

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

BATON ROUGE • NEW ORLEANS • SHREVEPORT

## **BOARD OF SUPERVISORS MEETING**

September 27, 2024

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

## **Mission Statement**

Through shared governance, leadership, and a diverse system of unique institutions, the mission of the Southern University and A&M College System is to deliver affordable world-class education, a trained workforce, state-of-the-art research, creative scholarship, and transformational public service to the State of Louisiana, the Nation, and the World.

## **SPECIAL RECOGNITION COMMITTEE**

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

**September 27, 2024**

### **AGENDA**

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Special Presentation (s)
  - A. Presentation(s) (SUBR)
    - a. Woman's Hospital Gynecological Cancer Awareness Luncheon Presentation
    - b. The Walls Project Collaboration with Southern University and A&M College
    - c. Novartis Presentation
    - d. NextEra Check Presentation
    - e. Bayou Classic Update – Dottie Belletto, NOCCI
  - B. Above and Beyond
    - a. Student
    - b. Faculty/Staff
4. Adjournment

### **MEMBERS**

Mr. Myron K. Lawson – Chairman, Dr. Rani Whitfield – Vice Chair, Dr. Leon Tarver, II,  
Ms. Ann Smith Atty. Domoine Rutledge, Mr. Sam Gilliam, Rev. Dr. Samuel Tolbert, Atty. Tony Clayton,  
Atty. Edwin Shorty and Dr. Arlanda Williams



## Office of the Chancellor

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

September 3, 2024

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

RE: Woman's Hospital Gynecological Cancer Awareness Luncheon Presentation

Dear President Shields,

Woman's Hospital is collaborating with Southern University and A&M College to host a Gynecological Cancer Awareness Luncheon on September 28, 2024 at the Valdry Center, 588 Harding Boulevard. The event commences at 11:30 a.m. with the goals of (1) raising awareness about gynecological cancers and their risk factors, (2) educating attendees on overall health and wellness practices for women, (3) promoting the importance of preventative screenings and regular checkups with gynecologists, (4) empowering women to take charge of their health, and (5) promoting collaborations between Woman's Hospital and Southern University, as well as the services offered by Woman's Hospital.

I would like to have a representative do a brief presentation on the collaborative event during the September 27, 2024 meeting of the Southern University System Board of Supervisors meeting. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'. The signature is fluid and cursive.

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



## Office of the Chancellor

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September 3, 2024

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

RE: The Walls Project Collaboration with Southern University and A&M College

Dear President Shields,

The Walls Project (TWP) in collaboration with Southern University and A&M College (SU) is embarking on a transformative journey to bring vibrant public art installations to the campus. These dynamic public art pieces will (1) enhance major pedestrian and traffic corridors, (2) become integral to the university's cultural and aesthetic identity, (3) increase pride among students, faculty, staff, administrators, and alumni, and (4) visually anchor the flagship campus of the only Historically Black College and University System in the United States.

TWP in collaboration with faculty, students, and staff will redesign and implement a series of physical campaign assets that are intended to redefine the visual landscape of the campus and Baton Rouge landmass. The redesign will focus on and feature (1) branded murals, (2) artist-designed utility box overlays, (3) musical instrument sculptures, and (4) a jukebox alleyway.

I would like to have a brief presentation made to the Southern University Board of Supervisors at its September 27, 2024 meeting to inform the Board of this collaboration and initiative. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'.

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





*Office of the Chancellor*

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

September 13, 2024

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

Re: Presentation by Novartis on its collaboration with the College of Science and Engineering (COSE)

Dear President Shields,

Novartis, a global leader in healthcare is engaged in a collaborative project with the College of Science and Engineering (COSE) at Southern University and A&M College. This collaboration will benefit faculty and students. Dr. Lealon Martin along with a representative from Novartis would like to make a brief presentation at the September 27, 2024 meeting of the Southern University System Board of Supervisors. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'.

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

## Mission Statement

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Mr. Myron K. Lawson – Ex Officio

## ACADEMIC AFFAIRS COMMITTEE (Following Special Recognition Committee)

September 27, 2024

### AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)
  - A. Request to Rename the Department of Electrical Engineering as the Department of Electrical and Computer Engineering with the College of Sciences and Engineering.
  - B. Request Approval of Tenure and Promotion Recommendation (SUAREC)

Applicant	Department	Present Rank	Action
Janana Snowden	SUAREC	Assistant Research Professor	Promotion Associate Research Professor

6. Information Items
  - A. Update on Academic Programs
7. Other Business
8. Adjournment

### MEMBERS

Dr. Leon Tarver, II - Chairman, Mr. Sam Gilliam –Vice-Chair, Atty Tony Clayton, Mrs. Maple Gaines, Mrs. Ann Smith, and Dr. Arlanda Williams, Mr. Myron K. Lawson – Ex Officio



## Office of the Chancellor

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

August 19, 2024

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

**Re: *Request to Rename the Department of Electrical Engineering (EE) as the Department of Electrical and Computer Engineering (ECE) with the College of Sciences and Engineering (CoSE)***

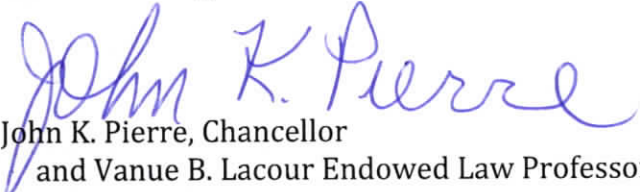
Dear President Shields,

The Electrical Engineering Department is requesting to a name change to the Electrical and Computer Engineering Department. The Electrical Engineering Department petitioned the Louisiana Board of Regents for a new program in Computer Engineering. The request was approved by the Board of Regents on March 27, 2024.

With that approval, the College of Sciences and Engineering now offers a degree in Electrical Engineering and Computer Engineering. These two programs share the same foundational courses and therefore it is appropriate that the name be considered and approved. Thus, I recommend that the department's name should reflect or represent both of the programs.

A memorandum from Dr. Fred Lacy, Entergy Corporation Endowed Professor and Chair of the Electrical Engineering Department, is attached for your review. I hereby request that the recommendation be presented for consideration and approval by the Southern University Board of Supervisors at its September 27, 2024 meeting. If you have any questions, please feel free to contact me.

Yours sincerely,



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

August 17, 2024

The Electrical Engineering Department is requesting a department name change. The following details provide relevant information and a justification for this request.

**Current Name:** Electrical Engineering (EE) Department

**Proposed Name:** Electrical and Computer Engineering (ECE) Department

**Rationale for this Request:** The Electrical Engineering Department is requesting this name change because the department will have two programs (electrical engineering and computer engineering) and thus will offer two baccalaureate degrees. The following reasons are also provided to support this name change.

**Accurate Representation:** The Electrical Engineering Department petitioned the Louisiana Board of Regents for a new program in Computer Engineering and it was approved by the Board on March 27, 2024. Because these two programs share the same foundational courses, this new program complements the Electrical Engineering Department. Thus, the department's name should reflect or represent both of these programs.

**Interdisciplinary Nature:** Electrical Engineering and Computer Engineering reflect the increasing overlap between these two disciplines. Modern technology is increasingly integrating hardware and software components. Thus, by broadening the department's scope and title to include computer engineering, students will be attracted to the program and gain a more comprehensive understanding of these integrated systems.

**Industry Demand:** Many industries, including cybersecurity, artificial intelligence, robotics, and IoT (Internet of Things), require professionals with expertise in both electrical engineering and computer engineering. Adapting the department to include computer engineering can better align graduates' skills with industry needs.

**Research Opportunities:** Research in areas such as embedded systems, cyber-physical systems, and machine learning often requires expertise in both electrical and computer engineering. By expanding the department's focus and reflecting that in the departments name, faculty members and students can pursue interdisciplinary research projects, fostering innovation and advancing knowledge in emerging fields.



**Competitive Advantage:** Having an Electrical and Computer Engineering Department can enhance the university's reputation and competitiveness in attracting human resources and external funding. By offering cutting-edge programs (such as cybersecurity, machine learning, and IoT) that reflect industry demands and interdisciplinary trends, the department can remain relevant and competitive for top students, new faculty, and research grants.

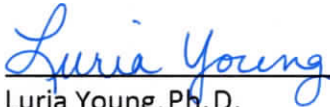
**Common Occurrence:** There are numerous universities that have Electrical and Computer Engineering Departments. Schools have put these two areas together because they are so closely related. In fact, the preliminary courses in electrical engineering serve as the foundation for computer engineering. Schools with ECE Departments include LSU, ULL, Univ. of Florida, Georgia Tech, Univ. of Texas, Univ. of Minnesota, Carnegie Mellon, Univ. of Miami, Purdue, Rice, Boston University, Duke, Univ. of Arizona, Rutgers, Iowa State, Univ. of Illinois, Univ. of Michigan, Cornell, Ohio State, and many others.

For the aforementioned reasons, and to accurately reflect the contributions of the two programs within the department, it is hereby requested that the name of the Electrical Engineering Department be converted to the **Electrical and Computer Engineering Department**.

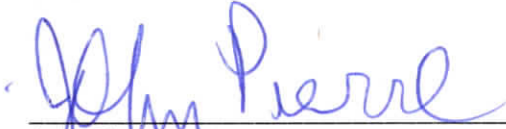
  
Fred Lacy, Ph.D.

Entergy Corporation Endowed Professor and Chair  
Electrical Engineering Department  
Pinchback Hall, Room 411  
Office: 225-771-2541  
Email: fred\_lacy@subr.edu

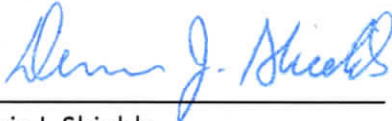
Approvals:

  
Luria Young, Ph. D.

Vice Chancellor for Academic Affairs  
Southern University and A&M College

  
John Pierre

Chancellor  
Southern University and A&M College

  
Dennis J. Shields

President  
Southern University System





*"Linking Citizens of Louisiana with Opportunities for Success"*

Southern University and A & M College System  
**AGRICULTURAL RESEARCH AND EXTENSION CENTER**  
and the COLLEGE OF AGRICULTURAL, HUMAN AND ENVIRONMENTAL SCIENCES

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

**OFFICE OF THE CHANCELLOR-DEAN**

September 9, 2024

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

**Re: Request for SU Board Approval – Tenure and Promotion and a salary increase for Dr. Janana Snowden to Associate Research Professor.**

Dear President Shields:


I am pleased to recommend Dr. Janana Snowden for the position of Associate Research Professor with tenure status. Dr. Snowden met the required academic and research accomplishments during her probationary period.

I also recommend a salary increase from \$134,124 to \$140,773 to achieve salary parity congruent with her faculty peers.


At this time, Dr. Snowden's appointment will remain unchanged (Federal 69% and State 31%).

Thank you for your time and consideration of this request. Should you have any questions, please do not hesitate to contact me.

Sincerely,

  
Orlando F. McMeans, PhD  
Chancellor-Dean

Approval:

 9-18-24  
Dennis J. Shields Date  
President

## **Mission Statement**

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## **FACILITIES AND PROPERTY COMMITTEE**

**(Following Academic Affairs Committee)**

**September 27, 2024**

### **AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)
  - A. Facilities Update (SUS)
    1. Approval to pursue the EPA Community Change Grant  
Southern University and A&M College (SUBR) has an opportunity to collaborate with the Southern University Alumni Federation (SUAF) to pursue the EPA Community Change Grant to secure funding to help build and finance student housing and mixed-use facility on property owned by SUAF on Harding Boulevard. The grant, if secured, will leverage private equity capital public financing via new market tax credits, and debt financing to support the construction of new student housing and a mixed-use community facility.
  - B. Proposal by Aramark to enhance dining investment and resources for Southern University and A&M College (SUBR)
6. Informational Item(s)
  1. Louisiana Board of Regents Campus Tours
  2. FY 2025-26 Capital Outlay (eCORTS) Submissions.
7. Other Business
8. Adjournment

### **MEMBERS**

Atty Edwin Shorty - Chairman, Atty Domoine Rutledge – Vice-Chair,  
Mr. Paul Matthews, Mrs. Ann Smith, Dr. Leon Tarver, II and Dr. Rani Whitfield  
Mr. Myron K. Lawson - Ex Officio



## Office of the Chancellor

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

September 3, 2024

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

RE: Transforming Campus Infrastructure with the EPA Community Change Grant Application  
Partnership with Urban Edge Network

Dear President Shields,

Southern University and A&M College has been presented a strategic partnership opportunity to support the institution in its effort to improve student housing and overall campus beautification without placing a stain on university resources. The opportunity has been provided by Urban Edge Network and Urban Edge Development.

The partnership agreement would include Urban Edge Development, LLC, the Southern University Alumni Federation or its assigns or agents, and Southern University and A&M College. The purpose of the MOU is to outline the mutual understanding concerning the development of a student housing and mixed-use project on the property owned by Southern University Alumni Federation. The project proposes to develop high quality housing for students attending Southern University and A&M College, as well as retail commercial, and community spaces as mutually agreed upon by all parties. Southern University and A&M College would (1) ensure student occupancy for an estimated 400-500 beds in the housing facility, (2) ensure the timely payment of rent by students or provide rent payment guarantees, if necessary, (3) collaborate with the other partners on marketing the housing facility to prospective students, and (4) provide support services to students residing in the housing facility related to student life programs and security.

The responsibilities of the Southern University Alumni Federation, or its assigns or agents, and Urban Edge Development, LLC are also outlined in the MOU.

In order to facilitate this project, the Urban Edge Network would submit a grant proposal to the Environmental Protection Agency (EPA) through the EPA Community Change Grant Program and by leveraging New Markets Tax Credits which would help secure the necessary funding. Because of the incessant need for housing for Southern University and A&M College, I feel compelled to bring forward this public/private partnership opportunity for the Southern University Board of


Dennis J. Shields, President  
Page -2-

Supervisors to review and consider for approval. The deadline for applying for the EPA grant would be in November, 2024.

The maximum amount of funding afforded for student housing is up to \$20,000,000\* and the maximum amount of funding for the community mixed use property up to an additional \$20,000,000\*\*. I firmly believe that this opportunity aligns with goals and needs of Southern University and A&M College and also goals and needs of the Southern University Alumni Federation.

I respectfully request that the aforementioned public private partnership opportunity be presented to the Southern University Board of Supervisors at its September 27, 2024 meeting for review and consideration. If you have any questions, please feel free to contact me. Mr. Alfred Harrell, Mr. Darren Dixon, and a representative from Urban Edge Network or Urban Edge Development will be able to make the appropriate presentations along with the appropriate members of the Southern University and A&M College leadership and staff.

Yours sincerely,



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

\* The grants range from \$10,000,000 to \$20,000,000

\*\* The grants range from \$10,000,000 to \$20,000,000





## *Office of the Chancellor*

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

August 19, 2024

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

**Re: *Proposal by Aramark to Enhance Dining Investment and Resources for Southern University and A&M College***

Dear President Shields,

I have been approached by Aramark over the last two months to consider an offer by them to make additional investments to enhance dining resources for students, faculty, and staff. The proposed investment by Aramark would enhance dining resources at Southern University and A&M College and the Baton Rouge landmass. The need for enhancement is great.

Aramark has a contract with the Southern University System that benefits Southern University and A&M College until 2029. The proposed investment is a multimillion-dollar investment that would improve dining facilities on the Southern University and A&M College campus. Based upon my analysis, the term of the contract would not have to be amended. The contract would have to be amended to obligate Aramark to make the additional proposed investments and would require approval by the Southern University System Board of Supervisors at its September 27, 2024 meeting.

I would like to present the proposal along with executives from Aramark at the September 27, 2024 meeting for consideration and approval. I respectfully request that the proposal be placed on the board meeting for consideration, discussion, and approval. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'. The signature is fluid and cursive.

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





# SOUTHERN UNIVERSITY

DINING PROGRAM TRANSFORMATION  
09/16/2024



# Southern University Updated Proposal

## Summary

- Updated in-term proposal (2029) with amortization of capital through 2034 based on feedback from 09/10/2024 meeting
- Additional \$2 Million in capital for Mayberry Marketplace
  - Immediate impact to the student experience with improvements in place January 2025, and Mayberry renovations prior to Fall 2025
- Addition of 600 mandatory resident students in Fall of 2027
- Increased cash scholarships, in-kind catering, food insecurity funds, and meal plan scholarships
- Year 1 board rate increase 4% + \$75 (\$1880 to \$1955), subsequent years modeled at 3%
- 6 week meal plan advance payment



# Proposal Summary

## Improved Client Return of \$1.7 Million per year

- \$13.5 Million of new capital investment
- New \$100,000 annual unrestricted grant
- Increase annual cash scholarship contributions, to include support for Mandela College
- Increase annual in-kind catering funds to support Faculty & Staff
- Creation of innovation fund to support University initiatives
- Creation of annual in-kind food insecurity fund (meal swipes and food pantry donations)
- Creation of annual commuter meal plan scholarship fund



<u>Project, Contribution, or Initiative</u>	<u>Proposed 09/16/2024</u>
Mayberry Marketplace Renovation	\$10,000,000
Dunn Residential Dining Investment	\$3,000,000
CFA Refresh	\$350,000
Law School Refresh	\$150,000
Innovation Fund Contributions - % of Rev	\$636,000
Annual Grant \$100K	\$500,000
Projected Commissions	\$11,468,000
Equipment R & M Funding	\$750,000
Scholarship Contributions	\$300,000
Chancellor/Faculty/Staff Catering Funds	\$400,000
Food Insecurity Fund	\$210,000
Meal Plan Scholarship	\$250,000
<b>Total Return</b>	<b><u>\$28,014,000</u></b>

# Current vs. Proposed Client Return

<u>Project, Contribution, or Initiative</u>	<u>Current Agreement No Changes</u>	<u>Proposed 09/16/2024</u>
Mayberry Marketplace Renovation	-	\$10,000,000
Dunn Residential Dining Investment	-	\$3,000,000
CFA Refresh	-	\$350,000
Law School Refresh	-	\$150,000
Innovation Fund Contributions - % of Rev	-	\$636,000
Annual Grant \$100K	-	\$500,000
Projected Commissions	\$10,634,000	\$11,468,000
Equipment R & M Funding	\$750,000	\$750,000
Scholarship Contributions	\$100,000	\$300,000
Chancellor/Faculty Catering Funds	\$250,000	\$400,000
Food Insecurity Fund	-	\$210,000
Meal Plan Scholarship	-	\$250,000
<b>Total Return</b>	<b><u>\$11,734,000</u></b>	<b><u>\$28,014,000</u></b>

# Support Schedule: Revenue / Commission / Innovation Fund

## Southern University Revenue Based Client Return

	2025	2026	2027	2028	2029	Total
Total Program Revenue	11,138	12,388	13,201	16,084	16,953	\$ 69,764
Total Commissions	1,801	2,014	2,151	2,678	2,825	\$ 11,468
Innovation Fund	50	124	132	161	170	\$ 636

\$ Thousands

Note: Innovation Fund represents 1% of revenue starting in 2026 plus \$50k in 2025



# Support Schedule: Amortization

		Start	End	Months	Monthly	
Mayberry	\$ 10,000,000	9/1/2025	6/30/2034	106	\$ 94,340	2025 Investment Amortization Start
CFA	\$ 350,000	9/1/2025	6/30/2034	106	\$ 3,302	2026 Investment Amortization Start
Dunn	\$ 3,000,000	9/1/2026	6/30/2034	94	\$ 31,915	Balance at End of Current Term
Law Center	\$ 150,000	9/1/2026	6/30/2034	94	\$ 1,596	
<b>Total Investment</b>	<b>\$ 13,500,000</b>					

		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Unamortized Balance
2025/2026	Year 1			97,642	97,642	97,642	97,642	97,642	97,642	97,642	97,642	97,642	97,642	976,415	\$ 9,373,585
2026/2027	Year 2	97,642	97,642	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,506,804	\$ 11,016,780
2027/2028	Year 3	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 9,442,955
2028/2029	Year 4	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 7,869,129
2029/2030	Year 5	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 6,295,303
2030/2031	Year 6	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 4,721,477
2031/2032	Year 7	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 3,147,652
2032/2033	Year 8	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 1,573,826
2033/2034	Year 9	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	131,152	1,573,826	\$ 0
														<b>\$ 13,500,000</b>	

**Note: Schedule only reflects new capital - does not reflect \$1.850M of existing amortization**  
Existing amortization ends June 2029

# Comparative Meal Plan Pricing

Meal Plan Comparison

Xavier University	\$	3,328
North Carolina Central University	\$	2,820
Tennessee State University	\$	2,637
University of Louisiana Monroe	\$	2,486
Jackson State University	\$	2,472
University of Arkansas Pine Bluff	\$	2,444
Louisiana State University	\$	2,438
University of Louisiana at Lafayette	\$	2,281
Fayetteville State University	\$	2,259
Grambling State University	\$	2,220
Alabama A&M University	\$	2,185
Southeastern Louisiana University	\$	2,184
Elizabeth City State University	\$	2,039
Texas Southern University	\$	2,031
Southern University	\$	1,955
Alabama State University	\$	1,902
Prairie View A&M University	\$	1,857

**Note: Total meal plan price assumes 4% increase for 2025/2026 academic year**  
Average price \$2,326 - Southern is 84% of average

**THANK YOU**







## FY 2025-26 Capital Outlay (eCORTS) Submissions

Office of Facilities Planning  
September 2024

### ***Southern University Law Center (19-614)***

Project Title	Project Cost Estimate	Current Cash Funding	FY25 Appropriations not yet funded	FY 2025-26 Request	FY 27-31 Request
Renovation of and Addition to Existing Law Library	\$11,400,000	\$7,150,000	\$0	\$4,250,000	\$0
<b>CAMPUS TOTALS</b>	<b>\$11,400,000</b>	<b>\$7,150,000</b>		<b>\$4,250,000</b>	<b>\$0</b>

### ***Southern University and A&M College in Baton Rouge (19-616)***

Project Title	Project Cost Estimate	Current Cash Funding	FY25 Appropriations not yet funded	FY 2025-26 Request	FY 27-31 Request
Ravine, Bluff and Riverbank Stabilization	\$32,000,600	\$1,000,000	\$500,000	\$20,000,000	\$10,500,600
New STEM Science Complex	\$67,500,000	\$15,700,000	\$7,300,000	\$23,500,000	\$21,000,000
School of Business/Professional Accountancy	\$45,500,000	\$1,750,000	\$10,000,000	\$20,750,000	\$13,000,000
JK Haynes Hall (School of Nursing) Renovation and Addition	\$21,650,000	\$11,350,000	\$0	\$10,300,000	\$0
New Southern University Laboratory School Complex	\$75,000,000	\$1,800,000	\$0	\$2,000,000	\$71,200,000
Chilled Water Loop – Campuswide	\$31,000,000	\$3,000,000	\$0	\$10,000,000	\$18,000,000
<b>CAMPUS TOTALS</b>	<b>\$272,650,600</b>	<b>\$34,600,000</b>	<b>\$17,800,000</b>	<b>\$86,550,000</b>	<b>\$133,700,600</b>

This list reflects the need to include any FY25 appropriations which have not been granted lines of credit in FY25-26 requests.

**FY 2024-25 Capital Outlay (eCORTS) Submissions**

Page 2

***Southern University at New Orleans (19-617)***

Project Title	Project Cost Estimate	Current Cash Funding	FY25 Appropriations not yet funded	FY 2025-26 Request	FY 27-31 Request
University Cafeteria	\$10,600,000	\$600,000	\$0	\$5,000,000	\$5,000,000
Student Success Building	\$23,000,000	\$0	\$0	\$1,200,000	\$21,800,000
General Classroom Building	\$15,000,000	\$0	\$0	\$750,000	\$14,250,000
<b>CAMPUS TOTALS</b>	<b>\$48,600,000</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$6,950,000</b>	<b>\$41,050,000</b>

***Southern University at Shreveport (19-618)***

Project Title	Project Cost Estimate	Current Cash Funding	FY25 Appropriations not yet funded	FY 2025-26 Request	FY 27-31 Request
New Health, Physical Education, and Recreation (HPE&R) Complex - New Gymnasium	\$10,445,000	\$1,745,000	\$5,000,000	\$3,700,000	\$0
Data Science and Analytics Workforce Training Center	\$19,176,000	\$1,676,000	\$0	\$12,300,000	\$5,200,000
Louis Collier Hall Science Building Renovation	\$16,700,000	\$750,000	\$2,000,000	\$0	\$13,950,000
Domestic Water Loop, Hot Water Loop, and Drainage Improvements	\$8,000,000	\$520,000	\$0	\$7,480,000	\$0
<b>CAMPUS TOTALS</b>	<b>\$54,321,000</b>	<b>\$4,691,000</b>	<b>\$7,000,000</b>	<b>\$23,480,000</b>	<b>\$19,150,000</b>

This list reflects the need to include any FY25 appropriations which have not been granted lines of credit in FY25-26 requests.



**FY 2024-25 Capital Outlay (eCORTS) Submissions**

Page 3

***Southern University Agricultural Research and Extension Center (19-619)***

Project Title	Project Cost Estimate	Current Cash Funding	FY25 Appropriations not yet funded	FY 2025-26 Request	FY 27-31 Request
Disaster Mega Shelter	\$28,200,000	\$19,000,000	\$0	\$9,200,000	\$0
Hi-Tech Meat Processing Facility Expansion	\$4,520,000	\$1,500,000	\$0	\$200,000	\$2,820,000
<b>CAMPUS TOTALS</b>	<b>\$32,720,000</b>	<b>\$20,500,000</b>	<b>\$0</b>	<b>\$9,400,000</b>	<b>\$2,820,000</b>

Existing or Proposed Projects	Project Cost Estimate	Current Cash Funding	FY25 Appropriations not yet funded	FY 2025-26 Request	FY 27-31 Request
Existing Projects	\$381,691,600	\$67,541,000	\$24,800,000	\$128,680,000	\$160,670,600
Proposed Projects	\$38,000,000	\$0	\$0	\$1,950,000	\$36,050,000
<b>SYSTEM TOTALS</b>	<b>\$419,691,600</b>	<b>\$67,541,000</b>	<b>\$24,800,000</b>	<b>\$130,630,000</b>	<b>\$196,720,600</b>

This list reflects the need to include any FY25 appropriations which have not been granted lines of credit in FY25-26 requests.



## Southern University System Active Capital Improvement Project Tracking

### Self-Funded Projects

Legend Planning and Design Bidding and Contracting Construction

Project Title		FY2023-24				FY2024-25				FY2025-26				FY2026-27				FY2027-28			
		Jul-23 Aug-23 Sep-23 Oct-23 Nov-23 Jan-24 Feb-24 Mar-24 Apr-24 May-24 Jun-24	Jul-24 Aug-24 Sep-24 Oct-24 Nov-24 Dec-24 Jan-25 Feb-25 Mar-25 Apr-25 May-25 Jun-25	Jul-25 Aug-25 Sep-25 Oct-25 Nov-25 Dec-25 Jan-26 Feb-26 Mar-26 Apr-26 May-26 Jun-26	Jul-26 Aug-26 Sep-26 Oct-26 Nov-26 Dec-26 Jan-27 Feb-27 Mar-27 Apr-27 May-27 Jun-27	Jul-27 Aug-27 Sep-27 Oct-27 Nov-27 Dec-27 Jan-28 Feb-28 Mar-28 Apr-28 May-28 Jun-28															
SUBR	Global Innovation and Welcome Center						Bidding and Contracting	Construction													
	Public Safety Building				Bidding and Contracting	Construction															
	TH Harris Learning Lobby					Bidding and Contracting	Construction														
	Outdoor Classroom/Amphitheatre	Planning and Design			Bidding and Contracting	Construction															
	Global Innovation and Welcome Center, Phase II					Planning and Design			Bidding and Contracting	Construction											
SUNO	Nursing and Allied Health Building		Planning and Design			Bidding and Contracting	Construction														
SULC	Law Clinic	Planning and Design				Bidding and Contracting	Construction														
SUAG	Swine and Poultry Structures Repairs	Planning and Design			Bidding and Contracting	Construction															
SUAG	Meat Processing Lab Facility		Planning and Design			Bidding and Contracting	Construction														

## **Mission Statement**

Through shared governance, leadership, and a diverse system of unique institutions, the mission of the Southern University and A&M College System is to deliver affordable world-class education, a trained workforce, state-of-the-art research, creative scholarship, and transformational public service to the State of Louisiana, the Nation, and the World.

## **FINANCE COMMITTEE** (Following Facilities and Property Committee)

**September 27, 2024**

### **AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item
  - A. On-Campus Residential Housing Fee Increases for 2025-2026 Academic Year
  - B. Southern University New Orleans Student Fee Referendum
6. Information Only
  - A. Southern University System General Operating Budget Interim Financial Statement
7. Other Business
8. Adjournment

### **MEMBERS**

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





## Office of the Chancellor

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

September 3, 2024

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

RE: Request to Increase Fees for On-Campus Residential Housing for the 2025-2026 Academic Year

Dear President Shields,

The Department of Residence Life and Housing is requesting a 5% increase in housing rates for the 2025-2026 academic year at Southern University and A&M College. Southern has significantly lagged behind peer institutions with respect to housing rates.

Southern cannot maintain quality residential housing at the low residential rates students are currently charged. Costs for maintenance, supplies, and utilities have increased significantly over the past few years.

The increase is needed to ensure that facilities are well kept. A comparison of housing costs has been provided as an attachment to this letter. I concur with the requested increase. I respectfully request that my recommendation for an increase in on-campus residential housing rates for the 2025-2026 academic year be presented to the Southern University Board of Supervisors at its September 27, 2024 meeting for review and approval. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'.

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



# SOUTHERN UNIVERSITY AT NEW ORLEANS

6400 SUNO Knights Drive New Orleans, LA 70126

Phone: (504) 286-5354

SGA@suno.edu

Student Government Association

Office of

The Student Government Association President

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**RE: Student Fee Referendum**

September 20, 2024

Dear Chancellor Ammons,

The following referendums were **voted yes** by the student body of Southern University at New Orleans during the fall election.

**Referendum Proposal 1:** Student Fee Adjustments for Cheer and Dance, Royal Court, Athletic Fee, Class Dues, Observer (Student Newspaper), Yearbook and SGA Senate.

This referendum will update student fees to provide scholarships or stipends for students in Cheer and Dance, Royal Court, Athletics, Class Dues, Observer (Student Newspaper), Yearbook, and SGA Senate, assisting with financial needs.

**Key Points:**

**Fee Cap:** Scholarships or stipends will be at most \$1,000. The Vice-Chancellor will approve or adjust the Enrollment Management and Student Success amount.

**Eligibility:** Students must demonstrate financial need and actively participate in the respective organizations.

**Goal:** To support recruitment and reduce financial burdens for students representing the university in Cheer and Dance, Royal Court, Athletics, Class Dues, Observer (Student Newspaper), Yearbook, and SGA Senate.

**Effective Date:** Adjustments to fee language will begin in Fall 2024, and requests must be submitted via DocuSign with documentation demonstrating needs.

Email: [SGA@suno.edu](mailto:SGA@suno.edu)

6400 SUNO Knights Dr, New Orleans, LA 70126



**Referendum Proposal 2: Special Student Loan Fee:** This referendum proposes the **removal** of the \$2.00 Special Student Loan Fee currently charged to each enrolled student.

