

# AGENDA

**REVISED**

## LSU BOARD OF SUPERVISORS MEETING

**Friday, December 12, 2014**

Board Room, LSU University Administration Building  
Baton Rouge, Louisiana

**10:00 A.M.**

## COMMITTEE MEETINGS

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### PUBLIC COMMENTS

Public Comments may be made only (1) when they relate to a matter on the agenda and (2) when individuals desiring to make public comments have registered at least one hour prior to the meeting. For additional information see:

<http://www.lsusystem.edu/index.php/board-of-supervisors/public-comments/>

<b>A. ATHLETIC COMMITTEE</b>
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Mr. Blake Chatelain, Chairman
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1. Request by LSU A&M to amend Schedule B-2 of the LSU Athletics Ticket, Parking, and Tradition Fund Policy
2. Report on NCAA litigation

NOTICE: The LSU Board of Supervisors and its Athletic Committee may go into executive session pursuant to La. R.S.42:17(A)(2) to discuss the following matters that are currently in litigation involving or having the potential to impact LSU:

1. O'Bannon v. NCAA, et al., No. C09-3329CW (N.D. Cal.)
2. Keller v. NCAA, et al., No. 09-cv-1967 CW (N.D. Cal.)
3. Jenkins v. NCAA, et al., No. 14-cv-02758-CW (N.D. Cal.)
4. Northwestern University (Employer) and College Athletes Players Association (Petitioner), Case 13-RC-121359 (NLRB Region 13)
5. Sackos v. NCAA, et al., No. 1:14-cv-01710-WTL-MJD (S.D. Ind.)
6. In Re NCAA Student-Athlete Concussion Injury Litigation, MDL No. 2492, No. 1:13-cv-09116
7. Minnis v. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, et al., No. 3:13-cv-00005 (M.D. La.)

**B. RESEARCH AND ECONOMIC DEVELOPMENT  
COMMITTEE**

Mr. Jim McCrery, Chairman

1. Presentation on Commercialization & Technology Transfer Activities at LSU Campuses and Recommendation to provide additional support for the LSU LIFT<sup>2</sup> fund

**C. PROPERTY AND FACILITIES COMMITTEE**

Mr. Rolfe McCollister, Jr., Chairman

1. Recommendation to Approve the Schematic Design for the LSU Kappa Sigma Fraternity House
2. Recommendation to Approve the Schematic Design of the LSU Tiger Athletic Nutrition Center
3. Recommendation to Approve the Lease Agreement for Construction of the LSU Tiger Athletic Nutrition Center
4. Recommendation to amend the 2015 Capital Outlay Budget Request to include projects at the Louisiana State University Agricultural Center
  - AgCenter, Food Innovation Center
  - AgCenter, Plant Pathology Teaching Laboratory Renovations
5. Recommendation to approve Pipeline Right of Way and Surface Easement for LSU A&M with Texas Edwards d/b/a Kriti TE Energy in Terrebonne Parish
6. Status Report on LSU Housing, Parking, and Energy Management Initiatives

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**D. FINANCE, INFRASTRUCTURE, AND CORE  
DEVELOPMENT COMMITTEE**

Mr. Scott Ballard, Chairman

1. Request from LSU A&M for delegation of Board authority to the President to approve an agreement for the College of Engineering Program in Jakarta, Indonesia
  2. Recommendation to amend the Bylaws and Regulations of the Board, Related to Rights, Duties, and Responsibilities of Principal Administrative Officers of the University System and the Uniform Personnel Policy, and other related matters
  3. Request from Paul M. Hebert Law Center for authorization to implement a retirement incentive plan
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**E. AUDIT COMMITTEE**

Mr. Stanley Jacobs, Chairman

The Audit Committee will meet in the President's Conference Room following the Integrated Committee Meetings and the Board Meeting. The Committee may go into Executive Session in accordance with the provisions of LA. R.S. 42:6.1 A (4)

**AGENDA**  
**LSU BOARD OF SUPERVISORS MEETING**

**Friday, December 12, 2014**  
**Following Committee Meetings**

**Ms. Ann Duplessis, Chair**

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of the Minutes of the Board Meeting held on October 24, 2014
4. President's Report
5. Personnel Actions Requiring Board Approval
6. Reports from the Council of Staff Advisors and the Council of Faculty Advisors
7. Reports to the Board
  - A. FY 2014 4<sup>th</sup> Quarter Audit Summary
  - B. FY 2014 Office of Internal Audit Annual Report
8. Approval of Consent Agenda Items
  - A. Request approval of degrees to be conferred at the Fall 2014 commencement exercises
  - B. Request approval from LSU A&M to name the LSU Honors College the "Roger Hadfield Ogden Honors College"
  - C. Request from LSU A&M for full approval of the Institute for Advanced Materials
  - D. Request approval from LSU A&M to establish the Master of Digital Media Arts & Engineering
  - E. Request approval from LSU Health Sciences Center in New Orleans for reauthorization of the Neuroscience Center of Excellence
  - F. Request approval from LSU A&M to establish a Graduate Certificate Program in Behavior and Health
  - G. Request approval from LSU A&M to establish a Graduate Certificate in Life Span Studies
  - H. Request approval from LSU A&M to establish a Graduate Certificate Program in Mathematics for Advanced Secondary Instruction
  - I. Request approval from LSU A&M to establish a Graduate Certificate Program in Econometrics



- J. Request approval from LSU A&M to establish the Freeport-McMoRan Endowed Chair in Economics #2 in the E. J. Ourso College of Business based on a donation of \$600,000
- K. Request approval from LSUA to establish the Howard and Eloise Mulder Endowed Chair in the Arts, Department of Arts, English and Humanities based on a donation of \$600,000
- L. Request approval from LSUA to establish the following Endowed Professorships based on donations of \$60,000:
- Capital One Endowed Professorship in Business
  - Howard and Eloise Mulder Endowed Professorship #2
  - Howard and Eloise Mulder Endowed Professorship #3
- M. Request approval from LSUA to establish the following Scholarships based on donations of \$60,000:
- Howard and Eloise Mulder Endowed Scholarship #1 for First Generation College Students
  - Howard and Eloise Mulder Endowed Scholarship #2 for First Generation College Students
  - Howard and Eloise Mulder Endowed Scholarship #3 for First Generation College Students
  - Howard and Eloise Mulder Endowed Scholarship #4 for First Generation College Students
  - Howard and Eloise Mulder Endowed Scholarship #5 for First Generation College Students
- N. Request from LSU A&M to approve a Revised Servitude Agreement with John and Frances Monroe
- O. Authorization for the LSU President and Chancellor to approve football post-season additional compensation in accordance with existing Board Policy or Coaches' Contracts

9. Committee Reports

**A. ATHLETIC COMMITTEE**

Mr. Blake Chatelain, Chairman

**B. RESEARCH AND ECONOMIC DEVELOPMENT  
COMMITTEE**

Mr. Jim McCrery, Chairman

**C. PROPERTY AND FACILITIES COMMITTEE**

Mr. Rolfe McCollister, Jr., Chairman

**D. FINANCE, INFRASTRUCTURE, AND CORE  
DEVELOPMENT COMMITTEE**

Mr. Scott Ballard, Chairman

**E. AUDIT COMMITTEE**  
Mr. Stanley Jacobs, Chairman

10. Request consent for President F. King Alexander to recommend the reappointment of Mr. Henry A. Miller to the University Medical Center Management Corporation Board of Directors
11. Recommendation to approve Honorary Doctorate Degree
12. Chairman's Report
13. Adjournment

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October 24, 2014

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## MINUTES

### REGULAR BOARD MEETING

October 24, 2014

1. Call to Order and Roll Call

Mrs. Ann D. Duplessis, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the System Building, Baton Rouge, Louisiana, on October 24, 2014 at 1:30 pm.

The secretary called the roll.

PRESENT

Mrs. Ann D. Duplessis  
Chair  
Mr. Ronnie R. Anderson  
Mr. Scott Ballard  
Mr. Garret "Hank" Danos  
Mr. Jack E. Lawton, Jr.  
Mr. Rolfe McCollister  
Mr. James W. Moore, Jr.  
Mr. Brandon Crain

Mr. Raymond J. Lasseigne  
Chairman-Elect  
Mr. Scott Angelle  
Mr. R. Blake Chatelain  
Mr. Stanley J. Jacobs  
Mr. Lee Mallett  
Mr. Jim McCrery  
Mr. Stephen Perry

ABSENT

Mr. Robert "Bobby" Yarborough

Also present for the meeting were the following: Dr. F. King Alexander, President and Chancellor; LSU System, Mr. Shelby McKenzie, Lead Counsel, LSU System officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

Public Comments

There were no public comments at the Board Meeting.

2. Invocation and Pledge of Allegiance

Chair Duplessis recognized Dr. William Nunez, Chancellor LSU Eunice whose campus was represented at the meeting. Dr. Nunez introduced two students and faculty member from LSU Eunice.

The invocation was given by Mikelyn Manuel, a freshman majoring in pre-med. The Pledge of Allegiance was led by student Jontre' Mitchell who is part of the Quality Enhancement Program (QEP) in Mathematics.

Faculty member, Professor Jamie Thibodeaux, Mathematics Instructor and the Coordinator of the Quality Enhancement Plan in Modular Mathematics spoke about her productive role in the new QEP program and the notable success in students' completion of remedial mathematics.

3. Approval of the Minutes of the Board Meeting held on September 12, 2014

Upon motion of Mr. Lasseigne, seconded by Mr. Danos the Board voted unanimously to approve the Minutes of the Regular Board Meeting held on September 12, 2014, in Baton Rouge, Louisiana.

4. Approval of the Minutes of the Special Board Meeting held on October 1, 2014

Upon motion of Mr. Chatelain, seconded by Mr. Ballard the Board voted unanimously to approve the Minutes of the Special Board Meeting held on October 1, 2014, in Baton Rouge, Louisiana.

5. President's Report

Dr. F. King Alexander, President, LSU System recognized:

Mr. Brandon Crain, Student Member Board of Supervisors;

Ms. Dawn Harris, President and CEO Campus Federal Credit Union;

Chancellor Bob Barish, LSU Health Sciences Center Shreveport;

Chancellor Jack Weiss, LSU Paul Hebert Law Center;

Each provided recent activities, awards and contributions regarding their respective campuses.

6. Personnel Actions Requiring Board Approval

Shelby McKenzie, Lead Counsel, LSU System, advised the Board there was an error on the last page of the Personnel Actions under salary. It listed a date of 9/13/2024 and it should have been an amount of \$45,548. With this noted, Mr. McKenzie stated the President's staff has reviewed the actions and they were found to be in compliance with University regulations and were recommended for Board approval.

Upon motion of Mr. Chatelain, seconded by Mr. Ballard, the Board voted to approve the Personnel Actions as presented. **(Copy of Personnel Actions on file in the Office of the LSU Board of Supervisors of Louisiana State University)**

7. Report from the Council of Faculty Advisors

Dr. James Robinson, Professor of Sociology and President of LSU Eunice Faculty Senate furnished informational report.

8. Reports to the Board

Upon motion by Mr. Moore, and seconded by Mr. Chatelain, the Board voted unanimously to accept the following reports:

8A. FY 2014-2015 1st Quarter Consolidated Investment Report (Written Report Only)-Available on LSU System Website

- 8B. FY 2014-2015 1st Quarter Consolidated Financial Report (Written Report Only)-Available on LSU System Website
- 9. Approval of Consent Agenda Items

Chair Duplessis offered the following recommendation:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Consent Agenda items as submitted.

A motion was made by Mr. Chatelain and seconded by Mr. Anderson to approve the Consent Agenda as well as the committee resolutions which were unanimously approved by the committees. The Board voted unanimously to approve the Consent Agenda and all committee resolutions.

- 9A. Request from LSU A&M for delegation of board authority for the Vice President for Finance and Administration/CFO to Determine Participation in the Municipalities Continuing Disclosure Cooperative (MCDC) Initiative of the Securities Exchange Commission (SEC)

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board") that:

**SECTION 1.** The Board hereby authorizes and directs the Vice President for Finance and Administration/CFO of Louisiana State University to consult with counsel to the Board and Bond Counsel to the Board to determine compliance with the Board's disclosure obligations in connection with Prior Undertakings in official statements delivered in connection with the Bonds and whether the Board may desire to participate in the Municipalities Continuing Disclosure Cooperative Initiative (the "MCDC Initiative") with respect thereto. The Board also hereby authorizes the Vice President for Finance and Administration/CFO, after such review and after consultation with counsel, to determine whether the Board should participate in the MCDC Initiative and to take all necessary actions in connection therewith, keeping in mind the deadline established by the SEC for reporting under the MCDC Initiative is currently December 1, 2014.

**SECTION 2.** If the Vice President for Finance and Administration/CFO, in his sole discretion, determines such filing is advisable, the Board hereby authorizes the Vice President for Finance and Administration/CFO to file with Securities and Exchange Commission (the "SEC") the Municipalities Continuing Disclosure Initiative Questionnaire (the "Questionnaire") in connection with the Bonds of the Board issued for the benefit of the Entities, and the Vice President for Finance and Administration/CFO is hereby authorized to execute the Questionnaire for, on behalf of and in the name of the Board. The Questionnaire shall be in the required form, with information to be completed by the Vice President for Finance and Administration/CFO upon the advice of counsel to the Board and Bond Counsel to the Board. The signature of the Vice President for Finance and Administration/CFO upon the Questionnaire, or as may be otherwise required for or necessary, convenient or appropriate to effect the purposes of this resolution, is deemed to be conclusive evidence of his/her due exercise of the authority vested in such officer hereunder.

**SECTION 3.** The Vice President for Finance and Administration/CFO is further authorized to execute an agreement on behalf of the Board containing such standard terms as may be required by the SEC.



**SECTION 4.** The Vice President for Finance and Administration/CFO is hereby authorized to take any and all other action as may be necessary or desirable in order to carry out the provisions of this resolution.

9B. Request from LSU Health Sciences Center in Shreveport for approval of Mission Statement

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the following Mission Statement for LSUHSC-S.

The primary mission of Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) is to teach, heal, and discover, in order to advance the well-being of the region and beyond. LSUHSC-S encompasses the Schools of Medicine, Graduate Studies, and Allied Health Professions in Shreveport. In implementing its mission, LSUHSC-S is committed to:

- Educating physicians, basic scientists, residents, fellows and allied health professionals based on state-of-the-art curricula, methods, and facilities, preparing students for careers in health care service, teaching and research.
- Providing state-of-the-art clinical care, including a range of tertiary special services, to an enlarging and diverse regional base of patients.
- Achieving distinction and international recognition for basic science and clinical research programs that contribute to the body of knowledge and practice in science and medicine.
- Supporting the region and the State in economic growth and prosperity by utilizing research and knowledge to engage in productive partnerships with the private sector.
- Fostering a culture of diversity and inclusion that promotes mutual respect for all.

9C. Request approval from LSU Health Sciences Center in Shreveport for reauthorization of the Center of Excellence for Cancer Research, Treatment, and Education

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request from the LSU Health Sciences Center in Shreveport for full approval for a five-year term of the Center of Excellence for Cancer Research, Treatment, and Education, subject to approval by the Louisiana Board of Regents.

9D. Request approval from LSU Paul M. Hebert Law Center to establish one Endowed Professorship:

- James Huntington and Patricia Kleinpeter Odom Professorship

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the James Huntington and Patricia Kleinpeter Odom Professorship in the LSU Paul M. Hebert Law Center, and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorship.

- 9E. Request approval from LSU Paul M. Hebert Law Center for reauthorization of the George W. and Jean H. Pugh Institute for Justice

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the LSU Paul M. Hebert Law Center's request for reauthorization of the LSU George W. And Jean H. Pugh Institute for Justice, subject to approval by the Board of Regents.

- 9F. Request approval from LSU A&M for reauthorization of the National Center for Advanced Manufacturing

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request for reauthorization of the National Center for Advanced Manufacturing, subject to approval by the Board of Regents.

- 9G. Request approval from LSU A&M for reauthorization of the Center for Internal Auditing

**NOW, THEREFORE, BE IT RESOLVED** that The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request for reauthorization of the LSU Center for Internal Auditing, subject to approval by the Board of Regents.

- 9H. Request approval from LSU A&M for reauthorization of the Center for Rotating Machinery

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request for the reauthorization of the Center for Rotating Machinery, subject to approval by the Board of Regents.

- 9I. Request approval from LSU A&M to establish three Endowed Professorships:

- Judith Walker Gibbs Professorship #2 in the College of Human Sciences and Education
- Neil Odenwald Distinguished Professorship in Landscape Architecture in the College of Art and Design
- Robert H. Chabreck Professorship in Coastal Wildlife Resource Management in the Agricultural Center

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the following Endowed Professorships at LSU:

- Judith Walker Gibbs Professorship #2 in the College of Human Sciences and Education
- Neil Odenwald Distinguished Professorship in Landscape Architecture in the College of Art and Design
- Robert H. Chabreck Professorship in Coastal Wildlife Resource Management in the Agricultural Center

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorships.

- 9J. Request approval of a Cooperative Endeavor Agreement for Shared Services in Support of Technology Transfer between the LSU Research & Technology Foundation and the LSU Board of Supervisors on behalf of its research campuses

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the Cooperative Endeavor Agreement, effective July 1, 2014, between the LSU Research & Technology Foundation and the Board on behalf of the five LSU research campuses, for shared services in support of technology transfer, and authorizes the President to sign any related documents or subsequent amendments to Agreement.

- 9K. Request approval to accept the transfer of the Ernest C. and Yvette C. Villere Chair in Neuroscience, and its associated funds, from the University of New Orleans to the LSU Health Sciences Center New Orleans

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby accepts the transfer of the Ernest C. and Yvette C. Villere Chair in Neuroscience and its associated funds from the University of New Orleans for the benefit of the LSU Health Sciences Center New Orleans, pursuant to the request of the donor, and

**BE IT FURTHER RESOLVED** that the Board does hereby authorize the President or his designee to take all steps and sign all documents necessary to effectuate this transfer and to reestablish the chair in accord with Board of Regents policies and requirements for the benefit of the LSU Health Sciences Center New Orleans.

10. Committee Reports

- 10A. Property and Facilities Committee

Mr. McCollister, Chairman of the Property and Facilities Committee, reported that the Committee received one (1) recommendation for consideration for Board approval and one (1) report. It is the recommendation of the Committee that the recommendation receive Board approval.

10A1. Report to the Board of Supervisors on Huron Consulting Engagement Recommendations-Next Steps

Dr. Layzell gave a presentation on several initiatives supporting the goals of LSU 2015 in the areas of housing, parking and energy management.

10A2. Request from LSU A&M to authorize an Intent to Lease Agreement with the LSU Foundation for the Nicholson Gateway Development

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to execute an Intent to Lease agreement between LSU and the LSU Property Foundation, which agreement shall provide for, in addition to such other terms and conditions as he deems to be in the best interests of LSU, the following:

1. That the Foundation will, through a competitive process, engage one or more nationally respected project managers with significant experience in similar projects to assist in: (i) the selection of a Master Developer for the Nicholson Gateway and (ii) the negotiation of terms and conditions of a lease agreement with the selected Master Developer, with the possibility of an option, at the mutual agreement of LSU and the Foundation, for (iii) overseeing the construction of the Nicholson Gateway facilities;
2. That the Foundation, through a competitive process and with the advice of the project manager and the participation of the project management team, select a Master Developer for the Nicholson Gateway project and potentially, at LSU's discretion, construction and operation of other residential halls elsewhere on campus, and negotiate the terms and conditions of a lease between LSU and the Foundation and a sublease between the Foundation and the Master Developer;
3. That the Foundation will create a project management team of 13 individuals, six of whom shall be LSU employees designated by the LSU President; and
4. That any proposed lease and Master Developer Agreement resulting from this process shall be subject to approval by this Board as provided in the Bylaws and the Uniform Affiliation Agreement; and

**BE IT FURTHER RESOLVED** that the development of the Nicholson Gateway project through this process shall be consistent with the Master Plan for the Nicholson Gateway previously approved by this Board, except as follows:

1. The amount of retail space shall be scaled down significantly from that shown in the Master Plan, and the remaining retail space should be primarily aimed at meeting the needs of LSU students and visitors to Tiger Stadium, Mike the Tiger, and similar LSU locations;
2. The additional office building and LSU-affiliated market-rate housing shall be eliminated;

3. A nutrition facility and a residence hall shall be included in an appropriate location near to existing athletic facilities in accordance with the revised master plan; and
4. The nutrition facility shall be developed through a separate process than the one set forth above, subject to all required Board and campus review processes; and

**BE IT FURTHER RESOLVED** that if the President determines that it is in LSU's best interests to use this Intent to Lease Agreement to negotiate for the construction and operation of other replacement residential halls elsewhere on the LSU campus, the following planning principles shall be followed:

1. The location and construction of the replacement halls should be consistent with the LSU Master Plan;
2. Overall residence hall capacity should not decrease due to construction of replacement halls;
3. Replacement halls should be consistent with LSU architectural and construction standards;
4. Replacement halls should contain amenities and spaces that support the living-learning mission of on-campus housing, such as classrooms, faculty offices, study spaces, etc.;
5. LSU should maintain full control over residential life functions and other operations that involve interacting with students, with the Developer providing maintenance and similar services; and
6. Any private development project must stand on its own financially, without any LSU subsidies.

10B. Finance, Infrastructure, and Core Development Committee

Mr. Ballard, Vice Chair of Finance, Infrastructure, and Core Development Committee, reported that the Committee received two (2) recommendations for consideration and one (1) presentation for Board approval. It is the recommendation of the Committee that the recommendations receive Board approval.

10B1. Recommendation to approve FY 2015-16 Operating Budget Request

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby provide authority to the President/Chancellor to approve the preliminary proposed budget request for the year ending June 30, 2016, said request consisting of state appropriations and total funds for the campuses based on the requests of the respective campuses and the preliminary Board of Regents funding formula, which requests are incorporated herein by reference;

**BE IT FURTHER RESOLVED** that the Board does hereby authorize the President/Chancellor to continue to work with the Board of Regents on the appropriate formula methodology and budget request for the LSU units to be used for the FY 2015-2016 budget request and, with notice to the Board, to act on behalf of the Board in approving the final FY 2015-2016 budget request for the institutions of the LSU System. The Board hereby delegates all such authority necessary to accomplish such purposes.

**BE IT FURTHER RESOLVED** that the Board does hereby approve the proposed requests for operational or expanded need activities, based on the information provided by the respective campuses in response to the request by the higher education budget manager of the state Division of Administration, which requests are incorporated herein by reference; and

**BE IT FURTHER RESOLVED** that transactions included or referred to in the proposed operating budget that otherwise require Board approval are not approved by mere inclusion in the proposed operating budget.

10B2. Request from LSU A&M to authorize acquisition of an Enterprise Resource Planning Solution

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes its President, Dr. F. King Alexander, or his designee to execute one or more contracts to acquire and implement a Software-as-a-Service system to provide human resources, accounting, and other related administrative software functions, with the contract(s) to contain the terms and conditions that the President deems in the best interests of LSU; and

**BE IT FURTHER RESOLVED** that prior to final contract execution, the President will notify the Board Chair, Chair-Elect, Immediate Past Chair, and the chair of the appropriate Board Committee of the final terms of the contract or contracts.

10B3. Presentation of Fall 2014 14th Day Enrollment & Trend Report

**A copy of this written report is on file in the Office of the LSU Board of Supervisors of Louisiana State University.**

10C. Athletic Committee

Mr. Chatelain, Chairman Athletic Committee, reported that the committee received two (2) recommendations for consideration. It is the recommendation of the Committee that the recommendations receive Board approval.

10C1. Request by LSU A&M to amend Schedule B-2 of the LSU Athletics Ticket, Parking, and Tradition Fund Policy

**WHEREAS**, Louisiana State University maintains a comprehensive policy for tickets, parking, and the tradition fund for athletic events, known as the Athletics Ticket, Parking, and Tradition Fund Policy, also included is the;

**WHEREAS**, the President & Chancellor has recommended this alteration to the Athletics Ticket, Parking, and Tradition Fund Policy;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that it hereby approves to amend this schedule included in the Athletics Ticket, Parking, and Tradition Fund Policy.

10C2. Request from LSU A&M to approve an amendment to the contract for John H. "Johnny" Jones, Head Coach, Men's Basketball

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President and Chancellor, or his designee, to sign the Amendment of Employment Agreement with Men's Basketball Head Coach, John H. "Johnny" Jones, and to include in such Amendment such terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

10D. Audit Committee

Mr. Stanley Jacobs, Chairman of the Audit Committee, reported that the Committee had two (2) presentations. No action was necessary.

10D1. Presentation of FY 2014 4<sup>th</sup> Quarter Audit Summary

10D2. Presentation of FY 2014 Internal Audit Annual Report

11. Chair's Report

Chair Duplesis announced that the Audit Committee would meet in the President's Conference Room upon adjournment.

The next Board Meeting will be held in Baton Rouge on December 12, 2014.

12. Adjournment

There being no further business to come before the Board, the meeting was adjourned at 2:30 pm.

Kay Miller  
Administrative Secretary to the Board  
LSU Board of Supervisors

**PERSONNEL ACTIONS REQUIRING**

**BOARD APPROVAL**

**DECEMBER 12, 2014**



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**December 12, 2014**

**A. Campus Personnel Actions**

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Personnel Actions Requiring Board Approval  
December 12, 2014

**APPOINTMENTS**

**LSU A&M**

<b><u>Name</u></b>	<b><u>Effective</u></b>	<b><u>Title</u></b>	<b><u>Salary</u></b>	<b><u>Source</u></b>
Skinner, Thomas V	1/1/2015	General Counsel - Office of the President	270,000	State

Personnel Actions Requiring Board Approval  
December 12, 2014

**RAISES**

**LSU ALEXANDRIA**

<u>Name</u>	<u>Effective</u>	<u>Reason</u>	<u>Title</u>	<u>Old Salary</u>	<u>New Salary</u>	<u>Difference</u>	<u>Source</u>	<u>Pct. Chg.</u>
Porche, Brent	11/3/2014	Additional duties	Head Baseball Coach and Interim Athletic Director	45,000	58,000	13,000	State	29%

**LSU HEALTH SCIENCES CENTER - NEW ORLEANS**

Schroth, Keith	1/1/2015	Vice Chancellor for Business Development and Associate Dean for Fiscal Affairs, School of Medicine		244,092	268,502	24,410	State	10%
Ulrich, Terry	1/1/2015	Vice Chancellor for Finance		248,700	278,544	29,844	State	12%

Please see attached lists of Merit increases for Faculty and Staff needing approval by the Board of Supervisors

LSUHSC-New Orleans Increases that Require Approval by the Board of Supervisors  
Faculty  
Effective 1/1/15

Last Name	First Name	Title	Dept Name	Old Salary	Merit Increase	New Salary	Percent Increase
Nelson	Steve	DEAN OF MAJOR ACADEMIC AREA	M/S-Administration	299,750	11,990	311,740	4.0%
Bazan	Nicolas	DIRECTOR OF MAJOR ACADEMIC AREA	Ophthalmology	288,597	11,544	300,141	4.0%
Gremillion	Henry	DEAN OF MAJOR ACADEMIC AREA	LSUNO DENTISTRY	270,000	10,800	280,800	4.0%
Haas	Arthur	DEPARTMENT HEAD/CHAIRMAN	LSUNO Biochemistry	262,397	10,496	272,893	4.0%
Molina	Patricia	DEPARTMENT HEAD/CHAIRMAN	LSUNO Physiology	254,800	10,192	264,992	4.0%
Ochoa	Augusto	PROFESSOR	Pediatrics	250,780	10,031	260,811	4.0%
Cairo	Jimmy	DEAN OF MAJOR ACADEMIC AREA	LSUNO A/H-Administration	250,679	10,027	260,706	4.0%
Moerschbacher	Joseph	VICE CHANCELLOR FOR ACADEMIC A	CHANCELLOR	250,591	10,024	260,615	4.0%
Hovland	Eric	PROFESSOR	LSUNO Dental School-Dean	245,957	9,838	255,795	4.0%
McClugage	Samuel	ASSOCIATE DEAN OF MAJOR ACADEM	M/S-Administration	233,038	9,322	242,360	4.0%
Ramsay	Alistair	DEPARTMENT HEAD/CHAIRMAN	LSUNO Microbiology & Im	229,690	9,188	238,878	4.0%
Porche	Demetrius	DEAN OF MAJOR ACADEMIC AREA	Nursing School-Dean	228,764	9,151	237,915	4.0%
Backes	Wayne	ASSOCIATE DEAN OF MAJOR ACADEM	LSUNO Pharmacology	211,804	8,472	220,276	4.0%
Trapido	Edward	ASSOCIATE DEAN OF MAJOR ACADEM	P/H DEAN'S OFFICE	211,150	8,446	219,596	4.0%
Varner	Kurt	DEPARTMENT HEAD/CHAIRMAN	LSUNO Pharmacology	210,783	8,431	219,214	4.0%
Culbertson	Richard	DIRECTOR OF ACADEMIC AREA	HEALTH POLICY/SYSTEMS MGT	200,200	8,008	208,208	4.0%
Scribner	Richard	PROFESSOR	EPIDEMIOLOGY	189,262	7,570	196,832	4.0%
Bazan	Haydee	PROFESSOR	Ophthalmology	183,877	7,355	191,232	4.0%
Himel	Van	DEPARTMENT HEAD/CHAIRMAN	LSUNO Endodontics	182,000	7,280	189,280	4.0%
Kapusta	Daniel	PROFESSOR	LSUNO Pharmacology	178,266	7,131	185,397	4.0%
Honore	Peggy	ASSOCIATE PROFESSOR - RESEARCH	HEALTH POLICY/SYSTEMS MGT	178,191	7,128	185,319	4.0%
Mercante	Donald	ASSOCIATE DEAN OF MAJOR ACADEM	P/H DEAN'S OFFICE	175,000	7,000	182,000	4.0%
Chauvin	Shella	PROFESSOR	Medicine	172,884	6,915	179,799	4.0%
McDonough	Kathleen	ASSOCIATE DEAN OF MAJOR ACADEM	LSUNO Physiology	170,082	6,803	176,885	4.0%
Andrieu	Sandra	ASSOCIATE DEAN OF MAJOR ACADEM	LSUNO DENTISTRY	169,681	6,787	176,468	4.0%
Sothorn	Melinda	PROFESSOR	COMMUNITY/BEHAVIORAL HEALTH	166,487	6,659	173,146	4.0%
Bagby	Gregory	DISTINGUISHED PROFESSOR	LSUNO Physiology	166,401	6,656	173,057	4.0%
Thomas	Sarah	PROFESSOR	COMMUNITY/BEHAVIORAL HEALTH	161,036	6,441	167,477	4.0%

LSUHSC-New Orleans Increases that Require Approval by the Board of Supervisors  
 Faculty  
 Effective 1/1/15

Last Name	First Name	Title	Dept Name	Old Salary	Merit Increase	New Salary	Percent Increase
Levitzky	Michael	COORD OF ACADEMIC AREA	LSUNO Physiology	160,345	6,414	166,759	4.0%
Winsauer	Peter	PROFESSOR	LSUNO Pharmacology	157,818	6,313	164,131	4.0%
Badeaux	Jennifer	ASSISTANT DIRECTOR OF MEDICAL	Nursing CRNA Program	155,000	6,200	161,200	4.0%
Delcarpio	Joseph	ASSOCIATE DEAN OF STUDENT AFFA	M/S-Administration	154,154	6,166	160,320	4.0%
Gregory	Paula	DIRECTOR OF ACADEMIC AREA	LSUNO Genetics	154,143	6,166	160,309	4.0%
Mendez	Arturo	DEPARTMENT HEAD/CHAIRMAN	LSUNO Prosthodontics	153,400	6,136	159,536	4.0%
Swartz	William	PROFESSOR	LSUNO Anatomy	148,673	5,947	154,620	4.0%
Kalli	David	INSTRUCTOR	Nursing CRNA Program	148,500	5,940	154,440	4.0%
LaMotte	Lynn	PROFESSOR	BIostatistics	147,048	5,882	152,930	4.0%
Martin	Jennifer	INSTRUCTOR	Nursing CRNA Program	144,500	5,780	150,280	4.0%

LSUHSC-New Orleans Increases that Require Approval by the Board of Supervisors  
Staff

Effective January 1, 2015

Last Name	First Name	Title	Dept Name	Old Salary	Merit Increase	New Salary	Percent Increase
Owens	Bettina	ASST VICE CHAN FOR COMPUTER SE	Vice Chancellor for Administra	182,858	7,314	190,172	4.0%
Ball	John	ASSOC VICE CHANCELLOR	Vice Chancellor for Administra	179,059	7,162	186,221	4.0%
Crumholt	Carolyn	DIRECTOR OF DATA PROCESSING/CO	Information Technology-Adminis	156,293	6,252	162,545	4.0%
Boe	Kenneth	DIRECTOR OF DATA PROCESSING/CO	Information Technology-Adminis	147,680	5,907	153,587	4.0%
Gardner	Ronald	VICE CHANCELLOR (CAMPUS)	CHANCELLOR	135,836	5,433	141,269	4.0%
Vidrine	Christopher	Director of External Relations	CHANCELLOR	132,712	5,308	138,020	4.0%
Barrilleaux	Michael	IT PROJECT COORDINATOR	Information Technology-Adminis	129,558	5,182	134,740	4.0%
Parker	Robert	DIRECTOR OF PURCHASING	Purchasing	125,295	5,012	130,307	4.0%
Fahy	Robert	EXECUTIVE DIR NON ACADEMIC ARE	ENVIRONMENTAL HEALTH & SAFETY	124,800	4,992	129,792	4.0%
Blanchard	Nicole	ASSISTANT COMPTROLLER	A/S-General Accounting	124,555	4,982	129,537	4.0%

Personnel Actions Requiring Board Approval  
December 12, 2014

**PROMOTIONS**

**LSU A&M**

<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Old Salary</u>	<u>New Salary</u>	<u>Difference</u>	<u>Source</u>	<u>Percent</u>
Mayne, James	8/1/2014	Director of Utility Systems	125,866	132,159	6,293	State	5%

**LSU HEALTH SCIENCES CENTER - NEW ORLEANS**

<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Old Salary</u>	<u>New Salary</u>	<u>Difference</u>	<u>Source</u>	<u>Percent</u>
Divincenti, Anthony	11/1/2014	Associate Dean of the School of Dentistry	117,852	157,000	39,148	State	34%
Gallo, John	11/1/2014	Associate Dean of the School of Dentistry	161,734	193,989	32,255	State	20%

**APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP**

LSU A&M - Compensation from the LSU A&M Foundation

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Aghazadeh, Fereydoon	8/18/2014	Continue	Georgia Gulf Distinguished Professorship	109,634	5,000
Andrews, Frank	8/18/2014	Continue	LVMA Equine Committee Professorship	159,661	0
Bao, Hulming	8/18/2014	Continue	Charles L Jones Professorship in Geiology & Geophysics	95,286	10,792
Bart, Sophie	8/18/2014	Continue	AASP Center for Excellence in Palynology Professorship	92,817	9,000
Barthelemy, Juan Jerry	10/1/2014	New	Juvenile Justice Professorship in the School of Social Work	53,729	0
Bentley, Samuel	8/18/2014	Continue	Billy and Ann Harrison Endowed Chair	137,426	12,474
Benton, Michael	8/18/2014	Continue	Bernard S Pressburg Memorial Professorship	96,340	5,000
Berryman, Charles	8/18/2014	Continue	CEFT Chair in Engineering	150,744	0
Cai, Chunsheng	8/18/2014	Continue	Edwin B and Norma S McNeil Professorship	115,925	5,000
Casbergue, Renee	8/18/2014	Continue	Vira Franklin and James R Eagles Endowed Professorship in the College of Human Sciences and Education	88,456	0
Chance, Donald	8/18/2014	Continue	James C Flores Endowed Chair of MBA Studies	210,944	35,000
Chandler, Timothy David	7/1/2013	New	Dan J Moller Professorship	211,663	0
Chen, Qin Jim	8/18/2014	Continue	CSRS Distinguished Professorship in Coastal Engineering	123,451	5,000
Choate, Laura	10/1/2014	New	Jo Ellen Yates Professorship #2 in the School of Education	70,923	0
Constant, William David	8/18/2014	Continue	Humphreys T Turner Endowed Professorship	142,973	5,000
Czarnecki, Leszek	8/18/2014	Continue	Alfredo M Lopez Professorship in the College of Engineering	115,315	5,000
Dahi Taleghani, Arash	8/18/2014	Continue	Murray F and Julia W Hawkins Professorship in Petroleum Engineering	94,879	0
Daniels-Race, Theda	8/18/2014	Continue	Michael B Voorhies Professorship #4 in Electrical Engineering	114,547	5,000
DeQueiroz, Marcio	8/18/2014	Continue	Roy O Martin Lumber Company Professorship in the College of Engineering	106,053	5,000
Devireddy, Ramachandra	8/18/2014	Continue	Louisiana Land Exploration Company College of Engineering Endowed Professorship	106,078	5,000
Dutrow, Barbara	8/18/2014	Continue	A G Gueymard Professorship in the College of Basic Sciences	103,713	1,377
Elseifi, Mostafa	8/18/2014	Continue	Lloyd J Guillory Jr Professorship in Civil Engineering	88,145	0
Elseifi, Mostafa	12/19/2014	Remove	Lloyd J Guillory Jr Professorship in Civil Engineering	88,145	0
Feldman, Martin	8/18/2014	Continue	Mr. and Mrs. A. J. M. "Bubba" Oustalet Distinguished Professorship	140,711	5,000
Flake, John	8/18/2014	Continue	Jay Affolter Endowed Professorship in Chemical Engineering	105,408	5,000
Friedland, Carol	1/8/2015	Remove	Industrial Specialty Constructors, LLC Professorship	77,257	0
Friedland, Carol	1/8/2015	New	Industrial Specialty Constructors, LLC Professorship	77,257	0
Gu, Guoxiang	8/18/2014	Continue	Cajun Constructors Professorship	77,257	0
			F Hugh Coughlin/CLECO Distinguished Professorship in the Department of Electrical Engineering	140,287	5,000



Personnel Actions Requiring Board Approval  
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**APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP**

LSU A&M - Compensation from the LSU A&M Foundation

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Harper, Christopher	8/18/2014	New	McCullister Family Professorship	80,000	0
Hassan, Marwa	8/18/2014	Continue	Performance Contractors Professorship	97,538	0
Hassan, Marwa	1/8/2015	Remove	Performance Contractors Professorship	97,538	0
Henry, Darrell	1/8/2015	New	Contractors Educational Trust Fund Professorship for Applied Professional Ethics	97,538	0
Hung, Francisco	8/18/2014	Continue	Campanile Charities Professor of Geology and Geophysics	97,538	2,500
Johannsen, Neil	8/18/2014	Continue	Paul M Horton Professorship in Chemical Engineering	113,122	10,000
Kam, Seung	10/1/2014	Continue	Robert and Patricia Himes Professorship in the School of Engineering	97,340	5,000
Lawrence, Francis	8/18/2014	Continue	Donald W and Gayle A Keller Distinguished Professorship	66,350	4,000
	7/1/2013	New	Marjory B Ourso Excellence in Teaching Professorship	99,154	5,000
	7/1/2013	New	Marjory B Ourso Professor & Associate Dean Professorship #7 and the	165,377	0
Li, Guoqiang	8/18/2014	Continue	John W Rhea Jr Endowed Professorship in Engineering	165,377	0
Li, Xin	8/18/2014	Continue	Oskar R Menton Endowed Professorship in Electrical Engineering	133,413	5,000
Lin, Ji-Chai	8/18/2014	Continue	Mr. and Mrs. C W Armstrong Professorship of Electrical Engineering	93,019	5,000
Melvin, Adam	9/18/2014	Remove	E Robert Theriot Professorship #1	93,019	0
Meng, Wen Jin	8/18/2014	Continue	Gordon A and Mary Cain Professorship in Chemical Engineering #5	191,919	0
			Gerald Cire Williams and Lena Grand Williams Distinguished Professorship in Mechanical Engineering	87,738	0
Mitchell, Roland	10/1/2014	New	Jo Ellen Levy Yates Professorship #1 in the College of Education	116,740	5,000
Moe, William	8/18/2014	Continue	Marvin Rex Clemons Professorship #1 and #2	102,310	4,000
Mohammad, Louay	8/18/2014	Continue	Irma Louise Rush Stewart Endowed Professorship	113,586	5,000
Monroe, William	8/18/2014	Continue	College of Engineering Arthur K Barton Endowed Professorship	149,031	5,000
Mukhopadhyay, Supratik	8/18/2014	Continue	Occidental Chemical Corporation Professorship	106,970	5,000
Murphy, Michael	8/18/2014	Continue	Roy O Martin Company Professorship	105,126	0
Naraghi-Pour, Morteza	8/18/2014	Continue	Michael B Voorhies Distinguished Professorship in Electrical Engineering #1	112,956	0
Narayanan, Rajesh	9/18/2014	New	E Robert Theriot Professorship #1	112,974	5,000
Park, Seung-Jong	8/18/2014	Continue	Dr. Fred H Fenn Memorial Professorship in the College of Engineering	187,460	0
				103,048	5,000

Personnel Actions Requiring Board Approval  
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**APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP**

LSU A&M - Compensation from the LSU A&M Foundation

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Peng, Lu	1/8/2015	New	Gerard L "Jerry" Rispone Professorship in Electrical And Computer Engineering	97,249	2,500
Phillips, Thomas	7/1/2013	New	Donald and Velvia Crumbley Professorship	206,000	0
	7/1/2013	New	KPMG LLP Professorship #3	206,000	0
	7/1/2013	New	KPMG LLP Marwick Endowed Professorship #2	206,000	0
	7/1/2013	New	Arthur Anderson LLP Distinguished Professorship	206,000	0
	7/1/2013	New	U J Legrange Professorship #6	206,000	0
	7/1/2013	New	Wilburn M Smith Professorship	206,000	0
Radonic, Mileva	8/18/2014	Continue	Michael B Voorhies Distinguished Professorship of Electrical Engineering #2	94,756	0
Rai, Suresh	8/18/2014	Continue	John E and Beatrice L Ritter Endowed Professorship in Electrical Engineering	114,302	5,000
Rammanujam, Jagannathan	8/18/2014	Continue	Emmet S Wells Jr Professorship in the College of Engineering	190,000	5,000
Rao, Dandina	8/18/2014	Continue	Mary Ethel Baxter Memorial Endowed Professorship in the College of	123,158	5,000
Rizzuto, Tracey	10/1/2014	New	Human Sciences and Education	82,543	0
Romagnoli, Jose	8/18/2014	Continue	Gordon A and Mary Cain Chair in Chemical Engineering #1	170,434	0
Sarker, Bhaba	8/18/2014	Continue	Elkon Yates Endowed Distinguished Professorship in the College of Engineering	114,682	5,000
Schafer, Kenneth	8/18/2014	Continue	Ball Family Distinguished Professorship	148,394	10,632
Schneider, Helmut	8/18/2014	Continue	Curso Family Distinguished Professor of Information Systems	219,337	35,000
Shah, Rahul	8/18/2014	Continue	Roy Paul Daniels Distinguished Professorship in the College of Engineering #2	101,936	5,000
Sharky, Bruce	8/18/2014	Continue	Dr. Robert S Reich Teaching Professorship in the School of Landscape Architecture	100,741	4,940
Shi, Jonathan	8/18/2014	New	Art E Favre Industrial Construction Chair	160,000	40,000
Sinclair, Glenn	8/18/2014	Continue	Groves-Hodge Family Professorship in the College of Engineering	185,807	3,000
Soebbing, Brian	10/1/2014	New	Patrick and Edwige Olinde Endowed Professorship	65,200	4,000
Spillman, Herndon	8/18/2014	Continue	School of Music Carolyn Botkin Mattax Endowed Professorship	95,667	3,500
Spivey, James	8/18/2014	Continue	Herndon Spillman Professorship in the School of Music	95,667	7,000
	8/18/2014	Continue	Clarence M Eidt Jr Endowed Professorship in Chemical Engineering	140,950	5,000
	8/18/2014	Continue	James McLaurin Shivers Endowed Professorship	140,950	0
	10/1/2014	New	Wilbur D and Camille V Fugler Jr Professorship in Engineering	119,000	5,000
Srivastava, Ashok	8/18/2014	Continue	Russell Long Professorship in the School of Library and Information Science	61,418	0
Stauffer, Suzanne	8/18/2014	Continue	Malcolm C Jr and Gene Perdue Lowe Professorship of Engineering	149,181	0
Thompson, Karsten	8/18/2014	Continue	Longwell-Leonard Family Endowed Professorship	149,181	0

Personnel Actions Requiring Board Approval  
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**APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP**

**LSU A&M - Compensation from the LSU A&M Foundation**

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Trahan, Jerry	8/18/2014	Continue	Chevron Professorship of Engineering #4	116,460	5,000
Vaidyanathan, Ramachandran	8/18/2014	Continue	Elaine T and Donald Cecil Distinguished Professorship in Electrical Engineering	102,218	5,000
Van Gemmert, Arend	10/1/2014	New	Helen "Bessie" Pliner Professorship in the School of Kinesiology	69,160	4,000
Veronis, Georgios	8/18/2014	Continue	Rubicon Professorship of Engineering	91,010	5,000
	8/18/2014	Continue	Chester P Stess Jr Professorship in Engineering	91,010	0
	12/19/2014	Remove	Chester P Stess Jr Professorship in Engineering	91,010	0
Waltrich, Paulo	8/18/2014	Continue	Mark Krause Jr Endowed Professorship	94,392	0
Wang, Wanjun	8/18/2014	Continue	Department of Mechanical Engineering Jack Holmes Endowed Professorship #1	103,844	5,000
Wang, Ying	8/18/2014	Continue	Roy Paul Daniels Distinguished Professorship #3	86,476	0
Watson, Edward	8/18/2014	New	James C and Cherie H Flores University Professor or MBA Studies #1	165,346	15,000
Wei, Shuangqing	1/8/2015	New	Michael Voorhies Distinguished Professorship #3 in Electrical Engineering	98,900	5,000
Wilson, Clinton	8/18/2014	Continue	Mike Doolley P E Professorship in Civil and Environmental Engineering	107,371	2,500
Wolshon, Paul	8/18/2014	Continue	Edward A and Karen Wax Schmitt Professorship	143,222	5,000
Worrat, Mary	8/18/2014	Continue	Department of Chemical Engineering Robert H Harvey Endowed Professorship	147,085	6,500
Wu, Hsiao-Chun	8/18/2014	Continue	Department of Engineering William G Reymond Endowed Professorship	147,085	0
Xu, Ye	8/18/2014	Continue	Michael B Voorhies Professorship #5 in Electrical Engineering	106,031	5,000
Zeidouni, Mehdi	8/18/2014	New	Gordon A and Mary Cain Department of Chemical Engineering Professorship #2	90,420	0
Zhou, Kemlin	8/18/2014	Continue	Donald W Clayton Professorship in the Craft and Hawkins Department of Petroleum Engineering in the College of Engineering	91,670	0
	8/18/2014	Continue	Mark and Carolyn Campbell Guidry Professorship in Electrical Engineering	152,000	0
	8/18/2014	Continue	Roy Paul Daniels Distinguished Professorship in the College of Engineering #1	152,000	5,000

**LSU HEALTH SCIENCES CENTER - NEW ORLEANS - Compensation from the LSUHSC Foundation**

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Jarreau, Patsy	7/1/2014	Continue	Betty Lynne Theriot Professorship of Clinical Laboratory Sciences	85,898	5,000

**APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OF PROFESSORSHIP**

**LSU SHREVEPORT - Compensation from the LSUS Foundation**

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Bible, Douglas	8/18/2014	New	Oscar Cloyd Professorship	115,000	20,000

**LSU AGRICULTURAL CENTER - Compensation from the LSU A&M Foundation**

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Aryana, Kayanush	11/1/2014	Continue	Doyle Chambers Professorship	97,838	3,000

**Pennington Biomedical Research Center**

<u>Name</u>	<u>Effective</u>	<u>Status</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Gettys, Thomas	12/1/2014	New	John Henry Hernandez Endowed Professorship in Health Promotion	183,470	0

**RETROSPECTIVE COMPENSATION under the Uniform Personnel Policy of the LSU Board of Supervisors (Section 2-5.1(A)(7)**

**LSU A&M**

**General Actions With Delayed Processing**

<u>Name</u>	<u>Action</u>	<u>Effective</u>	<u>Title</u>	<u>Salary</u>		<u>Source</u>	<u>Percent</u>	
				<u>Old</u>	<u>New</u>			
Coleman, Pamela	Classified Reallocation	6/9/2014	Custodian 2	15,806	18,166	State	15%	
Evers-Hebert, Elaine	Correction-%FTE/Salary	8/1/2014	Associate - Research	11,790	14,738	State		
Homes, Janice	Equity Adjustment	8/18/2014	Instructor	56,838	74,000	State	45%	
Illing, Sean	Appointment	5/18/2014	Lecturer-Continuing Education		10,000	State		
Ishak, Sherif	Change to Administrative Position	8/18/2014	Associate Dean	96,556	96,566			
				Base	96,566			
				Administrative stipend	20,000			
				Total	96,556	116,556	State	20%
Lafleur, Lydia	Equity Adjustment	8/18/2014	Instructor	57,817	68,000	State	22%	
Landin, Dennis	Salary Adjustment	8/18/2014	Designated Professor	70,892	82,892	State	17%	
Prest, Allie	Promotion	10/1/2014	Assistant Dean for Undergraduate Academic Services	51,099	60,000	State	17%	
Reid, Christopher	Appointment	8/18/2014	Instructor - Part-time		8,000	State		
Subramanian, Ramesh	Promotion	8/1/2014	Assistant Professor - Research	41,097	55,000	State	34%	

**Additional Compensation With Delayed Processing**

<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Brenner, Susanne	9/1/2014	Designated Professor	175,519	5,000
Dennis, Cynthia	8/15/2014	Instructor	28,205	475
Dougherty, Elizabeth	8/18/2014	Instructor	40,200	3000
Epperson, Elin	8/15/2014	Instructor	56,867	613
Friedland, Carol	8/1/2014	Designated Professor	77,257	3000
Hart, Dana	8/25/2014	Director - Academic Area	79,557	3,000
Hart, Dana	8/25/2014	Director - Academic Area	79,557	12,000
Hart, Dana	9/1/2014	Director - Academic Area	79,557	2,000
Hassan, Marwa	9/26/2014	Designated Professor	97,538	3,000
Henderson, Karli	8/25/2014	Manager - Operations	48,204	3,000

**Additional Compensation With Delayed Processing**

**LSU A&M**

<u>Name</u>	<u>Date</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Holliday, Kathryn	8/19/2014	Registered Nurse 2	44,381	76
Launey, Kristina	8/18/2014	Assistant Professor - Research	59,987	5,720
Page, Timothy	8/18/2014	Designated Professor	84,555	3,200
Verret, Randall	7/1/2014	Manager - Data Processing	83,942	15,000
Shihadeh, Edward	3/1/2014	Department Head/Chairman	101,471	8,000

**LSU SHREVEPORT**

<u>Name</u>	<u>Effective</u>	<u>Title</u>	<u>Salary</u>	<u>Compensation</u>
Wolfe, Bill	8/20/2014	Director - Human Resource Management and Interim Director of Purchasing	70,000	2,500

Louisiana State University  
Office of Internal Audit

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# Quarterly Audit Summary

*Fiscal Year 2014, 4th Quarter*



# Quarterly Audit Summary

*Fiscal Year 2014, 4th Quarter*

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# Quarterly Audit Summary

*Fiscal Year 2014, 4th Quarter*

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## **Louisiana State University and A&M College**

### **Athletics Compliance**

#### Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 Audit Plan.

#### Audit Scope and Objectives:

- The objective of this audit was to determine whether LSU's Compliance Office implemented a framework of controls designed to adequately mitigate risks and address sampled NCAA Division I bylaws in Amateurism; Recruiting; Eligibility; Financial Aid; Awards, Benefits and Expenses; and Playing and Practice Seasons.
- The scope of our review included compliance-related activities in the Athletics Department for calendar years 2011 through 2014 at the LSU A&M campus.

#### Audit Findings:

- For the areas tested we concluded the compliance framework, if executed as designed, is reasonably structured to address the requirements of the bylaws.
- The Athletics Director should approve student athlete appearance requests, either directly or by formally designating signature authority for this function to the Compliance Department.

#### Management's Response and Corrective Action Plan:

- Management concurred with the finding and submitted a corrective action plan with an anticipated completion date of September 30, 2014.

# Quarterly Audit Summary

*Fiscal Year 2014, 4th Quarter*

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## **Fuel Card Management**

Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 audit plan.

Audit Scope and Objectives:

Our work was intended to assess the effectiveness of controls over FuelTrac cards being used to purchase fuel for university vehicles. The scope of the audit included fuel purchase analytics using purchases made during the period of September 1, 2012 through November 30, 2013. We reviewed odometer readings, MV3 logs, and other records from March through May 2014 during our vehicle inspections.

Audit Findings:

- Lack of University-wide policies and procedures concerning the fuel program
- Lack of monitoring of the overall Program requirements

Management's Response and Corrective Action Plan:

Management concurred with the findings and recommendations and provided correction action plans to be implemented by July 1, 2015.

## **Scholarship Administration (Louisiana Legislative Auditor)**

Audit Initiation:

This audit was initiated by the Legislative Auditor.

Audit Scope and Objectives:

- To determine if scholarships granted to LSU A&M students were administered in accordance with applicable university policies and terms.

# Quarterly Audit Summary

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- The audit scope included university funded and college awarded scholarships, excluding Federal awards, for students enrolled at Louisiana State University and A&M College (LSU A&M) during the 2012-2013 and 2013-2014 academic years.

## Audit Findings:

- LSU A&M should ensure that two scholarships that were not awarded are routinely reviewed by the awarding colleges/departments for availability.
- The Board of Supervisors Office should create specific criteria to define the determining factors of academic excellence, special talent, and financial need and document the determining factor(s) met by each student awarded a scholarship.
- The LSU Board of Supervisors Office should (1) develop a formal policy to retain required documents for five years to ensure proper documentation of eligibility is maintained; (2) retain applications for all students, whether awarded or not, for that same five-year period; and (3) develop procedures to log all applications as they are received.
- The LSU Board of Supervisors should develop procedures to ensure that the report submitted to the Legislature pursuant to the provisions of R.S. 17:1608 is accurate and complete.

## Management's Response and Corrective Action Plan:

- Management concurred with each of the findings and submitted a corrective action plan with an anticipated completion date of June 30, 2015.

# Quarterly Audit Summary

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## **LSU AgCenter**

### **Intellectual Property Follow-up**

Audit Initiation:

This audit was a follow-up of the AgCenter Office of Intellectual Property (OIP) report issued in fiscal year 2011.

Audit Scope and Objectives:

- Assess OIP's procedures regarding the suitability of prospective licensees and the commercial potential of inventions.
- Evaluate the technology transfer process including how functional responsibilities are defined, key milestones in the process, and time elapsed between each of the milestones.
- Determine if management's corrective actions have been implemented for the prior audit.

Audit Findings:

- OIP had partially implemented the following two previous issues related to the monitoring of licensee compliance with the applicable requirements of the license agreements:
  - All licensees will be contacted by mail with reminders of due dates for royalties and reports with follow-up phone calls, if necessary. This was done on an ad hoc basis in the past but will be incorporated into routine office procedures.
  - Desk audits will be conducted.
- One previous issue was no longer applicable.
- OIP does not have documentation to show that licensees were consistently evaluated for financial solvency and capability of advancing the technology forward.

# Quarterly Audit Summary

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- OIP does not retain a record of procedures performed to assess disclosed technologies.
- No documentation was available to substantiate the in-house valuations performed on licensed technologies.
- OIP staff does not consistently utilize the KSS database to manage the intellectual property function.
- OIP staff does not consistently utilize the department's technology disclosure form to document inventors' disclosures.
- OIP staff does not retain documentation to show that operational procedures were consistently performed to manage potential conflicts of interest and commitments of inventors.
- Some inventors did not receive their royalty distributions within 30 days.
- OIP did not initially have copies of 3 out of 19 royalty sharing agreements to substantiate distributions paid to inventors.

Management's Response and Corrective Action Plan:

Management submitted a corrective action plan to address the issues noted.

## **LSU Health Sciences Center – Shreveport (HSC-S)**

### **Expenses - Procurement Card**

Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 audit plan.

# Quarterly Audit Summary

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## Audit Scope and Objectives:

- Determine if controls related to the administration of procurement card purchases are adequate to reduce the risk of fraudulent or inappropriate purchases.
- Determine if procurement card purchases are appropriate according to state and HSC-S guidelines.

## Audit Findings:

Significant weaknesses in the system of controls for the Procurement Card purchasing process include:

- Lack of segregation of duties/inadequate review of transactions
- Missing or insufficient documentation
- Noncompliance with policies and procedures
- Lack of inventory management of technology purchases
- Documentation that was not auditable
- Inadequate record retention
- Incomplete policies and procedures
- Ineffective review/audit by Purchasing

## Management's Response and Corrective Action Plan:

Management concurred with findings and recommendations and submitted a corrective action plan with anticipated implementation dates ranging from September 30, 2014 to July 1, 2015.

## **Additional Compensation and Overtime Follow-up**

### Audit Initiation:

This audit was initiated as a follow-up to the issues reported in the Human Resources: Additional Compensation and Overtime report issued April 3, 2012.



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*Fiscal Year 2014, 4th Quarter*

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## Audit Scope and Objectives:

The objective of this audit was to determine if management took appropriate corrective actions to resolve the findings reported in the previous audit.

## Audit Findings:

Two of the three previously reported findings have been resolved. Our testing indicated that the previous finding "Additional Compensation is Not Adequately Documented or Approved" has not been adequately addressed.

## Management's Response and Corrective Action Plan:

Management agreed with the recommendations and indicated that they have taken measures to ensure that additional compensation meets the standards under PM-3.

## **Assessment of Network Security Follow-up**

### Audit Initiation:

This audit was initiated as a follow-up to the issues reported in the Assessment of Network Security audit issued June 23, 2013.

### Audit Scope and Objectives:

The objective of this audit was to determine if management took appropriate corrective actions to resolve the findings reported in the previous audit.

### Audit Findings:

Due to high-level staffing changes in the IT department at HSC-S, and the realignment of the Medical School which occurred after the original management response was issued, anticipated progress toward completion of the corrective action plan has not been realized. Additional time is necessary to permit the current IT group to properly assess and implement the corrective action.

# Quarterly Audit Summary

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During the course of this follow-up, it was also noted that there is inadequate accountability for data shared between the Biomedical Research Foundation and HSC-S.

Management's Response and Corrective Action Plan:

Management agreed with the recommendations and provided a revised corrective action implementation date of November, 2014.

## **Payment Card Industry Data Security Standards (PCI-DSS)**

Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 audit plan.

Audit Scope and Objectives:

The objective of this audit was to determine if policies and procedures are in place to demonstrate compliance with PCI-DSS standards, which were developed to encourage and enhance cardholder data security measures globally.

Audit Findings:

The information provided to us indicated that LSU Health Sciences Center Shreveport has not yet taken steps to determine the level of controls necessary to provide assurance of compliance with the PCI-DSS standards.

Management's Response and Corrective Action Plan:

Management agreed with the recommendations and provided a corrective action plan that includes steps to be taken to ensure compliance with the standards.



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## **Intellectual Property**

Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 Audit Plan.

Audit Scope and Objectives:

- Assess OIP's procedures regarding the suitability of prospective licensees and the commercial potential of inventions.
- Evaluate the technology transfer process including how functional responsibilities are defined, key milestones in the process, and time elapsed between each of the milestones.

Audit Findings:

- OSPTT should enhance their monitoring controls to verify payments are received timely and are calculated accurately per the agreement and substantiating documentation.
- OSPTT should be provided with investigator initiated protocols when received by the IRB in order to assess for potential intellectual property.
- OSPTT should develop a standard practice for documents and information that will be maintained electronically in KSS.
- Staff should ensure distributions comply with the 30-day criteria in the Board of Supervisors Bylaws or obtain necessary consent to disburse funds on a quarterly basis.
- In order to adequately segregate cash handling, OSPTT should define the procedures that should be followed from the time a payment is received until it is distributed.
- Management should develop a process for vetting prospective licensees and recording their evaluation.

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## Management's Response and Corrective Action Plan:

Management concurred with each of the findings and submitted corrective action plans with an anticipated completion date of February 28, 2015.

## **LSU Health Sciences Center New Orleans (HSC-NO)**

### **Theft of Cash at Dental School**

#### Audit Initiation:

This review was initiated after an apparent theft of funds at the LSU Health Sciences Center-New Orleans (HSC-NO) Dental School's dining facility was reported to our office on March 21, 2014.

#### Audit Scope and Objectives:

The objective was to identify weaknesses in the internal controls related to the cash handling process at the dining facility and make recommendations to strengthen controls as necessary.

#### Audit Findings:

A memorandum was sent to the Chancellor on May 2, 2014 that summarized our review of the internal controls. Recommendations were made to strengthen existing policies and procedures to reduce the likelihood of future thefts.

#### Management's Response and Corrective Action Plan:

Management agreed with our recommendations and indicated their corrective action plan would be implemented by June 30, 2014.

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## **Human Resources/Payroll-Processing of Leave Accrual/Taken and Employee Terminations**

### Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 audit plan.

### Audit Scope and Objectives:

The scope of the audit included reviewing the policies and procedures developed at LSU Health Sciences Center – New Orleans (HSC-NO), LSU Health Care Services Division (HCSD), and LSU Health Sciences Center-Shreveport (HSC-S) to provide assurance that leave entries are processed timely and accurately. Also, a review of termination actions was performed to ensure that termination leave benefits are computed correctly and employees are properly paid. The specific objectives were to:

1. Determine the adequacy of the PeopleSoft leave accrual processes to ensure the accurate reporting of leave accruals.
2. Determine if leave adjustments are being made to PeopleSoft to ensure compliance with governing policies for leave processes.
3. Determine if management procedures for leave accrued/taken processes ensure the accurate and timely recording of leave transactions within PeopleSoft.
4. Determine the efficiency of operations within the Human Resources Leave Sections at HSC-NO, HCSD, and HSC-S.

### Audit Findings:

An ineffective automated Human Capital Management (HCM) process has made it necessary for HSC-NO and HSC-S to make manual adjustments to the HCM system in an attempt to comply with policies and to ensure accuracy. Although the

# Quarterly Audit Summary

*Fiscal Year 2014, 4th Quarter*

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additional review procedures strengthen the internal controls for reporting leave more accurately, it requires the human resources staff to expend unnecessary man-hours costing approximately \$75,000 per year.

We recommended that programmatic changes to the HCM system be pursued and prioritized based on the following factors: 1) potential impact to HSC-NO of a control failure in the manual process, 2) required effort involved to maintain the manual review and adjustment process, and 3) technological difficulty and resources required to make the changes.

Management's Response and Corrective Action Plan:

The University has prioritized the listing of remaining programming changes required. The first two tasks listed below were identified with the highest priority and will begin no later than September 2014.

- Automatically adjust the service credit/accrual rate change date for periods of LWOP.
- Automatically adjust service credit/accrual change date for changes in percent of effort and/or full-time equivalent less than 100%.

