Item F.1. Grambling University’s request for approval of an Undergraduate Certificate (UC) in Data Analytics.

EXECUTIVE SUMMARY

Grambling State University (GSU) requests approval to offer an Undergraduate Certificate (UC) in Data Analytics. In February 2019 the Board of Regents approved the addition of a new upper level Undergraduate Certificate (UC) in Academic Affairs Policy 2.15, Definitions of Undergraduate Degrees & Undergraduate/Graduate Certificates. Designed as a focused, incremental, stackable credential, the UC can be linked to an existing degree program major as an additional focus area (concentration or minor), or it can be a stand-alone area of specialization to augment a student’s educational background and/or to meet industry demand for upper level training. The certificate is comprised of at least 18 credits, of which at least half must be at the upper (junior/senior) level. The proposed UC was reviewed by UL System Chief Academic Officers and input shared was incorporated into the final version of the proposal.

In July 2018 GSU received funding for five (5) years from the National Science Foundation (NSF) that is expected to total $2.25M. The NSF grant has a major focus on expanding the data analytics training that GSU undergraduate students receive. Four activities were identified for implementation in order to achieve this aspiration: (1) development of interdisciplinary big data science courses & development of a certificate program; (2) infusion of big data sciences into existing key courses across majors; (3) faculty professional development; and (4) a research component for students. The University has implemented all but one of these initiatives, that being the offering of a certificate program focused on data analytics.

Data analytics is a discipline that uses statistical tools and machine learning algorithms to extract useful and hidden information from data. As long as data are available, data analytics techniques can be adopted to make the data useful. In turn, organizations can rely on data to make well informed data-driven operational decisions. The objectives of the proposed 18 credit hour UC in Data Analytics, to be offered 100% online and F2F, are to:

- Promote the value of data analytics to the efficient operation of businesses and governments.
- Provide a certificate that can be tailored to meet the needs of STEM and non-STEM disciplines.
- Provide comprehensive knowledge of data mining techniques.
- Provide the connection between extracting meaningful information from data and decision making across disciplines.
Students pursuing the proposed UC will take four core courses (Introduction to Data Analytics, Foundations of Statistical Analysis, Data Visualization, and Advanced Data Analytics). In addition, students will select two elective courses that align with career goals. The curriculum has been designed to allow for the UC to be tailored to meet data analytics needs linked to a specific discipline. This is a unique and different approach to those degree and certificate programs in the area of analytics currently offered by public universities in Louisiana (NSU: UC and PBC in Business Analytics; UNO: UC and GC in Data Analytics; and LSU: MS and GC in Analytics). Graduates of the proposed certificate program will have skills in forecasting, data mining, statistical analysis, and coding that will position them to meet the needs of employers.

The University projects an initial enrollment of ten (10) students in YR1 with that number increasing to 30 by YR5. These projections are based on findings from a student survey that was administered to gauge interest in the proposed UC (83% of survey respondents believed that a Data Analytics certificate would make them more marketable and 75% of survey respondents indicated interest in completing the UC) as well as enrollment in an Introduction to Big Data Science course offered at GSU. The proposed UC will be housed in the College of Arts & Sciences with oversight provided by the Director of the Center of Academic Excellence in Mathematical Achievement for Science & Technology. Instruction will be provided by existing faculty from across the University. Projected cost for the proposed UC (YR1: $19K and YRS 2-5: $29K annually) includes the purchase of software and faculty support to teach the courses. Computer software and supplies will be supported by the NSF grant and faculty salaries will come from the operational budget; tuition and fees will help offset the cost to the institution.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request to offer an Undergraduate Certificate in Data Analytics.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL OF A PROPOSAL TO DEVELOP A NEW ACADEMIC CERTIFICATE PROGRAM IN DATA ANALYTICS

Grambling State University respectfully requests approval of a proposal to develop a new academic certificate program in Data Analytics. The goal of the program is to provide students an enhanced academic experience and prepare them to compete and succeed in careers.

Your favorable consideration of this request would be greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD
President

RJG:ks
Attachment
PROPOSAL to DEVELOP a NEW ACADEMIC CERTIFICATE PROGRAM
(CAS, PAC, UC, PBC, GC, PMC, PPC)

Date: May 25, 2020

Campus: Grambling State University
Program: CIP, Certificate Designation, Title
CIP Code: 30.7101
Designation: Data Analytics, General
Subject/Title: Undergraduate Certificate (UC) Program in Data Analytics

Institutional Contact Person & Contact info (if clarification is needed)
Connie Walton, Ph.D.
Provost/VP of Academic Affairs
waltoncr@gram.edu
318-274-6200

1. Certificate Description
Describe the program concept: purpose and objectives; proposed curriculum; mode of delivery (on-site/hybrid/on-line).
Indicate which courses are new; describe plan for rolling out new courses.

** Attach catalog descriptions for the required and elective courses, including prerequisites and LCCN, when applicable. **

Grambling State University received funding for five years in July 2018 from the National Science Foundation (NSF) that is expected to total 2.25 million dollars. One component of this grant focuses on expanding the data analytics training that undergraduate students at Grambling State University receive. Four activities were identified for implementation: (1) the development of interdisciplinary big data science courses & development of a certificate program, (2) infusion of big data sciences into existing key courses across majors, (3) faculty professional development, and (4) a research component for students. The university has implemented all but one of these activities.

The computer science department developed two 3 credit hour courses that focus on big data science. The first course, Introduction to Big Data Science, has been offered since Fall 2017. Content of existing courses in biology has been expanded to include bioinformatics and materials offered by Pine Biotech. The content taught in organic chemistry has been expanded to include cheminformatics. In partnership with the Office of Sponsored Programs at GSU, a seminar series is offered that features researchers who have competitive projects that have a data analytics component. Networking sessions are also a part of this seminar series. Faculty are able to attend conferences and workshops that have a data analytics focus aligned with their research interests. GSU faculty have designed mini research projects for undergraduate students that have a data analytics component. The grant funded activity that has not been implemented is the development of a certificate program. This proposal focuses on establishing an undergraduate certificate (UC) program in Data Analytics. The certificate will be available 100% online and in a face-to-face format.

With advancements in technology, more than half of the global population has access to the internet. This results in the creation of large and disparate volumes of data. According to a McKinsey Global Institute report, just three exabytes of data existed in 1986. That figure was up to more than 300 exabytes by 2011. The United States alone is estimated to have more than two zettabytes (2,000 exabytes) of data, and that volume is projected to double every three years. This data, from a variety of sources, should be analyzed in a timely manner to make informed decisions. For this reason, data analytics is one of the fastest-growing and highest-paid professions around the world. According to a Business Higher Education Forum report, by 2021 sixty-nine (69) percent of employers in the United States will prefer job candidates with data analytics skills. According to this report, there were 2.35 million job postings for data science and analytics roles in 2015 and an increase in new job postings for this field was projected to reach 2.72 million in 2020.
The purpose of the proposed Undergraduate Certificate program in Data Analytics is to mitigate the talent shortage of job applicants with data analytics skills by producing well-trained data analyst professionals. Leadership in different departments at Grambling State University, including Computer Science, Accounting, Biology, Mathematics, and English have been systematically developing data analytics capabilities to implement this certificate program.

The program objectives of the Data Analytics undergraduate certificate program are captured below.
- Promote the value of data analytics to the efficient operation of businesses and governments.
- Provide a certificate that can be tailored to meet the needs of STEM and non-STEM disciplines.
- Provide comprehensive knowledge of data mining techniques.
- Provide the connection between extracting meaningful information from data and decision making across disciplines.

Upon completion of the Data Analytics undergraduate certificate program students will have acquired the following competencies.
- Use data analytics to make business decisions.
- Adhere to ethical guidelines that include privacy rights while executing tasks associated with analysis of data and development of reports.
- Demonstrate the use of different data mining techniques and tools including R, and Tableau.
- Apply theoretical and practical knowledge for solving real world problems.
- Communicate effectively with a range of audiences through story telling using data visualization, project reports and presentations.
- Develop and deploy predictive, prescriptive and descriptive analytics models.

The proposed certificate in Data Analytics is a unique program. It can be tailored to meet data analytics needs linked to a specific discipline. This flexible curriculum supports recommendations made in the joint report from the Business Higher Education Forum and PwC. Higher education was challenged to be creative and to “structure degrees and credentials for individual paths”.

GSU students pursuing the UC in Data Analytics will take 12 credit hours of core courses. These core courses include Introduction to Data Analytics, Foundations of Statistical Analysis, Data Visualization and Advanced Data Analytics. Students will be able to select the additional six credit hours from electives that are aligned with career goals.

| Draft Curriculum |
| Undergraduate Certificate in Data Analytics Curriculum |
| Course Number | Course Name | Credit Hours |
| DA 1xx | Introduction to Data Analytics | 3 |
| DA 2xx | Foundations of Statistical Analysis | 3 |
| DA 3xx | Data Visualization | 3 |
| DA 4xx | Advanced Data Analytics | 3 |
| DA xxx | Elective I | 3 |
| DA xxx | Elective II | 3 |
| Total | | 18 Credit Hours |

| Elective Courses |
| Digital Methods for Literary Text Mining | 3 |
| Digital Methods for the Spatial Analysis of the Past | 3 |
| Geospatial Analytics | 3 |
| Marketing Analytics | 3 |
| Data Mining in Bioinformatics | 3 |
| Social Media Analytics | 3 |
Two courses will be offered during the implementation year of the certificate program. Six courses per year will be offered thereafter at two courses per fall and spring semesters and two during the summer.

Before 2020, CIP codes for Data Analytics did not exist despite a growing demand for specialized training in this field. Prior to 2020, those who applied for a certificate program in Data Analytics used CIP code 52.1301 as it was the only option. However, according to new 2020 CIP codes, data analytics is included under the multi/interdisciplinary studies category. As this proposed undergraduate certificate in Data Analytics at Grambling State University will cover a variety of analytics topics, it best fits CIP 30.7101 for general programming in Data Analytics. CIP 30.7101 is for programs that prepare individuals to apply data science to generate insights from data and identify and predict trends.

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2. Need
Outline how this program is deemed essential for the wellbeing of the state, region, or academy (e.g., how is it relevant, how does it contribute to economic development or relate to current/evolving needs). Identify similar programs in the state and explain why the proposed certificate is needed.

Data analytics is a discipline that uses statistical tools and machine learning algorithms to extract useful and hidden information from data. As long as data are available, data analytics techniques can be adopted to make the data useful. Data are gold mines if they can be properly processed to gain useful knowledge. Educational institutions, governments, medical institutions, Fortune 500 companies, and mom & pop businesses are using data to not only improve core operations but to launch entirely new business models. These organizations rely on data to make data-driven business decisions. IBM reported that data analytics can help businesses to go beyond the what, get to the why, and plan for what is next. As shared earlier, a Business Higher Education Forum report indicates that by 2021, 69% of employers in the United States will seek employees equipped with data analytics skills. There is a need to develop a workforce that consists of individuals with expertise in data analysis. The proposed undergraduate certificate program in Data Analytics will assist in the development of this workforce.

Need for Data Analytics Certificate at Grambling State University
Grambling State University has identified strategies that support expanding programs to meet emerging workforce needs. These strategies include engaging faculty, students, alumni, and business leaders. The University has placed a high priority on enhancing the academic experience of students to include activities that will make them more marketable and employable candidates once completing their undergraduate degree. A 2014 article by the Center for Economic and Policy Research entitled “A College Degree is No Guarantee” studied the placement of recent black college graduates. This study showed that there was a higher unemployment rate for black college graduates (12.4%) compared to all college graduates (5.6%) ages 22-27 in 2013. Of the employed black graduates, 55.9% were under-employed with jobs that did not require a college degree. GSU has determined that developing an undergraduate certificate program in Data Analytics would help to bridge this gap and provide a golden opportunity for students to start successful careers in various industries.

The proposed certificate in Data Analytics is an institutional priority. The development of this certificate supports the strategic goals of the university. These goals are “To Increase Opportunities for Student Access” and “To Increase Opportunities for Student Success”. By signaling to those who show early interest in data-driven fields, the proposed certificate program will aid in recruitment of academically prepared students. Louisiana’s existing programs in data analysis are often taught at the graduate level; the proposed undergraduate certificate is attractive because it will allow students to augment their studies in data analytics with field knowledge in an accompanying major. By laying out a clear path for progression, the Undergraduate Certificate in Data Analytics will aid in both retention and graduation rates. Students are more likely to make it through the darker moments of college if they can see not only the light at the end of the tunnel but also the green fields beyond. With a clear connection to strong vocational opportunities, the undergraduate certificate in Data Analytics will encourage completion of the broader baccalaureate degree of which it complements. Finally, the proposed Data Analytics certificate program supports Grambling State University’s Mission of educational opportunity, and it helps the university to prepare students “to compete and succeed in careers.” The undergraduate certificate in Data Analytics is highly relevant to the institution’s priorities and to the state’s needs.

Need for the State of Louisiana
A 2019 Louisiana Workforce Information Review publication provides employment projections for 2026. The forecast indicates that employment will grow by 8.3% with the fastest growth being in the professional, scientific, and technical services industry. These industries are projected to grow by 16.4%. These forecasts suggest a growing need for training and workforce development that focus on new, high-skill jobs. The proposed certificate in Data Analytics will support graduates being able to meet the needs
of a cross section of businesses in the state of Louisiana. These businesses include the key industries that have been identified for the state: automotive, energy, entertainment, process, software development and water management.

**Alignment of Certificate to the Louisiana’s Master Plan for Higher Education**
This certificate will increase educational attainment as laid out by the Master Plan for Higher Education for the state of Louisiana, the driving mission of which is “talent development through quality, affordable postsecondary education for all.” The Regents identified a deficiency in the skill levels of the Louisiana workforce and in the extent to which existing skills are credentialed. In offering a robust pipeline for skill attainment and credentialing, the proposed certificate directly addresses the challenge “to augment the credentials of the state’s workforce.” In this way, the program will help to improve the quality of life of many Louisianaans, filling a rapidly growing need for skilled, credentialed, workers.

Although “data analyst” does not appear among the job titles listed in the 2019 Occupational Outlook Handbook, published by the U.S. Bureau of Labor Statistics (BLS), graduates from such a certificate would look for jobs in listed fields like Market Research Analyst or Operations Research Analyst. Both of these positions typically hire employees with undergraduate-education levels, and each is listed by the BLS as growing “much faster than average”—the first at 20%, earning it a position in the top-20 list of occupations with the most new jobs, and the second at 26%, earning it a position in the top-20 list of fastest growing occupations. With median salaries of $63,120 and $83,390, respectively, these occupations offer students the potential to earn salaries far higher than median salaries. Ultimately, these occupations and related occupations require employees with strong analytical skills, a workforce that knows how to make sense of large amounts of data. Credentialed GSU graduates who have skills in forecasting, data mining, statistical analysis, and coding will be positioned to meet the needs of employers. The curriculum identified for the proposed certificate program will equip students with these needed skills.

**Other Analytics Programs in State of Louisiana**
There is a need for the expansion of data analytics training across institutions. Three universities in the state of Louisiana offer a degree or certificate in some form of analytics according to the Louisiana Board of Regents’ Inventory of Degree and Certificate Programs.

<table>
<thead>
<tr>
<th>Analytics Certificates/Degrees offered in the State of Louisiana</th>
<th>Subject</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate Certificate &amp; Post Baccalaureate Certificate</td>
<td>Business Analytics</td>
<td>Northwestern State University</td>
</tr>
<tr>
<td>Undergraduate Certificate</td>
<td>Data Analytics</td>
<td>University of New Orleans</td>
</tr>
<tr>
<td>Master of Science</td>
<td>Analytics</td>
<td>LSU and A&amp;M Collee</td>
</tr>
<tr>
<td>Graduate Certificate</td>
<td>Analytics</td>
<td>LSU and A&amp;M Collee</td>
</tr>
<tr>
<td>Graduate Certificate</td>
<td>Data Analytics</td>
<td>University of New Orleans</td>
</tr>
</tbody>
</table>

Northwestern State University offers a post baccalaureate certificate and an undergraduate certificate in Business Analytics. These certificate programs provide training related to making business decisions using analytics. The certificate program that Grambling State University is proposing does not focus solely on Business Analytics. Courses required in NSU’s post baccalaureate certificate program are listed below.
Course requirements for PBC in Business Analytics program at NSU

- BLAD 3120 – Intermediate Business Statistics OR MGT 3500 – Management Science
- MGT 4460 – Supply Chain Management
- CIS 4070 – Data Analytics
- MGT 3580 – Operations Management
- CIS 4000 – Advanced Database Systems
- MKTG4440 – Marketing Research

The University of New Orleans (UNO) offers an undergraduate certificate in Data Analytics. Their program is housed in the Department of Mathematics. Their program is designed to teach basic/key data analytical tools focusing on application. Five of the six courses required to complete the certificate have an applied algebra course (MATH 1115) as the only prerequisite. The sixth course is an elective and the student may select the course based on interest. UNO’s course requirements can be seen in the chart below.

<table>
<thead>
<tr>
<th>Course</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>MATH 2314 Elementary Statistical Methods</td>
<td>3</td>
</tr>
<tr>
<td>MATH 4301 Analysis of Variance and Experimental Design</td>
<td>3</td>
</tr>
<tr>
<td>MATH 4304 Introduction to Regression Analysis</td>
<td>3</td>
</tr>
<tr>
<td>MATH 4371 Data Analytics</td>
<td>3</td>
</tr>
<tr>
<td>MATH 4385 Statistical Learning</td>
<td>3</td>
</tr>
<tr>
<td>Options: One course from the list below</td>
<td></td>
</tr>
<tr>
<td>Option 1: MATH 4311 Introduction to Mathematical Statistics</td>
<td>3</td>
</tr>
<tr>
<td>Option 2: MATH 4803 Financial Math I</td>
<td>3</td>
</tr>
<tr>
<td>Option 3: MATH 4270 introduction to Optimization</td>
<td>3</td>
</tr>
</tbody>
</table>

The proposed undergraduate certificate program in Data Analytics at Grambling State University will offer online instruction as well as face-to-face courses, like the UNO program. In addition to the twelve credit hours of coursework that will be a part of core requirements, we also will provide a variety of elective courses that students will be able to select based on their interest. These subject specific elective courses include Text Mining and Analytics, Geospatial Analytics, Marketing Analytics, Data Mining in Bioinformatics, and Social Media Analytics. The proposed undergraduate certificate program will be open to STEM and non-STEM majors and will be marketed to students beginning at the freshman year.

University of Pennsylvania describes their Data Analytics certificate program by saying, “You don’t need an extensive background in math, statistics, or programming to succeed in the data analytics program. The only prerequisites are a familiarity with using a computer, basic math skills, and a willingness to learn.” Our program mimics University of Pennsylvania’s sentiments. Students will need to have acquired fundamental college algebra skills prior to enrolling in 200 level courses identified as core courses in the curriculum for this proposed certificate program in Data Analytics. The curriculum will build upon these math skills.


3. Students
Describe student interest. Project enrollment and productivity for the first 5 years; justify projections.

Student interest for the proposed program was gauged by conducting a student survey and analyzing course enrollment/completer for a course that highly complements the proposed certificate program.

**Student Survey:**
A student survey was presented to selected courses to gauge student interest in an Undergraduate Certificate program in Data Analytics. The survey included two closed-ended questions relating to the need for the certificate and the desire to enroll in the program. Ninety-two (92) respondents of the survey represented various majors, such as Accounting, Computer Information Systems, Computer Science, Management, and Marketing. Results derived from completed surveys are as follows:

- 83% of respondents believe that a Data Analytics certificate will allow them to become more marketable for jobs in their chosen field; 15% were unsure; 2% said that it would not assist in securing future employment.
- 75% of respondents noted that they were interested in completing a certificate program at GSU if offered; 24% were unsure; only 1% stated that they had no interest in completing the certificate program.

Based on the survey from a representative sample of students, interest in the certificate program is shown and justifies the idea for offering an interdisciplinary data analytics program.

**Enrollment Projections for Certificate in Data Analytics**
Leveraging both the participant outcome analysis of student interest and participation in the Introduction of Big Data Science course, GSU anticipates first time enrollees into the Data Analytics certificate program will initially be 10 students. Enrollment will grow as the program becomes more visible as an important add on credential for students.

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Enrollment</td>
<td>10</td>
<td>15</td>
<td>20</td>
<td>25</td>
</tr>
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</table>

**Justification for Enrollment Projections**
Student interest for the proposed Data Analytics undergraduate certificate program is also gauged by the enrollment in an *Introduction to Big Data Science course* offered at GSU. This course was first offered during the Fall 2017 semester. A description of this course is captured below.

*Big Data Analytics allow organizations to build competitive strategies around data-driven insights and derive value from vast amounts of untapped data. Whether you are tracking the efficiency of a warehouse or predicting how and when to modify staffing levels in a call center, this data science and big analytics training course provides the knowledge and skills required to reach the next level of decision-making maturity. This course helps to understand big data fundamentals, requirements of big data in current technological world, collection, and analysis of unstructured data. Introduces Hadoop Apache and R language.*

Students who either enrolled and/or completed the course from Fall 2017 to present represented majors housed in each of the four colleges at the university (Arts and Sciences, Business, Education, and Professional Studies). From Fall 2017 to Fall 2019, a total of 50 students both enrolled and completed the course, resulting in an average of 10 students per semester. Spring 2020 enrollment increased to 17 students.
4. Accreditation
Describe plan for achieving program accreditation.

There are no immediate plans to seek accreditation of this undergraduate certificate program.