The existing funds will be repurposed to enhance student and campus services in the following areas:

**Campus Life & SGA Enhancement** – Allocating funds to improve student engagement, activities, and overall campus experience.

**Admissions and Recruitment** – Strengthen recruitment efforts and provide resources to attract and retain prospective students.

**Financial Assistance for Graduating Students** – Offering targeted financial support for graduating students who need additional assistance to complete their degrees.

**Campus Safety** – Improving security measures and increasing resources for the SUNO Police Department to ensure a safer campus environment for all students, faculty, and staff.

As mentioned, the student body voted **yes** to adopt both referendums during the Fall election. On behalf of the student body, we, the Student Government Association, ask that you approve the following referenda to be voted on by the Board of Supervisors during the September meeting.

Thank you for your attention to this matter.

Respectfully,

*Dana M. Bailey*

Dana M. Bailey

President – The Student Government Association

Email: [SGA@suno.edu](mailto:SGA@suno.edu)

6400 SUNO Knights Dr, New Orleans, LA 70126



**Southern University System**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**  
**Executive Summary**

Attached is a summary of the Southern University System fiscal year 2024-2025 general operating budget financial activities for the month ending June 30, 2025. The Southern University System is reporting a \$930,411 decrease in self-generated revenue as compared to the approved budget. The expenditures for the campuses has been adjusted to offset the shortfall for the fiscal year.

**Southern University Board and System Administration**

The System Office is funded from state appropriations and there is no projected shortfall in revenues.

**Southern University Baton Rouge Campus**

The Baton Rouge Campus has a \$287,446 increase in self-generated revenue as compared to the approved budget. The Baton Rouge Campus has increased scholarships to balance the operating budget for the fiscal year.

**Southern University Law Center**

The Law Center has a \$924,459 projected shortfall in self-generated revenue as compared to the approved budget. The Law Center has reduced operating expenditures to balance the operating budget for the fiscal year.

**Southern University News Orleans Campus**

The New Orleans Campus has an \$88,056 projected shortfall in self-generated revenue as compared to the approved budget. The New Orleans Campus has reduced other charges to balance the operating budget for the fiscal year.

**Southern University Shreveport Campus**

The Shreveport Campus has a \$205,342 projected shortfall in self-generated revenue as compared to the approved budget. The Shreveport Campus has reduced salaries, and related benefits to balance their operating budget for the fiscal year.

**Southern University Agricultural Research and Extension Center**

The Agricultural Research and Extension Center is funded from state appropriations and federal funds and there is no projected shortfall in revenues.

**Summary**

Based on the information above the campuses have made the appropriate adjustments to maintain a balance budget as of August 31, 2024. Revenues and expenditures will be monitored to ensure a balanced operating budget for fiscal year 2024-2025.



**Southern University System**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 68,472,475	\$ 21,397,650	\$ 47,074,825	\$ 68,472,475	\$ -	31.3%
Statutory Dedicated	12,454,156	187,003	12,267,153	12,454,156	-	1.5%
Federal	13,654,209	-	13,654,209	13,654,209	-	0.0%
<b>Self Generated</b>						
Tuition - Fall 2024	36,364,566	34,038,780	1,095,221	35,134,001	(1,230,565)	93.6%
Tuition - Spring 2025	32,201,023	-	32,201,023	32,201,023	-	0.0%
Tuition - Summer	6,441,956	2,218,019	4,223,937	6,441,956	-	34.4%
Out-of-State Fees	18,605,668	10,802,807	8,103,015	18,905,822	300,154	58.1%
Other	22,217,887	5,424,455	16,793,432	22,217,887	-	24.4%
Interagency Transfer	4,476,791	363,856	4,112,935	4,476,791	-	8.1%
<b>Total Revenues</b>	<b>\$ 214,888,731</b>	<b>\$ 74,432,571</b>	<b>\$ 139,525,750</b>	<b>\$ 213,958,320</b>	<b>\$ (930,411)</b>	<b>34.6%</b>
<b>Expenditures</b>						
Salaries	\$ 93,722,793	\$ 12,825,558	\$ 80,717,235	\$ 93,542,793	\$ (180,000)	13.7%
Other Compensation	345,877	23,944	321,933	345,877	-	6.9%
Related Benefits	37,687,112	4,393,407	33,236,337	37,629,744	(57,368)	11.7%
<b>Total Personal Services</b>	<b>\$ 131,755,782</b>	<b>\$ 17,242,909</b>	<b>\$ 114,275,505</b>	<b>\$ 131,518,414</b>	<b>\$ (237,368)</b>	<b>13.1%</b>
Travel	1,502,109	39,785	1,462,324	1,502,109	-	2.6%
Operating Services	21,284,452	1,572,097	18,787,896	20,359,993	(924,459)	7.4%
Supplies	2,492,527	194,196	2,298,331	2,492,527	-	7.8%
<b>Total Operating Expenses</b>	<b>\$ 25,279,088</b>	<b>\$ 1,806,078</b>	<b>\$ 22,548,551</b>	<b>\$ 24,354,629</b>	<b>\$ (924,459)</b>	<b>7.1%</b>
Professional Services	2,624,196	107,817	2,548,405	2,656,222	32,026	4.1%
Other Charges	17,419,932	112,402	17,219,474	17,331,876	(88,056)	0.6%
Debt Services						
Interagency Transfers	10,067,114	-	10,067,114	10,067,114	-	0.0%
<b>Total Other Charges</b>	<b>\$ 30,111,242</b>	<b>\$ 220,219</b>	<b>\$ 29,834,993</b>	<b>\$ 30,055,212</b>	<b>\$ (56,030)</b>	<b>0.7%</b>
General Acquisitions	2,201,741	-	2,201,741	2,201,741	-	0.0%
Library Acquisitions	487,649	4,980	482,669	487,649	-	1.0%
Major Repairs	11,362,000	-	11,362,000	11,362,000	-	0.0%
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 14,051,390</b>	<b>\$ 4,980</b>	<b>\$ 14,046,410</b>	<b>\$ 14,051,390</b>	<b>\$ -</b>	<b>0.0%</b>
Scholarships	13,691,229	8,393,433	5,585,243	13,978,675	287,446	61.3%
<b>Total Expenditures</b>	<b>\$ 214,888,731</b>	<b>\$ 27,667,619</b>	<b>\$ 186,290,702</b>	<b>\$ 213,958,320</b>	<b>\$ (930,411)</b>	<b>12.9%</b>

**Southern University Board and System Administration**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 4,163,212	\$ 1,301,003	\$ 2,862,209	\$ 4,163,212	\$ -	31.2%
Statutory Dedicated	-	-	-			
Federal			-			
<b>Self Generated</b>						
Tuition - Fall 2024						
Tuition - Spring 2025						
Tuition - Summer						
Out-of-State Fees						
Other						
Interagency Transfer						
<b>Total Revenues</b>	<b>\$ 4,163,212</b>	<b>\$ 1,301,003</b>	<b>\$ 2,862,209</b>	<b>\$ 4,163,212</b>	<b>\$ -</b>	<b>31.2%</b>
<b>Expenditures</b>						
Salaries	\$ 1,866,962	\$ 289,494	\$ 1,577,468	\$ 1,866,962	\$ -	15.5%
Other Compensation	64,500	8,666	55,834	64,500	-	13.4%
Related Benefits	672,749	87,461	585,288	672,749	-	13.0%
<b>Total Personal Services</b>	<b>\$ 2,604,211</b>	<b>\$ 385,621</b>	<b>\$ 2,218,590</b>	<b>\$ 2,604,211</b>	<b>\$ -</b>	<b>14.8%</b>
Travel	260,000	245	259,755	260,000	-	0.1%
Operating Services	281,000	329	280,671	281,000	-	0.1%
Supplies	111,000	2,828	108,172	111,000	-	2.5%
<b>Total Operating Expenses</b>	<b>\$ 652,000</b>	<b>\$ 3,402</b>	<b>\$ 648,598</b>	<b>\$ 652,000</b>	<b>\$ -</b>	<b>0.5%</b>
Professional Services	97,000	-	97,000	97,000	-	0.0%
Other Charges	711,876	-	711,876	711,876	-	0.0%
Debt Services		-	-	-		
Interagency Transfers	35,625	-	35,625	35,625	-	0.0%
<b>Total Other Charges</b>	<b>\$ 844,501</b>	<b>\$ -</b>	<b>\$ 844,501</b>	<b>\$ 844,501</b>	<b>\$ -</b>	<b>0.0%</b>
General Acquisitions	62,500	-	62,500	62,500	-	0.0%
Library Acquisitions		-	-			
Major Repairs		-	-			
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 62,500</b>	<b>\$ -</b>	<b>\$ 62,500</b>	<b>\$ 62,500</b>	<b>\$ -</b>	<b>0.0%</b>
Scholarships		-	-			
<b>Total Expenditures</b>	<b>\$ 4,163,212</b>	<b>\$ 389,023</b>	<b>\$ 3,774,189</b>	<b>\$ 4,163,212</b>	<b>\$ -</b>	<b>9.3%</b>

**Southern University Baton Rouge Campus**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 28,649,563	\$ 8,952,989	\$ 19,696,574	\$ 28,649,563	\$ -	31.3%
Statutory Dedicated	6,507,266	121,552	6,385,714	6,507,266	-	1.9%
Federal	-	-	-	-	-	-
<b>Self Generated</b>						
Tuition - Fall 2024	23,284,500	23,571,946	-	23,571,946	287,446	101.2%
Tuition - Spring 2025	20,396,500	-	20,396,500	20,396,500	-	0.0%
Tuition - Summer	4,321,800	1,944,856	2,376,944	4,321,800	-	45.0%
Out-of-State Fees	13,041,066	7,617,818	5,423,248	13,041,066	-	58.4%
Other	11,500,000	2,543,512	8,956,488	11,500,000	-	22.1%
Interagency Transfer	4,476,791	363,856	4,112,935	4,476,791	-	8.1%
<b>Total Revenues</b>	<b>\$ 112,177,486</b>	<b>\$ 45,116,529</b>	<b>\$ 67,348,403</b>	<b>\$ 112,464,932</b>	<b>\$ 287,446</b>	<b>40.2%</b>
<b>Expenditures</b>						
Salaries	\$ 50,052,036	\$ 6,463,087	\$ 43,588,949	\$ 50,052,036	\$ -	12.9%
Other Compensation	201,377	15,278	186,099	201,377	-	7.6%
Related Benefits	20,447,807	2,325,041	18,122,766	20,447,807	-	11.4%
<b>Total Personal Services</b>	<b>\$ 70,701,220</b>	<b>\$ 8,803,406</b>	<b>\$ 61,897,814</b>	<b>\$ 70,701,220</b>	<b>\$ -</b>	<b>12.5%</b>
Travel	325,870	5,338	320,532	325,870	-	1.6%
Operating Services	10,864,049	1,089,419	9,774,630	10,864,049	-	10.0%
Supplies	909,411	67,680	841,731	909,411	-	7.4%
<b>Total Operating Expenses</b>	<b>\$ 12,099,330</b>	<b>\$ 1,162,437</b>	<b>\$ 10,936,893</b>	<b>\$ 12,099,330</b>	<b>\$ -</b>	<b>9.6%</b>
Professional Services	1,101,480	-	1,101,480	1,101,480	-	0.0%
Other Charges	8,718,829	97,390	8,621,439	8,718,829	-	1.1%
Debt Services	-	-	-	-	-	-
Interagency Transfers	6,953,717	-	6,953,717	6,953,717	-	0.0%
<b>Total Other Charges</b>	<b>\$ 16,774,026</b>	<b>\$ 97,390</b>	<b>\$ 16,676,636</b>	<b>\$ 16,774,026</b>	<b>\$ -</b>	<b>0.6%</b>
General Acquisitions	62,032	-	62,032	62,032	-	0.0%
Library Acquisitions	137,649	-	137,649	137,649	-	-
Major Repairs	62,000	-	62,000	62,000	-	0.0%
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 261,681</b>	<b>\$ -</b>	<b>\$ 261,681</b>	<b>\$ 261,681</b>	<b>\$ -</b>	<b>0.0%</b>
Scholarships	12,341,229	8,194,178	4,434,498	12,628,675	\$ 287,446	66.4%
<b>Total Expenditures</b>	<b>\$ 112,177,486</b>	<b>\$ 18,257,411</b>	<b>\$ 94,207,522</b>	<b>\$ 112,464,932</b>	<b>\$ 287,446</b>	<b>16.3%</b>

**Southern University Law Center**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 8,762,093	\$ 2,738,155	\$ 6,023,938	\$ 8,762,093	\$ -	31.3%
Statutory Dedicated	196,051	13,090	182,961	196,051	-	6.7%
Federal	-	-	-	-	-	-
<b>Self Generated</b>						
Tuition - Fall 2024	5,376,930	4,452,471		4,452,471	(924,459)	82.8%
Tuition - Spring 2025	5,035,879		5,035,879	5,035,879	-	0.0%
Tuition - Summer	767,123		767,123	767,123	-	0.0%
Out-of-State Fees	4,913,227	2,437,500	2,475,727	4,913,227	-	49.6%
Other	4,324,708	1,741,221	2,583,487	4,324,708	-	40.3%
Interagency Transfer	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 29,376,011</b>	<b>\$ 11,382,437</b>	<b>\$ 17,069,115</b>	<b>\$ 28,451,552</b>	<b>\$ (924,459)</b>	<b>38.7%</b>
<b>Expenditures</b>						
Salaries	\$ 13,847,907	\$ 1,918,838	\$ 11,929,069	\$ 13,847,907	\$ -	13.9%
Other Compensation	-	-	-	-	-	-
Related Benefits	5,190,893	590,334	4,600,559	5,190,893	-	11.4%
<b>Total Personal Services</b>	<b>\$ 19,038,800</b>	<b>\$ 2,509,172</b>	<b>\$ 16,529,628</b>	<b>\$ 19,038,800</b>	<b>\$ -</b>	<b>13.2%</b>
Travel	605,000	20,029	584,971	605,000	-	3.3%
Operating Services	3,557,235	111,544	2,521,232	2,632,776	(924,459)	3.1%
Supplies	325,000	49,416	275,584	325,000	-	15.2%
<b>Total Operating Expenses</b>	<b>\$ 4,487,235</b>	<b>\$ 180,989</b>	<b>\$ 3,381,787</b>	<b>\$ 3,562,776</b>	<b>\$ (924,459)</b>	<b>4.0%</b>
Professional Services	750,000	52,956	697,044	750,000	-	7.1%
Other Charges	2,401,585	-	2,401,585	2,401,585	-	0.0%
Debt Services	-	-	-	-	-	-
Interagency Transfers	375,554	-	375,554	375,554	-	0.0%
<b>Total Other Charges</b>	<b>\$ 3,527,139</b>	<b>\$ 52,956</b>	<b>\$ 3,474,183</b>	<b>\$ 3,527,139</b>	<b>\$ -</b>	<b>1.5%</b>
General Acquisitions	722,837	-	722,837	722,837	-	-
Library Acquisitions	300,000	4,980	295,020	300,000	-	1.7%
Major Repairs	300,000	-	300,000	300,000	-	-
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 1,322,837</b>	<b>\$ 4,980</b>	<b>\$ 1,317,857</b>	<b>\$ 1,322,837</b>	<b>\$ -</b>	<b>0.4%</b>
Scholarships	1,000,000	91,766	908,234	1,000,000	-	9.2%
<b>Total Expenditures</b>	<b>\$ 29,376,011</b>	<b>\$ 2,839,862</b>	<b>\$ 25,611,690</b>	<b>\$ 28,451,552</b>	<b>\$ (924,459)</b>	<b>9.7%</b>



**Southern University New Orleans Campus**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 8,170,946	\$ 2,553,421	\$ 5,617,525	\$ 8,170,946	\$ -	31.3%
Statutory Dedicated	3,563,311	35,531	3,527,780	3,563,311	-	1.0%
Federal	-	-	-	-	-	-
<b>Self Generated</b>						
Tuition - Fall 2024	4,144,256	3,683,007	-	3,683,007	(461,249)	88.9%
Tuition - Spring 2025	3,760,661	-	3,760,661	3,760,661	-	0.0%
Tuition - Summer	815,662	-	815,662	815,662	-	0.0%
Out-of-State Fees	366,000	639,193	100,000	739,193	373,193	174.6%
Other	4,498,838	1,114,090	3,384,748	4,498,838	-	24.8%
Interagency Transfer	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 25,319,674</b>	<b>\$ 8,025,242</b>	<b>\$ 17,206,376</b>	<b>\$ 25,231,618</b>	<b>\$ (88,056)</b>	<b>31.7%</b>
<b>Expenditures</b>						
Salaries	\$ 11,545,993	\$ 1,763,850	\$ 9,782,143	\$ 11,545,993	\$ -	15.3%
Other Compensation	-	-	-	-	-	-
Related Benefits	4,650,087	533,962	4,116,125	4,650,087	-	11.5%
<b>Total Personal Services</b>	<b>\$ 16,196,080</b>	<b>\$ 2,297,812</b>	<b>\$ 13,898,268</b>	<b>\$ 16,196,080</b>	<b>\$ -</b>	<b>14.2%</b>
Travel	20,000	2,433	17,567	20,000	-	12.2%
Operating Services	3,519,190	196,905	3,322,285	3,519,190	-	5.6%
Supplies	84,000	192	83,808	84,000	-	0.2%
<b>Total Operating Expenses</b>	<b>\$ 3,623,190</b>	<b>\$ 199,530</b>	<b>\$ 3,423,660</b>	<b>\$ 3,623,190</b>	<b>\$ -</b>	<b>5.5%</b>
Professional Services	39,916	20,000	19,916	39,916	-	-
Other Charges	3,580,673	12,612	3,480,005	3,492,617	(88,056)	0.4%
Debt Services	-	-	-	-	-	-
Interagency Transfers	1,579,815	-	1,579,815	1,579,815	-	0.0%
<b>Total Other Charges</b>	<b>\$ 5,200,404</b>	<b>\$ 32,612</b>	<b>\$ 5,079,736</b>	<b>\$ 5,112,348</b>	<b>\$ (88,056)</b>	<b>0.6%</b>
General Acquisitions	-	-	-	-	-	0.0%
Library Acquisitions	50,000	-	50,000	50,000	-	0.0%
Major Repairs	-	-	-	-	-	-
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0.0%</b>
Scholarships	250,000	64,969	185,031	250,000	-	26.0%
<b>Total Expenditures</b>	<b>\$ 25,319,674</b>	<b>\$ 2,594,923</b>	<b>\$ 22,636,695</b>	<b>\$ 25,231,618</b>	<b>\$ (88,056)</b>	<b>10.2%</b>

**Southern University Shreveport Campus**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 6,993,605	\$ 2,185,502	\$ 4,808,103	\$ 6,993,605	\$ -	31.3%
Statutory Dedicated	383,716	13,090	370,626	383,716	-	3.4%
Federal			-			
<b>Self Generated</b>						
Tuition - Fall 2024	3,558,880	2,331,356	1,095,221	3,426,577	(132,303)	65.5%
Tuition - Spring 2025	3,007,983	-	3,007,983	3,007,983	-	0.0%
Tuition - Summer	537,371	273,163	264,208	537,371	-	50.8%
Out-of-State Fees	285,375	108,296	104,040	212,336	(73,039)	37.9%
Other	1,894,341	25,632	1,868,709	1,894,341	-	1.4%
Interagency Transfer						
<b>Total Revenues</b>	<b>\$ 16,661,271</b>	<b>\$ 4,937,039</b>	<b>\$ 11,518,890</b>	<b>\$ 16,455,929</b>	<b>\$ (205,342)</b>	<b>29.6%</b>
<b>Expenditures</b>						
Salaries	\$ 9,092,257	\$ 1,258,985	\$ 7,653,272	\$ 8,912,257	\$ (180,000)	13.8%
Other Compensation	-	-	-	-	-	0.0%
Related Benefits	3,994,945	491,354	3,446,223	3,937,577	(57,368)	12.3%
<b>Total Personal Services</b>	<b>\$ 13,087,202</b>	<b>\$ 1,750,339</b>	<b>\$ 11,099,495</b>	<b>\$ 12,849,834</b>	<b>\$ (237,368)</b>	<b>13.4%</b>
Travel	43,000	999	42,001	43,000	-	2.3%
Operating Services	2,113,863	141,944	1,971,919	2,113,863	-	6.7%
Supplies	179,500	34,965	144,535	179,500	-	19.5%
<b>Total Operating Expenses</b>	<b>\$ 2,336,363</b>	<b>\$ 177,908</b>	<b>\$ 2,158,455</b>	<b>\$ 2,336,363</b>	<b>\$ -</b>	<b>7.6%</b>
Professional Services	-	32,026	-	32,026	32,026	#DIV/0!
Other Charges	225,000	-	225,000	225,000	-	0.0%
Debt Services						
Interagency Transfers	912,706	-	912,706	912,706	-	0.0%
<b>Total Other Charges</b>	<b>\$ 1,137,706</b>	<b>\$ 32,026</b>	<b>\$ 1,137,706</b>	<b>\$ 1,169,732</b>	<b>\$ 32,026</b>	<b>2.8%</b>
General Acquisitions	-	-	-	-	-	0.0%
Library Acquisitions	-	-	-	-	-	0.0%
Major Repairs	-	-	-	-	-	0.0%
<b>Total Acquisitions/Major Repairs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>
Scholarships	100,000	42,520	57,480	100,000	-	42.5%
<b>Total Expenditures</b>	<b>\$ 16,661,271</b>	<b>\$ 2,002,793</b>	<b>\$ 14,453,136</b>	<b>\$ 16,455,929</b>	<b>\$ (205,342)</b>	<b>12.0%</b>

**Southern University Agricultural Research and Extension Center**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of August 31, 2024**

	FY25 Budget	Actual	Projected	Total FY25	Over/(Under) Budget	% Actual to Budget
<b>Revenues</b>						
General Fund Direct	\$ 11,733,056	\$ 3,666,580	\$ 8,066,476	\$ 11,733,056	\$ -	31.3%
Statutory Dedicated	1,803,812	3,740	1,800,072	1,803,812	-	0.2%
Federal	13,654,209	-	13,654,209	13,654,209	-	0.0%
<b>Self Generated</b>						
Tuition - Fall 2024	-	-	-	-	-	-
Tuition - Spring 2025	-	-	-	-	-	-
Tuition - Summer	-	-	-	-	-	-
Out-of-State Fees	-	-	-	-	-	-
Other	-	-	-	-	-	-
Interagency Transfer	-	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 27,191,077</b>	<b>\$ 3,670,320</b>	<b>\$ 23,520,757</b>	<b>\$ 27,191,077</b>	<b>\$ -</b>	<b>13.5%</b>
<b>Expenditures</b>						
Salaries	\$ 7,317,638	\$ 1,131,304	\$ 6,186,334	\$ 7,317,638	\$ -	15.5%
Other Compensation	80,000	-	80,000	80,000	-	0.0%
Related Benefits	2,730,631	365,255	2,365,376	2,730,631	-	13.4%
<b>Total Personal Services</b>	<b>\$ 10,128,269</b>	<b>\$ 1,496,559</b>	<b>\$ 8,631,710</b>	<b>\$ 10,128,269</b>	<b>\$ -</b>	<b>14.8%</b>
Travel	248,239	10,741	237,498	248,239	-	4.3%
Operating Services	949,115	31,956	917,159	949,115	-	3.4%
Supplies	883,616	39,116	844,500	883,616	-	4.4%
<b>Total Operating Expenses</b>	<b>\$ 2,080,970</b>	<b>\$ 81,812</b>	<b>\$ 1,999,158</b>	<b>\$ 2,080,970</b>	<b>\$ -</b>	<b>3.9%</b>
Professional Services	635,800	2,835	632,965	635,800	-	0.4%
Other Charges	1,781,969	2,400	1,779,569	1,781,969	-	0.1%
Debt Services	-	-	-	-	-	-
Interagency Transfers	209,697	-	209,697	209,697	-	0.0%
<b>Total Other Charges</b>	<b>\$ 2,627,466</b>	<b>\$ 5,235</b>	<b>\$ 2,622,231</b>	<b>\$ 2,627,466</b>	<b>\$ -</b>	<b>0.2%</b>
General Acquisitions	1,354,372	-	1,354,372	1,354,372	-	0.0%
Library Acquisitions	-	-	-	-	-	-
Major Repairs	11,000,000	-	11,000,000	11,000,000	-	0.0%
<b>Total Acquisitions/Major Repairs</b>	<b>\$ 12,354,372</b>	<b>\$ -</b>	<b>\$ 12,354,372</b>	<b>\$ 12,354,372</b>	<b>\$ -</b>	<b>0.0%</b>
Scholarships	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 27,191,077</b>	<b>\$ 1,583,607</b>	<b>\$ 25,607,470</b>	<b>\$ 27,191,077</b>	<b>\$ -</b>	<b>5.8%</b>

## Mission Statement

Through shared governance, leadership, and a diverse system of unique institutions, the mission of the Southern University and A&M College System is to deliver affordable world-class education, a trained workforce, state-of-the-art research, creative scholarship, and transformational public service to the State of Louisiana, the Nation, and the World.

## LEGAL AFFAIRS COMMITTEE

(Following Finance Committee)

September 27, 2024

### AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)
  - A. Request Approval of Contracts, Amendments, Agreements, Grants, etc...  
Equal to or Greater than \$300,000.00

Title	Description	Amount	Campus
1. First Amendment Wilcox Academy of Early Learning, LLC Facilities Use and Services Agreement	SUNO and Wilcox entered a certain Facilities Use and Services Agreement regarding certain premises located at 6805 Leon C. Simon Dr, which contains approximately 13,172 rentable square feet together with a parking lot and playground facilities. SUNO desires to open an Early Childhood Development Center and provide practical experiences for its education majors. Wilcox shall provide access to high-quality childhood education to children of parents enrolled at SUNO and the general public, allowing students to complete their course of study.	\$ 300,000.00	SUNO
2. Quality Court Industries, LLC	The contractor shall furnish all labor and materials and perform all the work required to build, construct, and complete in a thorough workmanlike manner NCAA Regulation Tennis Courts.	\$ 760,000.00	SUBR
3. EAB/Navigate 360	Contract Renewal comprehensive student success platform provides early alert system, predictive analytics, and proactive advising tools. Identifies at risk students early and provides timely intervention.	\$765,746.93 \$101,160.00 \$607,817.00	SUBR SUNO SUSLA
4. 2Deep Entertainment, LLC	All-inclusive Homecoming Entertainment. Contractor will provide featured artists, opening acts, lighting, sound, screens, projectors, ground transportation and lodging for artist.	\$495,000.00	SUBR
5. Aramark	Contract amendment to obligate Aramark to make additional proposed multi-million-dollar investments to dining facilities at Southern University and A&M College.	\$3,667,000.99	SUBR

6. Information Item



FIRST AMENDMENT TO  
SOUTHERN UNIVERSITY OF NEW ORLEANS  
AND  
WILCOX ACADEMY OF EARLY LEARNING, LLC  
FACILITIES USE AND SERVICES AGREEMENT

The First Amendment to the FACILITIES USE AND SERVICES AGREEMENT (the "First Amendment") is being entered into effective as of \_\_\_\_\_, by and between Southern University at New Orleans ("SUNO") a Louisiana institution of higher education with its principal place of business at 6400 Press Drive, New Orleans, Louisiana 70126, and Wilcox Academy of Early Learning, LLC ("Wilcox"), a Louisiana limited liability company and early learning childcare provider with its principal place of business 1678 N. Broad Street, New Orleans, Louisiana 70119.

WHEREAS, effective as of November 1, 2022, SUNO and Wilcox entered into a certain Facilities Use and Services Agreement (the "Original Agreement") regarding certain premises located at 6805 Leon C. Simon Dr, New Orleans, LA, 70126, which contains approximately 13,172 rentable square feet together with a parking lot and playground facilities; and

WHEREAS, SUNO and Wilcox desire to enter into this First Amendment for the purpose of modifying the Original Agreement in certain respects as contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties mutually agree as follows:

1. The Original Agreement is deleted in its entirety and replaced with the following:

This Lease Agreement ("Agreement") is entered into by and between Southern University at New Orleans ("SUNO"), a Louisiana institution of higher education with its principal place of business at 6400 Press Drive, New Orleans, Louisiana 70126, and Wilcox Academy of Early Learning, LLC ("Wilcox"), an early learning childcare provider with its principal place of business 1678 N. Broad Street, New Orleans, Louisiana 70119.

Whereas, SUNO desires to open an Early Childhood Development Center and provide practical experiences for its education majors.

Whereas, Wilcox shall provide access to high-quality childhood education to children of parents enrolled at SUNO and the general public, allowing students to complete their course of study and parents in our community to return to the workforce.

- A. **Description of Leased Premises:** SUNO hereby leases to Tenant and Tenant hereby leases from the Landlord an Early Learning Center, located at 6701 Press Dr., New Orleans, LA, 70126, which contains approximately 13,172 rentable square feet together with a parking lot and playground facility (the "Leased Premises"). The Leased Premises does not exceed that which is reasonable and necessary for the legitimate business purposes of this lease when being used by the Tenant as an Early Learning Center
- B. **USE:** Wilcox has requested and SUNO hereby authorizes Wilcox to use the Facility for the purpose of classroom for kids ages zero (0) to five (5) years old.
  - a. SUNO further authorizes the use the Leased Premises for the purpose of camps for kids ages zero (0) to eight (8).

- C. **Rent:** Wilcox agrees to pay SUNO monthly amounts due on the first of each month, based on the following tiers:
- a. 0-79 students, no charge
  - b. 80-89 students, \$1,000.00/mo
  - c. 90-99 students, \$2,000.00/mo
  - d. 100-109 students, \$3,000.00/mo
  - e. 110-119 students, \$4,000.00/mo, and
  - f. 120 and up students, \$5,000.00/mo

The maximum amount of rent paid per year is \$60,000.00.

Wilcox shall develop and provide a monthly report during the term of the Lease displaying the number of students enrolled in the Early Learning Center which shall be provided to SUNO by the 5<sup>th</sup> day following month end. SUNO will utilize the number identified on the monthly report to calculate and adjust the payment of the next month's rent according to the values listed above which it would provide to Wilcox within three (3) days after receipt of the monthly report. Wilcox shall provide rent payment within 21 days after receiving the adjusted rent payment by SUNO.

- D. **Term:** This Agreement term shall commence on October 1, 2023, and ends on October 1, 2028, unless terminated earlier in accordance with this Agreement.

This Lease Agreement does not automatically renew. Wilcox shall have the option to renew this lease of the Premises for an additional three (3) year term. Wilcox shall deliver notice of its intent to renew not later than the commencement of the last Program Year under this Agreement. SUNO shall provide in writing its desire to either terminate or renew the Lease Agreement within 30 days of receiving notice of Wilcox's desire to renew. If renewal is desired, either party may re-negotiate terms within the Lease Agreement.

- E. **Alteration and Improvements:** Wilcox shall not make any alterations or improvements without securing prior written approval and clearance from the Facilities Director, notice of which shall be given to the Vice Chancellor of Finance. Any approved alterations shall be made at Wilcox's expense and shall become SUNO's property upon the lease's termination unless otherwise agreed in writing. Wilcox shall comply with all applicable laws and regulations.