The University will then continue to work on the remaining tasks in order of priority.

## **Subrecipient Monitoring**

Audit Initiation:

This audit originated from the Board-approved Fiscal Year 2014 audit plan.

Audit Scope and Objectives:

The scope of the audit included subcontracts that were active during Fiscal Year 2013. We also reviewed the results of program reviews conducted by the Health Resources and Services Administration

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(HRSA) that identified opportunities for improvement. The primary objective of the audit was to determine if management has controls in place to ensure that HSC-NO monitors the activities of subrecipients as necessary to ensure that federal and state funds are used for authorized purposes and performance goals are achieved.

## Audit Findings:

We reviewed the recommendations made by HRSA to determine if corrective action was implemented for the two program reviews entitled Nurse Education Practice Quality & Retention (NEPQR) and the Delta Autoimmune Deficiency Syndrome Education Training Center (Delta AETC). For each of the programs, it was determined that the recommendations made by HRSA have been partially implemented.

## Management's Response and Corrective Action Plan:

Management has indicated that three of the HRSA recommendations have now been completed, and the corrective action for the final recommendation should be completed by September 30, 2014.

## **The Department of Health & Human Services/Health Resources and Services Administration (HRSA) – Rural Family Medicine -Primary Care Residency Expansion Grant**

### Audit Initiation:

On September 25, 2013 the Department of Health & Human Services (DHHS) conducted a site visit of the LSU Rural Family Medicine Residency Program. The program was selected for review due to the loss of the program director and some faculty, change in ownership of the Bogalusa Medical Center, and difficulty recruiting program residents. HSC-NO did not fulfill their planned expansion, adding fewer than the approved and funded four residents per year.

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## Audit Scope and Objectives:

The scope and the objectives of the site visit were as follows:

1. Learn about progress of search for a new program director and faculty.
2. Discuss plans to recruit the planned number of grant-supported residents in the 2014 National Residency Match Program.
3. Discuss status of ownership change of Bogalusa Medical Center with implications for the residency program.
4. Obtain the residents' assessment of their training via a small group interview.

## Audit Findings:

Although the goal of the program was to expand the rural primary care residency from four residents per training year to eight, the change in ownership of the Bogalusa Medical Center with the accompanying uncertainties contributed to a loss of faculty and hampered recruiting efforts. As more stability returns to the program with a permanent director and additional faculty and completion of the medical center ownership change, a renewed effort to recruit additional residents as outlined in the grant application and funded by HRSA should be pursued. Having already submitted a letter to the HRSA Grants Management Specialist explaining the reduced number of residents, the program can anticipate deobligation of funds and more frequent contact with the project officer to update program status.

## Management's Response and Corrective Action Plan:

The recommendations were consultative in nature and required no response.



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## **Louisiana State University Health Care Services Division (HCSD)**

### **Office of Inspector General Investigation - Interim Public Hospital**

#### Audit Initiation:

The Office of Inspector General received a complaint which alleged that Kinetic Concepts, Inc. (KCI), a medical supply vendor, inappropriately billed Interim LSU Public Hospital in New Orleans (IPH) for the use of wound vacs, devices which are used to assist in the healing of open wounds.

#### Audit Scope and Objectives:

The scope of the audit was limited to the timeframe of January 2010 through April 2012. This audit included a review of documentation from both IPH and KCI. IPH employees and KCI employees were also interviewed.

#### Audit Findings:

It was determined that erroneous billing caused the unnecessary expenditure of \$83,491 in public funds to KCI.

Interim Public Hospital should ensure that its employees responsible for handling wound vac units and related supplies are properly trained in documenting the units' usage and location when assigned to and removed from each patient. Accurate and timely documentation will decrease the likelihood of billing errors, which caused the unnecessary expenditure of public funds.

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## Management's Response and Corrective Action Plan:

HCSD will send a detailed request to KCI for reimbursement immediately when the case is deemed official and admissible to share findings. HCSD further stated when the case is deemed official and admissible to share findings, communication with the Children's Touro public-private partner will ensue immediately.





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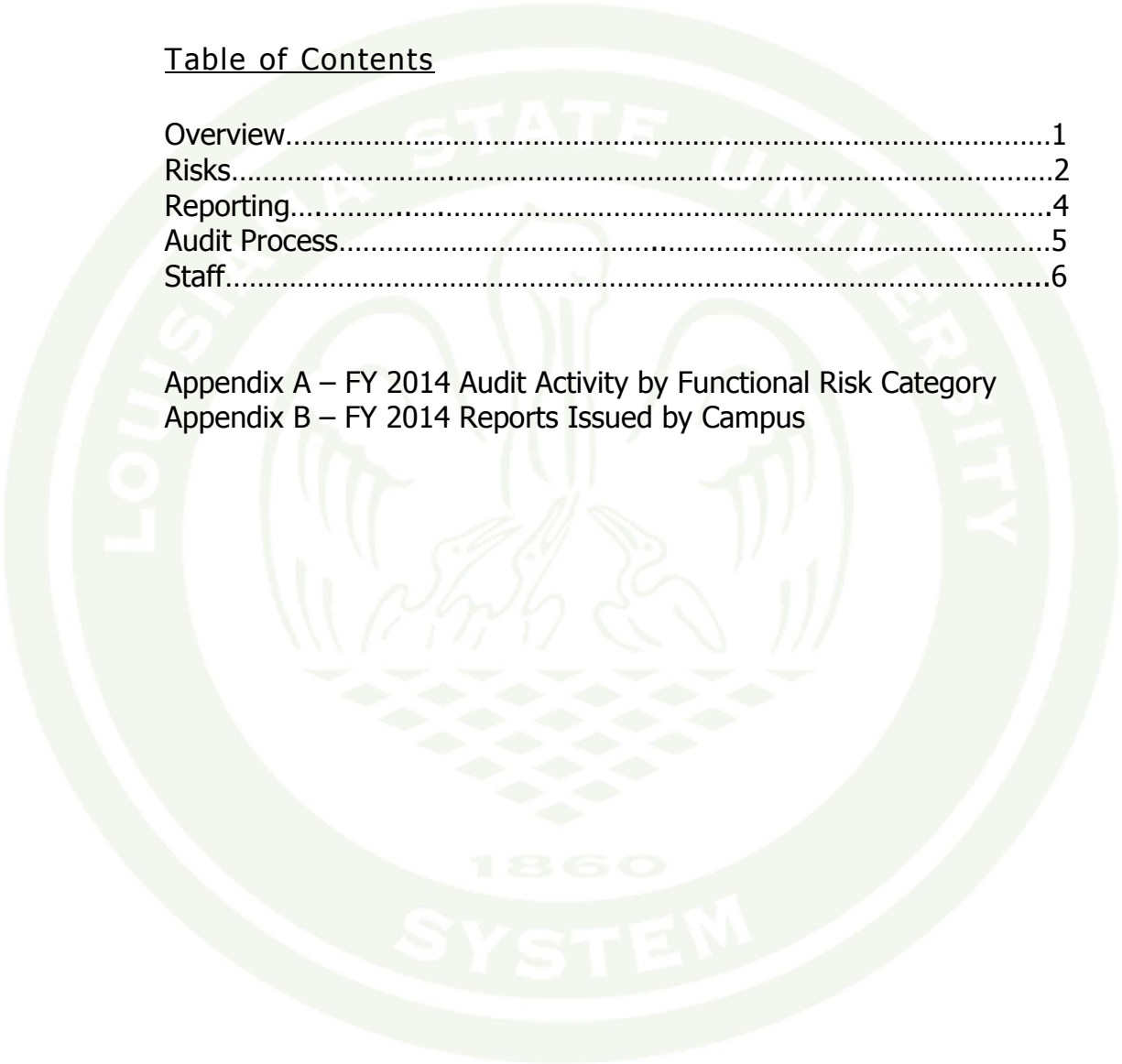
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Appendix A – FY 2014 Audit Activity by Functional Risk Category  
Appendix B – FY 2014 Reports Issued by Campus



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## **INTERNAL AUDIT OVERVIEW**

### *Vision*

To be viewed as a valued business partner and a trusted advisor and recognized as a driving force behind a culture of governance, accountability, compliance, and execution that helps in the achievement of the University's objectives.

### *Mission*

Internal Audit is committed to providing independent, objective, and timely service, as well as responding to requests for consulting and other services, and to adding value to and improving the University's operations. Internal Audit helps the University accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

### *Strategic Goals*

- Focus on the University's Highest Risks
- Provide Impactful Reporting to Stakeholders
- Maintain Efficient and Effective Audit Processes
- Maintain an Adequately Skilled and Knowledgeable Staff

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## **Focus on the University's Highest Risks**

The scope of Internal Audit activities is primarily defined through an annual risk assessment process, the results of which are used to establish the Internal Audit Plan.

### *Internal Audit's Responsibility Regarding Risk*

Internal Audit has responsibility for evaluating the effectiveness and efficiency of controls established by management for the purpose of managing risk. A risk is anything that could occur that would impact the achievement of an objective and is generally measured in terms of impact and likelihood.

### *Risk Assessment Process*

In the risk assessment process, Internal Audit evaluates risk exposures relating to the University's governance, operations, and information systems regarding the following:

- Reliability and integrity of financial and operational information
- Effectiveness and efficiency of operations and programs
- Safeguarding of assets
- Compliance with laws, regulations, policies, procedures and contracts

Risks are identified, in part, by seeking input from executive management, operating management and external sources including external audits. Additionally, in an effort to ensure more complete identification of risks University-wide, our most recent risk assessment included sending surveys to over 1,500 LSU employees. These surveys asked for input in identifying the risks in each employee's area.

In making a determination regarding the level of risk, the following factors are also considered: inherent risk, existing internal controls, results of analytics, results of previous audits, volume (e.g. number and

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dollar amount of transactions), value-added potential, management interest and auditor discretion.

To address the risk of fraud, on August 1, 2014 the University issued Permanent Memorandum (PM) 76, Detection, Reporting and Investigation of Incidents of Financial Irregularity. In addition, the LSU Ethics and Integrity Hotline, which is monitored by EthicsPoint, provides a secure and confidential means to report suspected fraudulent or unethical behavior.

### *Annual Audit Plan*

Based on our risk assessment, an annual audit plan is developed and presented to the Board of Supervisors Audit Committee for approval. Risks are classified on the Audit Plan by major functional category with effort budgeted in each area. Appendix A includes a list of audit activity by functional risk category and the chart below shows the percent of planned and actual effort achieved in FY 2014 for category:

<b>FUNCTIONAL RISK CATEGORY</b>	<b>2014 Planned % Effort</b>	<b>2014 Actual % Effort</b>
Asset and Risk Management	7%	4%
Auxiliary and Service Departments	3%	1%
Financial Management	13%	17%
Governance and Leadership	0%	1%
Hospital and Patient Care	24%	10%
Human Resources	7%	8%
Information Technology	10%	7%
Instruction and Academic Support	5%	4%
Plant Operation and Management	4%	7%
Purchasing and Warehousing	1%	3%
Research and Development	26%	37%
Student Services	0%	1%
	<b>100%</b>	<b>100%</b>

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## Provide Impactful Reporting to Stakeholders

### Audit Reports

Reports are issued at the end of each engagement to the President, Chancellors and other responsible parties at each institution. Each report includes a response from management that indicates whether or not they concur with the recommendations and the corrective action that they plan to implement in response.

The list of reports issued by campus for FY 2014 are included as *Appendix B*.

### Outstanding Action Plans

At the conclusion of each project, responsible management responds to each finding and recommendation with an action plan that they will implement to address the issue. Internal audit follows-up with them at the appropriate time to determine if the corrective action was taken and if those actions adequately resolved the issue. A report on Outstanding Action Plans is provided periodically to the Audit Committee. The following chart shows the FY 2014 action plan activity for each campus:

<b>Campus</b>	<b>Open as of 7/01/13</b>	<b>Added during FY 2014</b>	<b>Resolved During FY 2014</b>	<b>Open as of 6/30/14</b>
LSU A&M	19	27	(16)	30
LSU Agricultural Center	8	8	(7)	9
LSU-Alexandria	6	0	(5)	1
LSU-Eunice	3	0	(3)	0
LSUHSC-New Orleans	10	2	(8)	4
LSUHSC-Shreveport	10	9	(3)	16
PBRC	10	7	(10)	7
	<u>66</u>	<u>53</u>	<u>(52)</u>	<u>67</u>

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## Investigations

Internal Audit is responsible for conducting investigations when allegations of fraud, ethics code violations, or significant non-compliance with regulations or policies arise. Reports of alleged violations are received through institution helplines, phone calls or emails, through direct reports made by employees, faculty, contractors, students, vendors or through information discovered during regularly scheduled audits and audits requested by management.

During FY 2014, Internal Audit opened 26 investigations, of which 23 (88%) have been completed and closed. Three investigations (13%) remained open and were carried over into FY 2015 for continued investigation.

## **Maintain Efficient and Effective Audit Processes**

In accordance with *International Standards for the Professional Practice of Internal Auditing (Standards)* promulgated by The Institute of Internal Auditors, Internal Audit has established a Quality Assurance and Improvement Program (QAIP). This program is designed to provide assurance that Internal Audit maintains compliance with the *Standards* and includes ongoing measurement and analyses of performance metrics.

## External Quality Assurance Review

During Fiscal Year 2014, Internal Audit engaged external reviewers to conduct a quality assurance review. This review, required to be completed at least once every five years, was completed with Internal Audit receiving an overall rating of “generally conforms” to the *Standards*. This opinion is the highest possible rating and means that practices are in place to ensure the independence, objectivity and proficiency of Internal Audit.

To increase efficiency, standard audit workpaper and reporting templates were developed and will be used for all audits beginning in FY 2015.



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## Productivity Performance Measures

- **Audit plan accomplishment**  
Each year an audit plan is developed based on results of an annual risk assessment. However, risks are continually monitored and the audit plan is revised as necessary to address significant changes that may arise. Our QAIP establishes a target of 75% completion of our audit plan. For FY 2014, 31 of 38 (81.5%) planned projects were substantially complete as of June 30, 2014. The remaining seven projects were in progress and will be completed in FY 2015.
- **Direct/Indirect effort**  
Audit staff allocate their time between direct hours and indirect hours. Direct hours include time spent working on audits, consultations, special projects and investigations. Indirect hours include paid leave, meetings, training and administrative tasks. Our QAIP set a goal for our staff of 75% direct audit hours in FY 2014, and we achieved 73%. The difference was due primarily to two staff members that took extensive leave prior to their resignation.

## **Maintain an Adequately Skilled and Knowledgeable Staff**

### Internal Audit Staffing

	As of 6/30/12	As of 6/30/13	As of 6/30/14
Professional Staff	16	16	15
Administrative Support	1	1	1



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## Degrees Held

Percent of audit staff with Bachelor Degree	100%
Percent of audit staff with Advanced Degree	33%
Percent of audit staff with Professional Certifications	73%

Note that all staff not currently holding a certification are actively pursuing one.

## Certifications Held (Some staff hold multiple certifications.)

Certified Public Accountant	6
Certified Internal Auditor	3
Certified Fraud Examiner	3
Certified Information Systems Auditor	1
Certified Compliance and Ethics Professional	1
Certified in Healthcare Compliance	1

## Training and Professional Development

Our professional audit staff completed 680 hours of continuing professional development in FY 2014. This included training provided by the Association of College and University Auditors (ACUA), the local and national chapters of the Institute of Internal Auditors (IIA), the LSU Department of Accounting and others.

An on-boarding program has recently been developed and implemented to help new hires make a more immediate impact and to ensure success in their roles over time.

# LOUISIANA STATE UNIVERSITY

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*Appendix A*

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## **FY 2014 Audit Activity by Functional Risk Category**

### *Asset and Risk Management*

LSU - Fuel Card Management  
HCSD - Safety and Security (in-progress)

### *Auxiliary and Service Departments*

LSU - Athletics Compliance

### *Financial Management*

LSU – Wire Transfer Follow-up  
LSU – Travel Expenditures  
LSU – Stevenson Disaster Management Institute  
LSU – Student Union Investigation  
LSU – P-Card Continuous Monitoring (no report issued)  
HSCS – Surgical Implants Procurement  
HSCS – Travel and Direct Pay  
HSCNO – Cash Management  
HSCNO – Payroll – Processing Leave Accrual/Taken  
HSCNO – Dental School Theft

### *Governance and Leadership*

HSCS – Willis Knighton Funding and Contracts

### *Hospital and Patient Care*

HCSD – Billing/Charge Capture & Collection at Lallie Kemp (in-progress)  
HCSD – Hospital Transition Issues – Employee Termination (in-progress)  
HCSD – Contract Monitoring (in-progress)  
HCSD – Contract Pharmacy Agreement

### *Human Resources*

SYS – LSU First Health Plan  
HSCS – Additional Compensation and Overtime Follow-up

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## *Information Technology*

Multi – Network Capability and DR/BCP Planning (in-progress)  
LSU – Mobile Device Management  
HSCS – PCI-DSS  
HSCS – Assessment of Network Security Follow-up

## *Instruction and Academic Support*

HSCNO – Grad Act Student Data

## *Plant Operations and Management*

LSU – Property Management

## *Purchasing and Warehousing*

LSU – Geaux Shop (Procurement System) Consulting Memo  
HSCS – Expenditures (P-card)  
HSCNO – Expenditures (P-card)

## *Research and Development*

AgCtr – Intellectual Property Follow-up  
LSU – Intellectual Property Follow-up  
PBRC – Intellectual Property Follow-up  
HSCS – Clinical Trials (in-progress)  
HSCS – Intellectual Property  
HSCS – Federal Grants – Time & Effort Reporting  
HSCNO – Intellectual Property Follow-up  
HSCNO – Sub-recipient Monitoring

## *Student Services*

LSU – Student Health Center Follow-up (Leave Administration)  
HSCS – Student Financial Aid

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## **FY 2014 Reports Issued by Campus**

### *SYSTEM*

- LSU First Health Plan

### *LSU A & M*

- Stephenson Disaster Management Institute
- Geaux Shop (Procurement System) Consulting Memo
- Leave Administration at the LSU Student Health Follow-up
- Wire Transfer Follow-up
- Property Management
- Travel Expenditures
- Student Union Investigation
- Fuel Card Management
- Athletics Compliance
- Intellectual Property Follow-up

### *AG CENTER*

- Intellectual Property Follow-up

### *PENNINGTON BIOMEDICAL RESEARCH CENTER*

- Intellectual Property Follow-up

### *LSU HEALTH SCIENCES CENTER – SHREVEPORT*

- Review of Willis Knighton Funding and Contracts
- Surgical Implant Procurement
- Travel and Direct Pay Follow-up
- Federal Grants Time and Effort Follow-up
- Student Financial Aid
- PCI-DSS (IT)
- Procurement Card
- Additional Compensation and Overtime Follow-up
- Assessment of Network Security Follow-up (IT)
- Intellectual Property

# LOUISIANA STATE UNIVERSITY

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## *LSU HEALTH SCIENCES CENTER – NEW ORLEANS*

- LaCarte Procurement Card
- Intellectual Property
- Cash Management
- Grad Act Student Data
- Payroll Processing Leave Accrual/Taken
- Sub-recipient Monitoring
- Dental School Theft

## *LSU HEALTH CARE SERVICES DIVISION*

- Contract Pharmacy Agreement

## *FY 2014 AUDITS CURRENTLY IN PROGRESS*

- LSU - Mobile Device Security (IT)
- HSCS - Clinical Trials
- HCSD - Safety and Security
- HCSD - Contract Monitoring
- HCSD - Billing, Charge Capture and Collection at Lallie Kemp
- HCSD - Hospital Transition Issues – Employee Termination
- Multi - Network Capability and Disaster Recovery/Business Continuity Planning

## *OTHER AUDIT ACTIVITIES IN FY 2014*

- Annual risk assessment and planning
- Review of external audits of LSU System campuses
- External Quality Assessment Review (QAR)
- Quality Assurance and Improvement Program (QAIP)
- Development of continuous monitoring programs



**Academic and Student Affairs Consent Agenda**  
**APPROVAL OF DEGREES TO BE CONFERRED**  
**AT THE FALL, 2014 COMMENCEMENT EXERCISES**

**1. Resolution for approval of degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (December 18, 19, 21, 2014).**

LSU.....	December 19, 2014 (Diploma Ceremonies List Attached)
LSU at Alexandria.....	December 18, 2014 10:00 a.m. Alexandria Riverfront Center
LSU at Eunice.....	December 19, 2014 3:00 p.m. Health and Physical Education Building
LSU Health Sciences Center in New Orleans.....	Conferring of Degrees Only, No Ceremony
LSU Health Sciences Center in Shreveport.....	No Commencement
LSU in Shreveport.....	December 21, 2014 2:00 p.m. CenturyLink Center
LSU School of Veterinary Medicine.....	No Commencement
Paul M. Hebert Law Center.....	Conferring of Degrees Only, No Ceremony

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System on (December 18, 19, 21, 2014).

# FALL COMMENCEMENT

## Friday, December 19, 2014

### SCHEDULE OF ACTIVITIES:

#### Main Ceremony

Louisiana State University does not conduct a Main Ceremony in December. All degrees are conferred at the diploma ceremonies.

#### Diploma Ceremonies

- 8:30 a.m.** College of Humanities & Social Sciences  
Location: Maravich Assembly Center  
Assemble: Maravich Assembly Center's southwest and northwest portals no later than 7:45 a.m.
- 9:00 a.m.** College of Agriculture  
Location: Maddox Fieldhouse  
Assemble: Maddox Fieldhouse no later than 8:15 a.m.
- Manship School of Mass Communication  
Location: Student Union Theater  
Assemble: Student Union Theater no later than 8:15 a.m.
- College of Music and Dramatic Arts  
Location: Shaver Theatre  
Assemble: Room 135 Music & Dramatic Arts Building no later than 8:15 a.m.
- School of Veterinary Medicine  
Location: Room 1212-C, School of Veterinary Medicine  
Assemble: Room 1212-C, School of Veterinary Medicine no later than 8:45 a.m.
- 11:30 a.m.** College of Human Sciences and Education  
Location: Maravich Assembly Center  
Assemble: Assembly Center's northwest portal no later than 10:30 a.m.
- 12:30 p.m.** College of Art and Design  
Location: Student Union Theater  
Assemble: Student Union Theater no later than 11:45 a.m.
- School of the Coast and Environment  
Location: Dalton Woods Auditorium, Energy, Coast & Environment Building  
Assemble: Rotunda Lobby no later than 12:00 p.m.
- College of Science  
Location: Maddox Fieldhouse  
Assemble: Maddox Fieldhouse no later than 11:45 a.m. Procession begins at 12:20 p.m.
- 3:00 p.m.** E. J. Ourso College of Business  
Location: Maravich Assembly Center  
Assemble: Assembly Center's northwest portal no later than 2:15 p.m. Procession begins at 2:45 p.m.
- 6:00 p.m.** College of Engineering  
Location: Maravich Assembly Center  
Assemble: Assembly Center no later than 5:15 p.m.



## Academic and Student Affairs Consent Agenda

### ***REQUEST APPROVAL FROM LSU A&M TO NAME THE LSU HONORS COLLEGE THE "ROGER HADFIELD OGDEN HONORS COLLEGE"***

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

LSU has requested that the LSU Honors College be named the Roger Hadfield Ogden Honors College, based on a generous endowment for the College from his son, Roger Houston Ogden, an alumnus of LSU, former member of the LSU Board of Supervisors, business leader, philanthropist and long-time donor to LSU.

As the attached documents indicate, the request to name the LSU Honors College the Roger Hadfield Ogden Honors College was initiated by the Dean, Dr. Jonathan Earle. Dean Earle wrote,

"Roger Hadfield Ogden was a local independent geologist and oil operator in Lafayette Louisiana. He was born June 12, 1920 in West Newton, Massachusetts and graduated from the University of Colorado, but he loved Louisiana. He was President of the Shreveport Geological Society and was a member of the Shreveport and Lafayette Geological and Geophysical Societies. The senior Ogden was also a member of the American Association of Petroleum Geologists and the Petroleum Club. He served his profession and his community well, and believed in hard work and education. He passed away in 1969 at the age of 49.

In honor of his father's dedication to his family, his profession, his community and his deep belief in excellence in education, Roger would like to dedicate this naming to his father."

Dean Earle also noted that, "

"His son's generosity to the college will help catapult it into national prominence, which will in turn help us to attract and retain top students."

This request to name the Honors College after Mr. Roger Hadfield Ogden was endorsed by the Honors College Faculty, Staff and Advisory Council, by the Naming University Facilities and Academic Units Committee, and by President and Chancellor F. King Alexander.



**Attachments:**

- Memorandum from Dean Jonathan Earle, Honors College
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee
- Memorandum from President and Chancellor F. King Alexander

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request to name the LSU Honors College the “Roger Hadfield Ogden Honors College.”



October 9, 2014

President F. King Alexander  
LSU Office of the President  
3810 W. Lakeshore Drive  
University Administration Building  
Baton Rouge, La 70808

Dear President Alexander,

The LSU Honors College would like formally to request to name the LSU Honors College the "Roger Hadfield Ogden Honors College" after Roger Houston Ogden's father Roger Hadfield Ogden.

Roger Hadfield Ogden was a local independent geologist and oil operator in Lafayette, Louisiana. He was born June 12, 1920 in West Newton, Massachusetts and graduated from the University of Colorado, but he loved Louisiana. He was President of the Shreveport Geological Society and was a member of the Shreveport and Lafayette Geological and Geophysical Societies. The senior Ogden was also a member of the American Association of Petroleum Geologists and the Petroleum Club. He served his profession and his community well, and believed in hard work and education. He passed away in 1969 at the age of 49.

In honor of his father's dedication to his family, his profession, his community and his deep belief in excellence in education, Roger would like to dedicate this naming to his father.

Roger Houston Ogden has already established an endowed professorship and a leadership scholarship for the Honors College to honor his father. He is a cofounder of Stirling Properties and has served as chairman and chief executive officer for more than twenty years. The real estate developer has been responsible for the development and acquisition of more than \$350 million in commercial real estate. Since 1994, he has served as principal of Roger H. Ogden Development and executed several of his larger projects including the Wyndham Riverfront Hotel in 1996, the 2000 acquisition and repositioning of the Shops at Canal Place, the current construction of the Loews Hotel on Poydras Street, and the restoration of the Piazza D'Italia in New Orleans. He is a former trustee of the International Council of Shopping Centers and vice president for the Southern Division.

Ogden graduated second in his class from the LSU College of Business Administration in 1968. At LSU he served as Student Government Association president during his senior year and was a member of the Kappa Sigma fraternity. He went on to Tulane Law School, where he graduated in the Order of the Coif and was elected to The Law Review.

A civic leader, philanthropist and generous supporter of the arts, Ogden has served on the Board of Directors of the Contemporary Arts Center, the New Orleans Museum of Art, and the New Orleans Ballet. Currently, he serves on the boards of the Louisiana State Museum, the LSU Museum of Art, the New Orleans Center for the Creative Arts, and The Louisiana Governor's Mansion Foundation. The Ogden Museum of Southern Art at Lee Circle, one of the true gems of New Orleans' cultural scene, was begun with a donation of more than 1,000 pieces of art from Ogden's personal collection.

Among Ogden's many professional, business and civic awards are the Metropolitan Area Committee's Special Achievement Award for Metro-New Orleans in 1990; New Orleanian of the Year Award, named by Gambit Magazine, in 1994; the Mayor's Arts Award -- Arts Council of New Orleans in 1995; "Community Hero" Torchbearer in the 1996 Olympic Torch Relay; the Humanitarian Award from the National Jewish Medical and Research Center in 2001; the 2002 John G. Tower Award by Kappa Sigma Fraternity; and the Preservation Award by the Foundation for Historical Louisiana.

Ogden's service to LSU has been impressive and ongoing. He has been a member and a former chairman of the LSU Board of Supervisors, where he helped to create with former Chancellor Mark Emmert the LSU Flagship Agenda which helped LSU catapult into national prominence. He has also served to chair the Stan Scott Cancer Center Board of Advisors at LSU Health Sciences Center. In 1998, he was elected to the LSU Alumni Hall of Distinction.

The Honors College Faculty, Staff and Advisory Council would like respectfully to request to name the Honors College the Roger Hadfield Ogden Honors College after Mr. Roger Hadfield Ogden and the excellence he represented to his family, his profession and community. His son's generosity to the college will help catapult it into national prominence, which will in turn help us to attract and retain top students.

Sincerely,



Jonathan Earle  
Roger Hadfield Ogden Dean  
LSU Honors College

cc: Bunnie R. Cannon

2014-18

November 14, 2014

**TO:** President-Chancellor F. King Alexander

**FROM:** Naming University Facilities and Academic Units Committee

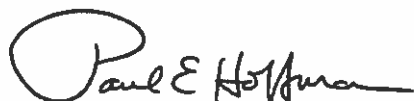
**RE:** Naming Proposal 2014-18, "Roger Hadfield Ogden Honors College"

Dear Dr. Alexander:

Attached please find a memo from Dean Jonathan Earle of the Honors College proposing that his college be named the "Roger Hadfield Ogden Honors College" in honor of Roger Hadfield Ogden, as requested by his son, TMr. Roger Houston Ogden, a notable alumnus, business leader and philanthropist and donor to LSU who proposes to endow the College per an agreement known to you.

Your Naming University Facilities and Academic Units Committee has reviewed this proposal and recommends its approval. Should you agree, please forward it with your recommendation to the Board of Supervisors for their disposition of the matter.

For the Committee,

A handwritten signature in black ink that reads "Paul E Hoffman". The signature is written in a cursive style with a large, looped initial "P".

Paul E. Hoffman, Chair  
Naming University Facilities and Academic Units Committee

Paul W. and Nancy W. Murrill Distinguished Professor  
And Professor of History

Attached: Memo of Dean Jonathan Earle, October 9, 2014

CC: Bunnie R. Cannon

Jane W. Cassidy



**Office of the President**

**Date:** November 13, 2014

**To:** LSU System Office

**From:** Dr. F. King Alexander *FKA*  
Chancellor and President

**Re:** Roger Hadfield Honors College

The Committee on Naming University Facilities has recommended that the LSU Honors College be renamed the LSU Roger Hadfield Ogden Honors College after Roger Houston Ogden's father. Roger Houston Ogden has made a generous endowment to the College and wishes to name the college after his father for his love of family, community, education, and profession.

I concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the December 2014 meeting agenda.

**Attachments**

cc: Dean Jonathan Earle, Honors College  
Dr. Paul Hoffman, Chair University Naming Committee  
Dr. Jane Cassidy, Vice Provost Academic Affairs

*Office of the Chancellor • 156 Thomas Boyd Hall • Baton Rouge, Louisiana • 70803  
P (225) 578-6977 • F (225) 578-5982 • [www.lsu.edu/chancellor](http://www.lsu.edu/chancellor)*



## Academic and Student Affairs Consent Agenda

### *REQUEST FROM LSU A&M FOR FULL APPROVAL OF THE INSTITUTE FOR ADVANCED MATERIALS*

**To: Members of the Board of Supervisors**

**Date: December 12, 2013**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

Description and Objectives: The Institute for Advanced Materials (IAM) was granted one-year conditional approval in December 2013 and now seeks full approval to coordinate LSU's research and educational activities related to Materials Science and Engineering (MS&E). The primary objective of IAM is to ensure that LSU is a major player in the development of materials for the 21st Century.

The goals of the IAM are to foster discovery, innovation, and education in MS&E. The central functions of the institute are divided into distinct areas:

- 1) Academics (Certificate in Materials Science & Engineering -- MS&E)
- 2) LSU's Shared Instrumentation Facility (SIF)
- 3) Computation and data management

The IAM is an integral component of the Certificate in Materials Science & Engineering, which was approved in May 2013. This certificate program provides additional coursework and training for graduates in related fields, and students are heavily engaged in functions of the IAM.

The IAM acts as a coordinating organization to guide local industrial partners to the higher-educational research contacts appropriate to their interests. Industries will continue to be able to better partner with faculty members who have the needed expertise, both by participating in joint research projects or by funding the research needed. The IAM will address important needs for local industry through the MS&E certificate program and will also provide for expensive analytical instrumentation which will be made available to industries that would not normally be able to afford it.

Need: There has long been a need at LSU for an organization that can channel and focus the energy and aspirations of the community of researchers in Materials Science and Engineering. The university has been well served over the past year by an organization that coordinates

facilities, education, and research to advance an interdisciplinary program in MS&E. IAM serves as a lens through which LSU research and education is projected and promoted to the outside world.

Faculty: The quality of the Materials Science and Engineering faculty and their established research programs has served as the foundation for IAM, which focuses on enhancing productivity both in research and education. At present there are 98 faculty members who have chosen to be affiliated with the proposed IAM: 48 from the College of Engineering and 50 from the College of Science.

### **3. Review of Business Plan**

Administration: The director and executive committee of the IAM report directly to the Vice Chancellor for Research & Economic Development. The Institute's administration is advised by an external advisory committee as well as a second advisory committee of LSU deans and department chairs. The IAM has oversight of the Shared Instrumentation Facility and coordination of the Certificate in Material Science & Engineering.

Budget: The operation of IAM requires no additional funding beyond that provided through LSU sources. The SIF functions as a cost center with an established budget. All of the classroom and courses needed for the Certificate in MS&E are currently in existence.

Facilities and Equipment: IAM will be responsible for the operation, management, and promotion of the Shared Instrumentation Facility, created and supported by ORED at LSU. The SIF has consolidated instrumentation needed by the MS&E faculty for characterization of materials into one centrally managed cost center. The main location is the first floor of the new Chemistry and Materials Building, with some equipment located at other sites but operated as one facility.

### **4. Review of Documents Related to Referenced Matter**

A detailed proposal is on file within the LSU System Office of Academic Affairs.

### **5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

### **RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M for full approval of the Institute for Advanced Materials, subject to approval by the Louisiana Board of Regents.”



## Academic and Student Affairs Consent Agenda

### ***REQUEST APPROVAL FROM LSU A&M TO ESTABLISH THE MASTER OF DIGITAL MEDIA ARTS & ENGINEERING***

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

##### Description

In May 2014, the Board of Regents granted approval of the Letter of Intent to develop a proposal for a Master of Science in Digital Media Arts and Engineering. The proposed program is a professional applied 45 credit hours project-based program in the College of Engineering. The curriculum will employ a practice driven approach to produce professional outcomes designed to immediately meet industry needs. The program will initially target interactive web, handheld, video game, visual effects, and 3D animation companies with an eye to expand and include digital film, post-production and serious games. Graduates of the program will gain proficiency regarding the different business models, documentation, leadership, industry etiquette, interactive design concepts, development cycles, project management, distributed development, complex interactive pipelines, and industry trends as well as specializing in a core area of expertise.

Digital media development is an interdisciplinary field that encompasses interactivity, communication, science, technology, art and mathematics. Nine of the 45 hour MDMAE degree hours will be required in a traditional university setting; students will have a choice of 4000 and 7000 level elective courses from several disciplines across campus. Classes will be offered from the College of Engineering, the College of Art & Design, School of Music, and the Manship School of Mass Communication. A cross-disciplinary education and collaboration with other units on campus is required in this program. The program will encourage students to take a diverse range of classes from different disciplines to promote cooperation and collaboration between musicians, programmers, artists, communicators, digital media specialists, writers and designers, thus enriching their educational experience.

##### Need

There are currently over 20,000 jobs in digital media related skill-sets currently in an 80-mile radius from Baton Rouge. Louisiana's digital media and software industry is positioned for significant growth. A recent analysis by McKinsey & Co. revealed that Louisiana could create up



to 23,000 direct and indirect jobs focused in the digital media and software industry in the next 20 years. No other graduate program similar to the proposed DMAE program exists in the state, and there is a need for further training in digital media arts to support the state's effort to attract digital media companies with tax credits and start-up assistance. Louisiana's attractive Digital Interactive Media and Software Development Incentive provides a tax credit of 25% of qualified production expenditures for state-certified digital interactive productions in Louisiana and 35% tax credit for payroll expenditures for Louisiana residents. The major response the state has seen to this tax credit initiative has brought to light the need for this master degree program.

The film industry in Louisiana has tripled from 33 active productions in 2007 to an average of 92 from 2008 to 2010. This generated an estimated \$1.3 billion spent on production. According to the Bureau of Labor Statistics, for the 2008-2018 decade, employment growth in animation and game art is 14 percent. Employment in the motion picture and video industries is also projected to grow 14 percent during the same period, compared with 11 percent growth projected for wage and salary employment in all other industries combined. New and revised academic programs are needed in advance to accommodate this growing future demand.

This new program proposal coincides with the recent opening of the Louisiana Digital Media Center, LSU's new 90,000 sq. ft. facility that contains an innovative state-of-the-art theatre and houses both the Center for Computational Technology (CCT) and the Electronic Arts' North American Testing Center (3rd floor). This co-location of private industry and public education in a digital-media-rich facility will promote collaboration and serve as a cornerstone for nurturing further growth of the digital media industry in Louisiana – both from a public sector educational and workforce development perspective and from a private sector economic development perspective. The combination of both entities in one facility provides a unique opportunity and can propel Louisiana forward within this arena. Specialized space has been designed and allocated in anticipation of the new program.

### Students

The program is projected to start with a cohort of 8 students and totaling 13 for the first full year. Enrollment is expected to reach 25 students by the end of the third year, and 40 students in the fifth year of the program. The makeup will most likely be 50% artists, 25% engineers, 13% from audio and 12% from other disciplines. This breakdown is based on enrollment in similar programs and Program Director Marc Aubanel's previous experience that interest in this field from students in the arts exceeds those in engineering. Encouraging a greater number of students to become engineers and pursue a technical track is a key goal of the program. The program expects to attract students from out of state as even with the increased tuition, this will be one of the most affordable master's degree of digital media in the country. There is also strong existing student demand for the program from the undergraduate Digital Media Minors programs at LSU and increased student interest in the field.

## **3. Review of Business Plan**

### Administration

The program will initially be housed within the College of Engineering and will be offered through the LSU Graduate School. The administrating college will be evaluated biennially based on student population and administrative capacity. Academic governance will be overseen by a faculty committee of 3 members from the College of Engineering, 3 members from College of

Art & Design and a select number of members from other colleges in related fields. The Director of the proposed program will serve as an ex-officio non-voting liaison.

### Faculty

Two additional full-time and two additional part-time faculty will be required to initiate the program. It is anticipated an additional FT and PT faculty member will be required in 2016 and again in 2018 as the program grows. Based on a student population of 40 students and full-time faculty of 4 new instructors, the anticipated student to full-time instructor ratio would be 10:1. The mix of existing faculty, with the 4 new instructors will also be supplemented with part-time faculty. With rapidly changing industry needs and practices, it is critical that the faculty is complemented with working professionals teaching part-time. Including all faculty it is anticipated that the student to instructor ratio will be 7:1 (normalizing part-time faculty teaching load). The size of the faculty is directly affected by how many industries the program targets.

### Facilitates and Equipment

The primary location for the DMAE-specific classes will be housed in the Digital Media Center. This will include classrooms, lab, equipment and office space for faculty. LSU expects that when the program is fully implemented, the space allocated will be fully utilized and will accommodate the program at its projected size. Space will also be utilized as necessary at the College of Art & Design as well as the College of Engineering. Facilities for the electives will be provided across the campus.

The library collection as it currently stands is adequate to support the immediate needs of the program. Any specific library purchases required would overlap with other programs and departments and it is not anticipated that there will be a need to specifically purchase materials for this program.

### Costs

In order to ensure that the program is high quality, relevant to needs of the digital media industry, and financially self-sufficient in the long run, LSU sought and was granted approval in HB 671 of the 2013 Regular Session of the Louisiana Legislature to implement a special \$2500 per semester Digital Media Program fee. This fee will be in addition to LSU's regular graduate tuition. The money will be used to help fund equipment and faculty salaries to implement and continually enhance the program. With a projected student body of 40 continuing students it is anticipated that the special fee will generate an additional \$200,000 in revenue annually. The program also anticipates developing partnerships with private industry and also expects to gain assistance from BRAC and LED. (The full proposal on file in the LSU System Office of Academic Affairs provides detailed information on anticipated additional costs and revenues of the proposed new program.)

## **4. Review of Documents Related to Referenced Matter**

A detailed proposal is on file within the LSU System Office of Academic Affairs.

## **5. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the Master of Digital Media Arts and Engineering at LSU A&M, subject to approval by the Board of Regents.”



## Academic and Student Affairs Consent Agenda

### *REQUEST APPROVAL FROM LSU HEALTH SCIENCES CENTER IN NEW ORLEANS FOR REAUTHORIZATION OF THE NEUROSCIENCE CENTER OF EXCELLENCE*

**To: Members of the Board of Supervisors**

**Date: December 1, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Proposal**

##### Background.

This request is for re-authorization of the Neuroscience Center of Excellence at the Louisiana State University Health Sciences Center in New Orleans for a period of five years.

The Neuroscience Center of Excellence was authorized by the LSU Board of Supervisors and the Board of Regents in 1989. The recognition of the Neuroscience Center as a Center of Research Excellence was supported a few years later by institutional funds to begin a comprehensive biomedical scientific center at the LSU Medical Center aligned with the mission components of Education, Research, Patient Care, and Community Service. Dr. Bazan led the effort to create the Neuroscience Center of Excellence and has been the director of the Center since its inception. The Center recruited faculty from many related disciplines and across departmental lines that joined together in common purpose and active work. All Center faculty members have joint appointments in clinical or basic science departments within the LSUHSC-NO system. The Center also hosts faculty from several research and clinical departments.

##### Accomplishments

The Neuroscience Center of Excellence has become a driving force behind the development of the neurosciences at LSUHSC, in New Orleans, and in Louisiana. The Neuroscience Center pursues a multidisciplinary approach to neuroscience education, research and community activities. A major role of the Center is to mentor the development of neuroscientists and clinician-neuroscientists through fundamental and translational research. The overall research mission is to contribute to our understanding of brain function and to discover the underlying mechanisms of brain and retinal diseases and behavioral disorders.

Significant accomplishments include:

- The development of biomarkers as predictors of neurological conditions, such as traumatic brain injury (TBI), and paradigm shifts in neurorestoration and therapies for brain and retinal diseases. The researchers take an integrated approach by studying the nervous system at all levels of analysis, linking specific molecules, cells, and neural circuits with mental processes, vision, audition and cognition.
- The Center has also been successful in training students (undergraduate and graduate), and post-doctoral fellows for medical research in academic, government and industry settings. Teams of neuroscience mentors guide junior investigators along the path to acquiring their own independently-funded research. This innovative approach to mentoring junior faculty resulted in competitively obtaining funds for three five-year awards for a Centers of Biomedical Research Excellence grant (2001 – 2017) from NIH. This was the first COBRE received in the state of Louisiana and has served as a model for other subsequent COBREs.
- Center faculty members have received significant federal, state, and private research funding for the past 30 years. In the early 1990's, Dr. Bazan organized and led a major interdisciplinary research program on Neural Response to Injury: Prevention, Protection, and Repair that attracted \$13.8M. The Center also attracted a major EPSCOR/NSF grant on Micro nanotechnologies in neural signaling (2002-2004) that brought together three Louisiana academic institutions: LSUHSC, UNO, and LSU. Throughout the past several decades the Center also has had NIH grants in collaboration with scientists from a number of other universities, including Harvard, Southern California, Mayo Clinic, and John Hopkins.
- Beyond the research community, the Center also actively engages in public outreach. The Neuroscience Center is comprised of 19 teams lead by independent faculty members who focus their creativity on molecular, cellular, developmental, and functional neuroscience that contribute to understanding and conquering diseases of the nervous system.
- The Neuroscience Center has been a hallmark of the institution in part because the Center participates in translational research programs, such as those sponsored by the LSUHSC Translational Research Initiative, to bring the innovative research conducted in the lab to the clinic, providing new approaches to therapy and treatment for nervous system injuries and diseases. To date, the innovative research conducted has resulted in more than 20 patents or patent applications and in the establishment of St Charles Pharmaceutical, the first biotech/pharma start-up of the region.
- The innovative, educational and mentoring programs offered by or in connection with the Neuroscience Center include the Interdisciplinary Neuroscience Graduate Program, the Summer Undergraduate Neuroscience (SUN) Program, the Medical

students' Outstanding Opportunities in Neuroscience (MOON) Program, the Neurobiotechnology Program of Louisiana, seminar programs and lectureships, and postdoctoral fellowships for training the next generation of investigators.

### **3. Fiscal Note**

The LSUHSC-NO Neuroscience Center of Excellence has been funded in FY2014-2015 for a total of \$7,106,095. Approximately 50% of the funds are State/Institutional; the other 50% is self-generated from grants, contracts, and private gifts. Projected funding in upcoming years totals: \$12,179,119 in FY2015-2016; \$14,307,892 in FY2016-2017; \$16,610,319 for FY2017-2018; and \$19,754,943 for FY2018-2019. (See attached Budget Forms.)

### **4. Review of Documents**

The reauthorization of the Neuroscience Center of Excellence has been reviewed and approved by appropriate faculty and administrators at the LSUHSC-NO and the System Office of Academic Affairs.

### **5. Other**

The full proposal for reauthorization of the Neuroscience Center of Excellence at LSUHSC-NO is available in the System Office of Academic Affairs. Additional information on physicians, facilities, research, and programs is also available on the Center's website: <http://www.medschool.lsuhs.edu/neuroscience/>.

### **6. Certification of campus (or equivalent) re. Paragraph C, Article VII, Section 8.**

Appropriate certifications were provided by LSUHSC-NO.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

### **RESOLUTION:**

**"NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recommends reauthorization of the Neuroscience Center of Excellence at Louisiana State University Health Sciences Center in New Orleans for an additional five-year period, subject to approval by the Louisiana Board of Regents."



**LOUISIANA BOARD OF REGENTS**  
**Center/Institute Budget Form**

<b>REVENUE</b> (Example: State/Institutional Appropriations, State Grants, Federal Grants, etc.)	<b>Year 1 AY (2014-2015)</b>	<b>Year 2 AY (2015-2016)</b>	<b>Year 3 AY (2016-2017)</b>	<b>Year 4 AY (2017-2018)</b>	<b>Year 5 AY (2018-2019)</b>
State/Institutional	3,580,031	3,580,031	3,580,031	3,580,031	3,580,031
State Grants	-	50,000	-	-	-
Federal Grants	2,909,672	6,541,413	8,851,562	11,000,000	14,000,000
Non-Federal Grants	327,000	192,530	-	100,000	100,000
Contract/Agreements	129,392	499,797	449,583	400,000	400,000
Indirect Cost Recovery	160,000	315,348	426,716	530,288	674,912
Private/Gifts	-	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total Revenue</b>	7,106,095	12,179,119	14,307,892	16,610,319	19,754,943



LOUISIANA BOARD OF REGENTS  
Center/Institute Budget Form

<b>PENDING REVENUE</b> (Example: Monies from outstanding proposals submitted for funding)	Year 1 AY (2014-2015)	Year 2 AY (20xx-20xx)	Year 3 AY (20xx-20xx)	Year 4 AY (20xx-20xx)	Year 5 AY (20xx-20xx)
Grants	3,203,653				
Indirect Cost Recovery	161,510				
<b>Total Pending Revenue</b>	3,365,163				





**LOUISIANA BOARD OF REGENTS**  
**Center/Institute Budget Form**

<b>ESTIMATED COSTS</b>	<b>Year 1 AY (2014-2015)</b>	<b>Year 2 AY (2015-2016)</b>	<b>Year 3 AY (2016-2017)</b>	<b>Year 4 AY (2017-2018)</b>	<b>Year 5 AY (2018-2019)</b>
(Example: Administration, Faculty, and Support Salaries, Travel, Graduate Assistantships, Equipment, Supplies, Other, etc.)					
Administration	290,566	299,283	372,161	383,326	394,826
Faculty	3,220,220	3,930,220	4,048,127	4,169,570	4,294,658
Civil Employees	67,038	69,049	71,121	73,254	75,452
Lab Personnel	1,511,204	2,556,540	2,633,236	2,712,233	2,793,600
Graduate Assistantship	277,262	285,580	380,773	392,196	403,962
Travel	10,000	15,000	17,000	20,000	20,000
Supplies	100,000	150,000	200,000	200,000	200,000
Summer Students Program	10,000	10,000	10,000	10,000	10,000
Phone	18,000	19,000	19,000	19,000	19,000
Equipment maintenance	300,000	300,000	400,000	400,000	400,000
Contracts	48,000	48,000	48,000	48,000	48,000
Lab supplies/ services	300,000	654,000	885,000	1,100,000	1,400,000



**LOUISIANA BOARD OF REGENTS**  
**Center/Institute Budget Form**

Research Incentive compensation	145,000	200,000	350,000	350,000	350,000
Equipment	200,000	400,000	600,000	500,000	500,000
<b>Total Costs</b>	<b>6,497,290</b>	<b>8,936,672</b>	<b>10,034,418</b>	<b>10,337,580</b>	<b>10,909,498</b>



## Academic and Student Affairs Consent Agenda

### ***REQUEST APPROVAL FROM LSU A&M TO ESTABLISH A GRADUATE CERTIFICATE PROGRAM IN BEHAVIOR AND HEALTH***

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

Louisiana State University requests approval to establish a Graduate Certificate in Behavior and Health (BEH). The certificate can be a stand-alone credential for non-degree seeking students as well as a milestone or enhancement for a degree seeking student.

The purpose of the BEH graduate certificate is to increase collaboration with state and local leaders, and to extend the influence of scholarly expertise in behavior and health to benefit the state and region, as well as national and international efforts. The expected outcome is a focused effort to understand problems related to behavior and health and to discover ways to mitigate their impact.

The BEH certificate will provide an educational opportunity for (1) individuals in the community to update their knowledge and improve their professional practice in the workplace and (2) provide a credential available to current students that will document their preparation in applied areas of changing health behavior and health promotion. This program has the potential to yield positive social and economic benefits.

This proposed graduate certificate program will provide an opportunity for students to study different areas related to life style issues and behavior change through courses offered in four disciplines: Kinesiology, Nutrition and Food Sciences, Psychology, and Education. The program requires 6 courses for a total of 18 curriculum hours. Students will take a minimum of two courses (6 credits) in Kinesiology, two courses (6 credits) in Nutrition and two courses (6 credits) in Psychology or Counselor Education. A minimum of 3 of the 6 courses must be taken at the 7000 level to complete the certificate.

Cardiovascular disease is consistently the leading cause of death in the US. The rate of Type II diabetes has risen dramatically over the past two decades, as has the rate of obesity for both children and adults. Life style choices have a profound influence on individual risk factors for

these conditions and the choice to be physically inactive has devastating consequences. In fact, it is estimated that the annual number of US deaths from physical inactivity alone is ~250,000. Problems associated with high levels of physical inactivity and poor nutritional choices are exacerbated in Louisiana, which has recently surpassed Mississippi for the first time to rank #1 for adult obesity according to the Robert Wood Johnson Foundation. Children in Louisiana are similarly impacted by poor health-related behaviors as evidenced by earning a grade of D on the 2012 Louisiana Report Card on Physical Activity and Health for Children and Youth published by the Pennington Biomedical Research Center.

Health problems caused by poor life style choices have a negative economic impact associated with the high cost of treating conditions caused by physical inactivity and poor nutritional choices. Changing health behaviors in Louisiana has the potential to yield both economic benefits as well as to improve the quality of life for individuals. There is a clear need for educational programs at the graduate level that will enhance the preparation of professionals in a wide range of health care services, exercise promotion, rehabilitation programs, and other programs and services related to behavior and health. This graduate certificate program addresses evolving needs within the state and region.

The certificate program will also increase collaboration among kinesiology, nutrition, and psychology that can lay the foundation for proposals for external funding to support efforts to address these problems.

### **3. Review of Business Plan**

The BEH certificate program consists of courses that are currently taught on a regular basis in kinesiology, counselor education, and psychology. Nutrition and Food Sciences has approved one new course to be included in the certificate program, which is being offered this fall. The department is moving forward to create two other courses that will be options for the BEH certificate.

Since the proposed Graduate Certificate in Behavior and Health will utilize existing faculty and facilities and courses that are currently taught, no additional resources will be required to implement the program.

The certificate program will be overseen by a faculty committee and coordinated by the Graduate School. The faculty committee includes representatives from each participating department. The Dean of the Graduate School serves as an ex-officio member of the educational committee.

### **4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus

#### **Attachment:**

*Proposal to Develop a New Academic Certificate Program*

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M for the establishment of a Graduate Certificate Program in Behavior and Health, subject to approval by the Board of Regents.”

## PROPOSAL to DEVELOP a NEW ACADEMIC CERTIFICATE PROGRAM

**Date: December 12, 2014**

<b>Campus:</b> Louisiana State University and A&M College	<b>Program:</b> Graduate Certificate in Behavior and Health, CIP: 51.2212
<b>Contact:</b> T. Gilmour Reeve, Vice Provost <a href="mailto:tgreeve@lsu.edu">tgreeve@lsu.edu</a> , 225-578-6610	

### 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.

Louisiana State University requests approval to establish a Graduate Certificate in Behavior and Health (BEH). The certificate can be a stand-alone credential for non-degree seeking students as well as a milestone or enhancement for a degree seeking student.

The purpose of the BEH graduate certificate is to increase collaboration with state and local leaders, and to extend the influence of scholarly expertise in behavior and health to benefit the state and region, as well as national and international efforts. The expected outcome is a focused effort to understand problems related to behavior and health and to discover ways to mitigate their impact. The BEH certificate will provide an educational opportunity for individuals in the community to update their knowledge and improve their professional practice in the workplace. Additionally, the BEH certificate will make a credential available to current students that will document their preparation in applied areas of changing health behavior and health promotion. This program has the potential to yield positive social and economic benefits.

At LSU this graduate certificate program would expose students to different areas related to life style issues and behavior change through courses offered in Kinesiology, Nutrition and Food Sciences, Psychology, and Education. The program is comprised of 6 courses for a total of 18 curriculum hours. We propose that students take a minimum of two courses (6 credits) in Kinesiology, two courses (6 credits) in Nutrition and two courses (6 credits) in Psychology or Counselor Education, selected from the options listed in the curriculum below. A minimum of 3 of the 6 courses must be taken at the 7000 to complete the certificate.

Content Area	Credit Hours	Course Title	Course Number
Kinesiology	6	Psychosocial Aspects of Physical Activity	KIN 4520
		Introduction to Health Promotion	KIN 4606
		Theories of Achievement Motivation	KIN 7515
		Exercise in Health and Disease	KIN 7534
		Changing Health Behavior	KIN 7601
		Social Ecological Influences on Physical Activity and Health	KIN 7602
		Stress Management and Emotional Health	KIN 7603
Nutrition and Food Sciences	6	Food, Nutrition and Health Promotion	NFS 7012
		Weight Management	NFS 7021
		Current Controversies in Food and Nutrition	NFS 7022
Psychology and Counselor Education	6	Psychology of Thinking and Decision Making	PSYCH 4030
		Psychology of Memory and Forgetting	PSYCH 4033
		Physiological Psychology	PSYCH 4034
		Drugs, the Brain and Behavior	PSYCH 4035

			Neuropharmacology	PSYCH 4037
			Interpersonal Communication	ELRC 4365
			Girls' and Women's Issues in Counseling	ELRC 5300
			Group Techniques and Dynamics in Counseling	ELRC 7330
			Counseling Theory and Techniques	ELRC 7331
			Counseling Across the Lifespan	ELRC 7391
			Special Topics in Counseling	ELRC 7397

## 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.

Cardiovascular disease is consistently the leading cause of death in the US. The rate of Type II diabetes has risen dramatically over the past two decades, as has the rate of obesity for both children and adults. Life style choices have a profound influence on individual risk factors for these conditions and the choice to be physically inactive has devastating consequences. In fact, Powell and Blair estimate that the annual number of US deaths from physical inactivity alone is ~250,000. Problems associated with high levels of physical inactivity and poor nutritional choices are exacerbated in Louisiana, where we have just surpassed Mississippi for the first time to rank #1 for adult obesity according to the Robert Wood Johnson Foundation. Children in Louisiana are similarly impacted by poor health-related behaviors as evidenced by earning a grade of D on the 2012 Louisiana Report Card on Physical Activity and Health for Children and Youth published by the Pennington Biomedical Research Center. Health problems caused by poor life style choices have a negative economic impact associated with the high cost of treating conditions caused by physical inactivity and poor nutritional choices. Changing health behaviors in Louisiana has the potential to yield both economic benefits as well as to improve the quality of life for individuals. There is a clear need for educational programs at the graduate level that will enhance the preparation of professionals in a wide range of health care services, exercise promotion, rehabilitation programs, and other programs and services related to behavior and health. This graduate certificate program addresses evolving needs within the state and region.

LSU is committed to solving social, economic, and environmental challenges. This certificate program will result in increased collaboration with state and local leaders by providing valuable educational experiences for individuals who are addressing problems related to behavior and health. It also has the potential to increase diversity among faculty and students as well as to increase our involvement with diverse communities as we work to address problems related to behavior and health. The certificate program will increase collaboration among kinesiology, nutrition, and psychology that can lay the foundation for proposals for external funding to support efforts to address these problems.

## 3. Students

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

There are two areas of interest/demand for this proposed program. One is students who are already enrolled in graduate programs at LSU whose professional goals focus on improving health and quality of life across the lifespan. Incorporating the BEH certificate program in their current programs would enhance their preparation and marketability. Students in kinesiology, psychology, nutrition, social work, and counseling, would benefit from having a credential that documents they have expertise in changing health behaviors. Additionally, individuals in the community who are employed in the fitness industry, corporate wellness, rehabilitation centers, clinics, and other professions where behavior and health are concerns would be attracted to this certificate program. Especially in the fitness industry where the qualifications of personal trainers are often called into question, obtaining a certificate in behavior and health from an established program would not only provide evidence of expertise but would also provide valuable educational experiences to these individuals.

**4. Accreditation**

Describe plan for achieving program accreditation.

There is no accreditation available for this graduate 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?

The BEH certificate program consists of courses that are currently taught on a regular basis in kinesiology, counselor education, and psychology. Nutrition and Food Sciences has approved one new course to be included in the certificate program, which is being offered this fall. The department is moving forward to create two other courses that will be options for the BEH certificate. The response to the initial course offering has been very positive, and it is anticipated that the other new courses will be very appealing to graduate students. The three departments have the capacity to offer all courses on the proposed plan at least every other year, so that students will have the opportunity to select the courses that are most beneficial to them. Many of the courses are offered annually, and several are offered every semester.

The certificate program will be overseen by a faculty committee and coordinated by the Graduate School. The faculty committee includes representatives from each participating department. The Dean of the Graduate School serves as an ex-officio member of the educational committee.

**6. Cost**

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

The proposed Graduate Certificate in Behavior and Health will utilize existing faculty and facilities. The certificate program consists of courses currently taught at LSU that have the capacity to expand for the new certificate program, and will include future courses developed for existing master's and doctoral programs. A faculty committee of existing faculty will be created to coordinate admissions, standards, and requirements for the program, and the Graduate School will assume administrative responsibilities. Because no additional resources will be required to implement the certificate program, nor will new income be allocated directly to the departments, we have not included the "Summary of Estimated Additional Costs/Income for Proposed Certificate" budget sheet.

**CERTIFICATIONS:**

\_\_\_\_\_  
Primary Administrator for Proposed Certificate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost/Chief Academic Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Board/System Office

\_\_\_\_\_  
Date





## Academic and Student Affairs Consent Agenda

### *REQUEST APPROVAL FROM LSU A&M TO ESTABLISH A GRADUATE CERTIFICATE IN LIFE SPAN STUDIES*

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

This objective of the proposed Certificate in Life Span Studies is to train both traditional and non-traditional students in life span issues focused either on (1) the early life span from birth until adulthood or (2) the life span from adulthood through old age. The program aims to increase the career opportunities of individuals in both for profit and non-profit settings, including governmental agencies, academia, and companies in the health, service, and manufacturing sectors. The certificate program would be available to students currently enrolled at LSU and to non-traditional students desiring additional training.

The proposed certificate program will provide students with an understanding of the challenges encountered by society in dealing with and focusing on different age groups, as well as in negotiating the challenges that occur due to changes in demographics in Louisiana, the south, and the US in general. In 2010, the south had the largest number of older people, demonstrating that there is an urgent need to increase knowledge in order to educate and help the regional community face challenges occurring due to an aging population. The program also includes training on the development of children into adults, which is of the utmost importance, especially in the south where 37.4% of the US population up to 19 years of age resides.

The proposed LSS certificate program will become the core graduate education component of the LSU Life Course and Aging Center (LCAC). It will help LCAC achieve its goal of developing life course and aging education and curricula.

The program will promote collaborative research activities across the social, psychological, and physical sciences and give students an opportunity to work with experts in different fields.

Students participating in this certificate program would come from departments within LSU's College of Human Sciences and Education (HSE), and College of Humanities and Social Sciences (HSS). Non-traditional students would come from local agencies and companies in the service and health sectors, and companies in the manufacturing sector. This certificate program is expected to attract students not only from the disciplines directly involved (Psychology, Communication Sciences and Disorders, Kinesiology, and Social Work), but also students majoring in other

disciplines in HSE and HSS. At least 10-11 students are expected to enroll in this certificate program each year. Since this will be a unique program, it is anticipated that it will be attractive to students with certificates from related undergraduate degrees such as those offered at Duke University, Washington State University, and Pennsylvania State University.

**3. Review of Business Plan**

Since this proposed certificate will utilize existing faculty, facilities, and courses, no additional resources will be required to implement the program.

A faculty committee of existing faculty will be created to coordinate admissions, standards, and requirements for the program, and the Graduate School will assume administrative responsibilities.

**4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus.

**Attachment:**

Board of Regents *Proposal to Develop a New Academic Certificate Program*

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M to establish a Graduate Certificate in Life Span Studies, subject to approval by the Board of Regents.”

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

Date: December 12, 2014

Campus: Louisiana State University and A&M College	Program: Graduate Certificate in Life Span Studies, CIP: 19.0701
Contact: T. Gilmour Reeve, Vice Provost tgreeve@lsu.edu, 225-578-6610	

**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.

Louisiana State University and A&M College (LSU) requests approval to establish a Graduate Certificate in Life Span Studies (LSS). This certificate would be available to students enrolled at LSU and to non-traditional students desiring additional training in life span issues focused either on the early life span from birth until adulthood or the life span from adulthood through old age.

The objective of this new program is to train both traditional and non-traditional students in order to increase the career opportunities of individuals in both for profit and non-profit settings, including governmental agencies, academia, and companies in the health, service, and manufacturing sectors. This program will foster interdisciplinary education, and will support a national demand to deal with changes in US demographics. This novel program will attract and retain premier researchers and students to Louisiana. The program is comprised of 6 courses for a total of 18 curriculum hours. Students can choose different courses from each section, allowing students to tailor the emphasis of their coursework to their preferred focus of research and/or training while simultaneously satisfying the objectives of the curriculum.