5. Faculty, Administration, & Other Resources
How will instructional needs be met: will additional faculty, facilities, equipment, or library resources be required? What department will deliver and oversee the proposed program?

Faculty support will consist of existing GSU faculty. These faculty include select individuals in the College of Business, Computer Science, Mathematics, History and English. These faculty have the appropriate credentials that will support them being able to teach a specific data analytics course. The intent is the data analytics course will be a part of the faculty member's normal teaching load (12 credit hours). Some courses, such as the Introduction to Data Analytics, will be team taught. In some cases, it may be necessary for a department to hire an adjunct instructor to teach a general education type course that the faculty member who will teach a data analytics course would no longer be teaching. In rare situations a faculty member may carry a ½ course overload (for courses that are team taught). A ½ course overload will not jeopardize the accreditation of a program.

Laboratory Space
A computer lab in Carver Hall, room 277, will support this program. Currently, the lab has 38 computers, a SMART board and completely equipped for instruction. The configuration of each computer is as follows:

- Dell OptiPlex 7050
- Windows 10 Pro x64
- CPU: Intel i7-7700 3.6 GHz (8 cores)
- RAM: 32 GB, 2400 MHz
- Graphics Card: AMD Radeon R7 450
- Hard Drive: SK -Hynix SC311 SATA 256 GB SSD.

Software and other tools will be provided in the cloud to support students being able to engage in learning associated with this certificate program without being on campus.

Department to deliver and oversee the program?
The proposed undergraduate certificate program will be housed in the College of Arts & Sciences. It will be overseen by the Director of the Center of Academic Excellence in Mathematical Achievement for Science & Technology. Mrs. Caesar Akins will coordinate this interdisciplinary program. She currently coordinates the activities of the Center of Academic Excellence including those that focus on expanding the data analytic skills of undergraduate students at GSU.
6. Cost

Summarize additional costs to offer the program. On separate budget sheet, estimate costs and revenues for the projected program for the first four years, indicating need for additional appropriations (if any).

| Gambling State University received funding from the National Science Foundation that is expected to total 2.25 million dollars. The award began on July 1, 2018 and will end on June 30, 2023. The funding received per year is slightly less than $449,000. The cost associated with the implementation of this certificate will be supported by funding received from that National Science Foundation. This grant has a major focus on expanding the training that GSU undergraduate students receive in data analytics. Projected cost for the proposed Data Analytics certificate program includes the purchase of software and faculty support to teach the courses. Computer software and supplies will be supported by the NSF grant. Current faculty at GSU across disciplines will teach the courses in the certificate program. In some cases, adjunct instructors will be hired to relieve a faculty member of a general education course so that the faculty member will be available to teach the data analytics course. Pay for faculty salaries will come from the operational budget. The NSF grant will provide summer salary for faculty to develop a course. |

<table>
<thead>
<tr>
<th>BUDGET JUSTIFICATION</th>
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<tbody>
<tr>
<td><strong>Year 1:</strong></td>
</tr>
<tr>
<td>The expenses for Year 1 include salaries for 3 instructors. A current faculty member may be relieved from teaching a general education type course with an adjunct hired to take over the general ed class. This will support the “current faculty member” being able to teach the data analytics course. It is also possible in some cases that a faculty member will be compensated to teach a ½ course overload (courses team taught). $3250 has been allocated for each instructor. 2 courses/3 instructors $9,750), software ($5,000), and supplies ($5,000).</td>
</tr>
<tr>
<td>Expenditure: $19,750</td>
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</table>

| **Year 2:** |
| The expenses for Year 2 include compensation for 6 faculty. These funds may be used to hire an adjunct or in some rare cases overload pay for a ½ course overload. (6 courses $19,500), software license renewal ($5,000), and supplies ($5,000). |
| Expenditure: $29,500 |

| **Year 3:** |
| The expenses for Year 3 include compensation for 6 faculty. These funds may be used to hire an adjunct or in some rare cases overload pay for a ½ course overload. (6 courses $19,500), software license renewal ($5,000), and supplies ($5,000). |
| Expenditure: $29,500 |

| **Year 4:** |
| The expenses for Year 4 include compensation for 6 faculty. These funds may be used to hire an adjunct or in some rare cases overload pay for a ½ course overload. (6 courses $19,500), software license renewal ($5,000), and supplies ($5,000). |
| Expenditure: $29,500 |
### SUMMARY OF ESTIMATED ADDITIONAL COSTS/INCOME FOR PROPOSED CERTIFICATE

**Institution:** Grambling State University  
**Date:** May 25, 2020

**Certificate Program, Unit:** Data Analytics, Undergraduate Certificate (UC)

FTE = Full Time Equivalent (use the institution's standard definition and provide that definition).

#### EXPENDITURES

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<td><strong>SUB-TOTAL EXPENSES</strong></td>
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#### REVENUES

**Amount & Percentage of Total Anticipated From:**

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Grambling State University
Undergraduate Certificate in Data Analytics
Course Descriptions

Core Courses

DA 1XX Introduction to Data Analytics: Introduces core concepts of data analytics. The course will acquaint students with processes of data preparation, management, analysis, and visualization, leading finally to communication of findings. In completing data-driven projects, students will be introduced to industry-standard applications like Excel and Tableau, spatial analysis with GIS, and computational analysis with R. Ethical considerations regarding the privacy concerns of a stakeholder’s information and big data will also be introduced. No previous experience is required.

DA 2XX Foundations of Statistical Analysis: The course includes basics of probability theory along with principles of collecting, analyzing, and interpreting data. It also covers analysis of variance, linear and logistic regression, preparing inputs for predictive models, and measuring model performance. The course has an emphasis on statistical inferences and some techniques for supervising learning and unsupervised learning. Prerequisites: DA 1XX (Introduction to Data Analytics) and college algebra or higher-level mathematics.

DA 3XX Data Visualization: Provides a hands-on introduction to the principles and practice of understanding and presenting visual representations of data. With a consideration for best practices, students will learn how to build elements layer by layer, converting tables and models into meaningful visualizations. Students will also learn how to draw maps and refine plots for effective communication. Prerequisites: DA 1XX (Introduction to Data Analytics) and DA 2XX (Foundations of Statistical Analysis).

DA 4XX Advanced Data Analytics: Extends the concepts developed in Introduction to Data Analytics and Foundations of Statistical Analysis. In this course, students will be introduced to more advanced analytical skills including semantic and sentiment analysis, machine learning, predictive analysis, clustering and classification methods, web scraping, and creating interactive dashboards. The course also introduces Structured Query Language (SQL). Prerequisites: DA 1XX (Introduction to Data Analytics) and DA 2XX (Foundations of Statistical Analysis).

Elective Courses

DA 3XX Social Media Analytics: Provides strategies for understanding, extracting, analyzing, visualizing, and modeling data from several major social network platforms such as Facebook, Twitter, Github, Flickr, and so on. Students will be introduced to several real-world use cases, applying machine learning and network analysis. Students will also gain experience using some advanced techniques for data analysis. Special consideration will be given to commercial application of these techniques. Prerequisite: DA 1XX (Introduction to Data Analytics).

ENG 3XX Digital Methods for Literary Text Mining: Investigates and applies text mining approaches to longer text documents and large collections of texts. In this project-based course, students will use tools and methods of analytics to ask questions about their texts and communicate the answers. This course emphasizes literary study, but consideration will also be given to other text.
mining applications. Prerequisite: DA 1XX (Introduction to Data Analytics) or HUM 1XX (Introduction to Digital Humanities).

**HIST 3XX Digital Methods for the Spatial Analysis of the Past:** Develops a fundamental understanding of geospatial information management and analysis methods. The course will expose students to a variety of exemplary projects, applied methods, and tools for spatial history through which students will be able to define spatial problems and design solutions across a variety of disciplines. Prerequisite: DA 1XX (Introduction to Data Analytics) or HUM 1XX (Introduction to Digital Humanities).

**DA 3XX Business Analytics:** In this course students will learn the process of transforming data into actions through analysis and insights in the context of organizational decision making and problem solving. By exploring various problems impacting enterprises such as businesses, non-profits, and governments, students will be able to use data and gain insights by use of data for better decisions making. Students will also learn to identify, evaluate, and capture business analytic opportunities that create value. Prerequisite: DA 1XX (Introduction to Data Analytics)

**DA 3XX Marketing Analytics:** In this introductory marketing analysis course, students will learn customer data analysis techniques to approach and solve marketing related problems. Students will study and use various tools (i.e. Microsoft Excel and other commercial data analytic software) for generating marketing insights from marketing related data in such areas as segmentation, targeting and positioning, satisfaction management, customer lifetime analysis, customer choice, and product and price decisions. Using data and logic, students will develop key skills and marketing analytics techniques to make better strategic marketing decisions. Prerequisite: DA 1XX (Introduction to Data Analytics)

**BIOL 3XX Data Mining in Bioinformatics:** This course introduces students to the theory and practice of bioinformatics. Topics include the analysis of genomic, transcriptomic, and metagenomic sequencing data. No programming experience is required. Prerequisite: BIOL 3C2 (Genetics)

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**CERTIFICATIONS:**

**Corina Robinson-Akins**
Primary Administrator for Proposed Certificate
5/28/2020

**Connie Walton**
Provost/Chief Academic Officer
5/28/2020

**Management Board/System Office**

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BoR Form – 23 July 2019
Item F.2. McNeese State University’s request for approval of a Post Baccalaureate Certificate (PBC) in Special Education Mild/Moderate for Secondary Education Grades 6-12.

EXECUTIVE SUMMARY

McNeese State University (MSU) requests approval to offer a Post Baccalaureate Certificate (PBC) in Special Education Mild/Moderate for Secondary Education Grades 6-12. A PBC is an undergraduate, academic offering (12-33 SCH) that is earned after a student has already completed a recognized baccalaureate degree. A PBC is commonly used as a path for alternate teacher certification; graduate school admission is usually not required for this undergraduate certificate. The proposed PBC would incite current educators to expand their knowledge of best practices, strategies, tools, and technologies to provide an equitable environment to successfully develop all P-12 students to their fullest potential. Over the past ten (10) years, mainstreaming has grown more popular. According to an article by Gilmour (2018), more than sixty percent of all students with disabilities spend eighty percent or more of their school day in a regular classroom. Therefore, whether a certified teacher wants to transition into a special education classroom or to more effectively support individuals with special needs within their inclusive classroom, the proposed PBC will be invaluable.

Courses required of the proposed PBC (Educational Technology Foundations, Assessment in Special and Inclusive Education, Working with Families and Paraprofessionals in Programs, Approaches to Managing Exceptional Children, Methods and Materials for Secondary Special Education, and Prevocational, Vocational, and Transitional Services for Students with Disabilities) are currently offered by MSU as a requirement or optional course in at least one other academic program with delivery via an online format. The six courses required of the proposed PBC will offer the opportunity for secondary education teachers to acquire the coursework to add-on a special education certification and implement the knowledge gained to educate every student in their classroom. Currently there are five (5) public universities that offer PBC Add-On Certification programs in Secondary Special Education in Louisiana (LSUA, LSUS, NSU, SLU and ULM). McNeese would be the only university in the Southwest region offering a PBC in Special Education Mild/Moderate for Secondary Education Grades 6-12; however, UL Lafayette regularly offers coursework leading to this add-on certification in a hybrid format. All UL System Chief Academic Officers reviewed the proposed PBC proposal and were in support of McNeese pursuing this program offering.
The proposed PBC was previously offered at MSU but was terminated in 2017 due to low enrollment and insufficient faculty available to teach the coursework. With the recent hiring of two special education professors in the Burton College of Education, the University is seeing a renewed interest in the field of special education. Students are learning about adaptive technologies and best practices and are inquiring about the handling of specific situations that have arisen during their observations and field experiences. With 100% online delivery of the PBC, there will be a larger recruitment pool in addition to the completers from MSU’s baccalaureate K-12 and secondary programs. The University anticipates an initial enrollment of two (2) students with a steady increase to 12 by YR5. The proposed PBC can be offered at no cost to the University, and the hope is that the program will generate additional revenue due to an increase in enrollment.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request to offer a Post Baccalaureate Certificate (PBC) in Special Education Mild/Moderate for Secondary Education Grades 6-12.
June 4, 2020

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

McNeese State University requests approval to offer a PBC in Special Education Mild/Moderate for Secondary Education Grades 6-12.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Dr. Daryl V. Burckel
President

Attachments
PROPOSAL to DEVELOP a NEW ACADEMIC CERTIFICATE PROGRAM
(CAS, PAC, UC, PBC, GC, PMC, PPC)

Date: May 20, 2020

Campus: McNeese State University
Program: 13.1001, Post Baccalaureate Certificate, Special Education Mild/Moderate for Secondary Education Grades 6-12

Institutional Contact Person & Contact Info (if clarification is needed)
Dr. Angelique Ogea, Dean, Burton College of Education, 337-475-5433, aogea@mcneese.edu

1. Certificate Description
Describe the program concept: purpose and objectives; proposed curriculum; mode of delivery (on-site/hybrid/on-line).
Indicate which courses are new; describe plan for rolling out new courses.

**Attach catalog descriptions for the required and elective courses, including prerequisites and LCCN, when applicable.**

The Post Baccalaureate Certificate in Special Education Mild/Moderate for Secondary Education Grades 6-12 (PBC SPED M/MOD SEC) leads to an add-on certification. The program incites current educators to expand their knowledge of best practices, strategies, tools, and technologies to provide an equitable environment to successfully develop all P-12 students to their fullest potential.

In years past, students with special needs were often segregated from the regular classrooms or were perhaps placed in the regular classroom without the necessary support. Over the past ten years, mainstreaming has grown more popular. According to an article by Gilmour (2018), more than sixty percent of all students with disabilities spend eighty percent or more of their school day in regular classrooms. Therefore, whether a certified teacher wants to transition into a special education classroom or to more effectively support individuals with special needs within their inclusive classroom, this program will be invaluable.

The proposed curriculum includes the following coursework:
EDTC 245: Educational Technology Foundations, Cr. 3
EDUC 336: Assessment in Special and Inclusive Education, Cr. 3
SPED 403: Working with Families and Paraprofessionals in Programs, Cr. 3
SPED 424: Approaches to Managing Exceptional Children, Cr. 3
SPED 444: Methods and Materials for Secondary Special Education, Cr. 3
SPED 445: Prevocational, Vocational, and Transitional Services for Students with Disabilities, Cr. 3

All courses will be delivered in an online format through McNeese State University's learning management system (LMS), which is currently Moodle. All the program courses are currently in the Academic Catalog and are offered either as a requirement or optional course in at least one other academic program. Therefore, course offerings will be available to roll out at the start of the fall 2020 semester.

For the 2020-2021 academic year, a minor in Special Education Mild/Moderate Gr. 6-12 was added to the program offerings. Candidates within a secondary education program can also enroll in special education coursework to apply toward an add-on after receiving their initial certification. The courses for both programs align. Candidates enrolling in the minor coursework, but unable to complete the entire 18 hours, will be able to feed into the PBC program. The intent is for this to be a viable pipeline for enrollment in the PBC SPED M/MOD SEC program if minor course requirements before graduation so that the coursework is not lost.

All special education coursework is being redesigned to address current and integral changes within the area of special education. Revisions include current legislation, evaluation measures, and the requisite skills to develop standards-driven Individual Education Programs, behavior plans, and transition plans. Candidates will understand the importance of staying current in laws and practices in order to provide the most equitable and efficient support for learners with disabilities no matter the classroom setting.

Timely topics in special education will also have their place within the curriculum and coursework. Current areas of interest include graduation pathways for students with disabilities and advancements in technology, including assistive and instructional technologies along with the process for determining the best fit for students.

Candidates will learn the importance of data as it relates to students qualifying to receive special education services. The process of data collection, review, analysis, and application in creating interventions, differentiation, and scaffolding in the Gr. 6-12 classroom will be thoroughly covered.

Project-based learning increases 21st century skills. Therefore, purposeful field experiences are also a part of the redesigned coursework. Throughout the program, candidates will collaborate with current special education teachers in the field to gain...
experience in working with special education students. These experiences will include the preparation and delivery of lessons observed by University faculty as a key component of their preparation process. The goal is to provide candidates with increased opportunities for direct interaction with SPED 6-12 students and teachers throughout the program through newly designed assessments.

Research conducted by deBettencourt and Nagro (2017) supports the incorporation of hands-on interaction in special education teacher preparation programs. Research also clearly supports a project-based learning approach for supporting students with disabilities in learning grade appropriate academic content aligned to state standards. Therefore, the proposed program is designed to increase the value of the special education teacher whether in an exclusive special education classroom or an inclusive/mainstream classroom setting.


2. Need

Outline how this program is deemed essential for the wellbeing of the state, region, or academy (e.g., how is it relevant, how does it contribute to economic development or relate to current/evolving needs). Identify similar programs in the state and explain why the proposed certificate is needed.

The evolving nature of education requires the systematic and purposeful revision and reexamination of data-driven research practices. Related to special education, strategies and practices must support students classified with disabilities under the Individuals with Disabilities Education Act (IDEA) and the Americans with Disabilities Act (ADA). Additionally, according to the 2018-2019 State Educator Workforce Report, High-Need Certification/Subject Areas for Louisiana include secondary math, secondary science, and special education. This program will directly impact the workforce needs reported by the Louisiana Department of Education.

During the state mandated redesign of initial certification programs to include a one-year residency, the Burton College of Education (BCOE) took the opportunity to realign and redesign program coursework. For the early childhood and elementary baccalaureate programs, the special education mild/moderate grades 1-5 coursework requirements were embedded in the initial certification programs. The same did not work for the K-12 and secondary education programs due to the stringent content coursework specifications and the desire to keep all programs at or near a total of 120 credit hours. Therefore, this program would offer the opportunity for secondary education teachers to acquire the coursework to add-on a special education certification and implement the knowledge gained to educate every student in their classroom.

The following information was obtained from the Louisiana Board of Regents Inventory of Degree and Certificate Programs. Below is a list of the current active PBC Add-on Certification programs in Secondary Special Education in Louisiana:

- **LSU at Alexandria:** PBC SPEC ED M/MOD FOR SECOND ED GR 6-12
- **LSU at Shreveport:** PBC SPEC ED M/MOD FOR SECOND ED GR 6-12
- **Northwestern State University:** PBC SPEC ED M/MOD FOR SEC ED GR 6-12, PBC SECONDARY ED & SPEC ED MM 6-12
- **Southeastern Louisiana University:** PBC SPEC ED M/MOD FOR SECOND ED GR 6-12, PBC SEC & SPEC ED M/MOD GR 6-12
- **University of Louisiana at Monroe:** PBC SPEC ED FOR SECONDARY ED GR 6-12.

Please note that from the above list, McNeese State University would be the only university in the Southwest region offering a PBC in Special Education Mild/Moderate for Secondary Education Grades 6-12; however, the University of Louisiana at Lafayette regularly offers coursework leading to this add-on certification in a hybrid format. The redesigned coursework, field experience expectations, and motivated faculty will ensure that this program is successful in producing teachers who can grow learners no matter the situation.

The PBC SPED M/MOD SEC program is an essential component of a complete educator certification program. It is critical in the current inclusive climate of public education programs. The expectations of educators is shifting as professionals are expected to collaborate and plan together, as well as work and teach collaboratively in the classroom.

Burton College of Education faculty work closely with P-12 schools in Southwest Louisiana and are positioned as the ideal first choice for current educators wishing to pursue additional certifications. The online platform expands the outreach for BCOE to change lives without geographical limitation and current educators can remain in their teaching positions while completing the program. Future students of these candidates can be assured supportive and knowledgeable teachers.
3. Students

Describe student interest. Project enrollment and productivity for the first 5 years; justify projections.

With the Every Student Succeeds Act (ESSA), expectations for educators were clearly established to fully prepare all students for success in college and careers. This program is devised to assist those certified secondary and/or multiple level teachers to gain the knowledge needed to not just conform to these expectations, but to design a curriculum and classroom environment that drives equitable success and opportunities for all students.

This program was previously offered at MSU but was terminated after the 2016-2017 academic year due to low enrollment and insufficient faculty available to teach the coursework. Previous enrollment and completer numbers are as follows:

<table>
<thead>
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<th>Academic Year</th>
<th>Summer</th>
<th>Fall</th>
<th>Spring</th>
<th>Completers</th>
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<td>0</td>
<td>2</td>
<td>0</td>
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<td>0</td>
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<td>1</td>
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With the recent hiring of two special education professors in the Burton College of Education, we are seeing a renewed interest in the field of special education. Students are learning about adaptive technologies and best practices and are inquiring about the handling of specific situations that have arisen during their observations and field experiences.

The program is 100% online and, therefore, will create a larger recruitment pool for the program. The program coursework sequence is designed for scaffolding of learning and plans to promote the program far and wide, through our newly designed web site, attending job fairs, partnering with schools and alumni, and promoting the accomplishments of our completers, are in the works, pending approval.

In the past three years, there have been approximately 82 completers from the baccalaureate K-12 and secondary programs. With the addition of the minor in SPED M/MOD SEC, which will lead to the PBC SPED M/MOD SEC, an increase in PBC completers is expected. The following estimate would be an average annual increase of 50% of students enrolled in the program for each academic year:

<table>
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<th>Academic Year</th>
<th>Projected New Enrollment</th>
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<tr>
<td>2024-2025</td>
<td>12</td>
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</table>

By including additional special education coursework in the initial certification programs, awareness is heightened. This program offers candidates the opportunity to expand their teaching position options and to be successful no matter the placement. It is understood that the program will need to be heavily advertised initially to recruit students, but we believe that the reputation of the completers of the program will be the best advertisement in the near future.