- F. **Sublet:** Wilcox may not sublease, assign, or otherwise transfer any interest in the leased Premises.

- G. **Insurance, Licenses, and Permits:** Wilcox shall secure and furnish SUNO with following:

- a. Workers' Compensation Insurance in an amount not less than \$100,000.00; Comprehensive General Liability Insurance providing coverage of not less than the following: bodily injury liability of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate (policy shall include injury and death coverage relating to the consumption of food and beverage products); Property damage liability of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
- b. All insurance must be with a duly qualified company acceptable to the University and said insurances policies must be retained in full force and effect throughout the

terms of this contract and for one full year thereafter to cover any claims that may arise.

- c. Southern University at New Orleans must be included as a named insured on all insurance policies required under this Agreement.
- d. All necessary licenses and permits that are required to conduct business in the State of Louisiana and Orleans Parish. It is the responsibility of Wilcox to keep current and available, verification of its possession of all licenses and/or permits at all times during the terms of this contract. Wilcox shall be responsible for payment of all labor, equipment, materials, services, supervision, bonds, insurance, taxes, and any other costs necessary to execute all requirements, in full conformity, with this Agreement. Wilcox shall be responsible for any applicable Federal, State, County, Parish, Municipal, or other taxes. Wilcox hereby agrees that the responsibility for payment of taxes from the sale of merchandise under this Agreement shall be said Party's obligation and identified under the federal tax identification number of \_\_\_\_\_ 93-2798737 \_\_\_\_\_. SUNO reserves the right to approve any and all materials to be sold by Wilcox on its premises. SUNO shall not be responsible for any costs incurred by Wilcox to fulfill this Agreement.

H. **Indemnification & Limited Liability:** The Parties agree to take commercially reasonable precautions to prevent injury to any persons (including employees of either Party) or damage to any property (including property of both Parties) during the term of this Agreement. Wilcox agrees to hold harmless, defend, and indemnify SUNO against any and all claims, losses, and damages, including but not limited to court costs and attorney's fees, caused by the actions or inactions of Wilcox or its Occupants, employees, or agents. Wilcox shall be solely responsible for any claims, losses, and damages, including but not limited to court costs and attorney's fees, arising from the actions or inactions of Wilcox or its Occupants, employees, or agents, except for those claims, demands, and/or causes of action arising out of the intentional acts or negligence of SUNO, its directors, departments, officers, agents, representatives, employees, including volunteers, or subsidiaries. Such indemnification shall be triggered upon receipt of written notice of the claim. Wilcox agrees to obtain a waiver of liability agreement from its Occupants and agrees to hold harmless, defend, and indemnify SUNO against any and all claims, losses, and damages, including but not limited to court costs and attorney's fees, claimed by its Occupants during the term of this Agreement. The foregoing indemnities shall survive any termination or expiration of this Agreement.

- a. SUNO agrees that it shall give Wilcox prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above. SUNO agrees that, in the event that indemnification is sought under this provision, it will furnish Wilcox, upon request, all information and assistance for defense against any such claim, suit, or demand. The obligations of this provision shall survive the termination, expiration, or rescission of this Agreement.
- b. The Parties agree that the maximum liability of either party, its directors, officers, employees, agents and affiliates ("Liable Party") to the other ("Party 2") for damages for any and all causes whatsoever, and Party 2's maximum remedy,

regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the maximum allowable claim under the applicable insurance policy.

- I. **Access to Premises:** SUNO and its Agents shall have the right, but no obligation, to enter into the Premises from time to time during reasonable hours (or at any time and forcible means in an emergency) upon reasonable notice to Wilcox to inspect the same, to make improvements or repairs to the Premises or the Building, or for any other reason, in SUNO's reasonable judgment. SUNO shall, during entry to the Premises, minimize any interference with Wilcox's business operations. In any event, pursuant to La. R.S. 17:15 "Criminal History Review" and La. R.S. 15:587.1 "The Louisiana Child Protection Act", any SUNO personnel must check in at the front desk and be escorted at all times during operating hours by an authorized Wilcox employee. No entry by SUNO shall constitute a breach of Wilcox's covenant for quiet enjoyment unless it violates the terms thereof.
- a. Wilcox shall maintain sole discretion and authority related to closures of the Early Learning Center, subject to the following:
  - b. Wilcox shall maintain sole discretion related to closures of the Early Learning Center on academic breaks, holidays, and all other non-emergency related closures of SUNO's facilities;
  - c. Wilcox shall abide by all Southern University System, federal, state, and local orders related to closures of the Early Learning Center facilities;
  - d. If closure is requested by SUNO, Wilcox shall make an individualized determination and provide prompt written notice to SUNO of its decision; and
  - e. Consistent with the Indemnification provisions of this Agreement, Wilcox acknowledges and agrees that it is liable for all claims, threatened or made resulting from its closure decisions.

J. **Damage to Premises:**

- a. Wilcox is responsible for, and will take good care of, the Leased Premises and all of the property in and around the Leased Premises. Wilcox agrees to pay for any damage caused by Wilcox's employees, agents, invitees, or visitors. If Wilcox fails to make any repairs or replacements caused by it or its employees, agents, invitees or visitors promptly, SUNO may, at its sole option, make the repairs or replacements after at least thirty (30) days prior written notice to Wilcox. Wilcox must reimburse SUNO the reasonable cost of the repairs or replacements within ten (10) days of Wilcox's receipt of SUNO's invoice. Wilcox agrees to turn over possession of the Leased Premises to SUNO when the Lease expires or is terminated. Wilcox will be held responsible for the condition and cleanliness of the Lease Premises and its furnishings and for any loss or damage other than normal wear that may occur during its occupancy.
- b. If, by no fault of Wilcox, the Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either SUNO or Wilcox may terminate this Agreement by giving the other written notice.



K. **Nonliability of SUNO:** SUNO, its agents and employees shall not be liable in any manner for any loss, injury, or damage to Wilcox or its Occupants, agents, guests, or licensees, including but not limited to, acts of theft, burglary, vandalism, assault, or other crimes.

L. **Termination of Lease**

- a. **Termination for Cause:** SUNO may terminate this Agreement for cause based upon the failure of the Wilcox to comply with the terms and/or conditions of the lease agreement, provided that SUNO shall give Wilcox written notice specifying the Wilcox's failure. If within thirty (30) days after receipt of such notice, Wilcox shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then SUNO may, at its option, place the Wilcox in default and the lease agreement shall terminate on the date specified in such notice. Wilcox may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the SUNO to comply with the terms and conditions of this contract; provided that Wilcox shall give SUNO, written notice specifying SUNO's failure and a reasonable opportunity for the SUNO to cure the defect.
- b. **Termination for Convenience:** The Parties acknowledge and agree that to maintain continuity of care and remain compliant with applicable regulations termination without cause shall not occur within a Program Year, which shall run from August of a given year to July of the next year. Either Party may terminate the Agreement by giving written notice of its intent to terminate, delivered to the other Party not later than the commencement of any given Program Year

M. **Parking and Drop-off:**

- a. Wilcox and its visitors shall have the right to use the parking spaces identified in Exhibit A for on-site parking at the Premises. Wilcox and its employees shall obtain a parking permit for use of the parking spaces located on the Premises, which are identified in Exhibit A, through the methods outlined within the SUNO PD Traffic and Parking Regulations document. The cost for a parking permit shall be equal to the amount identified for "Faculty and Staff General Parking" in the section "Registration and Parking Fees" of the Traffic and Parking Regulations document. Wilcox shall reasonably cooperate in seeing that Wilcox 's employees and visitors also comply with such rules and regulations outlined in the Traffic and Parking Regulations document. Wilcox's use of the designated parking located on the Premises shall be at Wilcox's sole risk and Wilcox acknowledges and agrees that SUNO shall have no liability whatsoever for damage to the vehicles of Wilcox, its employees and/or visitors, or for other personal injury or property damage or theft relating to or connected with the parking rights granted herein to Wilcox or any of its employees' and/or visitors' use of the designated parking located on the Premises, except for bodily injury or property damage to the extent due to SUNO's gross negligence or willful misconduct.
- b. Drop-off: Wilcox drop off and pickup for the Early Learning Center is set forth in Exhibit A. Wilcox shall work with SUNO to determine the best traffic route for student drop off and pickup, as this route may change from time to time.

**N. SUNO's Responsibilities:**

- a. SUNO will maintain and repair the building structure, including the maintenance of water, sewer, and electrical lines, existing ventilation facilities, electrical light fixtures, heating and air conditioning, including maintenance and repairs required for Wilcox to comply with state and local licensing requirements of the applicable Early Learning Center; provided that Wilcox shall bear the expense of repair necessary because of his own or his employee's fault.
- b. Pursuant to facility maintenance and repair requirements set forth in La. Admin. Code tit. 28, § III-101 et. seq., SUNO shall respond to repair requests that may affect licensing and closure within seventy-two (72) hours of notice. SUNO shall receive prompt notice from Wilcox reasonably detailing such repair request.
- c. SUNO shall provide internet service and telephone service which includes installation, repair, and instruments to Wilcox. Long-distance phone service will be provided upon approval of SUNO IT Department. If approved, Wilcox will be charged with the added expense of the services.
- d. SUNO will not be liable to Wilcox for any loss, damage, cost, or expense which might result from the interruption of such service so long as SUNO undertakes to restore such services as promptly as possible following an interruption.
- e. SUNO will provide access to SUNO bulletin boards and advisory monitors, for appropriate notices relating to SUNO campus that will impact Wilcox's daily operation of the Early Learning Center in accordance with SUNO's policy.

**O. Wilcox's Responsibilities:**

- a. Wilcox shall maintain and operate the facility and provide services included in this contract in a courteous, efficient, and orderly manner, and in conformance with all applicable laws and regulations.
- b. Operation of a full day, full year services for 9.5 hours per day, five (5) days/week, with the exception of designated professional development days, emergency/mandated closures and holidays.
- c. Wilcox shall maintain a current Louisiana Type III child day care center license; Utilization of a Tier 1 curriculum in all classrooms serving children.
- d. Wilcox shall maintain child liability and accident insurance with no lapse of coverage.
- e. Wilcox shall comply with Louisiana Children's Code Article 603, which designates child-care providers as mandated reporters.
- f. Wilcox shall provide developmentally appropriate material and equipment necessary for the daily care and education of infants and toddlers.
- g. Wilcox shall make all best efforts to provide special needs services (audiology, physiology, occupational therapy, speech/language, psychological and assistive technology services), as required and in accordance with all law, policy, and best practice in the context of the child's natural environment; assurance that the

classroom environment is accessible; provision of accessible materials and equipment.

- h. Wilcox shall maintain adequate, legible, genuine, current, and complete records of services rendered pursuant to licensing requirements and make available all such records to comply with the Rent provisions of this Agreement via designated submission processes within given deadlines.
- i. Wilcox shall offer priority enrollment to SUNO affiliated personnel and students according to the following:
  - i. Wilcox will maintain a SUNO priority list where any SUNO student needing a seat for a child shall be given priority over a non-SUNO student based on availability and placed with their age group.
  - ii. Additionally, any SUNO student applying through coordinated fund enrollment ("OneApp") shall receive priority enrollment for available tuition-free publicly funded seats.
  - iii. Wilcox may reserve up to ten (10) seats for SUNO staff/faculty who do not otherwise qualify for publicly funded seats.
  - iv. Wilcox shall provide a monthly report identifying the number of seats occupied by SUNO staff/faculty.
- j. If full enrollment capacity cannot be reached due to reserved seats for SUNO staff/faculty, those seat allocations shall not be reflected in the total count for the purposes of calculating Rent as defined in this Agreement. Wilcox shall provide opportunities for Interns to attend professional development activities.
- k. Wilcox agrees to use reasonable care in the use of the space assigned under the contract, and upon termination of the contract, shall have such space in as good condition as when received except for ordinary wear and tear, and damage or destruction beyond Wilcox's control and not due to Wilcox's fault or negligence. Wilcox shall be responsible for any loss or damage to property owned by SUNO that is in Wilcox's possession or control, or is caused by Wilcox or its employees or agents in the course and scope of their employment.
- l. Wilcox is responsible for janitorial services, on a daily basis, to assure a clean, well-groomed appearance of the Leased Premises. Wilcox shall provide and pay for cleaning and waxing floors, for janitor, and other services and supplies as necessary to insure prompt, convenient, sanitary, and efficient service and operation.
- m. Wilcox shall ensure that all Wilcox's personnel and agents observe all regulations in effect at the SUNO to include, but not limited to personal conduct and appearance. SUNO shall provide, no later than the start of that academic year, Wilcox with any handbook, policy guide, or any documentation, including but not limited to any applicable updates, necessary to comply with SUNO regulations.
- n. Wilcox agrees to keep energy consumption at a minimum and shall comply with energy conservation practices and policies and shall endeavor to conserve the use of energy thereof. SUNO shall not be liable for any loss that may result from the interruption or failure of any such utility.

- o. Wilcox shall provide non-paid work studies/internships for up to 15 SUNO students during the semester including the summer semester.

P. **Notices:** Any notices, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and must be delivered in person, by certified mail, postage prepaid, return receipt requested, or by a commercial overnight courier that guarantees next day delivery and provides receipt, and such notices shall be addressed as follows:

a. SUNO

- i. Southern University at New Orleans  
Attn: Mr. Delvin Davis, Director of Facilities  
6400 Press Drive  
New Orleans, Louisiana 70126  
Phone: (504) 286-5292  
E-mail: [facilityrental@suno.edu](mailto:facilityrental@suno.edu)

b. Wilcox

- i. Wilcox Academy of Early Learning, LLC  
Attn: Rochelle Wilcox, President/CEO  
1678 N. Broad Street  
New Orleans, Louisiana 70119  
Phone: (504) 715-5743  
Email: [rochelle@wilcoxacademyelc.com](mailto:rochelle@wilcoxacademyelc.com)

Courtesy copy to:  
Transcendent Law Group  
Attn: Atty. Richard Montgomery II  
3726 Canal Street, Suite A  
New Orleans, Louisiana 70119  
Phone: (504) 459-4557  
E-mail: [rmontgomeryii@tlg.law](mailto:rmontgomeryii@tlg.law)

Q. **Entire Agreement:** It is expressly understood and agreed that this Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter and that SUNO is not and shall not be bound by any representations, agreement, or promises, oral or written, which are not contained in this Agreement. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by authorized representatives of the Parties..

R. **Governing Law:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana, without regard for its conflict of law provisions. Except for evictions, the parties submit themselves to the exclusive jurisdiction of the Nineteenth Judicial District Court in and for the Parish



of East Baton Rouge, State of Louisiana, for resolution of any disputes arising under this Agreement.

- S. **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and permitted assigns.
- T. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument.
- U. **Assignment:** Wilcox shall not assign this Agreement or any legal interest hereunder, in whole or in part, without the prior written consent of SUNO.
- V. **Severability:** Should any provision of this Agreement be held by a court or arbitral authority of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, that holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding on the Parties with any modification to become a part of and treated as though originally set forth in this Agreement.

The Parties further agree that any such court or arbitral authority is expressly authorized to modify any unenforceable provision of this Agreement instead of severing the unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making any other modifications it deems warranted to carry out the intent and agreement of the Parties as embodied in this Agreement to the maximum extent permitted by law.

The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. Should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in this Agreement.

- W. **Captions.** Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.
- X. **Force Majeure.** Nonperformance of either party will be excused to the extent the performance is rendered impossible by strike, fire, flood, quarantine, embargoes or other unusual governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming party.

- Y. **Americans with Disabilities Act:** Wilcox agrees to provide and assumes the responsibility to provide any and all accommodations as required under the Americans with Disabilities Act of 1990, its Amending Act of 2008, and any and all relevant Louisiana statutes.
- Z. **Discrimination Clause:** Wilcox agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Wilcox, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Title IX of the Education Amendments of 1972 (20 U.S.C. §1681)** provides protection against discrimination and harassment based on sex in any educational program or activity conducted by entities receiving federal financial assistance. Under Title IX, sexual harassment, including sexual violence, is recognized as a form of sex discrimination and is prohibited. Such harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. This conduct constitutes sexual harassment when it is severe, persistent, or pervasive enough to affect an individual's employment, interfere unreasonably with an individual's work or educational performance, or create an intimidating or hostile work or educational environment.

Southern University at New Orleans ("SUNO") is dedicated to maintaining an environment free from harassment and discrimination for all members of its community, including faculty, staff, students, guests, and vendors. SUNO promptly addresses all complaints of discrimination, sexual harassment, and related retaliation in accordance with applicable federal and state laws. All members of the SUNO community, including students, employees, and guests, have the right to a campus environment free from discrimination and sexual harassment, including sexual assault. SUNO upholds a zero-tolerance policy for gender-based misconduct.

Wilcox, its employees, agents, and assignees acknowledge and agree to abide by and comply with the policies of the Southern University System and SUNO. This includes any investigations and remedial measures. Failure for Wilcox, its employees, agents, and assignees to abide by or comply with the policies of the Southern University System and SUNO shall be grounds for termination of this lease in accordance with the termination provisions of this Agreement.

\*\*\* signature page to follow\*\*\*

This Agreement shall become effective as of the 1<sup>st</sup> of August, 2024, when fully executed by both parties provided that the payments specified in the Agreement is paid in full.

Sothorn University at New Orleans

Wilcox Academy of Early Learning, LLC

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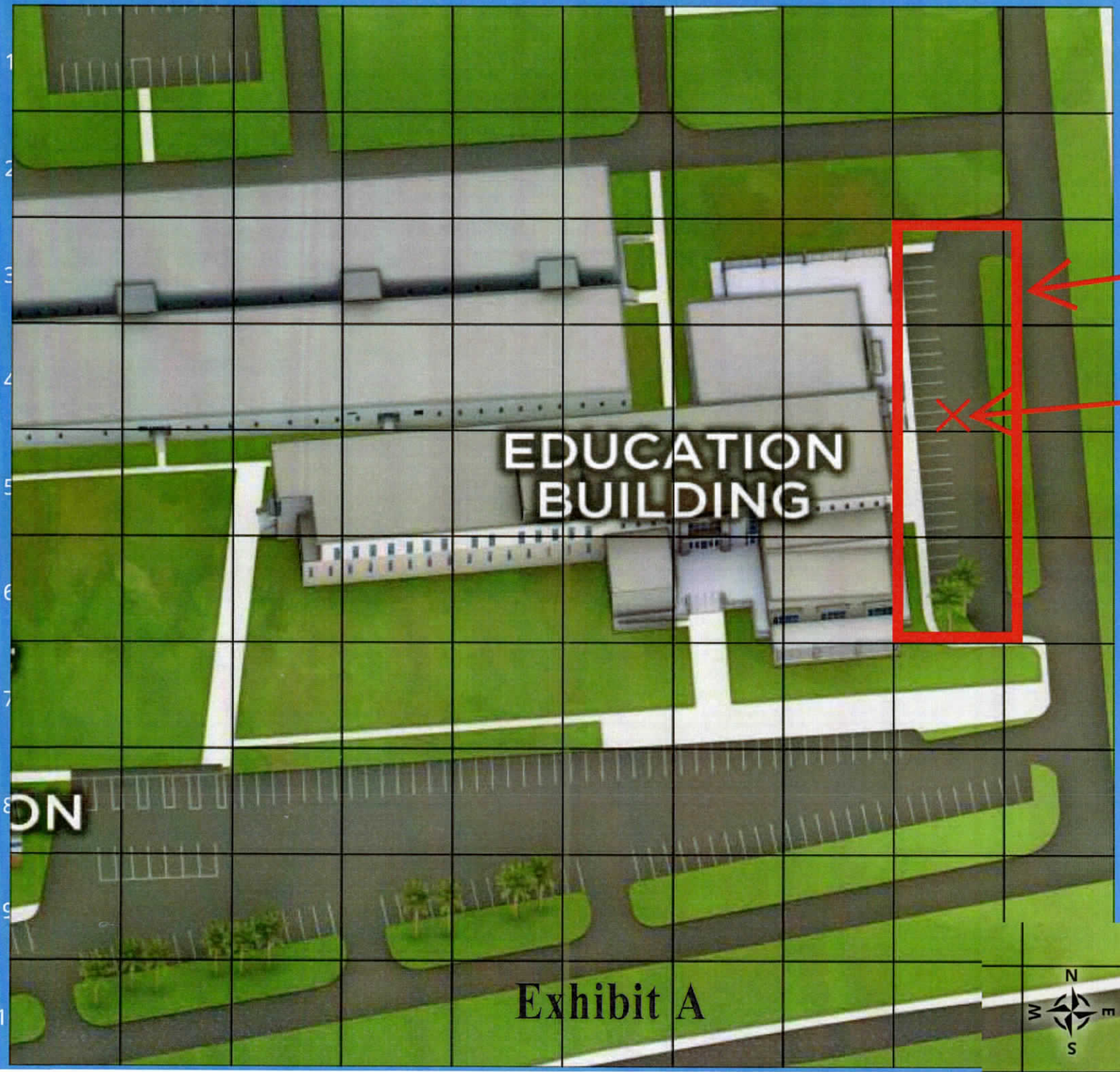
Dr. James H. Ammons  
*Chancellor*

Date

---

Rochelle Wilcox  
*President/CEO*

Date



Parking Spaces for Wilcox  
Employees/Guests

Student drop off location

**Exhibit A**







Purchasing Department  
P.O. Box 9534  
Baton Rouge, LA 70813  
Phone: (225) 771-4580  
Fax: (225) 771-2026

September 10, 2024

Christ Beaner  
Associate General Counsel  
Office of the President  
Southern University System  
J.S. Clark Administration Building, 4th Floor  
CAMPUS

Re: Board of Supervisors' Approval-Tennis Courts (Title 3 Project)

Dear Mr. Beaner,

The attached contract along with the bid tabulation sheet is submitted for the Board of Supervisors September board meeting. A bid was issued for tennis courts and Quality Court Industries, LLC was awarded the bid. The bid cost is \$ 760,000.00 that includes Alternates 1, 2 and 3.

Please contact me if you need additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Linda Antoine'.

Linda Antoine  
Director of Purchasing

Enclosures

**Southern University and A&M College  
Purchasing Department**

**BID TABULATION**

BID # 10325  
PROJECT NAME TENNIS COURTS-NCAA REGULATION

8/5/2024 BID DATE February 23, 2024  
BID TIME 10:30 AM

NAME OF BIDDER	LA. LIC. NO.	Site Visit	Bid Bond	Addendum # 1	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	Remarks
<i>attended mandatory pre-bid conf</i>									
Honore Companies, LLC	54964				N/B				
Quality Court Industries, LLC	38861	✓	✓	✓	385,800	10,000	354,200	10,000	\$760,000
3 Gen Construction, LLC	62370				N/B				
Grand Isle Shipyard, LLC	08656				N/B				
Stricklin and Porter Construction, LLC	72413	✓	✓	✓	412,613	53,840	412,613	53,840	\$932,906
Next Generation Sports Surfaces, LLC	73260	✓	✓	✓	625,631	9,600	601,000	9,600	\$1,245,831
The Luster Group, LLC	58037	✓	✓	✓	451,000	3,000	419,000	1,500	\$874,500
Precision Construction & Contra	62206				N/B				

Linda Antine 8/5/2024

Mary Jane Sprouel  
8-5-2024



# CONTRACT

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

## CONTRACT BETWEEN OWNER AND CONTRACTOR

This agreement entered into this 28<sup>th</sup> day of August, 2024 by QUALITY COURT INDUSTRIES, LLC, hereinafter called the "Contractor", whose business address is 5661 Brownfields Drive, Baton Rouge, LA 70811, and SOUTHERN UNIVERSITY AND A&M COLLEGE, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner for the:

### TENNIS COURTS-NCAA REGULATION

in strict accordance with Contract Documents prepared by:

**DOMAIN ARCHITECTURE**  
11130 Industriplex Blvd., Suite 200  
Baton Rouge, LA 70809  
Cecelia Li, Architectural Associate  
225-216-3770 x 1105

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, Bid Number 10325, Performance & Payment Bond, the Drawings and Specifications, Bid Forms, General Conditions, Certificate of Insurance, Addenda, if applicable, thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within One Hundred Fifty (150) consecutive calendar days after receipt of Notice to Proceed consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **Four Hundred Dollars and 00/100 (\$400.00)** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of *Seven Hundred Sixty Thousand and 00/100 Dollars (\$760,000.00)*. *Total includes base bid price \$385,800, Alternate Number 1, \$10,000, Alternate Number 2 \$354,200 and Alternate 3 \$10,000.* Sum represents the base bid and three (3) alternates.

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number 72-1509100

**Performance & Payment Bond:** The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the



part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

Owner shall pay Contractor not to exceed 90% of contracted price upon approved work and AIA/Pay Applications documents.

**FINAL PAYMENT:**

Upon satisfactory completion of the work, the Owner will issue a written acceptance of the work to the Contractor, who will immediately file same with the Recorder of Mortgages in East Baton Rouge Parish. Not less than forty-five days after filing the formal acceptance of work with the Recorder of Mortgages, providing that all work done under the contract is at the time found to be in good condition insofar as the Contractor is responsible for it, the Owner will pay the Contractor the retained portion of the contract price, after deducting therefrom such sums as may be withheld under any provisions of this contract, said payment being conditional on the Contractor furnishing to the Owner a certificate from the Recorder of Mortgages for the Parish of East Baton Rouge, that the contract is clear of any liens or privileges. Contractor shall receive final 10% of contract after receipt of clear lien certificate.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

**Right to Audit and Record Retention**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

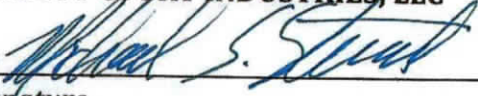
Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in two (2) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

**QUALITY COURT INDUSTRIES, LLC**

**SOUTHERN UNIVERSITY A&M COLLEGE**

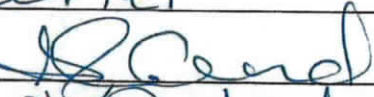
By   
Signature

By \_\_\_\_\_  
*John K. Pierre, Chancellor, SU Baton Rouge*

Print Name Michael S. Stewart

Witnessed \_\_\_\_\_

Title Owner

Witnessed:   
*Sylvia Andrade*

By \_\_\_\_\_  
*Dennis J. Shields*  
*President, SU System*

Witnessed \_\_\_\_\_





*Office of Academic Affairs*

---

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

September 16, 2024

President Dennis J. Shields  
Southern University System  
4<sup>th</sup> Floor, J. S. Clark Administration Building  
Baton Rouge, LA 70813

RE: Contract Renewal for EAB Navigate360

Dear President Shields,

I am writing to formally request your consideration of the contract renewal for the EAB Navigate360 platform, which is integral to supporting the University's strategic goals of improving student retention, progression, completion, workforce placement, and overall academic success.

EAB Navigate360 is a comprehensive student success platform that provides early alert systems, predictive analytics, and proactive advising tools. It empowers faculty, advisors, and administrators to identify at-risk students early and provide timely interventions, improving retention rates and facilitating student progression through their academic journey.

I respectfully request that my recommendation to renew the EAB Navigate360 contract be presented to the Board of Supervisors for consideration and approval at their September 2024 Board of Supervisors' meeting. If you have any questions, please feel free to contact me.

Sincerely,

John K. Pierre  
Chancellor

APPROVED: \_\_\_\_\_  
Dennis J. Shields, President



EAB Global, Inc.  
 2445 M Street NW  
 Washington, DC 20037

**Program Order Form**

Organization: Southern University System  
 Attn: Dennis Shields  
 J S Clark Administration Bldg #4  
 Baton Rouge, LA 70813

Date: 9/10/2024

**Program and Program Fees:**

Organization will have access to the Program services set forth below (the "Services"), which are as described in greater detail in each applicable Program Scope available here:

Navigate - <https://scopes.eab.com/navigate>

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term: October 1, 2024 - September 30, 2025		Quantity	Fees	
Navigate360	5,149 Undergraduate, 400 Additional	5,549 Total Students	USD	239,063.68
Student Success Collaborative (SSC) - Strategic Care				
Administrative & Travel Fee			USD	7,500.00
Historic and Predictive Analytics				
Student Engagement Hub				
Advanced Student Engagement				
<b>Total</b>			<b>USD</b>	<b>246,563.68</b>

Program Term: October 1, 2025 - September 30, 2026		Quantity	Fees	
Navigate360	5,149 Undergraduate, 400 Additional	5,549 Total Students	USD	246,235.59
Student Success Collaborative (SSC) - Strategic Care				
Administrative & Travel Fee			USD	7,500.00
Historic and Predictive Analytics				
Student Engagement Hub				
Advanced Student Engagement				
<b>Total</b>			<b>USD</b>	<b>253,735.59</b>

Program Term: October 1, 2026 - September 30, 2027		Quantity	Fees	
Navigate360	5,149 Undergraduate, 400 Additional	5,549 Total Students	USD	253,622.66
Student Success Collaborative (SSC) - Strategic Care				

PROPOSAL | Q-347352

Administrative & Travel Fee	USD	7,500.00
Historic and Predictive Analytics		
Student Engagement Hub		
Advanced Student Engagement		
<b>Total</b>	<b>USD</b>	<b>261,122.66</b>

**One Time Fee:**

Program Term: October 1, 2024 - September 30, 2025		Fees
<b>Navigate360</b>		
Implementation Fee	USD	4,325.00
<b>Total</b>	<b>USD</b>	<b>4,325.00</b>

The fees offered in this Program Order Form are based on the Program(s) above and any other existing Programs you may have purchased from us. In the event you terminate or discontinue any Program, including any Program in this Program Order Form, prior to the expiration of its Program Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a "Year").

This Program Order Form is made pursuant to the Master Agreement dated as of 3/28/2024, which along with the applicable Program Scope which are incorporated herein by reference, form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the "Agreement").

**Invoicing:**

Services will commence on the initial date of the first Program Term (the "Start Date"). EAB will invoice Organization in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Program Fees on the initial invoice of each Year of this Agreement as outlined below.

All Program Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, all Program Fees will be billed and due on or before the start of each Year.

**Additional Terms:**

Organization represents and warrants that funds sufficient to meet all financial obligations hereunder for Year 1 of the Program Term have been allocated and are available. Further, EAB agrees and understands that from the first anniversary of the start date of the Program Term, the financial obligations of Organization to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the Organization. In the event that the entities controlling such funding fail to appropriate funds within five percent (5%) of the previous Year appropriation and Organization has determined, in Organization's sole discretion, that there are insufficient funds available to cover Organization's obligation for the upcoming Year under this Program Order Form, Organization shall have the right to terminate this Program Order Form for the upcoming Year without damage, penalty, cost, or further obligation, provided: (i) Organization has notified EAB in writing of its intention to exercise such option at least 90 days in advance of the last day of the current Program Term Year; and (ii) Organization has provided sufficient documentation of such decrease in appropriation of funds.

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to Kristy Randle [krandle@eab.com](mailto:krandle@eab.com) to initiate your participation in the Program(s) no later than 5/31/2024 (after which fees and terms set forth above are subject to change).