Course Subject	Credit Hours	LSU course	Current LSU Course Designation
<b>Required:</b> Methodology and Research Design	3	Methodology and Research Design	PSYC 7117
		Introduction to Research Methods	KIN 7900
		Research Design in Communication Science and Disorders	COMD 7153
		Social Work Research I	SW 7009
		Or any other graduate-level research course with material grounded in methodology, to be approved by the certificate coordinator	4000/7000 level course part of established curriculum
<b>Required:</b> Chosen from four sections below None of these credit hours may be counted toward another certificate program	15*	At least 3 credit hours from each section 1, 2, and 3. The remaining 6 credit hours can be chosen from any of the sections 1, 2, 3, and 4.  Maximal 6 hours per section may be chosen.  At least 9 credit hours at the 7000 level, thus maximal 6 hours can be taken at the 4000 level.	
Section 1: Psychological aspects of aging/development	3-6	Developmental Psychology	PSYC 4070
		Adult Development & Aging	PSYC 4072
		Advanced Child Psychology	PSYC 4176
		Child Behavior Therapy	PSYC 7171
		Behavioral Perspectives on Child and Adolescent development	PSYC 7949

Section 2: Human motor behavioral aspects of aging/development	3-6	Lifespan Motor Development	KIN 4512
		Human Anatomy and Functional Impairment	KIN 4525
		Analysis of Human Movement	KIN 7508
		Motor Learning	KIN 7510
		Motor Control	KIN 7512
		Advanced topics in Motor Control	KIN 7517
		Advanced topics in Biomechanics	KIN 7526
		Advanced topics in Motor Learning	KIN 7532
		Life Course Motor Development (course is first offered Fall 2014)	KIN 7999
Section 3: Communication aspects of aging/development	3-6*	Language Development in Children (4 credit hours)*	COMD 4380
		Anatomy and Physiology of Speech and Hearing	COMD 4250
		Survey of Adult Neurogenic Communication	COMD 4752
		Neuroanatomical Bases of Speech and Hearing	COMD 7280
		Aphasia in Adults	COMD 7387
Section 4: Social aspects of Child and Family	0-6	The Adolescent and the Family	CFS 4051
		Families: Policy and Law	CFS 4052
		Family Stress Management	CFS 4064
		Family Life Education	CFS 4065
		The Contemporary Family	CFS 7051
		Topics and Issues in Family and Consumer Sciences	CFS 7052
		Human Development	CFS 7055
		Theories of Child Development	CFS 7056
Theories in Family Science	CFS 7057		

\*If COMD 4380 is part of a student's program of study, the maximum for section topic 3 is 7 credit hours, and the total credit hours for the certificate is 19 instead of 18, and the amount of credit hours taken from the sections 1 – 4 is 16 instead of 15.

## 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 proposed LSS certificate program complements existing life span related research at LSU, which is unified in LSU's Life Course and Aging Center. The program provides the opportunity for students to enhance their education through an interdisciplinary distribution of courses that are not the core of a traditional discipline. LSU is a leader in life span issues in the fields of Communication Science and Disorders, Kinesiology, Psychology, and Social Work. These disciplines play a large role in understanding the challenges encountered by society in dealing with and focusing on different age groups, as well as in negotiating the challenges that occur due to changes in demographics in Louisiana in particular and the US in general. The certificate program will enhance LSU's mission to produce a highly trained interdisciplinary graduate student workforce for the state of Louisiana and the surrounding region.

Individuals aged 65 years and older is an important and growing segment of the US population according to an issued brief by the Census in November 2011 (Werner, 2011). The number of older adults in the US increased by 15.1% between the census of 2000 and 2010, while the total population only increased with 9.7% during this period. In 2010, the south had the largest number of older people. These statistics show that there is an urgent need to increase knowledge in order to educate and help the community face challenges occurring due to an increase of the aging population. However, the focus should not be only on an aging population. The development of children into adults is also of the utmost importance, especially in the south where 37.4% of the US population up to 19 years of age resides. This certificate program would be in line with the national trend for multi-disciplinary science. Furthermore it will provide trained graduates who can help to address life span related issues encountered by companies, agencies, and the community in general.

### 3. Students

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

The students participating in this certificate program would come from departments within LSU's College of Human Sciences and Education (HSE), and College of Humanities and Social Sciences (HSS). Non-traditional students would come from local agencies and companies in the service and health sectors, and companies in the manufacturing sector. This certification program is expected to attract students not only from the disciplines directly involved (Psychology, Communication Sciences and Disorders, Kinesiology, and Social Work), but also students majoring in other disciplines in HSE and HSS. Therefore, it is expected that the number of students opting for the LSS Certificate will be at minimum 5% of graduating students within the involved disciplines. This means that at least 10-11 students are expected to opt for this certificate each year.

Although some online certificate programs in early childhood and gerontology are available in the state of Louisiana, there are no multidisciplinary certificate programs that combine communication, psychology, kinesiology, and child and family issues within a life span context. This program would be unique and would be able to compete nationally, potentially attracting students with certificates from related undergraduate degrees such as those offered at Duke University, Washington State University, and Pennsylvania State University.

### 4. Accreditation

Describe plan for achieving program accreditation.

There is no accreditation available in this graduate 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?

The LSS certificate program will become the core educational graduate component of the LSU Life Course and Aging Center (LCAC). The LCAC is a BoR approved center with three aims: (1) to promote collaborative research activities across the social, psychological and physical sciences; (2) develop life course and aging education and curricula; and (3) collaborate with human service organizations throughout the state. This certificate would play a part in accomplishing all three aims, but it would in particular help with the aim to develop life course and aging education and curricula. The program will promote collaborative research activities across the social, psychological, and physical sciences by exposing students to experts in different fields. Therefore, it will strengthen the LCAC mission and the collaborative ties of faculty involved in LCAC from the different academic departments. The certificate program would be overseen by a faculty committee and coordinated by the Graduate School. The faculty committee would include representatives from each participating department from the HSE and the HSS. The Dean of the Graduate School serves as an ex-officio member of the educational committee. All required and optional courses shown in the table above are currently being taught.

### 6. Cost

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

The proposed Graduate Certificate in Life Span Studies will utilize existing faculty and facilities. The certificate program consists of courses currently taught at LSU that have the capacity to expand for the new certificate program, and may include future courses developed for existing master's and doctoral programs. A faculty committee of existing faculty will be created to coordinate admissions, standards, and requirements for the program, and the Graduate School will assume administrative responsibilities. Because no additional resources will be required to implement the certificate program, nor will new income be allocated directly to departments, we have not included the "Summary of Estimated Additional Costs/Income for Proposed Certificate" budget sheet.

**CERTIFICATIONS:**

\_\_\_\_\_  
Primary Administrator for Proposed Certificate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost/Chief Academic Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Board/System Office

\_\_\_\_\_  
Date



## Academic and Student Affairs Consent Agenda

### *REQUEST APPROVAL FROM LSU A&M TO ESTABLISH A GRADUATE CERTIFICATE PROGRAM IN MATHEMATICS FOR ADVANCED SECONDARY INSTRUCTION*

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

Louisiana State University and A&M College (LSU) requests approval to establish a Graduate Certificate in Mathematics for Advanced Secondary Instruction (MASI) to serve as a credential for teaching dual enrollment math courses and other math courses taught in high school--such as Advanced Placement (AP) Calculus--that may be recognized for college credit.

The MASI certificate will require 18 hours of course work in specialized graduate-level mathematics courses. The program is designed to provide advanced secondary teachers with the knowledge to:

- handle college-level mathematics effectively;
- use internet-based instructional technologies to help achieve college-level learning goals; and
- satisfy SACSCOC requirements for instructors of courses designed for transfer to a baccalaureate degree.

The course of study will develop deep, connected, coherent understanding of the contents of such courses. Instruction in the program will model teaching strategies that have strong research support. Graduates will demonstrate advanced knowledge for teaching mathematics in high-school and through the first several college courses, including College Algebra and Trigonometry, Calculus, and Statistics. Instruction will also address teaching strategies and techniques appropriate for this material.

At present, approximately 40,000 students in Louisiana enroll annually in post-secondary courses classified as "preparatory" by the Louisiana Board of Regents. Dual enrollment courses account for a substantial portion of these. Between 2010 and 2014, the dual enrollment headcount at the major state colleges and universities has increased dramatically, more than doubling at some institutions. Participation in AP Calculus in Louisiana has also been increasing. Nearly 2000 AP

Calculus tests were taken in the state in 2013. Much further growth can be expected, because this is only half the per capita rate in Alabama, and less than ¼ the per capita rate in some states.

Because dual enrollment and AP are strongly supported by the Louisiana Department of Education and because these courses offer attractive advantages to students, the demand for dual enrollment and AP math is forecast to increase dramatically. Unfortunately, there are severe shortages of qualified math teachers even at lower levels, and there are no programs dedicated specifically to preparing teachers for these courses. The MASI certificate is designed to meet this need.

This program supports certified secondary math teachers who wish to obtain the credentials required by SACSCOC to teach dual enrollment. It is also appropriate to be taken in combination with a teaching certification program as a pathway to teaching for persons with a strong technical background who wish to start a teaching career at the advanced secondary level.

The course of study for this program was developed at LSU between 2007 and 2014 in two BoR-funded projects (LEQSF(2008-10)-ENH-TR-10 and LASIP 08-208-LSU-M) and two federally-funded projects (the Louisiana Math and Science Teacher Institute (LaMSTI) funded by NSF and the Central Louisiana Academic Residency for STEM Teachers (CART) funded by USDoE and several Louisiana foundations). Over 150 teachers have enrolled in these programs and at present over 100 of these have successfully completed a Master of Natural Science degree. At their peak, these were the largest and most diverse graduate programs at LSU. The on-schedule completion rate has varied from cohort to cohort, but generally has been over 80%.

This record demonstrates that there are substantial numbers of STEM teachers who will seek advanced training of the kind which will be offered. In the future, LSU anticipates that these projects will evolve along the lines of the LaTeach Partnership between West Feliciana Parish and LSU, in which graduate training for teachers is supported by the school district. Our experiences in these programs have demonstrated that a graduate certificate that could later be used as credit toward a master's degree is a more attractive pathway for the anticipated audience than a full master's degree program.

### **3. Review of Business Plan**

The proposed Graduate Certificate in Mathematics for Advanced Secondary Instruction will utilize existing faculty, facilities, and courses. The certificate program consists of courses currently taught at LSU that have the capacity to expand for the new certificate program, and may include future courses developed for existing masters and doctoral programs. These courses are well-documented, well-established and have been reviewed rigorously by external evaluators contracted by the programs. There are presently at least six professorial faculty in the math department who have the experience and background needed to teach the required courses. Therefore, no additional resources are required to implement the program.

A faculty committee of existing faculty will be created to coordinate admissions, standards, and requirements for the program, and the Graduate School will assume administrative responsibilities.



**4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**  
Appropriate certification has been provided by the campus.

**Attachment:**

*Proposal to Develop a New Academic Certificate Program*

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M to establish a Graduate Certificate Program in Mathematics for Advanced Secondary Instruction, subject to approval by the Board of Regents.”

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

**Date: December 12, 2014**

Campus: Louisiana State University and A&M College	Program: Graduate Certificate in Mathematics for Advanced Secondary Instruction, CIP: 27.0101
Contact: T. Gilmour Reeve, Vice Provost tgreeve@lsu.edu, 225-578-6610	

**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.

Louisiana State University and A&M College (LSU) requests approval to establish a Graduate Certificate in Mathematics for Advanced Secondary Instruction (MASI) to serve as a credential for teaching dual enrollment math courses and other math courses taught in high school--such as Advanced Placement (AP) Calculus--that may be recognized for college credit.

The MASI certificate will require 18 hours of course work in specialized graduate-level mathematics courses. The program is designed to equip advanced secondary teachers to handle college-level material effectively, use internet-based instructional technologies to help achieve college-level learning goals, and meet formal SACSCOC requirements for instructors of courses designed for transfer to a baccalaureate degree. The course of study will develop deep, connected, coherent understanding of the contents of such courses. Instruction in the program will model teaching strategies that have strong research support. Graduates will demonstrate advanced knowledge for teaching mathematics in high-school and through the first several college courses--such as College Algebra and Trigonometry, Calculus, and Statistics--and command of teaching strategies and techniques appropriate for this material.

Content Area	Credit Hours	Course Title	Course Number
Geometry	3	Geometry	Math 4005
Algebra and Trigonometry (advanced high school and beginning college)	6	Implementing Curriculum Standards for Mathematics in High School <sup>(1)</sup>	Math 6303
Calculus	6	Seminar in Mathematics for Secondary Teachers <sup>(2)</sup>	Math 6893
Mathematical Modeling	0-3 <sup>(3)</sup>	Mathematical Models	Math 4024
Statistics	0-3 <sup>(3)</sup>	Implementing Curriculum Standards for Mathematics in High School <sup>(1)</sup>	Math 6303

<sup>(1)</sup> Catalog states: *May be repeated for up to 9 sem. hrs. of credit if department certifies that topics do not overlap.*

<sup>(2)</sup> Catalog states: *May be repeated for a max. of 6 sem. hrs. when topics vary.*

<sup>(3)</sup> Candidates may specialize by choosing one or the other of these courses.

**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.

At present, approximately 40,000 students in Louisiana enroll annually in post-secondary courses classified as "preparatory" by the Louisiana Board of Regents. Dual enrollment courses account for a substantial portion of these. Between 2010 and 2014, the dual enrollment headcount at the major state colleges and universities has increased dramatically, more than doubling at some institutions. Participation in AP Calculus in Louisiana has also been increasing. Nearly 2000 AP Calculus tests were taken in the state in 2013. Much further growth can be expected, because this is only half the per capita rate in Alabama, and less than ¼ the per capita rate in some states. Because

dual enrollment and AP are strongly supported by the Louisiana Department of Education and because these courses offer attractive advantages to students, the demand for dual enrollment and AP math will continue to increase dramatically. Unfortunately, there are severe shortages of qualified math teachers even at lower levels, and there are no programs dedicated specifically to preparing teachers for these courses. The MASI certificate is designed to meet this need.

### 3. Students

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

This program supports certified secondary math teachers who wish to obtain the credentials required by SACSCOC to teach dual enrollment. It is also appropriate to be taken in combination with a teaching certification program as a pathway to teaching for persons with a strong technical background who wish to start a teaching career at the advanced secondary level. The course of study for this program was developed at LSU between 2007 and 2014 in two BoR-funded projects (LEQSF(2008-10)-ENH-TR-10 and LASIP 08-208-LSU-M) and two federally-funded projects (the Louisiana Math and Science Teacher Institute (LaMSTI) funded by NSF and the Central Louisiana Academic Residency for STEM Teachers (CART) funded by USDoe and several Louisiana foundations). Over 150 teachers have enrolled in these programs and at present over 100 of these have successfully completed a Master of Natural Science degree. At their peak, these were the largest and most diverse graduate programs at LSU. The on-schedule completion rate has varied from cohort to cohort, but generally has been over 80%. This record demonstrates that there are substantial numbers of STEM teachers who will seek advanced training of the kind we intend to offer. In the future, we foresee these projects evolving along the lines of the LaTeach Partnership between West Feliciana Parish and LSU, with school districts cultivating human resources by supporting graduate training for teachers. Our experiences in these programs have shown that a graduate certificate that could later be used as credit toward a master's degree would be a more attractive pathway for the anticipated audience than a full master's degree program.

### 4. Accreditation

Describe plan for achieving program accreditation.

There is no accreditation available in this graduate 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?

The Certificate in Mathematics for Advanced Secondary Instruction consists of courses that have been taught on a regular basis as a part of the LaMSTI and CART programs. These courses are well-documented, well-established and have been reviewed rigorously by external evaluators contracted by the programs. There are presently at least six professorial faculty in the math department who have the experience and background needed to teach the required courses. The certificate program will be overseen by a faculty committee from the LSU Mathematics Department and will be advised by active dual-enrollment and AP mathematics teachers.

### 6. Cost

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

The proposed Graduate Certificate in Mathematics for Advanced Secondary Instruction will utilize existing faculty, facilities, and courses. The certificate program consists of courses currently taught at LSU that have the capacity to expand for the new certificate program, and may include future courses developed for existing masters and doctoral programs. A faculty committee of existing faculty will be created to coordinate admissions, standards, and requirements for the program, and the Graduate School will assume administrative responsibilities. Because no additional resources will be required to implement the certificate program, nor will new income be generated, we have not included the Additional Costs/Income budget sheet.

### CERTIFICATIONS:

\_\_\_\_\_  
Primary Administrator for Proposed Certificate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost/Chief Academic Officer

\_\_\_\_\_  
Date

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Management Board/System Office

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Date



## Academic and Student Affairs Consent Agenda

### *REQUEST APPROVAL FROM LSU A&M TO ESTABLISH A GRADUATE CERTIFICATE PROGRAM IN ECONOMETRICS*

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, Section 8 of the Bylaws of the Board of Supervisors:

D. 1. Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

The objective of the proposed Graduate Certificate in Econometrics is to provide training in econometrics to both traditional and non-traditional students to enhance their career opportunities in industry, government agencies, academia and entrepreneurship. Providing students with training in econometrics enhances their skills in economics, mathematics, statistics, and computer science, thereby forming a basis for analyzing business and economic data.

The Graduate Certificate in Econometrics will be awarded to students upon successful completion of four courses. No substitution of courses or transfer credit is permitted. These are established courses, and no new courses are anticipated. The mode of delivery will be on-site at LSU.

The proposed program compliments existing empirically-oriented research method programs at LSU. It gives students an opportunity to enhance their education with skills valued in academia, government, and industry.

Students enrolling in this certificate program will come from LSU departments whose students engage in empirical, data-driven research, as well as non-traditional students from local business, industry, and government. It is open to students in any major who have completed the prerequisites of multivariate calculus and linear algebra, but will be most readily completed by those with training in economics, a related business or social science discipline, or students in mathematics, statistics, computer science, forestry, engineering, natural resources, or agriculture.

Students who have completed the Graduate Certificate in Econometrics will have some of the background necessary for graduate programs in economics, statistics, business administration, agricultural economics, finance, quantitative finance, and data analytics, among others, as well as for positions in academia, business, consulting, investment banking, actuarial science, financial operations and more.

### **3. Review of Business Plan**

The proposed Graduate Certificate in Econometrics will utilize existing faculty, facilities (library, classrooms and computing), and courses. The certificate program consists of courses currently taught at LSU that have the capacity to expand for the new certificate program. Hence, no additional resources are required to implement the program.

The existing Department of Economics Graduate Committee and the Department Graduate Advisor will coordinate admissions, standards, and requirements for the program. The Graduate School will assume administrative responsibilities.

### **4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Appropriate certification has been provided by the campus

#### **Attachment:**

*Proposal to Develop a New Academic Certificate Program*

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the following resolution:

#### **RESOLUTION:**

***“NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M for the establishment of a Graduate Certificate Program in Econometrics, subject to approval by the Board of Regents.”

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

Date: December 12, 2014

Campus: Louisiana State University and A&M College	Program: Graduate Certificate in Econometrics, CIP 45.0603
Contact: T. Gilmour Reeve, Vice Provost tgreeve@lsu.edu, 225-578-6610	

## 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.

The objective of the proposed certificate program in Econometrics is to train both traditional and non-traditional students, enhancing their career opportunities in industry, government agencies, academia and entrepreneurship. Providing students with training in Econometrics enhances their skills in economics, mathematics, statistics and computer science, forming a basis for analyzing business and economic data.

The Graduate Certificate in Econometrics will be awarded to students upon successful completion of the four courses (12 hours) Economics 7630, 7631, 7632 and 7633. The content of these courses is described below. No substitution of courses or transfer credit is permitted. These are established courses, and no new courses are anticipated. The mode of delivery will be on-site at LSU.

**Econ 7630** Econometric Methods (Fall Semester). The prerequisites are calculus and linear algebra. A previous course in probability and statistics is not required but would prove useful. The course is designed to introduce students to the basic probabilistic and statistical tools that are used by researchers in a wide range of fields, including but not limited to, economics.

**Econ 7631** Econometric Methods II (Spring semester). The prerequisites are multivariate calculus, linear algebra, and Econ 7630. The course covers regression methodology and its generalizations, as well as Monte Carlo methods.

**Econ 7632** Microeconometrics. Prerequisites are Econ 7630 and Econ 7631. Econometrics related to microeconomic applications, dealing with cross-sectional data, causal modeling, panel data, and modeling individual choice.

**Econ 7633** Dynamic Economic Models. Prerequisites are Econ 7630 and Econ 7631. Analytical, probabilistic, forecasting and regression tools using time series data.

## 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 proposed Econometrics Certificate program compliments existing empirically-oriented research method programs at LSU. It gives students an opportunity to enhance their education with skills valued in academia, government, and industry. The certificate program will enhance LSU's mission to produce a highly trained interdisciplinary graduate student workforce for the State of Louisiana and surrounding region, as well as nationally and internationally.

### 3. Students

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

The students participating in this certification program will come from LSU departments whose students engage in empirical, data-driven research, as well as non-traditional students from local business, industry, and government. It is open to students in any major who have completed the prerequisites of multivariate calculus and linear algebra, but will be most readily completed by those with training in economics, a related business or social science discipline, or students in mathematics, statistics, computer science, forestry, engineering, natural resources, or agriculture.

The credentials of applicants for the Certificate in Econometrics will be evaluated by the Department Graduate Committee, and the Department Graduate Director will report recommendations for admission to the Graduate School as a student in the certificate program. Applicants who are not currently LSU students will initially be recommended for admission as non-matriculated students until a degree code is established for the Certificate. The Department Graduate Advisor will inform the Graduate School when a student is ready to complete the program.

Students who have completed the Graduate Certificate in Econometrics will have some of the background necessary for graduate programs in economics, statistics, business administration, agricultural economics, finance, quantitative finance and data analytics, among others, as well as for positions in academia, business, consulting, investment banking, actuarial science, financial operations and more.

Having this certificate program at LSU will put us in a strong national position. There are no similar certificate programs in the state of Louisiana. Certificate programs in quantitative methods and forecasting exist across the country, such as

- Graduate Certificate in Economic Forecasting at SUNY-Albany
- Certificate in Forecasting at Johns Hopkins
- Certificate in Quantitative Economics at Rutgers

Based on historical enrollments in the Econometrics courses listed in Section 1 above, approximately fifteen students a year will complete the requirements for the certificate.

### 4. Accreditation

Describe plan for achieving program accreditation.

There is no accreditation available in this graduate 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?

The Economics Department will deliver and oversee the program. No additional resources are needed as the courses required for the Econometrics Certificate are taught each year by existing Economics Department faculty. Students will use the library, classrooms, and computing resources currently available at the university.

### 6. Cost

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

The proposed Graduate Certificate in Econometrics will utilize existing faculty, facilities, and courses. The certificate program consists of courses currently taught at LSU that have the capacity to expand for the new certificate program. The existing Department of Economics Graduate Committee will coordinate admissions, standards, and requirements for the program, and the Graduate School will assume administrative responsibilities. Because no additional resources will be required to implement the certificate program, nor will new income be allocated directly to the department, the "Summary of Estimated Additional Costs/Income for Proposed Certificate" budget sheet is not included.



**CERTIFICATIONS:**

\_\_\_\_\_  
Primary Administrator for Proposed Certificate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost/Chief Academic Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Board/System Office

\_\_\_\_\_  
Date



## Academic and Student Affairs Consent Agenda

### ***REQUEST APPROVAL FROM LSU A&M TO ESTABLISH AN ENDOWED CHAIR***

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

A significant donation has been made to the LSU Foundation for the establishment of an Endowed Chair. The Louisiana Board of Regents Support Fund Endowed Chairs for Eminent Scholars Program provides for multiple \$400,000 challenge grants to be awarded on a 40:60 matching basis. Donations received of at least \$600,000 qualify for matching grants under the Regents Support Fund Endowed Chairs program.

The following Endowed Chair is proposed based on a donation of \$600,000:

- Freeport-McMoRan Endowed Chair in Economics #2 in the E. J. Ourso College of Business

#### **3. Review of Business Plan**

*Not applicable*

#### **4. Review of Documents Related to Referenced Matter**

Supporting materials for the proposed Chair are in order.

#### **5. Other**

*Not applicable*

#### **6. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Certification was provided in the resolution to create the Chair.

**RECOMMENDATION(s)**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Freeport-McMoRan Endowed Chair in Economics #2 in the E. J. Ourso College of Business at Louisiana State University A&M,

and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Chair.



## Academic and Student Affairs Consent Agenda

### ***REQUEST APPROVAL FROM LSUA TO ESTABLISH AN ENDOWED CHAIR***

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

A significant donation has been made to the LSUA Foundation for the establishment of an Endowed Chair. The Louisiana Board of Regents Support Fund Endowed Chairs for Eminent Scholars Program provides for multiple \$400,000 challenge grants to be awarded on a 40:60 matching basis. Donations received of at least \$600,000 qualify for matching grants under the Regents Support Fund Endowed Chairs program.

The following Endowed Chair is proposed based on a donation of \$600,000:

- Howard and Eloise Mulder Endowed Chair in the Arts, Department of Arts, English and Humanities

#### **3. Review of Business Plan**

*Not applicable*

#### **4. Review of Documents Related to Referenced Matter**

Supporting materials for the proposed Chair are in order.

#### **5. Other**

*Not applicable*

#### **6. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Certification was provided in the resolution to create the Chair.

**RECOMMENDATION(s)**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the Howard and Eloise Mulder Endowed Chair in the Arts, Department of Arts, English and Humanities at Louisiana State University in Alexandria,

and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Chair.



## **Academic and Student Affairs Consent Agenda**

### ***REQUEST APPROVAL FROM LSUA TO ESTABLISH THREE ENDOWED PROFESSORSHIPS***

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

Significant donations have been made to the LSU Alexandria Foundation for the establishment of three Endowed Professorships. The Board of Regents Support Fund Endowed Professorships program, established in 1990-91, provides matching funds to help campuses recruit or retain faculty whose research, teaching, and/or public service uniquely contribute to the mission of their departments and institutions. Participation requires a contribution of at least \$60,000 from an external source, to be matched with \$40,000 from the BoRSF. Each four-year campus is guaranteed, but not necessarily restricted to, two professorships per year and each two-year campus one per year.

The following Endowed Professorships are proposed based on donations of \$60,000:

- Capital One Endowed Professorship in Business
- Howard and Eloise Mulder Endowed Professorship #2
- Howard and Eloise Mulder Endowed Professorship #3

#### **3. Review of Documents Related to Referenced Matter**

Supporting materials for the proposed Professorships are in order.

#### **4. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Certification was provided in the resolution to create the Professorships.

#### **RECOMMENDATION**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the establishment of the above named professorships at LSU Alexandria,

and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named Professorships.



## **Academic and Student Affairs Consent Agenda**

### **REQUEST APPROVAL FROM LSUA TO ESTABLISH ENDOWED FIRST GENERATION SCHOLARSHIPS FOR COLLEGE STUDENTS**

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

#### **1. Significant Board Matter**

This matter is a significant board matter pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### **2. Summary of the Matter**

A substantial donation has been made to the LSU Alexandria Foundation to establish 5 Endowed Scholarships for First Generation college students at LSU Alexandria.

The BoRSF Endowed Undergraduate Scholarship Program, founded in 2007, is a non-competitive program providing BoRSF matching funds to establish endowed scholarship funds in support of first-generation college students. Each four-year institution is guaranteed one \$40,000 endowed scholarship fund challenge grant annually to match a private/institutional contribution of \$60,000; each two-year institution is guaranteed one \$20,000 endowed scholarship fund challenge grant annually to match a private/institutional contribution of \$30,000. Proceeds will be used to establish/enhance permanent endowed scholarship funds. The interest earning from the fund(s) will be awarded at the discretion of the institution to eligible students.

The following Endowed First Generation Scholarships for College Students are proposed based on donations of \$60,000:

- Howard and Eloise Mulder Endowed Scholarship #1 for First Generation College Students
- Howard and Eloise Mulder Endowed Scholarship #2 for First Generation College Students
- Howard and Eloise Mulder Endowed Scholarship #3 for First Generation College Students
- Howard and Eloise Mulder Endowed Scholarship #4 for First Generation College Students
- Howard and Eloise Mulder Endowed Scholarship #5 for First Generation College Students

#### **3. Review of Business Plan**

*Not applicable*



**4. Review of Documents Related to Referenced Matter**

Supporting materials for the proposed scholarship program is in order.

**5. Other**

*Not applicable*

**6. Certification of campus (or equivalent) re. paragraph C, Article VII, Section 8.**

Certification was provided in the resolution to create the scholarship program.

**ATTACHMENTS:**

None

**RECOMMENDATION(s)**

It is recommended that the Board of Supervisors adopt the following resolution:

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby approves the above mentioned Scholarships for First Generation College Students at LSU Alexandria;

and

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and/or the President of the Louisiana State University System, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the above named endowed scholarships.



## **LSU A&M – Request to Approve a Revised Servitude Agreement with John and Frances Monroe (revised submission)**

To: Members of the Board of Supervisors

Date: December 12, 2014

This is a significant Board matter pursuant to Board Bylaws Article VII, Section 8:

D.2.a The assignment of a servitude on immovable property owned by LSU

### **1. Summary of Matter**

John Monroe and his wife Frances are heirs to the Jeanette Monroe Burden estate and significant benefactors to LSU. The Monroes live on a piece of property largely surrounded by the LSU Burden Center, Windrush Gardens, and Rural Life Museum. As part of the donation of much of the Burden land to LSU, a servitude was reserved to guarantee the Monroes access to their home across the LSU properties.

LSU is about to engage in repairs to a bridge that is used in part for access to the Monroes' property. During routine due diligence, it was discovered that there has been some lack of clarity in the legal documents over exactly where the Monroes' servitude begins.

To resolve these uncertainties, LSU and the Monroes have negotiated a revised servitude which makes clear that the servitude starts at the end of the public road, which is just before the bridge starts. To protect the Monroes, who use the bridge for routine access to their home, the agreement also provides a timeline for completion of the work to the bridge and grants the Monroes a temporary right to other roads on the LSU property to access their property while the bridge is being repaired.

### **2. Review of Business Plan**

There are no financial consequences to this revised servitude agreement. LSU is responsible for maintaining the bridge and would be doing so regardless of this agreement.

### **3. Fiscal Impact**

None.

### **4. Review of Legal Documents**

The attached Servitude Agreement will be reviewed by the Office of General Counsel.

### **5. Parties of Interest**

LSU and John and Frances Monroe are the parties to this agreement.

### **6. Related Transactions**

None at this time.

**7. Conflicts of Interest**

None.

**ATTACHMENTS:**

Servitude Agreement

**RECOMMENDATION**

**Resolution of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to execute a Bridge Agreement and Ratification of Servitude of Passage with John and Frances Monroe, containing such terms and conditions as he deems to be in the best interests of LSU.



## Research & Economic Development Committee Agenda Item #1

### PRESENTATION ON COMMERCIALIZATION & TECHNOLOGY TRANSFER ACTIVITIES AT LSU CAMPUSES AND RECOMMENDATION TO PROVIDE ADDITIONAL SUPPORT FOR THE LSU LIFT<sup>2</sup> FUND

To: Members of the Board of Supervisors

Date: December 12, 2014

Re: Presentation on Commercialization & Technology Transfer Activities at LSU Campuses and a Recommendation to Provide Additional Support for the LSU LIFT<sup>2</sup> Fund

#### 1. Items Requiring Board Action

##### A. Significant Board Matter

The recommendation is presented as a “Significant Board Matter” pursuant to the Bylaws of the Board, Article VII, section 8:

D.1: Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

#### 2. Background

Commercialization of academic inventions through technology transfer further enhances multiple aspects of LSU’s mission and creates new economic opportunity in Louisiana and elsewhere. A primary objective of technology transfer at LSU, like most other research universities nationwide, is the transition of inventions from the laboratory to the marketplace for public use and benefit. An accompanying presentation will describe details of the process and highlight the positive impact of innovations made by LSU researchers across the state.

#### 3. Summary of the Matter for Board Action

One recommendation is presented for approval by the Board of Supervisors. At its January, 2014, meeting, the Board authorized the creation of a new, permanent restricted account to provide LSU’s entrepreneurial and creative faculty with small “proof of concept” grants to support further commercialization of inventions. This new account, the *LSU Leveraging Innovation For Technology Transfer Fund*, known as the *LSU LIFT<sup>2</sup> Fund*, was launched with \$2 million in restricted funds generated by licensed inventions over the years.

The competitive LIFT<sup>2</sup> Award Program launched in May. In this Pilot Round One, 47 applicants from all five research campuses sought funding to validate the commercial potential of their inventions; 15 LIFT<sup>2</sup> awards were made, totaling just over \$500,000, in support of activities to

prove or disprove a concept and move the invention closer to a license. The Pilot Round Two of the LIFT<sup>2</sup> Award Program is currently underway, with applications due December 15. A large number of applications is once again expected, indicating that the program is addressing a significant and previously unmet need in support of commercialization activities.

This first year pilot phase of the LSU LIFT<sup>2</sup> Fund has been so successful and so well received by faculty across all campuses that further funding to support and strengthen this proof-of-concept program is now recommended. Additional dedication of LSU's funds derived directly from commercialized inventions to the LSU LIFT<sup>2</sup> Fund will affirm LSU's commitment to investing in its researchers and advancing discoveries to benefit the public.

**RECOMMENDATION:**

It is recommended that the LSU Board of Supervisors approve the following:

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the immediate transfer of funds from the restricted account within the Office of the President entitled “Technology Transfer – President’s Office” to the restricted account within the Office of the President entitled “LSU Leveraging Innovation for Technology Transfer Fund” (known as the LIFT<sup>2</sup> Fund) in the amount of \$2 million dollars, to further support proof-of-concept grants which assist in the commercial development and licensing of inventions developed at all LSU institutions.”

B. PROPERTY AND FACILITIES COMMITTEE

**Mr. Rolfe McCollister, Jr., Chair**

**Mr. Scott Ballard, Vice Chair**

Mr. Scott Angelle

Mr. Brandon Crain

Mr. Hank Danos

Mr. Stanley Jacobs

Mr. Jack E. Lawton, Jr.

Mr. Jim McCrery

Mr. Stephen Perry

AGENDA

- A. Recommendation to Approve the Schematic Design for the LSU Kappa Sigma Fraternity House
- B. Recommendation to Approve the Schematic Design of the LSU Tiger Athletic Nutrition Center
- C. Recommendation to Approve the Lease Agreement for Construction of the LSU Tiger Athletic Nutrition Center
- D. Recommendation to amend the 2015 Capital Outlay Budget Request to include projects at the Louisiana State University Agricultural Center
  - AgCenter, Food Innovation Center
  - AgCenter, Plant Pathology Teaching Laboratory Renovations
- E. Recommendation to approve Pipeline Right of Way and Surface Easement for LSU A&M with Texas Edwards d/b/a Kriti TE Energy in Terrebonne Parish
- F. Status Report on LSU Housing, Parking, and Energy Management Initiatives



## RECOMMENDATION TO APPROVE THE SCHEMATIC DESIGN FOR THE LSU KAPPA SIGMA FRATERNITY HOUSE

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

Pursuant to Article VII, Section 8. D.5.c. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter."

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

### **1. Summary of Matter**

LSU is requesting approval of the schematic design elevations for the new Kappa Sigma Fraternity House. The facility will provide a new, on-campus residence for members of the Kappa Sigma Fraternity. The facility will be constructed to meet the Board's design standards for the LSU campus and aesthetically blend with existing structures.

The Schematic Design elevations for the facility were approved by the University's Facility Design & Development Committee at its November 19, 2014 meeting.

### **2. Review of Business Plan**

Funding will be provided from self-generated fees and revenues from the Kappa Sigma Fraternity.

### **3. Fiscal Impact**

Construction of this facility will not have a direct fiscal impact on the University's general fund but will have an impact on the fraternity's operation and maintenance budget.

### **4. Description of Competitive Process**

Contract(s) for construction will be negotiated by the Kappa Sigma Fraternity.

### **5. Review of Legal Documents**

A ground lease currently exist between the Board of Supervisors and the Kappa Sigma Fraternity.

### **6. Parties of Interest**

None.

### **7. Related Transactions**

None.

## 8. Conflicts of Interest

None.

### ATTACHMENTS:

- Letter from Vice President Layzell
- Schematic Design Elevations

### RECOMMENDATION


It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the LSU Kappa Sigma Fraternity House is in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the University Architect, or his designee."



November 5, 2014

**To:** Dr. F. King Alexander  
President and Chancellor

**From:** Daniel T. Layzell   
Vice President for Finance and Administration

**Subject:** Board Approval of Schematic Design Exterior Elevations  
Kappa Sigma Fraternity House

The Kappa Sigma Fraternity House project is actively being designed to replace the existing structure and also meet the needs of the Kappa Sigma Fraternity. We are requesting that an agenda item be placed on the December 12, 2014 meeting of the Board of Supervisors to review and approve the proposed exterior elevations.

This project has not yet been approved by the Facility Design & Development Committee (FDDC), however is on the agenda for the next meeting on November 18, 2014. Electronic copies will be provided contingent upon approval by FDDC.

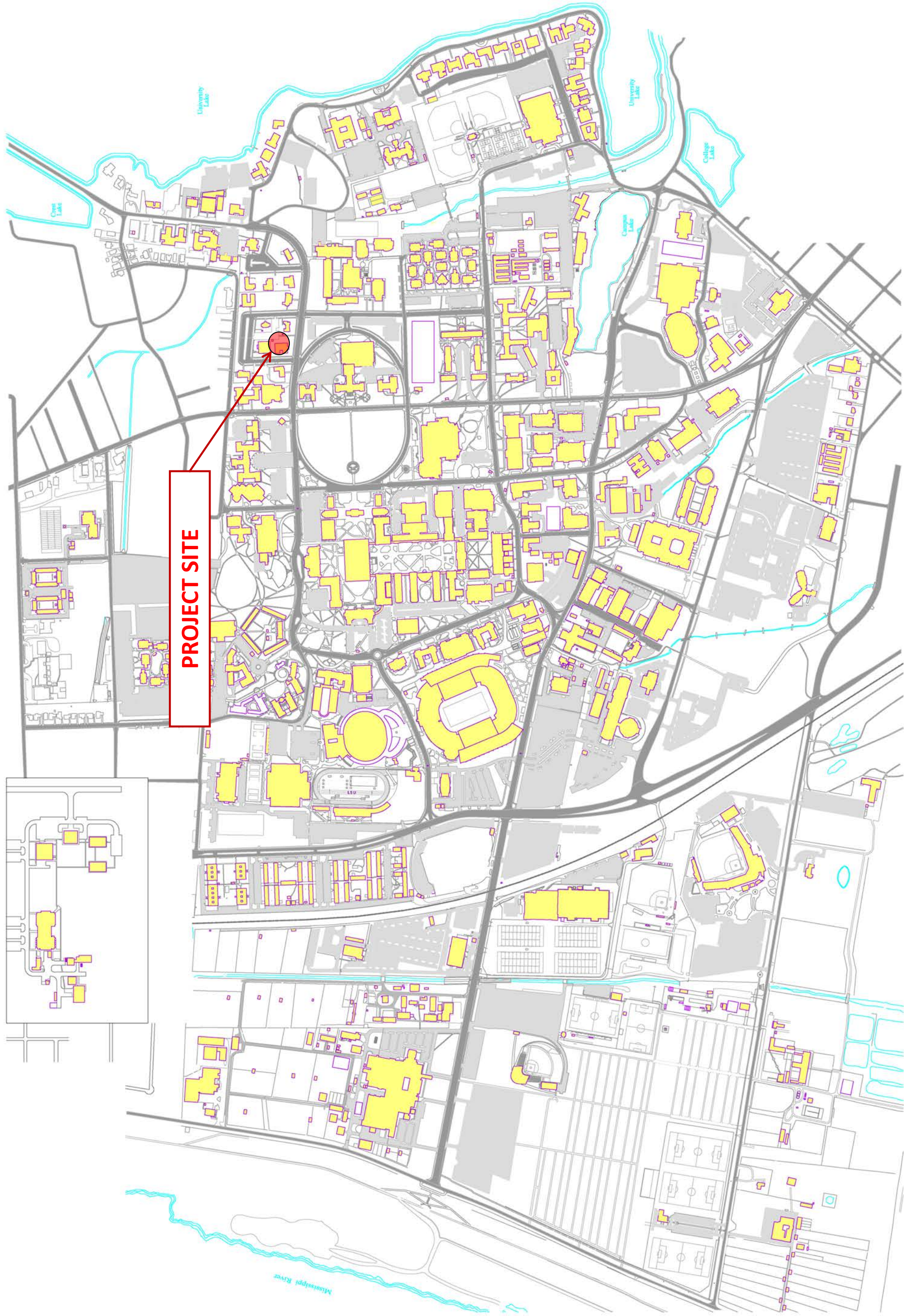
Thank you for your assistance.

Roger Husser  
Room #203 Facility Services Building  
Baton Rouge, LA 70803  
Phone: (225) 578-0803 Email: rhusse1@lsu.edu



# Kappa Sigma – New Chapter House



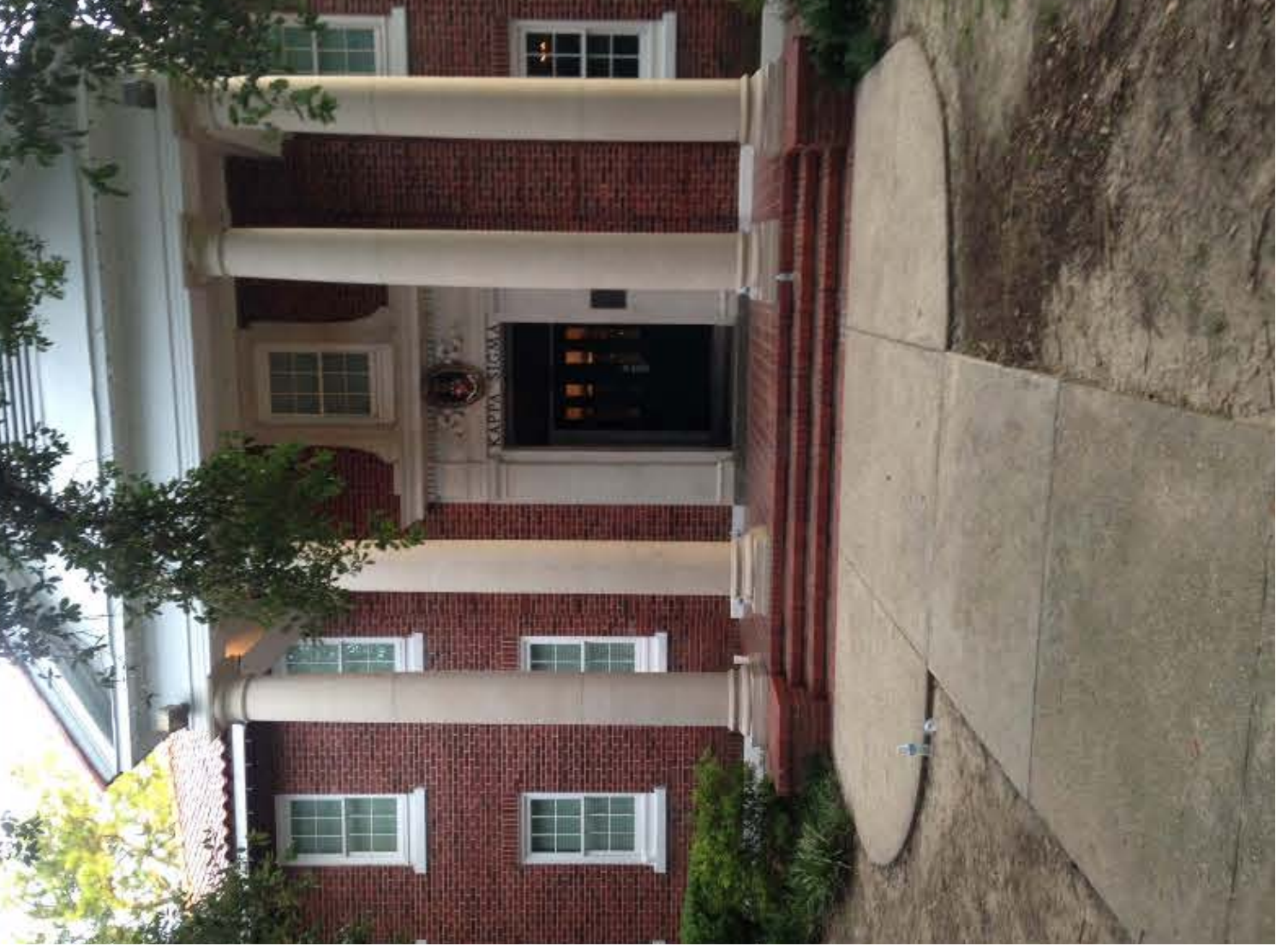


**PROJECT SITE**

















PAKTY ROOM	1,533 SF	1,533 SF
MAIN HOUSE	5,841 SF	5,841 SF
FIRST FLOOR AREA	10,417 SF	10,417 SF
SECOND FLOOR AREA	6,359 SF	6,359 SF
THIRD FLOOR AREA	5,259 SF	5,259 SF
TOTAL LIVING AREA	22,933 SF	22,933 SF
TOTAL SLEEPING OCCUPANTS - 53		
PARTY ROOM PORCH	976 SF	976 SF
ENTRANCE PORCH	350 SF	350 SF
SECOND FLOOR PORCH	270 SF	270 SF
THIRD FLOOR PORCH	270 SF	270 SF
TOTAL PORCHES	1,866 SF	1,866 SF

**FIRST FLOOR PLAN**





**SECOND FLOOR PLAN**



**THIRD FLOOR PLAN**



## RECOMMENDATION TO APPROVE THE SCHEMATIC DESIGN FOR THE LSU TIGER ATHLETIC NUTRITION CENTER

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

Pursuant to Article VII, Section 8. D.5.c. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter."

D.5(c) Such other matters that are not expressly delegated herein or hereafter by the Board to the President or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.

### **1. Summary of Matter**

LSU is requesting approval of the schematic design elevations for the new Tiger Athletic Nutrition Center. The facility will provide a state-of-the-art eat & teach facility. LSU Nutritionists will work with athletes to teach them healthy eating habits and how to prepare these meals at home. The facility will be constructed to meet the Board's design standards for the LSU campus and aesthetically blend with existing structures. The estimated construction cost is \$9,500,000 with a total project cost of \$12,000,000.

The Schematic Design elevations for the facility were approved by the University's Facility Design & Development Committee at its November 19, 2014 meeting.

### **2. Review of Business Plan**

Funding will be provided from self-generated fees and revenues from the Tiger Athletic Foundation.

### **3. Fiscal Impact**

Construction of this facility will not have a direct fiscal impact on the University's general fund but will have an impact on the Athletic Departments operation and maintenance budget.

### **4. Description of Competitive Process**

Contract(s) for construction will be negotiated by the Tiger Athletic Foundation.

### **5. Review of Legal Documents**

A ground lease for construction of this facility will be approved by the Board at its December 12, 2014 meeting.

### **6. Parties of Interest**

None.

### **7. Related Transactions**

None.

## 8. Conflicts of Interest

None.

### ATTACHMENTS:

- Letter from Vice President Layzell
- Schematic Design Elevations

### RECOMMENDATION


It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the Tiger Athletic Nutrition Center is in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the University Architect or his designee."

November 5, 2014

**To:** Dr. F. King Alexander  
President and Chancellor

**From:** Daniel T. Layzell  
Vice President for Finance and Administration



**Subject:** Board Approval of Schematic Design Exterior Elevations  
LSU Athletics Nutrition Center

The Athletics Nutrition Center project is actively being designed to support Athletic Department needs. We are requesting that an agenda item be placed on the December 12, 2014 meeting of the Board of Supervisors to review and approve the proposed exterior elevations.

This project has not yet been approved by the Facility Design & Development Committee (FDDC), however is on the agenda for the next meeting on November 18, 2014. Electronic copies will be provided contingent upon approval by FDDC.

Thank you for your assistance.

Roger Husser  
Room #203 Facility Services Building  
Baton Rouge, LA 70803  
Phone: (225) 578-0803 Email: rhusse1@lsu.edu

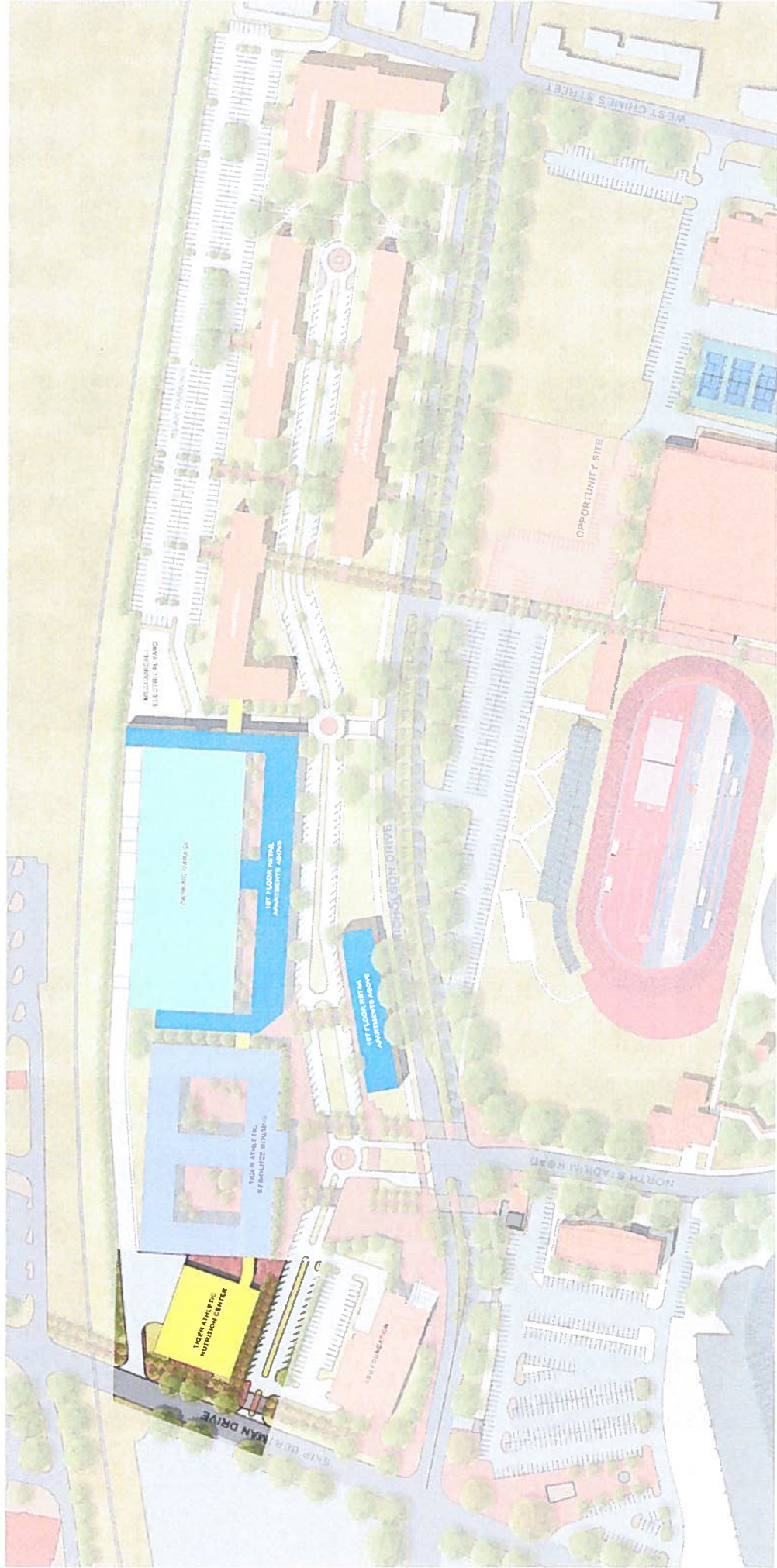
# Tiger Athletics Nutrition Center

FACILITY DESIGN AND DEVELOPMENT COMMITTEE

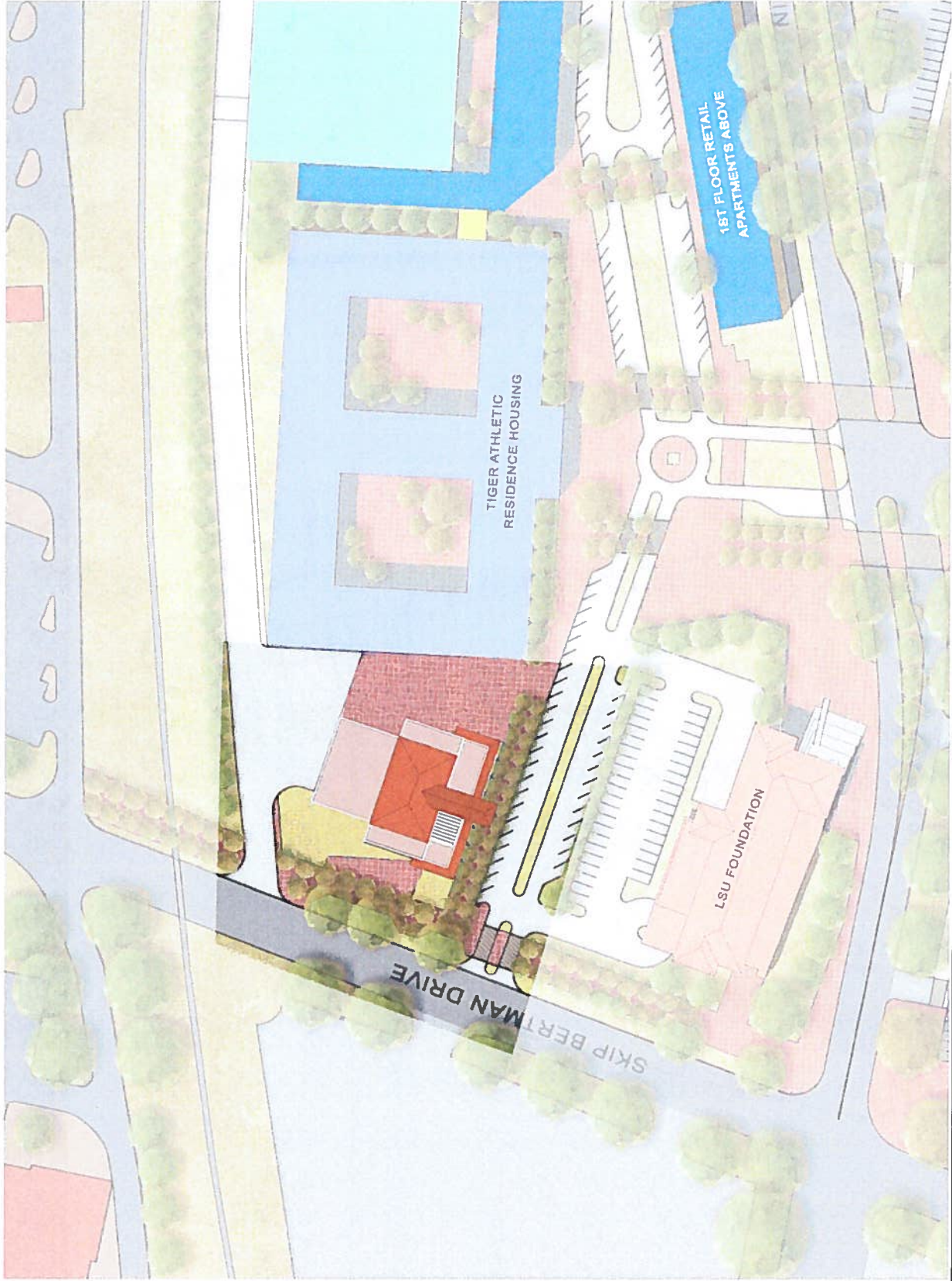
November 19, 2013

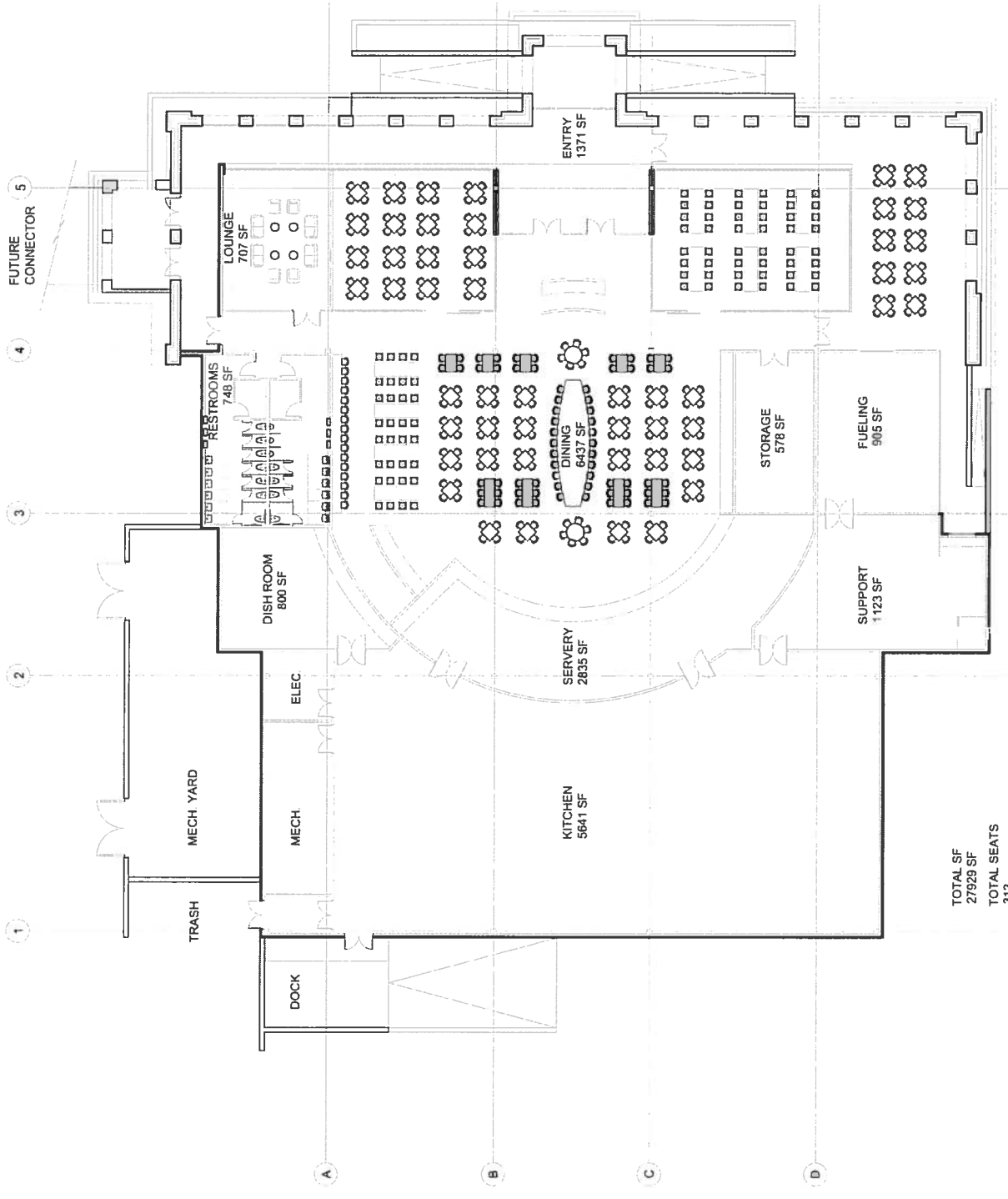
LSU





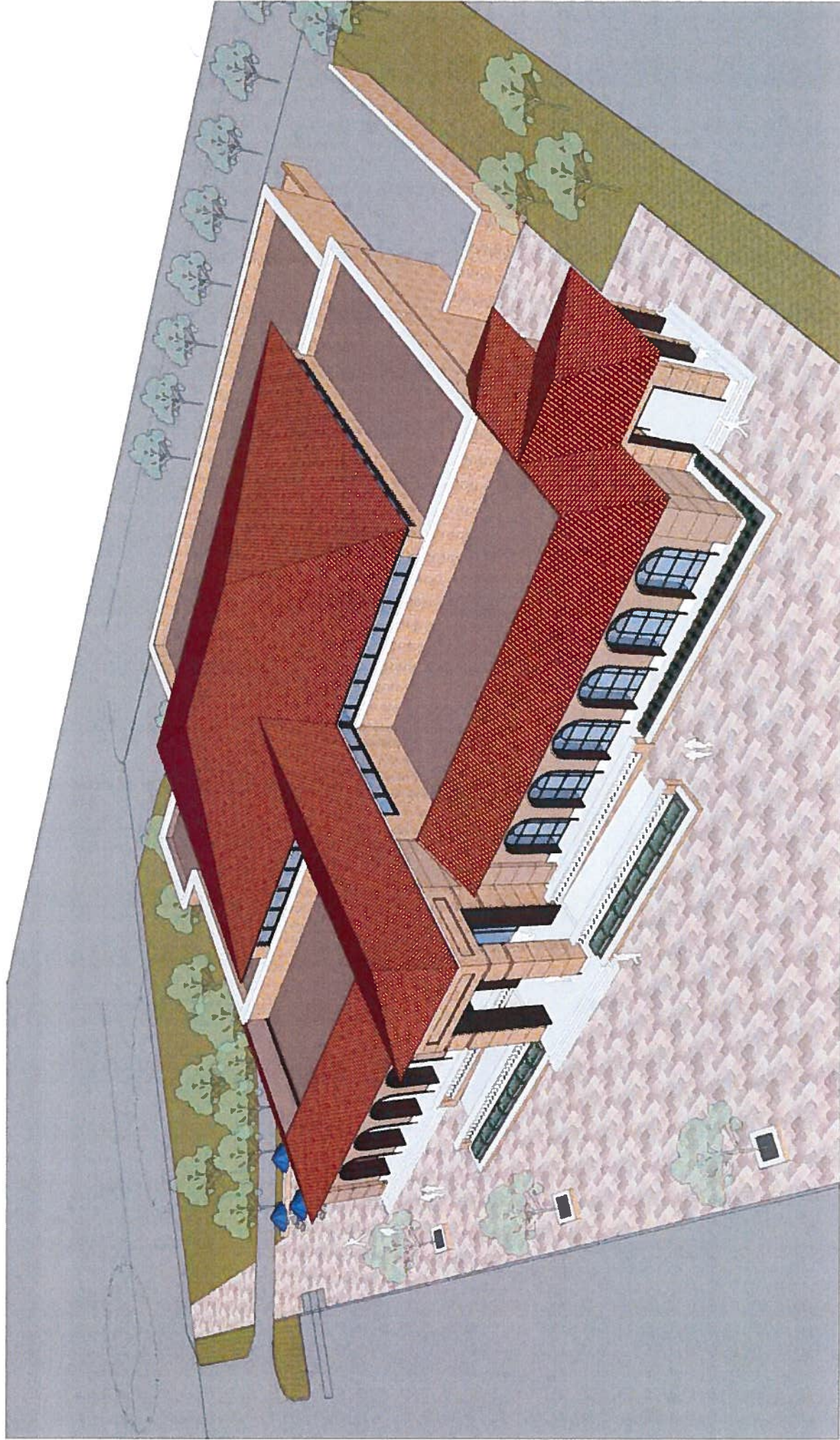






TOTAL SF  
27929 SF  
TOTAL SEATS  
312





FACILITY DESIGN AND DEVELOPMENT COMMITTEE

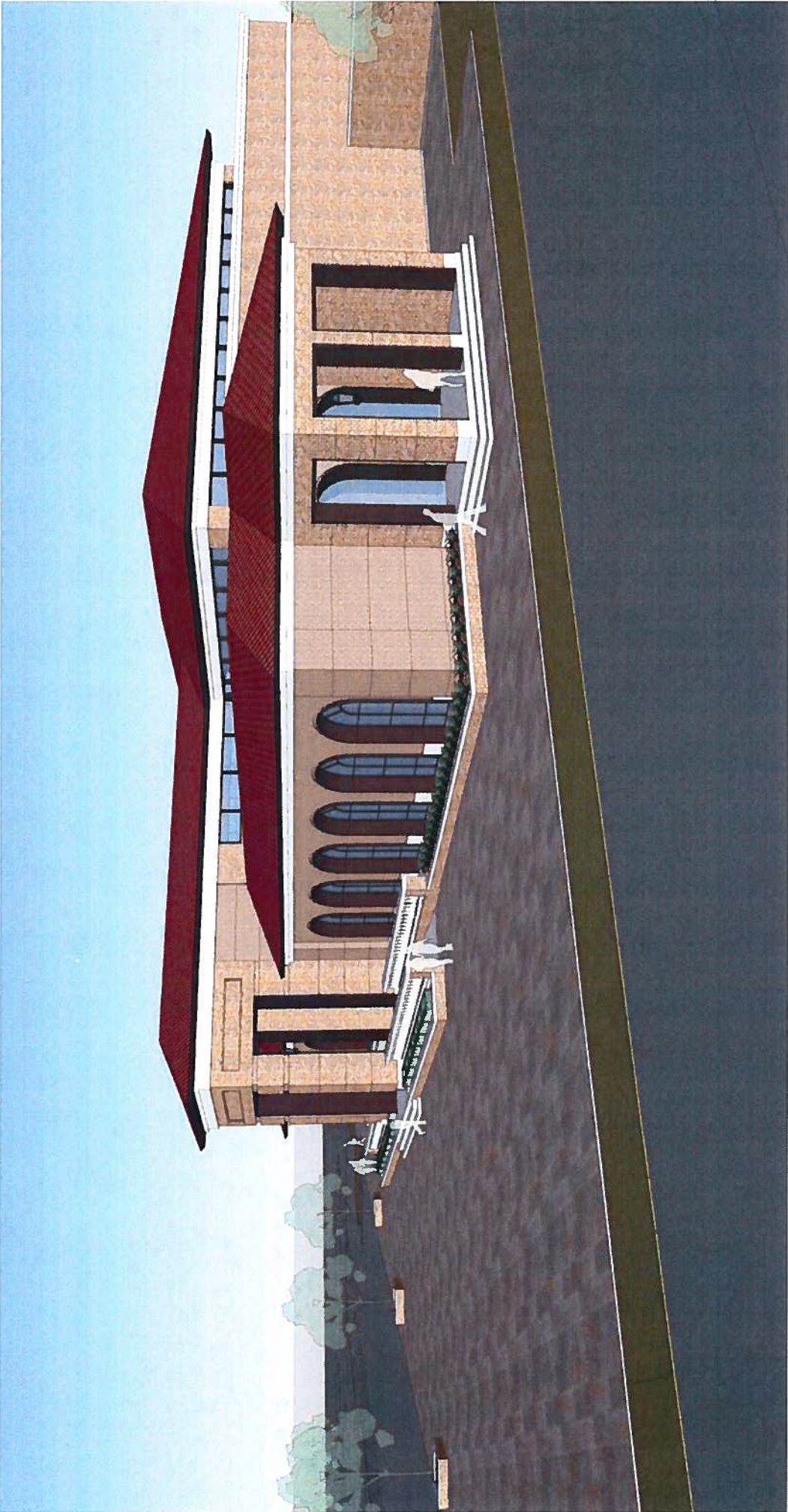
November 19, 2014

LSU









FACILITY DESIGN AND DEVELOPMENT COMMITTEE

November 19, 2014

LSU





FACILITY DESIGN AND DEVELOPMENT COMMITTEE

November 19, 2014

LSU



## **RECOMMENDATION TO APPROVE THE LEASE AGREEMENT FOR CONSTRUCTION OF LSU TIGER ATHLETIC NUTRITION CENTER**

**TO: Members of the Board of Supervisors**

**Date: December 12, 2014**

Pursuant to Article VII, Section 8. D. 2 (a) and (b) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

D.2 (a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

D.2 (b) Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structure involving a total of \$500,000 or more.