4. Accreditation

Describe plan for achieving program accreditation.

Educator preparation providers undergo a program review process when seeking accreditation from the Council for the Accreditation of Educator Preparation. This is the national accreditation body to which the Burton College of Education submits.

There are several processes within BCOE to prepare for the CAEP accreditation submission process, which occurs every seven years:

1. Each semester, faculty submit major assessment data from coursework administered. This data is analyzed for trends and leads to discussions with colleagues, discussions with district leaders, and implementation of plans for improvement.

2. Annual assessment reports are submitted to the Office of Institutional Research and Effectiveness Office with data submissions relevant to the goals and objectives of the program and linked to the SPA indicators. These plans include analyses of data and actionable plans for improvement.
3. This PBC in SPED M/MOD Gr 6-12 will be submitted for CAEP Evidence Review of Standard One three years prior to the CAEP accreditation visit. The evidence that will be collected and submitted will specifically address the abilities of candidates relevant to the learner and learning, specialty content and content pedagogy, instructional practice, and professional responsibilities. The evidence will be used to demonstrate plans for continuous improvement. This process will take the place of the SPA Program Review.

5. Faculty, Administration, & Other Resources
How will instructional needs be met: will additional faculty, facilities, equipment, or library resources be required? What department will deliver and oversee the proposed program?

Additional faculty will not be needed to cover the course loads since the courses in the proposed program are already offered for other program requirements. The current Department of Education Professions faculty members are able to teach all the necessary coursework. The program is 100% online, so no additional classrooms, facilities, or equipment will be required.

The Department of Education Professions is housed within the Burton College of Education. The PBC SPED M/MOD SEC program will be included as a program within this department. All courses in the program are taught by either full-time faculty or visiting lecturers within the Department of Education Professions.

6. Cost
Summarize additional costs to offer the program. On separate budget sheet, estimate costs and revenues for the projected program for the first four years, indicating need for additional appropriations (if any).

The program will not be of any cost to the University, and the hope is that the program will generate additional review with increased enrollment. The courses are currently being taught by faculty and will continue to be offered in a sequence suitable to the program progression.

Each candidate that comes into the PBC SPED M/MOD SEC program from an initial certification K-12 or secondary education program at MSU will need to enroll in approximately twelve additional hours of coursework (some hours may have been acquired during undergraduate program). If a candidate enrolls in two semesters of 6 credit hours each, then the approximate additional tuition and fees earned per student is $4,443.00. This is the most conservative estimate assuming that candidates will enroll in six hours per semester and not spread it out over the course of several semesters. Since adding students into the courses is of no additional cost, these funds are added to the profit margins for the Department of Education Professions and in turn the Burton College of Education.

Using the estimated enrollment numbers from above, the following is the potential revenue increase:

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<thead>
<tr>
<th>Academic Year</th>
<th>Number of Newly Enrolled Students</th>
<th>Total Estimated Cost per Student</th>
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<td>$133,290</td>
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CERTIFICATIONS:

Primary Administrator for Proposed Certificate

Provost/Chief Academic Officer

Management Board/System Office

Date

Date

Date
## Summary of Estimated Additional Costs/Income for Proposed Certificate

**Institution:** McNeese State University  
**Date:** May 20, 2020

Certificate Program, Unit: Post Baccalaureate Certificate in Special Education Mild/Moderate for Secondary Education Grades 6-12, Department of Education Professions

FTE = Full Time Equivalent (use the institution's standard definition and provide that definition).

### EXPENDITURES

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<td>FTE</td>
<td>Amount</td>
<td>FTE</td>
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<td>—</td>
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<td>—</td>
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</tr>
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<td><strong>SUB-TOTAL EXPENSES</strong></td>
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<td>—</td>
<td>N/A</td>
<td>—</td>
<td>N/A</td>
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### REVENUES

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This program uses existing facilities, equipment, and faculty and thus is revenue-positive.
Special Education Mild/Moderate for Secondary Education Grades 6-12

Total Hours Required for Certificate: 18

The Post-Baccalaureate Certificate program in Special Education Mild/Moderate for Secondary Education Grades 6-12 leads to add-on teacher certification.

Program Admission

No prerequisites are needed other than a teaching certificate.

Requirements

- EDTC 245 - Educational Technology Foundations (Lec. 3, Cr. 3)
- EDUC 336 - Assessment in Special and Inclusive Education (Lec. 3, Cr. 3)
- SPED 403 - Working with Families and Paraprofessionals in Programs for Exceptional Students (Lec. 3, Cr. 3)
- SPED 424 - Approaches to Managing Exceptional Children (Lec. 3, Cr. 3)
- SPED 444 - Methods and Materials for Secondary Special Education (Lec. 3, Cr. 3)
- SPED 445 - Pre-vocational, Vocational, and Transitional Services for Students with Disabilities (Lec. 3, Cr. 3)

Note

Students must earn a grade of C or better in all courses applied to the certificate.
EDTC 245 - Educational Technology Foundations

Overview of the practical application of educational technology in the P-12 setting. Students are prepared to select and implement appropriate technological tools to influence student interaction, content presentation and visualization, community building, and assessment. Content is based on national and international standards.

Prerequisite(s)/Corequisite(s): EDUC 110.

Cr. 3  
Lec. 3

EDUC 336 - Assessment in Special and Inclusive Education

Review of laws affecting assessment of children for special education, ethics/multicultural aspects of assessment, basic test theory, formal and informal measures of achievement, and response to teaching intervention (RTI). Administration of informal tests and development of teaching goals based on RTI.

Prerequisite(s)/Corequisite(s)  
Prerequisite(s): EDUC 200.

Cr. 3  
Lec. 3  
Field Experience: 15 hours

SPED 403 - Working with Families and Paraprofessionals in Programs for Exceptional Students

Developing skills to work effectively with families and community agencies. Training and supervision of paraprofessionals in special education.

Note(s)  
No duplicate credit for SPED 403 and SPED 518.

Prerequisite(s): EDUC 200 or EDUC 499.

Cr. 3  
Lec. 3  
Field Experience: 20 hours
SPED 424 - Approaches to Managing Exceptional Children

Methods and procedures in behavioral and humanistic intervention strategies including systematic behavioral assessment.

Note(s)
No duplicate credit for SPED 424 and SPED 573.

Prerequisite(s): EDUC 200, EDUC 299, or EDUC 499.

Cr. 3
Lec. 3
Field Experience: 20 hours

SPED 444 - Methods and Materials for Secondary Special Education

Curriculum theory and development for secondary special education programs. Various teaching methods utilized with secondary exceptional learners; techniques involved in identifying, adapting, and developing materials.

Note(s)
No duplicate credit for SPED 444 and SPED 442, SPED 443, SPED 503, or SPED 603.

Prerequisite(s): EDUC 200.

Cr. 3
Lec. 3
Field Experience: 20 hours

SPED 445 - Prevocational, Vocational, and Transitional Services for Students with Disabilities

Techniques for developing pre-vocational, vocational, and transitional skills for individuals with disabilities including organizational, administrative, and curricular aspects. Includes directed reading and research paper.

Note(s)
No duplicate credit for SPED 445 and SPED 545.

Cr. 3
Lec. 3
Field Experience: 10 hours
Item F.3. Southeastern Louisiana University’s request for approval of an Associate of General Studies.

EXECUTIVE SUMMARY

Southeastern Louisiana University (SLU) requests approval to offer an Associate of General Studies (AGS). The University offered a very successful AGS, but requested termination of that degree in April 2012 based on provisions of Act 741 of the Louisiana Legislature. The Legislation, also known as the GRAD Act (Granting Resources and Autonomy for Diplomas), encouraged universities to eliminate associate degree programs in preference to the programs being offered at two-year institutions. There were 53 students enrolled in SLU’s AGS program in 2012 and there were 35 degrees awarded in AY2013-14. While some institutions, including SLU, eliminated their AGS programs, multiple four-year universities continue to offer the AGS (LA Tech, MSU, NiSU, NSU, and ULM). Northshore Technical Community College (NTCC) does an excellent job serving Hammond and the surrounding areas as a two-year institution, offering a variety of certificates and associate degree programs, including an AGS. However, until NTCC achieves candidacy status in their pursuit of accreditation by SACSCOC, they are precluded from providing Title IV aid to certain categories of students, including former SLU students seeking to complete an AGS degree. After candidacy status is achieved, previous SLU students who have transferred to NTCC for the AGS would have to abide by SACSCOC residency requirements, which places an additional burden on the student. With hindsight and given current aspirations in Louisiana to increase educational attainment, the University would like to offer the proposed degree so that there is a viable and convenient AGS option to the region served by SLU.

By “re-establishing” the AGS at SLU at least three groups of students would benefit:

• Southeastern students who originally enrolled in a baccalaureate program who are unable to complete the four-year degree due to personal circumstances. These students strongly want to earn a degree before leaving school, and the AGS often provides a good vehicle for them to do so.

• Those who left the University, often years ago, without completing a degree now find themselves needing a degree in order to advance in the workplace. This includes students in the Compete LA program. The AGS is a perfect fit for re-engagement of working-age adults as a stepping stone to either a four-year degree or to make occupational advancement possible.
Current students who want to pursue the requirements for a pre-professional program such as Dental Hygiene, Radiology Technology or Cardiovascular Technology but who want to leave SLU with a degree before enrolling in such a program.

The AGS curriculum, composed of 60 credit hours, requires the general education core with the student selecting a focus area from four options (Arts & Humanities, Natural Sciences, Behavioral Sciences, and Applied Science). The AGS will offer a degree which is receptive to online learning to meet the needs of students unable to attend in-person. Depending on the area of focus, students will have the option of hybrid and online courses. The proposed AGS would complement the existing, and very productive, Bachelor of General Studies (BGS) that completes an average of 214 students annually. Since the proposed AGS is an addition to the existing BGS (same classrooms, faculty, laboratories, etc.) there would be no cost associated with implementation and sustainability. The proposed AGS will add to the strengths of SLU’s program offerings by providing an additional opportunity to meet the needs of students. The proposed program has been reviewed by UL System Chief Academic Officers and feedback provided was incorporated into the final proposal.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request to offer an Associate of General Studies.
June 4, 2020

Dr. James B. Henderson  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Re: Proposal for an Associate Degree in General Studies

Dear Dr. Henderson:

Southeastern Louisiana University requests that its proposal for an Associate Degree in General Studies be placed on the agenda for the June meeting of the University of Louisiana System Board of Supervisors.

Southeastern previously had a very successful Associate of General Studies degree program but requested termination of that degree in April 2012 based on provisions of Act 741 of the Louisiana Legislature (The La GRAD Act). Our academic departments and advisors continue to receive regular inquiries from students about the possibility of earning the AGS. A return of the degree would serve at least three groups of students.

• Southeastern students who originally enrolled in baccalaureate degree programs find they cannot complete the 4-year degree due to personal circumstances. These students strongly want to earn a degree before having to leave school, and the AGS often provides a good vehicle for them to do so.
• Students who left the University, often years ago, without completing a degree now find themselves needing a degree in order to advance in the workplace. This includes students in the COMPETE LA program.
• Current students who want to pursue the requirements for a pre-professional program such as Dental Hygiene, Radiology Technology or Cardiovascular Technology but who want to leave Southeastern with a degree before enrolling in such a program.

Although Southeastern followed the provisions of Act 741 and eliminated its AGS program, multiple four-year institutions continue to offer associate degree programs. In fact, the AGS degree is currently available at five Louisiana universities: McNeese, Northwestern, ULM, LA Tech and Nicholls. Southeastern requests the opportunity to provide our current and former students the same opportunity as other similarly situated students at many other Louisiana universities. The lack of a viable and convenient AGS option for Southeastern students puts these students and our region at an unnecessary disadvantage.

Your consideration of this request is appreciated.

Sincerely,

John L. Crain  
President

Attachment
Louisiana Board of Regents

AA 2.05: REQUEST FOR AUTHORITY TO OFFER A NEW DEGREE PROGRAM*

-- Including incremental credentials building up to the Degree --

* Prior to final action by the Board of Regents, no institution may initiate or publicize a new program. *

Date: June 1, 2020

Institution: Southeastern Louisiana University
Requested CIP, Designation, Subject/Title: Associate of General Studies 240102

Contact Person & Contact Info:
Dr. Tena L. Golding, Provost and Vice President for Academic Affairs
provost@southeastern.edu
SLU 10798
Hammond LA, 70402
Phone (985) 549-2316
Fax (985) 549-2304

Date BoR approved the Letter of Intent: Not required for Associate's degree
Date Governing Board approved this Proposal: 
Planned Semester/Term & Year to Begin Offering Program: Fall 2020
Program Delivery Site(s): Southeastern Louisiana University

1. Program Description

Describe the program concept: (a) purpose and objectives; and (b) list learning outcomes for the proposed program, i.e., what students are expected to know and be able to do upon completion of the program. Be as specific as possible.

Southeastern seeks to return the Associate of General Studies (AGS) degree to its General Studies Program. The major purpose of an AGS is as follows:

- To prepare students to enter a career requiring a broad background of knowledge and skills
- To provide a flexible curriculum to students with broad interests that is conducive to career development and successful job placement in an ever-changing global economy
- To assist students at the post-secondary level, in career planning, and in the transition into the workforce
- To make occupational advancement possible for students in the workforce without a legitimate academic credential
- To serve as a steppingstone for the baccalaureate degree
- To offer an option to those with new or changing career interests late in their academic careers

Southeastern previously had a very successful Associate of General Studies degree, but requested termination of that degree in April 2012 based on provisions of Act 741 of the Louisiana Legislature. The Legislation, also known as the GRAD Act (Granting Resources and Autonomy for Diplomas), encouraged universities to eliminate associate degree programs in preference to the programs being offered at two-year institutions. There were 53 students enrolled in Southeastern’s AGS program in 2012 and there were 35 degrees awarded in 2013-2014. While some institutions, including Southeastern, eliminated their AGS programs, multiple four-year institutions continue to offer associate degree programs. In fact, the AGS degree is currently available at five Louisiana universities: McNeese, Northwestern, ULM, LA Tech and Nicholls.

With hindsight and given current aspirations in Louisiana to increase educational attainment, it was a mistake for Southeastern to eliminate the program. Our academic departments and advisers continue to receive regular inquiries from students about the possibility of earning the AGS. Southeastern requests the opportunity to provide our current and former students the same opportunity as other similarly situated students at many other Louisiana universities. The lack of a viable and convenient AGS option for Southeastern students puts these students and our region at an unnecessary disadvantage.

Map out the proposed curriculum, including course credits and contact hours (if applicable). Identify any incremental credentials and/or concentrations within the degree. Indicate which courses will be new. Describe plan for developing and offering new courses as well as any special program requirements (e.g., internships, comprehensive exam, thesis, etc.).

The AGS curriculum provides flexibility for students to sample several different academic and occupational fields. The 60-hour program consists of the following requirements:
- English Composition 101 & 102 (6 hrs)
- Speech Communication (3 hrs)
- Mathematics/Analytical Reasoning (at least 3 hours in Mathematics) (6 hours)
- Natural Sciences (one Physical science and one Biological sciences) (6 hours)
- History Elective (3 hours)
- Arts (Music, Visual Arts, Dance, Theatre) (3 hours)
- Southeastern 101 (2 hours)
- Specialty Electives* (9 hours)
- Social/Behavioral Sciences (6 hours)
- Electives² (16-18 hours)

☐ Specialty chosen from ONE of the four focus groups:
  - GROUP 1 – Arts & Humanities: Communication, Dance, English, Foreign Language, History, Communication, Music, Philosophy, Theater and Visual Art
  - GROUP 2 - Natural Sciences: Botany, Chemistry, Earth Science, General Biology, Math, Microbiology, Physics and Zoology
  - GROUP 3 - Behavioral Sciences: Anthropology, Communication Sciences and Disorders, Criminal Justice, Education, Educational Psychology, Geography, Political Science, Psychology, Special Education and Sociology

☐ 5 hours in specialty concentration earned at Southeastern
☐ 17 hours earned at Southeastern
☐ Total number of semester hours 60

¹Southeastern 101 (SE 101) is offered online, as needed.
²SE 101 not required of students entering w/30 or more hours earned. Students who do not take SE 101 must take an additional 2 hours elective.

Identify any embedded Industry-Based Certifications (IBCs). Describe process for student to earn/receive the IBC.

N/A

Program Delivery (Courses): To what extent must a student come to the campus to complete this program, including orientation or any face-to-face meetings?

Program delivery (courses) will be in classroom, hybrid (classroom/online) and/or online.
The AGS will offer a degree which is receptive to online learning to meet the needs of students unable to attend in-person. Depending on the area of focus, students will have the option of hybrid and online courses.

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</thead>
<tbody>
<tr>
<td>Day courses offered</td>
<td>Evening courses offered</td>
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2. Need

How is this program essential for the wellbeing of the state, region, or academy (e.g., how is it relevant, how does it contribute to economic development or relate to current/evolving needs).

Employers in Southeastern’s service region have demonstrated a strong interest in the flexibility and broad skills provided by a general studies curriculum. At the 2018 university-wide career fair, 70% (112 of the 161) of the participating organizations had a direct interest in either hiring all majors, or specifically indicating an interest in hiring General Studies majors. General studies is a popular area and individuals with the AGS will be marketable. According to a 2018 report by the U.S. Bureau for Labor Statistics (BLS), those with an associate’s degree had an unemployment rate of almost three percent compared to about four percent for those with a high school diploma (www.bls.gov).

The AGS will fill a need in the following areas:
First, a certain number of Southeastern students who originally enrolled in baccalaureate degree programs find they cannot complete the 4-year degree due to personal circumstances. These students strongly want to earn a degree before having to leave school, and the AGS often provides a good vehicle for them to do so.

Second, students who left the University, often years ago, without completing a degree now find themselves needing a degree in order to advance in the workplace. Some of these students approach the university. Others can be identified and recruited back to complete their degree. This need has been identified by the COMPETE LA program which has been designed to re-engage the 653,000 Louisiana adults with some college credit but no degree. This accounts for about 1 in 5 adults in Louisiana. For Louisiana to be competitive in the economy of the future, a more educated workforce is needed. The AGS is a perfect fit for re-engagement of working-age adults as a stepping stone to either a four-year degree or to make occupational advancement possible.

Third, this degree fulfills a need for current students who want to pursue the requirements for a pre-professional program such as Dental Hygiene, Radiology Technology or Cardiovascular Technology and also have the desire to graduate with a degree before enrolling in such a program.

LOUISIANA WORKFORCE COMMISSION STAR LEVEL (http://www.laworks.net/Stars/)

☐ 5 Stars ☐ 4 Stars ☐ 3 Stars ☐ 2 Stars ☐ 1 Star

Describe how the program will further the mission of the institution.

The AGS will support the University's mission to lead the educational, economic and cultural development of southeast Louisiana by providing an opportunity for a variety of new, current and previous students to complete a degree.

Identify similar programs in the State and explain why the proposed one is needed: present an argument for a new or additional program of this type and how it will be distinct from existing offerings.

Northshore Technical Community College (NTCC) does an outstanding job serving our region as a two-year institution, offering a variety of certificate and associate degree programs, including an AGS degree. However, until NTCC achieves candidacy status in their pursuit of accreditation by SACSCOC, they are precluded from providing Title IV aid to certain categories of students, including former Southeastern students seeking to complete an AGS degree. It should also be noted that once they enter candidacy and have to abide by SACSCOC Principles of Accreditation, Southeastern students who have to transfer to NTCC for the AGS would need to complete at least 15 credit hours with NTCC due to the residency requirement of 9.4. (Institutional Credits for Undergraduate Degree). This would also be the case for any other SACSCOC accredited institution that the students had to transfer to for the degree, not just NTCC. This is clearly an additional burden for Southeastern students seeking the AGS.

The AGS degree is currently available at five Louisiana universities: McNeese, Northwestern, ULM, LA Tech and Nicholls, but there is not one offered at another university within 50 miles of Southeastern Louisiana University. While Southeastern's AGS degree will not be distinct from the existing offerings, current or returning Southeastern students who wish to pursue the AGS at Southeastern should be able to do so as other similarly situated students at many other Louisiana universities can do. The lack of a viable and convenient AGS option for Southeastern students puts these students and our region at an unnecessary disadvantage.

If approved, will the program result in the termination or phasing out of existing programs? Explain.

If approved, the program would not result in the termination or phasing out of an existing program because it would be an addition to current General Studies Program that consists of only the Bachelor of General Studies.

If a Graduate program, cite any pertinent studies or national/state trends indicating need for more graduates in the field. Address possibilities for cooperative programs or collaboration with other institution(s).

N/A

3. Students

Describe evidence of student interest. Project the source of students (e.g., from existing programs, or prospects of students being recruited specifically for this program who might not otherwise be attracted to the institution).

Students in Southeastern's service region have demonstrated a strong interest in the flexibility and broad skills provided by a general studies curriculum. Southeastern's General Studies undergraduate baccalaureate program had the highest number of graduates in 2018-2019. As previously indicated, there were 53 students enrolled in Southeastern's AGS program in 2012 before it was terminated. There were 35 degrees awarded in 2013-2014.
Our academic departments and advisors continue to receive regular inquiries from students about the possibility of earning the AGS. As described in the “Need” section above, most of these inquiries are from three groups of students.