**EAB Global, Inc.:**

**Southern University System:**

Signature: *Alyssa M. Franklin*  
Name: Alyssa Franklin  
Title: Executive Director  
Date: 9/10/2024

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPTIONAL FOR BILLING PURPOSES ONLY**

Invoices should be sent by EAB to this Email Address: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_  
Billing Contact Email Address: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Purchase Order No. (if applicable): \_\_\_\_\_



INVOICE

Enrollment Management and Student Success  
6400 SUNO Knights Drive  
New Orleans, LA 70126  
United States

**Invoice Date:** September 12, 2024  
**Date Due:** October 12, 2024  
**Invoice Number:** SIN264787  
**Account Number:** N00018692  
**Purchase Order:**

**Description**

**Navigate360**

Coverage: October 1, 2024 - September 30, 2025  
Main Contact: Zackeus D. Johnson, Ph.D

**Subtotal:** USD 96,160.00

**Graduate Student Implementation Fee** USD 5,000.00

**Amount Due:** USD 101,160.00

**Terms:**

Past due accounts are subject to a finance charge of 1% per month past due.

**PAYMENT INSTRUCTIONS:** Please reference EAB invoice number with all remittance.

**To pay by check:** May be payable to EAB or EAB Global Inc.

For **standard** delivery mail to:  
EAB  
P.O. Box 603519  
Charlotte, NC 28260-3519

For **overnight** delivery mail to:  
EAB  
Attn: Lockbox Services 603519  
1525 West W.T. Harris Blvd. - 2C2  
Charlotte, NC 28262

**To pay electronically:**  
ABA: 121000248  
Account: 2000028378233  
Wells Fargo Bank, NA  
420 Montgomery St.  
San Francisco, CA 94104

**Please note we do not accept credit card payments.**

**Have invoice questions?** Please contact Paul Cantu at 804-538-0557 or pcantu@eab.com.





Dr. Aubra J. Gantt  
CHANCELLOR

OFFICE OF THE CHANCELLOR  
SOUTHERN UNIVERSITY AT SHREVEPORT

---

AGANTT@SUSLA.EDU  
OFFICE: (318) 670-9312  
FAX: (318) 670-6374

September 18, 2024

Christ Beaner  
Associate General Counsel  
Office of the President  
Southern University System  
J.S. Clark Administration Building, 4<sup>th</sup> Floor  
Baton Rouge, LA 70813

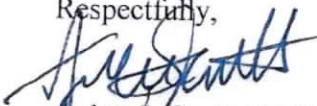
**Re: EAB Global Agreement**

Dear Mr. Beaner,

Southern University at Shreveport (SUSLA) would like to be added to the agenda regarding the EAB Global Agreement.

Thank you for your consideration and support of this request.

Respectfully,

  
Aubra J. Gantt, Ed.D.  
Chancellor

Attachments

## EAB Contract Proposal Request

The five (5) year EAB contract is the most economical at a cost of \$607,817, when compared to a three (3) year contract at a cost of \$761,421.19; therefore, I recommend we go with the five (5) year contract.

The first three (3) years of the contract for a total cost of \$353,862 will be paid out of Title III funds. The remaining two (2) years of the contract at a cost of \$253,955 will be paid from self-generated funds that will be set aside specifically for the EAB contract.

Dr. Veloria Nanze  
VC Finance & Administration  
9/18/2028



EAB Global, Inc.  
2445 M Street NW  
Washington, DC 20037

**Program Order Form**

Organization: Southern University at Shreveport  
 Attn: Aubra Gantt  
 3050 Dr Martin Luther King Dr, Shreveport, LA 71107  
 Shreveport, LA 71107

Date: 8/5/2024

**Program and Program Fees:**

Organization will have access to the Program services set forth below (the "Services"), which are as described in greater detail in each applicable Program Scope available here:

Navigate - <https://scopes.eab.com/navigate>

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term: October 1, 2024 - September 30, 2025		Quantity	Fees	
Navigate360	3,154 Undergraduate	3,154 Total Students	USD	114,485.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
<b>Total</b>			<b>USD</b>	<b>114,485.00</b>

Program Term: October 1, 2025 - September 30, 2026		Quantity	Fees	
Navigate360	3,154 Undergraduate	3,154 Total Students	USD	117,920.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
<b>Total</b>			<b>USD</b>	<b>117,920.00</b>

Program Term: October 1, 2026 - September 30, 2027		Quantity	Fees	
Navigate360	3,154 Undergraduate	3,154 Total Students	USD	121,457.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
<b>Total</b>			<b>USD</b>	<b>121,457.00</b>

Program Term: October 1, 2027 - September 30, 2028		Quantity	Fees	

Navigate360	3,154 Undergraduate	3,154 Total Students	USD	125,101.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
<b>Total</b>			<b>USD</b>	<b>125,101.00</b>

Program Term: October 1, 2028 - September 30, 2029		Quantity	Fees	
Navigate360	3,154 Undergraduate	3,154 Total Students	USD	128,854.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
<b>Total</b>			<b>USD</b>	<b>128,854.00</b>

The fees offered in this Program Order Form are based on the Program(s) above and any other existing Programs you may have purchased from us. In the event you terminate or discontinue any Program, including any Program in this Program Order Form, prior to the expiration of its Program Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a "Year").

This Program Order Form is made pursuant to the Master Agreement dated as of 1/10/2024, which along with the applicable Program Scope which are incorporated herein by reference, form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the "Agreement").

**Invoicing:**

Services will commence on the initial date of the first Program Term (the "Start Date"). EAB will invoice Organization in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Program Fees on the initial invoice of each Year of this Agreement as outlined below.

All Program Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, all Program Fees will be billed and due on or before the start of each Year.

**Additional Terms:**

Organization represents and warrants that funds sufficient to meet all financial obligations hereunder for Year 1 of the Program Term have been allocated and are available. Further, EAB agrees and understands that from the first anniversary of the start date of the Program Term, the financial obligations of Organization to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the Organization. In the event that the entities controlling such funding fail to appropriate funds within five percent (5%) of the previous Year appropriation and Organization has determined, in Organization's sole discretion, that there are insufficient funds available to cover Organization's obligation for the upcoming Year under this Program Order Form, Organization shall have the right to terminate this Program Order Form for the upcoming Year without damage, penalty, cost, or further obligation, provided: (i) Organization has notified EAB in writing of its intention to exercise such option at least 90 days in advance of the last day of the current Program Term Year; and (ii) Organization has provided sufficient documentation of such decrease in appropriation of funds.

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to Rachel LaVigna [rlavigna@eab.com](mailto:rlavigna@eab.com) to initiate your participation in the Program(s) no later than 8/15/2024 (after which fees and terms set forth above are subject to change).

**EAB Global, Inc.:**

**Southern University at Shreveport:**

Signature: *Alyssa M. Franklin*  
Name: Alyssa Franklin  
Title: Executive Director  
Date: 8/5/2024

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPTIONAL FOR BILLING PURPOSES ONLY**

Invoices should be sent by EAB to this Email Address: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_  
Billing Contact Email Address: \_\_\_\_\_  
Billing Contact Phone: \_\_\_\_\_  
Purchase Order No. (if applicable): \_\_\_\_\_





# Southern University System Request for Professional Services Contractual Approval Form

Date 9/24/2024  
Department: Student Leadership and Engagement  
Student Affairs  
Campus Location: Smith-Brown Memorial Union  
Suite 203  
Campus Mailing Address: PO Box 10202  
Baton Rouge

Please Check The Appropriate Box(es):

Individual or Business Categories:

- LA Company
- Minority Business
- Woman Business
- Veteran Business
- Small Business
- Hudson Initiative
- Out of State Co.
- Individual
- Other

PLEASE IDENTIFY THE SOURCE OF FUNDING AND INSERT THE BANNER BUDGETARY CODE BELOW:

FUNDING	FUND CODE	ORGANIZATION CODE	ACCOUNT NUMBER	PROGRAM CODE	AMOUNT
Agency/Athle	292011	27154	74000	25000	495,000.00
Federal Fund					
General Fund					
Self Generated					

This is to certify that the attached contract between \_\_\_\_\_ of

NAME OF CONTRACTOR

23 Lisbon St., Suite M, Canfield, Ohio Zip Code 44406

MAILING ADDRESS OF CONTRACTOR

And Southern University Baton Rouge <sup>Campus</sup> in the amount of 495,000.00

has been prepared in accordance with State Regulations for procurement of Professional  Personal  Social or Consulting  Services. This contract covers the period of October 13-19, 2022

{  FEDERAL TAX IDENTIFICATION NO. 46-2430298 { } SOCIAL SECURITY NUMBER \_\_\_\_\_

[Signature]  
Signature of Requestor, End User or Departmental Representative

Winton R. Anderson  
Print or Type Name

Ext. 6217  
Telephone Number

### RECOMMENDATION FOR APPROVAL SIGNATURES:

STUDENT ADVISOR (IF APPLICABLE) \_\_\_\_\_  
J. Carl White 9-25-24  
DIRECTOR OR DEPARTMENT HEAD  
J. Carl White  
DEAN OR VICE CHANCELLOR

DIRECTOR OF HUMAN RESOURCES (PERSONNEL) \_\_\_\_\_  
DIRECTOR OF PURCHASING \_\_\_\_\_  
[Signature]  
VICE CHANCELLOR FOR FINANCE & ADMINISTRATION

# *Southern University and A&M College*

*Baton Rouge, LA 70813*

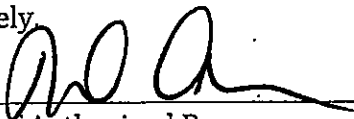
## LETTER OF CERTIFICATION

Dear President-Chancellor Dennis Shields:

In reference to the enclosed contract, we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis;
2. The services are not available as a product of a prior or existing Professional, Personal, Consulting or Social services contract;
3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes Title 39:1595, have been complied with;
4. The Student Government Association Department has developed and fully intends to implement a written plan providing for:
  - a. The assignment to Winton Anderson to a monitoring and liaison function; and
  - b. The periodic review of interim reports or other indicia of performance to date; and
  - c. The ultimate use of the final product of the services.
5. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and a long-term analysis and is available for review.
6. The cost basis for the proposed contract is justified and reasonable.
7. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided is contained in the proposed contract.
8. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions, which address the need for assurances and/or monitoring of the key internal control.
9. **The Board of Regents has been notified, in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.**

Sincerely,



\_\_\_\_\_  
Name of Authorized Preparer

\_\_\_\_\_  
Director of Student Leadership and Engagement

\_\_\_\_\_  
Title

State of Louisiana  
Parish Of East Baton Rouge

**PROFESSIONAL SERVICES CONTRACT**

BE IT KNOWN, that on this day of 9/24/2024 Southern University System, Baton Rouge, Louisiana  
70813, hereinafter sometimes referred to as the "University" and 2Deep Entertainment LLC

Whose address is: 23 Lisbon St, Suite M  
City: Canfield State: OH Zip: 44406  
Telephone No: (330) 397-4350 Facsimile No: \_\_\_\_\_ Cellular No: \_\_\_\_\_  
Email Address: TV@2DeepEvents.com, hereinafter sometimes referred to as "Contractor" does hereby enter into  
contract under the following terms and conditions: *(If additional space is needed please include a separate labeled sheet.)*

1.

**SCOPE OF SERVICES:**

Full performance of Clarissa, Jeremiah, and opening acts on

2.

**SPECIFIC GOALS AND OBJECTIVES:**

The contractor will provide an all inclusive production for the aforementioned artist. The contractor will also  
provided lodging and ground transportation for each artist as specified in the agreement.

3.

**MEASURES OF PERFORMANCE:**

Contractor will provide measures based on ability to provide above mentioned services to the satisfaction of  
student/public audience and the ability in accordance to the Office of Student Leadership and Engagement

4.

**MONITORING PLAN:**

Winton Anderson, Director of Student Leadership and Engagement and Dr. F. Carl Walton, Vice  
Chancellor of Student Affairs will be on-site to monitor objectives and success of the events.

5.

**PAYMENT TERMS**

In consideration of the services described above, the University hereby agrees to pay to the contractor a maximum fee of  
\$ 495,000.00. Payment will be made only on approval of F. Carl Walton. If  
progress and/or completion to the reasonable satisfaction of Southern University are obtained, payments are scheduled as follows:  
Contract will be paid based on the completion of the services outlined at the end of the term of this  
agreement which is scheduled to be on October 17, 2024

6.

**TERMINATION FOR CONVENIENCE**

The University may terminate this contract at any time by giving seven (7) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.

**TERMINATION FOR CAUSE**

The University may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the University to comply with terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

8.

**REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Statutes Annotated (LSA) -- Revised Statutes (R. S.) 39:1672.2-1672.4; 39:1524 -- 1526.

9.

**RECORD OWNERSHIP**

Upon completion of this contract, or if terminated earlier, all records, reports, documents and other material delivered or transmitted to Contractor by the University shall remain the property of the University, and shall be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract. All records, reports, worksheets, documents or other material related to this contract and/or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract.

10.

**NONASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or notation without prior written consent of the University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

11.

**AUDITORS**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall have the option of auditing all accounts of contractor, which relate to this contract.

12.

**FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13.

**E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

14.

**GOVERNING LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations, executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East baton Rouge, State of Louisiana.

15.

**DISCRIMINATION CLAUSES**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16.

**CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

17.

**ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the list of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O's 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

18.

**CONTRACTOR'S COOPERATION:**

The Contractor has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc., to the University when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

19.

**COMMISSIONER'S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this contract, any contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

20.

**TRAVEL EXPENSES**

No more than (\$ 0.00 ) of the total maximum payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses; and

Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum PPM #49.

21.

**TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or Legislative appropriation shall be contractor's obligation and identified under Federal Tax Identification Number: 46-2430298

22.

**TERM OF CONTRACT**

This contract shall begin on October 13, 2024 and shall terminate on October 19, 2024.



**GENERAL AUTHORITY:**

This contract was prepared in accordance with the State of Louisiana, Revised Statute 39:1551-1736, 39:1595 and the Office of Contractual Review, Division of Administration and Southern University System's Administrative and Fiscal Policies and Procedures governing Professional, Personal, Consulting and Social Services. Contracts prepared for a dollar amount that exceeds \$20,000.00 shall require the approval of the President of the Southern University System, Department of Civil Service and the Director of the Office of Contractual Review, Division of Administration. **NO CONTRACT SHALL BE VALID UNTIL ALL APPROVALS HAVE BEEN OBTAINED.**

IN WITNESS WHEREOF, the parties have executed this agreement as of this day of September 25, 2024.

**CONTRACTOR**

**SOUTHERN UNIVERSITY - BATON ROUGE CAMPUS**

BY: Terill Vidale  
Signature of Contractor

By: John K. Pierre  
John K. Pierre, Chancellor, SUBR, SUS

Terill Vidale  
Print or Type Name

John K. Pierre  
Print or Type Name

**WITNESSED:**

**WITNESSED:**

BY: Kennedy Orr  
Signature

By: F. Carl Walton  
Signature

Kennedy Orr  
Print or Type Name

F. Carl Walton, PhD  
Print or Type Name

**WITNESSED:**

**WITNESSED:**

BY: Jarica Hunter  
Signature

By: Winton Anderson  
Signature

Jarica Hunter  
Print or Type Name

Winton Anderson  
Print or Type Name

Date: 9/24/2024

# CONSULTANT AUTHORIZATION FORM

TO BE COMPLETED IN SUPPORT OF ALL REQUESTS FOR PAYMENT OF CONTRACTURAL EXPENSES.

The Student Government Association is hereby requesting approval to employ the

Name of Department, Grant or Program

Individual identified below as a consultant on Account Number: 292011-27154-25000

Name of person/company Terill Vidale

Consultant's Present

Federal Tax Identification No. 46-2430298

Job Title: Consultant

Social Security Number: \_\_\_\_\_

Employer: 2Deep Entertainment LLC

Part Time  
 Full Time

Business Address: 23 Lisbon Street, Suite M

City: Canfield

State: OH

Zip 44406

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip \_\_\_\_\_

Place of Service: Southern University and A&M College

Date(s) of Service(s) October 13-19, 2024

Amount to be Paid: 495,000.00

A. Give Purpose Or State Need Of Consultation Service (State Specific Service To Be Performed Or Rendered):

The contractor will provide artist and overall event management for Homecoming 2024. Services will include securing talent talent, lighting & sound, video monitoring, crew, and event management. +

B. Give Method Or Reasons For Selection Of The Above Consultant:

The contractors has substantial experience providing services in the areas of concert production , event management, and talent acoulsition. +

C. Indicate How Fee Amount Was Determined. (Indicate Amount Of Hourly Or Daily Rate Of Pay):

Rate of pay was based on the market rate for talent and event production.

D. Indicate Why Persons Presently On Southern University Payroll Cannot Provide Service (s):

Professional staff who oversee Homecoming do not have the expertise in talent acquisition and will not be able to managem. +

E. Is This Individual An Employee Of The Federal Government?

YES  NO

Is This Individual An Employee Of The University?

YES  NO

Is This Individual A Retired University Employee?

YES  NO  (if yes, what is effective date)

F. List Names Of All Consultants Or Contractors Considered:

N/A

As Principal Investigator, I Hereby Certify That:

1. These Services Are Essential And Cannot Be Or Provided By Persons Receiving Salary On The Grant Or Otherwise Compensated For Their Services.

2. A Selection Process Has Been Employed To Secure The Qualified Person Available.

3. The Charge Is Appropriate Considering The Qualification Of The Consultant, His Normal Charges, And The Nature Of The Service Rendered.

4. If The Consultant Is A Southern University Employee, Consultation Is Across Departmental Lines And In Addition To Regular Duties And/Or Involves A Separate Or Remote Operation And Is In Addition To The Consultant's Regular Departmental Workload.

  
Departmental Chairperson

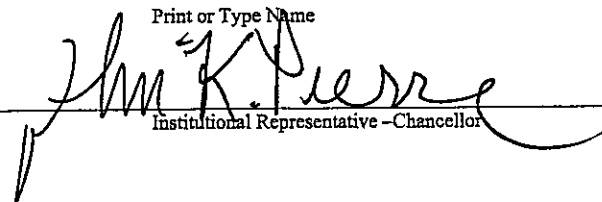
  
Principle Investigator or Requestor

F. Carl Walton, Ph.D.

Winton Anderson

Print or Type Name

Print or Type Name

  
Institutional Representative - Chancellor

September 25, 2024

Date

**SOUTHERN UNIVERSITY  
POST OFFICE BOX 9534  
BATON ROUGE, LOUISIANA 70813  
(225) 771-4580**

**TIME SHEET**

GRANT NUMBER OR DEPARTMENTAL CODE \_\_\_\_\_ DEPARTMENT Student Government Association

Date(s) of Service(s): <u>October 13-19, 2024</u> _____ _____ _____ _____ _____ _____	Time Period of Service(s) Hours – C.S.T. _____ _____ _____ _____ _____ _____
--	--

I HEREBY CERTIFY THAT SERVICES WERE RENDERED BY ME ON THE DATE(S) AND THE TIME PERIOD AS SPECIFIED ABOVE.

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature  
(The name of the above person written with his/her name)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Director/Department Head Signature

\_\_\_\_\_  
Director of Human Resources (Personnel)

(THIS FORM MUST BE SUBMITTED TO THE HUMAN RESOURCES OFFICE UPON COMPLETION OF SERVICES)  
PLEASE ATTACH A COPY OF APPROVED CONTRACT, WHEN APPLICABLE.

Amount: \$ \_\_\_\_\_




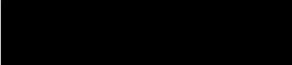
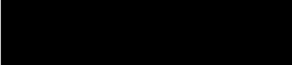
2Deep Entertainment, LLC  
 23 Lisbon Street  
 Suite M  
 Canfield, Ohio 44406  
[www.2DeepEvents.com](http://www.2DeepEvents.com)

THIS CONTRACT, ("Agreement"), for the personal services of musicians for the engagement described below, ("Performance"), is made this Monday September 23, 2024, between Southern University and A&M College, ("Purchaser"), and 2Deep Entertainment, L.L.C, ("Producer"), collectively, ("Parties").

2Deep Entertainment, LLC is a booking and event coordination company registered by the State of Ohio.  
 Registration Number # 2224135

**DETAILS:**

Artists:  DOORS TIME 6pm

DATE October 17, 2024 START TIME   
 CAPACITY 6,500 SET LENGTH 

VENUE Southern University  
 ADDRESS 801 Harding Blvd  
 CITY/STATE Baton Rouge, LA 70807 CONTACT PHONE   
 EMAIL 

TICKET PRICE TBA SHOW TYPE College

Guaranteed wages, rain, or shine to be paid in the amount of \$495,000.00 (FOUR HUNDRED AND NINETY FIVE THOUSAND U.S. DOLLARS) for Talent for Concert, Flights, Ground, Hotels, Lights, Sound, Labor, Engineers, Mics, Cords, Consoles & Event Execution payable to "2Deep Entertainment, L.L.C" via certified check without any deduction for fees or taxes.

GUARANTEED WAGES: \$495,000.00 All-Inclusive  
 INITIAL PAYMENT: \$0.00  
 BALANCE DUE: \$495,000.00 October 18, 2024, via official check, cashiers check or wire

- PROVISIONS:**
- \*ARTIST TO SELL MERCHANDISE
  - \*PURCHASER TO PROVIDE THE VENUE.
  - \*PURCHASER TO PROVIDE HOSPITALITY.
  - \*PURCHASER TO PROVIDE THE STAGE AND POWER.

**REMARKS:**  
 This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND APPROVE THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGES. THIS AGREEMENT BECOMES VOID IF EMPLOYER FAILS TO SIGN AND RETURN SAME WITHIN 7 DAYS OF DATE ISSUED.

Southern University and A&M College  
 X M. K. Pierre 9/25/24  
 (AUTHORIZED REPRESENTATIVE) DATE  
 C/O Southern University and A&M College

2Deep Entertainment, LLC.  
 X Terrill White  
 (AUTHORIZED REPRESENTATIVE) DATE  
 C/O 2Deep Entertainment, LLC.



**ADDITIONAL TERMS AND CONDITIONS - The Parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:**

With regards to the Performance(s) described in the Agreement, PURCHASER agrees to provide the following, at PURCHASER'S sole cost and expense, for the Performance(s) stated in the Agreement and, if required by the PRODUCER, any and all rehearsals:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, billposting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage décor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s) or any part thereof.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):

a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;

b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and

c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.

9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days' notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement without payment or penalty of any sort.





12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pocket costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages.

14. Currency. Unless otherwise provided herein, 2Deep Entertainment, LLC. will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

a. *Definition:* A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

16. Insurance

At Purchaser's expense, Purchaser shall obtain any and all required licenses and permits for the Engagement and shall obtain and have in place all reasonable and necessary fire, liability and other insurance as may be appropriate and/or required by law for the Engagement as well as adequate security to protect Artist, Artist's property and equipment, and all persons in attendance.

17. Indemnification

a. PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.



19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NONPERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 2Deep Entertainment, LLC. ACTS ONLY AS AN AGENT FOR PRODUCER AND ASSUMES NO LIABILITY HEREUNDER. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE ADDITIONAL TERMS AND CONDITIONS AND THE ARTIST'S RIDER (ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN), THE TERMS OF THE ARTIST'S RIDER WILL CONTROL.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

21. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS, WILL CREATE A WARRANTY OR REPRESENTATION. PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS, OR REPRESENTATIVES.

22. The Parties each acknowledge that 2Deep Entertainment, LLC acts only as agent and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that 2Deep Entertainment, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL ONLY BE INSTITUTED IN THE Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. PURCHASER AND PRODUCER AGREE TO PERSONAL JURISDICTION IN ANY ACTION BROUGHT IN ANY COURT, FEDERAL OR STATE, WITHIN THE Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. HAVING SUBJECT MATTER JURISDICTION OVER THE MATTERS ARISING UNDER THIS AGREEMENT, PURCHASER AND PRODUCER WAIVES ANY OBJECTION WHICH IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OF SUCH ACTION OR PROCEEDING AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING. LOUISIANA LAW SHALL APPLY TO THIS AGREEMENT AND ANY RELATED MATTERS. NOTHING IN THE AGREEMENT SHALL REQUIRE THE COMMISSION OF ANY ACT CONTRARY TO LAW OR TO ANY RULE OR REGULATION OF ANY UNION, OR SIMILAR BODY HAVING JURISDICTION OVER THE PERFORMANCES OR ANY ELEMENT THEREOF. WHEREVER OR WHENEVER THERE IS ANY CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY SUCH LAW, RULE OR REGULATION, SUCH LAW, RULE OR REGULATION SHALL PREVAIL AND THIS AGREEMENT SHALL BE CURTAILED, MODIFIED, OR LIMITED ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

24. If any provision of this Agreement or its application to any person or circumstance is held invalid or unenforceable, the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. Thus, the validity and enforceability of all valid and enforceable provisions shall not in any way be affected or impaired by any invalid or unenforceable provisions.

25. This Agreement becomes binding upon PURCHASER and PRODUCER, their successors, heirs, and assigns when it is signed on page 1 by PURCHASER and PRODUCER. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto. This Agreement may not be amended or modified in any manner unless in writing and signed and dated by both PURCHASER and PRODUCER.

27. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval." If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."

28. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Producer relating to and permitting such recording, reproduction or transmission.





2400 Market Street  
Philadelphia, PA 19103

October     , 2024

Dr. Dennis J. Shields  
President  
Southern University and A&M College  
3rd Floor, J. S. Clark Administration Building  
P.O. Box 9212  
Baton Rouge, LA 70813

Dear President Shields:

This Letter Amendment shall confirm the understanding between you and our representatives that, effective as of October 11, 2024, that certain Facilities Lease Agreement by and between the Board of Supervisors of the Southern University and Agricultural and Mechanical College System on behalf of **SOUTHERN UNIVERSITY AT BATON ROUGE, SOUTHERN UNIVERSITY AT NEW ORLEANS, AND SOUTHERN UNIVERSITY AT SHREVEPORT** ("Southern") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("Aramark") dated as of July 1, 2014, (as amended, the "Agreement"), shall be further amended as follows:

1. Section 14, **BATON ROUGE CAMPUS UNRESTRICTED GRANT; FINANCIAL COMMITMENTS; BRAND REFRESH FUNDING**, shall be deleted in its entirety and replaced with the following:

**A. Prior Financial Commitments:** Pursuant to the Agreement, Aramark agreed to make financial commitments and grants to the Southern in an amount up to Three Million Six Hundred and Sixty-Seven Thousand Dollars (\$3,667,000) (collectively, the "Prior Financial Commitments") for unrestricted grants and food service facility renovations and the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Southern's premises. As of August 31, 2024, the outstanding unamortized balance of all Prior Financial Commitments was One Million Eight Hundred and Sixty-Two Thousand Three Hundred and Eighty-Five Dollars and Forty-Nine Cents (\$1,862,385.49) (the "Prior Financial Commitments Unamortized Balance"). Aramark will continue to amortize each Prior Financial Commitment in accordance with its original amortization period.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Prior Financial Commitments Unamortized Balance, Southern shall reimburse Aramark for the unamortized balance of the Prior Financial Commitments Unamortized Balance as of the date of expiration or termination. In the event such amounts owing to Aramark are not paid to Aramark within 45 days of expiration or termination, Southern agrees to pay interest on such amounts at the Prime Rate plus one and one-half percentage points (1.5%) per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 45 days of expiration or termination, Southern agrees to pay interest on such amounts at the Prime Rate plus one and one-



half percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date.

**B. 2024 Baton Rouge Financial Commitment:** In consideration of Southern's agreement to enter into this Letter Amendment with Aramark and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aramark shall make a financial commitment to Southern in an amount up to Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) (the "2024 Baton Rouge Financial Commitment"). Southern agrees to invest the 2024 Baton Rouge Financial Commitment in food service facility renovations and in the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Southern's Baton Rouge campus. Any equipment purchased by Aramark on Southern's behalf shall be purchased as a "sale-for resale" to Southern. Southern shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Southern acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate.

The 2024 Baton Rouge Financial Commitment shall be made in various segments (each, a "2024 Baton Rouge FC Segment") as set forth below. Each 2024 Baton Rouge FC Segment shall be committed by Aramark at such time as mutually determined by Aramark and Southern during the applicable operating period. Aramark shall be obligated to commit any 2024 Baton Rouge FC Segment only if this Agreement is in full force and effect as of the date upon which Aramark is to commit such 2024 Baton Rouge FC Segment.

<i>Estimated Period of Renovation</i>	<i>Amount of 2024 Baton Rouge FC Segment</i>	<i>Proposed Use*</i>
June 1, 2025 – August 1, 2025	\$10,000,000	Mayberry Marketplace Renovation
June 1, 2026 – August 1, 2026**	\$3,000,000	Dunn Residential Dining Renovation
June 1, 2025 – August 1, 2025	\$350,000	Chick-Fil-A Refresh
June 1, 2026 – August 1, 2026	\$150,000	Law School Refresh

\* The parties may reallocate funding among various projects upon mutual agreement.  
\*\* Investment to be made in connection with the incremental addition of 600 board plans by Southern.

Each 2024 Baton Rouge FC Segment shall be amortized on a straight-line basis over the number of months remaining between complete expenditure of each 2024 Baton Rouge FC Segment and June, 2034.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of any 2024 Baton Rouge FC Segment, Southern shall reimburse Aramark for the unamortized balance of all outstanding 2024 Baton Rouge FC Segments as of the date of expiration or termination. In the event such amounts owing to Aramark are not paid to Aramark within 45 days of expiration or termination, Southern agrees to pay interest on such amounts at the Prime Rate plus one and one-half percentage points (1.5%) per annum,



computed each Accounting Period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 45 days of expiration or termination, Southern agrees to pay interest on such amounts at the Prime Rate plus one and one-half percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date.

**C. Innovation Fund:** Commencing July 1, 2025, and continuing through the term of this Agreement, Aramark shall accrue an innovation fund (the "Innovation Fund") in the amount of one percent (1%) of Net Receipts per Operating Year. Such funds will be disbursed on a schedule and to campus area of focus mutually agreed upon by Aramark and Southern. A detailed accounting of the funds expended shall be developed upon the completion of each annual installment. In the event that a balance remains in the fund at the end of any Operating Year, the balance will be added to the amount of the fund available in successive Operating Years. Aramark will provide Southern with fifty thousand dollars (\$50,000) on or before December 31, 2024, for the Innovation Fund for the 2024-2025 Operating Year.

**D. Annual Unrestricted Grant:** Commencing November 1, 2024, and continuing through the term of this Agreement, Aramark shall provide Southern with an annual unrestricted grant in the amount of One Hundred Thousand Dollars (\$100,000) per Operating Year. Such funds will be disbursed on a schedule mutually agreed upon by Aramark and Southern.

**E. Equipment Repair and Maintenance Fund:** Commencing November 1, 2024, and continuing through the term of this Agreement, Aramark shall accrue an equipment repair and maintenance fund in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) per Operating Year. Such funds will be disbursed as mutually agreed-upon by Southern and Aramark for repair and maintenance of the equipment that is part of the Food Service Facilities. A detailed accounting of the funds expended shall be developed upon the completion of each annual installment. In the event that a balance remains in the fund at the end of any Operating Year, the balance will be added to the amount of the fund available in successive Operating Years.