### **1. Summary of Matter**

On October 24, 2014, the Board of Supervisors approved certain modifications to the Master Plan for the Nicholson Gateway. Included in the approved modifications was an athletics nutrition facility to be designed and constructed by the Tiger Athletic Foundation (“TAF”) and at TAF’s cost.

In accordance with the Board’s October 24, resolution and assurances provided that final arrangements concerning the proposed athletics nutrition facility would be presented to the Board for approval before any binding agreements are executed, TAF requests consideration and approval of a lease agreement (the “Lease Agreement”) that will permit the design and construction of the LSU Athletics Nutrition Center that will consist of: a building containing approximately 22,500 square feet, kitchen, food preparation and storage areas, dining areas that may be configured to suit the needs of different sports, fueling station for food service during extended hours and related facilities (collectively, the “Improvements”).

The Improvements will be constructed on land located on Skip Bertman Drive, between the proposed new LSU Foundation Building and the railroad tracks as further depicted on Exhibit “A” to the Lease. The Lease will be effective, at the earliest, on February 15, 2015, and provides that work shall commence on or before April 15, 2015, and TAF will use best efforts to complete the work on or before April 1, 2016, unless delayed by Force Majeure. Construction shall not commence until the LSU Representative has given written approval to the final plans and specifications.

### **2. Review of Business Plan**

TAF has or will obtain sufficient funds in the form of proceeds derived from private contributions donated for the purpose of paying expenses incurred by TAF in connection the design and construction of the Improvements. Pursuant to the terms of the Lease, TAF will donate the Improvements to the LSU Board of Supervisors upon completion and acceptance of the work by LSU.

### **3. Fiscal Impact**

The total cost for construction of the Improvements is estimated to be Twelve Million (\$12,000,000) Dollars. The estimated amount may be increased only with the written consent of TAF and the LSU Representative. All costs and expenses shall be paid by TAF from private contributions donated for the purpose of supporting the design, construction and related expenses incurred by TAF in connection with the Improvements.

### **4. Description of Competitive Process**

Contracts will be negotiated between TAF and one or more contractors following the acceptance of competitive bids and/or receipt of proposals.

### **5. Review of Legal Documents**

Pursuant to the terms of the Lease, LSU will grant to TAF and its contractors rights of access and use of LSU property in order to facilitate the construction. Lease provisions include requirements that: construction must be at TAF's expense; construction contracts must be approved by the LSU Representative; contractors must be licensed in Louisiana and provide labor and materials payment bonds for the full amount of the construction contract naming TAF and the LSU Board of Supervisors as dual-obligees; unless waived by the LSU Representative, contractors must provide specific insurance in certain minimum amounts naming the LSU Board of Supervisors and TAF as additional insureds; and, Plans and Specifications must be approved by the LSU Representative prior to commencement of construction. A complete copy of the proposed Lease is attached for reference.

### **6. Parties of Interest**

None.

### **7. Related Transactions**

TAF will enter into written contracts for construction with Louisiana licensed contractors.

### **8. Conflicts of Interest**

None.

### **ATTACHMENTS:**

- Letter from Vice President Layzell
- Lease Agreement for Construction of LSU Athletics Nutrition Center
- Exhibit "A" to Lease Agreement – Property Description

## RECOMMENDATION

**“NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a Lease Agreement between the Board and Tiger Athletic Foundation, for construction of the proposed LSU Athletics Nutrition Center and any additional related agreements as may be reasonably necessary to facilitate the design and construction of this project;

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and the Tiger Athletic Foundation, finds an acceptable University purpose for Tiger Athletic Foundation to enter into this Lease Agreement, and any related or ancillary contracts and agreements reasonably necessary for the design and construction of the LSU Athletics Nutrition Center; and

**BE IT FURTHER RESOLVED** that F. King Alexander, in his capacity as President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, to include in the Lease Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.”





**LEASE AGREEMENT FOR CONSTRUCTION OF  
LSU ATHLETICS NUTRITION CENTER**

**THIS LEASE AGREEMENT FOR CONSTRUCTION OF THE LSU ATHLETICS  
NUTRITION CENTER** (herein "Lease") is entered into as of the dates indicated on the  
attached Acknowledgments, by and between,

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional  
corporation organized and existing under the Constitution and laws of the State of  
Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing  
herein through, F. King Alexander, in his capacity as President of LSU, duly  
authorized and empowered by resolution of said Board of Supervisors (hereinafter  
referred to as "Board"),

and

**TIGER ATHLETIC FOUNDATION**, a Louisiana non-profit corporation  
organized and existing under the laws of the State of Louisiana, domiciled in the  
Parish of East Baton Rouge, herein appearing through and represented by Richard  
B. Perry, its duly authorized President and Chief Executive Officer (hereinafter  
referred to as "Foundation"),

provides as follows:

**WITNESSETH**

**WHEREAS**, Foundation is a private non-profit Louisiana corporation described in  
Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose tax exempt purpose  
is to support the mission and programs of Louisiana State University and Agricultural and  
Mechanical College ("University"), a higher education institution under the management and  
supervision of Board;

**WHEREAS**, Louisiana Revised Statutes 17:3361, et seq., expressly authorizes Board to  
lease property to a nonprofit corporation such as Foundation for the purpose of constructing and  
renovating buildings, other structures and improvements;

**WHEREAS**, Board is the owner of the land described on Exhibit "A" (the "Land");

**WHEREAS**, Foundation desires to lease the Land for the purpose of constructing a new LSU Athletics Nutrition Center and related improvements, all at Foundation's expense and in accordance with design standards established by the Board and/or University, and Board desires to grant Foundation such a lease and limited rights of use and access in order to facilitate construction of such improvements; and,

**WHEREAS**, the improvements to be constructed by Foundation pursuant to the terms of this Lease will be donated by Foundation to Board upon completion of construction and acceptance by Board in accordance with the terms of this Lease;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

#### **CERTAIN TERMS DEFINED**

**"Applicable Laws,"** refers to all laws, statutes, rules, regulations, ordinances, building codes, resolutions and orders of any Governmental Authority, including but not limited to applicable rules, regulations and architectural standards of University and Board, applicable to the parties and substantially affecting the ability of the parties to meet their obligations hereunder; provided, however, that this definition shall not be interpreted as waiving protections granted to any party against future laws impairing the obligations of contracts between the parties and/or any third parties.

**"Architect,"** refers to any architect or other design professional, including their permitted successors and assigns, engaged by Foundation to perform architectural or design services with respect to any phase of the design and/or construction renovation of the Improvements or any substitute or successor architect or other design professional engaged by Foundation.

**"Construction Contract,"** refers to one or more agreements for the construction of the Improvements entered into by and between the Foundation and the Contractor, including all amendments, modifications, exhibits, schedules, supplements and change orders to all such agreements.

**"Contractor,"** refers to the contractor or contractors selected by Foundation to construct the Improvements and their permitted successors and assigns.

**"Effective Date,"** refers to February 15, 2015, or the date upon which all of the following have occurred, whichever is later: (a) this Lease is executed and delivered by the parties hereto, and (b) all necessary approvals of this Lease, as required by Applicable Laws, are obtained.

**"Force Majeure,"** refers to any (a) act of God, lightning, hurricane, tornado, and other extraordinarily adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slow down or work stopped; and, (c) any other similar cause or similar event beyond the reasonable control of the Foundation.

**"Governmental Authorities,"** refers to any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

**"Improvements,"** refers to the proposed new LSU Athletics Nutrition Center and all related improvements required to be constructed by Foundation on the Land in accordance with the Plans and Specifications and the terms of this Lease including, but not limited to, the following: a building containing approximately 22,500 square feet, kitchen, food preparation and storage areas, dining areas that may be configured to suit the needs of different sports, fueling station for food service during extended hours and related facilities.

**"LSU Representative,"** refers to the President of LSU or his designees.

**"Payment and Performance Bonds,"** refers to payment and performance bonds required in connection with performance of the Work and described in Section 4D of this Lease.

**"Plans and Specifications,"** refers to one or more sets of final plans and specifications, including any amendments thereto, for design of the Improvements, materials selection and method of construction for the construction of the Improvements and for all Work related thereto, which have been approved, in writing, by the LSU Representative.

**"Punch List,"** refers to a list prepared by the Architect and approved by the University Construction Monitor and the LSU Representative, which sets forth those items of Work to be completed following Substantial Completion, prior to final acceptance.

**"Substantial Completion,"** refers to the date or dates on which (a) the Architect has certified to Foundation that the Work (or, if approved by the University Construction Monitor and the LSU Representative, any portion of the Work) has been completed substantially in accordance with the Plans and Specifications, subject to customary punch list items remaining to be completed, (b) the University Construction Monitor and the LSU Representative have given written approval of the Architect's certificate, which approval shall not be unreasonably delayed, withheld or conditioned, and (c) governmental certificates and approvals required to allow beneficial use and occupancy of the Improvements by the University have been obtained, including, but not limited to, a Certificate of Occupancy (whether temporary or final) and State Fire Marshal approval.

**"University Construction Monitor,"** one or more persons designated and authorized in writing from time to time by the President of LSU or his designee to monitor Foundation's construction progress during the construction phase of the Work who shall be either a licensed architect or a licensed engineer. The initial University Construction Monitor shall be the University's Executive Director for Facility Services.

“Work,” refers to all work and activities required to be undertaken by Foundation in order to design and construct the Improvements including, without limitation, the transportation and storage of materials, the securing of work sites and staging areas, the design, planning and construction of Facilities and all necessary utility placements, relocations, tie-ins and upgrades.

1.

### **AGREEMENT TO LEASE**

For and in consideration of One Hundred (\$100) Dollars and other good and valuable consideration, Board hereby leases the Land to Foundation, and hereby grants to Foundation such rights of use and access as are necessary for Foundation to perform the Work. Unless otherwise agreed to in writing by Foundation and Board, this Lease, including all rights of use and access for construction purposes, shall terminate upon the earlier of; (a) termination of this Lease in accordance with the provisions hereof; (b) donation of the Improvements to Board as provided for herein; or (c) December 31, 2016.

2.

### **AGREEMENT TO CONSTRUCT AND DONATE IMPROVEMENTS**

Foundation agrees to construct the Improvements in accordance with the Plans and Specifications and to donate the Improvements to Board after completion of the Work. It is estimated that the total cost to construct the Improvements, will be approximately Twelve Million and 00/100 Dollars (\$12,000,000.00), all of which cost and expense shall be paid by Foundation from private contributions donated for the purpose of supporting the design, construction and related expenditures associated with the Improvements. The amount estimated for costs and expense may be increased with the written consent of Foundation and the LSU Representative, subject to the requirements of Subsections 4.1.A and 4.1.J hereof.

3.

**USE OF PREMISES**

Foundation may use the Land only for construction of the Improvements. Foundation shall not use the Land for the sale, distribution, storage, transportation or handling of petroleum or other similar synthetic products. Foundation shall not make any use of the Land in violation of any Applicable Laws, and shall not permit any contamination or pollution on or about the Land or increase the fire or insurance hazard by any use thereof. Before beginning any Work on the Land, Foundation shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge and the United States of America or any of their subdivisions or departments. Foundation shall not install or otherwise place storage tanks in or on the Land without the LSU Representative's prior written consent which, in addition to any other conditions required by the LSU Representative, shall be subject to the condition that any such tanks shall be located on a concrete slab and shall be surrounded by a retaining wall that will retain the products stored in the tanks in the event of any spill, discharge, leak, overfill, or other release.

4.

**CONSTRUCTION**

4.1 At its sole cost and expense, Foundation shall construct the Improvements in a good and workmanlike manner, in accordance with the following provisions:

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the University Construction Monitor shall be delivered to the LSU Representative for his review. The LSU Representative shall approve or disapprove such proposed final plans and specifications in writing within thirty (30) days of receipt thereof. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to the LSU Representative, who shall approve or disapprove such request in writing within ten (10) working days of having received such request from the

Foundation. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) materially alters the quality of materials or the interior appearance of any buildings forming part of the Improvements and costs more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), is subject to the prior review and approval of the LSU Representative, which approval shall not be unreasonably withheld, delayed or conditioned. Foundation shall notify the LSU Representative in writing of any such proposed changes in work or materials, and provide to the LSU Representative copies of the proposed changes, and the LSU Representative shall either approve or disapprove any such changes within seven (7) Business Days after receipt of such notice from Foundation. If the LSU Representative fails to respond within such seven (7) day period, it shall be deemed that LSU approves such changes. Notification to the LSU Representative shall include copies of proposed change orders approved by the Contractor, the Architect, the Foundation and the University Construction Monitor, and shall further include sufficient information for the LSU Representative to make a determination whether to approve or disapprove such changes in the Work or materials. Complete copies of all final change orders shall be provided to the LSU Representative no later than the commencement of the Work represented by the change order, even if LSU Representative approval is not required. Changes in work or materials relating to construction of the Improvements not required to be submitted to the LSU Representative by this section shall be submitted in writing (unless written submission is waived by the University Construction Monitor) to and received by the University Construction Monitor who shall either approve or disapprove any such changes within two (2) Business Days after receipt of such request and copies of the proposed changes from Foundation. If the University Construction Monitor fails to respond within such two (2) Business Day period, it shall be deemed that he approves such changes.

No change order to the Construction Contract which materially and substantially deviates from the Construction Contract as originally approved shall be implemented without the prior written consent of the LSU Representative.

**B. Commencement and Completion of Work**

Unless delayed by Force Majeure, at its own expense, Foundation agrees to: (1) commence the Work on or before April 15, 2015, or within thirty (30) days after the LSU

Representative has given written approval to the notice to commence, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of the Work on or before April 1, 2016, but in any event to complete all Work on or before July 31, 2016. No work shall commence until the LSU Representative has given written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Foundation and approved in writing by the LSU Representative.

C. Construction Contract

The Work shall be performed on behalf of Foundation pursuant to the terms of the Construction Contract. Foundation shall not enter into a proposed Construction Contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove the proposed final contract within ten (10) days of receipt from Foundation. Where appropriate, the Construction Contract and Payment and Performance Bonds shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Foundation shall include a liquidated damages clause acceptable to the LSU Representative in the proposed Construction Contract. Board and Foundation hereby acknowledge the following, and, to the extent practically and legally possible, the Construction Contract and all subcontracts entered into by the Contractor shall acknowledge expressly that they have been informed of the following:

- (i) The Work will be performed solely and exclusively for Foundation.
- (ii) Foundation is a separate legal entity from University and Board. It is not acting as agent for University or Board, and Foundation has no authority to obligate University or Board to any extent whatsoever.

(iii) Neither Board nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Lease.

(iv) Foundation has no ownership interest in the Land on which the Work will be performed. Any improvements placed on the Land shall become property of Board upon completion of the Work. The Work shall not give rise to any rights against the Land or Board.

(v) It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate "no objection" to the particular matter at issue.

**D. Payment and Performance Bonds**

Foundation shall require that the Contractor provide a performance and labor and materials payment bond(s) with a corporate surety authorized to do business in the State of Louisiana. Said bond(s) shall be for the greater of the full amount of the Contract Sum or the Guaranteed Maximum Price as defined and established in the Construction Contract. Both



Foundation and Board shall be obligees under the bond(s).

E. Rights Concerning the Land During Construction

To the extent necessary, Foundation and the Contractor shall have the right to occupy and use the Land, with reasonable ingress to and egress from the Land, during the term of this Lease and, with the prior written consent of the University Construction Monitor, shall fence or block off that area of the Land necessary to perform the Work in a safe and secure manner. Except for unknown or unforeseen and unforeseeable defects, Foundation assumes all responsibility for the condition of the Land during the term of this Lease. Foundation and the Contractor shall maintain Land and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by the LSU Representative and donated to the Board. Board shall not be responsible for any maintenance or repairs to the Land or the Work during the term of this Lease. The University Construction Monitor and the LSU Representative and any other individuals authorized by the LSU Representative shall at all times have access to the Land and the exercise of all rights as owner except as otherwise provided herein, even those not specifically acknowledged herein. Foundation accepts the Land for the purposes herein outlined without any warranty of title or recourse whatsoever against Board.

F. Access over Adjoining Property during Construction

Board hereby grants to Foundation a servitude of access over and across such other property owned by Board only in so far as such is reasonably necessary in order for the Foundation to fulfill its obligations hereunder, provided, however, that (1) such access routes are approved in writing by the University Construction Monitor; and (2) Foundation shall not unreasonably interfere with Board's (or Board's lessee's) use of such other property.

G. LSU Rules and Regulations; Access During Construction

Foundation agrees that it will comply with all Board and University regulations,

policies and mandates with regard to all contractors and personnel entering the Land for purposes of construction, which rules and regulations will be addressed at the pre-construction conference, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies. Foundation shall make these same requirements of the Contractor. At all times during construction, the University Construction Monitor, the LSU Representative and any individuals authorized by the LSU Representative shall have the right but not the obligation to enter the Land and review the Work to determine that it is being performed in compliance with the Plans and Specifications and in a good and workmanlike manner.

#### H. Signage

Before erecting or placing any sign upon the Land or the Improvements, Foundation shall submit the design specifications of such sign to the LSU Representative for approval. Foundation may only erect or place signage hereunder if it has obtained the prior written approval of the LSU Representative.

#### I. Acceptance of Construction

Foundation and Board agree to work together to identify and facilitate completion of all warranty and punch list items within the first year following acceptance of the Work. Foundation will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless monies equal to the value of the punch list deficiencies are withheld by the Foundation and designated for payment to the Contractor only upon completion of the punch list items. Upon donation of the Work by Foundation to Board, Foundation hereby agrees that, to the extent allowed by law, Foundation will assign or transfer to Board its right to enforce actions against the Contractor and/or the Architect arising out of the Work; provided, however, Foundation shall continue to be obligated to complete the Punch List items. Final payment shall not be made to the Contractor

until the LSU Representative agrees in writing that the Punch List items have been completed.

J. Funds for Construction

At the LSU Representative's request, prior to the commencement of Work, Foundation shall satisfy the LSU Representative that the total amount of money needed to complete the Work has been collected or acquired by the Foundation and is dedicated to that use. At the LSU Representative's sole option, Foundation may be required to provide a letter of credit, a performance bond, or a dedicated escrow account to guarantee its performance.

K. On Site Construction Inspector

If in the LSU Representative's sole discretion it becomes necessary, Foundation at Foundation's expense shall hire an on-site construction inspector or clerk of the works for full time supervision of the Work.

L. Inspection and Survey

Foundation shall inspect the Land, and arrange for any necessary boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Foundation accepts the Land in its present condition.

M. No Liens; Release of Recorded Liens

Foundation shall not suffer or permit any liens to be enforced against the Land or Board by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Foundation or to anyone through or under the Foundation. If any such liens shall be recorded against the Land, Foundation shall cause the same to be released of record, or in the alternative, if the Foundation in good faith desires to contest the same, Foundation shall be privileged to do so, but in such case, Foundation shall promptly deposit with the Recorder of Mortgages of East Baton Rouge Parish a bond guaranteeing payment of any such liens and hereby agrees to indemnify, defend with an attorney of the LSU Representative's

choice, and save Board harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment.

## 5.

### INSURANCE

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation of the Improvements to Board, Foundation shall maintain or require the Contractor to maintain the following:

#### A. Builder's Risk Insurance

Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work and until final donation of the Improvements to Board and acceptance thereof. This policy shall be taken out prior to commencement of construction and discontinue upon final acceptance by Board of the donation. It shall run in favor of Contractor, Foundation and Board, as their interests may appear. The coverage shall include the Architect's fee for work required and reconstruction following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

#### B. General Liability and Property Damage Insurance

Foundation and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Foundation's, Board's and the Architect's legal liability arising out of the construction performed by Foundation or any of its contractors or

subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the Work, with minimum limits of liability of Two Million (\$2,000,000.00) dollars per occurrence and Five Million (\$5,000,000.00) dollars general aggregate. Foundation shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with the construction under this Lease. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

C. Architect's Design, Errors and Omissions

Upon execution of this Lease, Foundation shall provide the LSU Representative with evidence that the Architect has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.

5.2 Unless otherwise approved by the LSU Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

A. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents. Any insurance or self-insurance maintained by the Louisiana Office of Risk Management and Board shall be excess and noncontributory of Foundation or any Contractors' insurance.

**B. Failure to Comply With Reporting Requirements**

Any failure of the Foundation or Contractor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to Board, its members, officers, employees and authorized agents.

**C. Application of Multiple Policies**

The Foundation's and/or Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

**D. No Release**

Neither the acceptance of the completed Work nor the payment therefor shall release the Foundation or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

**E. No Recourse**

The insurance companies issuing the required policies shall have no recourse against Board for payment of premiums or for assessments under any form of the policies.

**F. Excess Insurance**

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

**G. Deductibles and SIR's**

The Foundation and/or Contractor shall be responsible for all deductibles and self-insured retentions.

**H. No Special Limitations**

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and

activity insured) on the scope of protection afforded to Board, its members, officers, employees and authorized agents.

I. Licensed Louisiana Insurers

All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+:XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, the Foundation and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.

J. Occurrence Based Policies

All insurance required hereunder, with the exception of Architect's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.

K. Verification of Coverage

The Foundation shall furnish the LSU Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Representative before Work commences and upon any contract renewal thereafter. The LSU Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Representative prior to the cancellation thereof. Upon failure of the Foundation to



furnish, deliver and maintain such insurance as provided herein, and expiration of any applicable cure period, then Board may, but shall not shall be obligated to, obtain said insurance on behalf of the Foundation at the Foundation's commercially reasonable cost and expense. Failure of the Foundation to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Foundation from any liability or indemnification hereunder.

L. Additional Insureds

The Foundation, Board and its members, officers, employees and authorized agents shall each be named as additional insureds on all policies required hereby.

M. Additional Insurance

The LSU Representative may review Foundation's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. Foundation agrees to comply with any such reasonable request by the LSU Representative or to allow reasonable changes or reductions in coverages.

N. Blanket Policies

If any blanket general insurance policy of Foundation complies with the requirements of this Lease, such insurance shall fulfill the requirements set forth herein.

O. Limitation on Liability

The insurance and other provisions of this Lease do not waive or abrogate, are not intended to waive or abrogate, and shall not be interpreted to waive or abrogate the limitation on liability established under La. R.S. 13:5106 for Board.

6.

**DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS**

6.1 Foundation agrees to donate the Improvements to Board after (a) final acceptance of the Work by Foundation and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of either (i) a clear lien certificate as to the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Improvements have been adequately bonded. Unless otherwise agreed to in writing by the LSU Representative and Foundation, the Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred; however, for good cause as determined by the LSU Representative in his sole discretion, the Work may be donated to Board following Substantial Completion subject to Foundation's obligation to satisfactorily complete any outstanding punch list items and satisfy any outstanding liens and payment obligations relating to the Work. If the Architect for the Work recommends final acceptance of the Work by Foundation, the LSU Representative shall not unreasonably refuse to approve final acceptance by Foundation. Unless otherwise agreed to in writing by the LSU Representative and Foundation, use and/or occupancy of the Improvements shall be prohibited until the Improvements have been donated by Foundation to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Improvements shall be donated to and title and ownership to said Improvements shall be transferred to and shall become owned by Board. Said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Foundation shall have no further responsibilities, obligations or liabilities with regard to the Improvements, Land or the Work except as otherwise specifically set forth herein. Foundation shall bear the risk of loss with respect to the Improvements until acceptance of the

donation by the LSU Representative; provided, however, Foundation's risk shall be limited to available insurance proceeds. Furthermore, prior to such donation, Foundation shall obtain guarantees and warranties from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Improvements, provided, however, Foundation itself shall make no warranty as to the condition of the Work. To the extent that such terms are available on commercially reasonable terms, guarantees and warranties for the construction and completion of the Improvements shall run from the later of (1) the fulfillment of the conditions set forth in paragraph 6.1 or (2) the full execution of the donation of the Improvements from the Foundation to Board or (3) occupancy for the purposes set forth herein (the "Warranty Commencement Date"), which warranties shall include but not be limited to the following items and periods if available:

- (a) For one year following the Warranty Commencement Date, all defects in materials and workmanship;
- (b) For ten years following the Warranty Commencement Date, all plumbing, electrical, heating, cooling and ventilating systems; and
- (c) For the length of manufacturers' warranties, all appliances and equipment.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance thereof on behalf of Board. The parties will record the donation and acceptance in the records of the parish in which Land is located.

6.4 Notwithstanding anything contained in this Lease, at all times Board shall have the absolute right to terminate this Lease on thirty (30) days' written notice to Foundation. Upon such termination either Board shall take title to the Improvements, or Board, at its option, may require Foundation to transfer all of its right, title and interest in this Lease, in any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and

security interests) dedicated to complete the construction of the Improvements, and in the Improvements already constructed, to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Foundation hereunder.

7.

**INDEMNIFICATION**

7.1 Foundation, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board harmless against any loss for damages or injuries that may be suffered by Board or by any person, including but not limited to Foundation's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by Board's members, officers and employees unless said members, officers and employees are acting at the direction or request of the Foundation, and Foundation agrees to defend Board with an attorney of Board's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board, and to reimburse Board for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Foundation's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.

7.2 To the extent allowed by Applicable Laws, Board, agrees to indemnify, defend and hold Foundation harmless against any loss for damages or injuries that may be suffered by Foundation or by any person including but not limited to Board's agents, contractors, employees, invitees, and licensees, except if any of such persons are acting at the direction or request of the Foundation, to the extent that such loss, damage or injuries arise out of or are related to the fault

or negligence of Board, its members, employees, or officers, and Board agrees to defend Foundation in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Foundation, and to reimburse Foundation for any legal expenses, including attorneys fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that Board's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to proceeds from the Office of Risk Management which are available for this purpose.

**8.**

**TERMINATION**

This Lease shall terminate upon donation of the Improvements to Board and acceptance by Board of said donation as set forth in paragraph 6.1(a) and 6.1(b) and paragraph 6.2 hereof or at the latest on December 31, 2015. This Lease may be extended by written consent of both parties, which consent may be granted by the LSU Representative.

**9.**

**NOTICES**

All notices, demands and correspondence made necessary by the provisions of this Lease shall be deemed to be properly given, served and addressed, if and when sent by certified mail, return receipt requested, directed as follows:

Board: Board of Supervisors of  
Louisiana State University and  
Agricultural and Mechanical College  
Attention: F. King Alexander  
President of LSU  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

Foundation: Tiger Athletic Foundation

Attention: Richard B. Perry, President and CEO  
Pete Maravich Assembly Center  
North Stadium Drive  
P.O. Box 711  
Baton Rouge, LA 70821

**10.**

**FOUNDATION DEFAULT**

10.1 Board may declare Foundation in default upon one or more of the following events:

A. Failure to Timely Commence or Complete.

Failure of Foundation to commence and/or complete the Work as set forth in this Lease, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Foundation unless such failure was caused by a Force Majeure, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

B. Deviation From Approved Plans and Specifications.

A substantial deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or

C. Breach of Lease Covenants.

Failure of Foundation to observe or perform any other covenant, condition or obligation upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

D. Taking of Improvements.

The taking by execution of the Improvements for the benefit of any person or entity other than Board; or

E. Involuntary Bankruptcy.

A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Foundation, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of Foundation or ordering the winding up or liquidation of the affairs of Foundation, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

F. Voluntary Bankruptcy.

The commencement by Foundation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Foundation to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Foundation or any substantial part of the properties of the Foundation; or

G. Abandonment of Project.

Foundation, after commencement of construction but prior to substantially completing construction of the Improvements, abandons (with no intent to continue) construction for a period of ninety (90) consecutive days, excluding delays caused by Force Majeure.

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Foundation refuses or fails to take the reasonable and necessary remedial



action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, without any further demand or notice, to declare this Lease terminated. In the event of the termination of this Lease, Foundation expressly waives any notice to vacate. Furthermore, in the event of the termination of this Lease during the Work, Board shall be the owner of all improvements made on or to the Land, provided, however, at Board's sole option and direction, in the event of the termination of this Lease during the Work, Foundation shall transfer any Improvements constructed pursuant to the Lease, its rights and obligations under this Lease and any funds (subject to applicable donor restrictions and the terms of any valid and perfected liens, pledges and security interests) Foundation has dedicated to complete the construction of the Improvements to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

**11.**

**BOARD DEFAULT**

Foundation may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Lease for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Foundation shall have the right, without any further demand or notice to declare this Lease terminated and shall have no further obligation to perform any of the obligations of Foundation under this Lease.

**12.**

## MISCELLANEOUS

### 12.1 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

### 12.2 Attorneys Fees.

The prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

### 12.3 Louisiana Law to Apply.

This Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

### 12.4 Nonwaiver.

No waiver by Board or Foundation of a breach of any of the covenants, conditions, or restrictions of this Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Lease. The failure of Board or Foundation to insist in any one or more cases upon the strict performance of any of the covenants of the Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Foundation of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

### 12.5 Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under

present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

12.6 Authorization.

By execution of this Lease, Foundation and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the persons signing this Lease on their behalf have due authorization to do so.

12.7 Use of Name, Logos or Marks.

Neither party shall make use of the other party's name, logo or marks without its prior written consent.

12.8 Amendment.

No amendment, modification, or alteration of the terms of this Lease shall be binding unless made in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

12.9 Assignment and Mortgage.

Foundation shall not assign this Lease or any part hereof without the prior written consent of the LSU Representative, and any attempt of assignment without the prior written consent of the LSU Representative shall be null and void as to Board. Furthermore, Foundation may not mortgage or encumber its rights in or arising out of this Lease or any rights it has or might have in the Land, the Improvements or the Work without the prior written consent of the LSU Representative, and any attempt to mortgage or encumber without the prior written consent

of the LSU Representative shall be null and void as to Board.

12.10 Books, Records and Audit.

The books, accounts and records of Foundation which pertain directly to the Work and construction of the Improvements shall be maintained at the principal office of Foundation. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Foundation and its contractor(s) to the extent necessary to verify compliance with this Lease or insofar as said books, bank accounts, records and accounts directly relate to Foundation's performance of its obligations under this Lease. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, or by the Louisiana Legislative Auditor, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Foundation.

12.11 Successors and Assigns.

All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of University or Board into another educational institution or governing body.

12.12 Notice of Lease.

Foundation agrees not to record this Lease. At the Foundation's request, the parties will execute a Notice of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Foundation.

12.13 LSU Representative.

In addition to any other individuals specifically authorized in writing by the President of LSU System to act as the LSU Representative, the Assistant Vice President and University Architect is hereby authorized to act as the LSU Representative. It is understood and agreed that the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, shall owe no legal duty to or assume any liability or responsibility to any party as a result of or in connection with any consent, approval or review given or undertaken in connection with this Lease or the Work. No party shall infer, based on any consent, approval or review given or undertaken by the Board, its members, employees and agents including but not limited to the LSU Representative and the University Construction Monitor, agreement with or endorsement of the particular matter at issue; rather, such consent, approval or review shall only be deemed to indicate “no objection” to the particular matter at issue.

12.14 Oversight By Division of Administration Office of Facility Planning and Control (“OFPC”). Design and construction of the Improvements is subject to oversight by OFPC in accordance with La. R. S. 17:3361 (A) (2), and such oversight includes, but is not limited to (a) the right to review and approve plans and specifications prior to commencement of construction and to require changes to conform to Applicable Laws, including space and quality standards, and (b) the right to conduct periodic inspections during construction to ensure that all work is being performed in compliance with the OFPC approved Plans and Specifications.

12.15 Entire Agreement.

This Lease, together with the exhibits attached hereto, contain the final and entire agreement between the parties hereto with respect to the Land and contain all of the terms and conditions agreed upon with respect to the Land, and no other agreements, oral or otherwise,

regarding the subject matter of this Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the dates indicated on the attached Acknowledgments.

WITNESSES:

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
F. King Alexander  
President of LSU

**TIGER ATHLETIC FOUNDATION**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Richard B. Perry, President and CEO

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared F. King Alexander, appearing herein in his capacity as President of LSU, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

**IN TESTIMONY WHEREOF**, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
F. King Alexander  
President of LSU

\_\_\_\_\_  
NOTARY PUBLIC



**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**ACKNOWLEDGMENT**

**BE IT KNOWN** that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared Richard B. Perry, appearing herein in his capacity as President and Chief Executive Officer of Tiger Athletic Foundation, a charitable organization, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Directors and that said instrument is the free act and deed of said Foundation and was executed for the uses, purposes and benefits therein expressed.

**IN TESTIMONY WHEREOF**, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard B. Perry, President and CEO

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**





CURVE DATA  
 R = 5599.86'  
 Δ = 1333.16'  
 L = 1324.76'  
 CH = 1321.68'  
 CB = N 09°26'52" W

CURVE DATA  
 R = 657.75'  
 Δ = 03°05'06"  
 L = 35.41'  
 CH = 35.41'  
 CB = S 17°37'05" E



LEASE AREA  
 PROPERTY CORNER  
 PROPERTY LINE

Point of Commencement

THE INTERSECTION OF THE CENTERLINE OF THE CANADIAN NATIONAL RAILROAD AND THE NORTHERLY RIGHT OF WAY LINE OF SKIP BERTMAN DRIVE (LA HWY 327 - R/W WIDTH UNDETERMINED).



THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND IS NOT TO BE UTILIZED AS A BOUNDARY SURVEY AS DEFINED BY STATE LAW.



HOLDEN ARCHITECTS  
 148 THIRD STREET SUITE 148A BAYOU BOULEVARD LA 70001

LSU TIGER ATHLETIC FOUNDATION - NUTRITION CENTER

LEASE DESCRIPTION EXHIBIT





**RECOMMENDATION TO AMEND THE 2015 CAPITAL OUTLAY  
BUDGET REQUEST TO INCLUDE PROJECTS AT THE  
LSU AGRICULTURAL CENTER:  
FOOD INNOVATION CENTER,  
PLANT PATHOLOGY TEACHING LABORATORY RENOVATIONS**

**To: Members of the Board of Supervisors**

**Date: December 12, 2014**

Pursuant to Article VII, Section 8, G.1 and G.2 Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget...

G.2 Capital outlay prioritization must be approved by the Board or by the Executive Committee.

**1. Summary of the Matter**

In September of 2014, the LSU Board approved the 2015 Capital Outlay 5-Year Plan and First Year Prioritized Projects List for the LSU System. Included in the previously approved Capital Outlay Self-Generated / Revenue Bond Projects Category was the AgCenter's "***FY 15-16 Food Innovation Center***" project. The attached "***FY 15-16 Food Innovation Center- Phase 1***" replaces the previously submitted which was a new construction. The "Phase 1" project renovates an existing space with plans for a future "Phase 2" to be a new construction addition.

The "Plant Pathology Teaching Laboratory Renovations" is a new project which was made possible by a commitment of discretionary funds from Senator Yvonne Dorsey.

**Project No. 1-** FY 15-16 Food Innovation Center, Phase 1  
**Project No. 2-** Plant Pathology Teaching Laboratory Renovations

**2. Review of Business Plan**

Not Applicable.

**3. Fiscal Impact**

None

**4. Description of Competitive Process**

Projects will comply with public bid laws.

**5. Review of Legal Documents**

Not applicable.

**6. Parties of Interest**

Not applicable.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None

**Attachments**

- Letter from Vice President Richardson
- Revised Five-Year Plan
- Revised First Year Prioritized Projects list

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that the 2015-2016 Capital Outlay 5-Year Plan and First Year Prioritized Categories for the Louisiana State University System be amended to include the below listed projects:

**LSU Agricultural Center**

FY 15-16 Food Innovation Center- Phase 1  
Category- Self Generated / Revenue Bond Projects  
\$3,500,000 – Revenue Bonds

**LSU Agricultural Center**

Plant Pathology Teaching Laboratory Renovation  
Category- New Projects  
\$332,000 - General Obligation Bonds and Fees/Self-Gen. Revenue”





October 29, 2014

Dr. F. King Alexander, LSU President and Chancellor  
LSU System  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

RE: **Significant Board Matter**  
Capital Outlay Request – Amendment  
East Baton Rouge Parish  
Baton Rouge, Louisiana

The LSU AgCenter would like to amend its Capital Outlay request for Fiscal Year 2015-2016.

- The "FY 15-16 Food Innovation Center – Phase 1" replaces the previously submitted "FY 15-16 Food Innovation Center" which was a new construction. The "Phase 1" project renovates an existing space with plans of a future "Phase 2" to be a new construction addition.
- The "Plant Pathology Teaching Laboratory Renovations" is a new project which was made possible by a commitment of discretionary funds from Sen. Yvonne Dorsey.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson  
Vice President for Agriculture and  
Dean of College of Agriculture

WBR:dgf

Attachments

xc: Ms. Ann Coulon  
Mr. Danny Mahaffey  
Mr. Dale Frederick

**RECEIVED**

OCT 29 2014

**PROPERTY & FACILITIES**

**Office of the Chancellor**

101 J. Norman Efferson Hall - LSU  
Baton Rouge, LA 70803  
Post Office Box 25203  
Baton Rouge, LA 70894-5203  
(225) 578-4161  
Fax: (225) 578-4143

Accounting Services  
(225) 578-4648  
(225) 578-0735

Corporate Relations and  
Public Service Activities  
(225) 578-4238

Facilities Planning  
(225) 578-8731  
Fax: (225) 578-6032

Human Resource Management  
(225) 578-2258  
Fax: (225) 578-8284

Diversity  
(225) 578-4640  
Fax: (225) 578-8284

Sponsored Programs  
104 J. Norman Efferson Hall  
Baton Rouge, LA 70803  
Post Office Box 25071  
Baton Rouge, LA 70894-5071  
(225) 578-6030  
Fax: (225) 578-6032

Ag Leadership  
102 M Efferson Hall - LSU  
Post Office Box 25100  
Baton Rouge, LA 70894-5100  
(225) 578-3659  
Fax: (225) 578-4225

Communications  
128 Knapp Hall - LSU  
Baton Rouge, LA 70803  
Post Office Box 25100  
Baton Rouge, LA 70894-5100  
(225) 578-2263  
Fax: (225) 578-4524

Information Technology  
118 Knapp Hall - LSU  
Baton Rouge, LA 70803  
(225) 578-4020  
Fax: (225) 578-3629

International Programs  
International Programs Bldg.  
South Stadium Road  
Baton Rouge, LA 70803  
Post Office Box 16090  
Baton Rouge, LA 70893  
(225) 578-6963  
Fax: (225) 578-6775

For the latest  
research-based information  
on just about anything,  
visit our Web site:  
[www.lsuagcenter.com](http://www.lsuagcenter.com)



5 YEAR CAPITAL OUTLAY PLAN

LSU SYSTEM

FY2015-2016 - FY2019-2020

LSU A & M	1st Yr Request	Inst. Priority	Funding Source	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	5-Year Request	Previous Funding	Total Cost
Main Campus Sewer Line Replacement	2009	E-1	G.O.	\$455,000	\$4,066,000				\$4,521,000	\$0	\$4,521,000
New Residence Hall	2011	SG-1*	R.B.	\$80,450,000					\$80,450,000	\$80,450,000	\$80,450,000
Evangeline Hall Renovation	2012	SG-2*	S.G./R.B.	\$18,800,000					\$18,800,000	\$22,500,000	\$18,800,000
Family Housing Complex	2014	SG-3*	S.G./R.B.	\$51,000,000					\$51,000,000	\$39,300,000	\$51,000,000
Student Health Center Renovation and Addition	2014	SG-4*	S.G./R.B.	\$27,890,000					\$27,890,000	\$27,890,000	\$27,890,000
Garig Hall Renovation	2015	SG-5	S.G./R.B.	\$4,265,000					\$4,265,000	\$0	\$4,265,000
Highland Hall Renovation	2015	SG-6	S.G./R.B.	\$12,240,000					\$12,240,000	\$0	\$12,240,000
Greenhouse Relocation	2015	SG-7	S.G./R.B.	\$13,680,000					\$13,680,000	\$0	\$13,680,000
Enclose Corporation Canal	2015	SG-8	S.G./R.B.	\$14,000,000					\$14,000,000	\$0	\$14,000,000
NOAA Weather Service Building	2015	SG-9	S.G.	\$20,000,000					\$20,000,000	\$0	\$20,000,000
Pete Maravich Assembly Center Addition and Renovation	2015	SG-10	S.G.	\$28,000,000					\$28,000,000	\$0	\$28,000,000
Veterinary Medicine Laboratory Renovation	2015	SG-11	S.G.	\$2,500,000					\$2,500,000	\$0	\$2,500,000
Renovation for Admissions and Enrollment Management	2015	SG-12	S.G.	\$7,000,000					\$7,000,000	\$0	\$7,000,000
Patrick F. Taylor Hall Renovation and Expansion	2013	C-1*	S.G./G.O.	\$5,000,000					\$5,000,000	\$105,000,000	\$110,000,000
French House Renovation	2008	C-2*	G.O.	\$225,000					\$225,000	\$5,681,000	\$5,906,000
Renovate Old Engineering Shops for Art Department	2003	C-3*	G.O.	\$1,510,000					\$1,510,000	\$15,300,000	\$16,810,000
Fire & Emergency Training Institute Renovation and Addition	2014	C-4*	G.O.	\$750,000					\$750,000	\$0	\$750,000
H.P. Long Field House Renovation	2015	N-1	G.O.	\$1,800,000	\$14,400,000	\$1,800,000			\$18,000,000	\$0	\$18,000,000
Howe-Russell-Kniffen Geoscience (West) Renovation	2003	N-2	G.O.	\$2,500,000	\$21,325,000	\$850,000			\$24,675,000	\$0	\$24,675,000
Choppin Hall: Renovation	2010	N-3	G.O.	\$4,200,000	\$35,925,000	\$1,250,000			\$41,375,000	\$0	\$41,375,000
Atkinson Hall Renovation		N-4	G.O.		\$1,500,000	\$16,060,000	\$675,000		\$18,235,000	\$0	\$18,235,000
Military & Air Science Renovation		N-5	G.O.		\$760,000	\$6,068,000	\$757,000		\$7,585,000	\$0	\$7,585,000
Allen Hall Renovation		N-6	G.O.		\$1,604,000	\$12,837,000	\$1,604,000		\$16,045,000	\$0	\$16,045,000
Veterinary Medicine Clinical Facility (\$5M SG & \$5M GOB)		N-7	G.O.		\$1,000,000	\$8,000,000	\$1,000,000		\$10,000,000	\$0	\$10,000,000
Science & Instruction Building		N-8	G.O.		\$4,150,000	\$33,205,000	\$4,150,000		\$41,505,000	\$0	\$41,505,000
Coastal & Atmospheric Science Complex		N-9	G.O.		\$4,606,000	\$36,858,000	\$4,606,000	\$4,606,000	\$46,070,000	\$0	\$46,070,000
Math & Lecture Hall		N-10	G.O.		\$4,410,000	\$35,285,000	\$4,410,000	\$4,410,000	\$44,105,000	\$0	\$44,105,000
Library: Remote Storage Facility		N-11	G.O.		\$328,000	\$2,629,000	\$328,000	\$328,000	\$3,285,000	\$0	\$3,285,000
Human Ecology Addition		N-12	G.O.		\$745,000	\$5,965,000	\$745,000	\$745,000	\$7,455,000	\$0	\$7,455,000
Foster Hall Renovation		N-13	G.O.		\$2,079,000	\$16,647,000	\$2,079,000	\$2,079,000	\$20,805,000	\$0	\$20,805,000
Veterinary Medicine Veterinary Diagnostic Equipment Replacement		N-14	G.O.		\$2,760,000				\$2,760,000	\$0	\$2,760,000
Pleasant Hall Renovation		N-15	G.O.		\$1,420,000	\$11,369,000	\$1,420,000	\$1,369,000	\$12,789,000	\$0	\$12,789,000
Foster Hall Natural Science Addition		N-16	G.O.		\$2,010,000	\$16,072,000	\$2,010,000	\$16,072,000	\$18,082,000	\$0	\$18,082,000
Prescott Hall Renovation		N-17	G.O.		\$1,500,000	\$12,810,000	\$1,500,000	\$12,810,000	\$14,310,000	\$0	\$14,310,000
Veterinary Medicine Instructional Facility		N-18	G.O.		\$1,200,000	\$9,800,000	\$1,200,000	\$9,800,000	\$11,000,000	\$0	\$11,000,000
Veterinary Medicine Biomedical Research Facility		N-19	G.O.					\$1,500,000	\$1,500,000	\$0	\$1,500,000
Veterinary Medicine Hansen's Disease Center Renovation		N-20	G.O.					\$168,000	\$168,000	\$0	\$168,000
<b>TOTAL</b>				<b>\$296,265,000</b>	<b>\$84,730,000</b>	<b>\$94,998,000</b>	<b>\$111,700,000</b>	<b>\$63,887,000</b>	<b>\$651,580,000</b>	<b>\$296,121,000</b>	<b>\$777,561,000</b>

5 YEAR CAPITAL OUTLAY PLAN

LSU SYSTEM

FY2015-2016 - FY2019-2020

LSU AGRICULTURAL CENTER											
	1st Yr Request	Inst. Priority	Funding Source	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	5-Year Request	Previous Funding	Total Cost
Food Innovation Center	2015	SG		\$3,500,000					\$3,500,000	\$0	\$3,500,000
Burden Welcome Center	2005	SG		\$320,000	\$3,680,000				\$4,000,000	\$0	\$4,000,000
Livestock Education Facilities	2011	SG		\$4,500,000					\$4,500,000	\$0	\$4,500,000
Animal & Food Science Facilities Renovation - Phase III	1984	N-1	G.O.	\$462,100	\$6,013,100				\$6,475,200	\$0	\$6,475,200
Plant Pathology Teaching Laboratory Renovation	2015	N-2	SG/G.O.	\$332,000					\$332,000	\$0	\$332,000
Animal & Food Science Facilities Renovation - Phase IV		N-2	G.O.		\$500,000	\$6,075,000			\$6,575,000	\$0	\$6,575,000
Emerging Technology Center - Parker Coliseum		N-4	G.O.		\$5,000,000	\$60,000,000			\$65,000,000	\$0	\$65,000,000
Animal & Food Science Facilities Renovation - Phase V		N-3	G.O.		\$464,000		\$6,199,000		\$6,663,000	\$0	\$6,663,000
Greenhouse Facilities Relocation and Departmental Renovations		N-5	G.O.			\$1,235,000	\$13,585,000	\$780,000	\$15,600,000	\$0	\$15,600,000
Biological & Agricultural Engineering Bldg.		N-6	G.O.			\$1,248,000	\$13,728,000	\$364,000	\$15,340,000	\$0	\$15,340,000
Research Support Facilities/Solid Waste Management Facilities		N-7	G.O.			\$1,760,000			\$1,760,000	\$0	\$1,760,000
Rice - Shop & Storage Buildings Replacement		N-8	G.O.			\$1,170,000			\$1,170,000	\$0	\$1,170,000
Bossier - Distance Learning Center & Regional Office		N-9	G.O.			\$1,482,000			\$1,482,000	\$0	\$1,482,000
Baton Rouge - 4H Educational Center		N-10	G.O.				\$22,500	\$22,500,000	\$22,522,500	\$0	\$22,522,500
<b>TOTAL</b>				<b>\$9,114,100</b>	<b>\$15,193,100</b>	<b>\$73,434,000</b>	<b>\$33,534,500</b>	<b>\$23,644,000</b>	<b>\$154,919,700</b>	<b>\$0</b>	<b>\$154,919,700</b>
LSUA											
	1st Yr Request	Inst. Priority	Funding Source	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	5-Year Request	Previous Funding	Total Cost
Network & Telephone Cabling Infrastructure	2005	E-1	G.O.	\$2,100,000	\$0	\$0	\$0	\$0	\$2,100,000	\$0	\$2,100,000
Coughlin Hall Renovation	2013	E-3	G.O.	\$2,260,125		\$0	\$0	\$0	\$2,260,125	\$0	\$2,260,125
Business & Education Building	2006	N-1	G.O.	\$1,230,075	\$13,530,825	\$365,400	\$0	\$0	\$15,126,300	\$0	\$15,126,300
Library Asbestos Abatement & General Refurbishing	2005	N-2	G.O.	\$1,155,000	\$0	\$0	\$0	\$0	\$1,155,000	\$0	\$1,155,000
Oakland Hall Renovation	2010	N-3	G.O.	\$364,875	\$4,937,625	\$0	\$0	\$0	\$5,302,500	\$0	\$5,302,500
<b>TOTAL</b>				<b>\$7,110,075</b>	<b>\$18,468,450</b>	<b>\$365,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,943,925</b>	<b>\$0</b>	<b>\$25,943,925</b>
LSUE											
	1st Yr Request	Inst. Priority	Funding Source	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	5-Year Request	Previous Funding	Total Cost
Replacement of Science Laboratory Fume Hoods	2007	E-2	G.O.	\$2,020,200					\$2,020,200	\$0	\$2,020,200
Science Building Renovations	2002	N-1	G.O.	\$859,650	\$9,571,150	\$550,000			\$10,980,800	\$0	\$10,980,800
Financial Aid Office Renovations	2007	N-2	G.O.	\$338,800					\$338,800	\$0	\$338,800
Naturarium Renovations		N-3	G.O.		\$1,800,000				\$1,800,000	\$0	\$1,800,000
Library Renovations		N04	G.O.		\$270,250	\$3,030,250			\$3,300,500	\$0	\$3,300,500
H&PE Building Renovations		N-5	G.O.			\$287,500	\$3,220,000		\$3,507,500	\$0	\$3,507,500
Physical Plant/Central Receiving Facility		N-6	G.O.				\$230,000	\$2,645,000	\$2,875,000	\$0	\$2,875,000
Child Day Care Center		N-7	G.O.				\$88,150	\$969,650	\$1,057,800	\$0	\$1,057,800
<b>TOTAL</b>				<b>\$3,218,650</b>	<b>\$11,641,400</b>	<b>\$3,867,750</b>	<b>\$3,538,150</b>	<b>\$3,614,650</b>	<b>\$25,880,600</b>	<b>\$0</b>	<b>\$25,880,600</b>

5 YEAR CAPITAL OUTLAY PLAN

LSU SYSTEM

FY2015-2016 - FY2019-2020

LSUS	1st Yr Request	Inst. Priority	Funding Source	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	5-Year Request	Previous Funding	Total Cost
Bronson Hall Renovation	2001	N-1	G.O.	\$1,392,502	\$15,711,377	\$1,212,750			\$18,316,629	\$0	\$18,316,629
Computer Optic-Fiber Link and Generator	2005	N-2	G.O.	\$1,697,779					\$1,697,779	\$0	\$1,697,779
Land Acquisition	2012	N-3	G.O.	\$650,000					\$650,000	\$0	\$650,000
Wellness Center	2014	SG	S.G./R.B.		\$1,900,700	\$13,207,700	\$828,000		\$15,936,400	\$0	\$15,936,400
Lab School	2014	N-4	G.O.	\$923,193		\$10,665,118			\$11,588,311	\$0	\$11,588,311
Science Learning Center	2015	N-5	G.O.	\$1,250,000					\$1,250,000	\$0	\$1,250,000
HPE Renovation and Expansion	2008	N-6	G.O.	\$897,000		\$10,132,000	\$500,000		\$11,529,000	\$0	\$11,529,000
College of Education, Human Development Building	2002	N-7	G.O.	\$720,000		\$7,920,000	\$750,000		\$9,390,000	\$0	\$9,390,000
Mass Communications, Digital Media, Fine Arts and Performing Arts Building	2002	N-8	G.O.		\$3,800,000	\$41,800,000	\$1,500,000		\$47,100,000	\$0	\$47,100,000
Special Events Center/ Emergency Shelter	2002	N-9	G.O.		\$3,175,800	\$34,933,800	\$3,000,000		\$41,109,600	\$0	\$41,109,600
Lab School Gymnasium	2014	N-10	G.O.		\$494,250	\$5,486,750			\$5,981,000	\$0	\$5,981,000
Science Lab and Red River Watershed Mgt Inst Building	2002	N-11	G.O.		\$960,000	\$10,560,000	\$1,000,000	\$1,000,000	\$12,520,000	\$0	\$12,520,000
<b>TOTAL</b>				<b>\$3,740,281</b>	<b>\$28,378,070</b>	<b>\$121,325,618</b>	<b>\$22,624,750</b>	<b>\$1,000,000</b>	<b>\$177,068,719</b>	<b>\$0</b>	<b>\$177,068,719</b>
<b>HEALTH SCIENCES CENTER NEW ORLEANS</b>											
Medical Education Building Laboratory Exhaust Upgrade	2012	E-1	G.O.	\$1,540,000	\$4,200,000	\$4,200,000			\$9,940,000	\$0	\$9,940,000
Land Acquisition	2014	SG	I.D.	\$6,500,000					\$6,500,000	\$0	\$6,500,000
Facility Renovation- Part 4 Dental School Pre-Clinical Teaching	2004	C-1	S.G./G.O.	\$8,400,000					\$8,400,000	\$0	\$8,400,000
Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	2008	N-1	G.O.	\$1,200,000	\$4,170,000	\$4,170,000			\$9,540,000	\$0	\$9,540,000
Resource Center Waterproofing		N-3	G.O.		\$100,000	\$900,000			\$1,000,000	\$0	\$1,000,000
AH&SON Waterproofing		N-4	G.O.		\$100,000	\$900,000			\$1,000,000	\$0	\$1,000,000
Lions Eye Center Roof Replacement and Waterproofing		N-5	G.O.		\$300,000	\$2,700,000			\$3,000,000	\$0	\$3,000,000
CSRB Roof Replacement and Waterproofing		N-6	G.O.					\$3,300,000	\$3,300,000	\$0	\$3,300,000
<b>TOTAL</b>				<b>\$17,640,000</b>	<b>\$8,470,000</b>	<b>\$9,670,000</b>	<b>\$3,600,000</b>	<b>\$3,300,000</b>	<b>\$42,680,000</b>	<b>\$0</b>	<b>\$42,680,000</b>
<b>HEALTH SCIENCES CENTER SHREVEPORT</b>											
Medical School B-Building HVAC Replacement	2013	E-1	G.O.	\$5,100,000					\$5,100,000	\$0	\$5,100,000
Medical School Building Elevator Replacement	2014	E-2	G.O.	\$2,000,000					\$2,000,000	\$0	\$2,000,000
Medical School D-Building Roof Replacement Power Plant	2014	E-3	G.O.	\$700,000					\$700,000	\$0	\$700,000
Medical School 10th Floor B-Building HVAC Replacement	2014	E-4	G.O.	\$5,100,000					\$5,100,000	\$0	\$5,100,000
Feist-Weiller Cancer Research Center Planning and Construction	2007	C-1	G.O./SG	\$3,000,000	\$22,540,000	\$760,000			\$26,300,000	\$28,700,000	\$55,000,000
Student Study & Wellness Center	2014	N-1	G.O.	\$300,000	\$2,700,000				\$3,000,000	\$0	\$3,000,000
Health Sciences Library Expansion	2002	N-2	G.O.		\$16,200,000	\$760,000	\$631,050	\$3,043,950	\$3,675,000	\$0	\$3,675,000
<b>TOTAL</b>				<b>\$16,200,000</b>	<b>\$25,240,000</b>	<b>\$760,000</b>	<b>\$631,050</b>	<b>\$3,043,950</b>	<b>\$45,875,000</b>	<b>\$28,700,000</b>	<b>\$74,575,000</b>
<b>HEALTH CARE SERVICES DIVISION</b>											
Roof Replacement Administrative and Business Office	2014	E-1	G.O.	\$1,739,362	\$0	\$0	\$0	\$0	\$1,739,362	\$0	\$1,739,362
Underground, Sewer and Storm Line Replacement	2014	N-1	G.O.	\$862,971	\$0	\$0	\$0	\$0	\$862,971	\$0	\$862,971
<b>TOTAL</b>				<b>\$2,602,333</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,602,333</b>	<b>\$0</b>	<b>\$2,602,333</b>

**GRAND TOTAL** \$355,890,439 \$192,121,020 \$304,420,768 \$175,628,450 \$98,489,600 \$1,126,550,277 \$324,821,000 \$1,451,371,277

\*Denotes project funding approved in Act 25 of 2014



**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE  
Capital Outlay Recommendations  
FY 2015-2016 in Priority Order**

<b>2015-2016 SYSTEM PRIORITY</b>	<b>CAMPUS</b>	<b>EMERGENCY PROJECTS</b>	<b>FY 2015-16</b>	<b>PROJECT TOTAL</b>
E-1	LSU A&M	Main Campus Sewer Line Replacment	\$ 455,000	\$ 4,521,000
E-2	LSU-E	Replacement of Science Laboratory Fume Hoods	\$ 2,020,200	\$ 2,020,200
E-3	LSU-A	Network & Telephone Cabling Infrastructure	\$ 2,100,000	\$ 2,100,000
E-4	HSC-S	Medical School B-Building HVAC Replacement	\$ 5,100,000	\$ 5,100,000
E-5 <i>New</i>	LSU-A	Coughlin Hall Renovation	\$ 2,260,125	\$ 2,260,125
E-6 <i>New</i>	HSC-S	Medical School D-Building Roof Replacement Power Plant	\$ 700,000	\$ 700,000
E-7 <i>New</i>	HSCD	Roof Replacement Administration and Business Office	\$ 1,739,362	\$ 1,739,362
E-8 <i>New</i>	HSC-NO	Medical Education Building Laboratory Exhaust Upgrade	\$ 1,540,000	\$ 9,940,000
E-9 <i>New</i>	HSC-S	Medical School Building Elevator Replacement	\$ 2,000,000	\$ 2,000,000
E-10 <i>New</i>	HSC-S	Medical School 10th Floor B-Building HVAC Replacement	\$ 5,100,000	\$ 5,100,000
		<b>TOTAL EMERGENCY</b>	\$ 23,014,687	\$ 35,480,687
<b>2015-2016 SYSTEM PRIORITY</b>	<b>CAMPUS</b>	<b>SELF-GENERATED / REVENUE BOND PROJECTS</b>	<b>FY 2015-16</b>	<b>PROJECT TOTAL</b>
SG-1	LSU A&M	New Residence Hall	\$ 80,450,000	\$ 80,450,000
SG-2	LSU A&M	Evangeline Hall Renovation	\$ 18,800,000	\$ 18,800,000
SG-3	LSU A&M	Family Housing Complex	\$ 51,000,000	\$ 51,000,000
SG-4	LSU A&M	Student Health Center Renovation and Addition	\$ 27,890,000	\$ 27,890,000
SG-5 <i>New</i>	LSU A&M	Garig Hall Renovation	\$ 4,265,000	\$ 4,265,000
SG-6 <i>New</i>	LSU A&M	Highland Hall Renovation	\$ 12,240,000	\$ 12,240,000
SG-7 <i>New</i>	AgCenter	Food Innovation Center	\$ 3,500,000	\$ 3,500,000
SG-8 <i>New</i>	LSU A&M	Greenhouse Relocation	\$ 13,680,000	\$ 13,680,000
SG-9 <i>New</i>	LSU A&M	Enclose Corporation Canal	\$ 14,000,000	\$ 14,000,000
SG-10 <i>New</i>	LSU A&M	NOAA Weather Service Building	\$ 20,000,000	\$ 20,000,000
SG-11 <i>New</i>	HSC-NO	Land Acquisition	\$ 6,500,000	\$ 6,500,000
SG-12 <i>New</i>	AgCenter	Burden Welcome Center	\$ 320,000	\$ 4,000,000
SG-13 <i>New</i>	AgCenter	Livestock Education Facility	\$ 4,500,000	\$ 4,500,000
SG-14 <i>New</i>	LSU A&M	Pete Maravich Assembly Center Addition and Renovation	\$ 28,000,000	\$ 28,000,000
SG-15 <i>New</i>	LSU A&M	Veterinary Medicine Laboratory Renovation	\$ 2,500,000	\$ 2,500,000
SG-16 <i>New</i>	LSU A&M	Renovation for Admissions and Enrollment Management	\$ 7,000,000	\$ 7,000,000
		<b>TOTAL SELF-GENERATED</b>	\$ 294,645,000	\$ 298,325,000
<b>2015-2016 SYSTEM PRIORITY</b>	<b>CAMPUS</b>	<b>CONTINUING PROJECTS</b>	<b>FY 2015-16</b>	<b>PROJECT TOTAL</b>
C-1	LSU A&M	Patrick F. Taylor Hall Renovation and Expansion	\$ 5,000,000	\$ 110,000,000
C-2	LSU A&M	French House Renovation	\$ 225,000	\$ 5,906,000
C-3	LSU A&M	Renovate Old Engineering Shops for Art Department	\$ 1,510,000	\$ 16,810,000
C-4	HSC-NO	Facility Renovation- Part 4 Dental School Pre Clinical Teach Lab/Simulation Lab Renovation	\$ 8,400,000	\$ 8,400,000
C-5	HSC-S	Feist-Weiller Cancer Research Center	\$ 3,000,000	\$ 55,000,000
C-6 <i>New</i>	LSU A&M	Fire & Emergency Training Institute	\$ 750,000	\$ 750,000
		<b>TOTAL CONTINUING</b>	\$ 18,885,000	\$ 196,866,000



**BOARD OF SUPERVISORS OF  
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<b>2015-2016 SYSTEM PRIORITY</b>	<b>CAMPUS</b>	<b>New PROJECTS</b>	<b>FY 2015-16</b>	<b>PROJECT TOTAL</b>
N-1	HSC-NO	Dental School Mechanical, Electrical Systems Modernization and ADA Improvements	\$ 1,200,000	\$ 9,540,000
N-2	AgCenter	Phase III- Animal and Food Science Facilities Renovation	\$ 462,100	\$ 6,475,200
N-3 <i>New</i>	LSU A&M	Huey P. Long Field House	\$ 1,800,000	\$ 18,000,000
N-4	LSU A&M	Howe-Russell-Kniffen Geoscience (West) Renovation	\$ 2,500,000	\$ 24,675,000
N-5	LSU-S	Bronson Hall Renovation	\$ 1,392,502	\$ 18,316,629
N-6	LSU A&M	Choppin Hall Renovation	\$ 4,200,000	\$ 41,375,000
N-7 <i>New</i>	LSU-S	Computer Optic-Fiber Link and Generator	\$ 1,697,779	\$ 1,697,779
N-8	AgCenter	Plant Pathology Teaching Laboratory Renovations	\$ 332,000	\$ 332,000
N-9	LSU-E	Science Building Renovation	\$ 859,650	\$ 10,980,800
N-10	LSU-A	Business and Education Building	\$ 1,230,075	\$ 15,126,300
N-11	LSU-A	Library Flooring Asbestos Abatement & General Refurbishing	\$ 1,155,000	\$ 1,155,000
N-12	LSU-A	Oakland Hall Renovation	\$ 364,875	\$ 5,302,500
N-13 <i>New</i>	LSU-E	Financial Aid Office Renovation	\$ 338,800	\$ 338,800
N-14 <i>New</i>	HSC-S	Student Study & Wellness Center	\$ 300,000	\$ 3,000,000
N-15	HCSD	Underground Plumbing, Sewer and Storm Line Replacement	\$ 862,971	\$ 862,971
N-16	LSU-S	Land Acquisition	\$ 650,000	\$ 650,000
		<b>TOTAL NEW</b>	\$ 19,345,752	\$ 157,827,979
		<b>TOTAL ALL CAMPUSES</b>	\$ 355,890,439	\$ 688,499,666



**RECOMMENDATION TO APPROVE  
PIPELINE RIGHT-OF-WAY AND SURFACE EASEMENT  
FOR LSU A&M WITH  
TEXAS EDWARDS, INC. D/B/A KRITI TE ENERGY, INC.  
IN TERREBONNE PARISH**

**TO: Members of the Board of Supervisors**

**Date: December 12, 2014**

Pursuant to Article VII, Section 8. D. 2(a) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights of way, servitudes, or other immovable property owned or controlled by LSU.