- Southeastern students who originally enrolled in baccalaureate degree programs find that personal circumstances dictate they cannot complete the 4-year degree due to personal circumstances.
- Students who left the University, often years ago, without completing a degree now find themselves needing a degree in order to advance in the workplace. This includes students in the COMPETE LA program.
- Current students who want to pursue the requirements for a pre-professional program such as Dental Hygiene, Radiology Technology or Cardiovascular Technology but who want to leave Southeastern with a degree before enrolling in such a program.

While Southeastern wants individuals in the groups described above to earn a baccalaureate degree, the AGS degree is an effective first step, representing a legitimate academic credential and a steppingstone for the baccalaureate degree.

Project enrollment and productivity for the first 5 years, and explain/justify the projections.

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Projected enrollment is based on numbers when AGS was previously in effect. As student become aware of the program enrollment will increase.

List and describe resources that are available to support student success.

To support student success, the following resources are currently available:

- Campus Computer Labs
- Disability Services
- Office of Career Services
- Sims Memorial Library
- Southeastern Writing Center
- Textbook Rental
- Tutoring Center through the Center for Student Excellence
- University Counseling Center
- University Health Center

What preparation will be necessary for students to enter the program?

Admission to the university.

If a Graduate program, indicate & discuss sources of financial support for students in the program.

N/A

4. Faculty

List present faculty members who will be most directly involved in the proposed program: name, present rank; relevant degree; courses taught; other assignments.

- Rebecca Hite: MA. Director of the General Studies Program and Program Advisor for BGS & AGS
- Chris Bentley: MED, Eds, Instructor, Leadership Training 301 and Assistant to the AD: Lifeskills and Academic Liaison.
- Ellen Miller: MED, LPC, NCC, MCC. Instructor, Career Planning 104 & 304 and Academic Advisor.
- Erin Rode-Fiorello: MED, LPC. Instructor, Career Planning 104 & 304, Academic Advisor, Faculty Senator and Program Advisor for BGS & AGS.
- Brittany Speakman: MS, PLPC. Instructor, Career Planning 104 & 304, Academic Advisor and Undergraduate Coordinator
- Casey Morgan: MED. Instructor, Career Planning 104 and Academic Advisor

Project the number of new faculty members needed to initiate the program for each of the first five years. If it will be absorbed in whole or part by current faculty, explain how this will be done. Explain any special needs.

LA BoR – Program Proposal
The new program will be absorbed entirely by current faculty. New AGS students would be distributed evenly to faculty to advise as the students enter the degree program.

Describe involvement of faculty – present and projected – in research, extension, and other activities and the relationship of these activities to teaching load. For proposed new faculty, describe qualifications and/or strengths needed.

Faculty will continue to teach a full load of career planning and/or leadership training classes while maintaining the integrity of the course through on-going research, career development and obtaining knowledge that may benefit the course and/or students. They will achieve this through attendance of conferences, workshops, webinars and the other resources that are relevant. Advising loads will remain the same. New AGS students will be assigned a faculty advisor on a rotating basis to keep an equal distribution of advisees to the faculty advisors. Faculty members will continue additional duties as assigned by the Director of General Studies.

5. Library and Other Special Resources
To initiate the program and maintain the program in the first five years what library holdings or resources will be necessary? How do journal, database, monograph, datasets, and other audiovisual materials compare to peer institutions’ holdings with similar/related programs?

- There are no additional library holdings needed for the initiation of this program.

What additional resources will be needed?

- Additional resources can also be obtained through interlibrary loan, if needed.

Are there any open educational resources (OER), including open textbooks, available to use as required course materials for this program? If so, which courses could these materials support, and what is the anticipated savings to students?

N/A

6. Facilities and Equipment
Describe existing facilities (classrooms, labs, offices, etc.) available for the program and their present utilization.

- Because the AGS is an addition to the existing General Studies Program, the same classrooms, laboratories, office and equipment will be used for the AGS degree program.

Describe the need for new facilities (e.g., special buildings, labs, remodeling, construction, equipment), and estimate the cost, proposed sources of funding, and estimated availability for program delivery.

N/A

7. Administration
In what administrative entity (department/school/college) will the proposed program be housed? How will the new program affect the present administrative structure of the institution?

- The Associate of General Studies will be housed in the existing General Studies Program within the College of Arts, Humanities and Social Sciences. There will be no change to the administrative structure of the University.

Describe departmental strengths and/or weaknesses and how the proposed program will affect them.

- The existing General Studies program is known for its student-centered philosophy and service to students. Faculty in the department have many years of experience that enhance the knowledge of the program. Faculty take a caring and personal interest in students, striving to provide a positive learning experience. All faculty take part in curriculum decisions, departmental projects and events, creating a pleasant and collegial environment. The AGS program will add to the strengths of the department by providing an additional opportunity to meet the needs of our students.

8. Accreditation
Describe plan for achieving program accreditation, including: name of accrediting agency, basic requirements for accreditation, how the criteria will be achieved, and projected accreditation date.

- There is no program accreditation for the AGS in General Studies.

Southeastern Louisiana University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC) to award degrees at the Associate, Baccalaureate, Master’s and Doctoral levels. The University was last reviewed in 2015 and the SACSCOC Board of Trustees voted to reaffirm the university’s accreditation for another 10 years with no stipulations.

If a graduate program, describe the use of consultants in developing the proposal, and include a copy of the consultant’s report as an appendix.

N/A

9. Related Fields

LA BoR – Program Proposal
Indicate subject matter fields at the institution which are related to, or will support, the proposed program; describe the relationship.

Courses are taught by all departments on campus (just as with the Bachelor of General Studies degree). The General Studies Program has strong relationships with all academic departments.

10. Cost & Revenue
Summarize additional costs to offer the program, e.g., additional funds for research needed to support the program; additional faculty, administrative support, and/or travel; student support. How will the program affect the allocation of departmental funds?

No additional costs with the addition of this program as it will be housed within the current General Studies Program budget.

*On the separate budget form, estimate new costs and revenues for the projected program for the first four years, indicating need for additional appropriations or investment by the institution.

Outside of revenue from tuition & fees, explain and justify any additional anticipated sources of funds, e.g., grants (in hand, promised, or in competition), institutional funds, etc.

N/A

CERTIFICATIONS:

[Signatures]

Primary Administrator for Proposed Program

Provost/Chief Academic Officer

Management Board/System Office

[Dates]
SUMMARY OF ESTIMATED ADDITIONAL COSTS/INCOME FOR PROPOSED PROGRAM

Institution: Southeastern Louisiana University  
Degree Program, Unit: Associate of General Studies  
Date: June 1, 2020

FTE = Full Time Equivalent (use the institution's standard definition and provide that definition).

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<tr>
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<td>*Federal Grants/Contracts</td>
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<td>*State Grants/Contracts</td>
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<td>*Private Grants/Contracts</td>
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* Describe/explain expected sources of funds in proposal text.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

June 25, 2020

Item F.4. University of New Orleans’ request for approval of a Ph.D. in Justice Studies.

EXECUTIVE SUMMARY

The University of New Orleans (UNO) requests approval to offer a Ph.D. in Justice Studies. A Letter of Intent was approved by the Board of Supervisors for the University of Louisiana System in June 2018 with subsequent approval granted by the Board of Regents in August 2019. In accordance with Regents’ Academic Affairs Policy 2.05, the graduate-level program proposal was reviewed by an external consultant. Dr. Pat Lauderdale, Professor of Justice and former Director of the university-wide Ph.D./J.D. in Justice Studies, Law and the Social Sciences, School of Social Transformation, Arizona State University, conducted the review. Many thoughtful suggestions to strengthen the proposed program were provided by Dr. Lauderdale. He noted that the proposed Ph.D. will profit significantly from the location of UNO and endorsed the graduate program.

Justice Studies is an interdisciplinary area of inquiry that brings together insights from the diverse academic disciplines within the social sciences and humanities to explore issues of justice. Today’s social, political, and economic contradictions of American and global civilizations are immense. According to a JustSouth Index report (2017), these challenges tend to be exacerbated in states and communities in the Gulf South region, with Louisiana ranked last in the nation on an index measuring social justice. The report’s recommendations called for strong leadership and strategic action among policymakers, advocates, philanthropists, community leaders, and other stakeholders in the region to better understand the specific issues of justice that are most problematic.

With UNO’s mission as an urban research university, it is well-equipped to develop and train such leaders to address issues of social, political, and economic justice. Presently, there are a large number of programs in Criminal Justice in the State, but no Justice Studies degree programs. While the two programs are interrelated, Justice Studies goes well-beyond the study of crime, law, and the criminal justice system. Its focus is within a more expansive economic, political, and social context, including issues of economic inequality, institutional racism, classism, sexism, corporate and state power; environmental; war and state violence; environmental harm; consumerism and commodification; corporate media influence; and struggles over space, place, and territory. The intended Justice Studies program will equip students with a comprehensive knowledge of the world's justice systems and provide them the advanced-level knowledge and skills to create meaningful, real-world change. Specifically, the intended program’s objectives include:

1. Creating an academic environment that will foster greater knowledge of and solutions for issues of injustice and inequality – social, criminal, educational, or environmental;
2. Providing the UNO faculty and students additional opportunities to build and increase relationships with the Greater New Orleans Community and the Gulf South area; and
3. Developing the knowledge and skills of faculty and students in areas and projects that will improve the region’s socio-cultural, educational, and environmental conditions; and
4. Allowing qualified individuals to advance their education in order to find meaningful employment in a variety of fields where justice issues are prominent.

To meet the aforementioned objectives, the intended program will require 45 credit hours of non-research coursework (to include 12 hours of foundation courses), a written comprehensive exam, a prospectus, and an approved dissertation. An individualized program of study will be developed for each student in consultation with the student’s committee and major professor. The four research areas from which a student will select include Social Justice (racism, inequities, gender, class, housing, or other related areas), Criminal Justice (reform, policing and policy, recidivism, or other related issues), Educational Justice (access, disability services, policy, systems), and Environmental Justice (e.g., Gulf South challenges, sustainability, food security). A master’s option of 30 credit hours will be available to students who exit the Ph.D. program prior to completion.

Because of the interdisciplinary nature of the program, the Ph.D. in Justice Studies would attract students from a variety of academic backgrounds, including sociology, anthropology, history, economics, music, creative writing, political science, etc. A recent survey of graduate students currently enrolled in related M.A. programs at UNO found that of the 92 respondents, 67 students (73%) expressed interest in a Ph.D. in Justice Studies program. The University anticipates that 5 to 10 students will enroll initially per year, increasing to 24-29 students by Y5. The proposed Ph.D. will contribute to workforce development by equipping graduates with the knowledge and skills to be educators and progressive leaders and managers. As the only degree of its kind in Louisiana and similar to only a few programs nationally, the doctorate in Justice Studies will bring more adult students to Louisiana. These students not only will be productive economic consumers of goods and education during their time at UNO, but many will remain after graduation, improving the area’s leadership and skilled workforces.

The University of New Orleans has many of the resources currently in place to implement this program. Since the intended program would draw from existing departments, no new faculty would be needed during the first five years of implementation. Cost associated with program delivery includes a director to administer the program and foster its growth; a modest marketing budget; and graduate assistants. The projected cost of the Justice Studies program starts at $51K for YR1 and grows to $126K by YR4, primarily to cover graduate assistants. It is anticipated that revenue generated from tuition and fees will exceed the costs of the program. The University is uniquely positioned to offer the intended innovative interdisciplinary program at the graduate level because of its location in New Orleans where the region’s history of social justice issues and student/faculty engagement in the community will provide research opportunities and perspective on urban social justice issues. Faculty in the College of Liberal Arts, Education, and Human Development have demonstrated commitment to the program and share a strong collaborative culture that will help ensure success for the program’s unique focus as it evolves.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of a Ph.D. in Justice Studies.
June 8, 2020

Dr. Jim Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Re: PhD in Justice Studies

Dear Dr. Henderson,

I am requesting approval to offer a new degree program, Doctorate in Justice Studies (with an optional MA degree as part of, or in lieu of PhD in Justice Studies). The purpose of the doctorate in Justice Studies is to offer a research graduate degree to individuals interested in the interdisciplinary study of some aspect of Justice Studies, such as social, criminal, educational and environmental transformation.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President
Louisiana Board of Regents
AA 2.05: REQUEST FOR AUTHORITY TO OFFER A NEW DEGREE PROGRAM*
-- Including incremental credentials building up to the Degree --
* Prior to final action by the Board of Regents, no institution may initiate or publicize a new program. *

Institution: The University of New Orleans
Requested CIP, Designation, Subject/Title:
440501 Public Policy Analysis/Justice Studies
Doctor of Philosophy- Traditional Instruction
PhD in Justice Studies (with an optional MA degree as part of, or in lieu of, PhD in Justice Studies)

Contact Person & Contact Info:
Mahyar A. Amouzegar, Provost and Senior Vice President
Office of Academic Affairs
2000 Lakeshore Drive
New Orleans, LA 70148
mahyar@uno.edu

Kim Martin Long, Dean of the College of Liberal Arts, Education and Human Development
Bicentennial Education Building, Room 242
2000 Lakeshore Drive
New Orleans, LA 70148

Date BoR approved the Letter of Intent: August 2019
Date Governing Board approved this Proposal:
Planned Semester/Term & Year to Begin Offering Program: Fall 2020
Program Delivery Site (s): University of New Orleans, Lakefront Campus

1. Program Description
Describe the program concept: (a) purpose and objectives; and (b) list learning outcomes for the proposed program, i.e., what students are expected to know and be able to do upon completion of the program. Be as specific as possible.

The purpose of the doctorate in Justice Studies is to offer a research graduate degree to individuals interested in the interdisciplinary study of some aspect of Justice Studies, such as social, criminal, educational and environmental transformation. The University of New Orleans is particularly suited to offer such a program as we are intricately tied to our diverse city where issues related to (in)justice abound. We work and live in a laboratory where one can view inequities and problems that beg for solutions.

This program is unique to the area and, to a lesser degree, to the country. See Appendix A for an overview of other such programs in existence.

What we propose is a PhD with a Master’s option for those students who decide either to stop short of the PhD or who come in only intending to seek the master’s degree. Primarily a research degree, the program provides a required core in theory and research, flexibility in graduate coursework related to the student’s interest, and a dissertation.
The candidates drawn to this degree are likely to come from community leaders who want to understand thoroughly the problems they work every day to solve, from our own students in programs in the social sciences without a PhD, and from potential traditional graduate students who are passionate about solving society’s most challenging problems related to justice and equality.

Specific objectives include:
1. Creating an academic setting that will foster greater knowledge of and solutions for issues of injustice or inequality—social, criminal, educational, or environmental;
2. Providing the University of New Orleans faculty and students additional opportunities to develop relationships and significant partnerships within the greater New Orleans community and the Gulf South area;
3. Developing the knowledge and skills of faculty and students in areas and projects that will improve the region’s socio-cultural, educational, and environmental conditions; and
4. Allowing qualified individuals to advance their education in order to find meaningful employment in a variety of fields where justice issues are prominent.

Student Outcomes

Upon completing the PhD in Justice Studies (or the master’s option, to a lesser degree for #3), students will be able to:
1. Demonstrate an understanding of the theoretical frameworks around concepts of justice and, conversely, injustice;
2. Demonstrate competence in methods of research, whether qualitative or quantitative;
3. Demonstrate deep understanding of a particular area of justice; and
4. Complete original research on a relevant topic.

Note: The degree is not a law degree but could be a degree sought by those in the law fields or those who want to attend law school subsequently.

Map out the proposed curriculum, including course credits and contact hours (if applicable). Identify any incremental credentials and/or concentrations within the degree. Indicate which courses will be new. Describe plan for developing and offering new courses as well as any special program requirements (e.g., internships, comprehensive exam, thesis, etc.).

The doctoral program in Justice Studies will require a minimum of 57 semester credit hours beyond the baccalaureate degree, with 45 credit hours of course work, a written comprehensive exam, a prospectus, and a dissertation of 12 credits, with an oral defense, as follows:

- Twelve (12) credit hours of foundation courses with a grade of "B" (scale is 4.00 = "A") or higher.
  Foundation Seminars are:
  - JUS 6xxx: Theories of Justice (3)
  - JUS 6xxx: Justice and Law (3)
  - JUS 6xxx: Seminar on Qualitative Research (3) [new, or cross-listed]
  - JUS 6xxx: Seminar on Quantitative Research (3) [new, or cross-listed]
- Thirty-three (33) credit hours of relevant graduate courses, as approved by student’s faculty advisor, in one or more of four research areas:
  - Social Justice (racism, inequities, gender, class, housing, or other relevant areas)
  - Criminal Justice (reform, policing and policy, recidivism, or other issues related)
• Educational Justice (access, disability studies, policy, systems)
• Environmental Justice (Gulf South challenges, sustainability, food security)

Note: Students entering the doctoral program with a master’s degree or JD in an associated field (e.g., sociology, political science, history, etc.) may have the course requirements modified with the approval of the Program Director, the Dean of COLAEHD, and the Director of Graduate School;

• Twelve (12) credit hours of supervised dissertation research.

Master’s Option
A master’s option of 30 credits will be available to students who wish to exit the PhD and exit early. Should a student begin the master’s and then decide later to pursue the PhD, s/he will need approval of the Faculty Advisory Committee, the Dean of COLAEHD, and the Director of the Graduate School.

The curriculum for the master’s option will include:

• Twelve (12) credit hours of foundation courses with a grade of "B" (scale is 4.00 = "A") or higher.
  Foundation Seminars are:
  • JUS 6xxx: Theories of Justice (3) [new course]
  • JUS 6xxx: Justice and Law [new course]
  • JUS 6xxx: Seminar on Qualitative Research (3) [new, or cross-listed e]
  • JUS 6xxx: Seminar on Quantitative Research (3) [new, or cross-listed]

• Fifteen (15) credit hours of relevant graduate courses, from at least two different disciplines, as approved by the Advisor, in one or more of four research areas:
  • Social Justice (racism, inequities, gender, class, housing, or other relevant areas)
  • Criminal Justice (reform, policing and policy, recidivism, or other issues related)
  • Educational Justice (access, disability studies, policy, systems)
  • Environmental Justice (e.g., Gulf South challenges, sustainability, food security)

• Six (6) hours of thesis, comprehensive exam or appropriate supervised research project.

Note: Exceptions or substitutions are possible with the approval of the student’s advisor and the Director of the program.

Identify any embedded Industry-Based Certifications (IBCs). Describe process for student to earn/receive the IBC.

None

Program Delivery (Courses): To what extent must a student come to the campus to complete this program, including orientation or any face-to-face meetings?

☐ On-site (>50% delivered face-to-face) ☐ Hybrid (51%-99% online) ☐ Online (100% online)
2. Need

How is this program essential for the wellbeing of the state, region, or academy (e.g., how is it relevant, how does it contribute to economic development or relate to current/evolving needs).

Part of UNO’s mission as an urban research university is to serve our city, our state, the region, and the world. In the United States, levels of justice vary greatly among regions and states. Historically, policy and programmatic decisions have perpetuated inequity, leaving the underprivileged without the ability to meet their basic human needs. “Striving for a socially just society requires critical analyses of the structures of our society to determine if they propagate inequity or enhance justice,” according to Ali R. Bustamante in the *Just South Index*. The utility of this new doctoral degree (with a master's option) speaks to the honest realities of social and cultural disrepair that our state, nation, and world currently finds itself. Latest information from the Just South Index 2017 shows that Louisiana ranked 51st out of all 50 states and Washington D.C. in social justice issues.

With the designation of being number one in social inequity in the country, we have the 2nd lowest average income among low-income households; 2nd largest white-minority wage gap; 6th largest white-minority unemployment gap; and 8th most segregated schools. That said, we have no Justice or Social Justice programs currently offered at any tertiary institution in this state.

New Orleans has been in the forefront of justice issues in the United States. Although, unfortunately, the city's effort for racial equality led to the landmark Supreme Court decision on Plessy vs. Ferguson, which upheld the constitutionality of racial segregation, it was also an impetus for greater efforts to turn the tide starting with Brown vs. Board of Education. The University of New Orleans has been home for social justice, starting with the work A. P. Tureaud in his quest to make sure UNO opened its door to all New Orleans citizens. As the only public, urban research university in the city, we have a critical obligation to catalyze change in our communities through education provided by a graduate program such as the doctorate in Justice Studies. (See *Appendix A* for a review of other programs.)

At the first glance, one may ask why a PhD in Justice when UNO’s Sociology and Political Science programs are relatively small, but the relatively small sizes of these programs is partly due to a lack of doctoral programs in general fields of sociology and humanities. LSU and LA Tech are the only institutions that are not directly involved with criminal justice/criminology studies. That is, every other institution in Louisiana has some type of criminal justice program. Presently, at UNO, criminal justice is somewhat hidden in our only PhD program in the liberal arts, the Planning and Urban Studies PhD. The concentration in Criminal Justice in this proposed program will focus more on research than application; however, students may target their research on more applied interests.

The proposed Justice program will likely draw students from across many disciplines, not just in the social sciences. Although UNO has a PhD in Educational Leadership, this degree will focus on issues related to justice in the educational justice track. We believe this degree will complement our existing programs and serve different student populations.

In the past year, president Nicklow and Provost Amouzegar have spoken to the Chief of Police of NOLA, Urban League, GNOInc, RAND Gulf Policy, the new mayor’s office, and others institutions, and they all thought it is about time for city of New Orleans to have such program. For the University of New Orleans to remain a viable R2 institution, as we grow our numbers, we must grow our PhD programs and contribute more fully to the research that makes a difference in people’s lives.
The PhD in Justice is a forward-looking program that will set this university apart in the city's crowded market. We only need 10 students per year to have “profitable” program, and we believe that this is achievable. The leadership of this campus will do everything in its power to make sure this endeavor will be successful. This program could be a legacy not only for UNO but for ULS as well.