**F. Annual Scholarship Fund:** Commencing November 1, 2024, and continuing through the term of this Agreement, Aramark shall provide Southern with an annual scholarship fund in the amount of Sixty Thousand Dollars (\$60,000) per Operating Year. Such funds will be disbursed on a schedule mutually agreed upon by Aramark and Southern.

**G. Food Insecurity Fund:** Commencing November 1, 2024, and continuing through the term of this Agreement, Aramark shall provide Southern with an annual food insecurity funding in the amount of Forty-Two Thousand Dollars (\$42,000) per Operating Year, increasing by three percent (3%) each Operating Year. Aramark shall provide such funding primarily in the form of meal swipes (value calculated based upon the current door rate for meal swipes), with the remainder, if any, funded by donations to the food pantry (value calculated based upon Aramark's invoice cost) Such funds will be disbursed on a schedule mutually agreed upon by Aramark and Southern.

**H. Annual Commuter Meal Plan Scholarship Fund:** Commencing

November 1, 2024, and continuing through the term of this Agreement, Aramark shall provide Southern with annual meal plan scholarships in the amount of Fifty Thousand Dollars (\$50,000) per Operating Year, with the value calculated based upon the retail value of the meal plan(s). Such meal plan scholarships shall be awarded as mutually agreed upon by Aramark and Southern.

**I. Annual Chancellor/Faculty/Staff Catering Fund:** Commencing November 1, 2024, and continuing through the term of this Agreement, Aramark shall accrue an annual catering fund (the "Catering Fund") for the Chancellor, faculty and staff in the amount of Seventy-Five Thousand Dollars (\$75,000) per Operating Year, increasing by three percent (3%) each Operating Year. The catering provided pursuant to the Catering Fund shall be provided at Aramark's then-current catering pricing. Southern and Aramark will mutually agree-upon the events for which the Catering Fund will be used. A detailed accounting of the funds expended shall be developed upon the completion of each annual installment. In the event that a balance remains in the fund at the end of any Operating Year, the balance will be added to the amount of the fund available in successive Operating Years.

**J. Additional Mandatory Boarders:** The financial commitments and other funding set forth in this Section 14 are contingent upon Southern having Two Thousand Seven Hundred and Seventy-Five (2,775) mandatory boarders in the Fall of 2027 and the Fall of each subsequent Operating Year through the term of this Agreement (the "Fall 2027 Targeted Board Plan Sales"). In the event that actual board plan sales for the Fall of 2027 or the Fall of any Operating Year thereafter do not equal at least the Fall 2027 Targeted Board Plan Sales, then Aramark shall be entitled to suspend the financial commitments and other funding set forth in this Section 14 until the parties have renegotiated the financial terms of this Agreement (which may include, without limitation, the amounts of any proposed financial commitment funding or additional annual payments, meal plan rates, or applicable commission structures) to equitably compensate Aramark for such shortfall in board plan sales.

2. Section 17, **BATON ROUGE CAMPUS FINANCIAL TERMS**, shall be deleted in its entirety and replaced with the following:

**17. BATON ROUGE CAMPUS FINANCIAL TERMS:**

**A. Southern/Aramark's Responsibilities:** All facilities, equipment and services that are to be provided by Southern under this Agreement shall be at Southern's expense, unless otherwise specified in this Agreement or by written agreement of the parties. All equipment and services that are to be provided by Aramark under this Agreement shall be at Aramark's expense, unless otherwise specified in this Agreement or by written agreement of the parties attached and a numbered amendment hereto.

**B. Board Plan Rates:** Aramark agrees to prepare and serve meals to Southern's students participating in the board plans at the following rates (rates do not include any state or local sales tax which may be collected at the time of purchase of the board plan):

**2024-2025 Operating Year Rates**



<u>Plan</u>	<u>Rate per Semester</u>
Jag 19 (includes \$100 in in DB dollars)	\$1,880
Jag 16 (includes \$200 in DB dollars)	\$1,880
Jag 14 (includes \$250 in DB dollars)	\$1,880
Jag 12 (includes \$300 in DB dollars)	\$1,880

**2025-2026 Operating Year Rates**

<u>Plan</u>	<u>Rate per Semester</u>
Jag 19 (includes \$100 in in DB dollars)	\$1,955
Jag 16 (includes \$200 in DB dollars)	\$1,955
Jag 14 (includes \$250 in DB dollars)	\$1,955
Jag 12 (includes \$300 in DB dollars)	\$1,955

The foregoing prices shall be in effect for the 2024-25 and 2025-26 Operating Years. After the 2025-26 Operating Year, Board Plan rates will be adjusted annually based upon the increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100% base period), Food Away From Home (“CPI”) (or a comparable index if that index is not available). The maximum service days for residential meal plan operations is 226 days.

On the 16th class day of each semester, Southern shall furnish Aramark with a list of all persons participating in the Board Plan. Southern will advise Aramark weekly of any changes in the list. No allowance will be made for meals or days which contract patrons miss and partial days will be considered full days for billing purposes.

Aramark and Southern agree that the board plan rates set forth above are conditioned upon the current sale of a minimum of Two Thousand One Hundred and Seventy-Five (2,175) board plans (the “Pre-Fall 2027 Targeted Board Plan Sales”), as averaged in the Fall and Spring semesters for the 2024-2025 through 2026-2027 Operating Years. Aramark and Southern further agree that beginning with the 2027-2028 Operating Year, board plan rates will be negotiated based upon the sale of a minimum of Two Thousand Seven Hundred and Seventy-Five (2,775) board plans for the Fall semester (the “Fall 2027 Targeted Board Plan Sales”). In the event that actual board plan sales in each Operating Year do not equal at least the Targeted Board Plan Sales or the Fall 2027 Targeted Board Plan Sales, as applicable, then the parties will renegotiate the financial terms of this Agreement (which may include, without limitation, the amounts of any proposed financial commitment funding or additional annual payments, meal plan rates, or applicable commission structures) to equitably compensate Aramark for such shortfall in board plan sales.

**C. All-You-Can-Eat Locations:** Aramark shall provide meals to Southern's students, faculty, staff and guests at the All-You-Can-Eat location at mutually agreed upon prices. The All-You-Can-Eat locations are Mayberry Dining Hall and Dunn Dining Hall.

**D. Catering:** Aramark shall provide catering services for special groups and Administrative functions authorized by Southern at prices to be mutually agreed upon. This right is not exclusive. The System President or the Chancellor of the Baton Rouge Campus may contract with other vendors for such catering.

**E. Lease Payment:** Aramark shall pay to Southern an annual lease payment of the greater of (i) the annual amount reflected in the schedule below (which amount shall be adjusted each year as provided in Section 17.G of this Agreement), to be prorated and paid on an Accounting Period basis, or (ii) the commissions calculated in accordance with Paragraph 17.F herein. Payment will be made based on the Net Invoice. After contract years 2014-2015 and 2015-2016, Southern will deduct from the amount payable to Aramark, as reflected in Aramark’s Accounting Period billing, Southern’s pro-rated portion of the minimum guaranteed lease payment. (See Section 19.D)

**MINIMUM ANNUAL GUARANTEES**

CONTRACT YEAR	MINIMUM GUARANTEE*
2014-2015	\$1,100,000
2015-2016	\$1,133,000
2016-2017	\$1,167,000
2017-2018	\$1,202,000
2018-2019	\$1,238,000
2019-2020	\$1,275,000
2020-2021	\$1,076,660
2021-2022	\$1,353,000
2022-2023	\$1,393,000
2023-2024	\$1,435,000
2024-2025	\$1,478,000
2025-2026	\$1,523,000
2026-2027	\$1,568,000
2027-2028	\$1,615,000
2028-2029	\$1,664,000
* The minimum annual guarantee is based on a minimum of 2,175 Board Plans through the 2026-2027 Operating Years and 2,775 Board Plans for each subsequent Operating Year.	

i) In the event the average yearly boarders fall below the Targeted Board Plan Sales or the Fall 2027 Targeted Board Plan Sales, as applicable, the yearly lease payment will not be subject to the scheduled increase for that year as noted in Paragraph 17.G. The lease payment increases will resume from the year they were left off following any year in which the average yearly boarders equals at least the Targeted Board Plan Sales or the Fall 2027 Targeted Board Plan Sales, as applicable.



**F. Southern's Commissions:** Aramark shall retain all receipts from its operations on Southern's premises. Aramark shall pay to the Southern University System (attn.: Vice President for Finance and Business Affairs) a commission based on its Net Receipts, calculated in accordance with the following schedule:

<u><i>Type of Operation</i></u>	<u><i>Commission Rate</i></u>
Board Plan	19%
Declining Balance/Cash at Residential Facilities	12%
Non-National Brands	12%
Declining Balance /Cash at Non-National Brands	12%
Declining Balance/Cash at C3 Express	12%
Declining Balance/Cash at Bene' Pizza & Pasta	12%
Declining Balance/Cash at Home Zone Louisiana	12%
Declining Balance/Cash at National Brands	10%
Declining Balance/Cash at Java City	10%
Catering/Summer Conference/Concessions	12%

**G. Annual Price and Lease Guarantee Increases:** Notwithstanding anything elsewhere in this Agreement to the contrary (but subject to the conditions set forth in Section 17.E of this Agreement), the (i) board plan rates set forth in Section 17.B of this Agreement and (ii) the guaranteed lease payment set forth in Section 17.E of this Agreement shall be adjusted each year, subject to approval by Southern, which adjustment shall be based on the percentage change in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100% base period), Food Away From Home ("CPI"), or a comparable index if that index is not available. Such percentage change shall be measured from the effective date of this Agreement (July 1) to the anniversary date of the effective date of this Agreement and thereafter, on each such subsequent anniversary date (July 1 of each year). Any changes in meal plan offerings shall be mutually agreed upon by both parties.

3. Section 20, **ACCOUNTING**, Sub-section A, **Initial Four-Week Payment**, shall be deleted in its entirety and replaced with the following:

**20. ACCOUNTING:**

**A. Initial Six-Week Payment:** Prior to the commencement of each Fall Semester for each Operating Year hereunder, Aramark shall submit to Southern an invoice for an amount equal to the estimate of Aramark's charges for serving Board Plan patrons for six weeks (the "Initial Payment"). Such Initial Payment shall be based on prior year enrollments and will be credited to Southern in each Operating Year of this Agreement at the time of the last Spring Semester billing made by Aramark to Southern

In all other respects the Agreement shall remain unmodified and in full force and effect. This Letter Amendment is hereby attached to, and made part of, the Agreement.



October     , 2024

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If the foregoing is in accordance with your understanding, please sign and date a copy of this Letter Amendment and return it to Aramark at your earliest convenience.

Very truly yours,

**ARAMARK EDUCATIONAL SERVICES, LLC**

By: \_\_\_\_\_  
Richard Kotzker  
Vice President

The above is accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SOUTHERN UNIVERSITY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Name: Dennis J. Shields  
Title: President

## Mission Statement

Through shared governance, leadership, and a diverse system of unique institutions, the mission of the Southern University and A&M College System is to deliver affordable world-class education, a trained workforce, state-of-the-art research, creative scholarship, and transformational public service to the State of Louisiana, the Nation, and the World.

## PERSONNEL AFFAIRS COMMITTEE (Following Legal Affairs Committee)

September 27, 2024

### AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item(s)

#### A. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUBR)

Name	Position/Department	Personnel Action	Waived/Search	Salary		Funding Source
				Previous	Suggested	
1. Donna Burks	Intervention Counselor SU Police Department	New Position	Search	N/A	\$72,000	Federal
2. Jethro Hilman	Basketball Coach Dept. of Athletics	Existing Position	Salary Adjustment	\$55,000	\$65,000	State
3. Roniece Lanus	Associate Comptroller for Special Projects Finance & Administration	New Position	Search	N/A	\$62,500	State
4. Avis O'Bryant-Chaney	Program Coordinator Honors College	New Position	Transfer	N/A	\$61,125	State
5. Nadia Seals	Principal SU Lab School	Existing Position	Search	\$95,123	\$110,000	State
6. Vernestine Jiles	Coordinator for Student Success	New Position	Waived	N/A	\$70,000	Federal

#### B. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUNO)

Name	Position/Department	Personnel Action	Waived/Search	Salary		Funding Source
				Previous	Suggested	
1. Jourdan Hilaire	Dean of Students/Director of Residential Life and Housing	New Position New Appointment	<i>Search</i>	N/A	\$88,000.00	State
2. LeAsha J. Moore	Interim Associate Dean of Students/Director of Student Leadership and Engagement	New Position New Appointment	<i>Search</i>	N/A	\$65,000.00	State/ Federal

## Mission Statement

Through shared governance, leadership, and a diverse system of unique institutions, the mission of the Southern University and A&M College System is to deliver affordable world-class education, a trained workforce, state-of-the-art research, creative scholarship, and transformational public service to the State of Louisiana, the Nation, and the World.

C. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUAREC)

Name	Position/Department	Personnel Action	Waived/Search	Salary		Funding Source
				Previous	Suggested	
1. Aralynn Davis	Regional Youth Agent for Orleans Parish	New Position	Search	N/A	\$ 63,000.00	Federal
2. Janana Snowden	Associate Research Professor	Promotion	Promotion	N/A	\$140,773	State/ Federal

6. Other Business

7. Adjournment

## MEMBERS

Mr. Sam Gilliam - Chairman, Mrs. Christy Reeves-Vice-Chair,  
Atty. Tony Clayton, Ms. Zazell Dudley, Dr. Leon Tarver, II, and Dr. Arlanda Williams,  
Mr. Myron K. Lawson - Ex Officio

## **Mission Statement**

Through shared governance, leadership, and a diverse system of unique institutions, the mission of the Southern University and A&M College System is to deliver affordable world-class education, a trained workforce, state-of-the-art research, creative scholarship, and transformational public service to the State of Louisiana, the Nation, and the World.

## **SOUTHERN UNIVERSITY BOARD OF SUPERVISORS** **(Following Personnel Affairs Committee)**

**September 27, 2024**

### **AGENDA**

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Resolutions
6. Action Item(s)
  - A. Request Approval of Minutes of the August 16, 2024, SUS Board of Supervisors Meeting
  - B. Request Approval of Committee Reports and Recommendations
  - C. Annual Evaluation of President-Chancellor<sup>1</sup>
7. Informational Item(s)
  - A. SU System Branding and Marketing (SUS)
  - B. Presidential Report
  - C. Chancellor's Reports
8. Other Business
9. Adjournment

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<sup>1</sup> Pursuant to Louisiana Revised Statute 42:17, executive session may be required.

**SPECIAL RECOGNITION COMMITTEE**  
**August 16, 2024**

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

**MINUTES**

The meeting of the Southern University Board of Supervisors was called to order by Board Chair Myron K. Lawson.

Board Chair Myron Lawson announced the convening of the Special Recognition Committee.

The invocation was given by *Rev. Derrick T. Williams* of the New Pilgrim Baptist Church located in Zachary, La. The Pledge of Allegiance was led by Miss Hannah Smith.

**AGENDA ITEM 3: SPECIAL PRESENTATIONS**

A. Above and Beyond

The Student Above and Beyond was presented to Miss Kennedy Orr – 2024/2025 SGA President by SUAg Department.

The Employee Above and Beyond was presented to Dr. Oscar Udoh – Director of Grants by Chancellor Pierre.

**AGENDA ITEM 4: ADJUOURNMENT**

A motion was made by Dr. Rani Whitfield to adjourn the meeting.



## **ACADEMIC AFFAIRS COMMITTEE**

**(Following Special Recognition Committee)**

**Southern University Baton Rouge Campus**

**Board of Supervisors' Meeting Room**

J. S. Clark Administration Bldg. 2nd Floor

Baton Rouge, LA.

### **AGENDA**

Board Chair Myron Lawson announced the convening of the Academic Affairs Committee. Member Dr. Leon Tarver called the committee meeting to order.

#### **Roll Call by President Shields**

**Present:** Dr. Leon Tarver – Chairman, Atty Tony Clayton, Mrs. Maple Gaines, Mrs. Ann Smith, Dr. Arlanda Williams and Mr. Myron K. Lawson - Ex Officio

**Absent:** Mr. Sam Gilliam – Vice Chairman

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

There was a motion by Atty Tony Clayton and second by Mrs. Ann Smith to adopt the agenda.

Motion passed.

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

None

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

Action Item 5A – presented by Dr. Appeaning. Motion by Maple Gaines and seconded by Arlanda Williams to approve Action Item 5A.

Motion passed.

Atty Domoine Rutledge asked Dr. Appeaning for an update on the scorecards. Dr. Appeaning mentioned the plans are aligned with scorecards. Atty Rutledge asked for the update on an annual basis. Dr. Appeaning mentioned This information will be provided in the September 2024 meeting.

- A. Request Approval of SACSCOC Governance Compliance Standards 4.2a, 4.2d, & 4.2g
  - SACSCOC Standard 4.2a (Mission Review) – Campus Mission Statements are submitted for the Board's annual review.
  - SACSCOC Standard 4.2d (Conflict of Interest), A blank Conflict of Interest Form is attached that needs to be completed by each Board Member.
  - SACSCOC Standard 4.2g (Board Self-Evaluation) – A blank Board Self-Evaluation Form is attached that needs to be completed by each Board Member.

Action Item 5B – presented by Chancellors Pierre, Ammons and Gantt. Motion by Ann Smith and seconded by Maple Gaines to approve Action Item 5B.

Motion passed.

B. Request Approval of Academic Plans for SUBR, SUNO and SUSLA

Action Item 5C – presented by Chancellor Pierre and Ms. Denise. Motion by Tony Clayton and seconded by Arlanda Williams and Maple Gaines.

Motion passed.

C. Request Approval of Resolution Request to Grant a Posthumous Degree for Napoleon Gallien, Jr. (SUBR)

Action Item 5D – presented by Interim Chancellor Washington and Chancellor Pierre. Award accepted by Wife. Comments were made by Atty Clayton, Dr. Whitfield and Atty Shorty. Motion by Atty Tony Clayton and seconded by Atty Edwin Shorty.

Motion passed.

D. Request Approval to Award Vice Chancellor Roderick White the Title of Vice Chancellor Emeritus (SULC)

Action Item 5E – presented by Chancellor Pierre. There were a total of 84 graduates (some of which graduated from the Executive PhD Public Policy program) Motion by Ann Smith and seconded by Arlanda Williams.

Motion passed.

E. Request Approval of Resolution for Summer 2024 Graduates (SUBR)

**AGENDA ITEM 6: OTHER BUSINESS**

**None**

**AGENDA ITEM 7: ADJOURNMENT**

A motion was made by Maple Gaines to adjourn the meeting.

## FACILITIES AND PROPERTY COMMITTEE

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

### MINUTES

Board Chair Myron Lawson announced the convening of the Facilities and Property Committee. Chair Atty Edwin Shorty called the committee meeting to order.

#### Roll Call by President Shields

**Present:** Atty. Edwin Shorty – Chairman, Atty Domoine Rutledge – Vice Chair, Mrs. Ann Smith, Dr. Leon Tarver II, Dr. Rani Whitfield, and Mr. Myron K. Lawson, - Ex Officio

**Absent:** Paul Mathews

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

Upon the motion by Dr. Rani Whitfield and second by Mrs. Ann Smith the agenda was recommended for adoption. Motion passed.

#### AGENDA ITEM 4: PUBLIC COMMENTS

None

#### AGENDA ITEM 5: INFORMATIONAL ITEM:

Facilities Update (HB940 Deferred Maintenance Update) was provided by Mr. Kenneth Dawson. He gave an update on all projects and the funding for each. There were questions from the board members. Mr. Dawson responded to all questions.

Facilities Update (Defense Community Infrastructure Program Grant Submission) was provided by Chancellor Pierre. There were questions from the board members. Chancellor Pierre, President Shields, and Mr. Dawson responded to all questions.

##### A. Facilities Update (SUS)

- HB940 Deferred Maintenance Update
- Defense Community Infrastructure Program Grant submission

*The Defense Community Infrastructure Program (DCIP) grant is catered to supporting programs at educational institutions, providing infrastructure funding to enhance military value, increase recruitment potential, and support improved training for cadets at educational institutions. Through SUBR, funding has been requested to construct a new ROTC complex which will improve the quality of education and training for future military leaders while addressing the university's infrastructure needs. Due to its strategic location and capabilities, this complex will also be used as a joint emergency planning and operations center providing incident command and training support to city, state, and federal first responders for hazards.*

**AGENDA ITEM 6: OTHER BUSINESS**

None

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Dr. Rani Whitfield to adjourn the meeting.



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

**MINUTES**

Board Chair Myron Lawson announced the convening of the Finance Committee. Dr. Arlanda Williams called the committee meeting to order.

**Roll Call by President Shields**

**Present:** Dr. Arlanda Williams- Chairman, Mrs. Ann Smith -Vice-Chair, Mrs. Christy Reeves and Atty. Domoine Rutledge, Dr. Leon Tarver II and Mr. Myron K. Lawson - Ex Officio

**Absent:** Mr. Sam Gilliam

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

Upon the motion by Atty Domoine Rutledge and seconded by Mrs. Ann Smith the agenda was recommended for adoption.

Motion passed.

**AGENDA ITEM 4: PUBLIC COMMENTS**

None

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

Mr. McClinton presented the budgets, and he gave the specifics for each campus. There were numerous questions from the board members and a lengthy discussion in reference to variances, cash flow, housing, retention, positions, job duties, and foundation. Mr. McClinton, Chancellor Pierre and the President Shields answered the questions. The Board members has requested the SUS and SUBR organizational chart for next meeting (September)

- A. Request Approval of FY 2024-2025 Operating Budgets (SUS)
  - Southern University System Budget Narrative
  - Southern University System Employee Schedule
  - Southern University Board and System Administration Operating Budget
  - Southern University Board and System Inter-Institutional Cost Transfer Budget
  - Southern University Board and System Administration Inter-Institutional Transfers Direct Charges Budget
  - Southern University Board and System Special Meals and Miscellaneous Travel Budget
  - Southern University Baton Rouge Campus Operating Budget
  - Southern University Law Center Operating Budget
  - Southern University New Orleans Campus Operating Budget
  - Southern University Shreveport Campus Operating Budget
  - Southern University Agricultural Research and Extension Center Operating Budget
  - SUBR Athletics Intercollegiate Budget



- SUNO Athletics Budget
- SUSLA Athletics Budget

President Shields reported on the Hbcu Loan and Funding, There was lengthy discussion with the board members.

B. Request Approval to Cancel the HBCU Loan for the Student Union and Dormitory Projects (SUS)

**AGENDA ITEM 7: OTHER BUSINESS:**

None

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Ms. Christy Reeves to adjourn the meeting.

**LEGAL AFFAIRS COMMITTEE**

(Following Facilities and Property Committee)

Southern University Baton Rouge Campus

Board of Supervisors' Meeting Room

J. S. Clark Administration Bldg. 2nd Floor

Baton Rouge, LA.

**Minutes**

Board Chair Myron Lawson announced the convening of the Legal Affairs Committee. Vice Chair Domoine Rutledge called the committee meeting to order.

**Roll Call by President Shields**

**Present:** Atty Tony Clayton - Chairman, Atty. Domoine Rutledge – Vice Chair, Miss Dana Bailey, Mrs. Maple Gaines, Mrs. Christy Reeves, Atty Edwin Shorty, and Atty. Mr. Myron K. Lawson - Ex Officio

**Absent:** None

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

Upon the motion by Ms. Christy Reeves and seconded by Miss Dana Bailey the agenda was recommended for adoption.

Motion passed.

**AGENDA ITEM 4: PUBLIC COMMENTS**

NONE

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

There was a motion by Atty Edwin Shorty and seconded by Mrs. Christy Reeves to approve action item 5A (1-3) in global.

Motion approved.

- A. Request Approval of Contracts, Amendments, Agreements, Grants, etc... Equal to or Greater than \$300,000.00

Title	Description	Amount	Campus
1. Synergy Building Solution, LLC.	Synergy Building Solutions shall furnish all labor and materials and perform all the work required to provide preventive maintenance services, troubleshoot and resolve day-to-day HVAC issues, and provide consultative services to improve operational efficiency and be performed in a thorough and workmanlike manner for the SUNO Park and Lake campuses as well as Residential Housing buildings.	\$582,000.00	SUNO HVAC

2. USDA, Forest Service Southern Region	Federal Financial Assistance Award of Domestic Grant between the USDA, Forest Service and Sothern University The program title called “Inflation Reduction Act Urban and Community Forestry Expansion.” is intended to reforest areas in Louisiana that were devastated by inclement weather. (Hurricanes, Floods and Drought)	\$9,504,066.00	SUBR
3. Gallagher Basset Insurance Company	Blanket Student Accident Policy for all SUS Students and Annual Intercollegiate Sports Accident Insurance Renewal for SUBR, SUNO, and SUSLA in accordance with division requirements	\$421,113 for athletic policies and \$27/student for accident	SUS

**AGENDA ITEM 6:** Informational Item(s)<sup>1</sup>

Discussion re Strategy and Status of Suit against Travelers, et al. Docket No. 649,834. Executive session will be required pursuant to LSA-R.S. 42:17.

Atty Tony Clayton mentioned to the board members that they will be going into executive session to discuss Information Item 6. Motion was made by Atty Shorty and seconded by Mrs. Christy Reeves. To go into the executive session – approved with roll call vote.

Atty Tony Clayton mention to the board members that they discussed the item, and no voting was done in the executive session and the motion was made by Attorney Shorty and seconded by Mrs. Christy Reeves to come out of executive session – approved with roll call vote.

**AGENDA ITEM 7: OTHER BUSINESS:**

None

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Atty Edwin Shorty to adjourn the meeting.

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<sup>1</sup> Executive session will be required pursuant to LSA R.S. 42:17.

**PERSONNEL AFFAIRS COMMITTEE**

(Following Legal Affairs Committee)  
 Southern University Baton Rouge Campus  
 Board of Supervisors’ Meeting Room  
 J. S. Clark Administration Bldg. 2nd Floor  
 Baton Rouge, LA.

**MINUTES**

Board Chair Myron Lawson announced the convening of the Personnel Affairs Committee. Vice Chair - Ms. Christy Reeves called the committee meeting to order.

**Roll Call by President Shields**

**Present:** Atty Tony Clayton, Ms. Zazell Dudley, Mrs. Christy Reeves–Vice-Chair, Dr. Leon Tarver, II, Dr. Arlanda Williams and Mr. Myron Lawson - Ex Officio

**Absent:** Mr. Sam Gilliam – Chairman

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

Upon the motion Atty Tony Clayton and seconded by Dr. Arlanda Williams the agenda was recommended for adoption  
 Motion passed

**AGENDA ITEM 4: PUBLIC COMMENTS**

Dr. Igiedie – Faculty Senate President Support – Action Item 5D – He is support of the item.

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

The motion was made by Atty Tony Clayton and second by Ms. Christy Reeves that Action Item 5(A-D) be approved in global.  
 Motion Approved

A. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUBR)

Name	Position/Department	Personnel Action	Waived/Search	Salary		Funding Source
				Previous	Suggested	
1. Arthur Jack	Director of Advancement <i>College of Science and Engineering</i>	Existing Position New Appointment	<i>Search</i>	\$90,000.00	\$80,000.00	State
2. Sara Martin	Student Services Coordinator <i>School of Education</i>	New Position New Appointment	<i>Search</i>	–	\$60,000.00	Federal
3. Zhu Ning	College of Agriculture	Salary Adjustment No Title Change	<i>N/A</i>	\$90,843.00	\$110,843.00	79.4% State 20.6% Federal
4. Everett Todd	Assistant Football Coach <i>Athletics</i>	Existing Position Extension	<i>N/A</i>	\$75,000.00	\$75,000.00	State
5. Neil Werries	Technical Director of Theater <i>Fine and Performing Arts</i>	Existing Position New Appointment	<i>Waived</i>	\$50,000.00 - 9-month	\$65,000.00 - 12-month	State



Board of Supervisors Meeting Minutes August 16, 2024

B. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUNO)

Name	Position/Department	Personnel Action	Waived/Search	Salary		Funding Source
				Previous	Suggested	
1. Kimberly Beechler	Nursing Skills Simulation Lab Coordinator	Existing Position New Appointment	<i>Search</i>	—	\$70,000.00	Federal

C. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUAREC)

Name	Position/Department	Personnel Action	Waived/Search	Salary		Funding Source
				Previous	Suggested	
1. Latasha George	Assistant Comptroller <i>Finance</i>	Existing Position New Appointment	<i>Internal Promotion</i>	\$48,000.00	\$65,000.00	State
2. Devender Rapolu	Network Database Admin/ Web Specialist <i>Technology</i>	Salary Adjustment	<i>N/A</i>	\$65,000.00	\$75,000.00	State
3. Katara Williams	VC Institutional Advancement/ External Relations	Salary Adjustment	<i>N/A</i>	\$164,674.00	\$175,000.00	State

D. Request Approval to Implement Raises up to 3% for ELIGIBLE Employees (SUAREC)

The impact of this proposed increase equates to \$288,467 in salaries and \$103,719 in fringe benefits, at a total cost of \$392,186. The following is a breakdown of funds and funding sources:

- General Fund Unclassified Salary Increase: 157,976, Fringe: 58,084
- Extension Federal Salary Increase: 54,243, Fringe: 19,550
- Research Federal Salary Increase: 40,000, Fringe: 12,550
- Extension Other: Salary Increase: 30,248, Fringe: 12,035
- Research Other: Salary Increase: 6,000, Fringe: 1,500

**AGENDA ITEM 6: OTHER BUSINESS**

NONE

**AGENDA ITEM 7: ADJOURNMENT**

A motion was made by Atty Clayton to adjourn the meeting.



## **SOUTHERN UNIVERSITY BOARD OF SUPERVISORS**

**(Following Personnel Committee)**

**Southern University Baton Rouge Campus**

**Board of Supervisors' Meeting Room**

J. S. Clark Administration Bldg. 2nd Floor

Baton Rouge, LA.

### **MINUTES**

The meeting of the Southern University Board of Supervisors was called to order by Board Chair Myron Lawson

#### **PRESENT**

Miss Dana Bailey, Atty Tony Clayton, Ms. Zazell Dudley, Mr. Raymond Fondel, Jr., Ms. Maple Gaines, Mr. Myron Lawson, Mr. Paul Matthews, Mrs. Christy Reeves, Atty Domoine Rutledge, Atty Edwin Shorty, Mrs. Ann Smith, Dr. Leon Tarver, II, Rev. Dr. Samuel Tolbert, Dr. Rani Whitfield and Dr. Arlanda Williams

#### **ABSENT**

Mr. Sam Gilliam

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

Upon the motion by Mrs. Christy Reeves and seconded by Ms. Zazell Dudley the agenda was recommended for adoption.

Motion passed.

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

None

#### **AGENDA ITEM 5: RESOLUTIONS**

Dr. Allen Vital read resolutions for the following:

Resolutions

- Xavier Hoy
- Huey Perry
- Linda Loretta Jenkins Joe
- Thomas Steven Harris, IV
- Tommy Thomas, Jr.
- Evelyn Adams

Commendations

- Geneva Moore
- LaMonte Cole

The Following commendations were added

- Mr. Maurice Frank
- Congressman Carter Wife

**Board of Supervisors Meeting Minutes August 16, 2024**

There was a motion by Atty Clayton and Atty Shorty to approve the read resolutions/commendations and additions and Dr. Leon Tarver second the motion.