**1. Summary of the Matter**

LSU A&M (Grantor) has received a request for a permanent Pipeline Right of Way and Surface Easement from Texas Edwards, Inc. d/b/a Kriti TE Energy, Inc. (Grantee) for the purpose of constructing a pipeline from the BARRILLEAUX NO. 1 Well. Grantor is the current owner of the surface estate of property in Terrebonne Parish and an undivided interest owner in a State Agency Oil and Gas Lease with Texas Edwards Inc.

Grantee will construct, maintain, replace, change the size of, move, remove and operate a single pipeline not to exceed 3" and connect and tie into the existing 4" pipeline and meter sites as covered by the Surface Easement within the Right of Way. The pipeline is needed for the transportation of oil, gas and other fluids or substances produced on and through the lands of Grantor in Sections 39, 40, 41 & 42, Township 16 South, Range 15 East.

During and for construction Grantee has the right of use of 15' on either side of the centerline of the Right of Way for a total of 30' as a temporary working area for construction of the pipeline and which shall revert to the Grantor upon completion of construction excluding the permanent Right of Way the width of the pipe.

LSU is in agreement with Pipeline Right of Way and Servitude Easement request.

LSU is further requesting the Board of Supervisors to authorize and empower the President at this time to sign the final Pipeline Right of Way and Surface Easement Instruments.

**2. Review of Business Plan**

None

**3. Fiscal Impact**

None

**4. Description of Competitive Process**

None

**5. Review of Legal Documents**

- Surface Easement
- Right-Of-Way Instrument

**6. Parties of Interest**

- LSU Board of Supervisors
- LSU A&M
- Texas Edwards, Inc. d/b/a Kriti TE Energy, Inc.

**7. Related Transactions**

None

**8. Conflicts of Interest**

None.

**ATTACHMENTS:**

- Letter from Vice President Layzell
- Right-Of-Way Instrument
- Exhibits "B" & "C" to Pipeline Right Of Way
- Surface Easement
- Exhibit "B" to Surface Easement

**RECOMMENDATION**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

**"NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that F. King Alexander, President of the LSU System, or his designee, is authorized and empowered for and on behalf of the Board of Supervisors to execute the Pipeline Right-of-Way and Surface Easement with Texas Edwards, Inc. d/b/a Kriti TE Energy, Inc. to construct a pipeline for the purpose of transporting hydrocarbon products produced from Barrilleaux No. 1 Well.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of the LSU System, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in the Pipeline Right of Way and Surface Easement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors."

November 25, 2014

To: F. King Alexander  
President  
LSU

From: Daniel T. Layzell  
Vice President  
LSU A&M



RE: Request for Board Approval  
Pipeline Right-Of-Way and Surface Easement  
Sections 39, 40, 41, & 42 Township 16 South, Range 15 East  
Terrebonne Parish, Louisiana

In accordance with Article VII, Section 8(E) of the Bylaws of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, I am submitting the attached documents to request Board Approval of the Pipeline Right-Of-Way and Surface Easement with Texas Edwards, Inc. d/b/a/ Kriti TE Energy, Inc. at the above referenced site. The right-of-way is needed for pipeline construction and maintenance and the easement provides access to three temporary and one permanent worksites. The agreements are necessary for the transportation of oil to market.

I respectfully request, and should you concur, that the resolution be submitted for placement on the agenda for the December 2014 meeting of the Board of Supervisors.

Please let me know if you have additional questions. Thank you.

Attachments



**PIPELINE RIGHT-OF-WAY**

**STATE OF LOUISIANA**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**PARISH OF TERREBONNE**

§

This Pipeline Right of Way agreement, hereinafter referred to as "Agreement" made and entered into as of the 1st day of September 2014, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College whose address is 3810 West Lakeshore Drive, Baton Rouge, LA 70808, a party listed on EXHIBIT "A" attached hereto, hereinafter referred to as "Grantor," and Texas Edwards, Inc. DBA Kriti TE Energy, Inc., whose mailing address is 11767 Katy Freeway, Suite 930 Houston, Texas 77079 hereinafter called "Grantee."

**WITNESSETH**

In consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) cash paid to Grantor by Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the obligations herein undertaken by Grantee, Grantor hereby grants unto Grantee, upon the terms and considerations herein set forth, a non-exclusive right of way and easement (hereinafter called "Right of Way"), with the right to lay, construct, maintain, replace, change the size of, move, remove and operate a single pipeline not to exceed three inches (3") diameter ("Pipeline") and the right to connect and tie in to the existing four inch (4") pipeline, as shown on Exhibit "B" attached hereto, and meter sites, as shown on Exhibit "C" and as covered by the Surface Easement effective same date as above, within the Right of Way, for the transportation of oil, gas and other fluids or substances produced therewith on, over, across and through the lands of Grantor situated in Terrebonne Parish, Louisiana, to-wit:

**SECTIONS 39, 40, 41 & 42, TOWNSHIP 16 SOUTH, RANGE 15 EAST**

Beginning approximately 1500 ft South of LA Hwy 20 on the common boundary of Section 42 and 43 traversing Sections 42, 41, 40, and 39, T16S-R15E in a West/Northwest direction to a point lying east of an existing pipeline canal bisecting Section 39, being approximately 3,689.34 feet or 223.60 rods in length.

Except for the purposes and during the periods set forth below, the Right of Way herein granted shall have a permanent width of the pipe with the location of the centerline of said Right of Way being shown and identified on the drawing marked as Exhibit "B" attached hereto and made a part hereof for all purposes. During and for construction operations Grantee shall have the right to use a strip of land being fifteen feet (15') on either side of said centerline of the Right of Way as shown on Exhibit "B", for a total of thirty feet (30'), as temporary working area for the construction of said Pipeline, which temporary working area, excluding the permanent width stated above, shall revert automatically to Grantor upon completion of the initial construction. In addition, adjacent to and across any and all levees, highways, roads, streets, railroads, canals, ditches, bayous, streams or other waterways and pipelines and where the bearing of the Right of Way changes, whatever width is needed by Grantee for the construction and laying of the pipeline can be used, as approved by Grantor. Further, Grantee may temporarily use the same additional workspace as needed for the maintenance, repair, and removal of the said Pipeline.

TO HAVE AND TO HOLD said easement, rights and privileges together with all and singular privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, until the earlier time of any termination as provided in this Agreement or such time as Grantee, its successors and assigns releases or relinquishes in writing the rights herein granted, and all privileges necessary or convenient for the full use of the rights herein granted.

I.

This Right of Way shall include the right of ingress and egress by Grantee, its agents, representatives and employees for the construction, operation, maintenance and removal of the Pipeline constructed or operated hereunder, but for no other purpose, only along said Right of Way.

## II.

The rights of Grantee under this Right of Way shall at all times be held by Grantee, subject, subordinate and inferior to any presently existing right of way, servitude, mineral lease, trapping lease, or other contract affecting said Right of Way and work area. This Right of Way shall not vest in or ever be construed to vest in Grantee any right, title or interest in or to the fee ownership of, or any minerals or mineral rights in, on, under or in respect to the said Right of Way and work area, nor as requiring the consent of Grantee to any lease, grant or other contract affecting either the surface, minerals or mineral rights in, on, under, or in respect to, the above described property; nor shall this Right of Way vest in or ever be construed to vest in Grantee any rights to hunt, fish, trap, or otherwise take or capture wildlife game, turtles, fish or plant species, dead or alive from or on said Right of Way and work area. Grantee shall NOT have the right to construct, nor permit to be constructed, any facilities or structures on the surface of the Right of Way without first obtaining the express written consent of Grantor. In the event Grantor grants such consent, Grantor shall have the sole and exclusive discretion with respect to any and all structures or facilities proposed to be constructed and/or placed on the surface of the Right of Way, including, but not limited to, location, dimensions, time and manner of construction and the like. At the conclusion of construction, Grantee shall supply Grantor with a plat showing the as-built location of the Pipeline and all above-ground facilities, if applicable.

## III.

This Right of Way is further subject to the right of Grantor, his representatives, successors, assigns, transferees, or lessees, which right is hereby expressly reserved to use, occupy and enjoy all of the Right of Way and work area, for all purposes, in such manner and at such times as he, they or any of them shall desire to use same, including, but without limitation, conducting mineral operations on any of such property, for the discovery, production, storage, transportation and disposition of oil, gas, sulphur, or other minerals, under mineral leases or otherwise, for purposes of commercial, industrial, or residential development, and for the purpose of farming, grazing, cutting and removal of timber, hunting and trapping fur-bearing animals thereon, and for the purpose of a Wildlife Sanctuary, except insofar as said use and enjoyment damages the Pipeline or unreasonably interferes with the rights hereby granted to Grantee. In no event shall Grantor have the right to place permanent buildings, permanent structures or lakes, ponds, dams or reservoirs upon the area covered by the Right of Way.

## IV.

Grantee shall repair all fences, roads, bridges, canals, ditches, trenches and other facilities and improvements located on Grantor's property which may become worn, damaged or destroyed by Grantee in the location, construction, maintenance, use, repair or removal of said Pipeline, and shall remove from Grantor's land all brush and other debris caused by its operations hereunder, leaving Grantor's property at all times in a presentable condition all to the reasonable satisfaction of Grantor.

## V.

Grantee assumes and agrees:

- A. Grantee shall remove the surface soil separately in cultivated areas, pasture and grazing lands for the full width of the pipe trench to a depth of not less than ten inches and replace that soil on the top of backfill over the pipe trench spreading the soil evenly so that no mound or other obstruction will be created and/or, at Grantor's request, back fill the construction area with dry top soil. Grantee shall prior to ditching, in non-cultivated areas, wind-row and/or stock pile topsoil and replace same upon completion. Grantee shall have the right to use the additional workspace that is reasonably needed to separate such soil.
- B. Grantee will construct and maintain such spreader dams and other soil conservation devices on the above Right of Way and work area of Grantor as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall take such soil site-specific conservation measures as may be reasonably requested by the Grantor including restoration, mulching and re-vegetation.



- C. Grantee agrees to re-seed the easement with grasses approved by Grantor.
- D. Grantee agrees that any and all rocks greater than three (3") inches in diameter uncovered or encountered during the digging process shall, upon completion of the construction process, either be (i) removed from the premises, (ii) buried underground to a depth of at least two feet (2'), or (iii) relocated as mutually agreed upon by the parties.
- E. Said Pipeline shall be laid and maintained so that said Pipeline is at a minimum depth of thirty-six (36) inches between the top of the pipe and the present ground level and/or water bottom depth.
- F. In addition to the consideration above stated, Grantee agrees to repair or to pay for any actual damage (i) to growing crops, timber, marsh land, fences, buildings or other structures as well as the Right of Way and work area itself caused by Grantee exercising any rights herein for the construction, maintenance, operation, repair and removal of said Pipeline, including any and all losses and damages which may be caused by oil or gas, or anything else released from said pipeline, whether from leakage, bursting, breaking or other causes whatsoever, and (ii) by reason of any loss or injury to livestock at two times market value, escaping from said premises through any openings or gaps in fences left or caused by any of the agents or employees of Grantee.
- G. Grantee shall maintain, as long as this Agreement is in effect, insurance as listed below with insurers having an A.M Best rating of A- or better:
  - 1. Workers Compensation with statutory limits and Employers Liability with limits not less than \$1,000,000 each accident.
  - 2. Commercial General Liability including contractual liability coverage and pollution liability coverage with limits not less than \$1,000,000 per occurrence
  - 3. Automobile Liability with a minimum combined single limit of \$1,000,000 covering all owned, non-owned or hired vehicles
  - 4. Excess/Umbrella Liability with minimum limits of \$4,000,000 per occurrence in excess of coverages 1-3 above.

All policies, except Workers Compensation, shall name Grantor as an Additional Insured. Additionally, all policies should provide Waivers of Subrogation in favor of Grantor and shall be primary with respect to any insurance carried by Grantor.

Grantee shall provide Grantor with a certificate(s) of insurance evidencing full compliance with the insurance requirements contained herein prior to the commencement of operations and at each policy renewal. Policies may not be cancelled or terminated without thirty (30) days prior notice to Grantor. The acquisition and maintenance of the insurance provided for herein is a moving consideration for the execution of this Agreement and Grantee's failure to acquire and maintain same shall be grounds for the immediate termination of this Agreement, at Grantor's option, as of the date of termination of such insurance coverage.

H. For the purposes of this Pipeline Right-of-Way, the following definitions shall apply:

(A) "Grantor Group" shall mean: (A) Grantor (B) its subsidiaries and affiliated or related companies, (C) the Manager, (D) its respective contractors and subcontractors (other than Grantee Group) of (A), (B) or (C) and their respective parents, subsidiaries and affiliated companies, and (D) the respective officers, directors, representatives, agents, employees, invitees on the property and-insurers, of (A), (B) and (C).

(B) "Grantee Group" shall mean: (A) each Grantee (B) its parent, subsidiaries and affiliated companies, (C) the respective contractors and subcontractors of (A) and (B) and their respective parents, subsidiaries and affiliated companies, and (D) the respective

officers, directors, representatives, agents, employees, invitees on the property and insurers, of (A), (B) and (C).

(C) "Claim(s)" shall mean any and all claims, liabilities, costs and expenses (including without limitation court costs, litigation expenses, and reasonable attorneys' fees), and causes of action of whatsoever nature or character.

1. GRANTEE AGREES TO RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD GRANTOR GROUP, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS IN RESPECT OF PROPERTY DAMAGE OR LOSS OR PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE OR DEATH OF, ANY PERSON, INCLUDING ANY MEMBER OF GRANTEE GROUP, GRANTOR GROUP OR ANY OTHER PERSON, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, CONNECTED WITH, INCIDENT TO, OR RESULTING FROM OR RELATING TO THE PERFORMANCE OF THIS PIPELINE RIGHT-OF-WAY OR THE USE BY GRANTEE GROUP, OR THEIR PRESENCE ON, THE PROPERTY, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, CONNECTED WITH, INCIDENT TO, OR RESULTING FROM OR RELATING TO THE PERFORMANCE OF THE RIGHT-OF-WAY, WHETHER THE CLAIM IS GROUNDLESS OR NOT, AND WHETHER THE DAMAGE OR LOSS OR INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTOR GROUP OR THE CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON. IN CONTEMPLATION OF THE FOREGOING, IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST ANY MEMBER OF GRANTOR GROUP, EITHER IN A COURT OF LAW, OR BEFORE AN ARBITRATION PANEL, OR BEFORE A GOVERNMENTAL TRIBUNAL, BY REASON OF ANY SUCH CLAIM(S), GRANTEE, UPON NOTICE FROM GRANTOR, COVENANTS TO VIGOROUSLY DEFEND GRANTOR GROUP IN SAID ACTION OR PROCEEDING BY AND THROUGH LEGAL COUNSEL ACCEPTABLE TO GRANTOR.
2. THE PARTIES ACKNOWLEDGE THAT GRANTEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY AND GRANTOR GROUP SHALL NOT BE LIABLE FOR ANY INJURIES TO, OR DEATH OF, PERSONS, OR DAMAGE TO PROPERTY CAUSED BY ANY DEFECT OR VICE THEREIN, INCLUDING AND REDHIBITORY DEFECT OR VICE, WHETHER THE INJURY OR DAMAGE TO PERSON OR PROPERTY IS SUFFERED BY GRANTEE GROUP, GRANTEE'S SUBLESSEE(S) OR ANY OTHER PERSON ON THE PROPERTY, WHETHER AT GRANTEE GROUP'S INVITATION OR NOT, AND GRANTEE AGREES TO FULLY RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD GRANTOR GROUP HARMLESS FOR ALL SUCH CLAIM(S), INCLUDING THE PAYMENT OF GRANTOR GROUP'S ATTORNEYS' FEES, COURT COSTS AND ALL OTHER EXPENSES OF LITIGATION, WHETHER THE CLAIM IS GROUNDLESS OR NOT, AND WHETHER THE DAMAGE OR LOSS OR INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTOR GROUP OR THE CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON.

THIS SUBSECTION WILL SURVIVE TERMINATION OF THIS PIPELINE RIGHT-OF-WAY.

- I. Should said Pipeline at any time interfere with, restrict or restrain the agricultural, commercial or industrial development and use of the land, Grantee, upon written request of Grantor, shall make such alterations of its pipeline as are necessary to protect such Pipeline from any damage as a result of the construction and

maintenance of any roads, canals, laterals, or ditches. In compliance with these provisions, the Grantee shall not be required to relocate or laterally move its Pipeline laid hereunder. The Grantor, his heirs and assigns, shall in no manner be liable for any damage to Grantee for any injury or damage done to such pipeline as a result of such construction,

- J. Grantee and Grantor recognize that the Right of Way and work area are situated in an area which may require mitigation to be performed in exchange for the authority from state authorities to conduct operations thereon in accordance with appropriate federal or state statute regulation or ruling by regulatory body or agency. Recognizing this, it is Grantor's intention that any such mitigation work be accomplished and maintained by Grantee on lands not owned by Grantor, and may include the purchase of mitigation credits from a third party. Therefore, Grantee shall conduct such mitigation work or purchase of credits on lands not owned by Grantor. Grantee's failure to comply with the provisions of this paragraph shall be a resolatory condition to this right of way contract and in the event of the breach thereof this right of way shall ipso facto terminate and be of no further force and effect.
- K. Aerial photography is required at a scale of "one inch equals five hundred feet" which will show the site prior to the Pipeline construction operations and a second set of photography after a 12-month vegetative recovery period. This photo set should include an overlay showing the Pipeline construction corridor to enhance the ability to determine any long term loss of vegetation due to the construction activity on the corridor to lost emergent wetland vegetation. Both sets of this photography must be of a quality, which will allow GIS interpretation of impacts by comparing the two photo sets. Long term vegetative impacts may be assessed from this photography. The long term wetland loss impacts if any, once assessed, will be the responsibility of Grantee to provide compensatory mitigation in accordance with a mitigation plan approved by the US Army Corps of Engineers. Photography is acceptable in a computer disc format compatible with ArcView software.

#### VI.

Grantee further agrees that it will not in any manner alter or interfere with existing drainage of or on any portion of Grantor's property.

#### VII.

In the event the Pipeline operated hereunder or any portion thereof, should cease to be used for the purpose herein specified for a continuous period of one (1) year, excepting any period of no-use caused by reason of strikes, labor troubles, governmental regulations, force majeure, acts of God and other causes beyond Grantee's reasonable control, or be permanently abandoned for such purposes, or in the event any rights acquired by Grantee hereunder should be used for any purpose not specifically granted herein, then in any of such events, all rights acquired by Grantee hereunder shall, at the option of Grantor, cease and terminate without demand or putting in default; and in such event, or in the event of other termination of this Agreement, Grantee shall, within six (6) months of termination and at its own cost and expense, remove said Pipeline and all of its facilities from the hereinabove described property, and otherwise restore the premises, including but not limited to the Right of Way and work area, as nearly as practicable, to the same condition in which they were prior to the execution of this Agreement, or, at Grantor's option, Grantee shall with Grantor's agent present shall purge the Pipeline of product, fill it with an inert substance, weld caps at the points at which the Pipeline enters and exits Grantor's property and at the points to which the Pipeline enters and exits property adjacent to Grantor's property and abandon the Pipeline in place. In the event of such abandonment, should the existence of the Pipeline interfere with Grantor's use of the property, Grantee shall, at its sole cost and expense, upon the request of Grantor, remove those segments of the Pipeline that so interfere with Grantor's use of the property. Notwithstanding the foregoing, Grantee shall not be obligated to remove the Pipeline (i) in areas where special installation procedures were used during construction (including boring or directional drilling) or in areas where structures were subsequently constructed over or near the Pipeline (including but not limited to, road, railroad, stream, creek, canal, ditch or pipeline crossing areas) and such

removal is documented that it would damage same and Grantor is in agreement or (ii) in those areas where removal of the Pipeline would cause damage to the environment and is not allowed by the state authorities or Grantor is in agreement, PROVIDED HOWEVER, any portion of the Pipeline not removed shall be flushed, plugged, and rendered non-hazardous to the environment.

This Agreement and the Right of Way granted herein will automatically terminate in the event Grantee ceases to exist or becomes the subject of a petition in bankruptcy, except as to accrued liabilities and obligations.

VIII.

The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver or any of such terms or conditions or as a waiver of any other terms and conditions hereof, all of which shall be and remain in full force and effect, notwithstanding any such waiver. In case of violation by Grantee of any of the provisions of this agreement, the mention herein of any right or remedy of Grantor with respect thereto shall not preclude Grantor from exercising any other right or remedy to which Grantor might otherwise be entitled with respect to that or any other obligation of Grantee.

IX.

This Right of Way is given without any warranty by or recourse on Grantor whatsoever, not even for the return of the consideration above recited. Grantor does not warrant or represent the correctness of any survey or of the plat attached hereto purporting to show the location of Grantor's land, and nothing herein contained shall operate as an estoppel against Grantor's establishing the correct location of the boundaries of Grantor's land, in the event same are not correctly shown on the map attached hereto.

X.

Grantee, its successors, transferees, assigns shall not assign, sublease, transfer or convey this Right of Way, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld. No assignment by Grantee, its successors, transferees, and assigns shall be binding upon Grantor for any purpose until Grantor shall be furnished with a certified copy of the recorded instrument or other legally authenticated written evidence of such change of ownership.

XI.

This Agreement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

XII.

The consent of Grantee to this Agreement is evidenced by its payment to Grantor of the consideration set forth above.

XIII.

Grantee's compliance in all material respects, with each and every term and provision hereof shall be a condition of this agreement. If Grantee should fail to perform in any material respect, its duties and obligations hereunder in the manner herein provided, Grantor may give Grantee written notice of such default and Grantee shall have ninety (90) days after receipt of such notice to cure (or if such cure would be expected to take more than ninety (90) days, to commence to cure and thereafter diligently work to cure), to Grantor's reasonable satisfaction, such default. If Grantee shall fail to so cure or, when applicable commence to cure, such default within the applicable time period, Grantor may, at his option, file appropriate proceedings and seek in addition to available remedies the termination of this Agreement and the Right of Way, and the eviction of Grantee forthwith from the Right of Way and work area.

XIV.

Grantee will, at least three days prior to commencing operations hereunder, advise Grantor by contacting Mr. Danny Mahaffey, Assistant Vice President/University Architect, Property & Facilities, LSU System, 3810 W. Lakeshore Drive, Room 109, Baton Rouge, Louisiana 70808, by telephone (225) 578-2264, and email [dmahaf1@lsu.edu](mailto:dmahaf1@lsu.edu) ("Mr. Mahaffey"), of the date and time operations will be commenced and will consult with the Mr. Mahaffey regarding methods to be used and work to be done. Operations shall include but not be limited to construction, maintenance, and repair.

XV.

Grantee will be responsible for obtaining in advance all necessary permits and licenses from the proper authorities and complying with all requirements of any regulatory agency having jurisdiction over the operations contemplated and will provide Grantor, through Mr. Mahaffey, copies of all permits and documents filed with said regulatory agencies. Grantee shall furnish to Grantor, through Mr. Mahaffey, the names of Grantee's designated representative(s), along with all necessary contact information, at all time to be kept current by Grantee, whereby Grantor's Grantor, through Mr. Mahaffey, may notify Grantee of any problems which may occur. Grantee's representative, until the Grantor is notified otherwise, is as follows:

Texas Edwards, Inc.  
DBA Kriti TE Energy  
11767 Katy Freeway, Suite 930  
Houston, Texas 77079  
Attn: Alan M. Crawford  
(713) 655-7070

XVI.

As additional consideration for granting this Right of Way, Grantee agrees as follows:

Grantee shall only transport gas and gas condensate products and by-products produced from the Barrilleaux No. 1 well, API 17-109-24067, (or a replacement well therefore) in the aforesaid Pipeline and from no other wells.

XVII.

Any notices required under this Agreement shall be sent as follows:

Mr. Danny Mahaffey  
Assistant Vice President/University Architect  
Property & Facilities  
LSU System  
3810 W. Lakeshore Drive  
Room 109  
Baton Rouge, Louisiana 70808  
telephone (225) 578-2264  
[dmahaf1@lsu.edu](mailto:dmahaf1@lsu.edu)

with a copy to:

Leslie Ayres Daniel  
Taylor, Porter, Brooks & Phillips, LLP  
451 Florida Street, 8th Floor  
PO Box 2471 (70821)  
Baton Rouge, LA 70801  
Telephone (225) 387-3221  
Fax (225) 346-8049  
[leslie.daniel@taylorporter.com](mailto:leslie.daniel@taylorporter.com)

Neither the above named parties in this Article XVII, nor any their officers, members or employees shall be liable for any action taken or omitted to be taken by any of them in their capacity as agent for Grantors hereunder, INCLUDING THEIR NEGLIGENCE OF ANY KIND. Without limiting the generality of the foregoing, the above named parties in this Article XVII (a) makes no warranty or representation to any other Grantor and shall not be responsible to any other Grantor for any statements, warranties or representations made in or in connection with this Agreement; (b) shall not have any duty to ascertain or to inquire, or have any liability to any other Grantor, with respect to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of any Grantee or assignee thereof; (c) shall not be responsible to any other Grantor for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of any instrument or document furnished in connection therewith; (d) may rely upon the representations and warranties of any Grantee or assignee thereof; and (e) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (including any telecopy) believed by it to be genuine.

Grantee is responsible for verification of current address for Grantors.

XVIII.

This Agreement may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing as if all of the parties to the aggregate counterparts had signed the same instrument.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals.

**WITNESSES:**

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

**GRANTOR:**

LOUISIANA STATE UNIVERSITY  
AGRICULTURAL AND MECHANICAL  
COLLEGE

Tax I.D. Number: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public in and for said Parish and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally came and appeared: \_\_\_\_\_, who declared and acknowledged that he is the identical person who executed the foregoing instrument in writing; that his signature thereto is his own true and genuine signature, and that he executed said instrument in his individual capacity as \_\_\_\_\_ of his own free will and accord as the act and deed of \_\_\_\_\_, for the purposes and considerations therein set forth ad expressed.

\_\_\_\_\_

Notary ID # \_\_\_\_\_  
Parish of \_\_\_\_\_  
State of Louisiana  
My Commission Expires: \_\_\_\_\_

WITNESSES:

GRANTEE:

TEXAS EDWARDS, INC. DBA  
KRITI TE ENERGY, INC.

[Signature]

Printed Name: Lynn Wright

[Signature]

Printed Name: VIVIAN GUSTAFSON

By: [Signature]  
Alan M. Crawford, President

STATE OF Texas :

COUNTY OF Harris :

BEFORE ME, the undersigned Notary Public in and for said County and State, on this 14<sup>th</sup> day of October, 2014, personally came and appeared Alan M. Crawford, who declared and acknowledged that he is the identical person who executed the foregoing instrument in writing; that his signature thereto is his own true and genuine signature, and that he executed said instrument in his individual capacity as President of Texas Edwards, Inc. DBA Kriti TE Energy of his own free will and accord as the act and deed of Texas Edwards, Inc. DBA Kriti TE Energy, Inc. for the purposes and considerations therein set forth and expressed.



129859759

[Signature]

County of Harris  
State of Texas  
My Commission Expires June 20, 2018

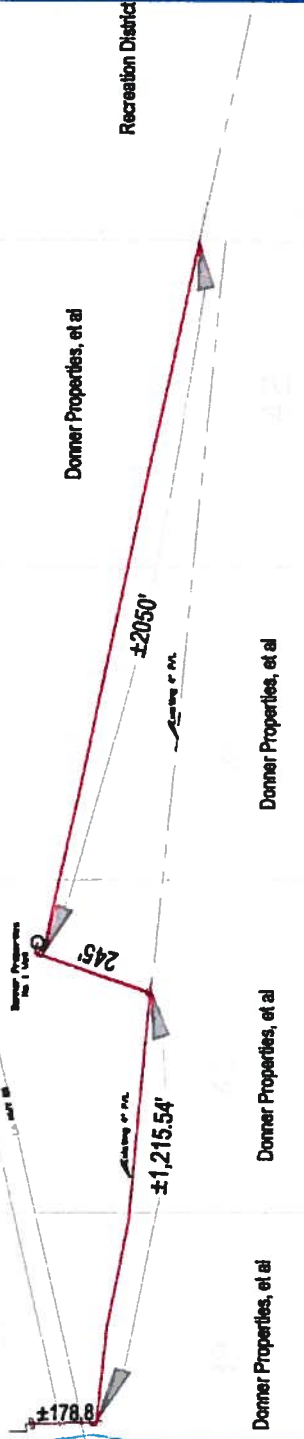


Kriti TE Energy  
Gator Prospect  
Pipeline Right-of-Way  
Total Distance: 3,689.34'

SCALE : 1" = 300'

**EXHIBIT "B"**  
Attached to and made a part of that certain Pipeline Right-of-Way  
Dated September 1, 2014 By and Between Exhibit "A", as Grantor and  
Texas Edwards, Inc. DBA Kriti TE Energy, Inc., as Grantee

T16S-R15E



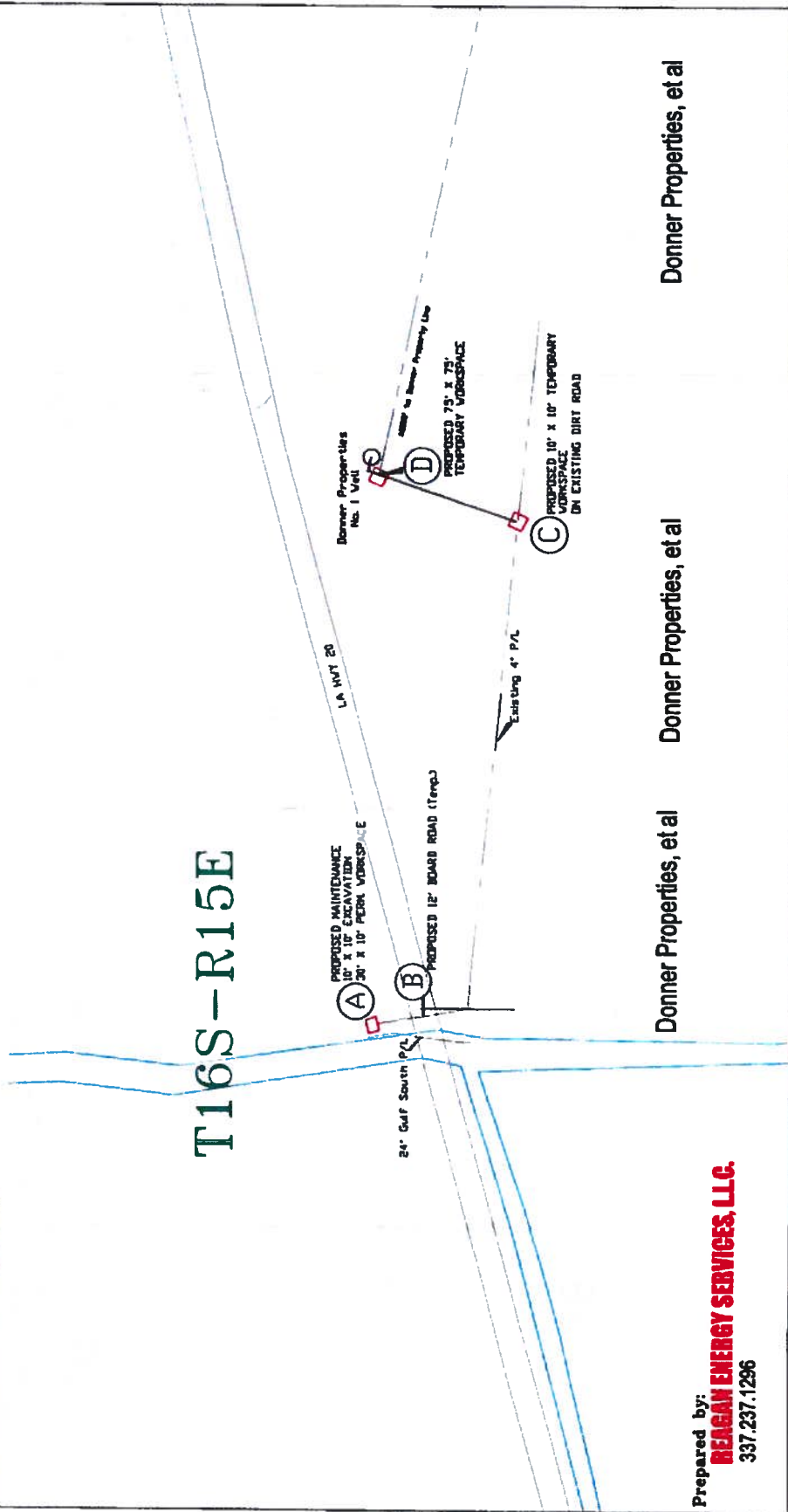
Prepared by:  
**REAGAN ENERGY SERVICES, LLC.**  
337.237.1296

**Kriti TE Energy  
Gator Prospect  
Surface Easements**

SCALE: 1" = 200'

**EXHIBIT "C"**  
Attached to and made a part of that certain Pipeline Right-of-Way  
Dated September 1, 2014 By and Between Exhibit "A", as Grantor and  
Texas Edwards, Inc. DBA Kriti TE Energy, Inc., as Grantee

**T16S-R15E**



Donner Properties, et al

Donner Properties, et al

Donner Properties, et al

Prepared by:  
**REAGAN ENERGY SERVICES, LLC.**  
337.237.1296

**PIPELINE RIGHT-OF-WAY**

**STATE OF LOUISIANA**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**PARISH OF TERREBONNE**

This Pipeline Right of Way agreement, hereinafter referred to as "Agreement" made and entered into as of the 1st day of September 2014, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College whose address is 3810 West Lakeshore Drive, Baton Rouge, LA 70808, a party listed on EXHIBIT "A" attached hereto, hereinafter referred to as "Grantor," and Texas Edwards, Inc. DBA Kriti TE Energy, Inc., whose mailing address is 11767 Katy Freeway, Suite 930 Houston, Texas 77079 hereinafter called "Grantee."

**WITNESSETH**

In consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) cash paid to Grantor by Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the obligations herein undertaken by Grantee, Grantor hereby grants unto Grantee, upon the terms and considerations herein set forth, a non-exclusive right of way and easement (hereinafter called "Right of Way"), with the right to lay, construct, maintain, replace, change the size of, move, remove and operate a single pipeline not to exceed three inches (3") diameter ("Pipeline") and the right to connect and tie in to the existing four inch (4") pipeline, as shown on Exhibit "B" attached hereto, and meter sites, as shown on Exhibit "C" and as covered by the Surface Easement effective same date as above, within the Right of Way, for the transportation of oil, gas and other fluids or substances produced therewith on, over, across and through the lands of Grantor situated in Terrebonne Parish, Louisiana, to-wit:

**SECTIONS 39, 40, 41 & 42, TOWNSHIP 16 SOUTH, RANGE 15 EAST**

Beginning approximately 1500 ft South of LA Hwy 20 on the common boundary of Section 42 and 43 traversing Sections 42, 41, 40, and 39, T16S-R15E in a West/Northwest direction to a point lying east of an existing pipeline canal bisecting Section 39, being approximately 3,689.34 feet or 223.60 rods in length.

Except for the purposes and during the periods set forth below, the Right of Way herein granted shall have a permanent width of the pipe with the location of the centerline of said Right of Way being shown and identified on the drawing marked as Exhibit "B" attached hereto and made a part hereof for all purposes. During and for construction operations Grantee shall have the right to use a strip of land being fifteen feet (15') on either side of said centerline of the Right of Way as shown on Exhibit "B", for a total of thirty feet (30'), as temporary working area for the construction of said Pipeline, which temporary working area, excluding the permanent width stated above, shall revert automatically to Grantor upon completion of the initial construction. In addition, adjacent to and across any and all levees, highways, roads, streets, railroads, canals, ditches, bayous, streams or other waterways and pipelines and where the bearing of the Right of Way changes, whatever width is needed by Grantee for the construction and laying of the pipeline can be used, as approved by Grantor. Further, Grantee may temporarily use the same additional workspace as needed for the maintenance, repair, and removal of the said Pipeline.

**TO HAVE AND TO HOLD** said easement, rights and privileges together with all and singular privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, until the earlier time of any termination as provided in this Agreement or such time as Grantee, its successors and assigns releases or relinquishes in writing the rights herein granted, and all privileges necessary or convenient for the full use of the rights herein granted.

I.

This Right of Way shall include the right of ingress and egress by Grantee, its agents, representatives and employees for the construction, operation, maintenance and removal of the Pipeline constructed or operated hereunder, but for no other purpose, only along said Right of Way.

II.

The rights of Grantee under this Right of Way shall at all times be held by Grantee, subject, subordinate and inferior to any presently existing right of way, servitude, mineral lease, trapping lease, or other contract affecting said Right of Way and work area. This Right of Way shall not vest in or ever be construed to vest in Grantee any right, title or interest in or to the fee ownership of, or any minerals or mineral rights in, on, under or in respect to the said Right of Way and work area, nor as requiring the consent of Grantee to any lease, grant or other contract affecting either the surface, minerals or mineral rights in, on, under, or in respect to, the above described property; nor shall this Right of Way vest in or ever be construed to vest in Grantee any rights to hunt, fish, trap, or otherwise take or capture wildlife game, turtles, fish or plant species, dead or alive from or on said Right of Way and work area. Grantee shall NOT have the right to construct, nor permit to be constructed, any facilities or structures on the surface of the Right of Way without first obtaining the express written consent of Grantor. In the event Grantor grants such consent, Grantor shall have the sole and exclusive discretion with respect to any and all structures or facilities proposed to be constructed and/or placed on the surface of the Right of Way, including, but not limited to, location, dimensions, time and manner of construction and the like. At the conclusion of construction, Grantee shall supply Grantor with a plat showing the as-built location of the Pipeline and all above-ground facilities, if applicable.

III.

This Right of Way is further subject to the right of Grantor, his representatives, successors, assigns, transferees, or lessees, which right is hereby expressly reserved to use, occupy and enjoy all of the Right of Way and work area, for all purposes, in such manner and at such times as he, they or any of them shall desire to use same, including, but without limitation, conducting mineral operations on any of such property, for the discovery, production, storage, transportation and disposition of oil, gas, sulphur, or other minerals, under mineral leases or otherwise, for purposes of commercial, industrial, or residential development, and for the purpose of farming, grazing, cutting and removal of timber, hunting and trapping fur-bearing animals thereon, and for the purpose of a Wildlife Sanctuary, except insofar as said use and enjoyment damages the Pipeline or unreasonably interferes with the rights hereby granted to Grantee. In no event shall Grantor have the right to place permanent buildings, permanent structures or lakes, ponds, dams or reservoirs upon the area covered by the Right of Way.

IV.

Grantee shall repair all fences, roads, bridges, canals, ditches, trenches and other facilities and improvements located on Grantor's property which may become worn, damaged or destroyed by Grantee in the location, construction, maintenance, use, repair or removal of said Pipeline, and shall remove from Grantor's land all brush and other debris caused by its operations hereunder, leaving Grantor's property at all times in a presentable condition all to the reasonable satisfaction of Grantor.

V.

Grantee assumes and agrees:

- A. Grantee shall remove the surface soil separately in cultivated areas, pasture and grazing lands for the full width of the pipe trench to a depth of not less than ten inches and replace that soil on the top of backfill over the pipe trench spreading the soil evenly so that no mound or other obstruction will be created and/or, at Grantor's request, back fill the construction area with dry top soil. Grantee shall prior to ditching, in non-cultivated areas, wind-row and/or stock pile topsoil and replace same upon completion. Grantee shall have the right to use the additional workspace that is reasonably needed to separate such soil.
- B. Grantee will construct and maintain such spreader dams and other soil conservation devices on the above Right of Way and work area of Grantor as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall take such soil site-specific conservation measures as may be reasonably requested by the Grantor including restoration, mulching and re-vegetation.

- C. Grantee agrees to re-seed the easement with grasses approved by Grantor.
- D. Grantee agrees that any and all rocks greater than three (3") inches in diameter uncovered or encountered during the digging process shall, upon completion of the construction process, either be (i) removed from the premises, (ii) buried underground to a depth of at least two feet (2'), or (iii) relocated as mutually agreed upon by the parties.
- E. Said Pipeline shall be laid and maintained so that said Pipeline is at a minimum depth of thirty-six (36) inches between the top of the pipe and the present ground level and/or water bottom depth.
- F. In addition to the consideration above stated, Grantee agrees to repair or to pay for any actual damage (i) to growing crops, timber, marsh land, fences, buildings or other structures as well as the Right of Way and work area itself caused by Grantee exercising any rights herein for the construction, maintenance, operation, repair and removal of said Pipeline, including any and all losses and damages which may be caused by oil or gas, or anything else released from said pipeline, whether from leakage, bursting, breaking or other causes whatsoever, and (ii) by reason of any loss or injury to livestock at two times market value, escaping from said premises through any openings or gaps in fences left or caused by any of the agents or employees of Grantee.
- G. Grantee shall maintain, as long as this Agreement is in effect, insurance as listed below with insurers having an A.M Best rating of A- or better:
  - 1. Workers Compensation with statutory limits and Employers Liability with limits not less than \$1,000,000 each accident.
  - 2. Commercial General Liability including contractual liability coverage and pollution liability coverage with limits not less than \$1,000,000 per occurrence
  - 3. Automobile Liability with a minimum combined single limit of \$1,000,000 covering all owned, non-owned or hired vehicles
  - 4. Excess/Umbrella Liability with minimum limits of \$4,000,000 per occurrence in excess of coverages 1-3 above.

All policies, except Workers Compensation, shall name Grantor as an Additional Insured. Additionally, all policies should provide Waivers of Subrogation in favor of Grantor and shall be primary with respect to any insurance carried by Grantor.

Grantee shall provide Grantor with a certificate(s) of insurance evidencing full compliance with the insurance requirements contained herein prior to the commencement of operations and at each policy renewal. Policies may not be cancelled or terminated without thirty (30) days prior notice to Grantor. The acquisition and maintenance of the insurance provided for herein is a moving consideration for the execution of this Agreement and Grantee's failure to acquire and maintain same shall be grounds for the immediate termination of this Agreement, at Grantor's option, as of the date of termination of such insurance coverage.

- H. For the purposes of this Pipeline Right-of-Way, the following definitions shall apply:

(A) "Grantor Group" shall mean: (A) Grantor (B) its subsidiaries and affiliated or related companies, (C) the Manager, (D) its respective contractors and subcontractors (other than Grantee Group) of (A), (B) or (C) and their respective parents, subsidiaries and affiliated companies, and (D) the respective officers, directors, representatives, agents, employees, invitees on the property and-insurers, of (A), (B) and (C).

(B) "Grantee Group" shall mean: (A) each Grantee (B) its parent, subsidiaries and affiliated companies, (C) the respective contractors and subcontractors of (A) and (B) and their respective parents, subsidiaries and affiliated companies, and (D) the respective

officers, directors, representatives, agents, employees, invitees on the property and insurers, of (A), (B) and (C).

(C) "Claim(s)" shall mean any and all claims, liabilities, costs and expenses (including without limitation court costs, litigation expenses, and reasonable attorneys' fees), and causes of action of whatsoever nature or character.

1. GRANTEE AGREES TO RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD GRANTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS IN RESPECT OF PROPERTY DAMAGE OR LOSS OR PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE OR DEATH OF, ANY PERSON, INCLUDING ANY MEMBER OF GRANTEE GROUP, GRANTOR GROUP OR ANY OTHER PERSON, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, CONNECTED WITH, INCIDENT TO, OR RESULTING FROM OR RELATING TO THE PERFORMANCE OF THIS PIPELINE RIGHT-OF-WAY OR THE USE BY GRANTEE GROUP, OR THEIR PRESENCE ON, THE PROPERTY, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, CONNECTED WITH, INCIDENT TO, OR RESULTING FROM OR RELATING TO THE PERFORMANCE OF THE RIGHT-OF-WAY, WHETHER THE CLAIM IS GROUNDLESS OR NOT, AND WHETHER THE DAMAGE OR LOSS OR INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTOR GROUP OR THE CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON. IN CONTEMPLATION OF THE FOREGOING, IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST ANY MEMBER OF GRANTOR GROUP, EITHER IN A COURT OF LAW, OR BEFORE AN ARBITRATION PANEL, OR BEFORE A GOVERNMENTAL TRIBUNAL, BY REASON OF ANY SUCH CLAIM(S), GRANTEE, UPON NOTICE FROM GRANTOR, COVENANTS TO VIGOROUSLY DEFEND GRANTOR GROUP IN SAID ACTION OR PROCEEDING BY AND THROUGH LEGAL COUNSEL ACCEPTABLE TO GRANTOR.
2. THE PARTIES ACKNOWLEDGE THAT GRANTEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY AND GRANTOR GROUP SHALL NOT BE LIABLE FOR ANY INJURIES TO, OR DEATH OF, PERSONS, OR DAMAGE TO PROPERTY CAUSED BY ANY DEFECT OR VICE THEREIN, INCLUDING AND REDHIBITORY DEFECT OR VICE, WHETHER THE INJURY OR DAMAGE TO PERSON OR PROPERTY IS SUFFERED BY GRANTEE GROUP, GRANTEE'S SUBLESSEE(S) OR ANY OTHER PERSON ON THE PROPERTY, WHETHER AT GRANTEE GROUP'S INVITATION OR NOT, AND GRANTEE AGREES TO FULLY RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD GRANTOR GROUP HARMLESS FOR ALL SUCH CLAIM(S), INCLUDING THE PAYMENT OF GRANTOR GROUP'S ATTORNEYS' FEES, COURT COSTS AND ALL OTHER EXPENSES OF LITIGATION, WHETHER THE CLAIM IS GROUNDLESS OR NOT, AND WHETHER THE DAMAGE OR LOSS OR INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTOR GROUP OR THE CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON.

THIS SUBSECTION WILL SURVIVE TERMINATION OF THIS PIPELINE RIGHT-OF-WAY.

1. Should said Pipeline at any time interfere with, restrict or restrain the agricultural, commercial or industrial development and use of the land, Grantee, upon written request of Grantor, shall make such alterations of its pipeline as are necessary to protect such Pipeline from any damage as a result of the construction and

maintenance of any roads, canals, laterals, or ditches. In compliance with these provisions, the Grantee shall not be required to relocate or laterally move its Pipeline laid hereunder. The Grantor, his heirs and assigns, shall in no manner be liable for any damage to Grantee for any injury or damage done to such pipeline as a result of such construction,

- J. Grantee and Grantor recognize that the Right of Way and work area are situated in an area which may require mitigation to be performed in exchange for the authority from state authorities to conduct operations thereon in accordance with appropriate federal or state statute regulation or ruling by regulatory body or agency. Recognizing this, it is Grantor's intention that any such mitigation work be accomplished and maintained by Grantee on lands not owned by Grantor, and may include the purchase of mitigation credits from a third party. Therefore, Grantee shall conduct such mitigation work or purchase of credits on lands not owned by Grantor. Grantee's failure to comply with the provisions of this paragraph shall be a resolatory condition to this right of way contract and in the event of the breach thereof this right of way shall ipso facto terminate and be of no further force and effect.
- K. Aerial photography is required at a scale of "one inch equals five hundred feet" which will show the site prior to the Pipeline construction operations and a second set of photography after a 12-month vegetative recovery period. This photo set should include an overlay showing the Pipeline construction corridor to enhance the ability to determine any long term loss of vegetation due to the construction activity on the corridor to lost emergent wetland vegetation. Both sets of this photography must be of a quality, which will allow GIS interpretation of impacts by comparing the two photo sets. Long term vegetative impacts may be assessed from this photography. The long term wetland loss impacts if any, once assessed, will be the responsibility of Grantee to provide compensatory mitigation in accordance with a mitigation plan approved by the US Army Corps of Engineers. Photography is acceptable in a computer disc format compatible with ArcView software.

#### VI.

Grantee further agrees that it will not in any manner alter or interfere with existing drainage of or on any portion of Grantor's property.

#### VII.

In the event the Pipeline operated hereunder or any portion thereof, should cease to be used for the purpose herein specified for a continuous period of one (1) year, excepting any period of no-use caused by reason of strikes, labor troubles, governmental regulations, force majeure, acts of God and other causes beyond Grantee's reasonable control, or be permanently abandoned for such purposes, or in the event any rights acquired by Grantee hereunder should be used for any purpose not specifically granted herein, then in any of such events, all rights acquired by Grantee hereunder shall, at the option of Grantor, cease and terminate without demand or putting in default; and in such event, or in the event of other termination of this Agreement, Grantee shall, within six (6) months of termination and at its own cost and expense, remove said Pipeline and all of its facilities from the hereinabove described property, and otherwise restore the premises, including but not limited to the Right of Way and work area, as nearly as practicable, to the same condition in which they were prior to the execution of this Agreement, or, at Grantor's option, Grantee shall with Grantor's agent present shall purge the Pipeline of product, fill it with an inert substance, weld caps at the points at which the Pipeline enters and exits Grantor's property and at the points to which the Pipeline enters and exits property adjacent to Grantor's property and abandon the Pipeline in place. In the event of such abandonment, should the existence of the Pipeline interfere with Grantor's use of the property, Grantee shall, at its sole cost and expense, upon the request of Grantor, remove those segments of the Pipeline that so interfere with Grantor's use of the property. Notwithstanding the foregoing, Grantee shall not be obligated to remove the Pipeline (i) in areas where special installation procedures were used during construction (including boring or directional drilling) or in areas where structures were subsequently constructed over or near the Pipeline (including but not limited to, road, railroad, stream, creek, canal, ditch or pipeline crossing areas) and such



removal is documented that it would damage same and Grantor is in agreement or (ii) in those areas where removal of the Pipeline would cause damage to the environment and is not allowed by the state authorities or Grantor is in agreement, PROVIDED HOWEVER, any portion of the Pipeline not removed shall be flushed, plugged, and rendered non-hazardous to the environment.

This Agreement and the Right of Way granted herein will automatically terminate in the event Grantee ceases to exist or becomes the subject of a petition in bankruptcy, except as to accrued liabilities and obligations.

#### VIII.

The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver or any of such terms or conditions or as a waiver of any other terms and conditions hereof, all of which shall be and remain in full force and effect, notwithstanding any such waiver. In case of violation by Grantee of any of the provisions of this agreement, the mention herein of any right or remedy of Grantor with respect thereto shall not preclude Grantor from exercising any other right or remedy to which Grantor might otherwise be entitled with respect to that or any other obligation of Grantee.

#### IX.

This Right of Way is given without any warranty by or recourse on Grantor whatsoever, not even for the return of the consideration above recited. Grantor does not warrant or represent the correctness of any survey or of the plat attached hereto purporting to show the location of Grantor's land, and nothing herein contained shall operate as an estoppel against Grantor's establishing the correct location of the boundaries of Grantor's land, in the event same are not correctly shown on the map attached hereto.

#### X.

Grantee, its successors, transferees, assigns shall not assign, sublease, transfer or convey this Right of Way, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld. No assignment by Grantee, its successors, transferees, and assigns shall be binding upon Grantor for any purpose until Grantor shall be furnished with a certified copy of the recorded instrument or other legally authenticated written evidence of such change of ownership.

#### XI.

This Agreement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

#### XII.

The consent of Grantee to this Agreement is evidenced by its payment to Grantor of the consideration set forth above.

#### XIII.

Grantee's compliance in all material respects, with each and every term and provision hereof shall be a condition of this agreement. If Grantee should fail to perform in any material respect, its duties and obligations hereunder in the manner herein provided, Grantor may give Grantee written notice of such default and Grantee shall have ninety (90) days after receipt of such notice to cure (or if such cure would be expected to take more than ninety (90) days, to commence to cure and thereafter diligently work to cure), to Grantor's reasonable satisfaction, such default. If Grantee shall fail to so cure or, when applicable commence to cure, such default within the applicable time period, Grantor may, at his option, file appropriate proceedings and seek in addition to available remedies the termination of this Agreement and the Right of Way, and the eviction of Grantee forthwith from the Right of Way and work area.



XIV.

Grantee will, at least three days prior to commencing operations hereunder, advise Grantor by contacting Mr. Danny Mahaffey, Assistant Vice President/University Architect, Property & Facilities, LSU System, 3810 W. Lakeshore Drive, Room 109, Baton Rouge, Louisiana 70808, by telephone (225) 578-2264, and email [dmahaff@lsu.edu](mailto:dmahaff@lsu.edu) ("Mr. Mahaffey"), of the date and time operations will be commenced and will consult with the Mr. Mahaffey regarding methods to be used and work to be done. Operations shall include but not be limited to construction, maintenance, and repair.

XV.

Grantee will be responsible for obtaining in advance all necessary permits and licenses from the proper authorities and complying with all requirements of any regulatory agency having jurisdiction over the operations contemplated and will provide Grantor, through Mr. Mahaffey, copies of all permits and documents filed with said regulatory agencies. Grantee shall furnish to Grantor, through Mr. Mahaffey, the names of Grantee's designated representative(s), along with all necessary contact information, at all time to be kept current by Grantee, whereby Grantor's Grantor, through Mr. Mahaffey, may notify Grantee of any problems which may occur. Grantee's representative, until the Grantor is notified otherwise, is as follows:

Texas Edwards, Inc.  
DBA Kriti TE Energy  
11767 Katy Freeway, Suite 930  
Houston, Texas 77079  
Attn: Alan M. Crawford  
(713) 655-7070

XVI.

As additional consideration for granting this Right of Way, Grantee agrees as follows:

Grantee shall only transport gas and gas condensate products and by-products produced from the Barrilleaux No. 1 well, API 17-109-24067, (or a replacement well therefore) in the aforesaid Pipeline and from no other wells.

XVII.

Any notices required under this Agreement shall be sent as follows:

Mr. Danny Mahaffey  
Assistant Vice President/University Architect  
Property & Facilities  
LSU System  
3810 W. Lakeshore Drive  
Room 109  
Baton Rouge, Louisiana 70808  
telephone (225) 578-2264  
[dmahaff@lsu.edu](mailto:dmahaff@lsu.edu)

with a copy to:

Leslie Ayres Daniel  
Taylor, Porter, Brooks & Phillips, LLP  
451 Florida Street, 8th Floor  
PO Box 2471 (70821)  
Baton Rouge, LA 70801  
Telephone (225) 387-3221  
Fax (225) 346-8049  
[leslie.daniel@taylorporter.com](mailto:leslie.daniel@taylorporter.com)

Neither the above named parties in this Article XVII, nor any their officers, members or employees shall be liable for any action taken or omitted to be taken by any of them in their capacity as agent for Grantors hereunder, INCLUDING THEIR NEGLIGENCE OF ANY KIND. Without limiting the generality of the foregoing, the above named parties in this Article XVII (a) makes no warranty or representation to any other Grantor and shall not be responsible to any other Grantor for any statements, warranties or representations made in or in connection with this Agreement; (b) shall not have any duty to ascertain or to inquire, or have any liability to any other Grantor, with respect to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of any Grantee or assignee thereof; (c) shall not be responsible to any other Grantor for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of any instrument or document furnished in connection therewith; (d) may rely upon the representations and warranties of any Grantee or assignee thereof; and (e) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (including any telecopy) believed by it to be genuine.

Grantee is responsible for verification of current address for Grantors.

#### XVIII.

This Agreement may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing as if all of the parties to the aggregate counterparts had signed the same instrument.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals.

**WITNESSES:**

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

**GRANTOR:**

LOUISIANA STATE UNIVERSITY  
AGRICULTURAL AND MECHANICAL  
COLLEGE

Tax I.D. Number: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public in and for said Parish and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally came and appeared: \_\_\_\_\_, who declared and acknowledged that he is the identical person who executed the foregoing instrument in writing; that his signature thereto is his own true and genuine signature, and that he executed said instrument in his individual capacity as \_\_\_\_\_ of his own free will and accord as the act and deed of \_\_\_\_\_, for the purposes and considerations therein set forth ad expressed.

\_\_\_\_\_

Notary ID # \_\_\_\_\_

Parish of \_\_\_\_\_

State of Louisiana

My Commission Expires: \_\_\_\_\_

WITNESSES:

GRANTEE:

TEXAS EDWARDS, INC. DBA  
KRITI TE ENERGY, INC.

[Signature]

Printed Name: Lynn Wright

[Signature]

Printed Name: VIVIAN GUSTAFSON

By: [Signature]  
Alan M. Crawford, President

STATE OF Texas :

COUNTY OF Harris :

BEFORE ME, the undersigned Notary Public in and for said County and State, on this 14<sup>th</sup> day of October, 2014, personally came and appeared Alan M. Crawford, who declared and acknowledged that he is the identical person who executed the foregoing instrument in writing; that his signature thereto is his own true and genuine signature, and that he executed said instrument in his individual capacity as President of Texas Edwards, Inc. DBA Kriti TE Energy of his own free will and accord as the act and deed of Texas Edwards, Inc. DBA Kriti TE Energy, Inc. for the purposes and considerations therein set forth and expressed.



