

Many of the faculty at the various Southern University campuses have expressed deep dissatisfaction with the contract that was agreed upon between **EOServe** and the President of the SU system. The Faculty Senates of SUBR and SUNO have now obtained a comparable contract signed between LSU and **Academic Partnerships, LLC**. When these documents are compared, it becomes evident the extent to which the SU campuses have been disadvantaged by this, from our point of view, poorly negotiated contract. Below we have formatted a side-by-side comparison of the contracts negotiated between:

LSU and Academic Partnerships, LLC. SU President Mason and EOServe

OFFICE OF CONTRACTUAL REVIEW

APPROVED

Office of the Governor
Office of Contractual Review
October 12, 2012
(page 7)

*No evidence of
having been submitted to
OCR for review*

LENGTH OF CONTRACT

Three year contract beginning Feb. 1 2013
ending Jan. 31, 2016
(page 1, item 2.1)

Five year contract, with *automatic*
five year renewal, beginning
Oct. 28, 2011
(page 18. Article VI, sec. 6.1)

TERMINATION FOR CONVENIENCE

“The University (LSU) may terminate the Contract
at any time without penalty by giving thirty (30)
days written notice to the Contractor...”
(page 3, sec. 6.2)

No termination for convenience clause

continued

LSU and Academic Partnerships, LLC. SU President Mason and EOServe

EXCLUSIVITY CLAUSE

No Exclusivity clause

“Exclusivity. During the term of this Agreement, including renewals, Southern University agrees to work exclusively With EOServe Corp.....”
(p. 16, Article IV, sec. 4.2)

TUITION

\$3,191.55 per 15 credit hours
(...graduate in-state tuition...)
(p. 3, section 5.1 PAYMENT TERMS)

No less than \$6,000.00
(“...a per-credit hour cost of no less than four hundred dollars (\$400,00...”).
(pp. 17 – 18, Art. V, sec. 5.3, e ii)

SHARED REVENUE

50%/50%
(p. 3, sec. 5.1 PAYMENT TERMS)

70% EOServe/30% SUS
(p. 18, sec. 5.3, d)

SHARED REVENUE

(Student returns to traditional classroom)
100% LSU

(Student returns to traditional classroom)
40% EOServe/60% SUS
(p. 17, sec. 5.3, d)

BRANDING (LSU)

“Contractor will customize all marketing materials with the LSU “look and feel” so that they blend into LSU’s existing brand identity.”
(p. 9, ATTACHMENT I: *Marketing and*

BRANDING (SUS)

“EOServe Corp.shall be solely responsible for designing and producing the marketing materials.”
(p. 10, Art. III, sec. 3.6, c)

Recruitment)

continued

LSU and Academic Partnerships, LLC. SU President Mason and EOServe

ACADEMIC CONTENT

Builds into LSU academic structure

“LSU faculty will...upload content and materials into the common template for the program in the LSU Moodle infrastructure.”

(p. 5, ATTACHMENT I: *Program Planning*)

[LSU faculty builds on-line structure for future LSU development.]

Builds into the EOServe business model

“In the event EOServe Corp. compensates SU’s subject matter experts and instructional designers to create a particular and individual course content and/or Course Media, said Course shall remain the property of EOServe Corp.”

(p. 5, **DEFINITIONS:** Academic content).

[SU faculty builds on-line structure for future EOServe development.]

Comparison of key elements of these two documents demonstrates just how greatly the SU campuses have been disadvantaged by the Mason/EOServe contract. It is clearly in Southern’s best interests for the SU Board of Supervisor’s to recognize that there is nothing to salvage in this document. Therefore the Faculty Senates of SUBR and of SUNO demand that the SU Board of Supervisors, having in mind the best interests of all of Southern’s campuses, immediately abrogate, reject and declare a dead letter the contract signed between SU system’s president Mason and EOServe.