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LSU BOARD OF SUPERVISORS MEETING

*Stadium Club South, Tiger Stadium  
North Stadium Drive, Baton Rouge, LA 70803  
Friday, August 6, 2021 | 10:00 a.m. CT*

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
  - A. Academic & Research Committee
    1. Report on Return to Class and COVID Mitigation
    2. Request from LSU A&M to Establish the Graduate Certificate in Estate Planning and Taxation
    3. Request from LSU A&M to Reauthorize the Admissions Policies Related to Standardized Tests for a Limited Term
    4. Request from LSU A&M for Continued Authorization of the Horace C. Hearne, Jr. Institute for Theoretical Physics
    5. Request from LSU Health Sciences Center – New Orleans for Continued Designation of the Alcohol and Drug Abuse Center of Excellence
  - B. Finance Committee
    1. Request to Authorize the University to Enter Into a Contract for Third Party Administrator Services for the LSU First Health Plan
    2. Request from LSU Shreveport to Authorize a Change to Institutionally Funded Scholarships for First-Time Freshmen
    3. Request to Authorize the University to Enter Into a Contract for Full Insured LSU First Retiree Medicare Advantage Plan
    4. Request to Authorize the University to Renew the Contract for Pharmacy Benefit Manager Services for the LSU First Health Plan
  - C. Property & Facilities Committee
    1. Request from LSU A&M to Approve a Consent to Financing for Delta Kappa Epsilon
  - D. Affiliated Organization Oversight Committee
    1. Request from Pennington Biomedical Research Center to Approve the Development Agreement with the Pennington Biomedical Research Foundation
  - E. Athletics Committee
    1. Request from LSU A&M to Approve Contract for Women's Basketball Head Coach
    2. Request from LSU A&M to Amend Contract for Softball Head Coach
    3. Request from LSU A&M to Approve Contract for Women's Golf Head Coach
    4. Request from LSU A&M to Approve Term Sheet for Head Baseball Coach
    5. Request from LSU A&M to Approve Contract for Assistant Coaches

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*

- F. Audit Committee
  - The Audit Committee will meet at 8:30 a.m. in Tiger Den Suites*
  - 1. 4<sup>th</sup> Quarter Audit Summary
  - 2. Report of Investigative Matters
- V. Reconvene Board Meeting
- VI. Update from Office of Civil Rights and Title IX
- VII. Consideration of Amendments to Bylaws and Regulations
  - A. Consideration of Amendments to the Bylaws
  - B. Consideration of Amendment to the Rules and Regulations
- VIII. Approval of Board Minutes of the June 18, 2021 Board Meeting
- IX. Approval of Personnel Actions
- X. Reports to the Board
  - A. FY21 4<sup>th</sup> Quarter Consolidated Investment Report
- XI. Reports from Council of Staff Advisors and Council of Faculty Advisors
- XII. President's Report
- XIII. Approval of Committee Reports
- XIV. Chair's Report
- XV. Adjournment

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*

LSU BOARD OF SUPERVISORS MEETING

*Tiger Den Suites, Tiger Stadium  
North Stadium Drive, Baton Rouge, LA 70803  
Friday, August 6, 2021 | 8:30 a.m. CT*

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- I. 4<sup>th</sup> Quarter Audit Summary
- II. Report of Investigative Matters  
*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*



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## Board of Supervisors

### ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021



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## Board of Supervisors

### Request from LSU A&M to Establish a Graduate Certificate in Estate Planning and Taxation

**Date:** August 6, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

#### 2. Summary of Matter

LSU A&M is requesting approval to establish the Graduate Certificate in Estate Planning and Taxation. This 16- hour certificate will be offered to J.D. students within the Paul M. Hebert Law Center. Estate planning and related courses have been given short shrift at many law schools. This neglect, coupled with increasing demand in the field, suggests that the Law Center is well positioned to further develop programming in the estate planning arena. Moreover, the Law Center has existing resources that naturally support the development of an estate planning program. A number of full-time faculty routinely teach the core courses related to estate planning and taxation. The Law Center has a historically strong reputation in tax law, and the tax courses have received renewed student interest in recent years. Finally, the modern estate planning practice increasingly involves international assets and property rights. LSU Law's civil law tradition and extensive offerings in comparative and international law uniquely prepare students to understand those issues.

Estate Planning has become a growth area in the legal profession. The Baby Boomers (born between 1946 and 1964 and currently about 54-73 years old) make up nearly 20% of the U.S. population. As the Baby Boomers continue to age, legal work relating to estate planning, administration, and related controversies grows. Yet, many lawyers that practice in these areas are looking to retire. There is - and will continue to be - a real demand in the field. Of course, the global pandemic has brought the need for skilled estate planning attorneys into greater focus-- particularly with respect to end-of-life issues. Many Americans have realized that planning for the future is not reserved for persons already retired or nearing the typical end of life.

Fall 2020 also marks the 50<sup>th</sup> year of LSU's annual Estate Planning Conference - the oldest conference of its kind in the state, which provides continuing legal education (CLE) credits for legal professionals. No school in Louisiana offers a certificate of this kind, and only a handful in our geographic region offer similar certificates. The proposed certificate may help attract students to the Law Center, since relevant and marketable certificate programs have traditionally been an attractive option to students as they consider different law schools. This certificate will help students who complete it to market themselves to employers as well as to LL.M. (post-J.D. master of laws) programs in taxation.

#### 3. Review of Business Plan

LSU Law's recent enrollments in the courses included in this certificate suggest there is sufficient student demand. Though enrollments in these courses were on a generally upward trajectory

prior to the global pandemic, COVID-19 appears to have increased student interest. For instance, enrollments in Common Law Trusts, Estates, and Fiduciary Responsibility (a core required course in the certificate) have traditionally ranged from 20-50 students. This spring, 107 students enrolled in the course. Estate Planning & Taxation Practice has always been a popular course. This spring, however, demand was sufficiently high to offer two sections of the course. Enrollments in the tax courses are also on the rise.

Based on these course enrollments and completions in the Graduate Certificate in Energy Law and Policy, LSU Law anticipates 5-10 completers each year.

#### **4. Fiscal Impact**

The certificate program will be housed within the Law Center and only offered to J.D. students. It will not require additional faculty, facilities, and equipment at this time. The certificate requirements can be met with existing courses. Therefore, there are no major costs, only revenue for the program.

#### **5. Description of Competitive Process**

Not Applicable

#### **6. Review of Legal Documents**

Not Applicable

#### **7. Parties of Interest**

Not Applicable

#### **8. Related Transactions**

Not Applicable

#### **9. Conflicts of Interest**

Not Applicable

#### **10. Attachments**

Not Applicable

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Graduate Certificate in Estate Planning and Taxation.



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## Board of Supervisors

### **Request from LSU A&M to Reauthorize the Admissions Policies Related to Standardized Tests for a Limited Term**

**Date:** August 6, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

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

On Dec. 4, 2020, the Board of Supervisors approved a resolution to allow campuses to temporarily suspend a requirement for standardized test scores. At the time, COVID prevented standardized test administrators from giving the tests at the scheduled time and/or in sufficient facilities.

It is currently not known how test administrators will cope with the Delta strain of COVID and make provisions for the administration of exams. The University is now accepting applications for the 2022-23 entering classes, and students should be aware of the documentation requirements for admissions.

The proposed authority would only apply to students applying for admission in academic terms that start during the 2022-23 academic year.

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

N/A

#### **4. Fiscal Impact**

None.

#### **5. Description of Competitive Process**

None.

**6. Review of Legal Documents**

None.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the extension of the authorization to remove the requirement of a standardized test score to apply to terms and sessions starting in Academic Year 2022-23.





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## Board of Supervisors

### **Request from the LSU A&M for Continued Authorization of the Horace C. Hearne, Jr. Institute for Theoretical Physics**

**Date:** August 6, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

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

LSU A&M requests continued, five-year approval of the Horace C. Hearne, Jr. Institute for Theoretical Physics. The Institute was initially granted five-year approval by the Board of Regents on October 26, 2006, again on June 23, 2011, and most recently on August 24, 2016.

In 1994, Horace Hearne, Jr. left in his will funds for the endowment of two chairs in theoretical physics at LSU and requested that an Institute of Theoretical Physics be established, with two chair positions serving as anchors for the institute. Dr. Jorge Pullin was hired in 2001 as the first Hearne Chair and Dr. Jonathan Dowling joined LSU in 2004 as the second chair. Together, they served as co-directors for the institute and reported to the Dean of the College of Science. The institute also has 16 associated faculty, who are LSU faculty members or faculty from other institutions with adjunct appointments at LSU. Dr. Dowling passed away in 2020 and his position as Hearne Chair and co-director of the Institute has been vacant ever since. Dr. Pullin is heading a search committee in the Department of Physics and Astronomy to appoint a replacement for the second Hearne Chair.

The Hearne Institute fosters research in the areas of quantum technologies and gravitational physics, which are research foci for the two Hearne chairs. The institute specializes in exploring interdisciplinary new topics in theoretical physics that would not normally be undertaken in its absence. Collaborative areas of research include quantum gravity (the application of quantum mechanics to the gravitational field), precision science (the use of gravitational and quantum effects to synchronize GPS satellites), and the use of advanced quantum optics techniques for the development of gravitational wave detectors like the LIGO project. The appointment of a new Hearne Chair could potentially somewhat shift or broaden the thematic areas of the Institute.

The institute has produced over 130 refereed publications and obtained extramural support at a very significant level for theoretical activities. It has also attracted some of the leading young relativists in the nation such as former assistant professor Luis Lehner, who was awarded a Sloan Fellowship and a substantial grant from the National Science Foundation. Additionally, current professors Parampreet Singh and Ivan Agullo have received NSF CAREER grants and received international prizes at this early stage of their careers. The institute also has formal ties with research groups in Spain, Germany and South America, emphasized by NSF Funding from the Division of International Programs and the Division of Physics throughout the years.

Gravitational physics is one of the fastest growing areas of research in physics. This is due to the interest of both the NSF and the NASA in the detection of gravitational waves, which are waves in the gravitational field that are analogous to the radio waves of the electromagnetic field. The final challenge of theoretical physics is the unification of Einstein's theory of relativity, which describes gravitation, with the theory of quantum mechanics, which so successfully describes interactions among subatomic particles. This unification is currently being pursued through two main approaches: string theory and loop quantum gravity. The Hearne Institute does research in loop quantum gravity and has made contributions in some limited aspects of string theory. Funding for these activities at LSU is provided by NSF, and in the past from the Research Corporation, the John Templeton Foundation, and the Sloan Foundation.

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

The Institute has funding stemming from the endowment of the two chairs, in the amount of approximately \$100,000 per year. These funds are already secured and are independent of success in obtaining external funding from non-state funds. In addition to this, the two chairs also have had a high level of external funding from mostly federal sources such as the Air Force Office of Scientific Research, the Army Research Office, the Defense Advanced Research Projects Agency, and the National Science Foundation. The Institute also receives federal funding for graduate student support from the Department of Defense and the Department of Commerce.

### **4. Fiscal Impact**

Although the costs associated with the Institute are covered sufficiently by the endowment of the two chairs, external grant awards from associate faculty are pending. Based on the historical success of the institute in securing external funding, the institute expects to receive over \$700K per year from grants and contracts for the next five years.

### **5. Description of Competitive Process**

Not Applicable

### **6. Review of Legal Documents**

Not Applicable

### **7. Parties of Interest**

Not Applicable

### **8. Related Transactions**

Not Applicable

### **9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU A&M for continued authorization of the Horace C. Hearne, Jr. Institute for Theoretical Physics.



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## Board of Supervisors

### Request from the LSU Health Sciences Center – New Orleans for Continued Designation of the Alcohol and Drug Abuse Center of Excellence

**Date:** August 6, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

#### 2. Summary of Matter

The LSU Health Sciences Center – New Orleans requests continued designation of the Alcohol and Drug Abuse Center of Excellence for another five years. The Alcohol and Drug Abuse Center of Excellence (ADACE) was first authorized by the LSU Board and the Regents in 1991, and was originally named the Center for the Study of Alcohol and Drug Abuse. Since its establishment as a Center of Excellence in 2016, it has demonstrated continual success in obtaining peer-reviewed funding, in expanding interdisciplinary research and training opportunities, and in providing community support on the significant issues revolving around alcohol and drug abuse in the State.

The ADACE was developed by combining the expertise of three departments in the School of Medicine – Physiology, Pulmonary/Critical Care, and Pharmacology. At that time, research in the Physiology Department was predominantly focused on alcohol and sepsis, whereas research in Pulmonary/Critical Care Medicine was focused on alcohol and HIV infection. At the same time, researchers in the Pharmacology Department were studying the effects of drugs of abuse on autonomic function. ADACE faculty are a cross-departmental, multidisciplinary team of scientists focused on conducting research that examines 1) the biomedical consequences of alcohol and drug abuse and 2) the neurobiological mechanisms that drive alcohol and drug abuse. The ADACE provides the scientific environment and infrastructure to perform preclinical and clinical translational studies on alcohol and drug abuse.