**LOUISIANA WORKFORCE COMMISSION STAR LEVEL** ([http://www.laworks.net/Stars/](http://www.laworks.net/Stars/))

- [ ] 5 Stars
- [x] 4 Stars
- [ ] 3 Stars
- [ ] 2 Stars
- [ ] 1 Star

Describe how the program will further the mission of the institution.

The doctorate in Justice Studies contributes to the University of New Orleans’ mission as an urban research university. As an interdisciplinary degree, Justice brings together existing faculty and resources into a graduate program that will:

1. Connect faculty from various disciplines, thereby creating an important space for interprofessional research;
2. Educate and prepare students for success in a global human-focused environment;
3. Contribute to the research in significant issues that affect our community.

This program represents an important component of UNO’s commitment to relevant research and instruction. It is the heart of what we do, working to make the world a better place.

The doctorate in Justice Studies will contribute to workforce development by equipping graduates with the knowledge and skills to be educators and progressive leaders and managers. Justice majors have pursued careers in legislative advocacy, politics, government service, human services, human rights and peace organizations, education, community organization, law enforcement and law. As the only degree of its kind in Louisiana and similar to only a few programs nationally, the doctorate in Justice will bring more adult students to Louisiana, who not only will be productive economic consumers of goods and education during their time at UNO, but many of whom will remain after graduation, improving the area’s leadership and skilled workforce.

This degree represents a real opportunity to enhance the educational attainment of the state’s adult population. There is no Justice doctoral program in the State of Louisiana. While colleges and universities in Louisiana offer a large number of programs in “Criminal Justice,” as of yet there is no graduate program devoted to a major in the study of Justice as an interdisciplinary field.

Identify similar programs in the State and explain why the proposed one is needed: present an argument for a new or additional program of this type and how it will be distinct from existing offerings.

**See Appendix A.**

If approved, will the program result in the termination or phasing out of existing programs? Explain.

No, this is an interdisciplinary program that will strengthen existing programs that provide coursework and faculty.

If a Graduate program, cite any pertinent studies or national/state trends indicating need for more graduates in the field. Address possibilities for cooperative programs or collaboration with other institution(s).

Numerous scholarly articles have articulated the need for graduates with a justice frame of mind, whether social justice or criminal justice. Environmental justice and educational justice are also...
garnering attention as areas needing expertise. Non-profits, in particular need professionals in the area of justice in order to secure grants and external funding, to serve as PI’s. Without proper credentials, these grants cannot be secured. Lobbyists and advocates in many areas are needed, people who possess strong background in the area of justice.

Ohio State university, for instance, conducted a study for graduates in social justice and found the need in the non-profit and government sectors, NGOs, international organizations, think tanks, religious institutions, law firms and school.

The need for expertise in advanced study in criminal justice is also well documented. In New Orleans, in particular, where more people are incarcerated per capita than anywhere else, graduates who understand the root causes of criminality can find careers in any number of places.

A national trend to intensify the discussions around climate change to include environmental justice makes this concentration in the PhD in Justice Studies particularly attractive. The University of Michigan proposes that environmental justice can apply to careers in community revitalization, conflict mediation around environmental issues, open space, pollution mitigation, public policy, renewable resources, environmental governance, food security.

The Learning Policy Institute’s webpage cites scholarly articles that articulate the need for scholars to work in the areas of educational justice, equity, disabilities, access, and the achievement gap.

We will be looking to collaborate with others who are interested in similar issues and projects across the city and beyond.

3. Students
Describe evidence of student interest. Project the source of students (e.g., from existing programs, or prospects of students being recruited specifically for this program who might not otherwise be attracted to the institution).

The Justice doctoral program would attract students from many of the departments within the College of Liberal Arts, Education, and Human Development, or even from outside the College. A recent canvas of the students in other MA programs in the college have been surveyed with the following results:

<table>
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<th>Masters students responding</th>
<th>Students expressing interest in a Justice PhD</th>
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<td>8</td>
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<tr>
<td>Creative Writing</td>
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<td>Romance Languages</td>
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<td>8</td>
<td>6</td>
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<tr>
<td>Sociology</td>
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<tr>
<td>Totals</td>
<td>285</td>
<td>92</td>
<td>67</td>
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</table>
The city of New Orleans also has a considerable number of “non-traditional” students who would constitute an additional pool of applicants. In fact, current leaders of our community have expressed unsolicited interest in UNO developing this graduate program of study, and this proposal comes partly as a result of their request. While initial enrollment would draw heavily on these internal sources, there is also a large and growing local and national interest in inter-professional graduate programs in Justice.

New Orleans is ideally situated to attract a large number of these students, given its significant history and social inequities creating a laboratory for this major, as well as the general attractiveness of the metropolitan area. Thus, as the Justice program at the University of New Orleans becomes established and gains a national reputation, it will attract students from a broader local, national, and international base.

Project enrollment and productivity for the first 5 years, and explain/justify the projections.

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<td>10-15</td>
<td>5-6</td>
<td>1-3</td>
<td>24-29</td>
</tr>
</tbody>
</table>

These are conservative estimates based in part on surveys of graduate students currently enrolled in participating departments.

List and describe resources that are available to support student success.

We have adequate faculty in various departments that will work individually with students on their research and their career goals to ensure success. Faculty help students identify relevant internships, employment opportunities, and other supports as needed.

The Program Director and Faculty Advisory Committee in particular will provide interdisciplinary advising to enrolled graduate students and serve as chairpersons and members of thesis and dissertation committees. The Program Director will serve as a first point of contact for students and attempt to mediate and address their concerns and conflicts.

Students will be represented on the Advisory Committee through election by their peers and have a voice in all program-related decisions. Students will also be guided in forming a student and alumni association within the program to identify and advocate for student interests. Given the interdisciplinary nature, it is important for students to have a sense of community and centralized hub for information and support.

What preparation will be necessary for students to enter the program?

Applicants must fulfill the requirements of both the Graduate School and the College of Liberal Arts, Education and Human Development. Applicants are eligible to apply to the program if they have earned a bachelor's or master's degree, in any field, from a regionally accredited institution.
Applicants must have a minimum of a 3.30 cumulative GPA (scale is 4.00 = "A") in the last 60 hours of a student's first bachelor's degree program, or a minimum of a 3.5 cumulative GPA (scale is 4.00 = "A") in an applicable master's degree program. The Graduate Record Exam (GRE) is not required.

All applicants must submit:

1. graduate admission application and application fee
2. official transcripts
3. personal statement (see below)
4. three professional letters of recommendation (academic references are preferred)

An applicant whose native language is not English (regardless of current residency) must provide proof of English proficiency.

The personal statement should be not more than three (3) pages, 12-font, double-spaced, outlining areas of interest, educational and career goals. It should discuss the research that best represents the applicant’s academic thinking and demonstrate strong writing skills.

Applicants should express a passion for addressing issues of (in)justice, relevant academic and professional experiences, and specific areas they might focus their studies. They should also demonstrate aptitude for conducting rigorous quantitative and/or qualitative research.

If a Graduate program, indicate & discuss sources of financial support for students in the program.

PhD students may be supported by initiatives offered by the Office of Research and Sponsored Programs and the Graduate School. Some departments have support for PhD’s as well, and some students getting the master’s degree may apply for Graduate Assistantships. We also have some graduate scholarships available.

4. Faculty
List present faculty members who will be most directly involved in the proposed program: name, present rank; relevant degree; courses taught; other assignments.

Dr. Francis Adeola, Professor, Anthropology and Sociology

Dr. Adeola would also work with Social and Environmental Justice and is particularly interested in human rights. His PhD in Sociology, from Mississippi State University, focused on environmental injustice, and his publications include work in Katrina-linked environmental injustice and racism, organic pollutants, and hazardous waste. His work also includes poverty and inequality, natural and technological disasters, comparative development studies, environmental and health, and the sociology of risks. He teaches in these areas well as in research methods, environmental analysis, and demography and population issues.

Dr. Fallon Aidoo, Assistant Professor, Planning and Urban Studies

With a PhD from Harvard University, with a concentration in Risk and Resilience Studies, this endowed professor’s research centers around social and environmental justice. She teaches theories and practices of “just cities” and researches various environmental and social hazards to cultural heritage preservation from flooding and dire, gentrification and governmental disinvestment. Her forthcoming article in an urban journal is titled “Climate Justice: The Role of the Built Environment.” She is exploring the effects of climate change on the wealth gap between black and white property owners.
Dr. David Beriss, Professor, Anthropology and Sociology

Dr. Beriss’s primary research lies in food studies, including food insecurity, especially as it intersects with race, gender, and class. A forthcoming publication of his involves the question of why local food has become a core concept for understanding food systems, globalization, and challenging the systems of injustice and inequality. Recently the chair of the department, Dr. Beriss’s history of administering programs should be a strong asset on the advisory committee. With a PhD in Anthropology and French Studies from NYU, Dr. Beriss is currently also working on food and the media, and he is the current president of the Society for the Anthropology of Food and Nutrition.

Dr. Christopher Broadhurst, Associate Professor, School of Education (Educational Leadership)

Dr. Broadhurst’s PhD is in educational research and policy analysis, with a concentration in higher education. His teaching focuses on organizational cultures, climates, and change in higher education, specifically regarding fostering social justice on campuses. His research has involved activism and policy change, inclusivism and advocacy.

Dr. D’Lane Compton, Professor, Anthropology and Sociology

Dr. Compton’s work in social justice issues is extensive. Her PhD from Texas A&M provided her with some rich experiences that will contribute significantly to this degree. Her network of contacts is wide, and she is highly respected in the field. She began in engineering, and she has wide experience with law enforcement professionals. Her work in race, gender, and class will provide students with a solid faculty resource in their research. She has four book publications on topics related to gender and identity, as well as many, many articles and conference presentations. She will be one of the key faculty members participating in the program and will likely be the director in another few years after rolling off as department chair.

Dr. Monica Tweets Farris, Assistant Professor, Planning and Urban Studies

As the Director of CHART (Center for Hazards Assessment, Response, and Technology), Dr. Farris is an expert on the broad topic of environmental justice. Her PhD is in Political Science, with a public policy/administration focus. Her current applied research includes the examination of local repetitive flood loss data to assist communities in the identification of appropriate mitigation strategies, hazards mitigation and adaptation planning. She is a Certified Floodplain Manager, as recognized by the Association of State Floodplain Managers.

Dr. Rhiannon Goad, Assistant Professor, English and Foreign Languages

Dr. Goad has a PhD in English but an MPA in Public Affairs and an MA in gender studies from the University of Texas at Austin. Her research focuses on the intersection of gender, race, class, and social justice, specifically how narratives of American history serve to exclude historically marginalized groups from the democratic process. She previously worked with the Rapport Center on Human Rights and AmeriCorps.
Dr. Elizabeth Jeffers, Assistant Professor, School of Education (Educational Leadership)

Dr. Jeffers holds a PhD in educational policy studies from Georgia State University. Her work primarily concerns educational justice, qualitative research methodologies, school closures and urban displacement, and community-based public schools.

Dr. Edward R. Johnson, Professor (Emeritus), History and Philosophy

Although a retired faculty member, Dr. Johnson continues to teach occasionally, and his work on several of the concentrations in this degree could contribute significantly to student research or the teaching of courses. He has over 100 published articles in the various areas.

Dr. Mark Kruss, Instructor, History and Philosophy

Dr. Kruss has a PhD from LSU and a JD. His interests rest in criminal justice reform and, as an adjunct faculty member, would contribute courses as needed or work with students on research.

Dr. Marc Landry II, Assistant Professor, History and Philosophy

Dr. Landry received a PhD from Georgetown University, and his research focused on environmental history, specifically the history of energy, water, and mountains. He could serve as a strong resource for coursework or research.

Dr. Anna Mecugni, Assistant Professor of Fine Arts, School of the Arts

Dr. Mecugni, an assistant professor in art history, works in issues of social justice. She is curating an exhibit of the work of Dread Scott, who is also organizing a re-enactment of the slave revolt of 1811. She will be presenting this work at the College Art Association annual conference in spring 2020. She is interested in work with students who want to explore social justice from a variety of viewpoints.

Dr. James P. Messina, Assistant Professor of Research, History and Philosophy

Dr. Messina’s PhD in philosophy focused on political philosophy, with an emphasis on historical theories of political freedom, political legitimacy and theories of justice. Messina has published on issues of property, distributive justice, and moral motivation under commercial institutions. As a professor, he has designed and taught a class called Justice, which introduced students to the major philosophical theories of justice. Messina has a joint appointment in UNO’s Urban Entrepreneurship and Policy Institute.

Dr. Jacob Monaghan, Assistant Professor of Research, History and Philosophy

Dr. Monaghan’s research focuses primarily on issues of justice pertaining to police work. He wrote a dissertation on issues of justice and consent, and he has general interests in medical ethics, and environmental ethics. Dr. Monaghan is working with UNO administrators and public officials to explore
creating a prison diversion program. Monaghan has a joint appointment in UNO’s Urban Entrepreneurship and Policy Institute.

Dr. Steven Mumford, Assistant Professor, Political Science

Dr. Mumford’s PhD in public policy and administration focused on public and nonprofit program evaluation. His publications focus around ethical evaluation, organizational learning, and methodology. He has extensive experience in research and consulting with organizations like the Greater New Orleans Foundation (GNOF). He leads the Nonprofit Leadership specialization within UNO’s accredited and nationally ranked Master of Public Administration (MPA) program.

Dr. Mumford will serve as the founding director of the PhD in Justice Studies.

Dr. Gregory Price, Professor, Economics

With a PhD in Economics from the University of Wisconsin, Milwaukee, Dr. Price’s research is multi-faceted, focusing primarily on issues of racial justice in entrepreneurship and criminal justice, and the place and importance of Historically Black Colleges and Universities. His research and teaching would be well-suited to advising students within the Justice PhD. Dr. Price has a joint appointment in UNO’s Urban Entrepreneurship and Policy Institute.

Dr. Danny Shahar, Assistant Professor of Research, History and Philosophy

Dr. Shahar received a PhD in philosophy from the University of Arizona. He works primarily in environmental ethics and public policy. His work explores how persons who disagree fundamentally about the good life can work together to confront the kinds of moral and political challenges presented by climate change and other environmental changes. Dr. Shahar is prepared to advise student research and teach core classes in a justice PhD. Shahar has a joint appointment in UNO’s Urban Entrepreneurship and Policy Institute.

Dr. Chris Surprenant, Professor of Philosophy, History and Philosophy

Dr. Surprenant’s most recent work uncovers the perverse financial incentives that have generated the unjust U.S. criminal justice system. He has additional interests in educational justice and access to school choice, the relationship between virtue and justice, and the related relationship between law and morality. Dr. Surprenant’s expertise could be leveraged to teach courses within the proposed PhD or to advise doctoral students. Dr. Surprenant serves as the Director of UNO’s Urban Entrepreneurship and Policy Institute.

Dr. Michelle M. Thompson, Associate Professor, Planning and Urban Studies

Dr. Michelle Montgomery Thompson teaches courses in applied geographic information systems, community development finance, housing, transportation, urban studies, neighborhood and land use planning. She received a Master’s degree in Regional Planning (MRP’84) and Ph.D.’01 from the Cornell University Department of City and Regional Planning with a focus on community development and
spatial analysis using geographic information systems (GIS). Thompson received her Bachelor of Arts in Policy Studies from the Maxwell School of Citizenship and Public Affairs from Syracuse University in 1982. Thompson obtained her Geographic Information Systems Professional certification (GISP) in 2015. Thompson is a Data Fellow with the Mastercard Center for Inclusive Growth (2018-2019). In July 2019 Thompson became a Fellow with the Royal (London) Geographical Society. Her work in both environmental and social justice should contribute appropriately to the PhD in Justice Studies.

Dr. Eric van Holm, Assistant Professor, Political Science

Dr. van Holm's PhD research from Georgia State University would contribute to social justice issues, particularly around gentrification and housing. His work on data gathering would also be valuable as it relates to algorithms used by governments in their contact with the public.

Dr. Mahyar Amouzegar, Professor, Economics and Finance

Dr. Amouzegar’s 20 years’ experience in policy and quantitative policy analysis should contribute significantly to our students’ programs. As the provost, he will also ultimately oversee our program’s success.

Project the number of new faculty members needed to initiate the program for each of the first five years. If it will be absorbed in whole or part by current faculty, explain how this will be done. Explain any special needs.

Since Justice draws faculty from existing departments, no new faculty should be needed during the first five years, given the current complement. If we grow significantly and have hiring opportunities, someone specializing in criminology will be attractive for the program.

Describe involvement of faculty – present and projected – in research, extension, and other activities and the relationship of these activities to teaching load. For proposed new faculty, describe qualifications and/or strengths needed.

Academic Home and Advising

The degree will have its home in the College of Liberal Arts, Education and Human Development as an interdisciplinary degree. An Academic Director will administer the program and serve as primary advisor with the assistance of a Faculty Advisory Committee from various departments and areas of expertise.

The acting director of the PhD program will be Dr. Steven Mumford, assistant professor in Political Science. Dr. Mumford works in the field of social justice within public administration and has a large network of community contacts that he can leverage for the success of the degree. A strong advisory committee will assist him.

The Program Director will be appointed for a two year term, and will chair the Faculty Advisory Committee and serve as a first point of contact for students for advising and other assistance. The Program Director will be charged with creating a sense of community within the interdisciplinary program, so that students feel informed and supported. The Director will also respond to admissions inquiries and participate closely in admissions decisions.
The Faculty Advisory Committee will be appointed by the Dean of COLAEHD and consist of regular, full-time faculty at UNO holding the rank of Professor, Assistant, Associate, or Full. After the program begins, representative students will be elected to the committee by their peers.

The committee, convened and led by the Program Director, will discuss issues pertinent to the degree program and set priorities, develop the program handbook and specific policies, curricula, and assessments (e.g., comprehensive exams), recruit prospective students, and make admissions and award decisions. The committee will assist and advise the Program Director on any and all matters regarding the administration of the program.

**Faculty**

The program will draw upon faculty from programs and courses of study such as Anthropology, Economics and Finance, History, Philosophy, Planning and Urban Studies, Political Science, Sociology, Education, Environmental Sciences, and Women’s Studies. Because of its interdisciplinary nature, the degree will draw the bulk of coursework from the graduate courses currently offered in the departments listed above. (See Appendix B for current relevant coursework across the university.)

Students will also take four newly designed 6000-level Justice foundational courses. The first two courses will provide students with a theoretical foundation in justice broadly construed, Theories of Justice, and through the lens of jurisprudence, Justice and Law. Two courses will instruct students in principles of interdisciplinary research, grounding students in both Qualitative and Quantitative Research. Current faculty members who possess the appropriate expertise will teach the courses from their respective departments, and existing courses may suffice for the required courses, if relevant (especially in research methodology).

In preparation for admission to candidacy, students will consult with the Program Director to choose an appropriate professor to satisfy examination requirements and for the research focus and topic. Students also will write a dissertation under the direction of a faculty committee. We currently have the needed faculty to offer the program; however, if significant growth occurs, we will plan to hire additional faculty as necessary to serve the primary departments.

5. Library and Other Special Resources

To initiate the program and maintain the program in the first five years what library holdings or resources will be necessary? How do journal, database, monograph, datasets, and other audiovisual materials compare to peer institutions’ holdings with similar/related programs?

The University of New Orleans has more than adequate resources to support this program. We have excellent librarians who can provide faculty and students with their teaching and research needs.

What additional resources will be needed?

None

Are there any open educational resources (OER), including open textbooks, available to use as required course materials for this program? If so, which courses could these materials support, and what is the anticipated savings to students?

UNO is going to an all-subscription service for textbooks, and so students will pay a fee per credit hour for any textbooks or ancillary materials they may need. We also have a strong network of open access resources in our library.
6. Facilities and Equipment
Describe existing facilities (classrooms, labs, offices, etc.) available for the program and their present utilization.

Because of the interdisciplinary and interdepartmental nature of the proposed doctoral program, the existing classroom and computer laboratory facilities of each department are adequate to support this new degree. The program will be administered initially from the office of Political Science, the home of the Director. The College of Liberal Arts, Education and Human Development and/or the relevant department will provide additional needed clerical support in the form of secretarial and student-worker help and the purchase of supplies. Equipment specific to the instructional needs of each of the disciplines participating in the program is currently in place and will not need to be supplemented or expanded in the foreseeable future.

Describe the need for new facilities (e.g., special buildings, labs, remodeling, construction, equipment), and estimate the cost, proposed sources of funding, and estimated availability for program delivery.

None

7. Administration
In what administrative entity (department/school/college) will the proposed program be housed? How will the new program affect the present administrative structure of the institution?

The program will be administered initially from the office of Political Science, the home of the Director. The College of Liberal Arts, Education and Human Development and/or the relevant department will provide additional needed clerical support in the form of secretarial and student-worker help and the purchase of supplies.

Describe departmental strengths and/or weaknesses and how the proposed program will affect them.

This department lost its PhD program a few years ago, and they welcome the opportunity to provide a home initially for this degree. They have the expertise to work with PhD students. Their very strong Master’s of Public Administration program can support the PhD in many appropriate ways. Dr. Steven Mumford of this faculty will serve as the founding director of the degree. Dr. John Kiefer, a key senior faculty member, has a large network of contacts, including future students.

8. Accreditation
Describe plan for achieving program accreditation, including: name of accrediting agency, basic requirements for accreditation, how the criteria will be achieved, and projected accreditation date.