129859759

[Signature]

County of Harris  
State of Texas  
My Commission Expires June 20, 2018

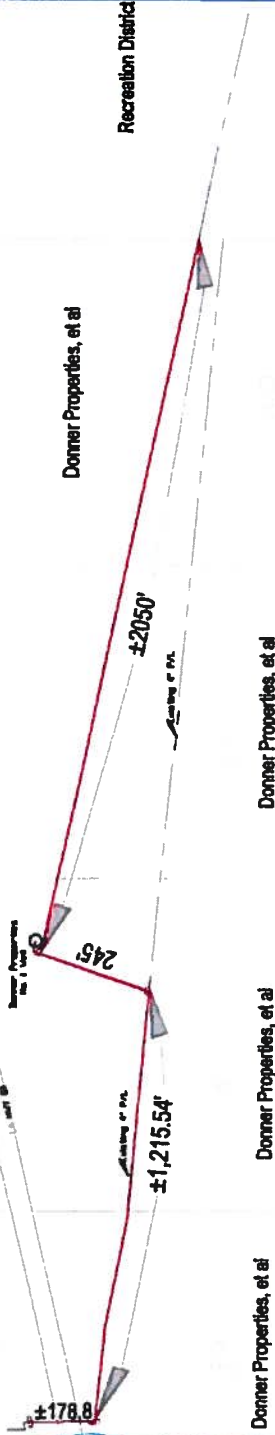
Kriti TE Energy  
Gator Prospect  
Pipeline Right-of-Way  
Total Distance: 3,689.34'

SCALE : 1" = 300'

**EXHIBIT "B"**

Attached to and made a part of that certain Pipeline Right-of-Way  
Dated September 1, 2014 By and Between Exhibit "A", as Grantor and  
Texas Edwards, Inc. DBA Kriti TE Energy, Inc., as Grantee

T16S-R15E



Donner Properties, et al

Donner Properties, et al

Donner Properties, et al

Donner Properties, et al

Rob L RB SUA

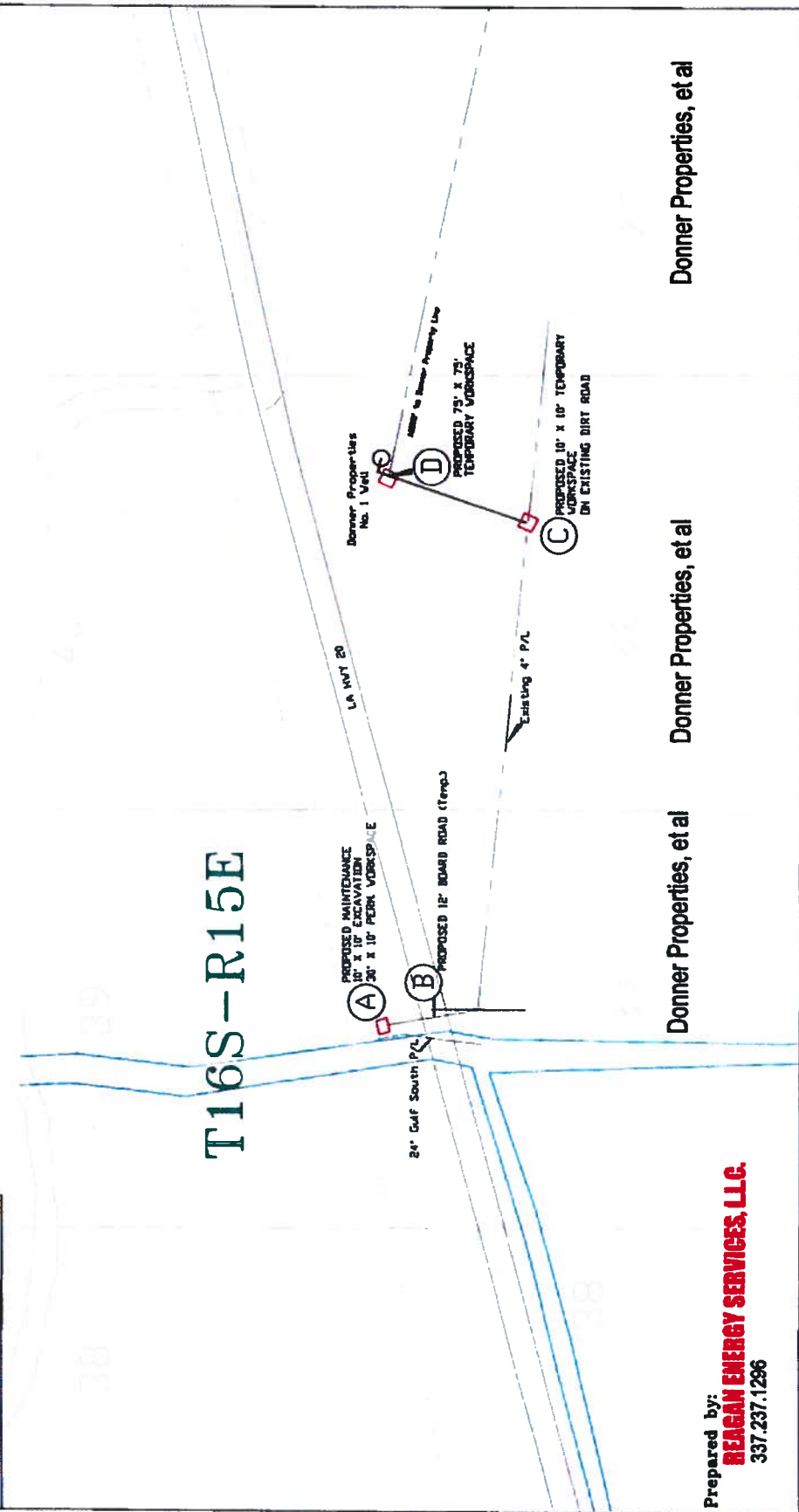
Prepared by:  
**REAGAN ENERGY SERVICES, LLC.**  
337.237.1296

**Kriti TE Energy  
Gator Prospect  
Surface Easements**

SCALE: 1" = 200'

**EXHIBIT "C"**

Attached to and made a part of that certain Pipeline Right-of-Way  
Dated September 1, 2014 By and Between Exhibit "A", as Grantor and  
Texas Edwards, Inc. DBA Kriti TE Energy, Inc., as Grantee



**T16S-R15E**

Donner Properties, et al

Donner Properties, et al

Donner Properties, et al

Prepared by:  
**REAGAN ENERGY SERVICES, L.L.C.**  
337.237.1296



## **LSU A&M – Request to Approve an Agreement for the College of Engineering Program in Jakarta, Indonesia -- Updated**

To: Members of the Board of Supervisors

Date: December 12, 2014

This is a significant Board matter pursuant to Board Bylaws Article VII, Section 8:

D.1 Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions

### **1. Summary of Matter**

The College of Engineering is establishing a program to offer several LSU engineering degrees to students residing in Jakarta, Indonesia through an innovative arrangement with the Universitas Siswa Bangsa Internasional (USBI) and the LoneStar Community College system. Under the program, USBI students take their first two years of college at USBI from faculty provided by LoneStar, and earn a LoneStar Associate degree. Selected students meeting LSU's normal admissions criteria than will be admitted into the LSU College of Engineering as transfer students and will take engineering courses in Jakarta from LSU faculty. Upon completion of normal COE degree requirements, the students will then be awarded an appropriate Bachelors degree. USBI will recognize the LSU-provided credits toward completion of its own degree requirements.

With this program, LSU will be the only university offering an American engineering degree to students in Indonesia. The program has tremendous significance for both Indonesia and LSU. Currently, the leading multinational oil and engineering firms that hire substantial numbers of LSU graduates often choose not to hire, as engineers, graduates of Indonesian universities. Indonesian students wanting to work as engineers in the global marketplace must, at significant cost, spend 4 years in America attending an American university in order to earn a degree that will be recognized by the global corporations. This program will drastically reduce the cost for an Indonesian student by bringing the faculty to Indonesia rather than the students to America.

LSU already has a strong and respected reputation for providing well-qualified engineers for the world's leading oil, construction, and engineering firms. With this innovative program, LSU will expand its global reach and increase the value that it offers to the global marketplace. A generation of Indonesia's brightest minds will have LSU to thank for their education as they themselves become leaders in these global companies.

### **2. Review of Business Plan**

Under the Program Agreement, USBI will pay LSU \$600,000 for each 2-year cohort of up to 30 students, and \$20,000 for each additional student in the cohort. In return, LSU will send one or two faculty members (per degree program) at a time to Jakarta to teach LSU's engineering courses leading to an LSU engineering degree. There are provisions for some additional charges for students who fail a course or take substantially longer than expected to complete the degree program. The \$600,000 covers the full 2 years that the ordinary student should take to complete the degree.

The Program is being structured as a sale of services to USBI; the payments to LSU come from USBI, not the individual students. Thus, this is not “tuition,” but simply a contractually agreed price for the services to be provided to USBI and its students by LSU.

In the first year, only one curriculum will be offered, so there will be only one cohort. Over the next several years, additional curricula will be added, with LSU eventually offering 4 separate degree programs, and thus 4 separate cohorts at \$600,000 per cohort. There is an inflation factor provided, so the amount charged will increase proportionately to the average of LSU in-state and out-of-state tuition increases.

Under the Program Agreement, USBI will provide the classroom space and lab equipment as specified to meet LSU’s requirements. USBI and LoneStar will be primarily responsible for recruiting students and providing counseling and similar student life support. All instruction will be in English.

While precise arrangements have not yet been completed, it is expected that no more than 8 to 10 faculty members will be present in Indonesia at any one time, and individual faculty members will stay in Indonesia for less than 6 months at a time. LSU is working with an outside consultant, KPMG, to assist in planning and arranging the logistics and meeting any regulatory requirements necessary to provide these services in Indonesia. This is primarily an in-person program. LSU may use online technology to provide some advanced electives in the future, but the expectation is that most of the courses will be offered in-person in Jakarta.

### 3. Fiscal Impact

The Program is expected to generate positive revenues over time which will be used to support COE research efforts, indirect administrative overhead costs associated with the program, and other university programs through a 24.5% Institutional Share to be allocated by the Provost’s office. The following pro forma shows the costs and revenue projected for the program. LSU is asking to restrict the revenues generated by this Program so they may be reinvested in the program and other university activities over time.

#### LSU-LoneStar-USBI Partnership Engineering Degrees in Jakarta, Indonesia

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenue	600,000	2,520,000	2,646,000	2,778,300	2,917,215	11,461,515
Direct Costs	(456,000)	(1,896,960)	(1,972,838)	(2,051,749)	(2,133,819)	(8,511,366)
Gross Surplus	144,000	623,040	673,162	726,551	783,396	2,950,149
24.5% Institutional Share	(147,000)	(617,400)	(648,270)	(680,684)	(714,718)	(2,808,071)
Net Surplus	(3,000)	5,640	24,892	45,868	68,678	142,078

#### **Assumptions:**

- Year 1 has 1 cohort with no more than 30 students; Years 2-5 have 4 new cohorts with no more than 30 students each
- Year 1 direct costs are one-third of what was originally budgeted as there will only be one cohort in Fall 2015
- Direct costs include salary support for faculty and instructors, travel and living expenses, and other expenses to conduct the program
- Each additional student above 30 would be an additional \$20,000 per student
- Institutional share and net surplus would be reinvested into the program to offset administrative expenses for the University, International Programs, and the College of Engineering at the discretion of the Provost
- 5% revenue increase each year based on average of in-state and out-of-state tuition increases



#### **4. Review of Legal Documents**

The attached Program Agreement was prepared by LSU staff and was reviewed by the Office of General Counsel.

#### **5. Parties of Interest**

LSU, USBI, LoneStar Community College, and the Putera Sampoerna Foundation (PSF) all have an interest in this program. PSF is the charitable foundation in Indonesia which established and helps fund USBI.

#### **6. Related Transactions**

None at this time.

#### **7. Conflicts of Interest**

None.

#### **ATTACHMENTS:**

Program Agreement

### **RECOMMENDATION**

#### **Resolution of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, or his designee, to execute a Program Agreement with the Universitas Siswa Bangsa Internasional (USBI) and any related articulation or other agreements with USBI or LoneStar Community College, with all such agreements and any amendments thereto to contain the terms and conditions, including price, that the President deems to be in the best interests of LSU;

**AND**

**Be It Further Resolved** that the Board ratifies any actions and agreements the President may have previously executed relating to this program, and the President or his designee is authorized to approve and execute any amendments to any agreements related to this program, including as to price, as he deems to be in the best interest of LSU;

**AND**

**Be It Further Resolved** that the Board does hereby approve establishing a restricted account for the funds generated by this program. The funds are to be used exclusively for the operation and expansion of the program, including associated direct and indirect administrative costs associated with the program; provided that the Institutional Share of the funds may be used for other purposes to benefit LSU at the discretion of the President or his designee, who shall be the Provost unless the President names another designee.

**Program Agreement**

By and Between

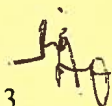
**Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

And

**Universitas Siswa Bangsa Internasional****No. 037/USBI-LG/10/14**

In accordance with the mutual obligations set forth in this Program Agreement and to accomplish the mission of both Parties to expand access to higher education, the Parties hereby enter into this Program Agreement, effective as of the date last signed below.

1. **Parties.** The Parties to this Program Agreement are:
  - a. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, an institution of higher education organized as a constitutional corporation of the State of Louisiana pursuant to Art. 8, Sec. 7 of the Louisiana Constitution of 1974 ("LSU"); and
  - b. Universitas Siswa Bangsa Internasional ("USBI"), a private higher education institution level which is established and organized by Yayasan Putera Sampoerna (Putera Sampoerna Foundation) by the Decree No.66/E/O/2013 dated 15 March 2013 from the Minister of Education and Culture of Republic of Indonesia.
2. **Recitals.**
  - a. The purpose of this Program Agreement is for LSU to offer, in cooperation with USBI and the LoneStar Community College (LoneStar), to offer undergraduate degree programs in Engineering to qualified students at the USBI campus in Jakarta, Indonesia (the Program, as more fully set forth in section 5, below).
  - b. This Program Agreement is intended to uphold the "Tridharma" principles of Tertiary Education of the Republic of Indonesia, including:
    - i. Nonprofit; that the main objective of an educational institution is not to seek profit, and that all revenues of the educational institution should be reinvested to enhance the capacity and/or the quality of services of that institution;



- ii. Accountability; that the educational institution have the capacity and commitment of to be accountable for all the activities implemented for its stakeholders, in accordance with applicable rules and regulations;
  - iii. Quality Assurance; that all systemic activities of the educational institution in providing the services of formal education meet or exceed the Indonesian Standards of National Education sustainably;
  - iv. Transparency; that the educational institution have the openness and capacity to present relevant information in a timely manner, in accordance with applicable rules and regulations, with reporting standards that are valid for the stakeholders;
  - v. Fair Access; that formal education services are provided to all students, without exception.
- c. Cordial relations exist between LSU and USBI.
  - d. LSU is the comprehensive flagship university of the State of Louisiana, designated as a Land, Sea, and Space Grant institution by the United States of America, and is recognized globally for student success, innovation, and leadership.
  - e. LSU has a rich and distinguished history for international education.
  - f. LSU and USBI have discussed mutual goals regarding cooperative educational, training, curriculum, and economic development initiatives.
  - g. LSU and USBI desire to establish a program to be formalized for the benefit of students of their respective educational institutions.
  - h. A new educational initiative in Jakarta is part of Indonesia's educational reform, and as part of its objectives, LSU and USBI aim to serve Indonesia by providing opportunities for students to pursue higher education in engineering and computer science aimed at meeting workforce needs of the region.
  - i. LSU and USBI desire to contribute further to the understanding between both countries (the United States of America and Indonesia), both cities (Baton Rouge and Jakarta), and both Parties (LSU and USBI) through establishment of the Program.
  - j. LSU and USBI have entered into a non-binding Memorandum of Understanding regarding the Program dated March 21, 2014, and this Program Agreement is intended to provide the operational and other details required to implement the Program.



**3. Obligations of LSU.**

In return for the obligations of USBI provided in this Program Agreement and to further the purposes and objectives of the Program, LSU will:

- a. Enter into an articulation agreement with LoneStar to provide that USBI students who receive an accredited LoneStar associate degree in engineering (the LoneStar Articulation Agreement) and who meet appropriate grade and other criteria may be admitted as LSU students to pursue an LSU degree in accordance with the Program, subject to all terms and conditions contained in the LoneStar Articulation Agreement;
- b. Enter into a separate articulation agreement with USBI to provide a mechanism for students participating in the Program to complete USBI and LSU degrees simultaneously (the USBI Articulation Agreement), subject to all terms and conditions contained in the USBI Articulation Agreement;
- c. Provide qualified faculty for the Program and cover all expenses associated with such faculty, including:
  - i. Faculty salary and benefits including medical;
  - ii. Transportation, if required, to and from Jakarta, Indonesia; and
  - iii. Housing, meals, and other costs of living.
- d. Consider USBI students participating in the Program as LSU full-time students, providing access to all digital resources (such as digital library access, advising, career services, etc.) provided to students at the LSU campus in Baton Rouge, Louisiana; provided that this shall not include services that require physical presence in Baton Rouge, such as tickets to athletic events, the student recreation center, access to the student health center, etc.;
- e. Consider USBI students who receive an LSU degree pursuant to the Program shall be considered alumni of LSU, with all the rights and opportunities normally made available to LSU alumni;
- f. Work cooperatively with USBI and LoneStar to provide on-site student support services, which will be primarily provided by USBI and LoneStar;
- g. Not directly charge any student participating in the Program any tuition or fees; the Program Fee paid by USBI as provided for in Section 4.e below shall be deemed to cover any tuition and fees that would otherwise be owed by the student; provided that LSU will not be responsible for the costs of textbooks or consumables;
- h. LSU will provide Certificate of Domicile which issued by the Authorized Tax Office of LSU's state of origin **and/or** the signed form DGT-1 (Certificate of Domicile of Non Resident for Indonesia Tax Withholding)





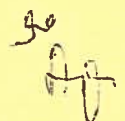
which issued by Indonesia Tax Office and shall be certified by the Authorized Tax Office of LSU's state of origin in a timely manner;

- i. Students receiving an undergraduate degree from LSU pursuant to the Program shall have the right to participate in the appropriate graduation ceremony at LSU's campus in Baton Rouge, at the students' expense; and
- j. Allow USBI students participating in the Program to take appropriate classes at LSU's campus in Baton Rouge, Louisiana, and to receive other appropriate services received by full-time LSU students, subject to all applicable LSU policies and regulations, provided that all additional expenses (such as housing, meal plans, etc.) shall be paid by either the student or USBI. This is subject to further detailed letter agreements between LSU and USBI to establish timing, notification requirements, and other details.

#### 4. **Obligations of USBI.**

In return for the obligations of LSU provided in this Program Agreement and to further the purposes and objectives of the Program, USBI will:

- a. Acquire and provide suitable lab space and lab equipment as required by LSU for the Program, as more particularly provided in Appendix 1 (Lab Space and Equipment Appendix); it is estimated that the cost of the lab equipment for this purpose will be about \$6 million USD, exclusive of shipping and installation in Jakarta;
- b. Provide suitable classroom, office and administrative space, equipment, and fixtures (such as projectors, phone service, etc.) as reasonably required by LSU for the Program, as more particularly provided in Appendix 2 (Classroom and Administrative Space and Fixtures Appendix);
- c. In cooperation with LoneStar, provide information about the qualifying students participating in or applying for participation in the Program in accordance with the format and timetable set forth in Appendix 3 (Student Application, Data, and Timing Appendix);
- d. Provide property and general liability insurance meeting LSU's requirements, and providing proof of coverage to LSU, as more particularly provided in Section 10, below; and
- e. Pay LSU in accordance with the following provisions:
  - i. A Base Fee of \$600,000 for each entering Cohort;
  - ii. An Additional Fee of \$20,000 for each additional student over 30 in a Cohort;
  - iii. The fee schedule provided above will increase by an amount equal to the total of the average of in-state and out-of-state



general tuition and fee percentage increases approved by the LSU Board of Supervisors, which amount shall be communicated by LSU to USBI and LoneStar annually;

- iv. The fee schedule provided above may also be increased by mutual written agreement of the Parties for the purpose of enhancing and continuing the Program;
  - v. The Parties expect that the first Base Fee will be due 30 days prior to the start of the Fall 2015 semester, in accordance with the payment dates provided in Appendix 3;
  - vi. Students shall be allowed to repeat a maximum of 6 credit hours as a result of a failing grade at no additional cost; subject to LSU's academic requirements for repeating courses, repeating more than 6 credit hours will require an additional fee of \$1,150 per additional credit hour per student;
  - vii. Because of the intensive nature of the Program, any student requiring more than 3 years to complete the LSU degree requirements will require payment by USBI to LSU of an Additional Fee of \$10,000 to continue taking courses after the 3<sup>rd</sup> anniversary of the date at which their Cohort entered the program; and
  - viii. If any student is removed from the Program by LSU for any reason, reinstatement into the program is subject to all LSU requirements for readmission of students and payment of an Additional Fee of \$20,000 by USBI to LSU.
- f. Provide access to classrooms and other appropriate services to visiting LSU students (that is, LSU students enrolled at its flagship campus other than those students participating in the Program) who are taking courses being offered through the Program; such students shall not be considered participants in the Program or any Cohort, and neither LSU nor USBI will owe any fees to the other relating to the participation of such students in any courses provided by LSU in Jakarta.
- g. USBI and all students participating in the Program are required to abide by all applicable LSU academic policies.

## 5. Accreditation

LoneStar, USBI, and LSU will comply with all applicable accreditation requirements of their respective accreditation bodies. LSU will perform appropriate due diligence to assure compliance with SACSCOC and ABET principles and policies. In the event that participation in the Program or this Program Agreement jeopardizes or threatens to jeopardize the accreditation

of LoneStar, USBI, or LSU, each Party and LoneStar reserve the right to terminate this Program Agreement in its sole discretion.

#### **6. The Program**

- a. Each year, USBI, in cooperation with LoneStar, shall provide LSU with applications for all students applying to participate in the Program in the following Academic Year, in a format and timetable set forth in Appendix 3 (Student Application, Data, and Timing Appendix). There shall not be an application fee for these students;
- b. For purposes of this Program Agreement and its Appendices and related agreements, students participating in the Program shall be grouped into Cohorts, which shall comprise all students entering the Program in a given year. The Base Fee provided for above shall be full payment for a Cohort of 30 or fewer students admitted into the program. The Additional Fee provided for above shall be paid for each student additional student admitted to a Cohort;
- c. The Program shall be structured such that completion of the LSU engineering degree should take approximately 2 years from completion of the LoneStar associate degree, or 4 years from admission into LoneStar's associate degree program;
- d. Courses offered pursuant to the Program will be taught at the USBI campus in Jakarta, Indonesia, or such other location in Jakarta as may be mutually agreed by LSU and USBI;
- e. Courses offered pursuant to the Program may be delivered in accelerated, hybrid formats and leverage instructional technology for course engagement and enhancement; and
- f. All engineering courses offered pursuant to the Program will be instructed by LSU faculty.
- g. The Program will **NOT** be an online degree program. All required engineering courses will be provided in person. LSU may elect to enhance technical elective offerings with selected online course offerings, as provided for in the USBI and LoneStar Articulation Agreements. Unless otherwise agreed in writing, in no event will more than 20% of a student's LSU credit hours be provided by online courses.

#### **7. Notices and Contacts**

- a. Any notices required to be given pursuant to this Program Agreement shall be made to the following addresses:





## i. To USBI:

Mr. M. Aman Wirakartakusumah, Rector of USBI  
Mulia Business Park Building D  
Jl. MT. Haryono Kav.58-60, Jakarta, Indonesia  
aman.wkkusumah@sampoernafoundation.org

AND

Ms. Rositsa Bateson, Vice Rector of Administration, Resources and  
Development of USBI  
Mulia Business Park Building D  
Jl. MT. Haryono Kav.58-60, Jakarta, Indonesia  
rositsa.bateson@sampoernafoundation.org

## ii. To LSU:

F. King Alexander, President and Chancellor  
Louisiana State University  
3310 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
United States of America  
president@lsu.edu

AND

Richard Koubek, Dean, College of Engineering  
Louisiana State University  
Baton Rouge, Louisiana 70803  
United States of America  
rkoubek@lsu.edu

- b. Each Party shall appoint a coordinator to work with his or her counterpart at the other Party to implement the Program. Coordinators must be individuals who have specific knowledge and expertise in the Program discipline and have authority and responsibility to enforce accreditation related requirements within LSU and USBI. The Coordinators shall be set forth in Appendix 5 (Coordinators and Contacts)

**8. Term and Termination**

- a. This Program Agreement shall be for a primary term of 5 years;
- b. At the end of the primary term, and each subsequent renewal term, this Program Agreement shall be automatically renewed for additional 5 year



periods, unless either Party gives written notice of non-renewal at least 6 months prior to the expiration of the primary or the renewal term;

- c. This Program Agreement may be terminated by either Party prior to expiration of the primary or any renewal term by providing one year notice to the other Party;
- d. Upon notice of non-renewal under section 8.b or termination under section 8.c, no new Cohorts will be admitted to the Program, but the Program, and the obligations of the Parties, will continue until the earlier of 2 years from admission of the last Cohort or all students in the last-admitted Cohort have received their degree or withdrawn from the Program.

#### **9. Promotion, Marketing, and Use of Names**

USBI, LoneStar, and LSU will collaboratively promote and market the Program and attempt to recruit students to participate in the Program. Materials used in this promotion and marketing shall be produced in collaboration with the LSU College of Engineering Office of External Relations, in cooperation with the LSU department of University Relations. All marketing and use of LSU's name and logos will be in conformance with the provisions set forth in Appendix 4 (Marketing Appendix). The Parties understand that neither LSU, USBI, nor LoneStar may use the SACSCOC logo and seal or make statements that may suggest accreditation by SACSCOC except in accordance with applicable SACSCOC requirements and guidelines. Any statement regarding the ABET accreditation of the LSU College of Engineering must be made in accordance with ABET guidelines.

#### **10. Indemnity and Insurance**

- a. USBI and LSU will each protect, defend, indemnify, save, and hold harmless the other party and its directors, officers, agents, servants, employees, and volunteers from and against any damages of any type or nature whatsoever suffered by any person, entity, or property caused by or arising from any negligent act or omission or any intentional wrongdoing of itself or any of its directors, officers, agents, servants, employees, contractors, volunteers, or other person acting on its behalf. This obligation includes any and all costs, expenses, and attorneys fees incurred by a party as a result of any claims, demands, suits, or causes of action covered under this subsection.
- b. USBI will protect, defend, indemnify, save, and hold harmless LSU and its directors, officers, agents, servants, employees, and volunteers from and against any damages of any type or nature whatsoever suffered by any person, entity, or property caused by or arising from any defect or failure of any building or equipment provided or made available to LSU by USBI,

including but not limited to any lab equipment obtained and provided pursuant to Appendix 1 of this Program Agreement. This obligation includes any and all costs, expenses, and attorneys fees incurred by LSU as a result of any claims, demands, suits, or causes of action covered under this subsection.

- c. USBI, throughout the term of this Program Agreement, will maintain Comprehensive General Liability (CGL) insurance coverage through an insurance carrier in the following details:

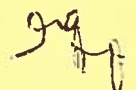
TYPE	AMOUNT
<p>Comprehensive General Liability (CGL) Insurance with the following conditions/extensions/clauses:</p> <ul style="list-style-type: none"> <li>(a) Advertising signs board clause;</li> <li>(b) Cancellation clause (30 days);</li> <li>(c) Demonstrations/ exhibitions/ promotions clause (max.7 days);</li> <li>(d) Fire and explosion liability clause;</li> <li>(e) First aid facility clause;</li> <li>(f) Food and drink clause*);</li> <li>(g) Overseas visit clause – business trip only (excluding USA and Canada);</li> <li>(h) Sport and social activities of the insured clause;</li> <li>(i) PT Asuransi MSIG Indonesia (MSIG) compulsory clauses:                             <ul style="list-style-type: none"> <li>- Computer and software data recognition exclusion endorsement;</li> <li>- Terrosism and sabotage exclusion endorsement;</li> <li>- War and terrorism exclusion clause;</li> <li>- Cyber liability exclusion;</li> <li>- Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause;</li> <li>- Asbestos exclusion;</li> <li>- Product/ completed operation hazards exclusion endorsement;</li> <li>- Ultimate net loss clause;</li> <li>- Punitive damages exclusion;</li> <li>- Earthquake exclusion clause;</li> <li>- Profesional services exclusion;</li> <li>- Waiver clause;</li> <li>- Sanction limitation and exclusive clause LMA 3100.</li> </ul> </li> </ul> <p><i>All other terms and conditions as per MSIG Policy Wording and Clauses.</i></p>	<p>Coverage in an amount not less than \$1,000,000.00 per any one occurrence and in aggregate combined single limit for third party property damage and third party bodily injury.</p> <p>*) Food and drink liability in an amount not less than \$5,000.00 per any one occurrence and in aggregate.</p>

*gp*  
*AA*

- d. USBI will provide any workers compensation or similar insurance coverage to its own employees as required by Indonesian law. LSU will maintain Workers Compensation coverage for its faculty and other employees participating in the Program as required by Louisiana law.
- e. The coverage provided hereunder shall contain no special limitations on the scope of protection afforded to LSU and its board members, employees, agents, and volunteers.
- f. All insurance required by this Program Agreement shall be per-occurrence coverage. Claims-made policies are not allowed and shall not be considered to satisfy the insurance requirements.
- g. PSF shall furnish LSU with Certificates of Insurance reflecting proof of coverage required by this Agreement, signed on behalf of a person authorized by that insurer to bind coverage on its behalf. In addition to the certificates, PSF shall submit the declarations page and the cancellation provision endorsement for each insurance policy. To the extent allowed by law, these certificates and policies shall provide at least a thirty (30) day written notification to LSU prior to the cancellation thereof.

#### **11. Dispute Resolution**

- a. If any dispute arises out of or relates to this Program Agreement, or the breach thereof, or the performance of or failure to perform any obligation owed by either Party pursuant to this Program Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to settle the dispute by mediation in accordance with the UNCITRAL Rules of Arbitration and Conciliation before resorting to arbitration, litigation, or some other dispute resolution procedure.
- b. Any controversy or claim arising out of or relating to this Program Agreement, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association's International Centre for Dispute Resolution (<https://www.icdr.org/>) subject to the following:
  - i. The number of arbitrators shall be three, with one selected by each Party and the remaining arbitrator selected by mutual agreement of the first two arbitrators, unless otherwise agreed by the Parties in writing prior to the arbitration;





- ii. The place of arbitration shall be as mutually agreed in writing by the Parties or, if they cannot agree, as provided in the applicable rules of arbitration.
- iii. The language of the arbitration shall be English.

**12. Miscellaneous**

- a. This Program Agreement includes the following Appendices, which are made a part hereof and incorporated by reference, whether currently in existence or adopted subsequent to execution of this Program Agreement:
  - i. Appendix 1, Lab Space and Equipment
  - ii. Appendix 2, Classroom and Administrative Space and Fixtures
  - iii. Appendix 3, Student Application, Data, and Timing
  - iv. Appendix 4, Marketing
  - v. Appendix 5, Coordinators and Contacts
- b. No amendments may be made to this Program Agreement without the written consent of the President of LSU and the Rector of USBI.
- c. Notwithstanding the provisions of subsection 12.b, adoption of and amendments to the Appendices may be made with the written consent of the Executive Vice President and Provost for LSU and the Chairperson of USBI's Provider Agency (Yayasan Putera Sampoerna).
- d. This Program Agreement is conditioned upon successful execution and the continued existence of all of the following:
  - i. An Articulation Agreement between LSU and LoneStar;
  - ii. All of the Appendices described in section 12.a, above;
- e. The financial amounts owed by USBI to LSU pursuant to this Agreement are predicated on the following assumptions. If it is determined that any of the following assumptions are not correct, USBI will increase the amount paid to LSU such that LSU will receive, after payment of any taxes or other amounts required by Indonesian law, the full amount provided for in this Agreement:
  - i. That LSU will be exempt from any taxes owed under Indonesian law (including any local laws or ordinances of any jurisdiction or taxing authority located in Indonesia), provided that LSU will reasonably cooperate with USBI to document its non-profit educational and governmental status as may be required by Indonesian law to eliminate or reduce any such tax liability; and

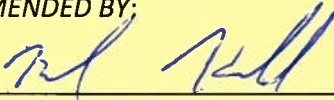
- ii. That Indonesian law will not govern or affect LSU's relationship with its own employees (for example, that Indonesian law does not require LSU to obtain any type of workers compensation insurance for its employees other than the insurance normally carried by LSU for such purpose). LSU will reasonably cooperate with USBI to minimize the risk of such additional requirements consistent with Indonesian law, such as by limiting the amount of time any one employee stays in Indonesia at a time.
- f. LoneStar intervenes in and signs this Program Agreement for the sole purpose of indicating its intent to enter into the Articulation Agreement with LSU and to cooperate with USBI and LSU in providing the Program and fulfilling the purposes of this Program Agreement.
- g. LSU, USBI, and LoneStar may identify other international cooperative projects, such as conferences, research programs, custom on-site programs, and independent and distance learning courses for USBI students; in such cases, the details and costs of such projects will be mutually negotiated and provided for in separate agreements.
- h. The rights and obligations contained in this Program Agreement are personal to each Party and may not be encumbered, transferred, or assigned in any manner without the written consent of the other Party.
- i. In the event of any dispute, the Parties shall make every effort to resolve it amicably by discussion at the highest levels necessary..
- j. Each Party represents that the individuals signing this Program Agreement have the authority to sign on behalf of their respective institutions.

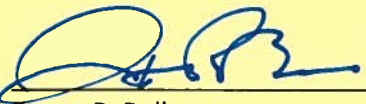


IN WITNESS WHEREOF, the Parties have caused their fully authorized representatives to execute this Program Agreement.

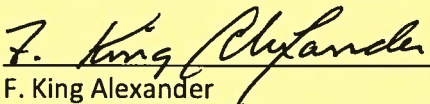
**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**

**RECOMMENDED BY:**



By:  10/27/14  
 Richard Koubek *Date*  
 Dean, College of Engineering

By:  10/28/14  
 Stuart R. Bell *Date*  
 Executive Vice Chancellor and Provost

**APPROVED:**

By:  11/5/14  
 F. King Alexander *Date*  
 President and Chancellor

**UNIVERSITAS SISWA BANGSA INTERNASIONAL**

  
 By:  10/17/2014  
 Name : M. Aman Wirakartakusumah *Date*  
 Title : Rector

**Acknowledged by,  
THE LONE STAR COLLEGE SYSTEM**

By: \_\_\_\_\_  
 Name : \_\_\_\_\_ *Date*  
 Title :

*go*  
*Ag*



Recommendation to amend the Bylaws and Regulations of the Board, Related to Rights, Duties, and Responsibilities of Principal Administrative Officers of the University System and the Uniform Personnel Policy, and other related matters

To: Members of the Board of Supervisors

Date: December 12, 2014

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

### **1. Amendment or Repeal of Bylaws**

This matter is presented pursuant to Article IX of the Bylaws of the Board of Supervisors, which provides for the amendment of the Bylaws of the Board upon an affirmative action of the Board after a thirty-day notice of the change to each Board member.

### **2. Repeal and Amendment to Regulations**

This matter is also presented pursuant to Chapter IX of the Regulations of the Board of Supervisors, which provides for the amendment of the Regulations by receiving an affirmative vote of a majority of the members of the Board after receiving recommendations of the appropriate committee of the Board.

### **3. Significant Board Matter**

This matter is also a “significant board matter” pursuant to the following provisions of Article VII, section 8 of the Bylaws:

- D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

### **4. Summary of Matter**

**Background** President Alexander has launched the initiative to align the President’s Office/University Administration with the LSU A&M Organizational Structure. He tasked several working groups to develop recommendations on the optimal organization/HR needs for each area with the goal of becoming more streamlined, flexible, and with a flat university administrative structure going forward. The Finance and Administrative – HR group has met and determined that the first matter that must be addressed is the delegation of authority to execute personnel actions.

The HR working group reviewed the current approval requirements for personnel transactions with the goals of simplifying the process and gaining effectiveness while still providing adequate oversight. The current Board of Supervisors Bylaws and Regulations and other University Administration policies such as Permanent Memorandum 69 (PM-69) require many personnel actions be approved by the Board which results in delays due to set meeting schedules and agenda deadlines. The salary thresholds which may cause an action to be reviewed by the Board are too low given the current marketplace within which the University

*Staff Report*

*Page 1*

Recommendation to amend the Bylaws and Regulations of the Board, Related to Rights, Duties, and Responsibilities of Principal Administrative Officers of the University System and the Uniform Personnel Policy, and other related matters



competes for faculty and staff, making the volume of actions requiring Board approval for an inordinately large number of appointments. In addition, many actions are not substantial enough to justify the extra levels of approval. For example, a continuation of an already awarded honorific for a \$1,000 supplement to a faculty member requires Board approval. It is unnecessary for the Board to review such actions and ultimately delays the payment to the faculty member. Significant efficiencies can be gained by delegating matters to the appropriate lowest authority.

The HR working group, with input from the LSU entities and consistent with many of the recommendations from the previous Transition Advisory Team, has developed a proposed revision of the Board of Supervisors Bylaws and Regulations as provided in Attachment A to reflect more appropriate review levels.

**Advantages of the delegation of approval authority** Having the approvals of personnel actions delegated to the appropriate level will allow for greater efficiency and effectiveness, allowing LSU to better recruit and retain top talent; thereby improving the quality of education, provided to our students, as well as research and outreach productivity.

## **5. Policy Impact**

Under the proposed scenario, personnel Board matters for review would be reduced by approximately 80%. Attachment B provides a summary of the current and recommended approvals. Items that will continue to be presented to the Board include Head Coach/Athletic Director contracts as well as certain other coaching positions, and amendments and significant matters impacting executive level positions reporting to the President or directly to the Board.

The proposed delegation is also expected to:

- Allow for greater campus flexibility to meet institutional needs in a more timely manner;
- Allow for appropriate levels of oversight on personnel matters;
- Present the most significant personnel actions to the Board that truly require review; and
- Reduce bottlenecks and delays that may occur due to unnecessary layers of approval

In lieu of the current approvals required, periodic reports will be developed and provided to the Board in order to continue to provide it with the necessary information required to fulfill its fiduciary and oversight responsibilities.

### **ATTACHMENTS:**

Attachment A, Proposed revisions to the Louisiana State University Board of Supervisors Bylaws and Regulations (available on website).

Attachment B, Summary chart providing current requirements and proposed recommendations regarding delegated of authority to execute personnel actions.

**RECOMMENDATION:**

It is recommended that the Board adopt the resolution set forth below.

**RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby amends the Bylaws and Regulations of the Board as provided in Attachment A as it relates to delegated authority to execute personnel actions, effective as of this date, & hereby authorizes the Office of the General Counsel to make any technical amendments that is deemed necessary. In addition, the Board of Supervisors directs the President to develop periodic management reports summarizing the key aspects of personnel actions that will no longer come before the Board for approval.

# BYLAWS & REGULATIONS



BOARD OF SUPERVISORS

LOUISIANA STATE UNIVERSITY SYSTEM

~~January 31~~December 12, 2014

## **LOUISIANA STATE UNIVERSITY SYSTEM**

The Louisiana State University System evolved with the establishment of the position of Chancellor for the Baton Rouge Campus on February 6, 1965.

The Louisiana State University System was officially recognized with the passage of the implementing legislation (RS 17:3202 and 3301) for the 1974 Louisiana Constitution.

The Louisiana State University System has the mission of creating an environment of learning and exploration which will provide the people of Louisiana with the opportunities and benefits of a full-scale university endowed with special responsibilities of a land grant institution to effect improvement in the quality of life of the people in the state. This mission involves development of the highest levels of intellectual and professional endeavor in programs of instruction, research, and service. The System, therefore, serves the people as an instrument for discovery as well as transmission of knowledge. Each campus has a unique but complementary role in the overall mission of the System. This principle of geographic as well as academic differentiation allows the campuses to extend basic as well as unique programs to citizens throughout the state.

The University System serves a multiracial and multi cultural population and adheres to the principle of equal educational and employment opportunity to qualified persons without regard to race, creed, religion, color, national origin, handicap, marital status, veterans status, sex, or age.

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## PART 1

### BYLAWS OF THE LSU BOARD OF SUPERVISORS

#### ARTICLE I

##### Definitions

A. **The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.** The "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College" or "Board" as used in the **Bylaws**, shall refer to the governing Board of the University System and shall be composed of the Board of Supervisors, duly appointed and qualified as provided by law.

B. **Chairman of the Board.** The term "Chairman of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chairman or acting Chairman of the Board of Supervisors.

C. **University System and System.** The term "University System" or "System," when used in these **Bylaws**, shall refer to the System of campuses and other facilities governed by the Board of Supervisors, which includes:

1. Louisiana State University and Agricultural and Mechanical College (including the School of Veterinary Medicine, Division of Continuing Education, and other units having statewide responsibilities), located at Baton Rouge.
2. Louisiana State University at Alexandria.
3. Louisiana State University at Eunice.
4. Louisiana State University in Shreveport.
5. Louisiana State University Health Sciences Center, which administers the health-related schools (School of Medicine in New Orleans; School of Medicine in Shreveport, including University Hospital; School of Dentistry; School of Nursing; School of Allied Health Professions; and School of Graduate Studies), and the Health Care Services Division.
6. Louisiana State University Agricultural Center, which carries out a large portion of the land grant college function by administering cooperative extension and agricultural research programs throughout the state.
7. The Paul M. Hebert Law Center, located at Baton Rouge, which administers the legal education, legal research, continuing legal education, and legal service programs of the Board throughout the state.
8. Louisiana State University School of Veterinary Medicine, located on the Baton Rouge campus, which administers the veterinary medicine and associated graduate education programs, basic veterinary medicine research, continuing veterinary medicine education, and veterinary medicine service and clinical programs of the Board throughout the state.
9. Any other college, university, school, institution, or program now or hereafter under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

D. **President of the University System.** The term "President of the University System" or "President," as used in these **Bylaws**, shall refer to the duly appointed President or acting President of the University System, who shall be the principal executive officer of the University System and Secretary to the Board of Supervisors.

E. **Chancellor.** The term "Chancellor," as used in these **Bylaws**, shall refer to the administrative head of a campus or major administrative subdivision of the University System as designated by the Board.

## ARTICLE II

### MEETINGS

**Section 1. Regular Meetings.** The Board of Supervisors shall hold at least six regular meetings in each calendar year, but at least one regular meeting shall be held in each quarter of the calendar year. Other meetings of the Board may be called and held as provided by any rule, regulation, or resolution adopted by the Board. All regular meetings shall be held at meeting places designated by prior action of the Board.

**Section 2. Special Meetings.** Special meetings of the Board may be called by the Chairman of the Board at any time, or by the Secretary upon receipt of a written request therefore signed by nine (9) members and specifying the purpose of the desired meeting. Notification shall be sent by mail to each member at least three (3) calendar days before the time of the meeting.

The Board shall not act upon any matter not embraced in the notice for a special meeting except upon the vote of two-thirds (2/3) of the entire membership of the Board.

**Section 3. Recessed Meetings.** All meetings may be recessed from day to day until the completion of business.

**Section 4. Quorum.** Ten (10) members of the Board, eligible to vote, shall constitute a quorum for the transaction of official business.

## ARTICLE III

### OFFICERS AND STAFF OF THE BOARD

**Section 1. Chairman, Chairman-Elect and Immediate Past Chairman.** At the second regular meeting in the third quarter of each calendar year, the Board shall elect from among its members a Chairman-Elect, who shall serve for a maximum term of one year only. The Chairman-Elect shall automatically succeed to the office of the Chairman, which office will be for a maximum one year term only. At the end of the Chairman's term, the Chairman shall automatically become the Immediate Past Chairman and shall serve a one year term.

Should a vacancy occur in the office of Chairman, the Chairman-Elect will assume the position of Chairman. Should a vacancy occur in the office of Chairman-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chairman, it shall not be filled again until the Chairman completes his term and then becomes the Immediate-Past Chairman.

The Chairman of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, and fill all vacancies in the membership of such committees, in accordance with the provisions of these Bylaws.

The Chairman-Elect of the Board shall perform the duties of the Chairman in the absence of the Chairman.



The Immediate Past Chairman shall perform the duties of the Chairman in the absence of the Chairman and the Chairman- Elect.

In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chairman from those present to preside over such meeting.

**Section 2. Secretary and Office Staff.** The President of the University System shall be the Secretary to the Board, its Executive Committee, and other standing and special committees. There shall be an Administrative Secretary and an Assistant Administrative Secretary of the Board, and such other personnel as may be required for the efficient operation of the offices of the Board. The staff shall function under the supervision and direction of the Board.

Copies of all minutes, papers, and documents of the Board, or of its several committees, may be certified to be true and correct copies by either the Chairman, Secretary, Administrative Secretary, or Assistant Administrative Secretary.

## ARTICLE IV

### ORDER OF BUSINESS

**Section 1. Rules of Order.** When not in conflict with any of the provisions of this article, **Robert's Rules of Order** (latest revision) shall constitute the rules of parliamentary procedure applicable to all meetings of the Board.

**Section 2. Order of Business.** The order of business of regular meetings of the Board shall be as follows:

- a. Roll call and invocation.
- b. Correction and approval of minutes of preceding regular meeting and of all special meetings held subsequent thereto.
- c. Reports and recommendations of standing and special committees.
- d. Reports and recommendations of the President.
- e. Report of the Secretary.
- f. Reports for Board information.

**Section 3. Reference to Committees.** In cases where feasible and desirable, before taking action, the Board shall refer any subject or measure to the standing or special committee in whose purview the matter falls. The committee to which the matter is referred should submit to the Board its recommendations in writing, together with any resolutions necessary to facilitate such recommendations.

**Section 4. Meetings.** In order that all interested parties and the public may be informed of all activities of the Board, it shall be the policy of the Board that all meetings be open to all who wish to attend. Only when personnel or equally sensitive matters (e.g., litigation) are under consideration shall the Board enter into closed or executive session; provided, however, that no final or biding action shall be taken in a closed or executive session. Prior to each regular meeting of the Board, the President shall prepare and forward to each member of the Board a tentative agenda for the meeting at least ten (10) days prior to such regular meeting. Upon written request of three (3) members of the Board that a particular item be included, the President shall place the subject or subjects upon the agenda. All matters requiring Board action, however, may be acted on even though not carried on the agenda.

Each resolution shall be reduced to writing and presented to the Board before it is acted upon. All official actions of the Board shall require the favorable vote of a majority of the Board members present and voting, and, in any event the favorable vote of at least seven (7) members. Proxy voting is prohibited.

**Section 5. Minutes.** The minutes of the Board meetings shall record official action taken upon motions or resolutions which are voted upon by the Board, and may contain a summary of reports and pertinent discussion. Where the Board action is not by a unanimous vote, the "ayes" and "nays" and abstentions of the individual members shall be recorded. The remarks, personal views, or vote explanations of an individual Board member shall be included in the minutes only upon request. The foregoing provisions relative to contents of the minutes shall, in general, also apply to minutes of committees of the Board. The minutes of meetings of the Board become official only when completed and approved by the Board.

## ARTICLE V

### COMMITTEES

**Section 1. Standing Committees.** Unless and until otherwise decided by the vote of a majority of the membership of the Board of Supervisors, the standing committees of the Board shall consist of the committees described in sections 6-18 below:

**Section 2. Appointment and Term.** Members of all standing committees, one of whom shall be designated as chairman, and one of whom shall be designated as vice-chairman, shall be appointed by the Chairman of the Board at the time the Chairman assumes office. The term of committee appointments shall run concurrently with that of the Chairman.

Vacancies occurring among the appointive members of any committees, however arising, shall be filled by the Chairman of the Board for the remainder of the unexpired term.

**Section 3. Officers of the Executive Committee, Absences, and Duties of Committee Chairmen.** The Chairman and the Secretary to the Board shall be the chairman and secretary respectively of the Executive Committee. The Chairman-Elect and the Immediate Past Chairman shall automatically be members of the executive committee. The Chairman-Elect of the Board shall perform the duties of the Chairman in the absence of the Chairman. The Immediate Past Chairman shall perform the duties of the Chairman in the absence of the Chairman and the Chairman- Elect. In the event all three such officers are absent from a Board meeting, the committee shall elect a temporary chairman from those present to preside over such meeting.

It shall be the duty of the chairman of each committee to call, and to preside over, the necessary meetings. The minutes of the meeting of the committee, showing its actions and recommendations, shall be deemed in compliance with the provisions of Article IV, Section 3, hereof, concerning the written recommendations of the committee.

**Section 4. Quorum of Committee Meetings.** A majority of the members of any committee of the Board shall constitute a quorum for the transaction of business. When a quorum is not present, the Chairman of the committee, or vice-chairman in the chairman's absence, may designate a member of the Board to serve as a substitute member of the committee concerned.

**Section 5. Authority of Committees.** The authority of committees of the Board shall be subject to these **Bylaws** and to the policies and direction of the Board.

**Section 6. Executive Committee.** The Executive Committee shall consist of not less than (7) members including the Chairman of the Board, the Chairman-Elect and the Immediate Past Chairman, and such other members as the Chairman may appoint. The Executive Committee shall consider such matters as shall be referred to it by the Board of Supervisors and shall execute such orders and resolutions as shall be assigned to it at any meeting of the Board. It shall be the further duty of the Executive Committee to take such action as may be necessary in the event that any emergency requiring immediate action shall arise between Board meetings. All acts of the Executive Committee shall be submitted to the Board for ratification, or rejection, at its next meeting, except in matters where the Board shall have delegated to the Executive Committee full power to act with respect to any matter. Affirmative action by a majority of the entire membership of the Executive Committee shall be required.

**Section 7. Finance, Infrastructure, and Core Development Committee.** Normally, to this committee shall be referred all matters related to administrative, financial and facility matters in support of issues or policies promoted or addressed by other committees. This committee shall develop strategies for revenue enhancement and diversification, expenditure efficiencies, and revenue reallocation. The committee in addition shall devise and coordinate employee benefit packages, oversee administrative operations and regulations, and coordinate facility and fixed asset management planning.

**Section 8. Property and Facilities Committee.** Normally, to this committee shall be referred all matters related to capital improvements, policies of management of all properties of the University System, purchase or sale of land, lease or grant of rights in property, construction of buildings and other facilities, and other matters concerning the properties of the System.

**Section 9. Academic and Student Affairs and Achievement and Distinction Committee.** Normally, to this committee shall be referred all matters concerning the long-term academic goals of each campus, implementation strategies, analyses of campus enterprise-wide resources and mission objectives, student achievement issues, the review and approval of academic programs, centers, and institutes to advance the mission of the institution, faculty recruitment and development issues, issues of academic accountability, and the development of incentives for a competitive academic environment.

**Section 10. Athletic Committee.** Normally, to this committee shall be referred matters of policy concerning intercollegiate athletics of the University System. In acting upon said matters, the Committee shall have the benefit of the advice and recommendation of the appropriate Athletic Councils.

**Section 11. Research and Economic Development Committee.** Normally, to this committee shall be referred matters relating to the university's role in developing the research enterprise and diversifying the state's economy through the commercial transfer and development of research results. Issues will include research advancement and growth, including basic, applied and clinical research; technology transfer; intellectual property; strategies to maximize educational and economic opportunities; and focusing the university's intellectual capital to solve problems that are specific to or will benefit Louisiana.

**Section 12. Legislative, Public Policy, and Information Committee.** Normally, to this committee shall be referred matters relating to coordinating, developing, and promoting unified communications and messages on significant policy matters; reviewing legislative issues and governmental initiatives; and interfacing with foundations and affiliated organizations.

**Section 13. Audit Committee.** Normally, to this committee shall be referred matters relating to the LSU System Audit Plan, risk assessment, reviewing both internal and external audit reports, monitoring and auditing financial controls, and reviewing rules and regulations concerning compliance.

**Section 14. Scholarship Review Committee.** Normally, to this committee shall be referred matters relating to the LSU Board of Supervisors Scholarship Program.

**Section 15. Flagship Committee.** Normally, to this committee shall be referred matters relating specifically to the LSU System's national Flagship Agenda.

**Section 16. Media Relations Task Force.** Normally, to this committee shall be referred matters relating to developing a strategy to enhance the relationship between the LSU System and the local, state, and national media.

**Section 17. LSU Health Sciences Centers Committee.** Normally, to this committee shall be referred matters of policy concerning the operation and management of the LSU Health Sciences Centers, including all components of the Health Care Services Division.

**Section 18. Special Committees.** As the necessity therefore arises, the Chairman may create special committees with such functions, powers, and authority as may be determined. Unless otherwise provided in the action creating such a committee, the Chairman of the Board shall determine the number of its members and designate the chairman and vice-chairman thereof. The Chairman may also appoint ad hoc committees for special assignments for specified periods of existence not to exceed the completion of the assigned task.

**Section 19. Representative on Standing Committees of the Louisiana Board of Regents.** In accordance with the provisions of R.S. 17:3399.5, the Chairman shall appoint a member of the Board to represent the LSU System on select standing committees of the Louisiana Board of Regents.

## ARTICLE VI

### COMMUNICATIONS TO THE BOARD

**Section 1.** All communications to the Board, or to any committee thereof, from persons having official relations with the University System shall be filed in writing with the President and duly transmitted by him to the Board; but all communications from a student organization, teacher, officer, or employee of any campus or System-wide unit shall be transmitted to the President through the Chancellor, and transmitted by the President to the Board or any of its committees. The President, or the Chancellor, shall have the authority to read and comment upon the communication but shall not delay or withhold such communications, except as hereinafter provided. Such communications shall be filed with the Chancellor at least ten (10) days before the meeting of the Board or committee, and with the President at least seven (7) days before such meeting. Otherwise, the Chancellor, or the President, may either submit such communication at that time or withhold such communication until the next meeting. In the event a Chancellor elects to withhold any such communication until the next meeting, such communication, or a true copy thereof, shall be promptly forwarded to the President with the notation of the Chancellor concerning such withholding.

## ARTICLE VII

### RIGHTS, DUTIES, AND RESPONSIBILITIES OF PRINCIPAL ADMINISTRATIVE OFFICERS OF THE UNIVERSITY SYSTEM

**Section 1. Officers of the System.** Officers of the System shall be the President and such other officers as the Board shall from time to time determine to be necessary for the administration of the System. It shall be the responsibility of the Board of Supervisors to establish procedures for the selection and appointment of major administrative officers within the University System.

**Section 2. President of the System.**

- a. The President shall be the executive head of the System in all its divisions and campuses, and shall serve as Secretary to the Board. Except as herein otherwise provided, the President shall be responsible to the Board for the conduct of the System in all of its affairs, and shall execute and enforce all of the decisions, orders, rules, and regulations of the Board with respect to the conduct of the System. The President shall be appointed by, and shall hold office at the pleasure of, the Board. The President's salary shall be fixed by, and recorded in the proceedings of, the Board. The President's discretionary authority shall be broad enough to enable him to meet his extensive responsibilities.
- b. The President shall attend the meetings of the Board and its various committees.
- c. ~~The President shall make all nominations for appointments, suspensions, and dismissals of all administrative officers holding positions at the pleasure of the Board, after consultation with the appropriate academic and/or administrative staff concerned. Upon recommendation of the Chancellor of each campus, the President shall have the authority to make all other appointments, promotions, transfers, suspensions, and dismissals of academic and unclassified employees, subject to the approval of the Board. After consultation with appropriate academic and administrative staff, the President shall make recommendations to the Board for the personnel actions reserved to the Board and take action on the personnel actions reserved to the President. The President shall have discretionary authority to review personnel actions delegated to and taken by Chancellors and equivalents and others to whom authority for personnel actions has been delegated.~~ The President, or the President's designated agent, is authorized as the appointing authority to make and approve personnel actions relating to classified and unclassified personnel in positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service, including disciplinary actions required to be expressed in writing.
- d. Subject to the direction and control of the Board, the President shall
  1. Define the mission of each campus or institution and allocate functions and programs to each.
  2. Establish administrative polices and procedures.
  3. Implement educational policies.
  4. Coordinate the activities among the various campuses.
  5. Prepare and present a consolidated budget.
  6. Serve as governmental liaison and spokesman for the System to the alumni, news media, and the general public.
  7. Promote the general welfare and development of the System in its several parts and as a whole.

- e. The President shall establish and maintain lines of communication with the chief administrative officer of each campus. The channel for official communications between the President and the various campuses shall be through the chief administrative officer in charge of each campus.
- f. The President, as the chief financial officer of the System, shall assume and retain control at all times over all budgets of the System.
- g. The President may, by written order, delegate to the Chancellor of each campus, authority to take action provided in Article VII, Section 2c. Any appointments so made shall be in accordance with existing policies of the System in effect at the time of such appointment.
- h. The President shall have authority to appoint such committees from among the academic and nonacademic staff of the System as deemed desirable for the purpose of advising the President in connection with any problems of the System. The Chancellor of a campus shall be notified of all such appointments of personnel on his campus.
- i. The President shall be a member of all faculties and shall serve as Chairman of all Faculty Councils.

**Section 3. System Staff Officers.** System staff officers shall include a chief academic officer and a chief business officer, and such other officers as deemed necessary for the efficient operation of the System, to be appointed by the President with approval of the Board. The System staff officers shall perform the duties outlined in writing by the President and approved by the Board.

**Section 4. Chancellors.**

- a. There shall be a Chancellor for each campus or major administrative subdivision of the System who shall be appointed by the Board upon the recommendation by the President, and who shall hold office at the pleasure of the Board. The Chancellor shall administer the division for which he is appointed and shall exercise complete executive authority therein, subject to the direction and control of the President and the Board.
- b. As the administrative head of a campus, the Chancellor shall be responsible to the Board through the President for the effective execution of: all laws relating to Louisiana State University System; all resolutions, policies, rules, and regulations adopted by the Board for the administration and operation of the System, and for the governance of all of its campuses; and all policies, rules, regulations, directives, and memoranda issued by the President. The Chancellor's discretionary power shall be broad enough to enable him to meet his extensive responsibilities. In the performance of his duties and responsibilities, the Chancellor shall have direct access to the President. He shall be the official medium of communication between the President and all personnel of his campus.
- c. Unless otherwise directed by the President, the Chancellor shall attend the meetings of the Board and its various committees. The Chancellor may invite members of his administrative or academic staff to aid him in his presentations to the Board.
- ~~d. The Chancellor, after consultation with the appropriate academic and/or administrative staff, shall make recommendations to the President for appointments, suspensions, and dismissals of all campus administrative officers holding positions at the pleasure of the Board. He shall make all other appointments, promotions, transfers, suspensions, and dismissals of all academic, administrative, and professional employees subject to the approval of the President and confirmation of the Board. He or his designated agent is authorized as the appointing authority to take and approve personnel actions relating to classified and unclassified personnel in positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service, including disciplinary actions.~~

- | de. The Chancellor shall be a member of all faculties on his campus and shall be Vice-Chairman of the Faculty Council of his campus.
- | ef. Within the framework of the functions and programs assigned to each campus by the Board and the President, the Chancellor shall implement educational and administrative policies for his campus. He shall prepare an organizational chart of the major divisions of the campus and shall designate such duties and responsibilities as he deems proper.
- | fg. The Chancellor shall be responsible to the President for the budget of his campus. This shall include the functions of review and recommendation concerning the budgets of all divisions of the campus and the preparation of a consolidated budget, as well as execution of the budget as approved by the President and the Board.

**Section 5. The President's Advisory Council for the University System.** The President shall have an Advisory Council for the University System. It shall consist of the President, members of the President's staff that he shall designate, and the Chancellors. The President shall serve as Chairman, or, in the President's absence a member of his staff that he shall designate shall serve in his place. The functions of the Council shall be to discuss common problems, exchange information, review the operation of the University System, and advise the President on matters of general policy and administration.

**Section 6. Council of Chief Academic Officers.** The Council shall consist of the chief academic officer of the System staff, who shall serve as chairman, and the chief academic officer of each major subdivision of the University System. The Council shall act in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the System.

**Section 7. The Executive Graduate Council.** There shall be an Executive Graduate Council of the University System Graduate Division. It shall consist of:

- a. The chief academic officer of the System staff, who shall serve as chairman.
- b. The chief graduate officer for each campus.
- c. An appointed member of the graduate faculty from each campus of the System offering resident graduate work. These appointees shall be recommended to the President for appointment by each campus' chief administrative officer after consultation with the Chairman of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.
- d. A single member, representing those campuses not offering graduate work, appointed by the President.
- e. A single member-at-large of the Graduate faculty to be appointed from any campus of the System by the President.

The member-at-large shall be appointed for two years and the members from individual campuses shall be appointed for staggered terms of three years.

The Executive Graduate Council shall coordinate all graduate work and approve new programs and degrees recommended by the several chancellors and their graduate councils for transmittal to the President for review before presentation to the Board.



**Section 8. Authority of the President, Submission of Proposals for System Approval, Setting of Board and Integrated Committee Agenda, Matters Requiring Express Board Approval, and Related Matters**

**A. Executive Committee**

1. The Board, by formal resolution addressing that single purpose and not included within a particular substantive matter, may delegate to the Executive Committee final authority to act. All such delegated actions shall require a two-thirds majority of the entire membership of the Executive Committee. Prior to such final action by the Executive Committee, timely notice shall be provided to every Board member in writing, or, in emergency circumstances, by telephone, e-mail, or in person.

2. In the interim between regularly scheduled Board meetings, when either declaration of a state of emergency or disaster over an area which affects any campus, division, institution, or other component of the LSU System has been declared pursuant to the provisions of La. R.S. 29:731 et seq., or (ii) the President, the Chair, and the Chair-Elect have certified a matter for which action is required before the next Board meeting, then the Executive Committee is authorized to take all required actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The President shall report to the Board all actions taken pursuant to this authority within 3 business days.

3. When the Chair determines that the Executive Committee is not able to meet timely in the situations provided for in paragraph A.2, the President, after consultation with the members of the Executive Committee, shall be authorized to take actions on behalf of the Board reasonably necessary for the safety and protection of persons, property, or the public health. The consultation may be by telephone, e-mail, fax, or in person. The President shall report to the Board all actions taken pursuant to this authority within 3 business days.

**B. Grant of Authority By Board to President**

1. The President is authorized to take any action not expressly required to be presented to the Board by these Bylaws and not otherwise required by law, contract, or agreement to be acted upon by the Board.

2. The President additionally is authorized to delegate to Chancellors and Chancellor-equivalents authority vested in him when he deems it to be in the best interests of the University and consistent with the provisions and purposes of this Section. All such delegations shall be made in writing, with formal prior timely written notice to the Board. All prior delegations of such authority not inconsistent with this section shall remain in effect until amended or supplemented by the President or the Board.

**C. Board, Executive Committee, and Integrated Committee Agenda**

1. The agenda for the executive committee meetings, regular board meetings, and the integrated committee meetings shall be set by the Chair, after consultation with the Chair-Elect, and the President, with appropriate input from the chancellors. No matter shall be placed on any such agenda unless the procedures set forth in subsection E for submission of proposals for System approval have been met, except in exceptional circumstances as determined by the Chair, after consultation with the Chair-Elect and the President.

2. Upon request of five board members made in writing or at a regular Board meeting, an item shall be added to the next following regular Board meeting agenda.

3. The agenda for special committee meetings and special Board meetings shall be set by the Chair or the respective committee chairs.

## **D. Significant Board Matters Requiring Approval by the Board**

The following matters shall require approval by the Board. No such matter shall be undertaken or approved by or for any campus or the System without prior review by the President and appropriate System staff and formal approval by the Board.

1. **General Rule:** Any matter having a significant fiscal (primary or secondary) or long-term educational or policy impact on the System or any of its campuses or divisions.

### **2. Matters related to contracts:**

- a. The assignment, lease, transfer, encumbrance or sale of land, mineral rights, rights-of-way, servitudes, or other immovable property owned or controlled by LSU. Provided however, a lease (or guarantee of a lease) wherein an LSU System entity is a lessee or lessor of building space not exceeding 5,000 gross square feet, upon recommendation of a chancellor or equivalent with full particulars presented as provided in subsection E may be approved by the President. Reasonably related leases may not be structured to avoid Board approval requirements. All such transactions shall contain the maximum protections reasonably afforded by law in favor of LSU.
- b. Any contract or series of related contracts for the design, construction, repair, or renovation of any building or other structure involving a total of \$500,000 or more. The authority of the President to approve any such contracts involving a total of less than \$500,000 submitted in substantial compliance with the requirements of subsection E is recognized. The President may delegate to chancellors or equivalents the authority to approve any such contracts involving a total of less than \$125,000, as well as establish any procedures appropriate for such approvals.
- c. Any contract or series of related contracts for design, acquisition, or implementation of major academic, administrative, or billing software systems and applications involving a total of \$500,000 or more. The authority of the President to approve any such contracts involving a total of less than \$500,000 submitted in substantial compliance with the requirements of subsection E is recognized. The President may delegate to chancellors or equivalents the authority to approve any such contracts involving a total of less than \$250,000, as well as establish any procedures appropriate for such approvals.
- d. Use agreements relating to the granting of rights to any System or campus property or property rights involving a total of \$100,000 or more, in one fiscal year or an aggregate of \$150,000, or more, in two or more fiscal years.
- e. Any contract or series of related contracts for the construction of new fraternity and sorority houses, original leases and substantial amendments or modifications thereto or arising out of same.
- f. Cooperative endeavor agreements pursuant to Article VII, Section 14 of the Louisiana Constitution, joint ventures, partnerships, and similar agreements, and agreements directly relating thereto.
- g. Acceptance of donations to an entity of the LSU System made by a non-governmental person or entity of: (i) any immovable property or (ii) movable property in an amount greater than \$125,000.