As clear evidence of ADACE's impact and ongoing success, over the past five years, since its last renewal, ADACE investigators have been awarded more than \$37 million in extramural funding and have trained 65 undergraduates, 39 graduate students, and 25 postdoctoral fellows in biomedical research on alcohol and drug abuse.

#### Highlights of Key Accomplishments

- Successful funding of an NIAAA T32 training grant in 1999. This training grant has been continuously funded and provides training opportunities for pre- and postdoctoral fellows. In 2012, training opportunities were expanded by an NIAAA-funded T35 Medical Student Alcohol Research Internship award. In 2019, training opportunities were further expanded by an NINDS-funded R25 Enhancing Neuroscience Diversity through Undergraduate Research Education Experiences (ENDURE) Program,

extending the range of training opportunities within ADACE from the undergraduate to the post-graduate levels.

- Leadership in institutional and scientific community efforts to address race-based disparities in science and medicine, including NIH U54 Faculty Institutional Recruitment for Sustainable Transformation (FIRST) Cohort applications, Perspectives Against Racism Forums, and a partnership with the Vice Chancellor of Diversity and Inclusion for recruitment and retention of diverse faculty and trainees from historically underrepresented groups.
- The only NIAAA-funded P60 center grant in the state, focused on the biomedical consequences of HIV infection in alcohol-using and -abusing populations, which has produced significant insights for integrating biological findings with clinical and behavioral aspects of disease transmission, progression and treatment.
- Expansion of the neurobiology of alcohol and drug dependence research area, with a major goal to identify neurochemical targets that may be manipulated to reduce excessive alcohol and drug use, and also to mitigate other negative alcohol- and drug-related outcomes.
- Continued research on addiction comorbidities, with several collaborative grant submissions and awards from NIH and CDMRP, and the addition of nicotine effects on the cardiopulmonary system.

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

Since 2016, the ADACE has acquired on average \$6.2 million annually from NIAAA, NIDA, NINDS funding agencies. In general, ADACE funding is derived from extramural funding such as this and institutional support. The plan for the next five years to ensure future viability will continue to rely on 1) external new funds secured by ADACE faculty; 2) institutional support from the LSUHSC School of Medicine Dean's Office; and 3) donations through the LSU Health Foundation. The mission of the LSU Health Foundation is to provide support to the six professional schools and eight centers of excellence comprising LSUHSC.

### **4. Fiscal Impact**

The LSUHSC-NO Alcohol and Drug Abuse Center of Excellence anticipates revenues of roughly \$8 million per year over the next five fiscal years.

### **5. Description of Competitive Process**

Not Applicable

### **6. Review of Legal Documents**

Not Applicable

### **7. Parties of Interest**

Not Applicable

### **8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences - New Orleans for continued designation of the Alcohol and Drug Abuse Center of Excellence.



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## Board of Supervisors

### FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021



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## Board of Supervisors

### **Request to Authorize the University to Enter Into a Contract for Third-Party Administrator Services for the LSU First Health Plan**

**Date:** August 6, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1H

H. Major Contracts

Any Contract or series of related contracts that are significant.

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

LSU First is the university's self-funded health insurance program. It covers approximately 20,000 lives. The plan partners with a third-party administrator (TPA) to administer claims in a manner consistent with the plan design and to manage the provider network. The contract with the current TPA partner ends December 31, 2021, in preparation the university recently solicited proposals for the TPA partnership to begin with the new Plan Year on January 1, 2022.

After a competitive process, WebTPA Employer Services, LLC (WebTPA) was selected as the most qualified respondent. This approval would give the President the authorization to execute a contract with WebTPA that would have an initial term of three (3) years. At the option of LSU and acceptance by the Supplier, the contract may be renewed for two (2) additional (12) month periods.

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

N/A

#### **4. Fiscal Impact**

It is expected that a contract with WebTPA will lead to stability in premiums and cost savings for the LSU First health plan with aggressive provider contracting, direct contract strategy with highly utilized Aetna providers, value-based contracts, a focus on employee wellness, discount guarantee, and a trend guarantee. The extent of the savings will be based on actual paid claims in future years.

#### **5. Description of Competitive Process**

A Request for Proposals (RFP) was issued on April 13, 2021. Proposals were evaluated on a number of criteria, including the respondent's qualifications and experience, the technical proposal, and the financial proposal. A comprehensive team from different university units and campuses reviewed proposals to the RFP, ultimately selecting WebTPA as the most qualified respondent.



## **6. Review of Legal Documents**

LSU Human Resource Management, LSU Procurement Services, and Office of General Counsel are currently reviewing and finalizing details of the TPA contract based on the proposal submitted in response to the RFP and subsequent BAFO presentation.

## **7. Parties of Interest**

Louisiana State University and WebTPA Employer Services, LLC (WebTPA)

## **8. Related Transactions**

N/A

## **9. Conflicts of Interest**

None known.

## **10. Attachments**

N/A

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute an agreement with WebTPA Employer Services, LLC (WebTPA) as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems in the best interest of LSU.



## Board of Supervisors

### Request from LSU Shreveport to Authorize a Change to Institutionally Funded Scholarships for First-Time Freshmen

**Date:** August 6, 2021

#### 1. Bylaw Citation

This is a significant board matter pursuant to Bylaws Article VII, Section 1:

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

#### 2. Summary of Matter

LSUS First Time Freshmen scholarships help to generate an attractive financial aid package for the recruitment of high school seniors. Having worked with the Ruffalo Noel Levitz consultant group looking at financial aid predictive modeling, it was suggested that a more advantageous scholarship package at the highest scholarship level, the Louisiana Scholarship, would be to include a housing stipend instead of a book stipend. As LSUS has taken ownership of the housing adjacent to campus, Pilot's Pointe, there needs to be strategic alignment of housing to scholarships.

#### 3. Review of Business Plan

For Fall 2022, the Louisiana Scholarship would drop the book allowance amount of \$1,200 and replace it with a housing allowance specifically to be used at the Pilot's Pointe apartment complex.

Current format:

*Louisiana Scholarship – Tuition & Fees plus annual book allowance (\$1,200)  
30 ACT and 3.5 high school GPA*

*Red River Scholarship - \$1,800 per semester  
26 ACT and 3.0 high school GPA*

*Shreveport Scholarship - \$1,500 per semester  
22 ACT and 3.0 high school GPA*

*Purple & Gold Scholarship - \$1,000 per semester  
20 ACT and 2.5 high school GPA*

For Fall of 2022 the proposal is to change the Louisiana Scholarship to the amount listed below, and maintain all other levels of requirements:

*Louisiana Scholarship – Tuition & Fees plus housing allowance of \$1,200 annually, applicable ONLY to housing costs at Pilot's Pointe apartments.*

Requirements to earn this scholarship include meeting the academic requirements of 30 ACT, and 3.5 high school GPA, and by submitting all required documents by the specific deadline.

#### **4. Fiscal Impact**

There is expected to be a positive net increase of students living in the LSUS housing, which will assist in the annual cost of operating and maintaining these apartments.

#### **5. Description of Competitive Process**

All students who are admitted to LSUS qualify for these scholarships based on their ACT score and high school GPA.

#### **6. Review of Legal Documents**

No legal documents are provided.

#### **7. Parties of Interest**

N/A

#### **8. Related Transactions**

N/A

#### **9. Conflicts of Interest**

N/A

#### **10. Attachments**

1. Memo to Chancellor Clark

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President of LSU or his designee to allow LSU Shreveport to change the scholarship at the highest level, Louisiana Scholarship, from a book allowance to a housing stipend applicable to the LSUS housing – Pilot’s Pointe.



ATTACHMENT 1

To: Chancellor Clark

From: Julie Lessiter, Vice Chancellor

Re: Scholarship Change

Date: 7/2/21

Chancellor:

As per our discussion in the Strategic Enrollment planning meeting, I would like to request a change in our LSUS institutional scholarship structure to substitute the current \$1,200 book stipend awarded at the highest level (the Louisiana Scholarship), for a \$1,200 credit towards housing at the Pilots Pointe apartments. As we have now taken ownership of the housing adjacent to campus it is in our best interest to include housing in our scholarship structure so as to attract the best students to our institution.

Overall there will be no difference in the total award amount, we will work with housing to add a credit to the student's account if they chose to live in the Pilots Pointe apartments.

Sincerely,

*Julie Lessiter*

Vice Chancellor, Strategic Initiatives



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## Board of Supervisors

### **Request to Authorize the University to Enter Into a Contract for Fully Insured LSU First Retiree Medicare Advantage Plan**

**Date: August 6, 2021**

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1H

H. Major Contracts

Any Contract or series of related contracts that are significant.

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

The LSU First Retiree Medicare plan is a fully insured Medicare Advantage plan offered to Medicare primary retirees and dependents. Currently the LSU First Retiree Medicare plan covers 3,157 lives. The contract with the current partner ends December 31, 2021, in preparation the university recently solicited proposals for the fully insured plan to begin with the new Plan Year on January 1, 2022.

After a competitive process, UnitedHealthcare was selected as the most qualified respondent. This approval would give the President the authorization to execute a contract with UnitedHealthcare that would have an initial term of three (3) years. At the option of LSU and acceptance by the Supplier, the contract maybe renewed for two (2) additional (12) month periods.

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

N/A

#### **4. Fiscal Impact**

It is expected that a contract with UnitedHealthcare will lead to a significant savings to the university due to a 40% reduction in premiums and a 3-year rate guarantee.

#### **5. Description of Competitive Process**

A Request for Proposals (RFP) was issued on May 12, 2021. Proposals were evaluated on a number of criteria, including the respondent's qualifications and experience, the technical proposal, and the financial proposal. A summary of the evaluation criteria is included Attachment 1.

A comprehensive team from different university units and campuses reviewed proposals to the RFP, ultimately selecting UnitedHealthcare as the most qualified respondent.

**6. Review of Legal Documents**

LSU Human Resource Management, LSU Procurement Services, and Office of General Counsel are currently reviewing and finalizing details of the contract based on the proposal submitted in response to the RFP and subsequent BAFO presentation.

**7. Parties of Interest**

Louisiana State University and UnitedHealthcare

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known.

**10. Attachments**

N/A

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute an agreement with UnitedHealthcare as determined by a competitive bid and evaluation process, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, that the President deems in the best interest of LSU.

## Attachment 1: LSU First Q2 Board Report

### LSU First 2021 Q2 Board Report Pharmacy Expense Year To Date 2020 vs. 2021

	Q1	Q2	Total	Total Rx's	% Generic
Claims- Citizens RX-2020	\$ 8,433,187	\$ 7,796,039	\$ 16,229,226		
Rebates- Citizens RX-2020	\$ (249,425)	\$ (195,326)	\$ (444,751)		
<b>Total Citizens RX-2020</b>			<b>\$ 15,784,475</b>	<b>159,838</b>	<b>91.0%</b>
Claims-MedImpact 2021	\$ 6,565,432	\$ 7,120,291	\$ 13,685,723		
Rebates-MedImpact 2021	\$ (1,058,783)	<i>TBD</i>	\$ (1,058,783)		
<b>Total MedImpact 2021</b>			<b>\$ 12,626,940</b>	<b>155,568</b>	<b>89.3%</b>
<b>Difference/Savings 2020 vs. 2021</b>			<b>\$ 3,157,535</b>		

*Note: Quarterly rebates are now paid within 90 days of the end of the quarter (previously 1 year).*



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## Board of Supervisors

### PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021





## Board of Supervisors

### Request from LSU A&M to Approve a Consent to Financing for Delta Kappa Epsilon

Date: August 6, 2021

#### 1. Bylaw Citation

This requires approval pursuant to:

Ground Lease between LSU and Delta Kappa Epsilon

#### 2. Summary of Matter

Pursuant to the Ground Lease between LSU and Delta Kappa Epsilon (acting through Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., its housing corporation), Delta Kappa Epsilon operates a fraternity house on LSU's campus.

While the DKE organization is currently suspended from operating at LSU, its house still requires maintenance and upkeep. In order to finance the construction of repairs and renovations necessary to maintain the house in the condition required by its lease, Delta Kappa Epsilon intends to borrow approximately \$85,000 which will be secured by a leasehold mortgage on Delta Kappa Epsilon's lease with LSU.

Under section 11 of the lease, the written consent of LSU is required for such a leasehold mortgage.