No specific accreditation is required for this program.

If a graduate program, describe the use of consultants in developing the proposal, and include a copy of the consultant’s report as an appendix.

None

9. Related Fields
Indicate subject matter fields at the institution which are related to, or will support, the proposed program; describe the relationship.

Please see the list of coursework in Appendix B for relevant departments. Succinctly, however, the main subject matter fields will be sociology, political science, public administration, education, and urban planning.
10. Cost & Revenue

Summarize additional costs to offer the program, e.g., additional funds for research needed to support the program; additional faculty, administrative support, and/or travel; student support. How will the program affect the allocation of departmental funds?

<table>
<thead>
<tr>
<th>Operating funds will be allocated from the university’s general fund through the College of Liberal Arts, Education and Human Development’s budget, with additional funding from the Graduate School.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First-year funding will underwrite an annual two-course reassignment of duties for the Director of the new program. S/he will use the time to brand and advertise the program (with special outreach to UNO graduates of appropriate Master’s programs), plan course offerings for the coming year, recruit faculty to teach core courses and direct research, and to screen and rank applicants. By the end of the year, the Director should have the first-year curriculum structured and commitments from the students comprising the first year of enrollment in the program (estimated 5-10 students).</td>
</tr>
<tr>
<td>In year 2, the Director will administer the program and foster its growth. The faculty salary cost will pay for the three new core courses required by the program (see area 2 above) and will ensure at least one special course of the Director’s choosing in a participating field each semester. We anticipate being able to offer 2-3 graduate assistantships from a combination of college, department, and graduate school funds.</td>
</tr>
<tr>
<td>The cost structures of years 3-5 remain the same, except for increased funding for graduate assistants as indicated in the table below. Costs for office space, clerical assistants, and supplies are excluded from the calculations in the table; these costs will be absorbed by the College of Liberal Arts, Education, and Human Development, according to its budget model and existing resources. Student credit hours generated by the new program will cover these costs, according to the current budget model.</td>
</tr>
</tbody>
</table>

*On the separate budget form, estimate new costs and revenues for the projected program for the first four years, indicating need for additional appropriations or investment by the institution.*

Outside of revenue from tuition & fees, explain and justify any additional anticipated sources of funds, e.g., grants (in hand, promised, or in competition), institutional funds, etc.

| We expect that this program will be extremely attractive for grants in the areas of justice issues (criminal justice reform, social justice issues such as racism, educational opportunities, etc.). |

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<table>
<thead>
<tr>
<th>CERTIFICATIONS:</th>
<th>6/5/20</th>
</tr>
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<tr>
<td>Primary Administrator for Proposed Program</td>
<td>Date</td>
</tr>
<tr>
<td>Provost/Chief Academic Officer</td>
<td>6/5/2020</td>
</tr>
<tr>
<td>Management Board/System Office</td>
<td>Date</td>
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SUMMARY OF ESTIMATED ADDITIONAL COSTS/INCOME FOR PROPOSED PROGRAM

Institution: University of New Orleans

Date: September 24, 2019

Degree Program, Unit: PhD in Justice Studies (with an optional MA degree as part of, or in lieu of, PhD in Justice Studies)

FTE = Full Time Equivalent (use the institution’s standard definition and provide that definition).

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<th>SECOND</th>
<th>THIRD</th>
<th>FOURTH</th>
</tr>
</thead>
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<td><strong>FTE</strong></td>
<td><strong>AMOUNT</strong></td>
<td><strong>FTE</strong></td>
<td><strong>AMOUNT</strong></td>
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<td>$35,000</td>
<td>.50</td>
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<tr>
<td>Director (replacement cost)</td>
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<td>.50</td>
<td>$16,000</td>
<td>.50</td>
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<tr>
<td>Support Personnel</td>
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<tr>
<td>Fellowships and Scholarships</td>
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<tr>
<td>Equipment/Library Resources</td>
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<tr>
<td>Marketing</td>
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<td>Travel</td>
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<td>Supplies</td>
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<td>$5,000</td>
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<td><strong>SUB-TOTAL</strong></td>
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<td>$5,000</td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
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<tr>
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<tbody>
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<td>AMOUNT</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>*State Appropriations</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>*Federal Grants/Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*State Grants/Contracts</td>
<td></td>
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<tr>
<td>*Private Grants/Contracts</td>
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<td>Expected Enrollment</td>
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<tr>
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<tr>
<td>*Other (specify)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$63,756</td>
<td>$91,080</td>
<td>$136,620</td>
<td>$182,160</td>
</tr>
</tbody>
</table>

* Describe/explain expected sources of funds in proposal text.

LA BoR – AA 2.05 – May 2018
Appendix A: Other Justice Programs

A Brief Overview of Social Justice Graduate Programs

This report is divided into two sections. The first examines PhD programs with an avowed focus on social justice. There are, in turn, two classes of these programs; those with close ties to specific, traditional academic disciplines, and those that are more broadly defined. The second section examines criminal justice programs. These programs often include a justice element, along with a more common list of foci unique to that field.

Social Justice PhDs

An examination of the small number of programs that expressly target social justice suggests a good deal of heterogeneity in the field. This probably reflects the lack of a clear, precise, and generally accepted definition of the term. It is likely that these programs evolved out of more standard academic disciplines, and thus reflect faculty perceptions of social need and opportunity. Their success, then, requires strong support from faculty, sustained over time and with administrative support to hire into the field.

The first type of program has firm roots in an existing discipline. Vanderbilt's PhD in Community Research and Action (CRA) (https://peabody.vanderbilt.edu/departments/hod/graduate-programs/phd_in_community_research_and_action/) is typical of this sort of program. It “prepares action-oriented researchers for academic or policy-related careers in applied community studies with a social justice orientation.” This program appears to have grown out of the university’s psychology department, yet it also has ties into other programs. Its “areas of interest include community psychology, community development, social program evaluation, organizational change, health or mental health policy, prevention, urban change and social policy.” What makes this program unique is that it expressly ties academic research to community development. As its advertising indicates, “The Ph.D. in CRA is distinctive in its combination of community psychology, with its emphasis on rigorously applied research, and community development, with its strong tradition of empirically grounded practice. ‘Research’ and ‘Action’ in CRA are not separate curricular or career tracks.”

Given this strong founding in psychology, it is not surprising that the program is tightly structured: 5 courses constitute the core of the program. In addition, five methodology courses and two in grant writing are required of all students, followed by seven courses in one of two foci: community development or program evaluation. Faculty are drawn from departments of human development, political science, sociology, anthropology, medicine, and religion.

The University of Toronto’s Department of Social Justice Education (http://www.oise.utoronto.ca/sje/) is similar. Its roots are in the field of education. In addition to the standard MA/PhD it also offers a MEd and EdD. It bills itself as “a multi and interdisciplinary graduate program that provides students with critical understandings of the social, historical, cultural, political, economic and ethical contexts of education, broadly conceived.” In addition to sets of core courses at the MA and PhD levels, the program has a set of collaborative specializations drawn from across the university, including aboriginal health; comparative, international, and development education; diaspora and transnational studies; education, Francophony, and diversity; educational policy; environmental studies, ethnic and pluralism studies; sexual diversity studies; South Asian studies; women and gender studies; and workplace learning and social change. The program has little structure beyond the opportunity for specialization—programs of study are individualized to the student, in consultation with faculty, of which there are 16 in the department.
An even more specialized program can be found at the University of British Columbia. It awards a BA, MA, and PhD in gender, race, sexuality, and social justice (https://grsj.arts.ubc.ca/graduate/). The program offers “areas of expertise in gender and development, critical studies in sexuality, decolonizing and post-colonial methodologies, race, gender and cultural studies, critical race theory, gender and Canadian history and literature (in English and French), transgender studies, gender issues in health, and feminist legal studies,” and utilizes “feminist, intersectional, and decolonizing methodologies.” Its web page offers little in the way of programs of study, emphasizing individualized learning. Only about four students are admitted per year. It enjoys a core faculty of 15, mostly housed in the Institute of Gender, Race, Sexuality, and Social Justice, and over fifty additional faculty drawn from across the university. In addition to programs firmly rooted in existing academic disciplines, a few programs are structured more broadly. These include the University of Massachusetts Boston’s PhD in Global Inclusion and Social Development (https://globalinclusion.umb.edu/). This program is located in the School for Global Inclusion and Social Development. Its faculty is especially interdisciplinary, drawn from public policy, medicine, and education (among other fields). “Our doctoral degree in global inclusion and social development focuses on reasons that various populations are excluded from their communities worldwide. Exclusion can be related to many factors, including gender, disability, sexual orientation, ethnicity, and economic status.” It is expressly transdisciplinary, as well as transnational. Further, it focuses on combining theory and practice, much like the Vanderbilt program (but without as much disciplinary focus).

The curriculum covers five core areas: theory, research and evaluation, policy and practice, systems change, and leadership and management. Throughout there is an emphasis on transnational and global knowledge and experience. The course of study is highly structured, with five required core courses, and three electives, in addition to five courses in a concentration. These concentrations include disability studies, gerontology, human rights, nonprofit management, transnational, cultural, and community studies, and an individualized plan of study. It has 18 core faculty, with an additional five affiliated.

**Criminal Justice PhDs**

Criminal justice is an independent discipline. It enjoys a professional association (American Society of Criminology) that seeks to regularize the profession. Its programs are therefore highly standardized around common themes, including criminological theory, methods, public policy and administration, courts and sentencing, and law and social order. Some representative examples include:

Georgia State: 12 required courses, and six electives; two foci: extent and causes of crime, and society's response. One or more specializations, such as policing, victimization, theory, etc.

Southern Illinois: PhDs in corrections, crime prevention, juvenile, law and society, policing, policy analysis, spatial analysis. MA in criminology required. MA has four required courses, five electives. PhD adds a core, two methods, and four additional electives. This program has a heavy emphasis on quantitative methods.

Sam Houston State: College of Criminal Justice. PhD in Criminal Justice and Criminology. Little description on web page.

Finally, American University falls somewhere between the discipline-based and criminology programs. It offers a PhD in Justice, Law, and Criminology. It has two tracks, justice, and law and society, and requires a secondary field outside the program. It has two core courses, six to twelve hours in a secondary field, two methods courses specific to the program, two more from political science. The secondary field list is exceptionally broad—includes any PhD-granting department in the university. It
has 13 faculty, an additional ten teaching faculty, and 18 adjunct faculty. Co-located with the Department of Government and Department of Public Administration and Policy.

**Analysis**

Pure social justice programs are rare. Most have a grounding in an established academic field, and offer a core set of courses drawn from that field. All seek a degree of interdisciplinarity, as well as try to link their programs of study to practice. Many have a heavy public policy focus, offering career opportunities outside academia. Criminology programs, in contrast, have a core centered on policing, causes of crime, etc. Most include some analysis of justice issues, but it often is a small part of the broader curriculum. The program at American University is an exception. It defines criminology studies somewhat more broadly than is common in the field, and is directly linked in the School of Public Affairs to the Departments of Political Science and Public Administration, where students are required to take courses. Thus, it combines some elements of a more traditional criminology program with the interdisciplinarity of the social justice programs.
Appendix B
UNO Graduate Courses
Potential Justice Studies Graduate Program Courses

Note: Each course is accompanied by acronyms denoting the relevant research areas: SO=Social, CR=Criminal, ED=Educational, and EN=Environmental Justice.

- Arts Administration
  - AADM 6223 - Finance for Nonprofit Organizations SO,CR,ED,EN

- Anthropology
  - ANTH 5075 - Life History, Identity & Autonomy SO,CR,ED,EN
  - ANTH 5090 - Advanced Topics In Cultural Anthropology SO,CR,ED,EN
  - ANTH 5721 - Cultural Resource Mngmt, Archaeology, & Historic Preservation: From ARPA to Unexploded O SO,EN
  - ANTH 5765 - Ethnicity in Contemporary Society SO,CR,ED,EN
  - ANTH 5766 - The Anthropology of Sex and Gender SO,CR,ED,EN
  - ANTH 5775 - Urban Anthropology SO,CR,ED,EN
  - ANTH 6801 - Advanced Seminar in Cultural & Social Theory SO,CR,ED,EN

- Business Administration
  - BA 6015 - Health Care Law and Ethics SO,CR,ED,EN

- Educational Administration
  - EDAD 6950 - Educational Policy Analysis SO,CR,ED

- Education - Curriculum and Instruction
  - EDCI 6400 - Foundations of Literacy Development SO,CR,ED

- Educational Foundations and Research
  - EDFR 6721 - Qualitative Research Data Collection SO,CR,ED,EN

- Education – Counseling Education Doctoral Courses
  - EDGC 6850 - Ethical, Legal and Professional Issues in Counseling SO,CR,ED
  - EDGC 6852 - Advanced Multicultural Counseling SO,CR,ED

- Education – Special Education
  - EDSP 6010 - Strategies for Managing Group Behaviors of Exceptional Populations SO,CR,ED,EN

- Education
  - EDUC 6210 - Human Development SO,CR,ED,EN

- English

- Engineering Management
  - ENMG 6111 - Quantitative Analysis of Engineering Management I SO,EN
- ENMG 6401 - Seminar in Organizational Behavior SO,CR,ED,EN

- Film and Theater

- History
  - HIST 5008 - Public History Methods SO,CR,ED,EN
  - HIST 6002 - Historical Methodologies and Research Design SO,CR,ED,EN

- Hotel, Restaurant, and Tourism Management
  - HRT 6202 - Hospitality and Tourism Research Methods SO,EN

- Management
  - MANG 6401 - Seminar in Organizational Behavior SO,CR,ED,EN

- Philosophy
  - PHIL 5094 - Independent Study in Philosophy SO,CR,ED,EN

- Political Science
  - POLI 5170 - The Politics of Public Policy SO,CR,ED,EN
  - POLI 5420 - The American Constitution and Civil Liberties SO,CR,ED,EN
  - POLI 5440 - Urban Judicial Process SO,CR,ED,EN
  - POLI 5601 - Voters and Elections SO,CR,ED,EN
  - POLI 5640 - U.S. Congress and the American People SO,CR,ED,EN
  - POLI 5650 - Southern Politics SO,CR,ED,EN
  - POLI 5670 - Women and Politics SO,CR,ED,EN
  - POLI 7000 - Thesis Research SO,CR,ED,EN
  - POLI 7050 - Dissertation Research SO,CR,ED,EN

- Psychology
  - PSYC 5010 - History of Modern Psychology SO,CR,ED,EN
  - PSYC 5091 - Special Topics in Psychology SO,CR,ED,EN
  - PSYC 5350 - Psychology of Learning SO,CR,ED,EN
  - PSYC 5365 - Sensation and Perception SO,CR,ED,EN
  - PSYC 5510 – Personality SO,CR,ED,EN
  - PSYC 6090 - Independent Research in Psychology SO,CR,ED,EN
  - PSYC 6311 - Advanced Statistics I SO,CR,ED,EN
  - PSYC 6312 - Advanced Statistics II SO,CR,ED,EN
  - PSYC 6895 - Advanced Seminar in Applied Biopsychology SO,CR,ED,EN

- Public Administration
  - PADM 5220 – The Nonprofit Sector SO,CR,ED,EN
  - PADM 5221 – Collaboration, Partnerships, & Coalition-Building SO,CR,ED,EN
  - PADM 5224 - Leadership in Nonprofit Organizations SO,CR,ED,EN
  - PADM 6010 - The Profession of Public Administration SO,CR,ED,EN
  - PADM 6130 - U.S. Disaster Policy SO,CR,ED,EN
  - PADM 6160 - Law and Ethics of Public Administration SO,CR,ED,EN
  - PADM 6180 - Human Resources Administration in the Public Sector SO,CR,ED,EN
- **Quantitative Methods – Business & Economics**
  - QMBE 5400 - Statistics for Managers SO,CR,ED,EN
  - QMBE 6280 - Mathematics in Financial Economics SO,CR,ED,EN
  - QMBE 6281 - Econometrics I SO,CR,ED,EN
  - QMBE 6283 - Seminar in Mathematics and Statistics for Financial Economics SO,CR,ED,EN
  - QMBE 6295 - Special Topics in Quantitative Methods SO,CR,ED,EN

- **Romance Languages**

- **Sociology**
  - SOC 5094 - Social Change SO,CR,ED,EN
  - SOC 5098 - Selected Topics in Sociology SO,CR,ED,EN
  - SOC 5103 - Racial Issues SO,CR,ED,EN
  - SOC 5104 - The Family SO,CR,ED,EN
  - SOC 5107 - Sociology of Gender SO,CR,ED,EN
  - SOC 5124 - Social Stratification SO,CR,ED,EN
  - SOC 5150 - Sociology of Popular Culture SO,CR,ED,EN
  - SOC 5216 - Advanced Social Psychology SO,CR,ED,EN
  - SOC 5788 - Social Statistics II SO,CR,ED,EN
  - SOC 5875 - Sociology of Disaster SO,CR,ED,EN
  - SOC 5881 - The Urban Community SO,CR,ED,EN
  - SOC 5903 - Population Issues and Dynamics SO,CR,ED,EN
  - SOC 6396 - Independent Readings in Sociology SO,CR,ED,EN
  - SOC 6397 - Independent Readings in Sociology SO,CR,ED,EN
  - SOC 6784 - Methods of Sociological Investigation SO,CR,ED,EN
  - SOC 7000 - Thesis Research SO,CR,ED,EN

- **Science and Transportation**
  - TRNS 6100 - Environment and Energy SO,EN
  - TRNS 6900 - Independent Study SO,EN

- **Urban Studies**
  - URBN 5002 - The Shape of the City SO,CR,ED,EN
  - URBN 5005 - The Everyday City SO,CR,ED,EN
  - URBN 5100 - Gentrification in Historic Districts SO,CR,ED,EN
  - URBN 5800 - Studies in Special Urban Problems SO,CR,ED,EN
  - URBN 5810 - Environmental Justice in Urban Environments SO,EN
  - URBN 6005 - Statistics for Urban Analysis SO,CR,ED,EN
  - URBN 6165 - Urban Public Policy Analysis SO,CR,ED,EN
• DURB 6830 - Urban Theory SO,CR,ED,EN
• DURB 6850 - Seminar in Urban Studies SO,CR,ED,EN
• URBN 6900 - Independent Study SO,CR,ED,EN
• URBN 7000 - Thesis Research SO,CR,ED,EN
• DURB 7030 - Research Design Practicum SO,CR,ED,EN
• URBN 7040 - Examination or Report Only SO,CR,ED,EN

• Urban and Regional Planning
  • MURP 5005 - Introduction to Neighborhood Planning SO,CR,ED,EN
  • MURP 5010 - Introduction to Historic Preservation SO,EN
  • MURP 5050 - Urban Land Use Planning and Plan Making SO,EN
  • MURP 5800 - Studies in Special Urban Problems SO,CR,ED,EN
  • MURP 5820 - Tourism for Urban and Regional Planners SO,EN
  • MURP 6020 - Analytic Methods for Planners SO,CR,ED,EN
  • MURP 6030 - Social Policy Planning SO,CR,ED,EN
  • MURP 6071 - Zoning and Land Use Regulation SO,EN
  • MURP 6175 - Development Finance for Planners SO,EN
  • MURP 6180 - Site Planning SO,CR,ED,EN
  • MURP 6450 - Local Economic Development Policy and Planning SO,CR,ED,EN
  • MURP 6710 - Urbanism and Urban Design SO,CR,ED,EN
  • MURP 6720 - Practicum in Urban and Regional Planning SO,CR,ED,EN
  • MURP 6800 - MURP Planning Internship SO,CR,ED,EN
  • MURP 6900 - Independent Study SO,CR,ED,EN
  • MURP 7000 - Thesis Research SO,CR,ED,EN
  • MURP 7040 - Examination or Report Only SO,CR,ED,EN
Item F.5. University of Louisiana System’s request for approval to enter a Course and Services Agreement with StraighterLine, Inc. for Compete LA students.

EXECUTIVE SUMMARY

The University of Louisiana System (ULS) requests approval to enter into a Course and Services Agreement with StraighterLine, Inc. for Compete LA students. StraighterLine is a provider of student success and college readiness services, including low cost online general education courses for college credit. The ULS would like to provide pathways for Compete LA students via StraighterLine for the following use cases: (1) applicants and prospective students for whom there are concerns about academic readiness and student success, including individuals who place below college-level math or English or do not meet admission requirements and (2) students facing financial aid caps, affordability concerns, academic progress issues, scheduling misses and/or unmet general education requirements.

The proposed agreement identifies services that will be provided by StraighterLine to include access to 12 specific student-paced, general education online courses and supporting elements (e-book access, proctoring, etc.). University of Louisiana System staff has worked with Chief Academic Officers from the nine-member institutions and StraighterLine representatives to identify specific courses that will meet the needs of the use cases noted above as well as articulate for credit. Students who would benefit from this agreement will pay a monthly membership fee of $125, which allows for completion of courses that align with their degree paths. The proposed agreements will provide additional opportunities for Compete LA students, especially those who need to improve overall GPAs for admission purposes.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System’s request for approval to enter into a Course and Services Agreement with StraighterLine, Inc. for Compete LA students.
This Course and Services Agreement ("Agreement") is entered into on the 25th day of June, 2020 (the "Effective Date") by and between StraighterLine, Inc. ("StraighterLine"), a corporation duly organized under the laws of the State of Delaware with a principal place of business at 1201 S. Sharp Street, Suite 110, Baltimore, MD 21230, and University of Louisiana System ("ULS") member institutions listed on the signature page hereof (each, a "College"). In consideration of the mutual benefits and obligations contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. BACKGROUND.