Motion approved.

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

There was a motion by Mrs. Ann Smith and second by Mrs. Christy Reeves to approve action item 6A-6B globally.

Motion passed.

- A. Request Approval of Minutes of the July 19, 2024, SUS Board of Supervisors Meeting
- B. Request Approval of Committee Reports and Recommendations

**AGENDA ITEM 7: INFORMATIONAL ITEM(s)**

- A. Legislative Updates
- B. Presidential Report  
President Shields provided legislative update and president report.
- C. Chancellor's Reports  
All Chancellors gave a report on Enrollment. They reported the community and campus news has been provided in their chancellor report which was provided in the packet.

**AGENDA ITEM 8: OTHER BUSINESS**

Chairman Lawson recognized the visitors in the audience and thanked everyone for being in attendance.

**AGENDA ITEM 9: ADJOURNMENT**

A motion was made by Atty Clayton to adjourn the meeting.

Requested Information on  
Branding and Marketing



**SOUTHERN  
UNIVERSITY SYSTEM**

Presented to the  
Southern University  
Board of Supervisors  
September 2024



**SOUTHERN  
UNIVERSITY SYSTEM**

BATON ROUGE • NEW ORLEANS • SHREVEPORT

**External Affairs and University Relations  
Requested Information for the  
Southern University Board of Supervisors  
September 2024**

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I.  
What is the University's branding and  
marketing process



## I. What is the University's branding and marketing process

Branding and marketing are different processes that work collaboratively in establishing the University's identity and promoting our mission, value, and experiences to various audiences.

Branding is long-term and focuses on the University's image amongst stakeholders and the broader public. Marketing is generally short-term and focuses on generating an immediate and specific action (i.e., student recruitment, ticket sales for athletic events, etc.)

This report does not address the latter as the Office of External Affairs and University Relations provides support to University departments that directly interface with targeted audiences.

Merchandise is perhaps the largest display of the Southern University brand. With our licensing agreement with Collegiate Licensing Company (CLC), Southern and vendors are able to successfully work together to ensure quality, unique merchandise that bears the official Southern brand.

Here is the process to obtain use of the University's brand for the purposes of licensing:

- Interested licensees can go to **clc.com** for the process and forms.
- Once an application is reviewed by CLC, it comes to our BrandManager portal for review and approval. This comes with a recommendation from CLC on whether or not to approve.

**\*NOTE:** A license/license renewal may be rejected due to poor quality, oversaturation of product type, bad history with royalty report, etc.

- Once a license is approved, the vendor receives the SU System branding sheet, high-resolution logos and word marks, and other relevant tools from CLC.
- The vendor must upload all proposed merchandise mockups to BrandManager. Once CLC reviews the artwork to ensure that the licensee is compliant, it is sent to our portal for approval.
- Upon approval, the vendor can produce, sell and promote the product.

Additionally:

- At this time, the SU System communications director manages the SU side of the process for all campuses, with campus communications directors and designees acting as ad-hoc approvers for their respective campuses.
- It is important to note that departmental promotional products come through the portal as well when licensed vendors are used. While we do not collect royalties from internal suppliers, it ensures quality and continuity of brand as these vendors have been carefully vetted.
- Potential and current licensees can always contact the SU System communications director for questions or concerns.

## II.A

Current Contracts for branding and marketing

### **COLLEGIATE LICENSING COMPANY (CLC) CONTRACT AND ADDENDUM**

## AGENCY AGREEMENT

This is an Agreement between the **Southern University and A & M College System** (a Public University System of the State of Louisiana), having its principal place of business at P.O. Box 2468, Baton Rouge, Louisiana 70821 ("University") and **The Collegiate Licensing Company**, a corporation of the state of Georgia, having its principal place of business at 290 Interstate North Circle, Suite 200, Atlanta, Georgia 30339 ("CLC").

Whereas, University is the owner of certain designations including designs, trademarks, service marks, logographics, symbols and other Indicia, as hereinafter defined; and

Whereas, CLC desires to act as University's exclusive agent to license the use of one or more of the Indicia, as hereinafter defined, in connection with the marketing of various articles of merchandise and to conduct certain Promotions, as hereinafter defined; and

Whereas, University desires to appoint CLC to act as University's exclusive agent to license the use of the Indicia in such manner as to preserve the integrity, character and dignity of University and maintain the reputation of the Indicia as designating high quality merchandise.

Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS - For the purposes hereof:

(a) "Indicia" means the designs, trademarks, service marks, logographics and symbols which have come to be associated with the University including those set forth in Appendix A hereto.

(b) "Territory" means the United States of America, its territories, and possessions, and the Commonwealth of Puerto Rico, as well as United States military bases abroad.

(c) "Premium" means any article given free or sold at less than the usual selling price, for the purpose of increasing the sale, promoting or publicizing any other product or any service, including incentives for sales force, trade or consumer.

(d) "Promotion" means any activity involving the presentation of Indicia through advertising, publicity, or other means of exposure, in or on merchandise, Premiums, point of purchase displays, print, electronic or any other medium.

(e) "Annual Revenue" means the revenue received by CLC resulting from the use of the Indicia, during the period of July 1st to June 30th of any year of this Agreement.

2. GRANT OF AGENCY - Subject to the limitations of Paragraph 4, University appoints CLC as University's exclusive agent to appoint licensees to use the Indicia on merchandise sold





through retail channels in the Territory and to conduct Promotions in the Territory in the manner, but only in the manner, hereinafter set forth.

3. APPROVALS - CLC agrees that it will permit the use of the Indicia only in connection with merchandise and Promotions approved by the University. CLC acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that the University possesses in the Indicia may be impaired. Accordingly, CLC undertakes that the marketing will be done in such a way as to preserve the integrity, character and dignity of University and that the items of merchandise shall be of high quality. To assure the implementation of the stated purposes, CLC will:

(a) Inspect a sample of all merchandise types described in Appendix B attached hereto, and shall submit to the University for its approval in accordance with subparagraph 3(c), specification descriptions of the merchandise, photographs thereof, and, if amenable, sample swatches. In addition, when appropriate, on a rotating basis with other universities being represented by CLC with regard to the same merchandise, CLC may submit actual samples to one or more of said other universities. If approved by the University and if CLC believes that the sample is of the quality contemplated by this Agreement, CLC may approve the sample as the prototype of merchandise for production and sale.

(b) Furnish to University free of cost, for its approval, a sample of all merchandise types not described in Appendix B or for which the Indicia to be used thereon depart significantly from the Indicia in Appendix A before it permits the sale or distribution of any such item of merchandise.

(c) Allow University a period of three (3) weeks from the receipt of a sample for approval by a designated representative, to reject said sample, and in the absence of rejection, or upon earlier written acceptance, the sample shall be deemed as accepted to serve as an example of quality for that item. Only items manufactured in accordance with the corresponding samples accepted hereunder, and which have substantially the same relative quality position in the marketplace as do the samples thereof, may be permitted to bear the Indicia. However, CLC may furnish to University a further sample of any item of merchandise for which a change in quality, style and/or appearance is desired, and University shall have three weeks from receipt thereof in which to reject the further sample in writing; failure to reject will be deemed to be approval of the further sample as an example of quality for that item of merchandise.

(d) Submit to University, for its approval, all Promotions developed by CLC.

4. EXCEPTIONS - The grant of Paragraph 2 shall not be exclusive, or shall not apply with respect to any item of merchandise, Indicia, Promotions or promotional materials and/or company listed in Appendix C hereto, and/or to any company doing business in a location listed in Appendix C, in accordance with the indications set forth in Appendix C.



5. PAYMENTS

(a) With regard to Annual Revenue received by CLC resulting from use of the Indicia including, without limitation, royalties, minimum guarantee payments and licensing fees from licensees during the Term, and any extensions and/or renewals, of this Agreement, CLC shall pay to University eighty five percent (85%) of the first twenty five thousand dollars (\$25,000), sixty five percent (65%) of the next seventy five thousand dollars (\$75,000), seventy percent (70%) of the next one hundred fifty thousand dollars (\$150,000) and eighty percent (80%) of all revenue in excess of two hundred fifty thousand dollars (\$250,000). Payments hereunder shall be made to University quarterly within thirty (30) days following each calendar quarter and shall be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC shall keep records of operations hereunder for at least four years after the date of payment and shall make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.

(b) CLC agrees to allocate one thousand five hundred dollars (\$1,500) from CLC's share of royalties during each year of the Agreement toward a specific marketing fund for University licensing initiatives. The funds will be spent on mutually approved marketing efforts such as local consumer marketing campaigns, retail programs, support for new product development, or other creative marketing initiatives to drive the expansion, exposure, and sell-through of licensed University merchandise. University agrees that the amounts allocated during each year of the Agreement must be used during each particular contract year, and that any amounts not used in each given year will be forfeited.

(c) To the extent permitted by law, particularly the Louisiana Public Records Law, the University agrees that it will not disclose the terms of Paragraph 5 hereof to other colleges and universities without the prior consent of CLC, which consent shall not be unreasonably withheld.

6. MANNER OF PAYMENT - All amounts payable to University shall be paid in United States dollars by check made payable to the Southern University and A & M College System, and sent to Mr. Byron C. Williams J.S. Clark Administration Building, 4th Floor, Baton Rouge, Louisiana 70813.

7. LEGAL

(a) CLC understands and agrees that, except when University and CLC have conflicting interests, University shall have the sole right, in University's discretion, to control the prosecution or defense of any action or lawsuit in which University and CLC are named parties, to decide whether to file and prosecute an action or lawsuit, or to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit, in any matter against a third party arising out of or related to this Agreement. CLC further understands and agrees that University shall have the sole right, in University's discretion, to select and retain counsel for any of these purposes. University agrees to consult



with CLC, to the extent that it is feasible and not prejudicial to University's interest, before making any final decision in any matter in which University and CLC are aligned against a third party, and University further agrees that it shall not commit CLC to the terms of any compromise or settlement which would make CLC wholly or partly responsible for the payment of money to a third party without the prior written consent of CLC, which shall not be unreasonably withheld.

(b) CLC undertakes and agrees to provide, at reasonable cost to be borne by University, any evidence, documents, and testimony which may be requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement, and CLC shall join as a party plaintiff or defendant with University at University's request. In the event CLC is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by CLC in connection therewith, shall be paid by CLC and University shall have no liability for paying said expenses. Such indemnification and cost bearing of expenses shall not apply when CLC itself has acted in a fraudulent or illegal manner or is responsible directly for the action in question.

(c) University shall pay the costs and expenses of any action or lawsuit in any court or in any state or federal agency when University is a party thereto against a third party in any matter arising out of or related to this Agreement. Any award of attorneys' fees in any action in any court or in any state or federal agency shall be paid solely to University, and CLC shall not share therein. Any damages or profits ordered to be paid to University by any third party in any matter arising out of or related to this Agreement will, to the extent that such damages or profits are actually collected by University, be first retained by University to reimburse University fully for all costs and expenses incurred in the action or lawsuit, including compensation for the time spent by University's employees in connection with the action or lawsuit, and any remaining money, to the extent that it is compensation for royalties otherwise payable, will be divided between University and CLC as specified in Paragraph 5 of this Agreement. Such indemnification and cost bearing of expenses shall not apply when CLC itself has acted in a fraudulent or illegal manner or is responsible directly for the action in question.

8. NOTIFICATION OF CLAIMS - In the event that either University or CLC learns or becomes aware that any third party has made or may make a claim against University or CLC for any matter arising out of or related to this Agreement, the party learning or becoming aware of such actual or potential claim shall notify the other by telephone on the same day, and shall follow such telephonic notification with a full written report within 48 hours.

9. INQUIRIES - University agrees that, if any potential licensee of any Indicia directs an inquiry to University, such inquiry will be forwarded to CLC for a response. CLC agrees that, upon receiving any inquiry from a potential licensee, whether from University or directly from such potential licensee, CLC will handle said licensee request in an expeditious manner.

10. RELATIONSHIP OF PARTIES - Nothing herein shall give CLC any right, title, or interest in any Indicia of the University except the limited interest specifically stated in this



Agreement, and all use by any licensee of any of the Indicia shall inure to the benefit of University. Neither CLC nor any licensee is empowered to state or imply, either directly or indirectly, that CLC or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

11. INDEMNIFICATION - University shall have no liability for any item manufactured or sold by a licensee, and CLC shall require all licensees to indemnify and hold harmless University and officers, employees, servants, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold under any Indicia pursuant to a license granted pursuant to this Agreement. CLC shall require of each licensee that it have and maintain liability insurance sufficient to cover all foreseeable product liability claims. University shall not be liable to CLC or to any licensee, as the result of activities by CLC or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by CLC or any licensee because of any patent, copyright or trademark held by a third party except where Indicia is used as expressly authorized in this Agreement.

12. TERM - This Agreement shall become effective July 1, 2011 and shall expire on June 30, 2014, unless sooner terminated or extended in accordance with the provisions hereof. This Agreement may be extended for two (2) one-year periods upon mutual written agreement of the parties.

13. TERMINATION OR EXPIRATION - Upon termination or expiration of this Agreement, all rights of CLC shall forthwith terminate except that CLC shall continue to receive compensation outlined in Paragraph 5 for a period of one year following termination or expiration of this Agreement on all license agreements in effect as of the date of termination or expiration of this Agreement, regardless of when such license agreements expire.

14. CORRESPONDENCE OF LICENSES - The term of any license granted by CLC shall, as far as feasible, terminate no later than the termination of this Agreement.

15. DEFAULT - If either University or CLC shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within thirty (30) days after the non-defaulting party has given written notice thereof, the non-defaulting party shall have the right to terminate this Agreement, without prejudice to the right of compensation for losses and damages.

16. INSOLVENCY - To the extent then permitted by law, this Agreement shall be terminated immediately if CLC shall make any assignment for the benefit of creditors, or shall file any petition under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or

property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of the several states.

17. NOTICES - All notices and statements to be given and all payments to be made hereunder, shall be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail, or by mailgram, telex, TWX, telegram, or facsimile, and shall be deemed to have been given at the time it was mailed or transmitted.

18. SEVERABILITY - In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable here from and the remainder of this Agreement shall be deemed and remain fully valid and enforceable.

19. NONASSIGNABILITY - This Agreement and any rights herein granted are personal to CLC and shall not be assigned, sublicensed or encumbered without University's written consent except that the Agreement and rights may be assigned along with CLC's entire business in licensing the marks of universities, provided the obligations of the Agreement are assumed by the assignee.

20. INTEGRATED AGREEMENT - This Agreement constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between the University and CLC. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. When necessary for appropriate meaning, a plural shall be deemed to be the singular and a singular shall be deemed to be the plural.

21. APPLICABLE LAW - This Agreement shall be construed in accordance with the laws of the State of Louisiana.

**Southern University and A & M  
College System**

By: 

Title: President

Date: 8.30.11

**The Collegiate Licensing Company**

By:   
Cory Moss

Title: SVP and Managing Director

Date: 9/15/11



**APPENDIX A**

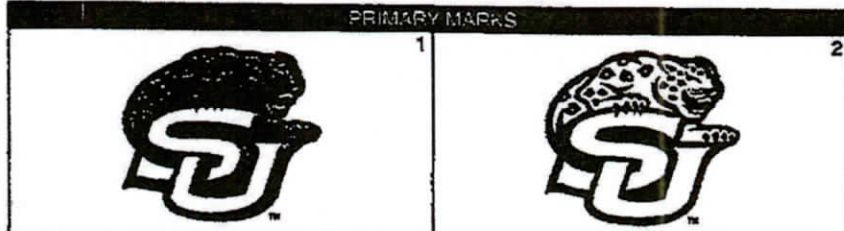
**SOUTHERN UNIVERSITY** is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

JANUARY 31, 2003

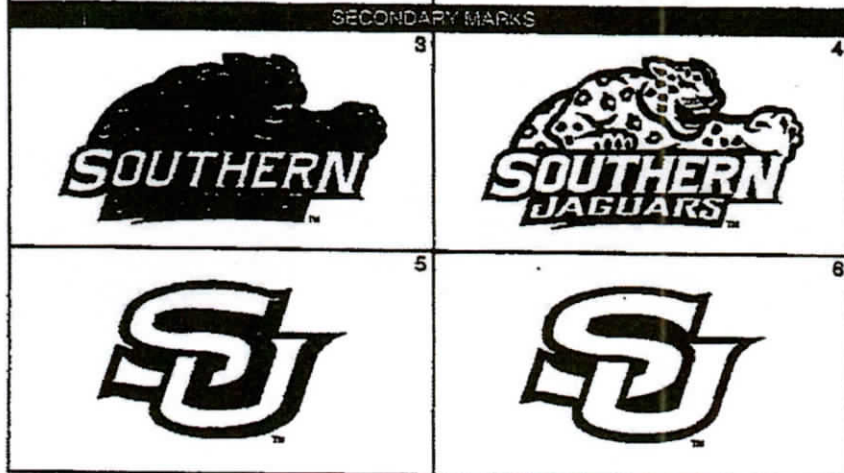
**SOUTHERN UNIVERSITY JAGUARS**



**PRIMARY MARKS**



**SECONDARY MARKS**



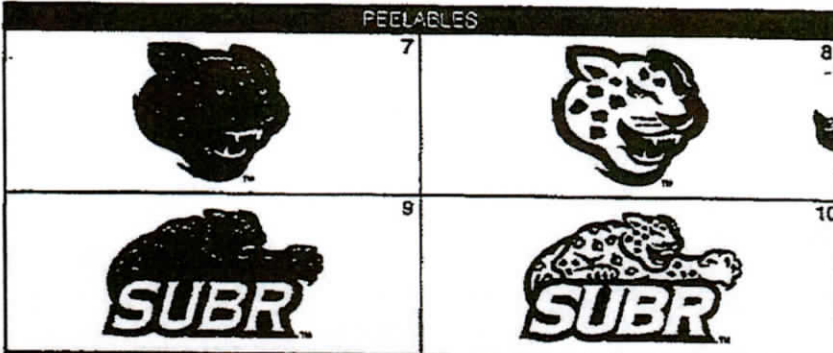
**VERBIAGE**

Southern University™ Southern University Jag-A-Thon™  
 Southern University Jaguars™ Southern University JagVision™  
 SUBR™ The Jaguar Nation™  
 Southern University JagVision™

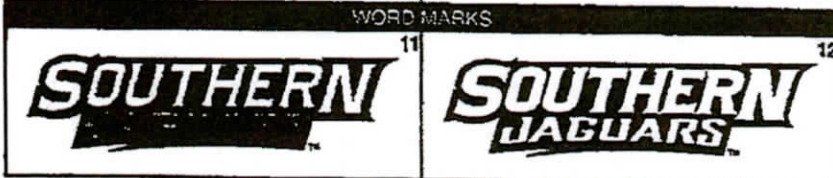
**GENERAL INFORMATION**

LOCATION: BATON ROUGE, LA  
 MASCOT: JAGUARS  
 MASCOT NICKNAME:  
 ESTABLISHED DATE: 1834  
 CONFERENCE: SOUTHWESTERN ATHLETIC CONFERENCE

**PEELABLES**



**WORD MARKS**



**COLOR INFORMATION**

You must use the approved university colors or the "PANTONE" colors listed on this page. The colors on this page are not intended to match the PANTONE color standards. For the PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

SCHOOL COLORS	PANTONE COLORS	THREAD COLORS
SOUTHERN BLUE SOUTHERN YELLOW WHITE	PANTONE 287 PANTONE 123 WHITE	MADEIRA 1076 MADEIRA 1024 WHITE
		FA 2438 FA 2568 WHITE
		GS/SULKY 1535 GS/SULKY 1024 WHITE

**ADDITIONAL PERTINENT INFORMATION**



**NOTE:** The marks of Southern University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by **SOUTHERN UNIVERSITY** shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.



## CLC PRODUCT CATEGORY LIST

APPENDIX B

### Apparel Product Category List

Category A fees apply. Requirements are reported by the main categories 01A-01R

1. Adult T-shirts	1. Golf polo shirts
2. Tank Tops	2. Dress Shirts
	3. Domain Shirts
	4. Rugby Shirts
1. Jerseys	5. Jerseys
2. Rainwear	6. Turtlenecks
3. Performance & Polar Fleece	7. Sweaters
4. Windshirts	8. Vests
5. Windshirts & Warm-ups	9. Blazers
1. Baseball Caps	1. Women's sportswear
2. Other	2. Sweaters and cardigans
	3. Linen
	4. Activewear (work-out apparel)
1. Socks	1. Adult Basee tops & bottoms
2. Shorts	
3. Pants/Jeans	
4. Other	
5. Combo Packaged Merchandise	
1. Adult Sleepwear	1. Adult Sleepwear
2. Robes	2. Robes
3. Boxer Shorts	3. Boxer Shorts
4. Misc.	
1. Loose T-shirts	1. Loose T-shirts
2. Compression T-shirts	2. Compression T-shirts
3. Loose Short/Bottoms	3. Loose Short/Bottoms
4. Compression Short/Bottoms	4. Compression Short/Bottoms
5. Outerwear-heavyweight	5. Outerwear-heavyweight
6. Outerwear-lightweight	6. Outerwear-lightweight
7. Fleece	7. Fleece
8. Golf polo shirts	8. Golf polo shirts
9. Women's Activewear	9. Women's Activewear
1. Gloves/Chemo Mitts	1. Gloves/Chemo Mitts
2. Socks	2. Socks
3. Ties	3. Ties
4. Scarves	4. Scarves
5. Headbands & Wristbands	5. Headbands & Wristbands
1. Structured Closed Back Headwear	1. Structured Closed Back Headwear
1. Structured Beach PB Headwear	1. Structured Beach PB Headwear
1. Unstructured Closed Back Headwear	1. Unstructured Closed Back Headwear
1. Adjustable Wool Band Headwear	1. Adjustable Wool Band Headwear
1. Adjustable Non-Wool Band Headwear	1. Adjustable Non-Wool Band Headwear

\*Performance Apparel consists of apparel and headwear items that have unique construction (i.e. moisture-wicking, quick-drying, ultralight, etc.) that make them suitable for use in the water during exercise & pursuit athletic leisure. These special characteristics must also be indicated on a tag on the product through long tags, pull tags, or other labels on the product.  
\*\*Category B Fees apply

### Non-Apparel Product Category List

Address category A, B, or C Fee apply. Requirements are reported by the main categories 02A - 07F.

1. Buttons (separators)	1. Decapressor/Combinator	1. Scarper stickers	1. Buttons	1. Backpack/Fanny packs	1. Video games
2. Closures & lapel pins	2. Shirts/Alphabets	2. Car bags/Caravan plates	2. Greeting cards/Notecards	2. Baseball/softball accessories	2. Screen savers
3. Watches	3. Diapers/Diapers	3. Car bags	3. Notepads	3. Baseball accessories	3. Computer accessories
4. The Tackles/Cutlery Links	4. Sheets/Pillowcases	4. Car magnets	4. Post cards	4. Bowling accessories	4. Highlight tapes
5. Money Clips	5. Tablecloth/place mats	5. Tire covers	5. Rubber stamps	5. Fishing accessories	5. Compact disks & Cases
6. Straps & Charms	6. Towels	6. Seat & headrest covers	6. Stickers/Labels	6. Football accessories	6. Racine
7. Earings	7. Bedroom accessories	7. Hood & Mitt covers	7. Miscellaneous Stationery	7. Golf accessories	7. Cassette tapes
8. Neckties & Pendants	8. Wall hangings	8. Floor mats	8. Stationery	8. Golf bags	8. Calculators
9. Fan rings	9. Kitchen accessories	9. Air Freshener	9. Photo Albums	9. Golf clubs	9. Cameras & accessories
	10. Aprons	10. Window decals	10. Scrapbooks & Accessories	10. Golf/Spa towels	10. Miscellaneous-Electronics
	11. Miscellaneous-Domestic	11. Window magnets		11. Golf balls	
1. Chess Rings	12. Cloths	12. Misc-Automobile Products	1. Checks	12. Tote bags	
	13. Doormats	13. Auto emblems	2. Checkbook Covers	13. Yarns	
1. Singlemen/Accessories	14. Door panels			14. Misc-Sports Equipment	
2. Wallets/purses	15. Doormats	1. Coats/Collars	1. Negatives	15. Swimming Pool Accessories	
3. Hair accessories	16. Mirrors	2. Conversation plates	2. Paper plates and/or Cups	16. Bifold Accessories	
4. Umbrellas	17. Pillows/cushions	3. Figurines	3. Wrapping paper/ribbons		
5. Luggage	18. Plants & accessories	4. Spoons/Trimbles	4. Gift bags		
6. Embroidered patches	19. Plaques	5. Replica buildings/landmarks	5. Business cards	1. Collectible	1. Colognes
7. Belt Buckles	20. Washbasins	6. Die-cast vehicles	6. Misc-Paper Products	2. Computer/Leather	2. Soap
8. Beds/Quilts/bedspreads	21. Telephone & Accessories	7. Trading cards (collect CLC)		3. Rubber - Full-Size	3. Toiletries
9. Bedspreads		8. Water Globes	1. Graduation announcements	4. Rubber - Mini	4. Miscellaneous-Health/Beauty
10. Accessories - Other	1. Ceiling Fans/Fans		2. Personalized	5. Foam/Punch	
	2. Christmas bags	1. Pigeon/frames	3. Pen sets		
	3. Lamps	2. Magnets	4. Ring binders	1. Plush Mascots	1. Shoes & Shoes
	4. Lounges	3. Penneis	5. Wirebound notebooks	2. Other Plush	2. Sits
	5. Mattresses & Accessories	4. Signs	6. Desk calendar	3. Action Figures	3. Bases
	6. Portable furniture	5. Wind socks	7. Erasers	4. Other Toys	4. Stuffers
	7. Tables	6. Illumination devices	8. Portfolios		5. Stickers
	8. Yard accessories		9. Planners	1. Board Games	6. Diapers
	9. Wallpaper & borders	1. Books	10. Misc. School Supplies	2. Playing cards & Accessories	7. Miscellaneous-Infant
	10. Footcandle/buntings	2. Holiday accessories		3. Game tables	
	11. Paint	3. Cross/Chheadpoint	1. Crochets	4. Puzzles	
	12. Miscellaneous Furniture	4. Key chains/I.D. tags	2. Calendars		
	13. Carpet/Rugs	5. Knobs	3. Posters		
	14. Switch Plates	6. Lighters	4. Books		
	15. Night Lights	7. Musical devices/frames	5. Litographs/prints		
1. Book ends		8. Musical novelties	6. Misc-Printing/Publishing		
2. Bulletin Boards	1. Book ends	9. Pet Products	7. Children's Books		
3. Desk Accessories	2. Bulletin Boards	10. Picnic Baskets			
4. Picture frames	3. Desk Accessories	11. Stadium seats/cushions			
5. Diplomas frames	4. Picture frames	12. Storage crates			
6. Recognition Awards	5. Diplomas frames	13. Candles			
	6. Recognition Awards	14. Fan Belts			
1. Plastic beverage containers	1. Plastic beverage containers	15. Shoes/socks			
2. Mugs/Drink	2. Mugs/Drink	16. Dishware			
3. Glass beverage containers	3. Glass beverage containers	17. Tactile (penable)			
4. Socks	4. Socks	18. Lanyards			
5. Buckets - Ice	5. Buckets - Ice	19. Shakers/Pottery Molds			
6. Chisel/Crystal	6. Chisel/Crystal	20. Fribbles			
7. Coasters	7. Coasters	21. Other-Gift/Novelty			
8. Coolers	8. Coolers	22. Bells			
9. Cutlery	9. Cutlery	23. Novelty Headwear			
10. Towels	10. Towels				
11. Dishes	11. Dishes				
12. Sport bags	12. Sport bags				
13. Trash Bags	13. Trash Bags				
14. Miscellaneous-Accessories	14. Miscellaneous-Accessories				
15. Trays	15. Trays				

## APPENDIX C - EXCEPTIONS

The University concurs in the basic concept that no user of its marks and logos should be exempt from royalty payments and will make every good faith effort to comply with this concept. However, the University reserves the right to exempt any user from royalty payments if circumstances warrant that it would be in the best interests of the University, and does not unduly impact CLC's ability to generate royalties under this Agreement. The exceptions are set forth below.

-University purchases for internal consumption.

**ADDENDUM TO THE AGENCY AGREEMENT  
BY AND BETWEEN  
THE SOUTHERN UNIVERSITY AND A & M COLLEGE SYSTEM  
AND  
THE COLLEGIATE LICENSING COMPANY**

This Addendum (the "Addendum") effective July 1, 2015 by and between **Southern University and A & M College System** ("University") and **Collegiate Licensing Company, LLC** ("CLC"), successor to the Collegiate Licensing Company, amends the Agency Agreement ("Agreement") by and between the University and **the Collegiate Licensing Company**.

RECITALS

- A. The Collegiate Licensing Company and University have entered into the Agreement, as amended, the effective date of which was January 1, 2007.
- B. CLC and University have agreed to further amend the Agreement as set forth in this Addendum.

ADDENDUM

- 1. Paragraph 12 (Term) is hereby amended to run through June 30, 2015. Pursuant to this Addendum, the amended Term shall begin in effect July 1, 2015 and shall expire on June 30, 2025.
- 2. The payment terms set forth in Paragraph 5(a) of the Agreement shall be changed so that CLC shall pay to the University the following:
  - 85% of the first \$50,000 in Annual Revenue
  - 68% of \$50,000 to \$100,000 in Annual Revenue
  - 75% of \$100,000 to \$250,000 in Annual Revenue
  - 80% of all Annual Revenue above \$250,000
- 3. CLC agrees to spend \$1,500 per contract year toward a specific marketing fund for University licensing initiatives from CLC's share of Annual Revenue. The funds will be spent on mutually-approved marketing efforts such as local consumer marketing campaigns, retail programs, support for new product development, or other creative marketing initiatives to drive the expansion, exposure, and sell-through of University merchandise. Any marketing funds not spent within each designated contract year will be forfeited.
- 3. All other provisions of the Agreement shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum will take precedence.

IN WITNESS WHEREOF, the parties have executed the Addendum.

Southern University and A & M  
College System

Collegiate Licensing Company, LLC

By: 

By: 

Title: President

Title: SVP

Date: 11, 14, 14

Date: 11/10/14



## II.B

Current Contracts for branding and marketing

### **GETTY IMAGES PARTNERSHIP**



GETTY IMAGES CONTENT PARTNER AGREEMENT

This Content Partner Agreement is between Getty Images (US), Inc., with its principal place of business at 195 Broadway, 10th Floor, New York, NY 10007, United States and the undersigned individual or entity ("you") (collectively, the "Parties"), and includes the Commercial Terms set forth below ("Commercial Terms") and the Standard Terms and Conditions (the "Standard Terms and Conditions", together with the Commercial Terms, collectively, the "Agreement"). In the event of any conflict between the Commercial Terms and the Standard Terms and Conditions, the Commercial Terms shall govern. Capitalized and underlined words represent defined terms.