#### 3. Review of Business Plan

Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., the housing corporation for Delta Kappa Epsilon, will borrow \$85,000 from a conventional lender or a related national DKE organization. The debt will be solely the responsibility of Delta Kappa Epsilon; LSU is not a party to the loan and will have no legal liability for the debt. The debt will be secured by a Leasehold Mortgage of the leasehold rights Delta Kappa Epsilon has from LSU pursuant to its lease (as amended and assigned in 1997). There is no obligation or expectation for LSU funds to be used in any way to repay the debt. The mortgage will not extend past the remaining term of the DKE lease, which terminates January 1, 2029.

#### 4. Fiscal Impact

There is no fiscal impact to the University.

#### 5. Description of Competitive Process

Not applicable.

#### 6. Review of Legal Documents

All documents will be reviewed by the Office of General Counsel prior to execution by the President.

## **7. Parties of Interest**

LSU, Delta Kappa Epsilon, and Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., the housing corporation for Delta Kappa Epsilon

## **8. Related Transactions**

None.

## **9. Conflicts of Interest**

None known.

## **10. Attachments**

1. Transmittal Letter

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by Delta Kappa Epsilon and Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., as required by the terms of the Ground Lease between LSU and Delta Kappa Epsilon and/or Zeta Zeta Alumni Association of Delta Kappa Epsilon, Inc., and to provide any other approvals, authorizations, or certifications necessary for the financing being sought.



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**CAMPUS CORRESPONDENCE**

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**To:** William F. Tate IV, LSU President

**Date:** July 12, 2021

**Through:** Donna Torres, Interim Executive Vice President for  
Finance & Administration / CFO

**Through:** Tony Lombardo, Associate Vice President for  
Facilities & Property Oversight

**From:** Patrick H. Martin, V, Assistant Vice President for  
Real Estate, Public Partnerships, and Compliance

A handwritten signature in black ink, appearing to read 'PHM', is placed over the 'From:' line.

**Re:** Board of Supervisors Agenda, August 6, 2021  
Request from LSU A&M to Approve a Consent to Financing for Delta Kappa Epsilon

This request will authorize the LSU President or his designee to authorize a consent to financing for Delta Kappa Epsilon.

I recommend that this item be included on the agenda for the August 6, 2021 LSU Board of Supervisors meeting.



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## Board of Supervisors

### AFFILIATED ORGANIZATION OVERSIGHT COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021



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## Board of Supervisors

### Request from Pennington Biomedical Research Center to Approve the Development Services Agreement with the Pennington Biomedical Research Foundation

**Date:** August 6, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1J

##### J. Non-Academic Affiliation Agreements

Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

#### 2. Summary of Matter

This proposed agreement with the Pennington Biomedical Research Foundation is a Development Services Agreement. This agreement outlines the Foundation's specific responsibilities supporting the development enterprise, including planning and executing comprehensive donor acquisition and fundraising programs, and providing donor intelligence and research support for university leadership. Pennington Biomedical currently has no employees engaged in development activities. Providing support to the Foundation will help to increase capacity in support of the development enterprise.

The Development Services Agreement outlines Pennington Biomedical's responsibility to provide direct compensation in support of the development enterprise. For FY22, Pennington Biomedical would provide \$ 500,000 in direct compensation.

Pennington Biomedical retains the right to reduce or cease the support provided at any point should it determine that such action is in its best interests. Reduction or cessation of support shall not terminate the Affiliation Agreement.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

The Development Services Agreement is expected to result in an increase in development activities in support of the development enterprise.

**5. Description of Competitive Process**

None.

**6. Review of Legal Documents**

None.

**7. Parties of Interest**

Pennington Biomedical Research Center and Pennington Biomedical Research Foundation

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**10. Attachments**

1. Affiliation Agreement with the Pennington Biomedical Research Foundation

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorized the President to execute the Development Services Agreement with the Pennington Biomedical Research Foundation, as presented.

**BE IT FURTHER RESOLVED**, the President, in consultation with the General Counsel, may make refinements to the Development Services Agreement with the Pennington Biomedical Research Foundation as needed that are in the best interests of LSU and Pennington Biomedical Research Center prior to execution.

## **DEVELOPMENT SERVICES AGREEMENT**

WHEREAS, the Board of Supervisors of Louisiana State University Agricultural and Mechanical College represented by its Pennington Biomedical Research Center ("University") and the Pennington Biomedical Research Foundation ("Foundation") have entered into a Uniform Affiliation Agreement ("UAA") effective October 15, 2020;

WHEREAS, under La. R.S. 17:3390, the Louisiana legislature has recognized the benefits provided by foundations that raise private funds for support of public institutions of higher education, and encouraged institutions to promote such activities, including providing direct or in-kind services such as housing, personnel, and other support;

WHEREAS, the UAA recognizes the Foundation's status under La. R.S. 17:3390, and provides for an Annual Affiliate Compliance Certificate showing all support provided by the University to the Foundation, and support provided by the Foundation to the University in turn, in accordance with the reimbursement requirements of La. R.S. 17:3390;

WHEREAS, based on historical performance the University has a reasonable expectation of receiving a commensurate benefit in return for the support it provides to the Foundation, in the form of private funds supporting the university; and

WHEREAS, to provide transparency and accountability the parties desire to outline their mutual financial obligations and expectations on an annual basis in this Development Services Agreement ("Agreement");

IT IS HEREBY AGREED effective July 1, 2021:

**A. Foundation responsibilities shall include:**

1. Plan and execute comprehensive donor acquisition and fundraising programs in support of the University and its priorities, including through campaigns, annual giving; mid-level, major, and principal gifts; industry engagement; planned giving; donor relations; information services; bio and gift records; research and prospect development; communications and marketing; talent management; legal services; and financial services;
2. Support planning and execution of selected university-wide events focused on donor stewardship and retention, such as regional events engaging key donors and prospects and athletic-related events engaging key donors and prospects;
3. Accept, process, and acknowledge Foundation gifts and charitable sponsorships;
4. Steward gifts received by the Foundation, lead donor relations efforts that advance donor cultivation, ensure that donor intent is clearly defined, and provide data and guidance to support University compliance with donor intent;
5. Administer and invest private funds received by the Foundation, and other funds received under Funds Management Agreements;
6. Disburse spendable funds as requested by the beneficiary unit, in compliance with law and donor intent;
7. Manage in-kind donations held by the Foundation;

8. Provide comprehensive donor intelligence and research support for University leadership.
9. Employ personnel and retain contractors as needed to provide the above services;
10. Provide office space, equipment, and supplies as needed to support the above services provided by the Foundation employees;
11. Fundraising for the benefit of the University in an amount commensurate with and justifying the continuing University support received.

**B. University responsibilities shall include:**

1. Determine philanthropic and strategic priorities, and regularly communicate those to the Foundation;
2. Through the University President and senior administrators, collaborate with and assist the Foundation to steward donors, and to identify, cultivate, and solicit prospective donors; and
3. Support the development enterprise, sharing the costs for development officers assigned to serve University units and providing fair and reasonable compensation ("University Support") for the support services provided by the Foundation. For fiscal year 2021, such University Support will include:
  - a. Direct compensation: \$500,000<sup>1</sup>
  - b. In-kind support:
    - i. On-campus office space, equipment, and supplies as needed to support the above services provided by Foundation

**C. Mutual acknowledgements and responsibilities:**

1. The University and the Foundation shall regularly communicate on strategic, financial, and operational matters of mutual interest.
2. The University and the Foundation commit to provide timely notification to the other party on any matter that would have a material impact on the ability of either party to fulfill their responsibilities as outlined in Sections A. and B. above.

**D. Term of Agreement; Annual Budget:**

1. The term of this Agreement shall be concurrent with the term of the UAA.
2. This Agreement shall be subject to all provisions of the UAA.
3. Requested direct support shall be agreed upon prior to the beginning of each fiscal year. No later than May 15th, the Foundation shall present to the Executive Director and Associate Executive Director for Operations a budget plan for the succeeding fiscal year, including an operating statement and other information supporting the request.

**E. Reduction or Cessation of University Support**

1. The University shall, at its sole discretion, retain the right to reduce or cease University Support at any point should it determine that such action is in its best interests financially or otherwise.

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<sup>1</sup> The direct compensation shall be paid by Pennington Biomedical in monthly increments upon receipt of an invoice from the Foundation.



2. Written notification of reduction or cessation of University Support ("Notification") shall be provided by the University to the Foundation no less than sixty (60) days prior to such reduction or cessation of support.
3. Reduction or cessation of University Support shall not be considered termination of the UAA.

**THUS DONE AND SIGNED** on the indicated dates by the undersigned duly authorized representatives.

For Foundation:

By:  7/26/21  
Rebecca Schutte                      Date  
President and Chief Executive Officer

For University:

By: \_\_\_\_\_  
William F. Tate IV                      Date  
President



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## Board of Supervisors

### ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021



**Board of Supervisors**

**Request from LSU A&M to Approve Employment Contract for Kimberly Mulkey, Head Women’s Basketball Coach**

**Date:** August 6, 2021

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

**2. Summary of Matter**

This resolution seeks approval of the proposed employment contract with Kimberly Mulkey, effective 6/1/2021. The key terms of the proposed contract are summarized below:

Name	Title	Term		Total Certain Compensation <sup>a</sup>
		Proposed Start Date	Proposed End Date	Proposed
Kimberly Mulkey	Head Coach - Women’s Basketball	6/1/2021	6/30/2029	\$2,581,500

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the proposed contract.

**7. Parties of Interest**

LSU and Coach Kim Mulkey

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Kimberly Mulkey, Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Kimberly Mulkey as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of May, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Kimberly Mulkey (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: May 1, 2021.
  - F. “End Date”: June 30, 2029.
  - G. “Program”: The intercollegiate Women’s Basketball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
  - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;

- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to head coaches at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
- F. Directing the Team, including management of staff, budget, and other resources;
- G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including, but not limited to, Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- L. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;

- M. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - P. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - Q. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - R. Performing all other reasonable duties customarily performed by head coaches of similar programs at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE may invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) for travel on chartered or commercial transportation requires the approval of the Athletic Director or the Athletic Director's designee.
  - E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of



EMPLOYEE'S employment duties and Team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. **Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including, but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

11. **Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Committing a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including, but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including, but not limited to, fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student-athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable request or inquiry relating to the

performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student-athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student-athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student-athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student-athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;

- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
  - p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student-athletes on the Team, including, without limitation, failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including, but not limited to, physical and/or emotional abuse of student-athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student-athlete;
  - r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review of any such response, the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this

Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
4. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE shall notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
5. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of

another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE shall pay to LSU liquidated damages as provided in Schedule A.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave

without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence



beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including, without limitation, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all

credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.


C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including, but not limited to, war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date  
  
 8/4/21  
\_\_\_\_\_  
Kimberly Mulkey Date

RECOMMENDED:

  
\_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR KIMBERLY MULKEY**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation in the following amounts each year of this Agreement in annualized amounts payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months:

Through June 30, 2022:	\$ 2,064,625
July 1, 2022 through June 30, 2023:	\$ 2,139,625
July 1, 2023 through June 30, 2024:	\$ 2,214,625
July 1, 2024 through June 30, 2025:	\$ 2,319,625
July 1, 2025 through June 30, 2026:	\$ 2,364,625
July 1, 2026 through June 30, 2027:	\$ 2,666,625
July 1, 2027 through June 30, 2028:	\$ 2,746,625
July 1, 2028 through June 30, 2029:	\$ 2,921,625

This compensation to Employee is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

B. **Personal Travel Allowance.** EMPLOYEE shall be entitled to payment of \$80,000 per year to use for personal travel, payable annually in January (beginning January 31, 2022), some or all of which may be paid through affiliated foundation funds. To be eligible, EMPLOYEE must be employed by LSU as of the date on which the benefit is payable.

C. **Sponsor-Related Compensation.** EMPLOYEE shall be entitled to payment of \$60,000 per year as additional sponsor-related compensation, payable annually in July (beginning July 31, 2021).

**2. Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

**A. Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined below:

1. Southeastern Conference:
  - SEC Regular Season Champion \$ 65,000 AND
  - SEC Tournament Champion \$ 35,000
2. NCAA:
  - Tournament Appearance: \$ 28,000 AND
  - Round of 32 \$ 30,000 AND
  - Sweet 16 \$ 33,000<sup>1</sup> AND
  - Elite 8 \$ 38,000 AND
  - Final Four \$ 50,000<sup>2</sup> AND
  - National Championship Game \$ 75,000<sup>3</sup> AND
  - NCAA Tournament Champion \$150,000
3. Final Associated Press Top 25 Poll:
  - 24. Ranked 1-10 \$ 30,000 OR
  - 25. Ranked 11-25 \$ 25,000
4. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
5. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including, but not limited to, termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

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<sup>1</sup> Plus additional \$5,000 sponsor-related incentive bonus payable if team does not advance to the Final Four.

<sup>2</sup> Plus additional \$15,000 sponsor-related incentive bonus payable if the team does not advance to National Championship.