StraighterLine is a provider of student success and college readiness services, including low cost on-line general education courses for college credit, for which it has front-end websites and other proprietary applications it uses to implement and deliver (with any updates or upgrades thereto made available, the "Platform").

ULS and the Colleges desires to use the Platform to create and offer, on a private labeled basis, a “student success/college readiness” pathway offering to serve pre-enrollment individuals and current or former students enrolled in the degree or other programs of ULS member institutions as further described on Exhibit A.

2. DEFINITIONS.

Certain capitalized terms used in this Agreement, not otherwise defined on the cover page, shall have the meanings set forth below.

2.1 "Academy Offering" shall mean the use of the Platform to provide access to the Services and Courses as a “student success/college readiness” pathway product on a private labeled basis in the United States of America.

2.2 "Access Term" shall mean the period of time during which the Platform will be made available to Students under the terms of this Agreement.

2.3 "Administrative User" shall mean a College employee to whom a College has assigned an identification number for access to the Platform for purposes of managing Students and Courses.

2.4 "Affiliate" means, with respect to a specified entity, an entity that controls, is controlled by, or is under common control with a party, but only as long as such control exists. For these purposes, “control” means ownership of fifty percent (50%) or more of the outstanding voting stock or other equity interest in a person or entity, or the power to otherwise direct the affairs of a person or entity.

2.5 "Authorized End Users" shall mean all Administrative Users and Students.

2.6 "Brand" shall mean any trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by the respective party.

2.7 "Commencement Date" shall mean September 1, 2020.¹

¹ Target “go live” date
2.8 “Confidential Information” shall mean all written or oral information, disclosed by either party to the other (a) that is related to the operations of either party; or (b) that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Platform Documentation and the StraighterLine Intellectual Property shall be the Confidential Information of StraighterLine and the Student Data shall be the Confidential Information of a College.

2.9 “Courses” shall mean the StraighterLine Content that is made available to Students through the Platform as part of the Academy Offering under the terms of this Agreement.

2.10 “Employer Market” shall mean the market to employers for directed pathways to multiple curated providers as an employment benefit to their employees.

2.11 “Platform Documentation” shall mean materials in any form that describe the features, functions and use of the Platform, which materials are designed to facilitate use of the Platform and which are provided by StraighterLine to a College in accordance with the terms of this Agreement.

2.12 “Services” shall mean the provision of access to the Platform and any other StraighterLine provided access to licensed software, services provided by StraighterLine staff, and all other services outlined on Exhibit B.

2.13 “Student Content” shall mean any pictures, graphics, text or other content provided through the Platform.

2.14 “Student Data” means any data collected by a College or StraighterLine under this Agreement and the provision of the Services to that Student under this Agreement, that is personally identifiable to a given Student, including, but no limited to, information supplied by Students and all Student-related data collected or created by a Student’s interaction with the Courses, the Platform and interactions with StraighterLine personnel.

2.15 “Student” shall mean any individual who accesses a Course or Courses through the Platform under an End User Agreement that meets the requirements of this Agreement. A “Student” may be a Student under this Agreement and also a customer of any party under other relationships with a party and this Agreement does not change such other relationships.

2.16 “StraighterLine Content” shall mean any StraighterLine designed courses, text, files, links, images, graphics, design, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials that is either owned, developed or licensed by StraighterLine and that StraighterLine makes available through the Platform.

2.17 “StraighterLine Intellectual Property” shall mean: (i) the Platform; (ii) any system owned, licensed, or developed by StraighterLine; (iii) any analysis, compilation, aggregation, derivative work, analytics or work of authorship created by StraighterLine; and (iv) data and content independently developed or created by StraighterLine.

2.18 “StraighterLine Terms of Use” shall mean any applicable StraighterLine terms of service for the Platform, including, but not limited to, the StraighterLine privacy policy and the StraighterLine security policy, if any, which StraighterLine may amend from time to time.

2.19 “Third Party Content” shall mean any data, results, ideas, plans, sketches, texts, files, links, images, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, and any similar information that is either (i) received by StraighterLine from a Third Party Provider; or (ii) made available by a Third Party Provider through the Services.
2.20 “Third Party Provider” shall mean an individual or organization that provides and/or licenses Third Party Content to StraighterLine under the terms of a separate agreement.

3. ACCESS AND USE.

3.1 Distribution Rights. Subject to the terms and conditions of this Agreement, each College shall be permitted to make available the Academy Offering outside the Employer Market to Students through the Platform in the United States of America, provided that (a) a College may not distribute, sublicense, or otherwise convey any other rights in the Platform; (b) a College shall require any Authorized End User to enter into a contractual arrangement with that College, which agreement shall be reasonably satisfactory in form to the College and StraighterLine, and which arrangement in any event provides no less protections for StraighterLine’s Confidential Information, the Platform, the Platform Documentation and the StraighterLine Brand as are provided by the terms hereof and the StraighterLine Terms of Use (the “Academy End User Agreement”). Each College acknowledges and agrees that any act or omission of any Authorized End User in connection with use of, or access to the, the Platform, which act or omission would constitute a breach of this Agreement if undertaken by that College, shall enable StraighterLine to terminate all access to the breaching Authorized End User immediately. Except as provided in this Section 3.1, a College shall not distribute, market, sublicense, assign, sell, lease, rent, convey or otherwise transfer, or pledge as security or otherwise encumber, the rights and licenses granted hereunder with respect to the Platform.

3.2 Platform Access. In accordance with the terms of this Agreement, StraighterLine will host and operate its Platform to enable each College to make the Courses and Platform available to Students enrolled in the Academy Offering. On or as reasonably practicable after the beginning of the Access Term, StraighterLine will specify to each College procedures according to which that College may establish and obtain access to and use the features and functions of the Platform, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Administrative Users to obtain access to relevant portions of the Platform (together with relevant portions of the Platform Documentation, the “Access Protocols”).

3.3 Provision of Access to Students. On or as reasonably practicable after the beginning of the Access Term, StraighterLine shall provide each College the Access Protocols required to allow Students, to access the Courses through the Platform, provided that StraighterLine may deny access to any Authorized End User until the same have agreed to comply with the Academy End User Agreement.

3.4 Usage Restrictions. No College or any Administrative User shall use the Platform for any purposes other than the provision of Courses to Students, except with the prior written consent of StraighterLine. No College or any Administrative User shall (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Platform is compiled or interpreted; (b) modify the Platform, StraighterLine Content, Third Party Content, Platform Documentation or create any derivative product from any of the foregoing, except with the prior written consent of StraighterLine; or (c) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, College’s and/or an Administrative User’s rights under this Section 3, except as provided therein. Each College will ensure that its use of the Platform and the provision of the Academy Offering complies with all applicable laws, statutes, regulations or rules. A College shall notify StraighterLine immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

3.5 Third Party Content. StraighterLine makes no representations or warranties regarding any Third Party Content found on or through the Services or that is otherwise available using the Services. StraighterLine is not responsible, and no College will not hold StraighterLine responsible, for the accuracy, reliability, legality or validity of any Third Party Content.

3.6 Use Cases. The parties intend to collaborate on a phased approach in which the Academy Offering will be
Exhibit A sets forth the anticipated use cases, which the parties shall use all commercially reasonable efforts to implement and launch. It is also anticipated that further additional features, services and components may be identified and implemented from time to time in the future as well, subject to agreement by the parties.

3.7 Non-Compete. During the term of the Agreement and for the 18-month period following, no College will establish, market or provide a competing service to the Academy Offering or the Platform.

4. ADDITIONAL STRAIGHTERLINE OBLIGATIONS.

4.1 Performance of Services. StraighterLine will provide the Services to Authorized End Users in accordance with the requirements of this Agreement. StraighterLine shall provide the Services in a professional manner consistent with industry standards.

4.2 Compliance with Laws. StraighterLine shall comply with applicable state, national and foreign laws and regulations in connection with the delivery of the Services, including those related to data protection, data privacy and the transmission of personal data (including but not limited to Student Data).

4.3 Responsibility for Hosting of Service. As between the parties, StraighterLine will, at its expense, bear sole responsibility for the design, development, hosting, operation, maintenance and management of the Platform, including, without limitation, development of its features, functions and technology, and any adaptation and/or reconfiguration thereof as may be necessary for purposes of providing access to, and use of, the content therein.

4.4 Subcontractors. StraighterLine shall be permitted to enter into an arrangement with one (1) or more subcontractors to fulfill any of StraighterLine’s obligations hereunder.

4.5 Communication with Students. As part of the provision of the Services, StraighterLine may need to communicate with Authorized End Users from time-to-time. College hereby acknowledges that StraighterLine has the limited right to communicate with Authorized End Users as may be necessary as part of the provision of the Services and support as may be agreed to by the parties.

4.6 Training. StraighterLine shall provide appropriate training to a College as the parties may agree in writing.

4.7 Support. StraighterLine will provide the support and maintenance services for the Platform and Services as forth in the Service Level Agreement attached as Exhibit D.

4.8 Access to Student Data. Provided a College’s agreement with a Student gives the College the right to access Student Data, StraighterLine will make available to the College the Student Data. A College shall own all of its Student Data. Each College grants StraighterLine a limited, irrevocable, perpetual, license to: (a) store, copy, use and analyze the Student Data to perform its responsibilities under this Agreement; and (b) store, copy, use and analyze the Student Data to create de-identified data sets which and store, use, copy and modify such de-identified data sets to improve, develop and commercially exploit the Platform and other StraighterLine products and services. StraighterLine will refrain from presenting offers, requests or advertisements to Students through the use of Student Data, or contacting Students using Student Data for any purpose unrelated to the Agreement.

4.9 Access to Other Data. StraighterLine shall make such other information available as a College may reasonably request relating to a Student’s use of the Platform in connection with the Academy Offering. Upon request, StraighterLine shall use all reasonable efforts to provide a College such information and data on the frequency as the parties may mutually agree.

4.10 Other Uses of the Platform. StraighterLine may use the Platform for its own business purposes and nothing in this Agreement shall prevent StraighterLine from developing these offerings or uses of the Platform.
4.11 Adherence to Standards. Each College has and will continue to have exclusive control over its academic programs, including oversight of the Courses and the Academy Offering. Each College will engage its academic departments in the evaluation of the Courses and their assessments, and StraighterLine agrees to provide adequate access to respective staff for initial and ongoing evaluations. Each College will, to the extent applicable to the performance of this Agreement, adhere to the standard provisions of its accreditation.

In the event a College seeks to offer federal financial aid to its Students, the parties agree to engage in good faith discussions on amending the Agreement to accommodate the academic governance provisions that may be required by that College’s accrediting bodies and the U.S. Department of Education along with any corresponding cost/price changes associated with those changes.

In the event that Title IV financial aid becomes available to its Students, a College, as the responsible institution, will apply its established policies and procedures to the protection and release of student information, including without limitation, requiring StraighterLine to agree that it will not use or re-disclose Confidential Student Data except in compliance with the Family Education Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and all applicable state and federal laws.

StraighterLine agrees to: (i) accept, assign and evaluate Students regardless of race, sex, sexual orientation, color, religion, creed, national origin or ancestry, age, military or veteran status, and (ii) ensure that the Courses and Platform may be accessed by students with disabilities as defined in the Americans with Disabilities Act.

4.12 Data Security. StraighterLine will use industry standard means designed to protect the security and confidentiality of any Confidential Information provided to or possessed by StraighterLine. In the event that StraighterLine causes (a) the actual unauthorized access to or use of unencrypted personally identifying Student Data by an unaffiliated third party in breach of StraighterLine’s obligations under the Agreement, or (b) the loss, theft, or the unauthorized access or use of Confidential Information that is likely to cause harm to Students or employees (i.e., potential breach) due to a breach of StraighterLine’s obligations under the Agreement (collectively, a “data breach”), StraighterLine will reimburse the applicable College’s reasonable costs and expenses in connection with: (1) notifying affected individuals, government agencies, credit bureaus, and/or other required entities, as may be required by law; (2) providing periodic reporting from credit bureaus and other reporting agencies, as may be required by law, for a specific period not to exceed twelve (12) months; and (3) providing reasonable identity restoration services for affected individuals who suffered proven cases of identity theft, as may be required by law. Promptly upon becoming aware of a security breach, StraighterLine will implement reasonable measures to mitigate any further damage, notify ULS and the applicable College and cooperate fully with that College’s investigation of and response to the incident.

4.13 Minimum Insurance. Throughout the Term, StraighterLine shall procure and maintain the following minimum insurance coverages:

(a) Commercial general liability insurance with combined single limits for bodily injury and property damage of not less than $2,000,000 each occurrence and $4,000,000 in the aggregate in a policy year.

(b) Professional liability insurance of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate in a policy year.

(c) Cyber Liability, including network security and privacy liability response services (including credit monitoring), in the amount of $2,000,000.

5. COLLEGE OBLIGATIONS.

5.1 Professional Standards. No College shall make: (i) any false or misleading representations about the Academy Offering or Platform to Students or others or (ii) any representations, warranties or guarantees with respect to the Platform that are not consistent with the terms of this Agreement. Each College will undertake all measures necessary to ensure that its marketing and promotional activities hereunder conform to all applicable laws and industry standards of professionalism and fair practices.
5.2 **Assistance to StraighterLine.** Each College shall, at its own expense, provide assistance to StraighterLine, including, without limitation, by means of access to, and use of, that College’s facilities, equipment, and information, as well as by means of assistance from its personnel, to the limited extent any of the foregoing may be reasonably necessary to enable StraighterLine to perform its obligations under this Agreement.

5.3 **Academic Standards.** A College has sole control over the Courses and retains the right to review the curriculum and content of all Courses to ensure that the Courses comply with its academic standards. Each College recognizes that the Courses are online classes that are designed to be self-paced and, while supported by on-demand tutoring and additional support services, are not intended to be taught by faculty in the traditional sense. Additional academic oversight and evaluation of the Courses and of Students may be conducted by any College and its faculty using standards and methods of their own choosing at their sole discretion and expense.

5.4 **Education Regulatory Authorities.** A College will design all Courses in accordance with all rules and regulations of all of its applicable education regulatory including accrediting agency requirements, if any. StraighterLine shall cooperate in providing information and data needed for that College to comply with these requirements. However, StraighterLine will not be responsible for such compliance. Each College acknowledges that StraighterLine is neither accredited nor an institution of higher learning and that College is solely responsible for complying with all such requirements.

5.5 **Branding.** ULS and the Colleges shall co-brand and label the Academy Offering and any bundle of products of which the Platform or the courses are a principal component, with “powered by StraighterLine” or as otherwise agreed by the parties.

6. **COMPLIANCE WITH PRIVACY LAWS.**

6.1 **FERPA.** All parties shall comply in all material respects with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, commonly known as FERPA) and any other state privacy laws to the extent applicable.

6.2 **Educational Records.** To the extent StraighterLine has access under and during the term of this Agreement to “Education Records” and “Personally Identifiable Information”, it is deemed a “School Official” as each of these terms are defined under FERPA at 34 CFR § 99.3. StraighterLine will use commercially reasonable efforts to maintain the security of Education Records and Personally Identifiable Information, as such terms are defined at 34 CFR § 99.3 in accordance with the FERPA requirements as generally set forth at 34 CFR Part 99, and to otherwise ensure its compliance with FERPA and applicable regulations. Except as required by law or as directed by a College, StraighterLine shall not disclose or share Education Records containing un-redacted Personally Identifiable Information with any third party, except to StraighterLine’s subcontractors who have agreed in writing to maintain the confidentiality of the Education Records to the same extent required of StraighterLine under this Agreement.

7. **OWNERSHIP.**

7.1 **Ownership.** The parties agree that all right, title and interest in the copyrights, trade secrets, patents and other intellectual property rights related to (a) the Courses and Platform and all derivative works thereof and improvements thereto, (b) any new feature or functionality added thereto independently of this Agreement (e.g., new functionality added as part of the Platform roadmap); and (c) all other materials provided by StraighterLine for use in connection with the Courses or the Platform, shall be owned solely by StraighterLine or its licensors and no College has a license to use such items for any purpose not contemplated in this Agreement.

7.2 **Ownership of Refinements.** In the event that a College provides StraighterLine in writing with (a) any Course Content for inclusion within Courses or the Platform, (b) any modifications, comments, suggestions, requests for a specific new feature or functionality (that is not otherwise on the Platform roadmap at the time the request is made) or other feedback with respect to the use of content of the Courses or features and functionality of the Platform
(collectively, “Refinements”), that College and StraighterLine shall be co-owners of all related intellectual property rights (if any) embodied in such Refinements, and each shall have the independent right to use and license the Refinements without restriction or an obligation to account to the other party. Either party may freely sublicense such Refinements without the permission of the other party. For purposes of clarity no party shall have the right to access or possess the implementation of a Refinement by the other party absent a separate written agreement (e.g., if a College creates new course materials based on a Refinement the other party absent a separate written agreement, StraighterLine will not be entitled to receive that content from the College). StraighterLine will have sole control over the registration of any intellectual property rights (if any) in any Refinements.

7.3 Retained Rights. StraighterLine retains all right, title and interest in and to the Platform, the StraighterLine Content and the StraighterLine intellectual property, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including all copyrights, patents, trade secrets, trademarks or trade names therein and all rights not expressly granted in this Agreement are reserved by StraighterLine. All goodwill arising in or from the StraighterLine Brand shall inure solely to StraighterLine’s benefit. Each College further acknowledges that StraighterLine retains the right to use the foregoing for any purpose in StraighterLine’s sole discretion.

8. FEES AND EXPENSES; PAYMENTS.

8.1 Fees. In consideration for the access rights granted to each College and its Authorized End Users and the Services performed by StraighterLine under this Agreement, the applicable College will pay to StraighterLine, without offset or deduction, all fees set forth on Exhibit B with respect to its Students hereunder. StraighterLine will retain it portion of the fees from the total amount collected and will submit an accounting to ULS and the Colleges on a monthly basis.

8.2 Taxes. Each College will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on StraighterLine’s income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Each College will make all required payments to StraighterLine free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to StraighterLine will be the College’s sole responsibility, and each College will, upon StraighterLine’s request, provide StraighterLine with official receipts issued by the appropriate taxing authorities, or such other evidence as StraighterLine may reasonably request, to establish that such taxes have been paid.

8.3 Late Payments; Interest; Payment in Dollars. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one half percent (1/2%) per month or the maximum rate permitted by applicable law, whichever is more, from the due date until paid. All payments to be made under this Agreement shall be made in U.S. dollars.

8.4 Invoice Disputes. If a College disputes in good faith any portion of an invoice or any other amount due under this Agreement, the College shall notify StraighterLine within ninety (90) days after receipt of the invoice or from the payment due date with an explanation of the nature of the dispute. Unless a written notice of a dispute as to invoiced or due amounts is received by StraighterLine within such ninety (90) day period, the invoice or amount due shall be deemed correct and payable in full by the College.

9. CONFIDENTIAL INFORMATION.

9.1 Ownership of Confidential Information. The parties acknowledge that during the performance of this Agreement, each party will have access to certain of the other party’s Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that
all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the Confidential Information of the disclosing party or such third party.

9.2 Mutual Confidentiality Obligations. Each party agrees as follows: (a) to use Confidential Information disclosed by the other party only as described herein; (b) that such party will hold in confidence and protect such Confidential Information from dissemination to, and use by, any unauthorized third party; (c) to restrict access to the Confidential Information disclosed by the other party to such of its Affiliates, personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information as confidential in compliance with the terms of this Agreement; and (d) notify the other party of any suspected breach of this Section 9.

9.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 9.1 and 9.2 will not apply to Confidential Information that: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient’s possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing party without restriction. g) or is defined per Louisiana public record law 44:1-41. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; (b) to establish a party’s rights under this Agreement, including to make such court filings as it may be required to do; or (c) to its counsel, accountants or other similar representatives and in connection with an actual or proposed merger, acquisition, or initial public offering or similar transaction of such party.

9.4 Terms of Agreement. Each party shall be entitled to disclose the existence of this Agreement, but agrees that the specific terms and conditions of this Agreement (including, without limitation, the fees) shall be the Confidential Information of StraighterLine and shall not be disclosed by a College to any third party.

10. REPRESENTATIONS AND WARRANTIES.

10.1 General Representations. Each party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

10.2 Service Warranty. StraighterLine hereby represents and warrants that the Platform will conform in all material respects to Platform Documentation provided by StraighterLine regarding the use of the Platform when accessed and used in strict accordance with the Platform Documentation and the Access Protocols; provided, however, that StraighterLine does not warrant any software underlying the Services will be error free or will operate without interruption.

10.3 Platform Warranty. StraighterLine represents and warrants that to the best of its knowledge and belief, neither the Platform or any Course (apart from the Third Party Content) infringe the intellectual property rights of any third party.

10.4 Student Data Warranty. Each College represents and warrants that it has sufficient rights to collect the Student Data, share the Student Data with StraighterLine and the use of such as contemplated with this Agreement complies with all applicable laws.
10.5 Not a Third-Party Servicer. Each College understands and agrees that the Agreement will not purport to render StraighterLine a Third-Party Servicer as that term is defined at 34 C.F.R. §§ 668.2, 668.25 and StraighterLine will agree that it shall not undertake any work pursuant to the Agreement inconsistent with this provision.

11. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

11.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 10, THE SERVICES, PLATFORM, THE STRAIGHTERLINE CONTENT, THE THIRD PARTY CONTENT AND ALL OTHER DATA, MATERIALS, OR INFORMATION PROVIDED BY STRAIGHTERLINE ARE PROVIDED “AS IS,” AND STRAIGHTERLINE DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED. STRAIGHTERLINE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

11.2 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL STRAIGHTERLINE BE LIABLE TO ANY COLLEGE OR ANY AUTHORIZED USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM. THE CUMULATIVE LIABILITY OF STRAIGHTERLINE TO ANY COLLEGE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO STRAIGHTERLINE BY THAT COLLEGE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION SHALL APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET FORTH SECTION 12. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

11.3 Essential Basis of the Agreement. Each College acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 11 form an essential basis of the agreement between the parties, that the parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

12. INDEMNIFICATION.

12.1 Indemnification of a College. StraighterLine agrees to indemnify, defend and hold harmless each College from and against any claim by any third party and all losses, liabilities, costs (including reasonable attorneys’ fees) or damages resulting from awarded to such third party to the extent based on a claim that the Platform or StraighterLine Content infringes a third party’s U.S. patents issued as of the effective date of this Agreement, or infringe or misappropriate, as applicable, a third party’s copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. This indemnity obligation shall only apply if the College promptly notifies StraighterLine in writing of the claim, cooperates with StraighterLine, and allows StraighterLine sole authority to control the defense and settlement of such claim. In the event that these indemnity obligations apply, StraighterLine will not settle any third-party claim against a College unless such settlement completely and forever releases the College from all liability with respect to such claim or unless the College consents to such settlement, and further provided that the College will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice. If an infringement claim is made or appears possible, the College agrees to permit StraighterLine, at StraighterLine’s sole discretion, to enable it to continue to use the Services, as applicable, or to modify or replace any such infringing material to make it non-infringing. If StraighterLine determines that none of these alternatives is reasonably available, the College shall, upon written request from StraighterLine, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 12.1 shall not apply to any claims arising, in whole or in part, from an College Indemnity Responsibility.
12.2 Additional Indemnity. StraighterLine agrees to indemnify, defend and hold harmless each College from and against any claim by any third party and all losses, liabilities, costs (including reasonable attorneys’ fees) or damages resulting from awarded to such third party to the extent based on a claim that: (a) StraighterLine’s gross negligence or willful misconduct, or (b) StraighterLine’s violation of applicable laws or regulations, including without limitation, laws regarding data privacy and telephone communications in the performance of its obligations under this Agreement. This indemnity obligation shall only apply if College promptly notifies StraighterLine in writing of the claim, cooperates with StraighterLine, and allows StraighterLine sole authority to control the defense and settlement of such claim. This Section 12.2 shall not apply to any claims arising, in whole or in part, from: (i) a College’s or a Student’s negligence or willful misconduct, (ii) a College’s violation of applicable laws or regulations, including without limitation, laws regarding data privacy and telephone communications, (iii) any Student Content, or (iv) a College’s breach of this Agreement.

12.3 College’s Indemnity Obligations. Each College agrees to hold, harmless, indemnify, and, at StraighterLine’s option, defend StraighterLine from and against any losses, liabilities, costs (including reasonable attorneys’ fees) or damages resulting from intellectual property infringements arising from: (a) a combination, operation or use of the Platform or Services with other software, hardware or technology not provided by StraighterLine, and (b) the College’s material breach of its obligations under this Agreement (each a “College Indemnity Responsibility”), provided that StraighterLine promptly notifies the College in writing of the claim, cooperates with the College, and allows the College sole authority to control the defense and settlement of such claim. In the event that these indemnity obligations apply, the College will not settle any third party claim against StraighterLine unless such settlement completely and forever releases StraighterLine from all liability with respect to such claim or unless StraighterLine consents to such settlement, and further provided that StraighterLine will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

13. TERM AND TERMINATION.

13.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Commencement Date (the initial Term, together with any extension or renewal thereof, the “Term”).

13.2 Termination for Breach. ULS or a College may, at its option, terminate its Agreement in the event of a material breach by StraighterLine, and StraighterLine, at its option, terminate the Agreement in the event of a material breach by ULS or a College. Such termination may be effected only through a written notice to the breaching party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching party will have a right to cure such breach or breaches within sixty (60) business days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such sixty (60) business-day period.

13.3 Suspension of Access. StraighterLine may suspend access to any or all of the Services, including the Services, in the event any amount due under this Agreement is not received by StraighterLine within thirty (30) days after it was due.

13.4 Termination Upon Bankruptcy or Insolvency. ULS or a College may, at its option, terminate this Agreement immediately upon written notice to StraighterLine, in the event: (a) that StraighterLine becomes insolvent or unable to pay its debts when due; (b) StraighterLine files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within sixty (60) days after such filing; (c) StraighterLine discontinues it business; or (d) a receiver is appointed or there is an assignment for the benefit of StraighterLine’s creditors. StraighterLine may, at its option, terminate this Agreement immediately upon written notice to the other parties, in the event: (a) that any other party becomes insolvent or unable to pay its debts when due; (b) any other party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within sixty (60) days after such filing; (c) any other party discontinues it business; or (d) a receiver is appointed or there is an assignment for the benefit of any other party’s creditors.
13.5 Effect of Termination. Upon any termination of this Agreement: (a) the College and each Authorized End User will immediately discontinue all use of the Services and any StraighterLine Confidential Information; (b) the College will delete any StraighterLine Confidential Information from the College’s computer storage or any other media including, but not limited to, online and off-line libraries; (c) StraighterLine will delete any of the College Confidential Information from StraighterLine’s computer storage or any other media including, but not limited to, online and off-line libraries; (d) the College will return to StraighterLine or, at StraighterLine’s option, destroy, all copies of the Platform Documentation and any StraighterLine Confidential Information then in the College’s possession; (e) each party will discontinue use of the other party’s Brand; and (f) the College will promptly pay to StraighterLine all amounts due and payable hereunder. Following the permanent removal of all personally identifying information, StraighterLine may retain and use a copy of the Student Data for its internal research purposes, but shall defend, indemnify and hold the College harmless from any third party claims relating to StraighterLine’s use, maintenance, or handling of such Student Data.

13.6 Survival. The provisions of Sections 3.4, 3.7, 7.1, 7.2, 7.3, 8, 9, 11, 13.5 and 14 will survive the termination of this Agreement.

14. MISCELLANEOUS.

14.1 Entire Agreement. This Agreement, including all Exhibits attached hereto, set forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof, and neither of the parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

14.2 Independent Contractors. In making and performing this Agreement, the Colleges and StraighterLine act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of, the other party.

14.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the parties to the Agreement as follows:

    with a copy to:

    Office of the Provost and Vice President for Academic Affairs
    University of Louisiana System
    1201 North Third Street, Suite 7-300, Baton Rouge, LA 70802

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

14.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both parties.
14.5 Assignment. Neither StraighterLine nor any College may assign this Agreement or the rights and obligations hereunder, including without limitation by operation of law, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that StraighterLine, and its successors and assigns, may assign this Agreement and the rights and obligations hereunder without the consent of ULS or any College in the event of an Acquisition. “Acquisition” is hereby defined as (a) any merger, business combination, consolidation or purchase of outstanding equity of StraighterLine, or its successors or assigns, in a business combination after which the voting securities of StraighterLine, or such successor or assign, outstanding immediately prior thereto represent (either by remaining outstanding or by being converted into voting securities of the surviving or acquiring entity) less than 50% of the combined voting power of the voting securities of StraighterLine, or such successor or assign, or such surviving or acquiring entity outstanding immediately after such event (other than as a result of a financing transaction); (b) any sale of all or substantially all of the equity or assets of StraighterLine, or its successors or assigns (other than in a spin-off or similar transaction); (c) any other form of business combination or acquisition of the business of StraighterLine, or its successors or assigns, in which StraighterLine, or its successors or assigns, is the target of the acquisition; or (d) a conversion into a corporation, or a merger to effectuate the same.

14.6 No Third-Party Beneficiaries. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

14.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

14.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

14.9 Force Majeure. Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party’s reasonable control, including, by way of example, Internet access outside of StraighterLine’s control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate this Agreement upon thirty (30) days’ written notice.

14.10 Governing Law. Any dispute with respect to the Agreement shall be brought and heard in the state court of Louisiana.

14.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

14.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.
The parties agree to the above terms and have executed this Agreement as of the date(s) set forth below.

University of Louisiana System

By (Signature): ____________________________
Name (Printed): ____________________________
Title: ____________________________
Date: ____________________________

StraighterLine, Inc.

By (Signature): ____________________________
Name (Printed): ____________________________
Title: ____________________________
Date: ____________________________

Grambling State University

By (Signature) ____________________________
Title: ____________________________

Louisiana Tech University

By (Signature) ____________________________
Title: ____________________________

McNeese State University

By (Signature) ____________________________
Title: ____________________________

Nicholls State University

By (Signature) ____________________________
Title: ____________________________

Northwestern State University

By (Signature) ____________________________
Title: ____________________________

Southeastern Louisiana University

By (Signature) ____________________________
Title: ____________________________

Univ. of Louisiana at Lafayette

By (Signature) ____________________________
Title: ____________________________

Univ. of Louisiana at Monroe

By (Signature) ____________________________
Title: ____________________________

The University of New Orleans

By (Signature) ____________________________
Title: ____________________________
Exhibit A
Use Cases

**Use Case #1** - Applicants and prospects for which there are concerns about academic readiness and student success, including individuals who place below college-level math or writing or do not meet College’s admissions requirements.

**Use Case #2** - Students facing financial aid caps, affordability concerns, term break, academic progress issues, scheduling misses and/or unmet GenEd requirements.
Services: StraighterLine delivers via the Platform a student success and college readiness program that “stacks” (within a tightly integrated user experience) into degree programs offered by a College. These services include access to the student-paced online courses set forth on Exhibit E.

Features:

- Branded web-based platform and student portal
- Subscription management and payment processing
- Enrollment management services, except where declined as a service by a College
- Dynamic course mapping
- Student success resources, including a self-service topic center
- Up to 10 hours of tutoring per Student
- Guided admissions checklist
- Student cohort progress and performance reporting
- Access to the student-paced online courses set forth on Exhibit E, including all necessary learning management system access
- E-book access provided to students at no additional cost
- Assessments and grading, except where declined as a service by College, and subject to academic oversight of the College as provided in the Agreement.
- Courses have available reference resources, practice resources and homework assignments necessary to prepare for assessments.
- Web-based proctoring for final exams and plagiarism detection software, except where declined as a service by a College
- Participant support services for non-academic questions such as technical support, credit transfer questions, proctoring questions, academic challenges or any concern, will be available via phone or chat Monday - Friday, 8:00am-8:00pm, Saturday - Sunday, 9:30am - 5:00pm EST.
- Online ticketing system for written and off-hour support requests
Exhibit C

Fees

The Courses and Platform are offered by StraighterLine to College at $125.00 per month per active Student, inclusive save for pricing related to further enhancements that may be developed over time. Students will be charged directly out-of-pocket for the Academy Offering, which StraighterLine will collect directly and from which StraighterLine will retain its associated fee(s). For the avoidance of doubt, ULS may determine a price per month to Students. If the price is higher than the fee to StraighterLine, then StraighterLine will retain its portion of the fees from the total amount collected as set forth in Section 8.1 and remit the balance to ULS.
Exhibit D
Service Level Agreement

1) **Availability.** StraighterLine agrees to maintain 99.9% monthly Availability of the Platform, excluding Scheduled Downtime.

"Scheduled Downtime" means the total amount of time during any calendar month, measured in minutes, during which the StraighterLine Services’ core features and functions are unavailable for the majority of active Students according to the Access Protocols, due to planned system maintenance performed by or on behalf of StraighterLine, as set forth in Exhibit C. StraighterLine will exercise reasonable efforts to perform scheduled system maintenance Thursday nights/Friday mornings between the hours of 10:00 PM (Thursday) and 4:00 AM (Friday) Eastern Standard Time. StraighterLine reserves the right to change the scheduled downtime, provided that StraighterLine provides reasonable prior notice prior to modifying such Scheduled Downtime.

"Unscheduled Downtime" means the total amount of time during any calendar month, measured in minutes, during which the StraighterLine Services’ core features and functions are unavailable for access by a majority of active Students, other than Scheduled Downtime and the exceptions otherwise stated in the Agreement.

"Disaster" means a catastrophic event (or series of events that are collectively catastrophic) that results in significant or potentially significant downtime or disruption of the production environment and requires StraighterLine to invoke its disaster recovery plan. StraighterLine has the sole and exclusive right to declare a disaster in its discretion.

"Availability" means, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, Availability for any particular calendar month is determined as follows:

\[
\text{Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}
\]

NOTE: "Total Monthly Time" is deemed to include all minutes in the relevant calendar month excluding scheduled downtime as described above.

2) **Severity Levels.** During the Term of the Agreement StraighterLine will provide support for the Platform and Courses according to the severity levels described below.

<table>
<thead>
<tr>
<th>Severity Description</th>
<th>Response</th>
</tr>
</thead>
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| **Severity 1 (“Critical”)** | • Initial response within 60 minutes;  
• Promptly post a banner notification on each affected Service website informing Students that the Platform or Course, as applicable, is unavailable;  
• Provide a fix or work-around as soon as possible;  
• StraighterLine shall work around the clock until fixed |
| Critical impact on operations due to:  
• inoperability or intermittently operability (restorations of the Platform or a Course lasting less than 1 hour) of one or more major functions;  
• substantial degradation of performance including page load times (within the |
Platform) exceeding 30 seconds (e.g., excluding internet connectivity issues); serious loss and/or corruption of data; or identification of security vulnerabilities which expose Student Data.

- Update College every 30 minutes of the corrective actions taken and status;
- Provide a determination of root cause within 24 hours (if available).

### Severity 2 (“High”)

Severe impact on Academy operations due to:
- limited use of one or more major functions of the Platform; or
- data corruption rendering Student Data unavailable.

- Initial response within 60 minutes;
- Fix or work-around as soon as possible;
- StraighterLine shall work during normal business hours until fixed
- Update College every hour of the corrective actions taken and status;
- Provide a determination of root cause within 72 hours (if available).

### Severity 3 (“Medium”)

Moderate impact on Academy operations due to non-disabling functional limitations of the Platform.

- Initial response within 3 business days;
- Provide a fix or work-around in the next service update or as soon as reasonably practicable.

### Severity 4 (“Low”)

Low impact on Academy operations due to content or cosmetic errors of the Platform.

- Initial response within 5 business days;
- Fix or work-around in the next service update or as soon as reasonably practicable.

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3) **Support Obligation.** A College will be permitted to designate in writing to StraighterLine up to two (2) College personnel for purposes of obtaining Technical Support from StraighterLine (“Eligible College Personnel”). StraighterLine will provide Technical Support to such Eligible College Personnel by means set forth in the following table, subject to the conditions regarding availability with respect to each such form of access as set forth in the table. “**Technical Support**” means the provision of responses by qualified StraighterLine personnel to questions from Eligible College Personnel related to use and operation of the Platform, including basic instruction or assistance related to functional errors in the Platform. Technical Support shall not include response to Severity 1 or 2 outages described in Section 2.

<table>
<thead>
<tr>
<th>FORM OF SUPPORT</th>
<th>AVAILABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Support*</td>
<td>8 x 5 x 365</td>
</tr>
<tr>
<td>Email Support**</td>
<td>8 x 5 x 365</td>
</tr>
</tbody>
</table>

* At such phone number as StraighterLine may provide from time to time. From 9AM ET to 5PM ET.
** At such email address as StraighterLine may provide from time to time. From 9AM ET to 5PM ET.

4) **StraighterLine Access.** A College shall provide such information and/or access to StraighterLine resources as StraighterLine may reasonably require in order to provide Technical Support under this Agreement, including,
without limitation, access via the Internet or via direct modem connection to relevant College servers, access to College facilities, and/or access to, and assistance of, College personnel who possess information required by StraighterLine for purposes of performing its obligations hereunder. StraighterLine shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to the College’s failure to perform its obligations under this Section.

5) Outages.

a) For the purposes of this Section, “Unplanned Outage” or “Outage” means any Severity 1 disruption of the Platform or Courses.

b) If an Unplanned Outage lasts: (i) longer than 48 hours; or (ii) more than 8 hours on 4 or more occasions during a 60-day period, College will have the right to terminate this Agreement within 60 days upon written notice to StraighterLine, and will be entitled to a refund of the unused portion of any prepaid fees and unused credits on the termination date.

6) Limitations to Technical Assistance.

a) Eligible Recipients. StraighterLine shall have no obligation to provide Technical Support, by any means, to any entity or individual other than Eligible Recipients.

b) StraighterLine Corporate Holidays. StraighterLine shall have no obligation to provide Technical Support during any StraighterLine Corporate Holiday.

c) Technical Support Exemptions. Unless otherwise agreed by the Parties, StraighterLine shall have no obligation to provide Technical Support with respect to any Platform error resulting from (i) use of the Platform in violation of the Agreement; or (ii) any combination or integration of the Platform with hardware, software and/or technology not provided by StraighterLine, regardless of whether such combination or integration is permitted under the terms of the Agreement.

7) Scheduled Maintenance. Not less than 5 days before scheduled maintenance StraighterLine will notify the College, by sending an email to _____________ of the purpose of the update and, if the update will make the Platform or a Course temporarily unavailable to the College, the date, time, and duration of each such planned outage along with phone and email contact information. Additionally, StraighterLine will notify the College not less than 1 days in advance of any hot-fixes, security updates or any patch requested by the College.

8) SLA Reporting. Within five (5) business days following the resolution of an Outage of StraighterLine’s Platform lasting sixty (60) or more minutes, StraighterLine agrees to provide College a “post-mortem” report on the Outage. Such report will include, at a minimum: a reasonable summary of the circumstances surrounding the Outage; the cause(s) and resolution; and preventative measures being taken to prevent a similar Outage in the future. For Outages caused by third parties, StraighterLine shall promptly provide the updates they receive from such third parties and any reports “post-mortem” StraighterLine receives thereafter.

9) Web Accessibility. StraighterLine represents that it is committed to serving the needs of Students with qualified disabilities and agrees to provide the Platform and Courses compliant with the standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. StraighterLine further agrees to: (i) use commercially reasonable efforts to remediate WCAG non-compliance in the Platform or any Course, as applicable; and (ii) make any accessibility enhancements of the Platform and Courses available to College on the same basis and timeline as to any of its other customers.

10) Information Security. StraighterLine represents and warrants that: (i) it has implemented reasonable processes and systems for the protection and security of the Confidential Information; (ii) it will cooperate with a College’s reasonable requests to assess the security measures of StraighterLine’s systems; and (iii) any information
provided to the College in a security assessment is or will be accurate and complete to the best of its knowledge. StraighterLine agrees to cooperate with a College’s requests for additional information and updates on those security items that StraighterLine indicated are in process.
### Exhibit E

Courses to be Articulated with Letter Grades by College

<table>
<thead>
<tr>
<th>Straighterline Course</th>
<th>GSU</th>
<th>LA Tech</th>
<th>MSU</th>
<th>NISU</th>
<th>NSU</th>
<th>SLU</th>
<th>ULL</th>
<th>ULM</th>
<th>UNO</th>
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<tbody>
<tr>
<td>Student Success</td>
<td>FYE 101</td>
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<tr>
<td>Introduction to Algebra</td>
<td>Math 99</td>
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<td>MATH 092</td>
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<td>*</td>
<td>MATH 92*</td>
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<td>MATH 0093</td>
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<td>Math 131</td>
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<td>MATH 101</td>
<td>Math 1020/Math 1035</td>
<td>MATH 161</td>
<td>MATH 103</td>
<td>MATH 1011</td>
<td>MATH 115</td>
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<td>Eng 093</td>
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<td>ENGL 0xx</td>
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<td>ENGL 92</td>
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<td>ENGL 101</td>
<td>ENGL 1010</td>
<td>ENGL 101</td>
<td>ENGL 101</td>
<td>ENGL 1001</td>
<td>ENGL 1157</td>
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<td>ENGL Composition 2</td>
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<td>ENGL 102</td>
<td>ENGL 1020</td>
<td>ENGL 102</td>
<td>ENGL 102</td>
<td>ENGL 1002</td>
<td>ENGL 1158</td>
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<td>BIOL 105</td>
<td>BIOL 1010</td>
<td>GBIO 106</td>
<td>BIOL 110</td>
<td>BIOL 1010</td>
<td>BIOL 1053</td>
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<td>Introduction to Business</td>
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<td>BSAD 101</td>
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<td>MGMT 141</td>
<td>BADM 100</td>
<td>BUSN 1001</td>
<td>BA 1000</td>
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<td>Introduction to Communication</td>
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<td>COMM 1010</td>
<td>COMM 215</td>
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<td>COMS 1001</td>
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<td>SOCI 1010</td>
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<td>PSYC 101</td>
<td>PSYC 1010</td>
<td>PSYC 101</td>
<td>PSYC 110</td>
<td>PSYC 2001</td>
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<td>HIST 255</td>
<td>HIST 2010</td>
<td>HIST 201</td>
<td>HIST 221</td>
<td>HIST 2001</td>
<td>HIST 2501</td>
<td></td>
</tr>
</tbody>
</table>

*Qualifies student for college-level math (MATH 100 or 117); NSU Math 1020 or Math 1035; SLU Math 105 or Math 151

**Qualifies student for college-level English (ENGL 101); NSU ENGL 1010

***Articulates as a SPCH elective (SPCH XXX).

****BUAD 1010; 1020; 1040; 1800; 2200

# Offered at LA Delta CC