### **3. Matters related to personnel:**

- ~~a. Educational leave and sabbatical leave in excess of three months during any twelve month period.~~
- ~~b. Termination of tenured faculty.~~
- ~~c. Head coach and athletic director contracts and amendments thereto, provided~~

- ~~that the President shall have the authority to approve any non-substantial amendments.~~
- d. ~~Conferring emeritus titles and all honorary degrees.~~
- e. ~~Leave without pay for one year or more or special leave with any pay or benefits for thirty days or more within any twelve-month period.~~
- f. ~~Retrospective compensation of any type.~~
- a. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.
- b. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.
- c. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and equivalent positions and for University Administration executive level positions that report directly to the President and have LSU wide responsibility.
- d. Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the chancellors or equivalent or their designees.
- e. The Board authorizes and approves the payment of supplemental benefits to its employees by the support organizations with whom the Board has affiliation agreements. The supplemental compensation for each employee shall be authorized and approved by the same administrators responsible for the other personnel actions relating to that employee, or by the Board for employees for whom the Board has reserved final authority.
- f. Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.
- ~~g. Appointment of and compensation for the President, all chancellors or equivalents, and all positions above that of dean or equivalent. Appointments, salary increases greater than 15%, salary decreases, and terminations of University Administration executive level positions that report directly to the President and have LSU wide responsibility.~~
- ~~Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and equivalent positions.~~
- ~~Head coach/athletic director contracts/amendments.~~
- d. ~~Upon approval by the Board President of a Personnel Action Approval Policy uniform personnel policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the chancellors or equivalent or their designees. taken in conformity with such policy, except as otherwise provided herein and in that policy. The President shall report all actions taken pursuant to this authority to the Board, not less than semi-annually. Such reports, as well as any reports required by the uniform personnel policy approved by the Board, shall include, for each position for which presidential (or presidential-delegated) action was taken, the following information: (i) all sources of compensation; (ii) the nature of the appointment;~~

~~and (iii) all proposed employment contracts, letters of appointment, and other compensation or special benefits related agreements. Additional reports may be provided for in the approved uniform personnel policy. Until a uniform personnel policy is approved by the Board, the existing provisions of Art. VII of the Bylaws relating to personnel matters (effective Dec. 9, 2005) shall remain in force.~~

~~Except as specifically provided in the Personnel Action Approval Policy uniform personnel policy established by the President, approved by the Board, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.~~

~~The President, the Chair, and the Chair Elect shall review senior System staff compensation on an annual basis.~~

**4. Other matters:**

- a. New academic degree programs.
- b. Non-academic affiliation agreements.
- c. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a chancellor or equivalent and which reasonably should be considered to require Board approval as generally defined above and as construed in light of the illustrative listings.
- d. Any matter the Board hereafter determines to require Board approval.

**E. Submission of proposals for approval by the President or the Board**

All matters submitted to the System by any campus for approval either by the Board or the President shall be submitted timely by the Chancellor or equivalent to the President. The President and System staff shall review all such submissions. If Board approval is required, the President and System staff shall prepare an executive report, including a recommendation to the Board, regarding the submission. All such submissions to the President by the Chancellor or equivalent shall include the following listed items:

1. A summary of the matter in reasonable detail;
2. A full description of the business plan or equivalent, as applicable, including a clear statement of the fiscal impact upon the campus in question and the LSU System;
3. Where the success or fiscal feasibility of a proposal depends on estimates or predictions of future usage of a program, service, or facility, such as the number of persons expected to use a facility or the number of students expected to enroll in a program, a description of the data and other factors used to make the relevant estimates or predictions, and an analysis of the consequences should the actual usage be substantially higher or lower than predicted or estimated;
4. Where applicable, a description of the competitive process followed to set the price or amount of any lease, purchase, or sale or, if no competitive process was followed, a description of the process followed to assure that the price or amount is consistent with, or more advantageous to LSU than, the fair market value of the property, goods, or services being leased, purchased, or sold;
5. The legal documents proposed to be entered into by LSU;

6. A list of all persons and legal entities with an interest in the proposal, including the names of the LSU employees responsible for supervising the proposal if it is approved and the precise legal name, as recorded with the Secretary of State, of any corporation, LLC, partnership, or other legal entity participating in the proposal;

7. A list of any related existing or contemplated future transactions, whether such future transactions will be legally required or are merely expected or desired to occur as a result of the submitted proposal;

8. A disclosure of any known relationships between any LSU employee and any private contractor or other party to the matter and the steps taken to avoid any conflicts of interest; if no such contrary disclosure is made, the submission shall be deemed to constitute an express certification by the Chancellor or equivalent that a reasonable inquiry has been made and no such conflicts of interest exist;

9. Any other material the President, the Board, or the Executive Committee determines will assist in understanding the matter presented.

The act of submission of a matter in accordance with the provisions of this section shall constitute an express certification by the Chancellor or equivalent that the information submitted is complete and accurate. The submission shall include a brief acknowledgment of compliance with this Section, signed by the Chancellor or equivalent.

The Chancellors and equivalents shall cooperate with the President and the System staff (who are acting on behalf of both the President and the Board) in their review of any proposal submitted, and shall promptly supply any additional information which the President and System staff believe will be needed by the Board for proper consideration of the proposal.

The Chancellors and the President and System staff shall cooperate to develop standard reporting formats for providing information to comply with this subsection E.

#### **F. Deadlines for submission of proposals**

1. Except as provided below, all proposals for Significant Board Matters shall be submitted to the System office no less than 30 days prior to the scheduled meeting date of the Board or Executive Committee at which action is requested. In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a Significant Board Matter, but in no event should such submission, including all information required by subsection E, be made less than 5 business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater.

2. Except as provided below, all proposals for matters which may be approved by the President without Board action shall be submitted to the System office no less than 20 days prior to the date by which approval is needed. In exceptional circumstances, the President may, upon written justification, authorize in writing later submission of a matter which may be approved by the President. In exceptional circumstances when a later submission is requested, all information required by subsection E must be submitted to, and received by, the President at least 3 business days prior to the date by which approval is needed.

3. When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall formally notify the President in writing of the proposed project prior to making any commitments, formal or informal, to any person or entity regarding that project. The President shall, in his discretion, promptly notify the Chair, the Chair-Elect, and the immediate past Chair of the contemplated project. Contemplated major projects should not be pursued to near completion, or a public announcement thereof made, by a campus without this prior notice to and approval of the President.

**G. Board Approval of Capital Outlay Requests and Operating Budgets Shall Not Constitute Board Authority to Proceed**

1. Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President as required by this Section.

2. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

**H. The provisions of this section shall create no rights in third parties. The failure to follow the procedures set forth herein shall not affect the validity of any Board action.**

**I. All other provisions of the Bylaws, Regulations, permanent memoranda (including conflicting portions of PM-69) and policy statements, general grants of authority from the Board to the President or to any Chancellor or equivalent or other writings in conflict with this Section are repealed, cancelled or withdrawn.**

**J. This section of the Bylaws is effective upon approval by the Board, and upon such approval the President shall disseminate this new section of the Bylaws to all chancellors or equivalents and deans or equivalents for their review and further dissemination as appropriate.**

**ARTICLE VIII**

**RIGHTS, DUTIES, AND RESPONSIBILITIES OF**

**THE ACADEMIC STAFF**

**Section 1. Academic Freedom.** The University System is committed to the principle of academic freedom. This principle acknowledges the right of a teacher to explore fully within the field of assignment and to give in the classroom and elsewhere such exposition of the subject as the teacher believes to represent the truth. This principle also includes the right of a member of the academic staff of the University System to exercise in speaking, writing, and action outside the University the ordinary rights of a citizen, but it does not decrease the responsibility which the member of the academic staff bears to the University System, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University System, the staff member must indicate clearly that he or she is speaking as an individual citizen.

Among the many implicit responsibilities which must be assumed by those enjoying the privileges of academic freedom shall be that of refraining from insisting upon the adoption by students or others of any particular point of view as authoritative in controversial issues.

**Section 2. Duties of Academic Staff.** Each member of the academic staff is expected to be devoted to the accomplishment of the purposes for which the University System exists: instruction, research, and public service. Those members of the academic staff who comprise the faculty of the University System are charged to determine the educational policy of the System through deliberative action in their respective units and divisions.

**Section 3. Appointment and Promotion of Academic Staff.** Each appointment or promotion of a member of the academic staff shall be made upon the basis of merit and the special fitness of the individual for the work demanded by the position. ~~All appointments, reappointments, promotions, and dismissals of members of the academic staff shall be made upon the authority of the President, subject to the approval of the Board.~~

The terms of the appointment of each member of the academic staff shall be reduced to writing and a copy thereof furnished to each of the contracting parties.

**Section 4. Tenure of Academic Staff.** Members of the academic staff may be appointed for specified terms (term appointments) or for indeterminate terms (tenured appointments). Term appointments are utilized at the lower academic ranks and ordinarily for initial appointments at all levels. Associate Professors and Professors and those holding equivalent ranks are tenured except as noted in System regulations. Under certain circumstances tenure may be awarded to those holding lower ranks.

The provisions of tenure apply to full-time faculty members with respect to their academic rank and not to administrative titles or assignments. Tenure applies only on the campus on which the tenure is earned.

The foregoing shall not be construed to exclude contracts between the Board and members of the academic staff on mutually acceptable terms other than those stated herein.

Any appointment, whether tenured or term, may be terminated for cause.

**Section 5. Responsibilities of Academic Staff.** It is a basic principle that every member of the academic staff of whatever rank shall at all times be held responsible for competent and effective performance of appropriate duties. No principle of tenure shall be permitted to protect any person from removal from a position after full and careful investigation, according to procedures of due process, has revealed that the person has not met and does not give promise of meeting the responsibilities of the position.

## ARTICLE IX

### AMENDMENT OR REPEAL OF BYLAWS

New bylaws may be adopted, and bylaws may be amended or repealed, at any meeting of the Board, but no such action shall be taken unless notice of such proposed adoption, amendment, or repeal shall have been given at a previous meeting or notice in writing of the proposed change shall have been served upon each member of the Board at least thirty (30) days in advance of the final vote upon such change, provided, however, that by a vote of two-thirds (2/3) of the entire membership of the Board, the requirement for such notice may be waived at any time.

## ARTICLE X

### RULES AND REGULATIONS OF THE BOARD OF SUPERVISORS

**Section 1.** Any action by the Board establishing policy or methods of procedure, administrative, business, academic, or otherwise, shall be known as **Rules and Regulations of the Board of Supervisors.**

**Section 2.** **Rules and Regulations of the Board of Supervisors** may be adopted by the Board, or may be amended or repealed, in whole or in part, at any meeting of the Board



**Section 3.** All policies and procedures of the Board, falling within the definition of rules and regulations, as herein defined, and in existence upon the date of the adoption of these **Bylaws**, shall be a part of the **Rules and Regulations of the Board of Supervisors**.

#### **ARTICLE XI**

##### **ADOPTION OF BYLAWS**

These **Bylaws** shall be and become effective on the 20th day of March, 1977.

#### **ARTICLE XII**

##### **REPEALING CLAUSE**

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board, which are in conflict of these **Bylaws**, are hereby repealed.

## PART II

### REGULATIONS OF THE BOARD OF SUPERVISORS

#### CHAPTER I

##### ACADEMIC AND ADMINISTRATIVE ORGANIZATION

**Section 1-1. Order of Communications and Reports.** The official recommendations and communications of any member of the academic or nonacademic staff shall be sent through channels to the appropriate officer. An administrative officer shall, when so requested, promptly transmit any such recommendations or communications, with the officer's own comments and recommendations thereon, to the next higher office.

##### **Section 1-2. Academic Organizational Units.**

###### 1-2.1. THE FACULTY OF THE UNIVERSITY SYSTEM.

The faculty of the University System shall consist of the faculties of the several campuses as defined below (Sec. 1-2.2). The President and the academic officers of the System shall be members of the University System faculty and the former shall be its highest officer.

###### 1-2.2. THE FACULTIES OF THE SEVERAL CAMPUSES.

- a. **Membership.** Full-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks<sup>1</sup>) shall constitute the faculty of the campus on which they are appointed. The faculty may organize itself into a Faculty Council which shall include all full-time members of the faculty and members of the Administrative Council. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent ranks) may be enfranchised to the degree deemed appropriate by the faculties of the several campuses. Members of the Administrative Council, not holding academic rank, shall be non-voting members of the Faculty Council.
- b. **Duties.** The faculty or Faculty Council<sup>2</sup> shall establish curricula, fix standards of instruction, determine requirements for degrees, and generally determine educational policy, subject to the authority of the Board. Except as otherwise provided, each faculty shall establish its own educational policies. It shall, within the framework of the educational policy of the System, have legislative power over all matters pertaining to its own meetings and may delegate its own authority to an elected Senate and/or to standing committees, whose authority shall be limited to matters which are proper to the faculty and which have been specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.
- c. **Actions.** Any action of a faculty or Faculty Council which, in the judgment of the chief administrative officer of the campus, or of the President, is administrative or which seriously affects the interests of another faculty of the LSU System or of the System itself, may be suspended by the President and such action shall be reported to the Board at its next meeting. All questions of jurisdiction among colleges, schools not within colleges, or divisions shall be determined by the chief administrative officer of each campus, or in inter-campus situations, by the President.

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<sup>1</sup>See Section 2-6.

<sup>2</sup>The terms "faculty" and "Faculty Council" are used interchangeably in this Section (1-2-2).

Minutes of all actions taken by the faculties or Faculty Councils, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general System concern to the appropriate council, or a committee thereof, for consideration.

- d. **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the call of the President as chairman or of the chief administrative officer of the campus as vice-chairman, or upon the written request of 50 members or 20 percent of the membership, whichever is the smaller number. At least five days notice of meeting shall be given. It shall be the prerogative of the President to preside; otherwise, the administrative head of the campus will preside.
- e. **Quorum.** Not less than 25 percent of the membership of the faculty or Faculty Council shall be necessary to constitute a quorum, provided, however, that any faculty or Faculty Council (at a meeting at which a quorum of 25 percent of the members is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

### 1-2.3. THE FACULTIES OF COLLEGES AND SCHOOLS.

- a. **Membership.** The faculty of each college or school not within a college, except the Graduate School, shall consist of all members of the academic staff having the rank of Instructor or higher (or equivalent rank) who are appointed full-time and a part of or all of whose current work is in that particular college or school. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the college.
- b. **Duties.** The faculty of each college or school not within a college shall define and recommend degree programs for units under its jurisdiction. The faculty shall recommend candidates for degrees to be awarded by the college or school not within a college.
- c. **Meetings.** The dean of each college and the dean or director of each school not within a college shall call a faculty meeting when it seems advisable to do so, provided there be at least one meeting during each semester and summer term. The dean or director shall be required to call a faculty meeting upon the written request of one-fourth of the members of the faculty. At the time the faculty members are notified of a meeting, the chief administrative officer of the campus and the chief academic officer shall receive the same notification.
- d. **Quorum.** Not less than 25 percent of the membership of the faculty of a college or school not within a college shall be necessary to constitute a quorum, provided, however, that such faculty (at a meeting at which a quorum of 25 percent of the members of such faculty is present) may, by majority vote, establish a higher percentage of the membership as a quorum for future meetings.

#### 1-2.4 THE DEPARTMENTAL FACULTY.<sup>3</sup>

- a. **Membership.** The departmental faculty shall consist of all members of the academic staff of a department having the rank of Instructor or higher (or equivalent rank) who are appointed full-time for at least a one-year period and a part or all of whose work for the current year is in that particular department. As a class, part-time members of the academic staff having the rank of Instructor or higher (or equivalent rank) may be enfranchised to the degree deemed appropriate by the faculty of the department.
- b. **Duties.** The departmental faculty shall have jurisdiction over matters concerning its educational policies insofar as these do not conflict with the policies of other departments, the rules and regulations of its own college or school, the campus, or the University System.
- c. **Meetings.** The Chairman or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

#### 1-2.5. THE GRADUATE FACULTY.

- a. **University System Graduate Division Faculty.** The Graduate Faculty of the System shall consist of the graduate faculties of the several campuses. Election to the graduate faculty of one campus shall automatically mean election to the University System Graduate Division Faculty.

The principal officer of the Graduate Faculty of the System shall be the chief academic officer of the System staff, who shall preside over the Executive Graduate Council (Sec.1-2.6) as its chairman.

- b. **Individual Campus Graduate Faculty.** The Graduate Faculty on each campus shall consist of those members of the teaching, research, and extension faculties who- have been so designated by the Chancellor upon the recommendation of the Graduate Council (Sec. 1-2.7) acting upon appropriate nominations. Such designation shall provide for classification of the Graduate Faculty as members or associate members according to their qualifications and experience.
- c. **Voting Powers.** Voting power at faculty meetings is vested in the members on matters of educational policy, and in the members and associate members in recommending candidates for degrees.

#### 1-2.6. THE EXECUTIVE GRADUATE COUNCIL. (See **Bylaws**, Article VII, Section 7.)

#### 1-2.7. THE CAMPUS GRADUATE COUNCIL.

- a. **Establishment.** Each campus offering graduate work shall have a Graduate Council, which shall advise the Dean of the Graduate School in the administration of the academic affairs and policies of the Graduate School. Each campus shall formulate a policy regarding the operation of the Graduate Council, including membership, length of terms, and functions.
- b. **Approval.** Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President of the LSU System for review and approval. Until such campus policies are approved, the existing provisions shall control.

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<sup>3</sup>Including faculties of schools within colleges.

### **Section 1-3. Administrative Units.**

#### **1-3.1. THE ADMINISTRATIVE COUNCIL.**

- a. **Membership.** The Administrative Council shall be composed of the principal administrative officers of a campus (as designated by the chief administrative officers); three members of the faculty of tenured rank elected annually for one-year terms by the faculty or a delegated body thereof; and such other persons as may be specifically designated by the chief administrative officer.
- b. **Duties.** The Administrative Council shall advise the Chancellor in the administration of the affairs of that campus.
- c. **Officers.** The Chancellor shall be the chairman of the Administrative Council on his campus, and shall appoint a secretary who shall keep minutes of all meetings and shall maintain a roll of the members of the Administrative Council.
- d. **Time of Meeting.** The Administrative Council of each campus shall meet at the call of the Chancellor. The President may, at his discretion, call upon and preside over any or all of the Administrative Councils of the University System to advise him concerning the affairs of the System.

#### **1-3.2. COUNCIL OF ACADEMIC DEANS AND DIRECTORS.**

The deans and directors of colleges, or of schools not within colleges, together with other academic officers of equivalent rank, responsible to the chief academic officer, shall constitute the Council of Academic Deans and Directors of a campus, and shall meet at the call of the chief academic officer as chairman. The Council shall advise the chief academic officer in the administration of the academic affairs of the campus.

#### **1-3.3 THE ATHLETIC COUNCIL.**

- a. **Establishment.** There shall be established an Athletic Council on campuses having organized athletic programs and participation in inter-collegiate competition. Each campus shall formulate a policy regarding the operation of the Athletic Council. This policy shall address membership, terms of office, voting and bylaws, and functions of the Council. This policy shall be in compliance with the rules and regulations of the appropriate athletic oversight organization.
- b. **Approval.** Each campus shall submit its policy concerning the Athletic Council to the President of the LSU System for review and approval as well as any subsequent amendments to this policy.

### **Section 1-4. The Paul M. Hebert Law Center.**

1-4.1. The Paul M. Hebert Law Center is designated as a separate major administrative subdivision of the University System whose administrative head shall be its Chancellor.

1-4.2. The Paul M. Hebert Law Center, including its Center for Civil Law Studies, shall continue to carry on all of the instructional, research, and public service activities formerly within the jurisdiction of the Louisiana State University Law School and to expand such services to the State of Louisiana as personnel and financial resources permit.

- 1-4.3. The Center for Civil Law Studies, within the Paul M. Hebert Law Center, shall promote and encourage the scientific study of the civil law system in the modern world, its history, structure, principles, and actualities, with a view toward facilitating a better understanding and further development of the private law of the State of Louisiana and other civil law jurisdictions by means of theoretical and practical activities of all kinds, including publications, translations, the sponsorship of faculty and student exchanges and visiting scholars, and the presentation of specialized programs, seminars and lectures.
- 1-4.4. The Louisiana State University Law School shall be continued and recognized as a major unit within the Paul M. Hebert Law Center, charged with the responsibility for conducting the primary educational and degree-granting functions of the Law Center.
- 1-4.5. The faculty of the Paul M. Hebert Law Center shall consist of all present members of the Law Faculty, together with all persons who shall be appointed in the future with the academic rank of Instructor or higher.

## CHAPTER II

### APPOINTMENTS, PROMOTIONS, AND TENURE

#### Section 2-1. Classification of Employees, General.

Employees of the System are grouped as follows:

a. **Nonstudent Employees.**

(1) **Academic Employees.**

- (a) **Faculty.** Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks.
- (b) **Other Academic.** Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other personnel with academic responsibilities not holding faculty rank.

(2) **Nonacademic Employees.**

(a) **Unclassified.**

- (i) Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the **Constitution** of the State of Louisiana.
- (ii) Other positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

- (b) **Classified.** All employees in positions covered by the provisions of the Civil Service System of the State of Louisiana.

b. **Student Employees.**

- (1) **Graduate Assistants.** Full-time graduate students who are employed part-time for services supportive of the graduate education experience.
- (2) **Students.** Those full-time undergraduate, graduate, and professional students who are employed on a part-time basis on the various campuses of the System and not classified as graduate assistants.
- (3) **Interns, Residents.** These and other such students employed in programs designed to fulfill professional and specialty requirements.

**Section 2-2. Personnel Actions, ~~Administrative Officers.~~** The President shall establish a Personnel Action Approval Policy which shall establish the requirements for approval of all personnel actions except those reserved for Board approval under Article VII, Section 8, of the ByLawsBylaws. ~~recommend all personnel actions for System administrative officers and chief administrative officers of the several campuses to the Board. The chief administrative officers of the various campuses shall recommend all personnel actions for administrative officers on their respective campuses through the President to the Board.~~

**Section 2-3. Personnel Actions, Nonacademic Staff.**

- a. ~~**Unclassified.** The President shall recommend to the Board personnel actions for System employees in unclassified positions, except for those System employees in unclassified positions for which the Board delegates final authority to the President. The chief administrative officers of the various campuses shall recommend to the President for approval by the Board personnel actions for campus employees in unclassified positions, except for those campus employees in unclassified positions for which final authority is delegated to the campus' chief administrative officer.~~



- b. ~~**Classified.** All personnel actions relating to classified staff shall be recommended by the administrator concerned, through proper channels, to the chief administrative officer or to the administrator delegated final authority in classified personnel matters by the campus' chief administrative officer.~~

**Section 2-43. Terms of Employment, Nonacademic Staff.**

- a. **Classified Personnel.** Classified personnel hold their positions according to the terms of their appointment under the provisions of the Civil Service System of Louisiana and the classified procedures of the University System.
- b. **Unclassified Employees.** Unclassified employees hold their positions at the pleasure of the Board, ~~except those in positions for which final authority is delegated to the President in accordance with Section 2-3.a.~~ Services of unclassified employees may be terminated by giving such employees reasonable notice with the approval of the chief administrative officer of the campus and the President. "Reasonable notice" shall be interpreted to mean written notice given at the time the action is instituted by the employee's immediate supervisor and effective after a period of time equivalent in days to the usual payroll period of the employee.

**Section 2-54. Personnel Actions, Academic Staff.** In all personnel actions related to academic staff the principle of academic freedom shall be recognized. See **Bylaws**, Article VIII, Sections 1 and 5.

All personnel actions relating to faculty and other members of the academic staff shall be initiated ~~in accordance with the Personnel Action Approval Policy. Actions shall be taken after appropriate consultation with the faculty.~~ by the employee's immediate supervisor after appropriate consultation with faculty, and shall be transmitted through channels to the President, subject to confirmation by the Board. ~~If disagreements cannot be resolved by the chief administrative officer of the campus, the personnel transactions shall be referred to the President for consideration. If there be lack of agreement between the head of the department and the dean of a college or a director, or disagreement with either recommendation on the part of the chief academic officer, the recommendation shall so state.~~

**Section 2-5-1. Personnel Actions Requiring Board Approval. Uniform Personnel Policy of the LSU Board of Supervisors (adopted July 17, 2008).** Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these *Regulations*, all personnel actions made by any campus or institution of the LSU System shall be made in accordance with the following provisions; ~~and the Personnel Action Approval Policy established as amplified by a Permanent Memorandum issued by the President.~~

**A. Personnel Actions Requiring Board Approval**

The following personnel actions shall require approval by the Board of Supervisors:

- ~~1. Appointment of and compensation for the President, System Vice Presidents, all chancellors or equivalents, and all positions of dean or equivalent and above, including amendments to or extensions of appointment agreements and increases or decreases in compensation.~~
- ~~2. Any action which would result in an employee having total annual compensation exceeding \$125,000 (from all sources, both public and authorized private), provided that the President may by Permanent Memorandum establish a higher Board approval threshold not to exceed \$250,000 for specified categories of employees, taking into account the competitive salary range in particular fields or disciplines. Upon establishing a higher Board approval threshold, the President shall not delegate approval authority for compensation exceeding \$125,000. Board approval shall not be required when the compensation funding from non-~~

- ~~state sources exceeds 80% of total compensation and the compensation from state sources is less than \$125,000.~~
- ~~3. Educational leave and sabbatical leave in excess of three months during any twelve month period.~~
  - ~~4. Termination of tenured faculty.~~
  - ~~5. Head coach and athletic director contracts and amendments thereto, provided that the President shall have the authority to approve any non-substantial amendments.~~
  - ~~6. Leave without pay for one year or more or special leave with any pay or benefits for thirty days or more within any twelve month period.~~
  - ~~7. Retrospective compensation of any type, which will be authorized only (i) in exceptional circumstances (when justified by the campus or institution in writing or as incidental to an approved general pay plan) or (ii) when, due to excusable neglect, the effective date of the proposed appointment, pay increase, or other personnel action is no more than 60 days prior to the Board meeting or 30 days prior to the previous Board meeting, when more than one month has elapsed since such previous Board meeting.~~
  - ~~8. Termination of the President, all chancellors or equivalents, and all positions of dean or equivalent or above, unless otherwise provided in the appointment documents.~~
  - ~~9. Either appointment or making any change in status which would result in the employee gaining indeterminate tenure or "rolling tenure" (i.e., rolling term).~~
  - ~~10. Promotion in faculty rank.~~
  - ~~11. Appointment to any designated chair or professorship~~
  - ~~12. Conferring *emeritus* status on any person with less than ten years of service to the university or with titles other than professor.~~
  - ~~13. Awarding any honorary degree.~~
  - ~~14. Paying any salary supplement to an LSU employee from Board authorized affiliated foundation funds.~~
1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.
  2. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.
  3. Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and equivalent positions and for University Administration executive level positions that report directly to the President and have LSU wide responsibility.
  4. Upon approval by the President of a Personnel Action Approval Policy, and in conformance with such policy, the President shall have authority to approve all other actions and to delegate approval to the chancellors or equivalent or their designees.
  5. Except as specifically provided in the Personnel Action Approval Policy established by the President, Board approval is not required for personnel actions which are governed by the laws and rules promulgated by the Department of State Civil Service affecting the Classified Service.
- ~~— Appointments, salary increases greater than 15%, salary decreases, and terminations of University Administration executive level positions that report directly to the President and have LSU wide responsibility.~~
- ~~— Appointments, salary increases greater than 15%, salary decreases, and terminations for Chancellors and equivalent positions.~~
- ~~— Head coach/athletic director contracts/amendments.~~

**B. Personnel Actions Not Requiring Presidential Board Approval**

~~1. The Approval of other following personnel actions shall follow the Personnel Action Approval Policy established, which authority may not be further delegated:~~

- ~~1. Pay raises of any type in excess of 15% in any one year to any faculty or unclassified personnel.~~
- ~~2. The creation of any new position.~~
- ~~3. Filling any faculty position made vacant because of lay-off or furlough pursuant to a Board approved plan addressing institutional change or exigency.~~
- ~~4. Any action which would allow for a delay in review for tenure beyond the period of time established by LSU policy or in the employee's appointment letter.~~
- ~~5. Conferring *emeritus* titles not required to be approved by the Board.~~
- ~~6. Appointment for more than one year of any person who is to receive during employment by LSU any retirement benefits from any Louisiana public employee retirement system or plan.~~
- ~~7. Converting a filled classified position to an unclassified position, approval of which will only be granted if justified by the following factors:
  - ~~(i) The employee must have a baccalaureate degree or sufficient professional experience to substitute for the degree, and~~
  - ~~(ii) The duties of the unclassified position must require advanced learning acquired by a prolonged course of specialized, intellectual training.~~~~
- ~~8. General pay plans, including across the board pay raises which are granted to all or substantially all of the employees of a campus or institution.~~
- ~~9. Any other personnel action which the President determines should be reviewed at the System level. Such determinations may be made individually or be established for the System as a whole, for individual campuses or institutions, or for classes of employees either across the System or at specific campuses or institutions.~~

#### **~~G. Personnel Actions which may be delegated by the President~~**

~~2. Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, under the Personnel Action Approval Policy, by a Permanent Memorandum, as he deems to be in the best interests of LSU, provided such actions are taken in accordance with the requirements for form, and reporting set forth in sections D and E of this policy.~~

#### **~~D. Form of Letters of Appointment and Similar Agreements~~**

~~All letters of appointment, contracts of employment, or other written employment agreements between LSU and any of its employees containing any special provisions not provided for in written general policy, shall either (i) use only the language prescribed for such agreements by the President in a standardized template or form (which is encouraged); or (ii) be approved as to form and legal sufficiency by the System Office of General Counsel prior to being signed.~~

#### **CE. Reporting**

~~All personnel actions shall be reported to the President and the Board in a format prescribed by the President after consultation with the Board. Periodic reports will be developed and provided to the~~

Board providing necessary information required to fulfill the Board's fiduciary and oversight responsibilities.

**DC. Submission of Actions for Approval by the Board or President**

Any submission for approval by the Board or President shall be made in accordance with the deadlines established in Art. VII, sec. 8.F of the Bylaws. All such submissions shall include the following information:

1. All sources of compensation;
2. The nature of the appointment;
3. All proposed letters of employment, contracts of employment, or other written employment agreements pertaining to compensation or benefits; and
4. Any additional information required by the President.

**~~G.~~ Emergency Action by President**

~~When circumstances require action on a personnel matter that would otherwise require approval of the Board involving faculty or an academic administrator of the rank of Vice Chancellor or below and, through no neglect of the campus, the matter cannot timely be presented to the Board, the President may take such final action. A report of the action, along with justification and a description of the circumstances shall be sent to the Board within ten (10) calendar days of the President's approval.~~

**HED. Miscellaneous**

1. For purposes of this policy and the Permanent Memorandum to be issued by the President, "compensation" includes all income covered on any check issued (or electronic transmittal) by Louisiana State University for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of LSU or pursuant to the employment agreement with LSU. This includes any income paid pursuant to any faculty group practice plan or program. It does not include royalty, licensing, or other payments made pursuant to LSU's intellectual property policies.
2. Nothing herein shall be construed to alter, amend, or in any way affect PM-11 or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9)(b).
3. In the event of any conflict between the provisions of this Section 2-5.1 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 2-5.1 shall control.
4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

**Section 2-6. Academic Ranks.** The following academic ranks shall be recognized.

Instructional and Research Ranks-full-time (1,2,4)	Instructional and Research Ranks - Part-time(5)	Library/Museum(10) Ranks - Full-time	Cooperative Extension Service	AgCenter Communications
Boyd Professor Designated Professorships(3) Professor	Professor, part-time(6) Adjunct Professor(7) Consulting Professor(8)	Librarian Curator	Professor	Communications Specialist (12)
Associate Professor	Associate Professor, Part-time(6) Adjunct Associate Professor(7)	Associate Librarian Associate Curator	Associate Professor  Agent (4)	Associate Communications Specialist (12)
Assistant Professor	Assistant Professor, Part-time(6) Adjunct Assistant Professor(7)	Assistant Librarian Assistant Curator	Assistant Professor  Associate Agent (4)	Assistant Communications Specialist (12)
Instructor	Instructor, Part-time(6)	General Librarian	Instructor  Assistant Agent (4)	
Associate	Associate, Part-time(6)	Library Associate	Extension Associate	
Assistant	Assistant, Part-time(6)			
	Cooperating Teacher(9)			
	Special Lecturer(5)			

FOOTNOTES:

(1) The titles "Visiting Professor," "Visiting Associate Professor," and "Visiting Assistant Professor" are courtesy titles given to holders of visiting full-time appointments at those respective ranks. No changes shall be made in the titles of regular members of the instructional and research staff holding part-time appointments during the summer term. The "Visiting" title may also be used for individuals who are not on leave from another institution but who meet the standards for the rank specified and who are hired for a limited period.

(2) The full-time faculty shall consist of the full-time University faculty and the members of the full-time staff at affiliated hospitals who have academic responsibilities equivalent to the full-time University faculty. The full-time affiliated faculty who are gratis or whose University contribution to salary is less than 25 percent shall be considered as volunteer faculty to the University insofar as employee benefits are concerned. However, if the University contributes 25 percent or more of their total salary, percentage of University contribution should be indicated and employee benefits appropriate to that percentage provided. Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field are to be appointed as Assistant Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice. Full-time affiliated faculty do not acquire tenure.

(3) The title of Professor may be modified to indicate particular distinction as approved by the Board in special instances.

(4) Full-time faculty whose primary responsibility is conducting research and who normally are paid from grant or contract funds are to be appointed as Assistant Professor-Research, Associate Professor-Research, or Professor-Research or Assistant Professor-Extension, Associate Professor-Extension, Professor-Extension. Full-time faculty in the clinical sciences with responsibility to teaching and service programs and who are essential for patient care are to be appointed as Assistant Professor of Clinical (discipline), Associate Professor of Clinical (discipline), or Professor of Clinical (discipline), Extension field faculty employed primarily to conduct educational programs are appointed as Assistant Agent, Associate Agent, and Agent. The faculty in these ranks do not acquire tenure.

Full-time faculty in the professions whose primary responsibility is in teaching or service programs associated with coordinating field work and supervising students in the field are to be appointed as Assistance Professor-Professional Practice, Associate Professor-Professional Practice, or Professor-Professional Practice.

(5) Part-time academic personnel in the Medical Center whose primary role is related to a clinical setting may be designated by the title "Clinical" preceding their academic rank, except department heads, who may be given their appropriate professorial rank without the designation "Clinical".

Part-time academic personnel in the Law Center whose primary role is related to a clinical setting in any internship program or other clinical or skills instructional program which has been or may be established by the Law Center may be designated by the title Adjunct Clinical Instructor, Part-time.

(6) The title 'Special Lecturer' is authorized and limited to part-time appointments without rank designation and is restricted to specialists and professional men and women whose primary occupation is practice of their profession.

(7) The designation "part-time" indicates that the appointee is to serve less than 100 percent basis.

(8) On the recommendation of appropriate campus officers, the ranks of Adjunct Professor, Adjunct Associate Professor, etc., may be conferred upon persons whose primary employment is outside the department. The basis of such recommendation shall be that the System can benefit from the talents, abilities, and experience of persons in various fields as consultants; for the conduct of formal courses, occasional lectures, or seminars; or for other similar activities. Recommendations for such appointments shall be made in the same manner as for other academic ranks. Individuals appointed as Adjunct Professors, Adjunct Associate Professors, or Adjunct Assistant Professors, are ineligible to participate in the University Retirement System or other University-funded employee benefits accorded other academic employees of the System.

(9) A person of exceptional distinction who performs the services of an Adjunct Professor may be designated a Consulting Professor.

(10) The title of Cooperating Teacher is used for off-campus public school teachers who supervise teachers in the teacher training program.

(11) The titles of 'Curator', 'Associate Curator' and 'Assistant Curator' are authorized and limited to those individuals holding full-time appointments on the museum staff. The ranks of Curator, Associate Curator and Assistant Curator shall be equivalent to those of Professor, Associate Professor and Assistant Professor, respectively. The rules and rights of appointment, promotion and tenure shall be the same as for the professorial ranks.

(12) The titles of Assistant Communications Specialist, Associate Communications Specialist and Communications Specialist are non-tenure track titles for LSU AgCenter Communications Department faculty who perform professional level research, education, and outreach responsibilities which are an integral part of the research and outreach programs of the LSU AgCenter.

## **Section 2-7. Tenured and Term Appointment, Academic Staff.**

Faculty Ranks. Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the LSU System carries no implication of appointment or tenure on another campus. Academic employees are tenured only with respect to their academic ranks and not with respect to administrative titles or assignments.

Tenure is not a guarantee of lifetime employment, particularly in the face of institutional change or financial exigency. It does assure that the employee will not be dismissed without adequate justification and without due process.

Term employees are appointed for specified periods of time as indicated on the appointment form.

Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the LSU campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

Assistant Professors are appointed for terms no longer than three years. Upon reappointment after seven years of service in rank on a particular campus, Assistant Professors receive tenure. A thorough review will be made during the sixth year of service so that notice of termination may be given if necessary no later than the end of the sixth year of service. Individual campuses have the option of conducting the thorough review prior to the sixth year, provided that appropriate written notification is given to the faculty member. The University may, at its discretion, count prior service on the same campus toward the seven-year evaluation period for an Assistant Professor to achieve indeterminate tenure. The ultimate decision shall be left with the President, to be applied in each individual case for which the respective campus recommends granting indeterminate tenure counting prior service favorably.

Those who rank as Associate or Instructor shall be appointed for a specified term and shall not be considered for indeterminate tenure; provided, however, Associates and Instructors hired for an initial term greater than two years may be terminated at the end of the first year if given notice during the first nine months of that year. Otherwise, the provisions of Section 2-7(1)-(4) shall apply.

Exceptions: The rules pertaining to tenure and term appointments are subject to the following exceptions:



At the Pennington Biomedical Research Center, persons holding the rank of Professor, Associate Professor and Assistant Professor, while being paid by a grant or contract, do not acquire tenure through the passage of time. Upon individual recommendation and approval by the President, such persons at the rank of Professor and Associate Professor may receive rolling tenure, i.e., they may be appointed for terms of 5 years. Faculty with rolling tenure are reviewed annually and reappointments of Associate Professor and of Professor faculty are for 5-year terms. At such annual review, a recommendation not to reappoint the Associate Professor or Professor is with a 5-year terminal appointment. The faculty member will be notified of a decision not to renew the appointment at least 5 years before the end of the appointment. Faculty members with rolling tenure or on terminal appointments may be terminated for cause at any time with due process.

At the Paul M. Hebert Law Center, the rank of Associate Professor may or may not carry with it the status of tenure, depending upon the timing and circumstances of the individual appointment. Individuals receiving an initial three-year appointment as Assistant Professor will be reviewed in their third year for a second three-year appointment for promotion to Associate Professor without tenure. No later than their sixth year, they will be considered for tenure and for promotion to Professor of Law. Typically, successful candidates will both be tenured and promoted to Professor of Law, although there may be cases in which tenure will be granted but the promotion to Professor of Law deferred for later determination. In such cases, they will hold the rank of Associate Professor of Law (with tenure), pending subsequent procedures addressing their promotion to Professor of Law.

At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the field, the ranks of Assistant Professor-Professional Practice, Associate Professor-Professional Practice or Professor-Professional Practice may be designated. Individuals with these academic ranks shall not be eligible for tenure and may be enfranchised to the degree deemed appropriate by the faculty unit (system, campus, college, division or department).

Expiration of Appointment. Upon expiration of a term appointment, the employee is a free agent to whom the University System has no obligation. The University System may reappoint the employee to the same or a different position. Non-reappointment carries no implication whatsoever as to the quality of the employee's work, conduct, or professional competence.

When an employee, other than an Associate, is not to be reappointed, written notice to the employee will ordinarily be provided in accordance with the following schedule:

1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during the academic year, at least six months in advance of its termination.
3. At least 12 months before the expiration of an appointment after two or more years service on that campus.
4. When an Associate is not reappointed, the Associate shall be given written notice of termination no less than ninety (90) days prior to the expiration of the employment contract.

**Section 2-8. Terms of Employment - Part-Time Academic Staff.** Members of the part-time academic staff on the various campuses shall be given term appointments only, not exceeding one academic or fiscal year.

**Section 2-9. Terms of Employment - Academic Staff, General.** The foregoing provisions shall not be construed to exclude existing contracts between the System and academic staff on mutually acceptable terms.

**Section 2-10. Basis of Pay.** System employees may be employees for the academic year, fiscal year, summer term, or other stipulated terms. Employees shall be paid in accordance with procedures established for their employment.

**Section 2-11. Regular Appointment.** An employee on "regular appointment" or one deemed to be "regular" is defined as (1) an employee whose appointment is for a period of more than 180 calendar days, or (2) one who has been employed for more than 180 consecutive calendar days by successive uninterrupted appointment.

**Section 2-12. Holding of Political Office.** A full-time employee of the System shall not accept any appointive political office nor seek or hold any elective remunerative political office, without the consent of the President.

**Section 2-13. Nepotism.**

- a. No member of the immediate family of an agency head shall be employed by that agency.

"Immediate family" as the term relates to a public employee means children, the spouses of the children, brothers, sisters, parents, spouse, and the parents of the spouse.

"Agency" means a department, office, division, agency, commission, board, committee, or other organizational unit of a government entity.

"Agency head" means the chief executive or administrative officer of any agency as defined above or any member of a board or commission who exercises supervision over the agency.

- b. The provisions of this policy shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of the public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.
- c. Any person serving as an LSU System employee on April 1, 1980, whose employment otherwise would have been in violation of this policy, may continue in such employment and the provisions of this section shall not be construed to hinder, alter, or in any way affect normal promotional advancement in public employment for such employees.
- d. This policy shall apply to all forms of employment; regular full-time employment, regular part-time employment, temporary full-time employment, temporary part-time employment, etc., and will apply to all employees, including student workers.
- e. Exceptions to the restrictions outlined in this policy are not permitted. However, employees of an agency who marry may continue to work in that agency even though one of the employees is the agency head, provided that the supervising spouse avoids participating in transactions in which the subordinate spouse has a substantial economic interest.
- f. Individual campuses may adopt more restrictive provisions to this policy provided that those provisions are approved by the President of the LSU System.

**Section 2-14. Boyd Professorships.**

- a. **Eligibility.** A faculty member on one of the various campuses of the University System who has attained national or international distinction for outstanding teaching, research, or other creative achievement may be designated a "Boyd Professor." The "Boyd Professorship" shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of director or above shall be eligible for designation as a "Boyd Professor."

- b. **Procedure for Nomination.** Nomination of a Professor for designation as a "Boyd Professor" shall originate with a dean or deans (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the System staff, who shall serve as chair, two **emeriti** members, and three faculty members appointed by the President from throughout the University System.

## CHAPTER III

### LEAVES

**Section 3-1. Sabbatical Leave.** Full-time academic employees [Sec. 2-1a(1)] at the rank of Instructor (or equivalent) or above, who have completed six years of service on the campus without having received leave with pay, may petition for sabbatical leave for study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the System. Adequate justification setting forth the plan for each sabbatical leave shall be stated, and report of the accomplishments under each leave granted shall be made promptly upon return from sabbatical leave. Sabbatical leave shall normally be approved for the purpose of seeking a higher degree only under unusual circumstances. Persons employed on a 12-month basis may be granted 12 months' leave with one-half pay or six months' leave with full pay. Persons employed on nine-month basis may be granted nine months' leave with one-half pay or four and one-half months' leave with full pay. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. ~~The chief administrative officer of each campus shall, after receiving requests from the appropriate academic dean or other administrative head, make recommendations for sabbatical leave through the President to the Board.~~ A member of the academic staff who is granted sabbatical leave shall be required to return to his University duties for at least a year before accepting employment elsewhere. A condition for granting of a sabbatical leave is the potential benefit the University will receive as a result of the sabbatical.

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the chief administrative officer of the campus, and the President as supportive of the purposes of the leave.

**Section 3-2. Leave to Obtain Advanced Degree.** Members of the instructional, research, and extension staff on full-time regular academic appointment, who have completed two consecutive years of service at the rank of Instructor (or equivalent) or above, may petition for a leave of absence with part pay for not more than one year of study which will culminate in the receipt of an advanced degree. Such petition shall set forth the course of study to be pursued, the institution to be attended, an account of the petitioner's prospect for securing an advanced degree, and such other information as may be required. Approval ~~The petition shall be granted only after it has been the chief administrative officer of the campus and the appropriate academic dean or administrative officer have determined that the interests of the System will be best served by granting such leave and that the petitioner will return to his University duties for at least two years before accepting employment elsewhere. Leaves to obtain advanced degrees will be granted by the Board upon recommendations through the President from the chief administrative officers of the various campuses.~~ Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. The amount of pay to be allowed under such a grant shall be determined in each individual case, but in no event shall it exceed one-half of the regular salary which would accrue to the petitioner during the period of leave.<sup>4</sup> If the petitioner, upon taking educational leave, does not return to the University for the required two years, the petitioner shall pay back to the University the amount paid to the petitioner for the leave. The period of service completed prior to granting of leave under this section shall not be counted in considering eligibility for sabbatical leave.

#### **Section 3-3. Annual Leave and Sick Leave.**

- a. **Annual Leave.** Annual leave is leave with pay granted an employee for the purpose of rehabilitation, restoration, and maintenance of work efficiency, or the transaction of personal affairs.
- b. **Sick Leave.** Sick leave is leave with pay granted an employee who is suffering with a disability which prevents him from performing his usual duties and responsibilities or who requires medical, dental, or optical consultation or treatment.

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<sup>4</sup>For the academic-year employee, the term "regular" refers to the salary of the academic year, without presumption of summer term appointment.

- c. **Academic and Unclassified Employees.** Regular full-time and part-time members of the academic staff on fiscal appointment and regular unclassified employees are entitled to annual leave. Regular full-time and part-time members of the academic staff on fiscal- or academic-year appointment and regular unclassified employees are entitled to sick leave. The amount of accumulation and other provisions concerning annual leave and sick leave shall be in accordance with regulations or policies approved by the Board, appropriate State statutes, or policies applicable to the System, with such provisions to be issued by memorandum from the President.
- d. **Classified Personnel.** Annual leave and sick leave of classified personnel shall be governed by the Civil Service Regulations.
- e. **LSU Laboratory School Faculty.** Members of the LSU Laboratory School Faculty on academic year appointments teaching grades K-12 may, during each fiscal year designate no more than two days of earned sick leave to be used as personal or annual leave and may be used in accordance with the definition of such leave as listed above. Personal or annual leave for LSU Laboratory School Faculty may not be accumulated from one fiscal year to the next.

**Section 3-4. Civil, Emergency, and Special Leave.** An employee shall be given time off without loss of pay, annual leave, or sick leave under such conditions as outlined:

- a. **Academic and Unclassified Employees** - as provided in policy memorandum from the President.
- b. **Civil Service Employees** - as provided in Civil Service Regulations.

**Section 3-5. Military Leave.** An employee of this System who is ordered to duty with troops or at field exercises or for instruction with any branch of the Armed Forces (including the National Guard) for periods not to exceed fifteen (15) working days in any one calendar year is entitled to leave of absence from duties without loss of pay, time, annual leave, or efficiency rating, and when relieved from duty shall be restored to the position held when ordered to duty. Any portion of a military leave in excess of fifteen (15) working days during a calendar year shall be leave without pay, unless chargeable against accrued vacation with pay.

**Section 3-6. Leave of Absence Without Pay.**

- a. **Academic and Unclassified Administrative Officers and Professional Staff.** Leaves of absence without pay may be granted for good cause. Approval of ~~Leaves of absence for a period of one academic year or more or one fiscal year or more, whichever is applicable, shall receive the approval of the Board. shall be in accordance with the Personnel Action Approval Policy.~~ During leaves of absence without pay no allowance for sick leave or vacation shall accumulate. For academic employees, the period of absence without pay may, upon appropriate administrative recommendation, be credited toward tenure.
- b. **Classified and Unclassified Employees Exempt from the Classified Service by Special Action of the State of Louisiana, Department of Civil Service.** Leaves of absence without pay may be granted in accordance with Civil Service regulations.

**Section 3-7. Report of Absences.** Academic and Nonacademic employees shall not absent themselves from their duties without proper authorization.

Report of absence for academic and unclassified employees shall be governed by administrative regulations of the Office of the President. Report of absence for classified employees shall be governed by Civil Service Regulations.

## CHAPTER IV

### INSURANCE AND RETIREMENT

**Section 4-1. Group Insurance Program.** System employees, including retirees, may participate in the State of Louisiana Employees' Uniform Group Insurance Program in accordance with the rules and regulations established for that program. The University will pay the appropriate employer portion of the cost of its employees who elect to participate in this program.

**Section 4-2. Other Group Insurance or Benefit Programs.** The University System may make available to employees, through payroll deduction procedures or otherwise, other types of group coverage or benefit programs that are considered to be of particular interest and benefit to its employees. The inauguration of any such plan will be made only upon approval of the President, and no contribution will be made toward the cost of such additional programs without the approval of the Board.

**Section 4-3. Retirement Plans.** All Non-student regular employees of the University System will be members of one of the following retirement plans, unless ineligible by provisions of the retirement system.

- a. **LSU Retirement System.** The LSU Retirement System as provided by L.R.S. 17:1611, et seq. was abolished effective January 1, 1979, by the provisions of Act 643 of the 1978 Louisiana Legislature. Members of the LSU Retirement System on December 31, 1978, continuing in employment were required under the provisions of Act 643 of 1978 to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.
- b. **LSU Retirement Plan.** Employees who were members of this plan on December 31, 1978, except certain employees referred to in d. below, were required to become members of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System effective January 1, 1979. Provisions for benefits from this plan are contained in "LSU Retirement Plan" authorized by the Board.
- c. **Teachers' Retirement System of Louisiana and the Louisiana State Employees' Retirement System.** Persons becoming employed by any unit of the LSU System on or after January 1, 1979, shall as a condition of employment, if eligible, become a member of either the Teachers' Retirement System of Louisiana or the Louisiana State Employees' Retirement System.
- d. **United States Civil Service Retirement System.** Personnel of the Cooperative Extension Service who are required to become members of the United States Civil Service Retirement System shall be members of that system. Such personnel whose date of employment was prior to December 15, 1950 (and who were employees of the Cooperative Extension Service on that date) shall also be members of the LSU Retirement Plan, notwithstanding their membership in the United States Civil Service Retirement System. Such personnel whose date of employment was subsequent to December 14, 1950, may be entitled to supplemental benefits from the Teachers' Retirement System of Louisiana in accordance with the provisions of that system.

**Section 4-4. Conditions of Retirement.**

- a. Eligibility for retirement will be in accordance with the provisions of the respective retirement system.
- b. No employee of the University System shall be separated from public service by his appointing authority because of the employee having attained any particular age following employment by the appointing authority.

**Section 4-5. Emeritus Ranks.** Upon recommendation by the appropriate campus, the title Professor Emeritus shall be conferred upon all persons who upon retirement have attained the title of Professor and who have been in the service of the University for a period of at least ten (10) years. The said title may also be conferred, upon recommendation of the appropriate campus, ~~at the discretion of the Board of Supervisors~~ upon a person who upon retirement has attained the title of Professor even though the period of service is less than ten (10) years, if it is determined that the person has made outstanding contributions to the University in either the field of scholarship or public service.

Any person who has held the position of academic dean, director, or department head for a period of ten (10) years may be retired with the title Dean, Director, or Department Head Emeritus. Where applicable to other positions within the University, an Emeritus title may be conferred upon the recommendation of the President in appropriate cases.

[Approval of emeritus status shall be governed by the Personnel Action Approval Policy.](#)



## CHAPTER V

### FINANCIAL AND BUSINESS PROCEDURES

**Section 5-1. Budget.** The annual operating budget of the University System represents a primary instrument of fiscal control. It provides a firm estimate of resource availability and specifies the manner in which available revenues shall be allocated for effective support of goals and objectives. The general plan of the budgetary requests by the University System for the ensuing fiscal year shall be presented to the Board for final approval prior to presentation to the appropriate state agencies.

Following passage of the appropriation acts by the Legislature and approval by the Governor, the President shall submit a revised budgetary plan to the Board for approval, recommending those changes which are occasioned by legislative action.

After approval of such budgetary plan by the Board, a detailed budget shall be prepared in accordance therewith and distributed to the Board. The execution of the detailed budget shall be exercised by the President through the Chancellor concerned.

**Section 5-2. Internal Budgetary Control.** General policies for internal budgetary controls shall be established by the President. No obligation shall be entered into except on the authority of a general or specific budget approved by the Board. All appropriations shall lapse at the end of the fiscal year, June 30, unless otherwise especially provided by State statutes and/or the Board.

Adjustments within an approved budget entailing transfers between the principal categories (e.g., personal services, supplies and expenses, travel, and capital outlay; between income accounts only) of departmental budgets shall be made in accordance with policies established by the President. Budget adjustments entailing an overall increase or decrease in the total of the general University budgets and allocations from or additions to general University reserve accounts (restricted fund accounts, revolving funds, or gifts and grants-in-aid excepted) shall be made only on the authority of the President. All budget adjustments of restricted fund accounts, revolving funds, and gifts and grants-in-aid shall be in accordance with general policies established by the President.<sup>5</sup>

**Section 5-3. Audit.** Continuous audit shall be conducted of the transactions and records of all employees for the receipt and disbursements of funds; for the sale or purchase of materials, services, and property; for the keeping of accounts; and for the custody of property.

The Internal Auditor, under the direction and control of the chief business officer of the System Staff, shall review the business activities of the University System and shall assess the effectiveness of its records and insure appropriate accountability of University System resources.

**Section 5-4. Execution of University System Contracts.** All University System contracts shall be executed as follows:

- a. Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University System policy; and major construction contracts shall be signed by the President only after approval of the Board or a specifically designated committee thereof.
- b. All other contracts may be executed on the authority of an official of the University System or of its various campuses as designated by the President unless directed to be otherwise executed by the Board or a specifically designated committee thereof.

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<sup>5</sup>A summary of all budget adjustments, except those relating to restricted fund accounts, increasing or decreasing expenditure authorizations by allocation from or to the University Reserve accounts, or by changes in income accounts, affecting overall budgetary totals, shall be completely and regularly reported to the Board.

**Section 5-5. Purchasing.** No purchasing or contracting for goods and contractual services may be made except through specifically designated purchasing officials of the University System.

All purchase of goods and operating services are to be made in accordance with applicable State and Federal Laws, rules and regulations, as well as University System policies relative to purchasing.

**Section 5-6. Travel.** Travel at University System expense shall be made within the purposes for which funds are allotted and with the approval of the head of the department and the individual shall be reimbursed in accordance with University travel regulations, as prescribed by the President.

**Section 5-7. Entertainment and Expenses of Visitors and Guests of the University System.** Visitors and guests shall be reimbursed for costs of transportation only when such visitors and guests have rendered a definite service to the University System. Costs of entertainment of visitors and guests shall be drawn only from funds designated by the Board for such purposes.

Exception to this rule may be granted by the President or appropriate official designated by the President when entertainment and expenses are paid from restricted funds provided for such purposes.

**Section 5-8. Custody and Control of University System Property.** No one shall use for his or her own benefit or for any other personal purposes any University System property of whatever description; and no one shall be permitted to remove from the buildings or grounds any property belonging to the University System, unless approved by the President or appropriate official designated by the President.

**Section 5-9. Use of University System Vehicles.** All transportation equipment of the University System shall be used only on official business and shall be operated only by employees of the University System and others authorized by the President.

**Section 5-10. Use of University System Facilities.** The facilities and premises of the University System are for use in accomplishing its educational objectives and programs. The Board shall establish general policy under which permission shall be granted for the use of System facilities by departments and divisions of the University System, recognized campus groups, or non-University affiliated organizations. The administrative head of each campus shall prepare and file with the Office of the Board of Supervisors such detailed procedures as deemed desirable and necessary for compliance with the established general policy.

**Section 5-11. Sale of Goods or Services and Operation of Business Enterprises.** No department or agency of the System shall make sale of goods or services for cash or on account, other than those of a nature recurring for the activity, or operate a business enterprise without the approval of the President or appropriate official designated by the President.

PROCEDURES FOR HANDLING COMPLAINTS OF UNREASONABLE COMPETITION FROM COLLEGES AND UNIVERSITIES:

The following procedures are intended to meet the letter and spirit of Senate Concurrent Resolution 125 of the 1985 Regular Session of the Louisiana Legislature:

1. Private business or industry complaints of unreasonable competition from a public college or university under the jurisdiction of this Board shall be submitted in writing to the campus head whose college/school/department/personnel/activity is allegedly competing unreasonably with the private entity. The campus head shall forward a copy of any complaint to the System President or executive director who shall then inform the Board members of the complaint. If, however, the complaint is initially given to the System President, executive director, or a Board member, the complaint shall be transmitted to the appropriate campus head to initiate the process.
2. The complaint shall contain specific incidents complained of with all particulars thereto. If documentation evidencing the alleged unreasonable competition is available, it shall be attached to the complaint.

3. The campus head shall communicate with the person or persons filing the complaint and with the personnel against whom the complaint is made. If the complaint is resolved to the mutual satisfaction of the campus head and the complainant, the campus head shall notify the System chief executive officer of the means and terms of the resolution. If the complaint cannot be resolved, within 45 days of receipt, to the mutual satisfaction of the campus head and complainant, the campus head shall submit the matter in the form of a report to the System President or executive director. The 45-day period may be extended by mutual consent of the campus head and the complainant.
4. In the event that the campus head is unable to resolve the matter, the President or executive director shall communicate with all parties. If the complaint is resolved to the mutual satisfaction of the System chief executive officer and the complainant, the System chief executive officer shall notify the campus head and the Board of the means and terms of the resolution. If the complaint is not resolved, within 30 days, to the mutual satisfaction of the President or executive director and the complainant, the System chief executive officer shall submit the complaint, his report, and the campus head's report, to the appropriate committee of the Board. The 30-day period may be extended by mutual consent of the System chief executive officer and the complainant.
5. For any complaint submitted to the appropriate committee of the Board through the proper channels, the committee shall afford representatives of the complainant and the institution the opportunity for a public hearing in which they may present their complaints and explanations. The President or executive director shall officially notify all parties of said hearing at least 30 days in advance. The hearing shall be held within 60 days of the committee's receipt of the System chief executive officer's report.
6. At the conclusion of the hearing, if there is no need for further investigation, the appropriate committee of the Board shall make a determination as to the validity of the complaint. Each case shall be decided on its merits. The committee shall issue within 60 days after the hearing a report containing its findings and recommendations. The report shall be subject to full Board approval.
7. The Board shall issue a final report within 45 days of the committee's action.
8. The Committee report and the final report of the full Board shall be transmitted to the complainant immediately upon issuance, with a copy forwarded to the Board of Regents for informational purposes only. Additionally, a copy of each campus or System head's report on the resolution of a complaint shall be forwarded to the Board of Regents for informational purposes only.

**Section 5-12. General.** Student religious centers located on a campus of the University System may be furnished heat, electricity, water, and gas, all at the expense of the campus, when they can conveniently be supplied by the campus utility distribution systems. This policy shall not apply to utilities required for air-conditioning and similar services.

Fraternity and sorority houses located on a campus may be furnished heat, light, water, and gas at cost by the campus, and when minor repair work is performed, it shall be furnished at cost.

Self-supporting auxiliary enterprises (designated as Restricted Fund Accounts) shall be charged with the cost of all utilities, equipment, repairs, and alterations to buildings incident to their operations.

**Section 5-13. Financial Exigency.** Anything in the Regulations of the Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors finds that a condition of Financial Exigency exists at an institution, within an academic or other unit of an institution, or in the LSU System generally, then the furlough, layoff, or termination of tenured faculty, non-tenured faculty or other contract employees before the end of their contract term will be handled in accordance with the Financial Exigency policy set forth below. As used herein, the term "unit" means any identifiable component of the LSU System at any level of its organization which has an annual budget for the operation of such component.

- a. **Definition of Financial Exigency.** A condition of financial exigency shall exist whenever the financial resources of a campus are not sufficient to support the existing programs and personnel of the campus without substantial impairment of the ability of the campus to maintain the quality of its programs and services. Financial exigency may result from a reduction in financial resources or from the failure to receive increases in financial resources sufficient to maintain quality. Evidence of financial exigency may include, among other factors, reduction of state appropriations, faculty and staff salary levels substantially below national and regional averages, significant loss of personnel or inability to attract new personnel apparently due to inadequate salary and other support, and substantial threat of deterioration of facilities due to lack of resources for maintenance.
- b. **Board of Supervisors Action.** The Board of Supervisors, in the exercise of fiscal responsibility, may decide to declare financial exigency with respect to the System as a whole, to one or more institutions of the System, or to any unit or program within an institution. Reasonable efforts shall be made to insure that students affected will be allowed to complete their programs, within the limits of budgetary restraints, at the institution or by transfer to another institution.

A declaration of financial exigency shall represent a determination by the Board of Supervisors, upon recommendation of the Chancellor and President, that the financial condition of a unit, institution or system has reached a crisis in which the entity must carefully re-examine its priorities and reduce programs or personnel or both to effect a cost savings sufficient to alleviate the financial exigency.

The determination of financial exigency affecting the System or any institution or within an academic or other unit of an institution shall be the sole responsibility of the Board of Supervisors, but the Chancellor of an institution, after consultation with representative faculty members and approval by the President, may request such a determination by the Board. A request for the declaration of a financial exigency at any level before the institution level must originate at the institution. When such determinations are made, this policy, along with any implementing procedures, will take precedence over those applicable Board policies which govern normal operating procedures.

Implementation of a declaration by the Board of Supervisors of financial exigency shall be developed with the understanding that action taken will be consistent with the basic mission of the System to provide the best possible education, research and public service.

- c. **Implementation of Declaration of Financial Exigency.** Upon a declaration of financial exigency by the Board of Supervisors, the Chancellor at each institution, after consultation with faculty and staff, and approval by the President, shall determine whether furloughs, layoffs or terminations are required and which employees will be affected. This determination shall be made in accordance with procedures established by the President, which will give primary consideration to the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the institution.

Faculty and other employees under contract who are furloughed, laid off, or terminated before the end of their contract terms for reasons of financial exigency shall, whenever possible, be notified at least ninety (90) days in advance of the date of the furlough, layoff, or termination. The notice of furlough, layoff, or termination shall be delivered personally or by certified mail, with return receipt requested. Notice shall be complete upon delivery or mailing. This notice shall include, in writing, a statement of the conditions requiring furlough, layoff, or termination, a general description of procedures followed in making the decision and a statement of the employee's right to respond orally and in writing to a designated official or committee of the institution and to review by the Chancellor within the time specified in the notice as to the reasons for the furlough, layoff, or termination. The employee(s) shall also have the right, upon written request within twenty (20) days from the date of notification of the final decision of the Chancellor, to apply in writing to the Office of the LSU System President for a review of the decision.