<sup>3</sup> Plus additional \$30,000 sponsor-related incentive bonus.

B. **Coaching Recognition Incentive Compensation.** Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a contract year shall be \$25,000. EMPLOYEE may earn Coaching Recognition Incentive Compensation for receiving the following recognition:

- |    |                            |           |
|----|----------------------------|-----------|
| 1. | SEC Coach of the Year      | \$ 10,000 |
| 2. | National Coach of the Year | \$ 15,000 |

C. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year and is ranked as follows, LSU agrees to pay EMPLOYEE Academic Incentive Compensation. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.

- |    |  |           |
|----|--|-----------|
| 1. | Multi-Year APR in Top 10 Percentile    | \$ 13,000 |
| 2. | Multi-Year APR in Top 11-40 Percentile | \$ 9,000  |

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay liquidated damages as follows based on the date of the notice of termination:

- |   |                                       |             |
|---|---------------------------------------|-------------|
| • | From effective date to June 30, 2022: | \$2,500,000 |
| • | After July 1, 2022:                   | \$2,000,000 |

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE shall pay LSU liquidated damages of \$2,000,000, payable in a lump sum within 30 days of termination.

5. **Supplemental Provisions.**

- A. EMPLOYEE shall be entitled to 16 Women’s Basketball tickets per game.
- B. EMPLOYEE shall receive a relocation incentive of \$35,000 to be used for relocation expenses. To receive these funds, EMPLOYEE must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the Start Date. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.







**Board of Supervisors**

**Request from LSU A&M to Approve Employment Contract for Beth Torina, Head Softball Coach**

**Date:** August 6, 2021

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

**2. Summary of Matter**

This resolution seeks approval of the proposed employment contract with Beth Torina, effective 7/1/2021. The key terms of the proposed contract are summarized below:

Name	Contract Action	Term		Total Certain Compensation <sup>a</sup>	
		Proposed Start Date	Proposed End Date	Current	Proposed
Beth Torina	Extension	7/1/2021	8/31/2026	\$410,000	\$430,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the proposed contract.

**7. Parties of Interest**

LSU and Coach Beth Torina

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Beth Torina, Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Beth Torina as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Beth Torina (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: July 1, 2021.
  - F. “End Date”: August 31, 2026.
  - G. “Program”: The intercollegiate Softball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement. Although this Agreement shall replace and supersede the Employment Agreement dated September 1, 2017, the terms of the Amendment to Employment Agreement dated December 1, 2020 shall remain in full force and effect as if replicated herein.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
  - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
  - C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
  - D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
  - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
  - F. Directing the Team, including management of staff, budget, and other resources;
  - G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
  - H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
  - I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Mandatory Reporter under PM-73, understanding and complying with the obligation to report incidents of sex- and gender-based harassment and discrimination, including sexual misconduct (including sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
  - J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;

- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
  - L. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
  - M. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - P. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - Q. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - R. Performing all other reasonable duties customarily performed by head coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

- D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.
- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE’s reasonable ability;
  - f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
  - g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for



the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;

- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
- p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
- s. Knowingly committing material violation(s) of the terms of this Agreement.

2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU

without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits

and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the



opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

 \_\_\_\_\_  
Beth Torina 8/4/21  
Date

RECOMMENDED:

  
\_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President for  
Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR BETH TORINA**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation in annualized amounts payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through August 31, 2024:	\$30,000
September 1, 2024 through August 31, 2026	\$55,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Program.

- B. **Program Longevity Compensation.** If EMPLOYEE remains continuously employed with LSU in the Position and is in the Position on the following dates, LSU shall provide additional Supplemental Compensation in recognition for the continued benefit to the Program and the Team. Supplemental Compensation under this Section shall be payable within 60 days of achieving the designated milestone.

June 1, 2022:	\$50,000
June 1, 2023:	\$50,000
June 1, 2024:	\$50,000
June 1, 2025:	\$50,000
June 1, 2026:	\$50,000

- C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

**2. Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined below:

1. Incentive Awards (maximum \$315,000 per contract year):

- SEC Regular Season Champion \$ 25,000 AND
- SEC Tournament Championship \$ 25,000 AND
- NCAA Tournament Appearance \$ 25,000 AND
- Super Regional Host  
(reduced by \$15,000 if on the road) \$ 40,000 AND
- Appearance in College World Series \$ 50,000 AND
- Appearance in College World Series  
Championship Series \$ 50,000 AND
- National Champion \$ 100,000

2. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

3. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

B. **Coaching Recognition Incentive Compensation.** EMPLOYEE may earn Coaching Recognition Incentive Compensation for receiving the following recognition. Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The maximum amount of Coaching Recognition Incentive Compensation payable in a contract year shall be \$60,000.

- 1. SEC Coach of the Year \$20,000
- 2. National Coach of the Year \$40,000

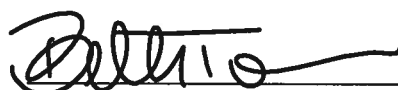
C. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay EMPLOYEE Academic

Incentive Compensation in the amount of \$15,000 for that contract year. The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while EMPLOYEE is employed at LSU and shall be paid within 60 days of such date. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentive is earned.

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary and Supplemental Compensation for the unexpired Term with partial years and months prorated.
4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages of 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.
5. **Supplemental Provisions.**
  - A. Section 14(A) of the Agreement is deleted in its entirety.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

  
Beth Torina Date 8/4/21

RECOMMENDED:

  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President for  
Finance and Administration/CFO



**Board of Supervisors**

**Request from LSU A&M to Approve Employment Contract for Garrett Runion, Head Women’s Golf Coach**

**Date:** August 6, 2021

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors

**2. Summary of Matter**

This resolution seeks approval of the proposed employment contract with Garrett Runion, effective 7/1/2021. The key terms of the proposed contract are summarized below:

Name	Contract Action	Term		Total Certain Compensation <sup>a</sup>	
		Proposed Start Date	Proposed End Date	Current	Proposed
Garrett Runion	Extension	7/1/2021	6/30/2024	\$145,000	\$185,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the proposed contract.

**7. Parties of Interest**

LSU and Coach Garrett Runion

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Garrett Runion, Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Garrett Runion as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Garrett Runion (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of:

Effective July 1, 2021 through June 30, 2022:	\$180,000
Effective July 1, 2022 through June 30, 2023:	\$190,000
Effective July 1, 2023 through June 30, 2024:	\$200,000
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: July 1, 2021.
  - F. “End Date”: June 30, 2024.
  - G. “Program”: The intercollegiate Women’s Golf program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement. Although this Agreement shall replace and supersede the Employment Agreement dated July 1, 2020, the terms of the Amendment to Employment Agreement dated December 1, 2020 shall remain in full force and effect as if replicated herein.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Director of Golf. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and

that all vehicles registered in EMPLOYEE's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
  - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
  - C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
  - D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
  - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
  - F. Directing the Team, including management of staff, budget, and other resources;
  - G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
  - H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
  - I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.

- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
  - K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
  - L. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
  - M. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - P. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - Q. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - R. Performing all other reasonable duties customarily performed by head coaches in similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or

interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.

- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
- D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.
- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE’s reasonable ability;

- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or

Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.

- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
- p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the



reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or

- s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and

adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe

benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season),

ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally

resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law.

EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.
14. **Leave and Overtime.**
  - A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
    1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
    2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the

dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.

19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


[SIGNATURES ON FOLLOWING PAGE]



- **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay EMPLOYEE Academic Incentive Compensation in the amount of \$5,000 for that contract year. The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while EMPLOYEE is employed at LSU and shall be paid within 60 days of such date. To be eligible for such compensation, EMPLOYEE must be employed by LSU as of the date on which the incentives are earned.
- **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B) (1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary and Supplemental Compensation for the unexpired Term with partial years and months prorated.
- **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages of 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.
- **Supplemental Provisions.**
  - Section 14(A) of the Agreement is deleted in its entirety.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

 \_\_\_\_\_  
Garrett Runion 8-3-21 Date

RECOMMENDED:

 \_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President for

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR GARRETT RUNION**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation is payable as follows.
  - A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.
  
2. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.
  - A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
    1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
    2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
    3. With approval of the Athletic Director, and in an amount determined by the Athletic Director, EMPLOYEE may also receive post-season compensation for SEC/NCAA Coach of the Year awards and/or should EMPLOYEE assist the men's golf sport with post-season competition (within NCAA guidelines).
  - B. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate "APR" (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President                      Date  
  
\_\_\_\_\_  
*Garrett Runion*    8-3-21  
Garrett Runion    Date

RECOMMENDED:

\_\_\_\_\_  
*Scott Woodward*  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President for  
Finance and Administration/CFO



**Board of Supervisors**

**Request from LSU A&M to Approve Term Sheet for Head Baseball Coach**

**Date:** August 6, 2021

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**2. Summary of Matter**

This resolution seeks approval of the term sheet with Jay Johnson. The key terms of the term sheet are summarized below:

Name	Title	Term		Total Certain Compensation <sup>a</sup>
		Proposed Start Date	Proposed End Date	Proposed
Jay Johnson	Head Coach - Baseball	7/1/2021	6/30/2026	\$1,200,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive in the first year of the contract. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

Not applicable

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

Not applicable

**6. Review of Legal Documents**

The Office of General Counsel has reviewed the term sheet.

**7. Parties of Interest**

LSU and the above named Head Coach

**8. Related Transactions**

Not applicable

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Term Sheet: Jay Johnson, Head Coach

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Jay Johnson, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

**TERM SHEET BETWEEN**  
**LOUISIANA STATE UNIVERSITY AND JAY JOHNSON**

**Position:** Head Baseball Coach at LSU

**Reporting:** Coach shall report directly to Daniel Gaston, Baseball Sport Administrator

**Term:** Effective no later than July 1, 2021 and ending June 30, 2026.

**Compensation:**

- Base Salary (annual rate; pro-rated for partial years): \$400,000
- Supplemental Compensation (annual rate, pro-rated for partial years):
  - No later than July 1, 2021 through June 30, 2022: \$800,000
  - July 1, 2022 through June 30, 2023 \$850,000
  - July 1, 2023 through June 30, 2024 \$900,000
  - July 1, 2024 through June 30, 2025 \$950,000
  - July 1, 2025 through June 30, 2026 \$1,000,000

**Incentives:**

- Southeastern Conference
  - SEC West Champions \$15,000
  - SEC Regular Season Champion \$20,000
  - SEC Tournament Champion \$20,000
- NCAA Tournament Appearance (Amounts are cumulative and the maximum amount is \$260,000):
  - Regional Appearance \$20,000 AND
  - Super Regional Host (Reduction of \$15,000 if on the road) \$40,000 AND
  - Appearance in College World Series \$50,000 AND
  - Appearance in College World Series Championship Series \$50,000 AND
  - National Champion \$100,000
- Coach of the Year:
  - Southeastern Conference Coach of the Year \$20,000
  - National Coach of the Year \$40,000
- Academic Incentive Compensation:
  - Academic Progress Rate above 930 \$15,000
- Other Special Incentives (paid by LSU):
  - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$1,000 per month.
  - A relocation incentive of \$35,000 to be used for your relocation expenses. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if you do not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
  - LSU shall either directly pay or reimburse Coach for \$750,000 payable as the result of the voluntary termination of Coach's current employment agreement.


**Termination without Cause by University:** If LSU terminates the employment of Coach without cause, LSU will pay to Coach the Base Salary and Supplemental Compensation for the unexpired term of the contract with partial years and months pro-rated. Coach shall have duty to mitigate, and University shall have the right to offset against the liquidated damages amount any post-termination income that Coach receives. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

**Termination for Cause by University:** If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.


**Termination by Coach:** If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages 50% of all remaining guaranteed Base Salary and Supplemental Compensation which would have been payable to Coach under the Agreement for the remaining Term.

**Miscellaneous:** **THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

**ACCEPTED AND AGREED:**

DocuSigned by:  
  
A49857DE9901427...  
Scott Woodward  
On behalf of Louisiana State University

6/24/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
  
C54D1FF89D7C440...  
Jay Johnson

6/24/2021  
\_\_\_\_\_  
Date



**Board of Supervisors**

**Request from LSU A&M to Approve New Employment Contracts for Assistant Coaches**

**Date:** August 6, 2021

**1. Bylaw Citation**

Pursuant to Article VII, Section 1

K.4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

**2. Summary of Matter**

This resolution seeks approval of the new proposed employment contracts with Dan Fitzgerald, Jason Kelly, Sytia Messer, and Brad Davis. The key terms of the proposed contracted are summarized below:

Name	Title	Term		Total Certain Compensation <sup>a</sup>
		Proposed Start Date	Proposed End Date	Proposed
Dan Fitzgerald	Assistant Coach, Baseball	7/15/2021	8/31/2024	\$300,000
Jason Kelly	Pitching Coach, Baseball	7/15/2021	8/31/2024	\$300,000
Sytia Messer	Assoc. Head Coach, Women’s Basketball	7/1/2021	6/30/2024	\$350,000
Brad Davis	Offensive Line Coach, Football	7/1/2021	3/31/2024	\$810,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**



The Office of General Counsel has reviewed the proposed contract.