All references to "Getty Images" in this Agreement means Getty Images (US), Inc. and, where the context implies, each of the entities controlling, controlled or under common control with Getty Images (US), Inc. (each, an "Affiliate") The rights granted to Getty Images under this Agreement may be sublicensed to one or more Affiliates in Getty Images' sole discretion.

Effective as of the Commencement Date set forth below, this Agreement applies to all Content that you have previously submitted and, in the future, will submit, that is accepted for distribution by Getty Images ("Accepted Content"). For purposes of this Agreement, "Content" is defined as the following types of content and all associated metadata: (a) photographs, illustrations, or other still visual representations ("Still Image(s)"); (b) moving visual content in any form including, film, video tape, digital files, animation and clips ("Video"); and (c) font, audio file and any other work protected by copyright, in all cases, generated by any means and in any format or medium, including any reproductions and any modifications and derivative works thereof. This Agreement supersedes and cancels all previous agreements you have entered into with Getty Images related to the distribution of Accepted Content.

COMMERCIAL TERMS

Table with 5 rows and 2 columns. Row 1: Your Name / Payee Name and Address | Southern University and A&M College, 801 Harding Blvd, Baton Rouge, Louisiana 70807 225-771-4500. Row 2: Name and Email Address of Contact | VP President of External Affairs & University Relations - Robyn Merrick - robyn\_merrick@sus.edu Dean of Libraries - Dawn Kight - dawn.kight@sus.edu Communications Director - Janene Tate - Janene\_tate@sus.edu. Row 3: Term | The Term of this Agreement begins as of September 8, 2023 (the "Commencement Date") and shall continue in effect for a period of three years. Row 4: Royalties | You are entering this Agreement in connection with the Getty Images Photo Digitization Grant for Historically Black Colleges and Universities (HBCUs). Row 5: Exclusivity | (a) You agree that all Content submitted by you to Getty Images hereunder, including but not limited to the Prior Accepted Content (as defined herein) is on a Content-exclusive basis.



	<p>than Getty Images) that are known (or that reasonably should be known) to be a reseller, distributor, or licensor of content with any line of business(es) similar to that of Getty Images, or to any agency for distribution and/or licensing. In addition, you agree that you may not at any time during the Term supply, distribute, license, and/or assign any Content from the Southern University and A&amp;M College Library (as defined below) to any third party for license, sale, and/or distribution, including but not limited that you will not convey, assign, license, transfer and/or distribute any ownership, usage and/or exploitation rights in and to any Content from the Southern University and A&amp;M College Library to any individuals or entities (other than Getty Images) that are known (or that reasonably should be known) to be a reseller, distributor, or licensor of content with any line of business(es) similar to that of Getty Images, or to any agency for distribution and/or licensing</p> <p>(b) Notwithstanding anything to the contrary: you shall retain rights to (i) use all Content from the Southern University and A&amp;M College Library for you and your affiliated entities' own end use in any and all media; and (ii) license all Content from the Library hereunder directly to a third party end user customer of yours for such third party's own end use on a non-exclusive basis, provided that you may not at any time supply/distribute any such Content from the Library to any third party for licensing, and all such third parties may not include any third party that is a reseller, distributor, syndicator, and/or licensor of Content, nor an agency for distribution, syndication and/or licensing of such Content to other third parties.</p>
<p><b>6. Use of Accepted Content on Photos.com</b></p>	<p>The parties acknowledge and agree that Accepted Content shall be permitted to be displayed, licensed and/or sold as fine art prints, including through Getty Images' print on demand services, such as photos.com. Royalties from these sales will be issued in accordance with the Royalties outlined in Section 4.</p>
<p><b>7. Submission Requirements</b></p>	<p>You agree to comply with the applicable submission requirements available on the Contributor Website, or ESP website, or that we provide to you (collectively, "<b>Submission Requirements</b>"), in effect at the time of submission, which may be amended by Getty Images from time to time. Getty Images shall have the right to reject any Content that does not comply with the Submission Requirements and Getty Images shall have the sole right to determine whether to display or license the Content that you submit. You authorize Getty Images to edit, replace or remove any copyright management information associated with your Content to bring it in compliance with the Submission Requirements, and you agree to be responsible for any errors in that editing, replacement or removal process.</p>
<p><b>8. Content Delivery</b></p>	<p>It is agreed that:</p> <p>(a) For Content that is submitted without model and/or property releases, Getty Images agrees to designate Accepted Content as "editorial" and "unreleased" (or words of similar meaning) on Getty Images' website.</p> <p>(b) You shall use commercially reasonable efforts to submit a minimum of 100 items of Content for each month of the Term.</p> <p>(c) You shall be responsible for (i) the upload of Content to Getty Images' platform, (ii) the digitization and clipping of Content where necessary prior to submitting Content to Getty Images, and (iii) any and all costs associated with such uploading, digitizing, and clipping</p>
<p><b>9. Special Terms:</b></p>	<p>Public Records Law. Southern University, as a Louisiana institution of higher education, is subject to the Louisiana Public Records Law (La. R.S. 44:1, et seq.). If there are any conflicts between this Agreement and the Louisiana Public Records Law, the Louisiana Public Records Law shall supersede. If Southern University receives any requests under the Louisiana Public Records Law, it will notify Getty Images of said requests. If Getty Images objects to the disclosure of the records requested, Getty Images shall file the appropriate action to prevent the disclosure of said records. Southern University shall not be obligated to object to any request under the Louisiana Public Records Law regarding any matter concerning this Agreement. If Getty Images does not object to any said request by timely filing the appropriate action in a proper court of competent jurisdiction, then Southern University shall be</p>



	permitted to provide any responsive records to said request. This paragraph shall supersede any other paragraph of this Agreement.
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Accepted and agreed as of the Commencement Date:

By: SOUTHERN UNIVERSITY AND A&M COLLEGE

GETTY IMAGES (US), INC.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## STANDARD TERMS & CONDITIONS

### SECTION 1. RIGHTS AND ROYALTIES

**1.1 License Grant to Getty Images:** You grant Getty Images a worldwide license subject to the exclusivity (if any) as set forth in the Commercial Terms, and right to distribute, market, sublicense, copy, reproduce, display, exhibit, transmit, broadcast, modify, adapt, crop, recast, edit, modify, enhance, alter, or create derivative works of and publish the whole or part of any Accepted Content. These rights may be exercised via any analog or digital means of communication now known or hereafter devised including without limitation via print, websites, other electronic formats, mobile devices, TV, cinema, exhibitions; and, subject to applicable laws, may be used for any purpose of any nature including without limitation for advertising, publicity, promotions, graphic design, marketing within and on products, direct-to-consumer products and services, corporate communications, press articles, press releases, brochures, reports, décor, programs and films. You also grant Getty Images an exclusive right and license to use its proprietary technology to scan and create a unique digital identifier, or ("**Digital Fingerprint**"), of Accepted Content, to store Accepted Content and their Digital Fingerprints in its database, and to use such Digital Fingerprints in its products and services offered to Clients from time to time. As applicable, the license granted to Getty Images under this Agreement is a license that gives Getty Images standing to raise, prosecute, settle, or otherwise pursue claims for copyright infringement arising from the Accepted Content and rights licensed to Getty Images, as further described in Section 1.6. Getty Images will determine the terms and conditions of all licenses of Accepted Content granted by them, but will not use or license Accepted Content for uses that are defamatory, pornographic or otherwise illegal. Getty Images may determine how to market Accepted Content, including choosing (and subsequently changing) the distribution platform (such as, website or mobile app), license model(s) and products and services through which Accepted Content is licensed, and may stop marketing or licensing it at any time. If Getty Images notifies you that it has permanently stopped marketing and licensing any particular Accepted Content, the Agreement will be deemed to be terminated only with regards to that Accepted Content, subject to any post-termination rights Getty Images has under this Agreement. Getty Images may sublicense or authorize any third party distributors ("**Distributors**"), any customer who licenses Accepted Content from Getty Images or a Distributor ("**Clients**") and their customers to exercise the rights described in this Section 1.

**1.2 Royalties.** Royalties shall be paid on License Fees in accordance with the Commercial Terms. "License Fees" shall include: (a) the amount charged by Getty Images or a Distributor to each of their Clients (or in the case of certain Distributors, the amount charged by Getty Images to those Distributors for royalty free licenses), or (b) if applicable, the amount recovered from a third party infringer in connection with a Claim (as defined in Section 1.6). In all cases, the following deductions are made from License Fees before royalties are calculated: any (i) applicable VAT, duty, levy or impost of any nature required to be withheld, deducted or paid by Getty Images from any current or future sums due to you by any law, regulation, or treaty (excluding: (a) any taxes on the net profits of Getty Images or any Distributor; and (b) any withholding taxes imposed on remittances to Getty Images from countries outside of the United States); (ii) unauthorized use detection/enforcement fees and expenses; and (iii) shipping charges, insurance charges, fees for materials, and service fees such as, for example, special formatting requests, printing/framing costs and technology delivery/access services, distribution or fulfillment fees, and advertising sales commissions, in all cases arising out of or resulting from any license of the same Accepted Content ("**License Fee Deductions**"). Getty Images may deduct the following amounts from the Royalties payable to you (together the "**Royalty Deductions**"): (a) advances on earnings or royalties under any agreement with Getty Images; (b) cancellations of a license where the original sale has been reported in a current or past sales report ("**Sales Report**") including where the cancellation is due to a fraudulent transaction; (c) overpayment of Royalties in a prior Royalty period; and (d) amounts that may be deducted or withheld in accordance with the Section 2.2 Indemnification. Getty Images will notify you of any Royalty Deductions in a Sales Report.

**1.3 Reporting and Payment.** On a calendar month basis, Getty Images will provide you a Sales Report for transactions processed during the applicable month (the "**Sales Month**"). The Sales Report will state the Royalties due to you, any Royalty Deductions and may also include the following information for Accepted Content: (a) the invoice number or transaction identifier and date; and (b) where appropriate, the rights granted by a license. Getty Images will make Royalty Payments monthly, within 60 days after the end of each Sales Month. No payment will be made unless a minimum of US\$100.00 (or local currency alternative), after Royalty Deductions, is due to you.

**1.4 Aggregated Licensing.** Getty Images may offer license models and price agreements that will make Content available for use by Clients on a high-volume or other aggregated basis and in such event the Royalty Rate in the Commercial Terms shall not be applicable. Accordingly, where appropriate, the amount due to you will be determined in Getty Images' sole discretion, and shall be according to either: (a) the ratio of the number of individual items of your Accepted Content to the total number of individual items of Content licensed together; or (b) the relative value of the Accepted Content used compared to all other Content licensed together with it. In addition, the frequency and methodology for reporting and paying Royalties may also vary in order to facilitate such high-volume or aggregated licensing.

**1.5 Marketing Use of Accepted Content.** Getty Images and Distributors may use Accepted Content to market you, your work, Getty Images, its products and services or Distributors, including use in composites that include Content supplied by a third party. No Royalties will be paid on these marketing uses. You hereby grant to Getty Images the nonexclusive right to use the trademarks that you provide to Getty Images during the Term to identify the Accepted Content in connection with Getty Images' marketing and distribution of the Accepted Content.

**1.6 Right to Control Claims.** Getty Images shall have the right to determine, using its best commercial judgment, whether and to what extent to proceed against any third party for any unauthorized use of Accepted Content. You exclusively authorize Getty Images and Distributors at their expense the right to make, control, settle and defend any claims related to infringement of copyright in the Accepted Content and any associated intellectual property rights for customers of Getty Images and/or Distributors ("**Claims**") and you agree that you shall not pursue Claims against customers of Getty Images. You shall notify Getty Images immediately in the event you become aware of any actual or potential Claims, and you agree to provide reasonable cooperation to Getty Images and Distributors and not to unreasonably withhold or delay your cooperation in these Claims. Nothing in this section shall require Getty Images and/or Distributors to pursue any unauthorized use claim. Getty Images will not enter into any settlement that will compromise your ownership of the copyright in Accepted Content or that prohibits your future conduct with respect to Accepted Content without your prior written consent. Getty Images will pay you Royalties on any settlements it receives from Claims.

**1.7 Copyright Ownership.** Subject to the rights granted in this Agreement, you will retain all right, title and interest, including copyright, if any, in the copyright registrations (if applicable) for Accepted Content. Upon termination of this Agreement and subject to Section 3, all rights licensed to Getty Images under this Agreement will revert back to you. Getty Images will own all right, title and interest, including all copyrights that arise apart from the copyright in your Accepted Content, to all types of derivative works and digital fingerprints created by or for Getty Images that contain multiple items of Accepted Content and/or other Content. Nothing in this section can be construed as limiting the rights licensed to Getty Images or indicating that this Agreement does not grant Getty Images an exclusive license (if granted hereunder to Getty Images) pursuant to the Commercial Terms and Section 1.1.

**1.8 Credit and Moral Rights.** Using the credit line supplied by you, Getty Images shall use commercially reasonable efforts to credit you as the source of Accepted Content, but shall have no liability for lack of credit. For the purposes of this Agreement, "**Moral Rights**" means all non-transferable and non-licensable rights belonging to the original creator of Accepted Content that are automatically conferred by legislation to varying degrees in different



countries, which shall include the following rights and all rights of a similar nature: (a) the right to be identified as the creator; (b) the right to object to misrepresentative modification of Accepted Content; and (c) the right to withdraw Accepted Content from the market (except pursuant to the termination provisions of this Agreement). To the extent allowed by law, you waive all your Moral Rights relating to Accepted Content. To the extent such waivers are not permitted by applicable law, you agree not to enforce such moral rights against Getty Images, Distributors or Clients. Where you are not the owner of any Moral Rights, you confirm that all Moral Rights have been waived to this same extent or that you have obtained the same commitments not to enforce Moral Rights. Further, you acknowledge and accept that it is common business practice for commercial uses that the creator of Content is not credited and that that Content may be modified, used in connection with sensitive topics and may be used or modified in ways that may be controversial or unflattering.

## SECTION 2. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION & LIMITS ON LIABILITY

**2.1 Representations and Warranties.** (a) Each Party represents and warrants to each other that it has the full power and authority to enter into the Agreement and perform its obligations hereunder and that it will comply with all applicable laws, including without limitation to the Foreign Corrupt Practices Act and the U.K. Bribery Act; (b) you represent and warrant to Getty Images that: (i) you are the sole and exclusive owner of the Content submitted to Getty Images or are the authorized representative of the applicable copyright owner(s) of such Content; (ii) Content submitted to Getty Images, to the best of your knowledge after due investigation and prior to modification or re-captioning by Getty Images, will not infringe the copyright of any third party, and will not contain any matter which violates any applicable law or regulation and, if released, will not defame, violate the right of privacy or publicity, or infringe the trademark or other personal or property interests of the parties signing such release; (iii) all caption information provided by you is accurate and all copyright management information you provide with Content is accurate and complies with the Submission Requirements in effect at the time of submission; (iv) you have obtained valid model and property releases where necessary in accordance with the Submission Requirements at the time of submission and you will keep the original release and provide a copy to Getty Images; and (v) you are not on the US Department of Treasury's List of Specially Designated Nationals. You further warrant that, where Content is exclusive to Getty Images, none of the Content may be sold or licensed independently by the photographers or videographers who originally captured the Content and that your contracts with your contributors prohibit the sale or license of such Content that is included within Accepted Content.

**2.2 Indemnification.** Each party (an "**Indemnitor**") agrees to defend, indemnify and hold harmless the other party and its affiliates, licensees, officers, directors, employees and agents (each an "**Indemnitee**") from and against any and all actual or alleged third-party claims and accompanying liabilities, losses, damages, costs and expenses, including reasonable external attorneys' fees arising out of or in connection with, any actual or alleged breach of the Agreement by the Indemnitor or any duty, representation, or warranty contained herein by, or any actual or alleged act or material omission of the Indemnitor or its employees or agents. Indemnitor may at its option defend such claim at Indemnitor's expense, and Indemnitee shall cooperate fully in defending or settling such claim, provided that Indemnitor may not settle without Indemnitee's prior written consent, which shall not be unreasonably withheld. You agree that Getty Images may retain any amounts due to you under the Agreement or any other agreement you may have with Getty Images to the extent Getty Images is owed any sum under this Section 2.2.

**2.3 Limitation of Liability.** Getty Images shall not be liable for any punitive, indirect, consequential, special or incidental damages arising out of or in connection with the Agreement, even if it has been advised of the possibility of such. In addition, Getty Images shall not be liable to you under any circumstances arising out of the misuse of Content by any third party.

Getty Images shall not be liable for any loss or damage to any Content, storage device or other materials submitted to Getty Images, and you are required to provide or maintain your own backup files for any Content submitted. You shall bear sole responsibility for obtaining and maintaining adequate insurance for protection of Content or other materials submitted to Getty Images. If, despite the above limitations, liability is imposed on Getty Images for any of these reasons, in no event shall Getty Images' liability exceed US\$10,000 in the aggregate.

## SECTION 3. TERMINATION & SURVIVAL OF LICENSING RIGHTS

**3.1 Termination.** Either Party may terminate the Agreement immediately upon notice if the other Party: (a) breaches any material term or condition of the Agreement and, if capable of remedy, fails to remedy such breach within 60 days after being given notice thereof by the non-breaching Party; or (b) files a bankruptcy petition, or makes a general assignment for the benefit of creditors, or if any involuntary bankruptcy, receivership or similar proceeding is filed against the Party and is not dismissed within sixty (60) days after filing.

**3.2 Effect of Termination.** Upon termination, Getty Images will use commercially reasonable efforts to inactivate digital Accepted Content in its possession within 90 days ("**Wind-Down Period**"). Notwithstanding the above, Getty Images may retain an archived copy of Accepted Content solely for purposes of responding to claims or inquiries relating to Accepted Content following termination. During all Wind-Down Periods under this Section 3.2, Getty Images may continue to process licenses of the Accepted Content so long as Getty Images pays Royalties to you as required under this Agreement and you may not exploit the Accepted Content elsewhere during this time.

**3.3 Survival of Unexpired Licenses.** Following termination of the Agreement, all unexpired licenses of Accepted Content will remain in effect and you shall not license any Accepted Content (or similars) in a way that conflicts with any unexpired exclusive licenses identified in your past Sales Reports. Getty Images and Distributors will have a one-time only (or up to five times only in the case of licenses for educational uses) right to renew unexpired licenses on substantially the same terms, provided that there is no break in the licensing period.

**3.4 Surviving Provisions.** The termination of this Agreement will not affect the accrued rights and obligations of the Parties existing at the date of termination. Sections 1.7, 1.8, 2 to 4 and the Commercial Terms as may be appropriate, will survive termination of the Agreement, as will any matter arising under the Agreement either expressly or that by its nature is required to be performed or apply after the Term of the Agreement.

## SECTION 4. MISCELLANEOUS

**4.1 Entire Agreement; Amendments; Severability; Waiver.** The Agreement supersedes and cancels any previous agreements related to the distribution of Accepted Content. This Agreement constitutes the entire agreement among the Parties relating to its subject matter and may not be amended, except (a) in writing by an authorized representative of each Party; (b) where a court or other competent legal authority finds a provision to be invalid, illegal or unenforceable (in which event such determination shall not affect any other provision in the Agreement all of which shall remain in full force and the Parties shall in good faith consult to agree the extent of any amendment that might be possible to make the provision valid, enforceable or legal whilst reflecting as far as possible the original intention of the Parties). If a Party waives any provision of this Agreement, the waiver in such an instance shall not be deemed to be a continuing waiver, and no waiver by either Party shall prevent such Party from enforcing any and all other provisions of this Agreement.



**4.2 Assignment.** You may not assign your rights or obligations and under this Agreement without the prior approval of Getty Images, which will not be unreasonably withheld. Getty Images may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with Getty Images as part of a merger, reorganization or sale of assets by Getty Images.

**4.3 Nature of Relationship.** The parties to this Agreement are independent contractors to one another. This Agreement will not be interpreted or construed as creating or evidencing any association, agency, joint venture or partnership between the parties or as imposing any partnership obligation or responsibilities on either party.

**4.4 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**4.5 Further Assurances.** Each Party will, and will use its reasonable efforts to cause any third party to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to the Agreement.

**4.6 Notices.** Parties shall provide all notices in writing via mail and/or email. Notices to you will be sent to the current mail or email address and notices to Getty Images should be sent to: Legal Counsel, Getty Images (US), Inc., 605 – 5<sup>th</sup> Ave South, 4<sup>th</sup> Floor, Seattle, WA 98104 U.S.A.; email: [contributornotice@gettyimages.com](mailto:contributornotice@gettyimages.com).

**4.7 Audit Rights.** You may employ a certified accountant or licensed financial advisor to audit payments made to you during the previous 36 months, at your expense unless the audit reveals that Getty Images has underpaid you by more than 7.5%, in which case Getty Images will reimburse you for the actual and reasonable auditor's fees. Getty Images will honor one audit request per calendar year, upon 90 days' prior notice; provided, however, that no audit may commence until you and Getty Images have mutually agreed upon an audit plan that will govern the audit. If an underpayment is discovered in an audit, Getty Images will pay you interest based on the average one month LIBOR rate for the period under audit on the amount due from the date payment was due, correct the books and records, and will pay any amounts due (subject to any applicable Royalty Deductions) within 30 days after the amount due is finally determined and mutually agreed by you and Getty Images. In the event that an audit reveals any overpayment to you, you agree that Getty Images may deduct the overpayment from your earnings.

**4.8 Confidentiality.** "**Confidential Information**" means any information that is designated as confidential or, information that by its nature or circumstances of disclosure would reasonably lead a recipient to believe that it is confidential. Confidential Information of Getty Images includes art direction and information posted on the Contributor Websites as well as any username/password issued to you to access the Contributor Websites and any other restricted online areas. Confidential Information of you includes your earnings. A Party that receives Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**"), agrees not to disclose such Confidential Information to any third party or use any of the Confidential Information except as necessary to perform its obligations under the Agreement. The Receiving Party agrees to return all Confidential Information to the Disclosing Party upon request. If a Receiving Party is required by a competent legal authority to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice prior to disclosure so that the Disclosing Party may seek judicial protection. The Receiving Party may also share Confidential Information with its professional advisers under an obligation of confidentiality for the purpose of obtaining professional advice.

**4.9 User Account Information.** Getty Images will provide you with a user account for accessing the Contributor Websites maintained by Getty Images. You are responsible for tracking all activity for your account and you shall, furthermore: (a) maintain the security of all passwords and identifications issued to you; and (b) notify Getty Images immediately of any unauthorized use of your account or other breach of security. You agree to keep Getty Images informed of your current email address via the account management tool made available to you by Getty Images. Any Content submitted from your email address and/or using a user account issued to you shall be taken by Getty Images as evidence that such Content has been submitted by you.

**4.10 Personal Data Transfer.** You understand and agree that information relating to you or any other person such as a model that you may provide to Getty Images may be retained for a reasonable period, and may be transferred to, stored, accessed and used in jurisdictions worldwide whose privacy laws may be different and less protective than those of your home country. Getty Images, as data controller and processor, may use this information in connection with the performance of this Agreement, including for contacting you, and may disclose this information to necessary service providers, to provide the services they contract for. These third parties will have no right to use your information for secondary purposes. Any personal information you do provide may also be disclosed as part of any merger, sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which event personal information would be transferred as one of the business assets of the company. Getty Images reserves the right to disclose any information you provide in order to respond to claims or protect the rights, property or safety of itself, its related companies, Distributors and their employees, customers or the public.

**4.11 Submission of Content as an Authorized Representative.** If and to the extent you are submitting Content to Getty Images as an authorized representative of the applicable copyright owner(s), you acknowledge and agree that (a) you will ensure that such copyright owner(s) comply with the terms of this Agreement where necessary; and (b) to the extent Royalties are paid to you in such capacity, you will be solely responsible for compensating the copyright owner(s) where applicable.

**4.12 Insurance.** Without limitation of the indemnification hereunder, you shall provide Getty Images with a certificate of insurance evidencing (i) multi-media errors and omissions insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and (ii) comprehensive general liability insurance written on an occurrence basis, affording protection of not less than \$5,000,000 combined single limit, for bodily injury and/or property damage and personal injury. Such insurance policies shall include Getty Images as additional named insured.

### III.A

What is the amount earned from licensing in the past three years?

## **SOUTHERN UNIVERSITY | CLC FY25 STRATEGIC PLAN SUMMARY AND REPORT ON EARNINGS FROM LICENSING, 2018-2023**





## SOUTHERN UNIVERSITY | CLC FY25 STRATEGIC PLAN SUMMARY AND REPORT ON EARNINGS FROM LICENSING, 2018 - 2023

### FY PERFORMANCE

Fiscal Year	Gross Royalty Revenue	Royalty % Change	Wholesale Sales	Sales % Change	Wholesale Units	Units % Change
FY23	\$215,948	+35%	\$1,993,126	+36%	128,255	+7%
FY22	\$159,539	+114%	\$1,465,621	+133%	119,996	+104%
FY21	\$80,302	-27%	\$629,774	-34%	58,957	-39%
FY20	\$102,850	+3%	\$959,737	+1%	95,444	+1%
FY19	\$97,505	+2%	\$873,479	+3%	94,918	-7%
FY18	\$98,648	+14%	\$851,277	+13%	101,490	+22%

### KEY PARTNERS

KEY PARTNERS	
Bookstore	Follett
Sideline Partner	Under Armour
PROGRAM INFORMATION	
Standard Royalty Rate	10%
Apparel Advance Fee	\$300
Non-Apparel Advance Fee	\$150
School Supplies Advance Fee	\$50
College Vault Royalty Rate	14% (12% to institution, 2% to College Vault)
Contractual Marketing Fund	\$1,500

### BRAND MANAGEMENT

#### AREAS OF FOCUS

- I. Program Management
- II. Brand Protection

#### I. PROGRAM MANAGEMENT

PROGRAM	KEY INFORMATION
Standard Licensing Program	
<b>Overview:</b> Covers all product categories and distribution channels <ul style="list-style-type: none"> <li>• Rate: 10%</li> </ul>	<ul style="list-style-type: none"> <li>• Rate changes require a 6 month notice to licensees</li> <li>• Rate last increased in 2012</li> </ul>



COLLEGE VAULT	
<b>Overview:</b> Covers vintage program and throwback uniforms <ul style="list-style-type: none"> <li>• Rate: 14% (12 + 2)</li> <li>• Licensees: 0</li> </ul>	Action Items: <ul style="list-style-type: none"> <li>• Potential to re-launch program with updated artsheet, rates, licensees</li> </ul>
ADDITIONAL OPPORTUNITIES	
<ul style="list-style-type: none"> <li>• NIL</li> <li>• Consumable Product</li> <li>• Band Licensed Product</li> </ul>	

## II. BRAND PROTECTION

Initiatives	Notes
Infringement tab in Brand Manager 360	CLC Legal team assists with any potential infringement of school's brand

# BRAND EXPANSION & GROWTH

### AREAS OF FOCUS

- III. Retail Expansion + Growth
  - Please discuss any retail expansion/growth needs with your Partnerships Manager
- IV. Licensed Product Development
  - CLC's Creative and Marketing teams are here to assist with promoting licensing-related marketing initiatives
- V. Brand Marketing
  - CLC offers year-round marketing campaigns aimed at promoting your licensed product. Opt-ins will be sent to the institution

### III.B

What is the amount earned from licensing in the past three years?