The term "furlough" as used in this policy, is defined as temporary leave without pay for any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. The term "layoff," as used in this policy, is defined as the temporary dismissal of any employee, including tenured faculty members or non-tenured faculty or other contracted employees, before the end of their contract term. Layoffs may lead to eventual termination. Layoffs or terminations may occur within an academic unit or other unit of an institution without a net loss of faculty members or other personnel at the institution; that is, layoffs or terminations in some academic or other units may occur with simultaneous authorization of new positions for different duties in academic or other units, depending upon the needs of such units.

- d. **Approval Required.** Anything in the regulations of the LSU Board of Supervisors to the contrary notwithstanding, if the Board of Supervisors declares financial exigency, either at an institution, within an academic or other unit of an institution, or in the System, as provided in section (b) above, program modifications or discontinuances recommended by the institution and approved by the President must be approved by the Board of Supervisors. With respect to the implementation of such program modifications or discontinuances upon a declaration of financial exigency, decisions with respect to furlough, layoff, or termination of any tenured faculty, non-tenured faculty, or other contract employee before the end of their contract term must be approved by the Chancellor and the President, and the decisions are final upon approval of the President. Review of such decisions by the Board of Supervisors is at its sole discretion.
- e. **Termination of Financial Exigency.** Financial Exigency shall terminate at the end of the fiscal year in which it was declared.

## CHAPTER VI

### GIFTS AND GRANTS

**Section 6-1. Conditions of Acceptance.** The Board stands ready to receive in the name of the University System:

- a. Memorials, such as buildings, laboratories, or other facilities, to be placed on the campus either for beautification or for practical service and memorials in land which extend the boundaries of the campuses or other facilities.
- b. Gifts for instruction or research.
- c. Gifts for scholarships, fellowships, or student loan funds.
- d. Other gifts for special purposes (e.g., library) which will enrich the life of the University System and its students.

However, the Board shall be the final authority in the determination as to whether the freedom and functions of the University System and its responsibilities to the public are curtailed by the terms of any gifts.

Instruction and research are so inseparable and essential to the highest efficiency of a university that the University System looks with favor upon acceptable proposals for research and related contracts with State and Federal agencies and with private individuals and corporations.

**Section 6-2. Commercial Testing.** When the gift or grant proposed by a private individual or corporation for research or other educational function has a direct bearing upon the business of the donor, or is a routine job deemed to be without educational or research value, then it becomes essential that the proposal be considered in the light of the public interest, the relationship to the efficiency of, and the probable cost to the University System.

In determining whether to undertake for an individual or private concern commercial testing or special research having a direct bearing upon the business of the individual or corporation, the System will give special consideration to the following:

- a. Whether the problem has industry-wide implications;
- b. Whether the problem will contribute to the professional development of its faculty and students;
- c. Whether the problem will interfere in any material way with the obligations and responsibilities of the System;
- d. Whether the donor is willing to grant full publication rights after termination of each research phase of the problem.

**Section 6-3. Payment for Indirect Costs.** When the University System undertakes such cooperative research, the extent of indirect cost to be assessed for use of facilities shall depend upon the extent that the System determines its instructional and research programs are enriched or its responsibilities to the people are fulfilled by acceptance of the gift.

The System makes a distinction between grants which are made by established federal agencies and foundations, in support of research which has been proposed by one or more faculty members, and for which money is received essentially as a grant-in-aid, on the one hand, and payments for contract research on the other, in which the direction taken by research is determined by the desires of outside persons or agencies.

**Section 6-4. Protection of Public Interest.** In general, all results of experimental work, including patentable discoveries, carried on by or under the direction of the faculty of the System belong to the System and to the public and shall be used and controlled to produce the greatest benefit to the public. If patentable discoveries grow out of the investigation and such discoveries have commercial value, the grantor shall receive preferential consideration as a prospective licensee with a view to compensating in part the grantor for the assistance rendered in the investigations.

Grants may be received on the condition that rights to patentable discoveries will be in the name of grantor but only when the acceptance of the gift has advantages to the University System and to the people of the State of Louisiana which outweigh the rights thus relinquished.

**Section 6-5. Use of Name of the University System.** In no event shall gifts and grants be received with the understanding that the name of the University System or any of its components may be used in any advertisement without the express written permission of the System.

**Section 6-6. Use of System Facilities for Private Gain.** It shall be understood that no member of the faculty or staff may use System facilities in conducting research for private gain.



## CHAPTER VII

### INTELLECTUAL PROPERTY

#### Section 7-1. General Policy.

LSU encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All LSU Personnel are required to disclose to the appropriate campus officer, at an early date, any discoveries, inventions, and works potentially subject to legal protection under patent, copyright, or other law. The inventor, the inventor's department, and the inventor's campus gain prestige, and in some cases financial benefits, from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, LSU's academic mission; through such activities, LSU provides new benefits to the public and enhances economic development.

#### Section 7-2. Definitions.

- a. **"LSU Invention"** shall mean an invention or discovery that is either conceived, created, designed, developed, conducted or first reduced to practice, in whole or in part, during activities that: **(1)** are carried on by, or under the direction of, LSU Personnel, regardless of when or where conception or reduction to practice occurs; **or (2)** are supported by funds under the control of LSU; **or (3)** are performed with the use of LSU facilities, equipment, or supplies. The term **"LSU Invention"** shall also include any patent application or issued patent containing at least one claim reading on such an invention or discovery. As a limited exception, the following shall not be considered an **"LSU Invention"**: an invention or discovery that is wholly conceived and wholly first actually reduced to practice during activities that: **(1)** occur during the personal, off-duty time of all involved LSU Personnel; **and (2)** are not supported by funds under the control of LSU; **and (3)** are not performed with the use of LSU facilities, equipment, or supplies; **and (4)** are unrelated to any current or past field or area of expertise, responsibility, or employment of any involved LSU Personnel.
- b. **"LSU Work"** shall mean any original work of authorship that is fixed in any tangible medium of expression, and that is created or produced during an activity that is supported by LSU, in whole or in part. The term **"LSU Work"** shall also include any copyright or other legal rights derived from such a work. The support by LSU may, for example, take the form of financial support, use of facilities, use of supplies, payment of salary, the consideration provided in a particular contract, or otherwise. **"LSU Work"** shall not, however, include any work deemed to be LSU Software.
- c. **"LSU Software"** shall mean any software created or developed, in whole or in part, during activities that: **(1)** are carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** are supported by funds under the control of LSU; **or (3)** are performed with the use of LSU facilities, equipment, or supplies. The term **"LSU Software"** shall also include any source code pertaining to such software; any copyright derived from such software; any patent application or issued patent containing at least one claim reading on such software, or having at least one claim reading on a process or apparatus incorporating such software; and any other legal rights derived from such software.
- d. **"LSU Digital Media"** is a collective term that encompasses all LSU Software, as well as some LSU Works. All LSU Software is considered **"LSU Digital Media."** An LSU Work is considered **"LSU Digital Media"** if it is fixed in a tangible digital medium (including, by way of example, a magnetic tape, a floppy disk, a hard disk, a compact disk, a digital video disk/digital versatile disk/DVD, or an Internet website) that is intended to be used by third parties in digital form or that is intended to be distributed in digital form to third parties for consideration. An LSU Work that is transmitted to a publisher in digital form at the request of the publisher or for the convenience of the author or publisher, but that will not be distributed by the publisher to third parties in digital form (e.g., a conventional

printed book whose text is prepared on a word processor) is not considered “**LSU Digital Media.**” However, any digital media that otherwise satisfies the above definition, and that is intended to be distributed to third parties with a printed book (for example, a compact disk read-only-memory packaged with a book) is considered “**LSU Digital Media.**” An LSU Work that is published electronically as part of a peer-reviewed scholarly journal on the Internet shall not be considered “**LSU Digital Media.**” Some “**LSU Digital Media**” will be treated as LSU Works, and some “**LSU Digital Media**” will be treated as LSU Software, as provided in greater detail in Section 7-7(b).

- e. “**LSU Database**” shall mean a digital database that has commercial value, or that reasonably may be considered to have potential commercial value, regardless of whether the database is the subject of copyright, where the database is created or developed, in whole or in part, during activities that are: **(1)** carried on by, or under the direction of, LSU Personnel, regardless of when or where the creation or development occurs; **or (2)** supported by funds under the control of LSU; **or (3)** conceived, created, designed, developed, or conducted with the use of LSU facilities, equipment, or supplies. The term “**LSU Database**” shall also include any source code pertaining to such database; any copyright derived from such database; any patent application or issued patent containing at least one claim reading on such database, or having at least one claim reading on a process or apparatus incorporating such database; and any other legal rights derived from such database, including by way of example any statutory legal protection for a database, whether the statute is enacted before or after the provisions of these *Bylaws* concerning LSU Databases take effect.
- f. “**LSU Mark**” shall mean any trade name, trademark, service mark, design, or trade dress: **(1)** that is associated with LSU, or with any campus or other part of LSU; **or (2)** that is created or produced during an activity that is supported by LSU, in whole or in part; **or (3)** that is created or produced by LSU Personnel and is associated with any other LSU Intellectual Property. The term “**LSU Mark**” shall also include any goodwill associated with any such mark, and any registrations or other legal rights derived from such a mark.
- g. “**Other LSU Intellectual Property**” shall mean any intellectual property, other than an LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, or LSU Mark, where the events giving rise to the creation of that intellectual property are supported by LSU in whole or in part. By way of illustration only, such “**Other LSU Intellectual Property**” may include plant variety protection applications or certificates; semiconductor mask works; trade secrets; know how; and tangible research property (e.g., semiconductor chips, software, biological organisms, prototypes, drawings, original research records, notebooks, data, and other corporeal property that can be physically or electronically distributed). In interpreting this paragraph, the principles of paragraphs (a) through (f) above shall apply by analogy where appropriate.
- h. “**LSU Intellectual Property**” shall mean, collectively, any LSU Invention, LSU Work, LSU Software, LSU Digital Media, LSU Database, LSU Mark, or Other LSU Intellectual Property.
- i. “**Course Materials**” shall mean any copyrights in underlying educational materials or course content used in the *bona fide* teaching or instruction of a regularly scheduled course for credit offered by LSU, to the extent that an author of those materials, himself or herself, uses those materials in teaching the course; including portions, subsets, drafts, revisions, updates, versions, and instructional components of such materials; whether printed, digital, Internet based, CD/DVD-based, audio- or video-based, or otherwise. “**Course Materials**” may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media. “**Course Materials**” shall not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention. “**Course Materials**” shall not include any rights that are derived from a co-author who is not also directly involved in the teaching or instruction of a regularly scheduled course for credit at LSU using those materials.

- j. **"Distributable Royalties"** shall mean any consideration, whether in the form of money, corporate stock or other equity in a business organization, or any other thing of value, actually received by and in the control of LSU pursuant to an authorized agreement granting any rights in any LSU Intellectual Property, after deduction of LSU's legal, professional and patent expenses directly expended in support of and allocable to that LSU Intellectual Property, except that "Distributable Royalties" shall **not** include:
- (1) Any such consideration received by LSU in reimbursement of or allocated for direct, out-of-pocket expenses paid or owed by LSU to third parties which are directly allocable to the LSU Intellectual Property for which the consideration is received, such as expenses for past, present, or future attorney fees and other legal expenses, and amounts paid to outside contractors, regardless of whether the authorized agreement expressly provides for such reimbursement; provided that such expenses shall not include any internal expenses of LSU, such as salaries, administrative overhead, building rent, equipment purchases, and similar expenses;
  - (2) Any consideration deemed a Research Grant or deemed as Litigation Proceeds, as defined herein; and
  - (3) Any amounts received by LSU that are attributable to an LSU Mark.
- k. **"Research Grant"** shall mean (for purposes of this Section 7 of the *Regulations of the Board*) any consideration received by LSU under an authorized sponsored research agreement that, along with any other provisions, grants another party any rights in any LSU Intellectual Property, where LSU's disposition of that consideration is restricted by that contract to use for conducting research.
- l. **"Litigation Proceeds"** shall mean any money or other property received by LSU as a result of any resolution of a dispute over another's use, infringement, or licensing of any LSU Intellectual Property, whether received by way of judgment, arbitration, or settlement -- and in the case of a settlement, regardless of whether any arbitration or lawsuit has been instituted.
- m. **"LSU"** or **"University"** shall mean the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, including all of its campuses, centers, institutions, facilities, and other property.
- n. **"LSU Personnel"** shall mean all LSU Supervisors, Officers, Faculty, Staff, Research Associates, Postdoctoral Fellows, Instructors, Graduate Students, and other employees of LSU, whether part-time or full-time. **"LSU Personnel"** shall include, for example: (1) faculty or other LSU Personnel who are on nine-month appointments, who shall be considered **"LSU Personnel"** throughout the calendar year for purposes of this Section 7 of the *Bylaws*, (2) visiting faculty, and (3) adjunct faculty, emeritus faculty, and LSU undergraduate and professional students employed by LSU when those persons act within the course and scope of their employment by LSU. **"LSU Personnel"** shall not include adjunct faculty and LSU undergraduate and professional students when those individuals are not acting as employees of LSU.

### **Section 7-3. Ownership and Management of LSU Intellectual Property**

- a. **Right to Own and Manage LSU Intellectual Property**
- (1) LSU holds all right, title, and interest to all LSU Intellectual Property in all countries. LSU Personnel shall execute any formal assignments to LSU of all right, title, and interest to any LSU Intellectual Property, and shall execute such other documents and perform such other lawful acts (at no out-of-pocket expense to the LSU Personnel) as may be requested by LSU fully to secure LSU's interest in LSU Intellectual Property.

- (2) As owner of LSU Intellectual Property, LSU may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as LSU in its discretion sees fit, including but not limited to all decisions concerning potential financial benefits to be derived from any LSU Intellectual Property.
  - (3) Only LSU, acting through the procedures set forth in this Section 7, has the authority to enter into any agreement relating to LSU Intellectual Property. Any purported assignment, transfer, license, assertion of ownership, or other disposition of LSU Intellectual Property by the inventor(s) or author(s), without the prior written approval of an LSU official authorized pursuant to these *Regulations*, is void and will not be recognized by LSU -- including, by way of example and not limitation, any such purported assignment or other disposition in a consulting agreement, research agreement, material transfer agreement, or confidentiality agreement.
  - (4) If LSU elects not to manage, license, patent, register, sell, or otherwise dispose of any item of LSU Intellectual Property, then on written request from the affected inventor(s) or author(s), in LSU's sole discretion, LSU may, with any required concurrence from a research sponsor, by written agreement with the respective inventor(s) or author(s), relinquish and assign that item to the inventor(s) or author(s), subject to such conditions as the parties find mutually agreeable and to such conditions as may be required by a research sponsor.
- b. Each Chancellor or equivalent shall establish policies and procedures for, and identify employees or positions responsible for, the management of LSU Intellectual Property on that campus. Each campus shall be responsible for compliance with all procedures and obligations under the federal Bayh-Dole Act (PL 96-517) or any other applicable laws, regulations, agreements or contracts with respect to the management of LSU Intellectual Property.
- c. (1) In exceptional circumstances, LSU may waive its rights to certain items that would otherwise be LSU Intellectual Property, in favor of an outside employer of one or more LSU Personnel, if LSU expressly approves in writing and in advance a valid consulting agreement between that employer and the LSU Personnel, and if the consulting agreement expressly states in writing that such items shall become the property of that employer, and if the consulting agreement and all activities conducted under the consulting agreement are in full compliance with the Code of Governmental Ethics and all pertinent rules and regulations of LSU. Any such waiver may only be made in writing by the Chancellor or equivalent (or the President, if PM-11 or PM-67 require approval by the President of the related consulting agreement), which authority may not be further delegated, based on a written finding setting forth the reasons that such a waiver is in the best interests of LSU.
- (2) LSU will ordinarily grant to a non-governmental sponsor of funded research at LSU an exclusive right, for a limited period of time, to negotiate with LSU for a royalty-bearing license under inventions that may result from the funded research, under mutually agreeable terms. Royalty rates or other consideration to be paid for a licensed invention will not ordinarily be determined before the invention has been made, except where justified in writing, in light of exceptional circumstances, to be in the best interests of LSU.
- d. **Restrictions on Publication**
- (1) Nothing in this Section 7 shall be construed to prohibit or restrict LSU Personnel from publishing in academic channels any material that LSU and those Personnel are otherwise free to publish. LSU Personnel are cautioned that early publication

can destroy or impair the legal protection that might otherwise be available for intellectual property, and where appropriate are advised to consult with their campus technology transfer officers well before the first planned publication to discuss this question further.

- (2) As a matter of University policy, LSU shall not normally accept restrictions or prohibitions on publications, other than a requirement for delaying publication for a reasonable period of time, from research sponsors and intellectual property licensees. Before LSU can consent to any such restrictions on publication, both of the following conditions must be satisfied and documented: (1) the restrictions are tailored to be the least restrictive conditions which will satisfy the legitimate concerns of the sponsor or licensee, and (2) all LSU Personnel likely to be affected by the proposed restrictions have consented to the restrictions.

#### **Section 7-4. Allocation of Distributable Royalties**

##### **a. Distribution to Inventor or Author**

- (1) Forty percent (40%) of all Distributable Royalties as defined in Section 7-2(j) shall be paid or transferred to the respective inventors or authors within thirty days of receipt by LSU, unless a different schedule is otherwise agreed in writing by LSU and the inventor(s) or author(s).
- (2) For as long as LSU receives such Distributable Royalties, payment of this allocation of Distributable Royalties shall continue to the respective inventors or authors, regardless of whether they continue employment at LSU, or to their heirs, as applicable.
- (3) Provided, however, that the Chancellor or equivalent of the appropriate campus (or campuses) may direct that no part (or a reduced part) of Distributable Royalties shall be paid or transferred to the inventors where those Distributable Royalties are attributable to one or more Plant Patents or Plant Variety Protection Certificates.
- (4) Further provided, that upon the written request of any inventor or author, all or part of that inventor's or author's share of Distributable Royalties may be (1) retained by LSU to support research under the direction of that inventor or author, or (2) paid to any other LSU Personnel who made a non-inventive contribution to the LSU Intellectual Property, according to a written agreement. Assessing and managing any personal tax implications of any such requests shall be the sole responsibility of the inventor or author.
- (5) In recognition of the administrative costs that are associated with distributing small Distributable Royalty payments, the following procedures shall be used where applicable. At any time when the cumulative total of undistributed Distributable Royalty payments received on account of a particular license of LSU Intellectual Property in a given fiscal year is less than \$250, the Distributable Royalties for that license shall not be distributed as otherwise provided, but shall instead be held by the University until the end of the current fiscal year. If, at any time during that fiscal year, the cumulative undistributed total reaches \$250, then the accumulated Distributable Royalties shall at that time be distributed as otherwise provided herein.

##### **b. Distribution to the Office of the President, the LSU LIFT Fund and the Campus**

- (1) Five percent (5%) of all Distributable Royalties shall be allocated to the Office of the President.

- (2) Five percent (5%) of all Distributable Royalties shall be allocated to the *LSU LIFT (Leveraging Innovation for Technology Transfer) Fund* in the Office of the President for support of proof-of-concept grants to faculty at any LSU institution in furtherance of commercial development of inventions.
- (3) Fifty percent (50%) of all Distributable Royalties shall be allocated within the appropriate campus as directed by the Chancellor or equivalent of that campus.
- (4) None of the allocation of Distributable Royalties to either the Office of the President or to the campus may be allocated directly to any individual.
- (5) In accord with LSU's obligations under the federal Bayh-Dole Act and with LSU's commitment to investing in its researchers and advancing discoveries to benefit the public, all allocations of Distributable Royalties to the Office of the President, to the LSU LIFT Fund or to a campus will be used only in further support of scientific research, education and commercialization activities.

**c. Distribution and Management of Equity**

- (1) Corporate stock or other equity shares within Distributable Royalties which comprises the inventor's allocation as described above shall be transferred to the respective authors or inventors as soon as reasonably practicable after LSU is legally able to transfer title to such equity, and until that time LSU shall be the sole owner of such equity. LSU shall have no liability in the event the value of such equity changes before it is distributed to the inventors or authors.
- (2) All stock or other equity owned by LSU as LSU's portion of Distributable Royalties shall be managed and disposed of by the President, in consultation with the Chair and Chair-Elect. The President shall have the authority to perform all acts that a stockholder or other equity holder lawfully may perform under applicable law. The President or his designee shall regularly review all equity that LSU has acquired as LSU's portion of Distributable Royalties, to decide when it should be held and when it should be sold or otherwise transferred. The President is authorized to confer with one or more financial professionals in reaching these decisions, and to rely on the advice of such professionals in making these decisions. The President shall notify the affected campus(es) prior to selling stock or other equity, except where exigent circumstances prevent prior notice.
- (3) To avoid potential conflicts of interest, the appearance of conflicts of interest, and potential liability:
  - (a) No LSU Personnel shall act as an officer, director, manager, or the like in any business entity in which LSU acquires stock or other equity under this Section 7; except that where the pertinent contract granting the business entity rights in LSU Intellectual Property has been approved under the provisions of LSU's Permanent Memorandum 67, the affected inventor(s) or author(s) may hold such managerial roles in the business entity in their personal capacities, but not as representatives of LSU; and
  - (b) LSU shall not otherwise attempt to influence the management or operation of any such business entity in which LSU owns equity. Exercising any voting rights associated with equity owned by LSU shall not be considered to be prohibited by this subsection. In exceptional circumstances, the President, after consultation with the Board Chair and Chair-elect, may authorize a departure from this requirement; upon a written finding that doing so will be in the best interests of LSU.
- (4) Any equity owned by LSU as LSU's portion of Distributable Royalties shall not be further distributed within LSU, but instead shall be managed by the President. Any

cash benefits received by LSU arising from such equity ownership (for example, cash dividends, or proceeds from the sale of the equity) shall be distributed within LSU in the same relative proportions as other Distributable Royalties; except that the inventor(s) shall receive no portion of any such cash, because the inventor(s) will ordinarily have already received 40% of the equity originally received by LSU under Section 7-4(b)(1).

**d. Distributions Involving Multiple Parties**

- (1)** Distribution to Multiple Inventors or Authors. When more than one inventor or author is entitled to share in Distributable Royalties, the inventors or authors as a group shall receive the forty percent of Distributable Royalties specified above, and the allocation of Distributable Royalties among those individuals will be determined as follows. That inventor's share of Distributable Royalties shall be distributed equally among the inventors or authors unless either: **(i)** all affected inventors or authors unanimously agree in writing on a different distribution, **or (ii)** if the affected inventors or authors are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the President based upon the merits of the individual case. This allocation by the President shall be final and unappealable.
- (2)** Distribution to Multiple Entities. Where more than one entity is entitled to share in Distributable Royalties, the allocation of Distributable Royalties will be determined as follows:

  - (a)** By contract, negotiation, litigation or otherwise, LSU and any party not affiliated with LSU shall resolve any apportionment between LSU and that other party. Only LSU's part of this apportionment shall be considered Distributable Royalties.
  - (b)** In the absence of any agreement by LSU to the contrary, each unique invention, related patent, patent application or other form of uniquely identifiable intellectual property associated with a particular license which generates Distributable Royalties will be presumed to have contributed equally to those Distributable Royalties.
  - (c)** The respective contributions to Distributable Royalties from different departments or campuses will be presumed to be the sum of the contributions for the inventors associated with each department or campus. If one inventor has appointments with more than one department or campus, each such department or campus will be deemed to participate equally in the departmental or campus contribution to Distributable Royalties associated with that inventor, unless the invention clearly resulted from work done in association with only one department or campus.
  - (d)** The unique circumstances of individual cases involving multiple entities may require an unequal distribution of Distributable Royalties. Deviation from the equal distribution provided for in subsections (b) or (c), above, may be made either: **(i)** by unanimous written consent of all affected entities, **or (ii)** if the affected entities are unable to reach unanimous agreement on a different distribution, then in proportions and under procedures established by the Chancellor or equivalent, or if more than one campus is involved, by the President, based upon the merits of the individual case. This determination shall be final and unappealable.

**e. Distributions in Special Circumstances**

- (1) A Research Grant shall be administered by LSU in accordance with the terms of the contract establishing the Research Grant, and in accordance with any applicable laws, rules, and regulations. Authors and inventors shall not be entitled to any portion of a Research Grant, except in some cases for that portion of a salary that is customarily paid from such a source, and then only in accordance with the terms of the contract establishing the Research Grant.
- (2) Litigation Proceeds shall be administered and distributed as follows. That unit of the LSU System which funds expenses related to litigation or other means of dispute resolution related to LSU Intellectual Property first shall be entitled to recover double its legal and other associated expenses, before any other distribution of Litigation Proceeds. After such recovery of double expenses, any excess Litigation Proceeds shall be treated as Distributable Royalties and allocated accordingly.
- (3) If LSU directly sells research materials (not including agricultural products) to third parties, in greater than nominal quantities and for more than a nominal charge; **and** if those research materials incorporate an LSU Invention (patented or unpatented) that is not in the public domain at the time (for example cell lines or laboratory animals that are not otherwise publicly available), **and** if LSU therefore has no agreement with a third party as to royalties attributable to the LSU Invention; then in such a case LSU and the inventors shall agree in writing as to a reasonable royalty rate to be imputed to net sales of the research materials. The agreed-upon royalty rate and any proceeds arising therefrom will be treated thereafter as Distributable Royalties for all purposes.
- (4) Activity conducted by LSU for educational, research, or non-commercial purposes shall not give rise to any "Distributable Royalties."

**Section 7-5. General Requirements for Licenses and Other Agreements**

- a. As a matter of policy, LSU will not license or otherwise encumber rights in future LSU Intellectual Property whose conception is not complete as of the date the license or other encumbrance is executed; except for the strictly limited rights that may be granted to a sponsor of funded research respecting inventions resulting from the funded research, as provided in greater detail in Section 7-3(c)(2).
- b. As a matter of policy, LSU shall require that each licensee of rights in LSU Intellectual Property may not *assign* or *transfer* the licensed rights without LSU's express prior written approval, which LSU may agree, in its sole discretion, not to unreasonable withhold. Further, LSU shall require that a licensee may *sublicense* the licensed rights in LSU Intellectual Property only if (i) the sublicense agreement includes express provisions requiring the sublicensee to abide by the terms of the license between LSU and the licensee, (ii) the sublicense agreement specifies that no sublicensee shall issue any further sublicenses without the express written consent of LSU, and (iii) the licensee agrees to provide LSU with copies of each sublicense, and all subsequent amendments thereto, within a reasonable time period from date of execution of such documents.
- c. As a matter of policy, LSU shall require each licensee of LSU Intellectual Property, and ordinarily each sublicensee, to obtain reasonable levels of liability insurance or to have adequately capitalized self-insurance, in an amount to be included in the license or other agreement and to be determined in view of the reasonably perceived risks presented by the particular technology being licensed. This insurance coverage shall commence no later than the date when the first commercial sale under the license is made, or the date of the first clinical trials of a human drug or medical device, whichever is earlier, and shall continue in effect until the expiration of all applicable periods of prescription or statutes of limitation. LSU shall be named as an additional insured in each such insurance policy.



On a case-by-case basis, after reviewing all pertinent facts, the requirement of liability insurance may be waived where LSU assigns all rights in LSU Intellectual Property to another party, with LSU retaining no residual rights or residual share of royalties; except that in such a case LSU may retain a nonexclusive right to practice the assigned intellectual property right for experimental, educational, or noncommercial purposes.

- d. As a matter of policy, LSU shall require that each licensee and assignee, and ordinarily each sublicensee, of LSU Intellectual Property shall indemnify LSU against claims and lawsuits arising as a result of activities related to the licensed or assigned intellectual property, whether the claim or lawsuit arises under tort law, products liability law, intellectual property law, or otherwise, the indemnity to include reasonable costs of litigation and attorneys' fees.
- e. As a matter of policy, LSU does not ordinarily permit brokerage of LSU Intellectual Property. Rather, LSU expects LSU's licensees to be directly active in developing and commercializing licensed LSU Intellectual Property. Exceptions to this policy will be permitted only upon the written authorization of the Chancellor or equivalent upon a written finding that exceptional circumstances exist such that brokerage of a particular LSU Intellectual Property is in the University's best interests.
- f. In circumstances where LSU assigns or waives certain intellectual property rights in favor of the authors or inventors, whether under Section 7-3(a)(4), Section 7-7.a, or otherwise, then, unless there is an authorized written agreement by LSU that expressly provides otherwise, in each such case the assignment or waiver shall be without representation or warranty from LSU of any kind, including no warranty or representation as to validity; scope; enforceability; inventorship; authorship; title; or absence of infringement of third party patents, copyrights, trademarks, or other third party rights. As examples: **(1)** In such a case it shall be an author's sole responsibility to obtain any necessary copyright clearances from third parties; and **(2)** In such a case it shall be an inventor's sole responsibility to obtain any necessary patent licenses from third parties. Furthermore, authors and inventors in such cases are cautioned that the waiver or assignment of such intellectual property rights by LSU does not include the right to use any LSU Mark.
- g. Except as otherwise expressly provided herein, any substantial deviation from the general policy requirements set forth in this Section 7-5 must be approved by the President, upon a written recommendation from the Chancellor or equivalent which documents that the deviation is in the best interests of LSU and is adequate to protect LSU's interests.

#### **Section 7-6. Uniform Process for Managing Technology Transfer at LSU**

Except as otherwise provided in the Bylaws, and notwithstanding any other provisions of these Regulations, all purchases, sales, transfers, assignments, or licenses (collectively, "Commercialization") of LSU Intellectual Property made by any campus or institution of the LSU System shall be conducted in accordance with the following uniform process.

##### **a. Presidential Approval of License Agreements**

License agreements shall require approval and execution by the President, which authority may be further delegated at the discretion of the President, pursuant to Article VII, Section 8.B.2 of the Bylaws, as is deemed to be in the best interests of LSU.

##### **b. Standard Forms, Reporting, and Procedures**

- (1)** Standard templates for the commercialization of LSU Intellectual Property have been developed and may continue to be developed and refined through use. Each campus or institution shall use these templates in all transactions related to the commercialization of LSU Intellectual Property and shall justify deviations from the template as necessary.

- (2) Actions related to the Commercialization of LSU Intellectual Property shall be reported to the President and the Board, in a format, on a timeframe, and with information prescribed by the President after consultation with the Board. Such reporting requirements may be fulfilled by any such entity as is designated to manage that activity.
- (3) All license agreements submitted by a campus for approval and execution by the President or his designee shall be accompanied by a certification from appropriate campus officials and a checklist which provides:
  - (i) a description of any potential conflicts of interest and a certification that all applicable disclosure forms required by any LSU policy have been executed, or a certification that no such potential conflicts are known to exist; and
  - (ii) a description of the due diligence performed to evaluate the commercial potential of the LSU Intellectual Property which is the subject of the proposed agreement; and
  - (iii) a description of the due diligence activities performed to evaluate the proposed licensee; and
  - (iv) a description of any significant deviations from the standard template agreements and justification for such changes.

**Section 7-7. LSU Works, LSU Software, LSU Databases, LSU Digital Media, and Course Materials.**

The various provisions of Sections 7-3 through 7-6 shall apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media. In addition, the provisions of this Section 7-7 shall also apply to LSU Works, LSU Software, LSU Databases, and LSU Digital Media, but not to other forms of LSU Intellectual Property. This Section 7-7 shall also apply to Course Materials.

- a. Notwithstanding the provisions of Section 7-3(a) above, LSU releases to the respective author(s) all of LSU's interest in any copyright to a book, article, lecture, thesis, dissertation, other literary work, work of art, Course Material, or musical composition that would otherwise be an LSU Work; except that LSU's interest shall not be so released: **(i)** if LSU publishes the work itself; **or (ii)** if LSU publishes or produces a derivative work based on that work, where the derivative work is an audio, video, or digital production or broadcast, including by way of example video recordings of lectures, other recordings of lectures, distance learning activities, or other course-related activities; **or (iii)** if LSU is required to deliver the work to a third party under a research contract or other contract between LSU and the third party. This release of certain rights to the author(s) does not apply to LSU Software or to LSU Databases. LSU reserves a nonexclusive, paid-up, royalty-free right to distribute copies of Course Materials, theses and dissertations, both internally and to third parties, whether by electronic means, microfilm, or otherwise.

The release of rights to Course Materials only applies to the extent that an author or co-author himself or herself uses those materials in the *bona fide* teaching or instruction of a regularly scheduled course for credit at LSU, and does not extend to rights that are derived from a co-author who is not involved in the teaching or instruction of a regularly scheduled course for credit at LSU. The release of rights to Course Materials may include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media; such a release does not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention.

- b. Prior to submitting any LSU Digital Media to an entity outside LSU, the author(s) shall first submit a disclosure of the LSU Digital Media to an office or committee on the author(s)' campus to be appointed by the Chancellor or equivalent or the Chancellor's designee. The disclosure shall include a detailed description of the proposed LSU Digital Media, a

copy of the LSU Digital Media, or both, and shall also include a statement specifying what resources (Personnel, funds, equipment) were used to prepare the LSU Digital Media. The office or committee designated by the Chancellor or equivalent shall then determine, on a case-by-case basis, whether the LSU Digital Media shall be treated as an LSU Work or as LSU Software for purposes of these *Bylaws*, including whether or not an express, written release of copyright to the author(s) is appropriate by analogy to Section 7-7(a). In deciding this question, the office or committee shall consider such factors as whether the LSU Digital Media more closely resembles an electronic version of a traditional printed book, versus a work substantially enhanced with multimedia; the extent to which University resources and Personnel were used; the extent to which the resources and Personnel of an outside party such as a publisher were used; and any other factors that the committee or office considers relevant in reaching an equitable decision.

- c. If LSU publishes an LSU Work or LSU Database itself, or if LSU directly provides others access to an LSU Work or LSU Database in exchange for consideration received directly by LSU, and if LSU therefore has no agreement with a third party concerning royalties attributable to the LSU Work or LSU Database, then twelve-and-one-half percent (12.5%) of the net sales attributable to the LSU Work or LSU Database shall be treated as Distributable Royalties for all purposes. For example, the respective author or authors (as a group) shall be entitled to receive a total of  $40\% \times 12.5\% = 5.0\%$  (five percent) of such net sales as the authors' portion of Distributable Royalties.
- d. If an LSU Work, LSU Database, LSU Digital Media, or Course Material is used by the University as part of course instruction, including without limitation Course Materials posted on the Internet and Course Materials used in distance learning, then the author(s) of the LSU Work, LSU Database, LSU Digital Media, or Course Material shall not be entitled to receive any portion of any tuition, fees, or other amounts received by LSU on account of that course, regardless of whether an author is substantively involved in the teaching of that course. LSU shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in LSU's discretion. By contrast, if LSU should receive any royalties on account of an LSU Work, LSU Database, or LSU Digital Media -- for example, royalties for videotapes, audiotapes, or digital media licensed to a third party for distribution independently of the LSU course -- then those royalties will be treated as Distributable Royalties for purposes of Section 7-4 above.

#### **Section 7-8. Confidential Materials.**

LSU System and LSU Campus officials are authorized to protect the confidentiality of materials that are exempt from the Louisiana Public Records Law, pursuant to La. R.S. 44:4(16) or otherwise, to the full extent permitted by law. The President, the Chancellor or equivalent, the technology transfer officer for each campus, and any other individual designated by the President or by the Chancellor or equivalent, may certify in writing that particular materials that have been requested under the Public Records Law are subject to a particular statutory exemption under the Public Records Law.

#### **Section 7-9. Miscellaneous.**

- a. Nothing herein shall be construed to alter, amend, or in any way affect either PM-11 or PM-67, or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9) and (10).
- b. In the event of any conflict between the provisions of this Section 7 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 7 shall control.
- c. Nothing herein creates any rights, procedural or substantive, in any third parties.

## CHAPTER VIII

### AFFILIATED ORGANIZATIONS

**Section 8-1. Relationship to the University System.** Private support organizations can enhance the programs, facilities, and research and educational opportunities offered by institutions of higher education. The Board promotes the activities of alumni associations, foundations, and other private, nonprofit organizations that raise private funds for the support of the various campuses in the LSU System. A nonprofit corporation, whose principal purpose is to support one or more programs, facilities, or research or educational opportunities offered by public institutions of higher education, shall be a private entity provided that it meets the criteria enumerated in all applicable state and/or federal statutes.

**Section 8-2. Alumni Organizations.** All affiliated organizations, such as alumni associations, foundations, and other nonprofit groups, whose principal interest is to provide public support to enhance the programs, facilities, and research and educational opportunities offered by LSU System campuses must be officially recognized by the Board. This official recognition requires compliance with LSU System and Louisiana Board of Regents policies and all applicable state/federal statutes. All affiliated organizations seeking official recognition by the Board shall make application through the Office of the President of the LSU System. Such application shall include the necessary documentation to establish full compliance with all applicable policies and laws.

## CHAPTER IX

### REPEAL AND AMENDMENT TO REGULATIONS

**Section 9-1. Repealing Clause.** All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board which are in conflict with these **Regulations** are hereby repealed.

**Section 9-2. Amendment.** These **Regulations**, except as they include provisions specifically covered by the Statutes of the State of Louisiana and the **Bylaws** of this Board, may be amended by receiving an affirmative vote of a majority of the members of the Board after receiving recommendations of the appropriate committee of the Board.

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LSU DELEGATED AUTHORITY TO EXECUTE PERSONNEL ACTIONS- CURRENT REQUIREMENTS & RECOMMENDATIONS

Action Alpha Order

	Action	CURRENT APPROVAL LEVELS			RECOMMENDATIONS		
		Board	President	Chancellor or Equivalent	Board	President	Chancellor or Equivalent
1	Additional Compensation		President Approval - Above 30%			President Approval - If exceeds the limits established by the Presidential policy.	Chancellor/Equivalent - For all that do not exceed Presidential policy.
2	Any Other Action Specifically Required under the Board Regulations		President Approval			President Approval - No Change	
3	Appointments - Campus Executive Level Positions	Board Approval					Chancellor/Equivalent - All Campus Executive Level Positions.
4	Appointments - Definite term > 12 months outside of PM23		President Approval		Remove this action - It is not needed.		
5	Appointments - Defined Term (i.e. RA, Post Doc)			Chancellor or Designee	Remove this action - It is not needed.		
6	Appointments - Designated Chair or Professorship	Board Approval					Chancellor or Equivalent
7	Appointments - Faculty Positions	Board Approval - Above \$150,000 (above \$250,000 for HSC physicians)	Presidential Approval - \$100,001 to \$150,000	Chancellor/Equivalent - \$100,000 or below		President Approval: ●Pre-approval of base salary range with midpoint ≥ \$250,000 ●Appointment with salary ≥ \$250,000 not based on a pre-approved range.	Chancellor/Equivalent - All other appointments.
8	Appointments - Faculty with Tenure or Rolling Tenure	Board Approval					Chancellor or Equivalent
9	Appointments/Extensions/Amendments - Head Coaches, Athletic Director	Board Approval			Board Approval - No Change		
10	Appointments/Extensions/Amendments - Coaches Other Than Head Coaches				Board Approval if salary ≥ \$250,000		
11	Appointments - Rehired State Retiree		President Approval - Greater than 1 year			President Approval - If new position not significantly different from old one or if reemployment is to same campus for > two years and > 50% effort.	Chancellor/Equivalent - If new position is significantly different from old one or if reemployment is greater than 2 years.
12	Appointments - Unclassified Positions	Board Approve - Above \$125,000 (above \$150,000 for HSC nursing/allied health posns)	President Approval - Above \$100,000 (above \$125,000 for HSC faculty, physician and nursing and allied health position)	Chancellor/Equivalent - \$100,000 or below		President Approval: ●Pre-approval of base salary range with midpoint ≥ \$250,000 ●Appointment with salary ≥ \$250,00 not based on a pre-approved range.	Chancellor/Equivalent - All other appointments.
13	Appointments/Extensions - University Administration Exec Level and Chancellors or Equivalent	Board Approval			Board Approval - No Change		
14	Base Salary Ranges - Any Actions	Board Approval - Salary exceeds \$125,000	President Approval - Salary Between \$124,999 and \$100,000	Chancellor/Equivalent - Salary is less than \$100,000		President Approval: ●Pre-approval of base salary range with midpoint ≥ \$250,000 ●Appointment with salary ≥ \$250,00 not based on a pre-approved range.	Chancellor/Equivalent - All other appointments.



LSU DELEGATED AUTHORITY OT EXECUTE PERSONNEL ACTIONS- CURRENT REQUIREMENTS & RECOMMENDATIONS

Action Alpha Order

	Action	CURRENT APPROVAL LEVELS			RECOMMENDATIONS		
		Board	President	Chancellor or Equivalent	Board	President	Chancellor or Equivalent
15	Classified to Unclassified Position, Conversion of		President Approval				Chancellor/Equivalent or their designee.
16	Creation - Any New Position		President Approval			President Approval - Vice Chancellor/Equivalent or above.	Chancellor/Equivalent Approval - Lower than Vice Chancellor/Equivalent.
17	Effort Percentage Exceeds 100%		President Approval		Remove this action - it is not used.		
18	Emeritus Status	Board Approval - Less than 10 yrs Service	President Approval - Greater than 10 ys service				Chancellor/Equivalent or provost
19	Filling Faculty Position Made Vacant by Lay-off		President Approval		Remove this action - It is not needed.		
20	Honoraria Payment or Travel Reimbursement		President Approval - Excess of \$10,000	Chancellor/Equivalent - Less than \$10,000	Remove this action from this policy- not personnel related		
21	Honorary Degrees	Board Approval			Remove this action from this policy- not personnel related		
22	Joint Appoint Between Campuses Totaling >100%	Board Approval			Remove this action - it is not used		
23	Leave - Educational or Sabbatical	Board Approval - Excess 3 months		Chancellor/Equivalent - Less than 3 months			Chancellor/Equivalent
24	Leave Without Pay	Board Approval - Excess of 1 year		Chancellor/Equivalent -1 Year or Less		President Approval - Excess of two years.	Chancellor/Equivalent - 2 years or less.
25	Promotion - Faculty Rank	Board Approval					Chancellor/Equivalent or provost
26	Retrospective Compensation of Any Type	Board Approval					Chancellor/Equivalent - If base pay increases not fully approved within 90 days of effective date.
27	Salary Decreases - Campus Executive Level	Board Approval				President Approval	
28	Salary Decreases - University Administration Exec Level and Chancellor or Equivalent	Board Approval			Board Approval - No Change		
29	Salary Increases - General	Board Approval - New salary exceeds \$125,000 or if for Exec Staff	<ul style="list-style-type: none"> <li>President Approval - For across the board plans;</li> <li>Also if new salary exceeds \$100,000 and/or increase is above 15%</li> </ul>	Chancellor/Equivalent - If salary is less than \$100,000 and increase less than 15%		President Approval: <ul style="list-style-type: none"> <li>Increase in excess of 30% for positions with base salary of \$100,000 or greater.</li> <li>Salary increase in excess of 15% for campus executive level employees unless increase is due to promotion.</li> </ul>	Chancellor/Equivalent - All other increases.
30	Salary Increases - University Administration Exec Level and Chancellors or Equivalent	Board Approval			Board Approval - If greater than 15%	President Approval - If 15% or less	
31	Salary Supplements from Foundation Funds	Board Approval					Chancellor/Equivalent
32	Salary Thresholds	Not applicable.	Not applicable.	Not applicable.		President should review salary threshold amounts periodically and may increase them by up to 10% for every 3 year period.	

**LSU DELEGATED AUTHORITY OF EXECUTE PERSONNEL ACTIONS- CURRENT REQUIREMENTS & RECOMMENDATIONS**

Action Alpha Order

		CURRENT APPROVAL LEVELS			RECOMMENDATIONS		
	<u>Action</u>	<u>Board</u>	<u>President</u>	<u>Chancellor or Equivalent</u>	<u>Board</u>	<u>President</u>	<u>Chancellor or Equivalent</u>
33	Special Leave with Pay or Benefits	Board Approval - Excess 30 days		Chancellor/Equivalent - 30 days or less		President Approval	
34	Tenure - Delay Beyond Established Time		President Approval				Chancellor or Equivalent with Justification
35	Tenure/Rolling Tenure - Granting Regardless of Whether Combined With Other Action	Board Approval					Chancellor/Equivalent, or Provost
36	Termination - Campus Executive Level	Board Approval				President Approval	
37	Termination - Faculty with Tenure or Rolling Tenure	Board Approval					Chancellor/Equivalent
38	Termination - Unclassified			Chancellor or Designee			Chancellor/Equivalent, provost or their designee - No Change
39	Terminations - University Administration Exec Level and Chancellor or Equivalent	Board Approval			Board Approval - No Change		

**Summary of Old Approvals**

25 Board Actions  
 15 President Actions  
 10 Chancellor/Equivalent Actions  
 TOTAL = 50

**Summary of New Approvals**

6 Board Actions  
 14 President Actions  
 21 Chancellor/Equivalent Actions  
 7 Removal of actions not needed in this policy.  
 TOTAL = 41

**Meaning of Shading**

No Shading = No change  
 Yellow = A change has been made.  
 Purple = Removal of action.  
 Green = New action.



## **Request from Paul M. Hebert Law Center for authorization to implement a Retirement Incentive Plan**

To: Members of the Board of Supervisors

Date: December 12, 2014

Pursuant to paragraph D of Article VII, Section 8 of the Board Bylaws, the following is provided:

### **1. Significant Board Matter**

This matter is a “significant board matter” pursuant to the following provisions of Article VII, section 8 of the Bylaws:

D.1 Any matter having a significant fiscal (primary or secondary) or long term educational or policy impact on the System or any of its campuses or divisions.

### **2. Summary of the Matter**

In order to provide the LSU Paul M. Hebert Law Center (“the Law Center”) with much-needed flexibility in its financial and personnel planning going forward, the Law Center proposes a retirement incentive plan (“the Plan”) to encourage voluntary retirement by tenured faculty who are eligible to retire under either TRSL or ORP and who will have attained the age of sixty-five (65) on or before June 30, 2015. Individuals with the administrative title of Chancellor or Vice Chancellor are not eligible to participate in the Plan. The Law Center anticipates that by offering these incentive payments, some tenured faculty members who are considering retirement in the near future will choose to retire earlier than they otherwise would have, allowing the Law Center additional budgetary and personnel flexibility to help address future strategic needs at the Law Center. The proposed Plan was approved by the President on November 6, 2014.

The Plan limits participation only to tenured faculty members who are eligible for regular retirement under existing statutes and regulations and who shall have attained the requisite age by the last day of the current fiscal year. There are seven (7) faculty members eligible to participate under this Plan. Incentive payments under the Plan are in fixed amounts prescribed by the schedule that is included in the Plan. Rehiring of participating employees for continued teaching after the lapse of one year is limited to the criteria in Section 4 of the Plan, and must comply with all statutes and regulations governing the applicable retirement system. The maximum incentive payment to any one employee cannot exceed \$250,000. The maximum total amount of all incentive payments if all eligible faculty members were to take advantage of the plan would be \$1.36 million. The Law Center may elect to withdraw the Plan altogether if fewer than four (4) faculty members choose to participate.

The Plan was distributed to eligible faculty members on November 7, 2014. Under the Plan, eligible faculty members have 45 days, or until December 22, 2014 to decide whether to participate in the Plan. In addition, eligible faculty members have a grace period of an additional seven days after acceptance to withdraw their election to participate. An election to participate and to retire is irrevocable if not timely withdrawn.

### **3. Review of Fiscal Impact**

If all eligible faculty members participate, the Law Center expects to realize a savings of \$1.25 million in Fiscal Year 2016-17 and savings of \$1.12 million in Fiscal Years 2017-18 and 2018-19 and in subsequent fiscal years as a result of the implementation of the Plan (inclusive of the fringe benefits that will not be charged). If fewer than all eligible faculty members participate in the Plan, the projected savings are less than these amounts, depending on the number of participants. These savings will provide budgetary and personnel flexibility for the Law Center, and can also be reinvested in targeted priorities.

To fund the Plan, LSU A&M has agreed to loan the Law Center 50% of the cost of the incentive program due under the Plan up to a total of \$700,000 to be paid back in the ensuing three fiscal years. The Law Center has accepted this arrangement. The projected savings from the Plan include provision for repayment of the amount loaned by LSU A&M as well as restoration of the Law Center's own funds that will be used for the program.

### **4. Review of Documents Related to Referenced Matter**

The 2014 Faculty Retirement Incentive Plan has been reviewed by the Office of the General Counsel and has been approved by the LSU President & Chancellor.

### **5. Certification of campus (or equivalent) re. Art. VII, Section 8.E**

The certification has been provided.

### **ATTACHMENTS:**

- A. LSU Paul M. Hebert Law Center 2014 Faculty Retirement Incentive Plan

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the implementation of the LSU Paul M. Hebert Law Center 2014 Faculty Retirement Incentive Plan as outlined in Attachment A.

**LSU Paul M. Hebert Law Center  
2014 Faculty Retirement Incentive Plan  
November 7, 2014**

**Section 1. Eligibility**

To be eligible to participate in the 2014 LSU Paul M. Hebert Law Center Retirement Incentive Plan, an individual must meet all of the following criteria:

- A. The individual must be a tenured member of the LSU Paul M. Hebert Law Center faculty.
- B. The individual must be eligible for retirement under (i) the Teachers' Retirement System of Louisiana (TRSL) on or before June 30, 2015, must meet one of the regular retirement eligibility requirements for TRSL, and must have attained the age of 65 on or prior to June 30, 2015; or (ii) be enrolled in ORP, and, on or before June 30, 2015, meet the same regular retirement eligibility criteria that are required for TRSL members, and have attained the age of 65 on or prior to June 30, 2015. Any form of retirement not considered a regular retirement is not eligible for this plan. All creditable retirement service must be calculated in accordance with the regular provisions of TRSL.
- C. The individual must have been employed with the Law Center on a regular appointment (i.e. exclude appointments such as adjunct, temporary, student, transient, etc.) as of July 1, 2014.
- D. For a joint employee, the individual must be paid greater than 50% by the Law Center using his or her regular account splits as of July 1, 2014.
- E. The individual must retire directly from state service, meaning that he or she must be in employment status with the Law Center on the day immediately preceding the first day of retirement.
- F. This plan is not applicable to resignations not accompanied by retirement.
- G. Individuals with the administrative title of Chancellor or Vice Chancellor are not eligible to participate in this plan.
- H. The names of all individuals meeting the criteria for participation in this plan are (in alphabetical order): Paul R. Baier, Joseph T. Bockrath, William E. Crawford, John J. Costonis, P. Raymond Lamonica, Alain A. Levasseur, and Edward P. Richards.

## **Section 2. Plan Time Frame**

- A. *Application Timeframe.* Individuals who wish to participate must complete a special retirement incentive application form along with the regular retirement system application documents and submit them to the Law Center Human Resources Management (HRM) Office no later than the close of business, December 22, 2014. The date and time of submission shall be determined in accordance with the provisions of Section 2.E, below.
- B. *Required Documents.* Although it is preferred that the employee complete the entire retirement application package required by the applicable retirement system, this may not always be possible or practical. Therefore, the employee will be considered as having met the requirement to submit the regular retirement system application forms if he/she completes and submits by December 22, 2014, the forms noted below, along with the Law Center faculty retirement incentive application form. This does not release the employee from submitting **all** additional forms, documents, and information required by the retirement system in accordance with the manner and timeframes established by the retirement system.
- a. TRSL – Submit one of the following:
    - i. Service Retirement - for Employees Who Have Not Been In DROP: Application for Service Retirement (Form 11 A) – Sections 1 and 3
    - ii. Employees In or After DROP: Termination of Employment at End of Drop Participation/Employment (Form 11H) – Sections 1, 2, & 5.
  - b. ORP - ORP Retirement with Resignation Form
  - c. Other sections, such as those designating the beneficiary and survivor options, and other supporting documents may be completed at a later date within the regulations of the applicable retirement system. Except for the "grace period" described below, and except as provided below in Section 5.E, an election to participate is irrevocable. The employee's employment with the Law Center will end on the specified retirement date, that is, June 30, 2015. If for any reason the employee elects not to separate by retirement as of the specified retirement date, the employee's employment with the Law Center will end but the Incentive Payment will not be payable. Blank forms may be obtained by contacting the Law Center HRM Office or at the following web address:  
  
<http://www.law.lsu.edu/index.cfm?geaux=hrm.home>
- C. *Retirement Effective Dates.* Employees who participate must set their retirement date at June 30, 2015.

- D. *Grace Period.* For a period of seven calendar days after an individual submits the documents required to participate in this retirement incentive plan, as specified in Section 2.B above, he/she may revoke his or her election to participate. This grace period will expire at the end of the seventh calendar day after the required documents are submitted in accordance with the provisions of Sections 2.A and 2.B, above, except that if the seventh calendar day falls on a weekend or holiday, the grace period will expire at the end of the first working day thereafter. An individual's revocation of his/her election to participate in this retirement incentive plan must be in writing and must be received by the Law Center HRM Office before the expiration of this grace period. This grace period has no effect upon retirement system requirements or effective dates. An individual who submits the required documents and revokes his or her election to participate pursuant to this Section 2.D may not again elect to participate.
- E. *Method of Submitting Documents.* No election to participate shall be effective unless the Law Center HRM Office receives originals of all documents required to be submitted under Sections 2.A. and 2.B., and, to the extent applicable, 2.D., above. For purposes of meeting all deadlines set forth in this plan, application forms and other documents may be submitted by fax or e-mail attachment. For purposes of this section, applications are considered submitted as of the date and time of electronic transmission so long as the original documents are sent by mail or overnight courier to the Law Center HRM Office within two business days following the date on which the fax or e-mail was sent. The employee must send the original documents in a manner that establishes proof of sending, such as certified mail or the receipt from an overnight delivery service such as FedEx or UPS. For example, if the documents are e-mailed on a Friday, the originals must be sent by certified mail or deposited with an overnight courier service by close of business the following Tuesday. The Law Center Chancellor or his designee shall make the final determination as to what constitutes acceptable proof of mailing.
- F. An election to retire and accept the Incentive Payment offered under this retirement incentive plan shall not be effective until after the expiration of the grace period described above. Note also that the retirement may not be effective until on or after the date the employee meets the application retirement system requirements. All applicable retirement system application requirements must be met.

### **Section 3. Incentive Payment**

- A. The Incentive Payment will be a *one-time* payment up to the maximum amount stated below in an amount equal to the sum of (i) 100% of the employee's regular, permanent Law Center salary, including professorship stipends, as of

October 1, 2014 (the “Base Incentive Payment”) and (ii) any service bonus due, as defined in Section 3.B below. Payments will be subject to all applicable state and federal tax laws and regulations, and all applicable state and federal retirement system laws and regulations. Retirement contributions will not be deducted from payments, nor will the payments count as compensation to be included in their final average compensation calculation. The maximum Incentive Payment (inclusive of any service bonus to be paid in conformity with Section 3.B) will be \$250,000.

- B. A participating employee will be entitled to a service bonus in the following amount if he or she has been actively employed *at the Law Center* on a full-time basis for thirty (30) years or more, exclusive of leaves of absence and any interruptions in active employment at the Law Center:
- a. 30 to 39 years—10% of the Base Incentive Payment due to the employee
  - b. 40 to 49 years—20% of the Base Incentive Payment due to the employee
  - c. 50 years or more—30% of the Base Incentive Payment due to the employee.

For purposes of determining whether an employee is entitled to a service bonus as provided in this Section, an employee’s length of service at the Law Center shall be determined solely in conformity with this Section and not by reference to his or her length of service or creditable service for any other purpose, including, without limitation, for purposes of any retirement plan such as TRSL or ORP.

- C. The Incentive Payment will be issued July 15, 2015, or, if later, after the effective retirement date and within 10 business days after all forms, documents, and information required by the retirement system in accordance with the manner and timeframes established by the retirement system have been fully submitted, accepted and have become effective.

#### **Section 4. Rehire of Participating Employees**

- A. Should a participating employee desire to continue teaching at the Law Center after he or she retires in conformity with this plan, the Law Center will rehire the employee on an annual basis to teach, at the employee’s election, one or two courses and/or seminars during each of the first two academic years beginning not less than twelve months following the effective date of his or her retirement (i.e., AY 2016-17 and 2017-18) at an annual compensation of \$18,000 per year payable in twelve equal monthly installments. The appointment of a rehired employee shall be terminable upon 30 days’ notice if the Chancellor of the Law Center with the concurrence of a majority of the Law Center Promotion & Tenure Committee determines that the employee is no longer capable of providing effective instruction to Law Center students, in which case no further compensation under this section shall be due.



- B. Reemployment of the retiree must comply with all statutes and regulations governing the applicable retirement system;
- C. Reemployment of the retiree must comply with all LSU System policies on reemployment of retirees, and no prior informal or formal agreements relating to same shall be binding;

### **Section 5. Other Provisions**

- A. In addition to the Incentive Payment and the opportunity to continue teaching at the Law Center as described in Section 4, a participating employee shall be entitled to the following:
  - a. Continued use of his or her current Law Center office for as long as the Chancellor determines that the office is not needed for another faculty member or another purpose, and continued use of an office in the Law Center thereafter.
  - b. Secretarial assistance to the employee with respect to any continued teaching at the Law Center and with respect to published scholarship or scholarly presentations identifying the employee's *emeritus* affiliation with the Law Center.
  - c. A travel and conference budget in the amount of \$3000 for each of the academic years for which a participating employee may be rehired pursuant to Section 4.A above, subject to the same terms and conditions applicable to the expenditure of similar budgets by active tenured members of the Law Center faculty.
  - d. Subject to the approval annually of the Law Center tenured and tenure-track faculty, attendance at all meetings of the tenured and tenure-track faculty except for meetings at which the hiring, promotion, and/or tenure of a member of the Law Center faculty is to be considered or discussed, and at all informal lunches, "brown bags", and similar faculty events. A participating employee, however, shall not be entitled to vote at faculty meetings after the effective date of his or her retirement.
- B. In addition to the items set forth in Section 5.A above, the Chancellor of the Law Center shall recommend that the President and the Board of Supervisors confer *emeritus* status on each participating employee and shall use his best efforts to secure favorable action by the President and the Board of Supervisors on that recommendation.
- C. Employees are reminded that use of annual and sick leave immediately preceding retirement must be approved through normal procedures and must be in

conformity with applicable Presidential Memoranda.

- D. Employees may not participate in this plan unless they have also met all applicable requirements of their retirement system.
- E. Upon the expiration of the last to occur of any applicable grace period for participating employees provided for in Section 2.D above, the Law Center may revoke this plan in its entirety if fewer than four (4) eligible employees have submitted and not withdrawn binding and effective elections to participate in the plan. If the Law Center elects to revoke the plan, the Law Center will notify each such employee in writing within five (5) business days following the last day of the grace period for participating employees provided for in Section 2.D above. If the plan is revoked in conformity with this Section, it shall be null and void in its entirety and no employee shall have any rights under the plan, including without limitation, any right to an Incentive Payment.
- F. Unless the Law Center revokes this plan in its entirety in conformity with Section 5.E, the decision to retire and/or terminate employment with the Law Center is *irrevocable* once the applicable 7-day grace period described in Section 2.D above has expired. Absent such revocation, the employee's employment with the Law Center will end on June 30, 2015. If for any reason the employee, after his or her election to retire and/or terminate employment has become irrevocable, elects not to separate by retirement or if the employee fails to comply with applicable retirement system plan application procedures or rules (e.g., completion of supporting forms) and therefore does not become a retiree from the retirement system without a break in service, the employee will not receive the Incentive Payment and *will still be separated from employment with the Law Center*. However, if the Law Center determines that the employee complied with the relevant application procedures and rules, but was determined to be ineligible for retirement, the employee will not receive the Incentive Payment but may remain employed with the Law Center with no break in service.
- G. This plan is subject to the approval of the Board of Supervisors. The Law Center through its Chancellor or his designee reserves all rights to interpret the provisions of this plan. The plan may be modified if necessary with proper notice to employees. The plan may be withdrawn at any time, except that all applications for participation that are complete and effective as of the date the plan is withdrawn will be honored upon the effective date of retirement if the plan has not been revoked or is not revoked thereafter in conformity with Section 5.E.

**This plan is offered to eligible employees of the LSU Paul M. Hebert Law Center on this 7th day of November, 2014.**

  
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Jack M. Weiss, Chancellor

**RECOMMENDATION TO AMEND SCHEDULE B-2 OF THE LOUISIANA  
STATE UNIVERSITY ATHLETICS TICKET, PARKING, AND TRADITION  
FUND POLICY**

**To: Members of the Board of Supervisors**

**Date: November 11, 2014**

Pursuant to Article VII, Section 8. D. 5.d. of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a “significant Board matter.”

D. 5.d. Any matter the Board hereafter determines to require Board approval.

**1. Summary of Matter**

The University proposes changing the individual ticket price for a gymnastics meet in selected lower (100 Level) sections and middle (200 Level) sections of the Pete Maravich Assembly Center (PMAC) as shown on Schedule B-2. The individual ticket price for “Adults” will change from \$5 to \$8 per seat and the individual ticket price for “Youth” will change from \$3 to \$5 per seat. The season ticket prices of \$25 for “Adults” and \$15 for “Youth” will remain the same. The purpose of these proposed changes to the price structure is to maintain the value of a season ticket versus purchasing individual game tickets. General admission prices in the remaining middle (200 Level) sections and all of the upper (300 Level) sections of the PMAC will also remain at their current price of \$5 for “Adults” individual tickets and \$3 for “Youth” individual tickets.

The amendment to the policy will be effective starting with the 2015 women’s gymnastics season.

**2. Review of Business Plan**

Not applicable.

**3. Fiscal Impact**

Less than 1,000 seats will be impacted by this adjustment. It is hoped that the new price structure will increase season ticket sales which should generate an increase in revenues.

**4. Description of Competitive Process**

Not applicable.

**5. Review of Legal Documents**

None.

**6. Parties of Interest**

None.

**7. Related Transactions**

None.

**8. Conflicts of Interest**

None.

**Attachments**

None.

**Recommendation**

It is recommended that the LSU Board of Supervisors adopt the following resolution:

“WHEREAS, Louisiana State University maintains a comprehensive policy for tickets, parking, and the tradition fund for athletic events, known as the Athletics Ticket, Parking, and Tradition Fund Policy, also included is the ;

WHEREAS, the President & Chancellor has recommended this alteration to the Athletics Ticket, Parking, and Tradition Fund Policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that it hereby approves to amend this schedule included in the Athletics Ticket, Parking, and Tradition Fund Policy.”

# SCHEDULE B-2 GYMNASTICS PRICING - FY 2015

## Gymnastics

### Season Ticket Price

#### Reserved Seating

101-106; 111-116; 201-208 215-221	\$25 - Adults \$15 - Youth
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#### Students

107-110; 209-214	Free w./ ID
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### Individual Pricing

#### Reserved Seating

101-106; 111-116; 201-208 215-221	\$8 -Adults \$5 -Youth
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#### General Admission

222-228 & 300 Level	\$5 - Adults \$3 - Youth \$2 -Groups (10 or more)
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## LSU GYMNASTICS SEATING CHART