**7. Parties of Interest**

LSU and the above named Assistant Coaches

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None known

**10. Attachments**

1. Employment Agreement: Dan Fitzgerald
2. Employment Agreement: Jason Kelly
3. Employment Agreement: Sytia Messer
4. Employment Agreement: Brad Davis

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Dan Fitzgerald, Jason Kelly, Sytia Messer, and Brad Davis as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 11th day of June, 2021, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Brad Davis (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Assistant Coach for the Team.
  - E. “Start Date”: June 11, 2021.
  - F. “End Date”: March 31, 2024.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
  6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
  7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
  8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures, which may be payable from affiliated foundation funds. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
  9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- C. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined as:

- a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);



- q. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to materially comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the

hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the otherwise unexpired Term at the time of termination, with partial years and months pro-rated.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.

5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds

for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job

duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall,

upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.



THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

  
Brad Davis Date 8/3/21

RECOMMENDED:

  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR BRAD DAVIS**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through March 31, 2022:	\$410,000
April 1, 2022 through March 31, 2023:	\$430,000
April 1, 2023 through March 31, 2024:	\$450,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

B. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the

performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or
- B. Twenty percent of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment as a non-head coach position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any play-calling offensive coordinator position, collegiate head coaching position or any position in the National Football League, or if EMPLOYEE terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term.

4. **Supplemental Provisions.**


- A. EMPLOYEE shall receive a relocation incentive of \$25,000 to be used for relocation expenses. To receive these funds, EMPLOYEE must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the Start Date. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- B. LSU acknowledges that a necessary element of EMPLOYEE accepting employment with the LSU is LSU's commitment to pay up to \$95,530.31 of the expense EMPLOYEE will incur as a result of terminating employment with University of Arkansas and commencing employment with the LSU. LSU has authorized the reimbursement of EMPLOYEE for this expense under its accountable plan (as described in Section 1.62-2 of the Treasury regulations) and will pay such sum directly to University of Arkansas. In the event LSU's payment to the University of Arkansas is determined to be taxable compensation attributable to EMPLOYEE, then LSU shall also pay EMPLOYEE additional one-time supplemental compensation equal to 35 percent of the amount paid under this provision. If required by the Internal Revenue Service or deemed necessary by EMPLOYEE or the LSU, LSU will report these funds to the Internal Revenue Service as a reimbursement to EMPLOYEE.

- C. If necessary, EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Department for a period of not more than 60 days while securing permanent accommodation.

**[SIGNATURES ON FOLLOWING PAGE]**

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

                   8/3/21        
Brad Davis Date

RECOMMENDED:

              
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of June, 2021, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Sytia Messer (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$350,000.
  - D. “Position”: Associate Head Coach for the Team[FA1][FA2][TJ3].
  - E. “Start Date”: June 1, 2021.
  - F. “End Date”: June 30, 2024.
  - G. “Program”: The intercollegiate Women’s Basketball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** [THIS SECTION INTENTIONALLY LEFT BLANK.]
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation"



as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- C. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the Athletic Director or the Athletic Director's designee, which shall not be unreasonably withheld, EMPLOYEE shall not appear on [FA4][TJ5][FA6][TJ7], or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews or educational or development programs for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director, which shall not be unreasonably withheld.

**11. Termination and Suspension.**

**A. Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:

a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;

b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;

c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE<sub>[FA8]</sub><sub>[TJ9]</sub><sub>[FA10]</sub><sub>[TJ11]</sub> into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;

e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to

perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or

other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
- q. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;

- r. Failure by EMPLOYEE to engage in safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.

5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE

will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge<sup>[FA12]</sup><sub>[TJ13]</sub><sup>[FA14]</sup><sub>[TJ15]</sub> that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this

Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any



investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

**E. Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be liable for or entitled to any damages, including compensatory or consequential damages, or attorneys' fees, allegedly sustained by

reason of alleged humiliation or defamation or from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that

Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.

18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President                          Date

 \_\_\_\_\_                          8-4-21  
Sytia Messer    Date

RECOMMENDED:

  
\_\_\_\_\_

Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR SYTIA MESSER**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
  - A. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
  - B. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
2. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary and Supplemental Compensation for the unexpired Term with partial years and months pro-rated.
3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages of 15 percent of the Base Salary Amount per year for the remaining term of this Agreement unless EMPLOYEE terminates this Agreement to accept a position as a head women's basketball coach.
4. **Supplemental Provisions.**
  - A. EMPLOYEE shall receive a relocation incentive of \$35,000 to be used for relocation expenses. To receive these funds, EMPLOYEE must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the Start Date. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

**[SIGNATURES ON FOLLOWING PAGE]**

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

 \_\_\_\_\_ 8-4-21  
Sytia Messer Date

RECOMMENDED:

  
\_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 15th day of July, 2021, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Dan Fitzgerald (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$300,000.
  - D. “Position”: Assistant Coach for the Team.
  - E. “Start Date”: July 15, 2021.
  - F. “End Date”: August 31, 2024.
  - G. “Program”: The intercollegiate baseball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:



- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference or Agreement (hereinafter collectively referred to as "Governing Athletics Regulations");
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** [THIS SECTION INTENTIONALLY LEFT BLANK.]
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures, which may be payable from affiliated foundation funds. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from

EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- C. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in

or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:

- a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the

mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of

any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
- q. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;

- r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
4. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU



to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation (if any), fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to,

EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing

Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
  4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.
- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss

of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.
14. **Leave and Overtime.**
  - A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
    1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
  - B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_

William F. Tate, IV, President

Date



8/4/21

Dan Fitzgerald

Date

RECOMMENDED:

  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR DAN FITZGERALD**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.
  - A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
    1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
    2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
2. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary for the unexpired Term with partial years and months pro-rated.
3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
  - A. Fifty percent of all remaining Base Salary which would have been payable to EMPLOYEE for the remaining Term if EMPLOYEE accepts employment in a non-head coaching position with another SEC baseball program; or
  - B. Twenty percent of all remaining Base Salary which would have been payable to EMPLOYEE for the remaining Term if EMPLOYEE terminates employment for any other reason; however
  - C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in Major League Baseball.



4. **Supplemental Provisions.**

- A. EMPLOYEE shall receive a relocation incentive of \$30,000 to be used for relocation expenses. To receive these funds, EMPLOYEE must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the Start Date. The parties agree that the repayment obligation shall not apply if EMPLOYEE terminates employment with LSU to accept any collegiate head coaching position or any position in Major League Baseball. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

  
\_\_\_\_\_  
Dan Fitzgerald Date 8/4/21

RECOMMENDED:

  
\_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 15th day of July, 2021, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Jason Kelly (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$300,000.
  - D. “Position”: Assistant Coach for the Team.
  - E. “Start Date”: July 15, 2021.
  - F. “End Date”: August 31, 2024.
  - G. “Program”: The intercollegiate baseball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** [THIS SECTION INTENTIONALLY LEFT BLANK.]
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures, which may be payable from affiliated foundation funds. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State

of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- C. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media

interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

**A. Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;

- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete

to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);



- q. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the

hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
4. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due

diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation (if any), fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.

3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
  3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
  4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.
- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither

EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.
14. **Leave and Overtime.**
  - A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
  - B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full


opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.



THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

By: \_\_\_\_\_  
William F. Tate, IV, President                      Date  
                      8/3/21  
\_\_\_\_\_  
Jason Kelly    Date

**RECOMMENDED:**

  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR JASON KELLY**

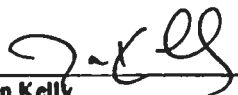
This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.
  - A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
    1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
    2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
2. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary for the unexpired Term with partial years and months pro-rated.
3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
  - A. Fifty percent of all remaining Base Salary which would have been payable to EMPLOYEE for the remaining Term if EMPLOYEE accepts employment in a non-head coaching position with another SEC baseball program; or
  - B. Twenty percent of all remaining Base Salary which would have been payable to EMPLOYEE for the remaining Term if EMPLOYEE terminates employment for any other reason; however
  - C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in Major League Baseball.

4. Supplemental Provisions

- A. EMPLOYEE shall receive a relocation incentive of \$30,000 to be used for relocation expenses. To receive these funds, EMPLOYEE must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the Start Date. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_ Date \_\_\_\_\_  
William F. Tate, IV, President  
 8/3/21  
\_\_\_\_\_  
Jason Kelly Date

RECOMMENDED:

  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO



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# Board of Supervisors

## AUDIT COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021



**Office of Internal Audit**

Louisiana State University

3810 West Lakeshore Drive • Suite 122 • Baton Rouge, LA 70808

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# **Quarterly Audit Summary**

*Fiscal Year 2021, 4<sup>th</sup> Quarter*



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## Multi-Campus

### **Student Fees**

#### Audit Initiation:

This audit was included on the Board-approved Audit Plan.

#### Audit Scope and Objectives:

The primary objective of this audit was to provide an evaluation of the controls for the administration of student fees including, authorization, assessment, expenditure, and manual adjustment of fees.

The scope of this audit included student fees assessed during the Fall 2020 semester and student fees that were new or increased between the Fall 2018 and Fall 2020 semesters at the following campuses: LSU A&M (LSUAM), LSU Alexandria (LSUA), LSU Eunice (LSUE), LSU Shreveport (LSUS), and the LSU Health Sciences Centers in New Orleans (HSCNO) and Shreveport (HSCS).

#### Audit Findings and Recommendations:

Based on testing performed, we offered the following recommendations to campus and senior management:

- Management at LSUE should perform an analysis of student withdrawals to ensure fee refunds or credits were correct and appropriate. Student accounts impacted by incorrect refunds or credits should be adjusted, as necessary.
- Management at LSUA, LSUE, LSUS, HSCNO, and HSCS should review restricted student fee approvals and policies to ensure that revenue generated from the fee is used as intended.
- Management at LSUA, LSUE, and HSCNO should ensure that controls are in place and functioning properly for assigning appropriate user access to necessary personnel based on job responsibilities and should periodically review access for appropriateness.

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

Campus management and University administration concurred with our recommendations and is in the process of implementing corrective action plans, which will be complete by June 30, 2022.



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## Board of Supervisors

# CONSIDERATION OF AMENDMENTS TO THE BYLAWS & REGULATIONS





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## Board of Supervisors

**WORKING DRAFT**  
Drafted July 21, 2021

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

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BYLAWS

*Effective September 13, 2021*

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# BYLAWS OF THE LSU BOARD OF SUPERVISORS

## ARTICLE I. DEFINITIONS

### **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 and shall be composed of the Board of Supervisors, duly appointed and qualified as provided by law.

### **University**

The term "University" when used in these **Bylaws**, shall refer to the collection campuses, academic programs, facilities, and other assets governed by the Board of Supervisors. The Board of Supervisors is invested by law with the authority to organize the University as necessary to achieve its mission of delivering instruction, conducting research, facilitating scholarly activity, and performing service and outreach to Louisiana. The institutions of the University are:

1. Louisiana State University and Agricultural and Mechanical College ("LSU"), the premier flagship university for the state.
2. Louisiana State University at Alexandria.
3. Louisiana State University at Eunice.
4. Louisiana State University at Shreveport.
5. Louisiana State University Health Sciences Center – New Orleans.
6. Louisiana State University Health Sciences Center – Shreveport.
7. Louisiana State University Agricultural Center.
8. Pennington Biomedical Research Center.
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.

### **President of LSU**

The term "President of LSU" or "President," as used in these **Bylaws**, shall refer to the duly appointed President or acting President of LSU, who shall be the chief executive officer of both the University and the LSU campus, and shall also be Secretary to the Board of Supervisors.

### **Chancellor**

The term "Chancellor," as used in these **Bylaws**, shall refer to the chief administrative officer of a campus or major administrative subdivision of the University, other than LSU, as designated by the Board, regardless of the actual title held by the individual serving the campus in that capacity.

## **Business Day**

The term "business day" as used in these **Bylaws**, shall refer to the business days as set by the LSU calendar.

## **ARTICLE II. OFFICERS AND STAFF OF THE BOARD**

### **Section 1. Chair, Chair-Elect and Immediate Past Chair**

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which "shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system." The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University.

The term "Chair of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors. The Chair 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, fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws.

The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.

In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.