## **SOUTHERN UNIVERSITY | CLC QUARTERLY ROYALTY REPORTS (1Q AND 2Q 2024)**

4/23/2024 1:35:00PM

## Quarterly Royalty Report

Through March, Quarter 1, 2024

Southern University	Quarter 3	Quarter 4	Quarter 1	YTD
<b>AUDIT</b>				
BAMKO, LLC dba LXG	36.89	0.00	0.00	36.89
Ebbets Field Flannels, Inc.	0.00	0.00	(18.90)	(18.90)
One Source Network Inc. dba Capri Design	9.70	0.00	0.00	9.70
License Type Totals	46.59		(18.90)	27.69
<b>Southern University</b>				
1921Movement	300.00	0.00	162.25	462.25
'47 Brand, LLC	329.10	389.38	199.26	917.74
Adjua Acua LLC, Db a Greekstreet Apparel	300.00	0.00	0.00	300.00
Advanced Graphic Products dba Advance	300.28	340.03	826.71	1,467.02
Ahead LLC	300.00	0.00	0.00	300.00
All Star Dogs	150.00	0.00	0.00	150.00
Anthony Lawrence Collection	0.00	658.00	100.00	758.00
Antigua Group Inc.	513.14	1,072.18	762.87	2,348.19
BAMKO, LLC dba LXG	69.93	6.89	0.00	76.82
Bayou Apparel	300.00	0.00	0.00	300.00
Big Boy Headgear Inc.	300.00	4,178.62	116.00	4,594.62
Black Baby 'Nalia LLC	0.00	300.00	0.00	300.00
Blue 84 Merch by Amazon	1,044.59	3,216.42	1,071.01	5,332.02
Campus Remix LLC	377.35	0.00	0.00	377.35
Captivating Headwear	758.76	378.42	160.80	1,297.98
CDI Corp	38.92	150.00	0.00	188.92
Chazam Fans	0.00	150.00	6.39	156.39
chicka-d	343.20	630.60	0.00	973.80
College Concepts LLC	88.15	214.22	301.50	603.87
Colosseum Athletics Corporation	2,992.09	1,927.10	0.00	4,919.19
Columbia Sportswear by Outdoor Custom	300.00	0.00	0.00	300.00
Commencement Group - The	300.00	0.00	0.00	300.00
Complex Apparel LLC dba Dungeon Forw	0.00	300.00	0.00	300.00
Craft Guru and Merchandising Cottage - T	0.00	0.00	300.00	300.00
Craftique Manufacturing Co.	0.00	0.00	150.00	150.00
Creative Converting div. of Hoffmaster Grc	0.00	0.00	158.94	158.94
Creative Knitwear	143.81	493.80	307.70	945.31
Cutter & Buck	574.97	795.99	356.50	1,727.46
Dayna Designs	0.00	0.00	150.00	150.00
Donovan Michaels LLC	0.00	0.00	150.00	150.00
Eternal Fortune Fashion LLC	462.32	493.28	247.68	1,203.28
Fanatics Apparel, LLC	0.00	0.00	150.00	150.00
FISLL Media LLC	0.00	0.00	2,959.15	2,959.15
GameDay Couture	83.45	1,387.59	150.19	1,621.23
GameTime Sidekicks	0.00	150.00	0.00	150.00
Garb Inc.	0.00	0.00	300.00	300.00
GFSI LLC (Champion)	3,271.08	3,031.13	753.06	7,055.27
GFSI LLC (Gear For Sports)	725.75	168.94	75.31	970.00
GFSI LLC (Under Armour)	2,493.90	1,307.97	180.24	3,982.11
G-III Leather Fashions Inc. (Starter)	863.87	0.00	300.00	1,163.87
G-III Leather Fashions Inc. dba G-III Sport	0.00	0.00	300.00	300.00



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## Quarterly Royalty Report

Through March, Quarter 1, 2024

## Southern University

	Quarter 3	Quarter 4	Quarter 1	YTD
Global Elite LLC	0.00	6,481.38	453.35	6,934.73
Goldsmyth LLC, The	300.00	0.00	0.00	300.00
Goodie Two Sleeves, LLC.	182.04	25.35	0.00	207.39
Gratia International LLC dba Gratia Pearl	0.00	150.00	0.00	150.00
Great American Products Ltd.	223.83	177.04	218.82	619.69
Gulf South Animated Motion Tech Inc. dba	60.42	4,091.44	57.57	4,209.43
Gus Willy Apparel, LLC	0.00	300.00	0.00	300.00
Herff Jones LLC	357.00	0.00	0.00	357.00
Hoodies N Slides LLC	0.00	0.00	300.00	300.00
Hype And Vice LLC	785.36	680.06	0.00	1,465.42
Jack of All Krafts LLC	150.00	0.00	0.00	150.00
Jardine Associates	427.71	107.41	126.29	661.41
JayMac Sports Products	4.00	0.00	419.74	423.74
Jeta Morgan Inc. dba USA Licensed Bows	150.00	0.00	0.00	150.00
JonesWear	0.00	75.50	787.05	862.55
Jostens Inc.	4,913.49	(232.13)	989.67	5,671.03
JUNK Brands LLC	75.00	0.00	0.00	75.00
K & M/Nordic Co.	8.24	0.00	180.85	189.09
KH Sports Fan	150.00	0.00	0.00	150.00
Kitty Keller Designs	0.00	82.50	0.00	82.50
Knights Apparel LLC	10,993.24	6,613.16	2,913.03	20,519.43
Knits N Weaves dba Horn Legend	0.00	0.00	300.00	300.00
L2 Brands, LLC	1,145.69	535.07	0.00	1,680.76
Lakeshirts Inc. dba Blue 84	527.57	0.00	300.00	827.57
LHP Holdings LLC	0.00	970.00	242.00	1,212.00
Logo Brands Inc.	8,744.72	(559.25)	122.69	8,308.16
LogoFit LLC	300.00	0.00	0.00	300.00
M3sportswear LLC	0.00	300.00	0.00	300.00
Matthew Powell Creations Inc.	0.00	150.00	0.00	150.00
MB Benson Investments	0.00	62.50	0.00	62.50
Memory Company LLC-The	0.00	0.00	150.00	150.00
Mignon Faget	0.00	0.00	192.45	192.45
Mitchell & Ness Nostalgia Co.	1,410.46	30.88	28.81	1,470.15
Mogul Threads LLC	300.00	0.00	0.00	300.00
MV Sport	943.78	865.50	52.32	1,861.60
Neil Enterprises Inc.	300.00	99.32	0.00	399.32
New Era Cap, LLC	171.98	180.00	311.33	663.31
Nike by Branded Custom Sportswear	1,346.18	3,841.11	125.00	5,312.29
Northwest Group, LLC - The	1,839.50	977.19	1,068.81	3,885.50
Onyx Collegiate	0.00	0.00	150.00	150.00
Pegasus Sports LLC	366.00	0.00	111.08	477.08
Peter Millar LLC	0.00	300.00	0.00	300.00
Plair Sports and Apparel	0.00	300.00	0.00	300.00
Print Houzz-The	0.00	300.00	0.00	300.00
Printworks MD LLC	381.20	591.80	538.50	1,511.50
PROJECTXYZ Inc. dba Valiant Gifts	150.00	0.00	0.00	150.00
QGM, LLC	150.00	0.00	0.00	150.00
RB III Associates DBA Teamwork Athletic /	20.15	237.20	0.00	257.35

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**Quarterly Royalty Report**

Through March, Quarter 1, 2024

**Southern University**

	Quarter 3	Quarter 4	Quarter 1	YTD
Real Value LLC dba Simple Modern	201.49	3.89	119.32	324.70
Rico Industries/Tag Express	12.73	393.31	279.87	685.91
Roaring Spring Blank Book Co.	0.56	46.81	50.00	97.37
Ross Sportswear	300.00	0.00	0.00	300.00
Royce Apparel Inc.	859.86	419.81	64.80	1,344.47
Sacred Heart Collections	0.00	0.00	4,361.30	4,361.30
Santa's Workshop Inc. (OH)	0.00	0.00	493.01	493.01
Scotty Gear Retail Corp dba Desert Cactu	342.20	93.82	203.76	639.78
Sewing Concepts	595.45	193.30	0.00	788.75
Sideline Apparel by College Concepts	0.00	436.80	300.00	736.80
Signature Brand HTX-The	0.00	0.00	432.20	432.20
Siskiyou Buckle Co.	125.00	0.00	0.00	125.00
Slade Vending LLC	0.00	0.00	150.00	150.00
Spirit Products Ltd./MA	130.80	524.77	0.00	655.57
Storm Duds Raingear	189.22	0.00	0.00	189.22
Strand Art Company	0.00	0.00	150.00	150.00
Strideline LLC	0.00	0.00	150.00	150.00
Team Beans LLC	370.92	218.40	0.00	589.32
Team Golf	0.00	100.00	0.00	100.00
Teesonme Printing LLC	0.00	0.00	300.00	300.00
Tervis Tumbler Company	253.53	150.00	0.00	403.53
To The Game LLC	0.00	81.62	0.00	81.62
Tones of Melanin by BBUB Greek Gifts	0.00	858.65	300.00	1,158.65
Top Choice Inc.	992.40	2,135.40	2,816.00	5,943.80
Topps Company-The	1,000.00	0.00	0.00	1,000.00
Trevco Inc.	447.62	530.20	365.45	1,343.27
Trevco Merch by Amazon	0.00	416.54	478.91	895.45
Twin City Knitting Co. Inc.	18.81	93.60	0.00	112.41
University Blanket & Flag Corp	150.00	0.00	0.00	150.00
W Republic	0.00	0.00	300.00	300.00
Walnut Springs Nursery Inc.	0.00	119.58	151.13	270.71
Wilcox Enterprises, LLC	105.48	145.32	0.00	250.80
Wildcat Retro Brands LLC	0.00	71.95	89.24	161.19
Wincraft Inc.	1,424.94	772.34	238.77	2,436.05
Zazzle Inc.	15.92	2.60	151.91	170.43
License Type Totals	62,139.15	57,282.30	32,780.59	152,202.04

**Southern University - Promotional/Premium**

Bensussen Deutsch & Associates LLC	0.00	740.00	0.00	740.00
G & G Outfitters Inc.	0.00	616.94	0.00	616.94
License Type Totals	0.00	1,356.94		1,356.94

**Special Projects**

Topps Company-The	0.00	0.00	3,750.00	3,750.00
License Type Totals	0.00		3,750.00	3,750.00

LLP Licensess 0.00

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**Quarterly Royalty Report**

*Through March, Quarter 1, 2024*

<b>Southern University</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	<b>Quarter 1</b>	<b>YTD</b>
<b>Total Licensees Reporting 130</b>	62,185.74	58,639.24	36,511.69	157,336.67
<b>Administrative Fee</b>	11,399.44	17,306.80	9,127.93	37,834.17
<b>Southern University Share</b>	50,786.30	41,332.44	27,383.76	119,502.50



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## Quarterly Royalty Report

Through June, Quarter 2, 2024

Southern University	Quarter 3	Quarter 4	Quarter 1	Quarter 2	YTD
<b>AUDIT</b>					
BAMKO, LLC dba LXG	36.89	0.00	0.00	0.00	36.89
Ebbets Field Flannels, Inc.	0.00	0.00	(18.90)	0.00	(18.90)
One Source Network Inc. dba Capri Design	9.70	0.00	0.00	0.00	9.70
License Type Totals	46.59		(18.90)		27.69
<b>Southern University</b>					
1921Movement	300.00	0.00	162.25	257.04	719.29
213 Print and Design LLC dba Yo HBCU V	0.00	0.00	0.00	10.86	10.86
'47 Brand, LLC	329.10	389.38	199.26	300.00	1,217.74
'47 Fan Favorite	0.00	0.00	0.00	225.00	225.00
Adjua Acua LLC, Db a Greekstreet Apparel	300.00	0.00	0.00	0.00	300.00
Advanced Graphic Products dba Advance	300.28	340.03	826.71	0.00	1,467.02
Ahead LLC	300.00	0.00	0.00	0.00	300.00
All Star Dogs	150.00	0.00	0.00	0.00	150.00
Anthony Lawrence Collection	0.00	658.00	100.00	300.00	1,058.00
Antigua Group Inc.	513.14	1,072.18	762.87	215.66	2,563.85
BAMKO, LLC dba LXG	69.93	6.89	0.00	12.19	89.01
Bayou Apparel	300.00	0.00	0.00	0.00	300.00
Big Boy Headgear Inc.	300.00	4,178.62	116.00	314.40	4,909.02
Black Baby 'Nalia LLC	0.00	300.00	0.00	0.00	300.00
Black Renaissance Clothing Brand	0.00	0.00	0.00	300.00	300.00
Blue 84 Merch by Amazon	1,044.59	3,216.42	1,071.01	699.01	6,031.03
Campus Remix LLC	377.35	0.00	0.00	0.00	377.35
Captivating Headwear	758.76	378.42	160.80	0.00	1,297.98
CDI Corp	38.92	150.00	0.00	0.00	188.92
Chazam Fans	0.00	150.00	6.39	0.00	156.39
chicka-d	343.20	630.60	0.00	366.20	1,340.00
CollectBobbles LLC	0.00	0.00	0.00	175.50	175.50
College Concepts LLC	88.15	214.22	301.50	0.00	603.87
Collegiate Pacific Co.	0.00	0.00	0.00	150.00	150.00
Colosseum Athletics Corporation	2,992.09	1,927.10	0.00	141.33	5,060.52
Columbia Sportswear by Outdoor Custom	300.00	0.00	0.00	0.00	300.00
Commencement Group - The	300.00	0.00	0.00	0.00	300.00
Complex Apparel LLC dba Dungeon Forw	0.00	300.00	0.00	0.00	300.00
Craft Guru and Merchandising Cottag	0.00	0.00	300.00	0.00	300.00
Craftique Manufacturing Co.	0.00	0.00	150.00	0.00	150.00
Creative Converting div. of Hoffmaster Grc	0.00	0.00	158.94	0.00	158.94
Creative Knitwear	143.81	493.80	307.70	67.05	1,012.36
Culture Shop, LLC- The dba HBCU Cultur	0.00	0.00	0.00	300.00	300.00
Cutter & Buck	574.97	795.99	356.50	0.00	1,727.46
Dayna Designs	0.00	0.00	150.00	0.00	150.00
Donecia's Crafts	0.00	0.00	0.00	300.00	300.00
Donovan Michaels LLC	0.00	0.00	150.00	0.00	150.00
Eternal Fortune Fashion LLC	462.32	493.28	247.68	0.00	1,203.28
Fabrique Innovations Inc. dba Sykel	0.00	0.00	0.00	150.00	150.00
Fanatics Apparel, LLC	0.00	0.00	150.00	0.00	150.00
FISLL Media LLC	0.00	0.00	2,959.15	438.09	3,397.24



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## Quarterly Royalty Report

Through June, Quarter 2, 2024

## Southern University

	Quarter 3	Quarter 4	Quarter 1	Quarter 2	YTD
GameDay Couture	83.45	1,387.59	150.19	188.30	1,809.53
GameTime Sidekicks	0.00	150.00	0.00	0.00	150.00
Garb Inc.	0.00	0.00	300.00	0.00	300.00
GFSI LLC (Champion)	3,271.08	3,031.13	753.06	808.49	7,863.76
GFSI LLC (Gear For Sports)	725.75	168.94	75.31	44.07	1,014.07
GFSI LLC (Under Armour)	2,493.90	1,307.97	180.24	37.21	4,019.32
G-III Leather Fashions Inc. (Starter)	863.87	0.00	300.00	0.00	1,163.87
G-III Leather Fashions Inc. dba G-III Sport	0.00	0.00	300.00	0.00	300.00
Global Elite LLC	0.00	6,481.38	453.35	987.80	7,922.53
Goldsmyth LLC, The	300.00	0.00	0.00	0.00	300.00
Goodie Two Sleeves, LLC.	182.04	25.35	0.00	0.00	207.39
Gotta Have It Fan Foams Corporation	0.00	0.00	0.00	150.00	150.00
Gratia International LLC dba Gratia Pearl	0.00	150.00	0.00	0.00	150.00
Great American Products Ltd.	223.83	177.04	218.82	20.52	640.21
Gulf South Animated Motion Tech Inc. dba	60.42	4,091.44	57.57	1,336.65	5,546.08
Gus Willy Apparel, LLC	0.00	300.00	0.00	0.00	300.00
HBCU Kids Fashion	0.00	0.00	0.00	225.00	225.00
Herff Jones LLC	357.00	0.00	0.00	0.00	357.00
Hoodies N Slides LLC	0.00	0.00	300.00	0.00	300.00
Hype And Vice LLC	785.36	680.06	0.00	0.00	1,465.42
Jack of All Krafts LLC	150.00	0.00	0.00	0.00	150.00
Jardine Associates	427.71	107.41	126.29	149.75	811.16
JayMac Sports Products	4.00	0.00	419.74	0.00	423.74
Jeta Morgan Inc. dba USA Licensed Bows	150.00	0.00	0.00	150.00	300.00
JonesWear	0.00	75.50	787.05	0.00	862.55
Jostens Inc.	4,913.49	(232.13)	989.67	7,266.95	12,937.98
JUNK Brands LLC	75.00	0.00	0.00	0.00	75.00
K & M/Nordic Co.	8.24	0.00	180.85	0.00	189.09
Kennebrew Group	0.00	0.00	0.00	150.00	150.00
KH Sports Fan	150.00	0.00	0.00	0.00	150.00
Kitty Keller Designs	0.00	82.50	0.00	0.00	82.50
Knights Apparel LLC	10,993.24	6,613.16	2,913.03	742.94	21,262.37
Knits N Weaves dba Horn Legend	0.00	0.00	300.00	0.00	300.00
L2 Brands, LLC	1,145.69	535.07	0.00	373.02	2,053.78
Lakeshirts Inc. dba Blue 84	527.57	0.00	300.00	0.00	827.57
LHP Holdings LLC	0.00	970.00	242.00	321.00	1,533.00
Logo Brands Inc.	8,744.72	(559.25)	122.69	14,451.25	22,759.41
LogoFit LLC	300.00	0.00	0.00	0.00	300.00
M3sportswear LLC	0.00	300.00	0.00	0.00	300.00
Matthew Powell Creations Inc.	0.00	150.00	0.00	0.00	150.00
MB Benson Investments	0.00	62.50	0.00	0.00	62.50
Memory Company LLC-The	0.00	0.00	150.00	0.00	150.00
Midwest College Mktg Group	0.00	0.00	0.00	300.00	300.00
Mignon Faget	0.00	0.00	192.45	0.00	192.45
Mitchell & Ness Nostalgia Co.	1,410.46	30.88	28.81	5,440.94	6,911.09
Mogul Threads LLC	300.00	0.00	0.00	1,462.35	1,762.35
MV Sport	943.78	865.50	52.32	347.52	2,209.12
Neil Enterprises Inc.	300.00	99.32	0.00	49.35	448.67

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## Quarterly Royalty Report

Through June, Quarter 2, 2024

## Southern University

	Quarter 3	Quarter 4	Quarter 1	Quarter 2	YTD
New Era Cap, LLC	171.98	180.00	311.33	300.00	963.31
Nike by Branded Custom Sportswear	1,346.18	3,841.11	125.00	104.36	5,416.65
Northwest Group, LLC - The	1,839.50	977.19	1,068.81	134.92	4,020.42
Onyx Collegiate	0.00	0.00	150.00	0.00	150.00
Pegasus Sports LLC	366.00	0.00	111.08	0.00	477.08
Peter Millar LLC	0.00	300.00	0.00	0.00	300.00
Plair Sports and Apparel	0.00	300.00	0.00	0.00	300.00
Print Houzz-The	0.00	300.00	0.00	0.00	300.00
Printworks MD LLC	381.20	591.80	538.50	99.20	1,610.70
PROJECTXYZ Inc. dba Valiant Gifts	150.00	0.00	0.00	0.00	150.00
QGM, LLC	150.00	0.00	0.00	0.00	150.00
RB III Associates DBA Teamwork Athletic /	20.15	237.20	0.00	0.00	257.35
Real Value LLC dba Simple Modern	201.49	3.89	119.32	29.25	353.95
Rico Industries/Tag Express	12.73	393.31	279.87	0.00	685.91
Roaring Spring Blank Book Co.	0.56	46.81	50.00	0.00	97.37
Ross Sportswear	300.00	0.00	0.00	0.00	300.00
Royce Apparel Inc.	859.86	419.81	64.80	0.00	1,344.47
Sacred Heart Collections	0.00	0.00	4,361.30	345.32	4,706.62
Santa's Workshop Inc. (OH)	0.00	0.00	493.01	152.10	645.11
Scotty Gear Retail Corp dba Desert Cactu:	342.20	93.82	203.76	285.65	925.43
Sewing Concepts	595.45	193.30	0.00	0.00	788.75
Sideline Apparel by College Concepts	0.00	436.80	300.00	0.00	736.80
Signature Brand HTX-The	0.00	0.00	432.20	366.50	798.70
Siskiyou Buckle Co.	125.00	0.00	0.00	0.00	125.00
Slade Vending LLC	0.00	0.00	150.00	0.00	150.00
Spirit Products Ltd./MA	130.80	524.77	0.00	0.00	655.57
Storm Duds Raingear	189.22	0.00	0.00	93.70	282.92
Strand Art Company	0.00	0.00	150.00	0.00	150.00
Strideline LLC	0.00	0.00	150.00	0.00	150.00
Team Beans LLC	370.92	218.40	0.00	0.00	589.32
Team Golf	0.00	100.00	0.00	0.00	100.00
Teesonme Printing LLC	0.00	0.00	300.00	0.00	300.00
Tervis Tumbler Company	253.53	150.00	0.00	129.27	532.80
To The Game LLC	0.00	81.62	0.00	300.00	381.62
Tones of Melanin by BBUB Greek Gifts	0.00	858.65	300.00	103.10	1,261.75
Top Choice Inc.	992.40	2,135.40	2,816.00	553.00	6,496.80
Topps Company-The	1,000.00	0.00	0.00	0.00	1,000.00
Trevco Inc.	447.62	530.20	365.45	235.68	1,578.95
Trevco Merch by Amazon	0.00	416.54	478.91	413.05	1,308.50
Twin City Knitting Co. Inc.	18.81	93.60	0.00	150.00	262.41
University Blanket & Flag Corp	150.00	0.00	0.00	0.00	150.00
Vive La Fete Inc.	0.00	0.00	0.00	300.00	300.00
W Republic	0.00	0.00	300.00	0.00	300.00
Walnut Springs Nursery Inc.	0.00	119.58	151.13	0.00	270.71
Wilcox Enterprises, LLC	105.48	145.32	0.00	48.60	299.40
Wildcat Retro Brands LLC	0.00	71.95	89.24	232.36	393.55
Wincraft Inc.	1,424.94	772.34	238.77	325.55	2,761.60
Yard Apparel - The	0.00	0.00	0.00	225.00	225.00

7/23/2024 12:47:39PM

**Quarterly Royalty Report***Through June, Quarter 2, 2024*

<b>Southern University</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>YTD</b>
Zazzle Inc.	15.92	2.60	151.91	3.22	173.65
License Type Totals	62,139.15	57,282.30	32,780.59	44,655.27	196,857.31
<b>Southern University - Promotional/Premium</b>					
Bensussen Deutsch & Associates LLC	0.00	740.00	0.00	0.00	740.00
G & G Outfitters Inc.	0.00	616.94	0.00	0.00	616.94
License Type Totals	0.00	1,356.94			1,356.94
<b>Special Projects</b>					
Topps Company-The	0.00	0.00	3,750.00	0.00	3,750.00
License Type Totals	0.00		3,750.00		3,750.00
LLP Licensess	0.00				
<b>Total Licensees Reporting 144</b>	<b>62,185.74</b>	<b>58,639.24</b>	<b>36,511.69</b>	<b>44,655.27</b>	<b>201,991.94</b>
<b>Administrative Fee</b>	<b>11,399.44</b>	<b>17,306.80</b>	<b>9,127.93</b>	<b>11,163.81</b>	<b>48,997.98</b>
<b>Southern University Share</b>	<b>50,786.30</b>	<b>41,332.44</b>	<b>27,383.76</b>	<b>33,491.46</b>	<b>152,993.96</b>

## IV.A

Discussion about the logo design and colors

# **SOUTHERN UNIVERSITY SYSTEM VISUAL IDENTITY AND STYLE GUIDE**



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

BATON ROUGE • NEW ORLEANS • SHREVEPORT

BRANDING GUIDELINES

## STANDARDS

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

BATON ROUGE • NEW ORLEANS • SHREVEPORT

The official name of the organization is “Southern University System.” On all formal documents, the full name of the institution should be written, along with the System logo. In general publicity and documents, the first reference is the Southern University System. The short abbreviation of “SU System” is permissible as a second reference. Any Southern University System logo being used should stand alone and not overlap any other logos or wordmarks.



# PRIMARY LOGOS

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**SOUTHERN<sup>®</sup>  
UNIVERSITY SYSTEM**  
BATON ROUGE • NEW ORLEANS • SHREVEPORT



**SOUTHERN<sup>®</sup>  
UNIVERSITY SYSTEM**  
BATON ROUGE • NEW ORLEANS • SHREVEPORT

**SOUTHERN<sup>®</sup>  
UNIVERSITY SYSTEM**  
BATON ROUGE • NEW ORLEANS • SHREVEPORT





## LOGO SPECIFICATIONS

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### Size & Surrounding Space

The logo should have empty space around it so that it can be seen easily. Text, graphics or images should not encroach on that space.

As a general rule, the blank space should be a minimum of one-fourth – or 25 percent – of the width of a logo. So, a logo that is two inches wide should be surrounded by at least half an inch of blank space. A logo that is four inches wide should have at least one inch of empty space on all sides.

To maintain legibility, an academic logo should be a minimum of one-inch wide, which is the size of a quarter. There should be at least a one-fourth-inch margin around it, as shown.



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### Unacceptable Uses

The SU System logo should never be rotated or altered in any way.





## LOGO BAR

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The SU System logo bar displays all five member institutions' logos. The logo bar displays the Universities in alphabetical order and should not be altered. The logo bar is usually associated with the university system logo and other promotional and multimedia productions.

## HASH TAG

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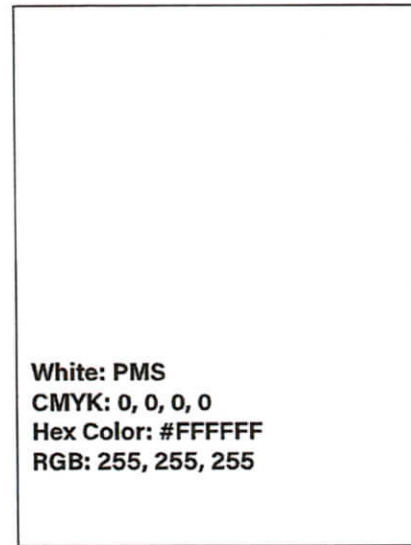
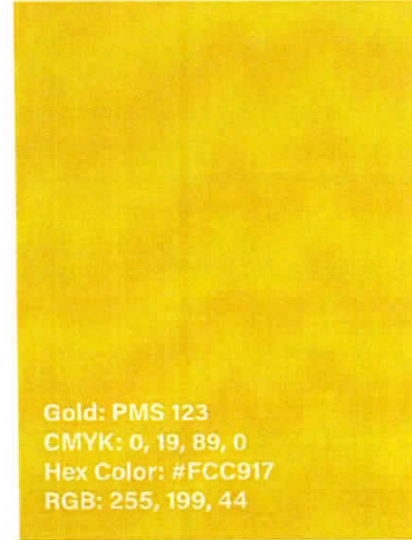
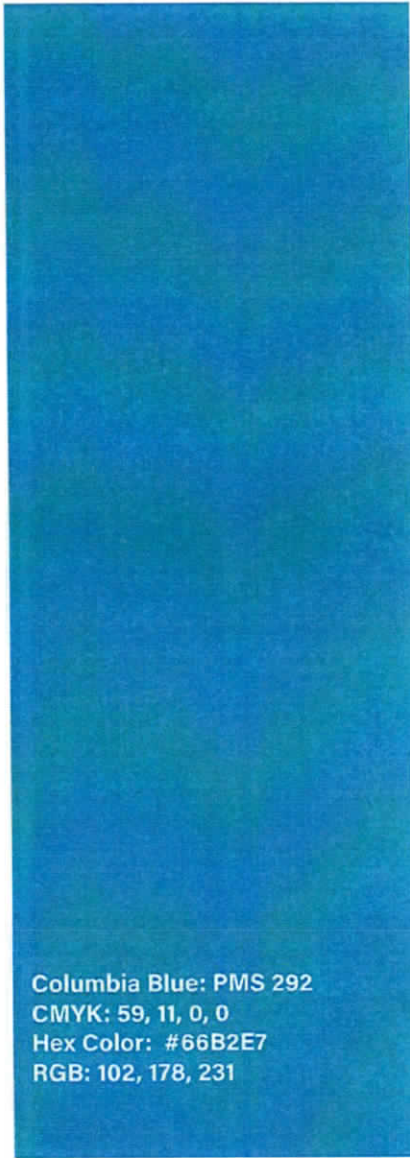
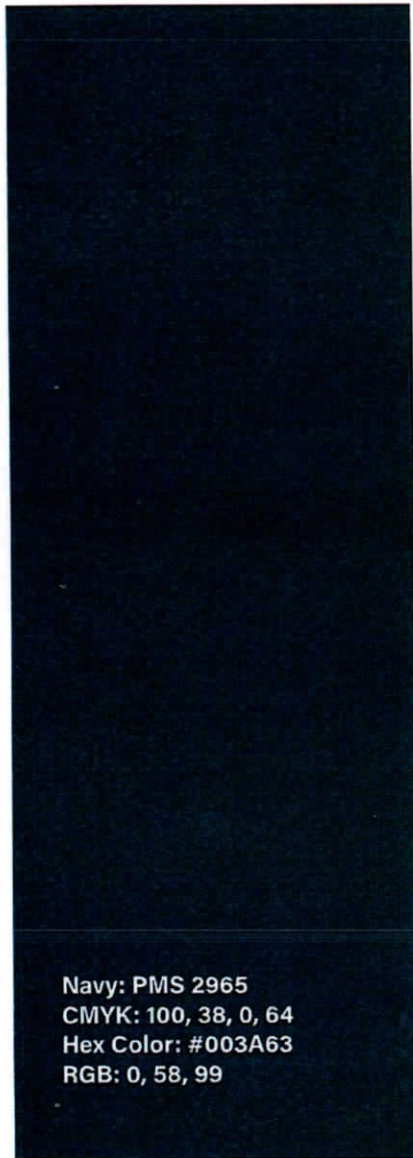
# #WeAreSouthern

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The hash tag, "#WeAreSouthern" appears in Acumin Variable Concept and has one display option: single-line. The hash tag is usually associated with the SU System logo and other marketing materials.

## COLOR MODELS

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## TYPOGRAPHY

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The primary Typeface is Cinzel Bold. The font weights are Regular-Bold.

Headlines and sub-headings should be set in Upper Casing with tracking set to 0.

This Typeface should be used for headings and sub-headings only.

# CINZEL

TEM PECULOC ATELLA RE, UBLICA IAMPERFIT.

1234567890

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The secondary Typeface is Futura Medium. The font weights are Regular-Bold.

Headlines should be set in UPPERCASING with tracking set to 50. Sub-headings should be in Title Casing with tracking set to 50. Body copy should be set in sentence casing with tracking set to 0.

# FUTURA

**Futura** Futura

Tem peculoc atella re, ublica iamperfit.

1234567890

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The Longform Typeface is Acumin Variable Concept. The font weights are Regular-Medium. This font may be used for sub-headings and body copy.

Sub-headings should be in Title Casing with tracking set to 0. Body copy should be set in sentence casing with tracking set to 0.

When using numbers in FreightDisp Pro they should be modified through special glyphs to all be in line.

Acumin Variable Concept **Acumin Variable Concept**

Os dendige nihilia cullant est, et ipsanis solut ariantia ni sae il es isit harum rae secatet rem est laboriam quias sequi ut ea sandi ilibus, cus magnatur autet molorio consenit quame explic tem quatium fugia.

1234567890



## SEAL

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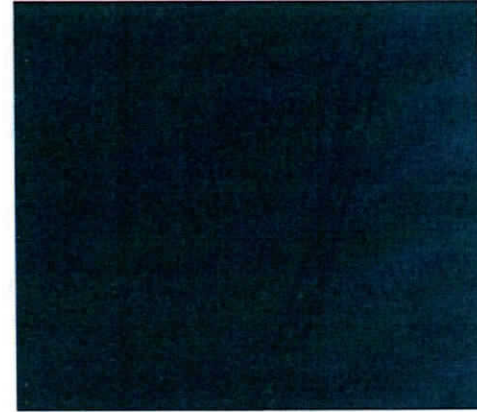
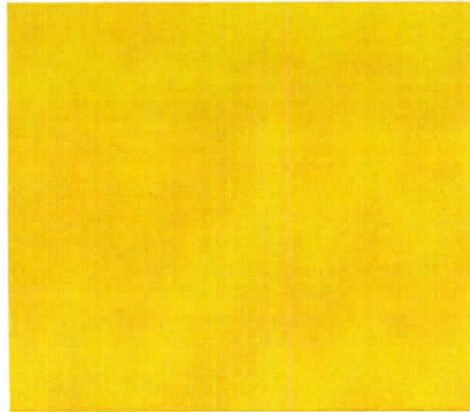
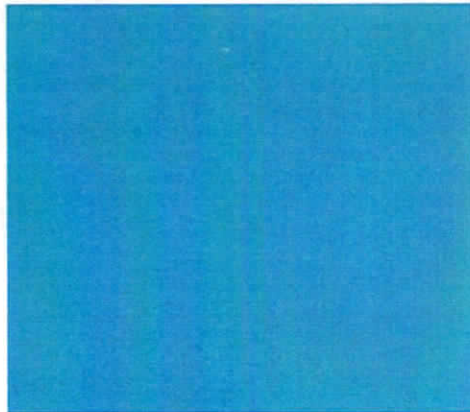


Use of the Southern University System seal is limited to presidential correspondence and certain products associated with academic achievement.

## OTHER DESIGN ELEMENTS

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**Overlays & Backgrounds** – When using photos or patterns as backgrounds overlays should always be set to Multiply. The opacity will vary based on circumstance.



## MEMBER INSTITUTIONS




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## WEB & SOCIAL

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The official SU System website address should be included on all SU System publications, publicity and marketing materials. It is "SUS.edu" and should be expressed in that way and without any other text (that is, no "http://" or "www." preceding the address). Facebook, LinkedIn and X (formerly Twitter) and are the approved SU System social media platforms to be promoted on all SU System and university materials.

-  @southernuniversitysystem
-  Southern University System
-  [linkedin.com/company/southern-university-system](https://www.linkedin.com/company/southern-university-system)

All logos and word marks are available upon request (EPS, AI, PDF, PSD, JPG, PNG). For questions or design approvals, contact [media@sus.edu](mailto:media@sus.edu).