At the first regular meeting in the third quarter of each calendar year, the Board shall elect from among its Supervisors a Chair-Elect, who shall serve for a maximum term of one year only. The Chair-Elect shall automatically succeed to the office of the Chair, which office will be for a maximum one-year term only. At the end of the Chair's term, the Chair shall automatically become the Immediate Past Chair and shall serve a one-year term.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes their term and then becomes the Immediate-Past Chair. When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.

By vote of 12 Supervisors, a Chair, Chair-Elect, or Past Chair may be removed from office, and the bylaw pertaining to vacancies shall apply.

**Section 2. Secretary and Office Staff**

The President of LSU shall be the Secretary to the Board, its Executive Committee, and other standing and special committees. There shall be administrative support staff 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 Chair, Secretary, or Board staff.

## ARTICLE III. 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 Chair of the Board at any time, or by the Secretary upon receipt of a written request therefore signed by nine (9) Supervisors and specifying the purpose of the desired meeting. Notification shall be distributed and received by each Supervisor at least one (1) calendar day before the time of the meeting.

### **Section 3. Recessed Meetings**

All meetings may be recessed from day to day until the completion of business.

### **Section 4. Quorum**

Ten (10) Supervisors, eligible to vote, shall constitute a quorum for the transaction of official business.

### **Section 5. Vote**

All official actions of the Board shall require the favorable vote of a majority of the Supervisors present and voting, and, in any event the favorable vote of at least seven (7) Supervisors. Proxy voting is prohibited.

### **Section 6. Agenda**

**The Secretary of the Board shall collect items and organize an agenda for Board meetings.**

All proposals for approval by the Board that emanate from the President or University officials shall be submitted to the President no less than fifteen (15) business days prior to the scheduled Regular Meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each Supervisor a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. The President and University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the schedule meeting date.

Proposals emanating from Supervisors may be placed on the agenda with approval by the Chair five (5) business days prior to a Regular Meeting. Upon written request of three (3) Supervisors, an item shall be added to the agenda if the item is submitted to the Chair at least five (5) business days prior to the scheduled Regular Meeting date. In accordance with the law, an item may be added to the agenda during a meeting.

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 proposal, but in no event should such submission be made less than two (2) 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.

In the event of a special Board meeting, the Chair shall dictate the timing of the preparations for an agenda.

The Board shall not act upon any matter not embraced in the notice for a meeting except upon unanimous vote consistent with La. R.S. 42:19.

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 notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President's discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

#### **Section 7. Required Information for Matters to be Approved by the Board or President**

All matters submitted to the President for approval either by the President or by the Board shall be submitted timely by the Chancellor or, for LSU, the President's designee(s), to the President. The President and officials designated by the President or the University Officers shall review all such submissions. If Board approval is required, the President and University Officers designated by the President shall prepare a proposal, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters.

All proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than ten (10) business 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 must be submitted to, and received by, the President at least three (3) business days prior to the date by which approval is needed. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

## 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 pledge of allegiance and may include an invocation.
- b. Correction and approval of minutes of preceding regular meeting and of all special meetings held subsequent thereto.
- c. Reports and recommendations of the President.
- d. Reports for Board approval and information.
- e. Reports and recommendations of standing and special committees.
- f. Report of the Board Chair.

### 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, 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 binding action shall be taken in a closed or executive session.

### 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 Supervisors shall be recorded. The remarks, personal views, or vote explanations of an individual Supervisor 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. Appointment and Term**

Supervisors of all standing committees, one of whom shall be designated as chair, and at least one of whom shall be designated as vice-chair, shall be appointed by the Chair of the Board at the time the Chair assumes office. The term of committee appointments shall run concurrently with that of the Chair.

Vacancies occurring among the appointive members of any committees, however arising, shall be filled by the Chair of the Board for the remainder of the unexpired term.

### **Section 2. Duties of the Committee Chair**

It shall be the duty of the chair 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 recommendations of the committee.

### **Section 3. 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 chair of the committee, or vice-chair in the chair's absence, may designate a Supervisor to serve as a substitute member of the committee concerned.

### **Section 4. Voting**

For voting to occur in a committee, a quorum must be present. All official actions of a committee require a favorable vote of the committee members present and voting, unless law requires approvals requiring different numbers or proportions of votes. Proxy voting is prohibited.

### **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. 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 below:

#### **A. Executive Committee**

The Chair and the Secretary to the Board shall be the chair and secretary respectively of the Executive Committee. The Chair-Elect and the Immediate Past Chair shall automatically be members of the executive committee. The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. In the event all three such officers are absent from a Board meeting, the committee shall elect a temporary chair from those present to preside over such meeting.

The Executive Committee shall consist of no less than seven (7) members including the Chair of the Board, the Chair-Elect and the Immediate Past Chair, and such other members as the Chair 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.

This committee engages in matters related to the training and professional development of Supervisors for the improvement of the body in governing the university. Tasks shall include oversight of the annual Board evaluation, presidential evaluation, professional development programs, and Board office operations. This committee shall also monitor legal, ethical, Bylaw, and Regulation compliance of Supervisors and adjudicate allegations against Supervisors and recommend sanctions.

**B. Academic 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. Pertaining to faculty, the committee shall require information about diversity and inclusion efforts related to academic staff employment. This committee is also tasked with matters assuring equitable access for underrepresented students and diversity among the study body. Also, honorifics and namings shall be heard by this committee.

**C. Athletic Committee**

Normally, to this committee shall be referred matters of policy concerning intercollegiate athletics of the University. In acting upon said matters, the Committee shall have the benefit of the advice and recommendation of the appropriate Athletic Councils. The committee shall request information and report as necessary on diversity and inclusion aspects of the athletic departments.

**D. Diversity and Inclusion Committee**

This committee shall meet as a committee of the whole. Normally, to this committee shall be referred general matters related to inclusion, equity, and diversity not specifically referred to other Board Committees. This committee of the whole will facilitate and ensure the work of other committees toward greater diversity and inclusion.

**E. External Affairs Committee**

Normally, to this committee shall be referred matters pertaining to initiatives to enhance the university's overall reputation, mission and strategic objectives. The matters shall include the protection and promotion of the university's brand, updates on communications and branding of the university, and matters involving university communication initiatives. The committee shall also be referred matters pertaining to the coordination, development, and promotion of communication messages on significant policy matters. The committee shall assist in advocating for the needs of the university with various state and federal entities.

## **F. Finance 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, revenue reallocation, and diversity supplier programs. The committee in addition shall devise and coordinate employee benefit packages, oversee administrative operations and regulations, **and approve scholarship programs**. The committee shall also oversee the relationship with affiliated organizations and business partners.

### **1. Partners and Affiliates Sub-Committee**

Normally, to this committee shall be referred matters related to the oversight of contractual relationships with entities outside the direct control of the University, but may be or perceived to be representatives of LSU or representing LSU's interest. Examples of such ancillary matters include organizations with affiliation agreements with the University, fundraising entities using LSU names and marks, property operators, and vendors of significant projects and relationships.

## **G. Healthcare and Medical Education Committee**

Normally, to this committee shall be referred matters concerning the education and training of students, the operation and management of the LSU Health Sciences Centers, including all components of the Health Care Services Division. This committee shall also focus on the state's healthcare delivery, training of health professionals to serve the need, to diversify the health professional workforce, and cover matters related to serving underserved areas.

## **H. 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, purchase or sale of land, lease or grant of rights in property, construction of buildings and other facilities, diversification of services used to maintain the assets, and other matters concerning the properties of the University.

## **I. Research & Agriculture Extension Committee**

Under the provisions of the 1862 Morrill Act and concurrence of the State of Louisiana, the University entered in an agreement with the federal government in which the University would provide for military training, and "teach such branches of learning as are related to agriculture and the mechanic arts...". The University further received funds for the Extension Service under the 1887 Hatch Act and the Research Station under the 1914 Smith-Lever Act. Normally, to this committee shall be those items that are in fulfillment of the land-grant mission and referred items shall relate for the promotion of agricultural sciences, animal husbandry, nutrition, rural development, engineering, and military science. Additionally, referred to this committee will be items related the use of the University's statewide outreach system in support of the state's broadband expansion and transmission of governmental services. This committee will also consider diversity and inclusion efforts within the research enterprise and service the citizenry.

## **J. Risk Management Committee**

Normally to this committee shall be matters related to the identification, assessment, and mitigation of risk to the Board and University. This committee may also take up matters related relationships between the University and external organizations that be viewed as representing the University's interest. The committee shall maintain three sub-committees:

1. Legal Affairs Sub-Committee

Normally, to this committee shall be referred matters relating to the university's legal and regulatory issues, including current and potential litigation; new or changing laws and regulations that may affect the University; university legal services related to patents, mineral rights, and contract negotiation; sexual harassment and Title IX compliance; compliance with anti-discrimination laws and regulations in employment and enrollment; and compliance with the Louisiana Code of Governmental Ethics.

2. Audit Sub-Committee

Normally, to this committee shall be referred matters relating to the University Audit Plan, risk assessment, reviewing both internal and external audit reports, monitoring and auditing financial controls, diversity and inclusion programs, affiliation relationship overview, and reviewing rules and regulations concerning compliance.

**K. Title IX and Access Compliance Committee**

Normally, to this committee shall be referred all matters related to equal rights and opportunities, especially those related to compliance with federal law pertaining sex-based misconduct, gender discrimination, disability discrimination, and other unfair barriers to participation. The committee may consider policies for sex and power-based transgressions, physical and programmatic access of citizens with varying needs, equal opportunity programs, and policies for anti-discrimination.

**Section 7. Special Committees**

As the necessity therefore arises, the Chair 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 Chair of the Board shall determine the number of its members and designate the chair and vice-chair thereof. The Chair may also appoint ad hoc committees for special assignments for specified periods of existence not to exceed the completion of the assigned task. The term of all special committee ceases when the term of the appointing Chair concludes.

**Section 8. Representative on Standing Committees of the Louisiana Board of Regents**

In accordance with the provisions of R.S. 17:3399.5, the Chair shall appoint a Supervisor to represent the University on select standing committees of the Louisiana Board of Regents.

## **ARTICLE VI. COMMUNICATIONS TO THE BOARD**

All communications to the Board, or to any committee thereof, from persons having official relations with the University shall be filed in writing with the President and duly transmitted by the President to the Board; but all communications from a student organization, faculty member, officer, or employee of any campus or University-wide unit shall be transmitted to the President through the Chancellor or, for LSU, the President's designee, and transmitted by the President to the Board or any of its committees. The President, the President's designee, or the Chancellor shall have the authority to read and comment upon the communication but shall not delay or withhold such communications.

## ARTICLE VII. AUTHORITY OF THE BOARD

### Section 1. Matters Requiring Approval by the Board

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

#### A. General Rule

Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

#### B. Academic Programs & Organization

The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

#### C. Conferral of Degrees and Certificates

The Board shall award degrees. For candidates meeting the faculty's requirements for a degree, certificate, or diploma, the Board approves the conferral degrees and authorizes the President and respective Chancellor to award the degree. Honorary degrees and posthumous degrees are included, and the President shall establish processes for review of honorary and posthumous degrees. Approval by the Board is not required for educational programs regulated by the Board of Elementary & Secondary Education or any non-credit continuing education program.

All recipients of credentials from approved programs shall enjoy the honors, rights, and privileges of possessing such a credential. Such degrees and certificates shall carry the seal of the University.

#### D. Transfer of Title to Immovable Property

The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.

#### E. Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, where either:

1. the lease is potentially for a term of more than five (5) years or, for leases for agricultural purposes, more than eight (8) years (include any optional renewal terms provided for in the lease to calculate the potential term);
2. the lease is for more than 10,000 square feet of building space;
3. the lease is for more than five (5) acres of unimproved land for non-agricultural purposes;
4. the lease is for unimproved land for agricultural purposes and exceeds 50% of the land of a particular research station or similar facility;
5. the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it (for example, the lease of farm land for the purpose of constructing a building on it, or the lease of a building for the purpose of having it demolished);
6. the lease is for the construction or renovation of any fraternity or sorority house; or

7. the lease raises significant questions of policy, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.
8. For purposes of these Bylaws, a "lease" shall mean any agreement allowing for the use or occupancy of building space or land on an exclusive basis for a continuous term of six (6) months or more or for a term of 11 months or more in any 12 month period. "Lease" shall not include agreements allowing for occasional, sporadic, or incidental use or occupancy of building space or land.

**F. Granting of Mineral Rights or Other Significant Rights in Immovable Property**

Any matter related to the assignment, sale, purchase, transfer, or donation of mineral rights in immovable property to or from the Board.

**G. Capital Improvements**

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:

1. the construction cost is projected to be greater than \$1 million;
2. the building or other structure being constructed will exceed 10,000 gross square feet of space; or
3. the use of the land as a result of the proposed construction is inconsistent with any applicable Master Plan approved by the Board.

**H. Schematic Designs**

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where the construction cost is anticipated to exceed \$1 million.

**I. Bonds and Indebtedness**

Issuing any bonds or borrowing funds in any other manner, whether secured by the pledge of a revenue stream, property of the Board, or other means.

**J. Major Contracts**

Any contract or series of related contracts that either:

1. requires Board approval pursuant to the Higher Education Procurement Code adopted by the Board;
2. is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements; or,
3. raises significant financial, educational, or other policy issues, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.

**K. Non-Academic Affiliation Agreements**

Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

**L. Matters related to personnel:**

1. The hiring process, appointment, annual evaluation, and all other personnel actions relating to the President
2. Appointments, salary increases greater than 10%, salary decreases, and terminations for Chancellors, University Officers, and other staff reporting directly to the President.
3. **Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above**
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 their designees.
5. The Board authorizes and approves the payment of any salary supplemental benefits to its employees by the support organizations with whom the Board has affiliation agreements.

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.

**M. Student Charges**

The Board shall approve any increase in tuition or mandatory fees.

**N. Other Significant Matters**

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

**O. Amendments and Variations to Agreements or Projects**

1. When a significant amendment or modification to an agreement or project already approved by the Board is proposed, the President shall provide written notice of the proposed amendment or modification to the Chair and Chair-elect of the Board and the chair of the relevant Board committee at least five (5) business days prior to executing or approving the amendment or modification. After this consultation with the Board leadership, the President may either (i) execute the amendment or approve the modification or (ii) cause the matter to be resubmitted to the Board for additional consideration.
2. For purposes of this subsection, a significant amendment or modification is one that either: (i) increases or decreases the dollar value of the agreement or project by more than 20% or \$5 million, whichever is less; (ii) extends the length (term) of the agreement or project by 20% or causes it to exceed five (5) years; or (iii) substantially alters the risks and benefits of the agreement or project to the University.
3. Approval is required for any significant amendments or modifications to any agreement or project for which Board approval is required by this Section 1.

**Section 2. Board Approval of Capital Outlay Requests and Operating Budgets Shall Not Constitute Board Authority to Proceed**

- A. 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.

- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

### **Section 3. Reports to the Board**

At least twice a year, the President shall provide the following summary reports to the Board. Each list should be sorted by both campus and, where applicable, whether the approval was by the Board, the President, or a Chancellor or other official. Unless otherwise stated, each list should provide the listed information for the three-year period preceding the report. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for each report.

### **Section 4. Executive Committee**

- A. 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 Supervisor in writing, or, in emergency circumstances, by telephone, e-mail, or in person.
- B. 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 University 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 three (3) business days.
- C. When the Chair determines that the Executive Committee is not able to meet timely in the situations provided for in Section 4.B, 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 three (3) business days and a full written report of actions at the next regular board meeting.

### **Section 5. No Third Party Rights**

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.

**Section 6. Mission of the University**

The Board will regularly review the mission of the University and the missions of all the institutions defined in Article I.

**Section 7. Ethics Code, Conflicts of Interest and Compliance**

The Supervisors will comply with the Louisiana Code of Governmental Ethics and any applicable state statutes and federal regulations. Supervisors serve as public servants and have an obligation for all decisions to be made solely on the basis and desire to promote the best interest of the University and protect the University from undue influence by external persons or bodies.

**Section 8. Removal of Board Members**

The Board conforms to Article X, Section 24 of the Louisiana State Constitution regarding removal of its members.

## ARTICLE VIII. AUTHORITY OF THE PRESIDENT

### Section 1. Grant of Authority By Board to President

- A. 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. The President is authorized to take action deemed in the best interest of the University.
- B. The President additionally is authorized to delegate to Chancellors or such other officials as the President may designate authority vested in the President when the President deems it to be in the best interests of the University and consistent with the provisions and purposes of this Article. 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 Article shall remain in effect until amended or supplemented by the President or the Board.

### Section 2. Matters Requiring Approval by the President

The following matters shall require approval by the President or a University Officer designated by the President, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. No such matter shall be undertaken or approved by or for any campus or the University without prior review by appropriate University Officers and formal approval by the President or a University Officer to whom the President has expressly delegated such authority in writing.

#### A. Servitudes

Agreements to provide servitudes, rights of passage, and similar encumbrances to immovable property owned or controlled by the Board. If the President, in consultation with the Chair and Chair-Elect and the chair of the relevant Board committee, determines that a particular servitude raises significant fiscal or policy issues, the President shall cause the matter to be submitted to the Board for consideration. **Delegation:** The President may, by policy memorandum, establish a process for review of temporary servitudes and similar rights of use and approval by the Chancellors or other officials where: (i) the servitude is for a term that does not exceed five (5) years; and (ii) the servitude is for five (5) acres of land or less; provided further that if the temporary servitude or right of use is on land immediately adjacent to land controlled by another campus, written notice shall be provided to the adjacent campus at least fifteen (15) business days prior to execution.

#### B. Timber and Crop Sales

The sale of timber, crops, and similar fruits produced on a parcel of land. **Delegation:** The President may, by policy memorandum, establish a process for review of such sales and approval by the Chancellors or other officials.

#### C. Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such leases and approval by the Chancellors or other officials where: (i) the lease is for a term of three (3) years or less or, for leases for agricultural purposes, five (5) years or less; (ii) the lease is not being entered into pursuant to the authority of La. R.S. 17:3361 (the statute authorizing the Board to enter into leases with fraternities and sororities, non-profits, public bodies, and similar entities); and either (iii) the lease is for 5,000 square feet of building space or less; or (iv) the lease is for non-agricultural purposes and does not exceed three (3) acres or is for agricultural purposes and does not exceed 25% of the land of a particular research station or similar facility.

#### **D. Capital Improvements**

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such projects and approval by the Chancellors or other officials where: (i) the projected construction cost does not exceed \$175,000; and (ii) the building or other structure being constructed will not exceed 5,000 gross square feet of space.

#### **E. Design Contracts**

Contracts for the design of buildings or other capital improvements. **Delegation:** The President may, by policy memorandum, establish a process for review of such design contracts and approval by the Chancellors or other officials.

#### **F. Schematic Designs**

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where Board approval is not required.

#### **G. Major Donations of Movable Property**

Acceptance of any donation of movable property or a collection of movable property that either: (i) is valued at more than \$150,000 or (ii) would require maintenance costs exceeding \$50,000 annually. **Delegation:** The President may, by policy memorandum, establish a process for review of such donations and approval by the Chancellors or other officials where: (i) the value of the donation does not exceed \$1 million, and (ii) the maintenance costs do not exceed \$100,000 annually.

#### **H. Use Agreements**

Use agreements relating to the granting of rights to any University or campus property or property rights involving a total of \$100,000 or more. **Delegation:** The President may, by policy memorandum, establish a process for review of such use agreements by the Chancellors or other officials where the agreement does not exceed \$250,000.

#### **I. Restricted Accounts**

Restricting accounts of self-generated revenue, so that the funds can be maintained in the account from one fiscal year to the next.

#### **J. Debt Write-Off**

Determining that debts are uncollectible and causing them to be removed from the financial statements of the University or its campuses.

#### **K. Predial Servitudes, Rights of Use or Passage, and Rights to Immovable Property**

The President is delegated the authority to grant and execute predial servitude agreements and rights of use or passage, and otherwise to grant similar limited rights to immovable property. Notwithstanding any other provisions of these Bylaws, with regard to any agreements or other documents granting predial servitudes or rights of use or passage, or otherwise granting similar limited rights to immovable property, which are filed in the conveyance records of the Parish in which the immovable property is located, third-parties may conclusively rely on any act, executed by the President, whether by authentic act or act under private signature duly acknowledged, in which the President represents that the President is duly authorized by the Board, pursuant to these Bylaws, to execute such agreements on behalf of the Board. The President may, by authentic

act or act under private signature duly acknowledged, appoint one or more agents to exercise the rights and authority provided by these Bylaws and this subsection K.

**ARTICLE IX. RIGHTS, DUTIES, AND RESPONSIBILITIES  
OF PRINCIPAL ADMINISTRATIVE OFFICERS OF THE UNIVERSITY**

**Section 1. Officers of the University**

Officers of the University 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 University. 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.

**Section 2. President of LSU**

- A. The President shall be the chief executive officer of the University in all its divisions and campuses, shall serve as Secretary to the Board, and shall exercise complete executive authority for the LSU campus, subject to the direction and control of the Board. Except as herein otherwise provided, the President shall be responsible to the Board for the conduct of the University 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 University. 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 the President to meet the extensive responsibilities. The President shall be authorized to act in the best interest of the University.
- B. The President shall attend the meetings of the Board and its various committees.
- C. Subject to the direction and control of the Board, the President shall
  - 1. In consultation with the Chancellor, define the mission of each campus or institution and allocate functions and programs to each.
  - 2. Establish administrative policies and procedures.
  - 3. Implement educational policies.
  - 4. Coordinate the activities among the various campuses.
  - 5. Prepare and present a consolidated budget. In preparing and presenting this consolidated budget, the President will give appropriate consideration to the individual needs of each campus and will respect the significant level of authority needed by the Chancellors to operate their respective campuses, in accordance with institutional accreditation requirements.
  - 6. Serve as governmental liaison and spokesman for the University to the alumni, news media, and the general public.
  - 7. Promote the general welfare and development of the University in its several parts and as a whole.
- D. Within the framework of the functions and programs assigned to LSU by the Board and the President, the President shall implement educational and administrative policies for LSU. The President shall prepare an organizational chart of the major divisions of LSU and shall designate such duties and responsibilities as the President deems proper.
- E. The President shall be responsible for the budget of LSU, including the functions of review and recommendation concerning the budgets of all divisions of the campus and preparation of a consolidated budget, as well as execution of the budget as approved by the Board.

- F. The President shall establish and maintain lines of communication with the Chancellor of each campus. The channel for official communications between the President and the various campuses, other than LSU, shall be through the Chancellor in charge of each campus.
- G. The President shall assume and retain control at all times over all budgets of the University.
- H. The President shall have authority to appoint such committees from among the academic and nonacademic staff of the University as deemed desirable for the purpose of advising the President in connection with any problems of the University. The Chancellor of a campus shall be notified of all such appointments of personnel on their campus.
- I. The President shall be a member of all faculties and shall serve as chair of all Faculty Councils. For LSU, the President may designate another official to also serve as a member of all faculties on the campus and to serve as Vice-Chair of the Faculty Council.
- J. For clarity, where the Bylaws or Regulations of the Board or any policy or regulation issued or adopted under the authority of the Board or the President require consultation with or recommendation or approval by the Chancellor of a campus and approval or further recommendation of the President, for the LSU campus the action of the President shall fulfill such requirement, provided that the President may, in the President's discretion, choose to designate other appropriate officials to make recommendations or take other actions for the LSU campus.

**Section 3. University Officers**

University Officers shall be the executive officials who report directly to the President and/or the Board and have University-wide responsibilities, and shall include a chief academic officer, a chief financial officer, a general counsel, a chief internal auditor, and such other officers as deemed necessary for the efficient operation of the University, to be appointed by the President with approval of the Board. As designated in writing by the President and approved by the Board, University Officers may have both University-wide and campus-specific duties and responsibilities. The University 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 University, other than LSU, 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 the Chancellor 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; all resolutions, policies, rules, and regulations adopted by the Board for the administration and operation of the University, 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 the Chancellor to meet their extensive responsibilities. In the performance of their duties and responsibilities, the Chancellor shall have direct access to the President. The Chancellor shall be the official medium of communication between the President and all personnel of their 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 their administrative or academic staff to aid in presentations to the Board.
- D. The Chancellor shall be a member of all faculties on their campus and shall be Vice-Chair of the Faculty Council of their campus.
- E. 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 their campus. The Chancellor shall prepare an organizational chart of the major divisions of the campus and shall designate such duties and responsibilities as the Chancellor deems proper.
- F. The Chancellor shall be responsible to the President for the budget of their 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 Leadership Council for the University**

The President shall have a Leadership Council for the University. It shall consist of the President, any University Officers that the President shall designate, and the Chancellors. The President shall serve as Chair, or, in the President's absence a University Officer that the President shall designate shall serve in the President's place. The functions of the Council shall be to discuss common problems, exchange information, review the operation of the University, and advise the President on matters of general policy and administration.



## **ARTICLE X. RIGHTS, DUTIES, AND RESPONSIBILITIES OF THE ACADEMIC STAFF**

### **Section 1. 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 exists: instruction, research, and public service. Those members of the academic staff who comprise the faculty of the University are charged to determine the educational policy of the University through deliberative action in their respective units and divisions.

### **Section 2. Academic Freedom**

The University 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 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, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University, the staff member must indicate clearly that they are 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 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. 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 University 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 XI. 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) calendar 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 XII. 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 XIII. ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 20th 13th day of September, 2021.

## ARTICLE XIV. 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.



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## Board of Supervisors

WORKING DRAFT  
Drafted July 21, 2021

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

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BYLAWS

Effective ~~August 14, 2020~~ September 13, 2021

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## BYLAWS OF THE LSU BOARD OF SUPERVISORS

### ARTICLE I. DEFINITIONS

#### **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 and shall be composed of the Board of Supervisors, duly appointed and qualified as provided by law.

#### **Chair of the Board**

~~The term "Chair of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors.~~

#### **University**

The term "University" when used in these **Bylaws**, shall refer to the collection campuses, academic programs, facilities, and other assets governed by the Board of Supervisors. The Board of Supervisors is invested by law with the authority to organize the University as necessary to achieve its mission of delivering instruction, conducting research, facilitating scholarly activity, and performing service and outreach to Louisiana. The institutions of the University are:

1. Louisiana State University and Agricultural and Mechanical College ("LSU"), the premier flagship university for the state.
2. Louisiana State University at Alexandria.
3. Louisiana State University at Eunice.
4. Louisiana State University ~~at~~ Shreveport.
5. Louisiana State University Health Sciences Center - New Orleans.
6. Louisiana State University Health Sciences Center - Shreveport.
7. Louisiana State University Agricultural Center.
8. Pennington Biomedical Research Center.
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.

#### **President of LSU**

The term "President of LSU" or "President," as used in these **Bylaws**, shall refer to the duly appointed President or acting President of LSU, who shall be the chief executive officer of both the University and the LSU campus, and shall also be Secretary to the Board of Supervisors.

### Chancellor

The term "Chancellor," as used in these **Bylaws**, shall refer to the chief administrative officer of a campus or major administrative subdivision of the University, other than LSU, as designated by the Board, regardless of the actual title held by the individual serving the campus in that capacity.

### Business Day

The term "business day" as used in these **Bylaws**, shall refer to the business days as set by the LSU calendar.

## ARTICLE II. OFFICERS AND STAFF OF THE BOARD

### Section 1. Chair, Chair-Elect and Immediate Past Chair

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which "shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system." The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University.

The term "Chair of the Board," as used in these Bylaws, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors. The Chair 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, fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws.

The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.

In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.

At the first regular meeting in the third quarter of each calendar year, the Board shall elect from among its ~~members~~ Supervisors a Chair-Elect, who shall serve for a maximum term of one year only. The Chair-Elect shall automatically succeed to the office of the Chair, which office will be for a maximum one-year term only. At the end of the Chair's term, the Chair shall automatically become the Immediate Past Chair and shall serve a one-year term.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes their term and then becomes the Immediate-Past Chair. When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.

By vote of 12 membersSupervisors, a Chair, Chair-Elect, or Past Chair may be removed from office, and the bylaw pertaining to vacancies shall apply.

**Section 2. Secretary and Office Staff**

The President of LSU shall be the Secretary to the Board, its Executive Committee, and other standing and special committees. There shall be administrative support staff 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 Chair, Secretary, or Board staff.



## ARTICLE III. 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 Chair of the Board at any time, or by the Secretary upon receipt of a written request therefore signed by nine (9) ~~members~~ Supervisors and specifying the purpose of the desired meeting. Notification shall be distributed and received by each ~~member~~ Supervisor at least one (1) calendar day 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 unanimous the vote of two-thirds (2/3) of the quorum of the Board consistent with La. R.S. 42:19.~~

### 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~~ Supervisors, eligible to vote, shall constitute a quorum for the transaction of official business.

### Section 5. Vote

All official actions of the Board shall require the favorable vote of a majority of the ~~Board members~~ Supervisors present and voting, and, in any event the favorable vote of at least seven (7) ~~members~~ Supervisors. Proxy voting is prohibited.

### Section 6. Agenda

The Secretary of the Board shall collect items and organize an agenda for Board meetings.

All proposals for approval by the Board that emanate from the President or University officials shall be submitted to the President no less than fifteen (15) business days prior to the scheduled ~~Regular M~~ meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each ~~member~~ Supervisor of the Board a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. ~~Upon written request of three (3) members of the Board that a particular item be included received at least seven (7) business days prior to the schedule meeting date, the President shall place the subject or subjects upon the agenda.~~ The President and University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the schedule meeting date.

Proposals emanating from members of the Board Supervisors may be placed on the agenda with approval by the Chair five (5) business days prior to a Regular Meeting. Upon written request of three (3) members Supervisors of the Board, an item shall be added to the agenda if the item is submitted to the Chair that a particular item be included received at least seven (7) five (5) business days prior to the scheduled Regular Meeting date, the President shall place the subject or subjects upon the agenda. In accordance with the law, an item may be added to the agenda during a meeting.

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 proposal, but in no event should such submission be made less than two (2) 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.

In the event of a special Board meeting, the Chair shall dictate the timing of the preparations for an agenda.

The Board shall not act upon any matter not embraced in the notice for a meeting except upon unanimous vote consistent with La. R.S. 42:19.

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 notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President's discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

#### **Section 7. Required Information for Matters to be Approved by the Board or President**

All matters submitted to the President for approval either by the President or by the Board shall be submitted timely by the Chancellor or, for LSU, the President's designee(s), to the President. The President and officials designated by the President or the University Officers shall review all such submissions. If Board approval is required, the President and University Officers designated by the President shall prepare a proposal, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters.

All proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than ten (10) business 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 must be submitted to, and received by, the President at least three (3) business days prior to the date by which approval is needed. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.



## 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 pledge of allegiance and may include an invocation.
- b. Correction and approval of minutes of preceding regular meeting and of all special meetings held subsequent thereto.
- c. Reports and recommendations of the President.
- d. Reports for Board approval and information.
- e. Reports and recommendations of standing and special committees.
- f. Report of the Board Chair.

### 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, 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 binding action shall be taken in a closed or executive session.

### 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~~ Supervisors shall be recorded. The remarks, personal views, or vote explanations of an individual ~~Board Supervisor 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. Appointment and Term

~~Members-Supervisors~~ of all standing committees, one of whom shall be designated as chair, and at least one of whom shall be designated as vice-chair, shall be appointed by the Chair of the Board at the time the Chair assumes office. The term of committee appointments shall run concurrently with that of the Chair.

Vacancies occurring among the appointive members of any committees, however arising, shall be filled by the Chair of the Board for the remainder of the unexpired term.

### Section 2. Duties of the Committee Chair

It shall be the duty of the chair 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 recommendations of the committee.

### Section 3. 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 chair of the committee, or vice-chair in the chair's absence, may designate a ~~member of the Board~~Supervisor to serve as a substitute member of the committee concerned.

### Section 4. Voting

For voting to occur in a committee, a quorum must be present. All official actions of a committee require a favorable vote of the committee members present and voting, unless law requires approvals requiring different numbers or proportions of votes. Proxy voting is prohibited.

### 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. 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 below:

#### A. Executive Committee

The Chair and the Secretary to the Board shall be the chair and secretary respectively of the Executive Committee. The Chair-Elect and the Immediate Past Chair shall automatically be members of the executive committee. The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. In the event all three such officers are absent from a Board meeting, the committee shall elect a temporary chair from those present to preside over such meeting.

The Executive Committee shall consist of no less than seven (7) members including the Chair of the Board, the Chair-Elect and the Immediate Past Chair, and such other members as the Chair 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.

This committee engages in matters related to the training and professional development of members-Supervisors for the improvement of the body in governing the university. Tasks shall include oversight of the annual Board evaluation, presidential evaluation, professional development programs, and Board office operations. This committee shall also monitor legal, ethical, Bylaw, and Regulation compliance of Board membersSupervisors and adjudicate allegations against members sSupervisors and recommend sanctions.

#### **B. ~~Academic and Research~~ 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. Pertaining to faculty, the committee shall require information about diversity and inclusion efforts related to academic staff employment. This committee is also tasked with matters assuring equitable access for underrepresented students and diversity among the study body. Also, honorifics and namings shall be heard by this committee.

#### **C. ~~Affiliated Organizations Oversight~~ Committee**

~~Normally, to this committee shall be referred matters relating to the university's relationship with affiliated organizations. The matters shall include agreements, leases, financials, and any other matters relevant to the relationship of the university to the organizations.~~

#### **D.C.          Athletic Committee**

Normally, to this committee shall be referred matters of policy concerning intercollegiate athletics of the University. In acting upon said matters, the Committee shall have the benefit of the advice and recommendation of the appropriate Athletic Councils. The committee shall request information and report as necessary on diversity and inclusion aspects of the athletic departments.

#### **E. ~~Audit~~ Committee**

~~Normally, to this committee shall be referred matters relating to the University Audit Plan, risk assessment, reviewing both internal and external audit reports, monitoring and auditing financial controls, diversity and inclusion programs, affiliation relationship overview, and reviewing rules and regulations concerning compliance.~~

#### **F.D.          Diversity and Inclusion Committee**

This committee shall meet as a committee of the whole. Normally, to this committee shall be referred general matters related to inclusion, equity, and diversity not specifically referred to

~~other Board Committees, in admissions, enrollments, or employment, as well as any associations or relationships involving the University. This committee of the whole will facilitate and ensure the work of other committees toward greater diversity and inclusion.~~

#### **G.E. External Affairs Committee**

Normally, to this committee shall be referred matters pertaining to initiatives to enhance the university's overall reputation, mission and strategic objectives. The matters shall include the protection and promotion of the university's brand, updates on communications and branding of the university, and matters involving university communication initiatives. The committee shall also be referred matters pertaining to the coordination, development, and promotion of communication messages on significant policy matters. The committee shall assist in advocating for the needs of the university with various state and federal entities.

#### **H.F. Finance 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, and diversity supplier programs.~~ The committee in addition shall devise and coordinate employee benefit packages, oversee administrative operations and regulations, ~~and approve scholarship programs. The committee shall also oversee the relationship with affiliated organizations and business partners, and coordinate facility and fixed asset management planning.~~

##### 1. Partners and Affiliates Sub-Committee

Normally, to this committee shall be referred matters related to the oversight of contractual relationships with entities outside the direct control of the University, but may be or perceived to be representatives of LSU or representing LSU's interest. Examples of such ancillary matters include organizations with affiliation agreements with the University, fundraising entities using LSU names and marks, property operators, and vendors of significant projects and relationships.

#### **I.G. Healthcare and Medical Education Committee**

Normally, to this committee shall be referred matters concerning the education and training of students, the operation and management of the LSU Health Sciences Centers, including all components of the Health Care Services Division. ~~This committee shall also focus on the state's healthcare delivery, training of health professionals to serve the need, to diversify the health professional workforce, and cover matters related to serving underserved areas.~~

#### **J. Legal Affairs Committee**

~~Normally, to this committee shall be referred matters relating to the university's legal and regulatory issues, including current and potential litigation, new or changing laws and regulations that may affect the University; university legal services related to patents, mineral rights, and contract negotiation; sexual harassment and Title IX compliance; compliance with anti-discrimination laws and regulations in employment and enrollment; and compliance with the Louisiana Code of Governmental Ethics.~~

#### **K.H. 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, purchase or sale of land, lease or grant of rights in property, construction of buildings and other facilities, diversification of services used to maintain the assets, and other matters concerning the properties of the University.

#### **I. Research & Agriculture Extension Committee**

Under the provisions of the 1862 Morrill Act and concurrence of the State of Louisiana, the University entered in an agreement with the federal government in which the University would provide for military training, and "teach such branches of learning as are related to agriculture and the mechanic arts...". The University further received funds for the Extension Service under the 1887 Hatch Act and the Research Station under the 1914 Smith-Lever Act. Normally, to this committee shall be those items that are in fulfillment of the land-grant mission and referred items shall relate for the promotion of agricultural sciences, animal husbandry, nutrition, rural development, engineering, and military science. Additionally, referred to this committee will be items related the use of the University's statewide outreach system in support of the state's broadband expansion and transmission of governmental services. This committee will also consider diversity and inclusion efforts within the research enterprise and service the citizenry.

#### **J. Risk Management Committee**

Normally to this committee shall be matters related to the identification, assessment, and mitigation of risk to the Board and University. This committee may also take up matters related relationships between the University and external organizations that be viewed as representing the University's interest. The committee shall maintain three sub-committees:

##### **1. Legal Affairs Sub-Committee**

Normally, to this committee shall be referred matters relating to the university's legal and regulatory issues, including current and potential litigation; new or changing laws and regulations that may affect the University; university legal services related to patents, mineral rights, and contract negotiation; sexual harassment and Title IX compliance; compliance with anti-discrimination laws and regulations in employment and enrollment; and compliance with the Louisiana Code of Governmental Ethics.

##### **2. Audit Sub-Committee**

Normally, to this committee shall be referred matters relating to the University Audit Plan, risk assessment, reviewing both internal and external audit reports, monitoring and auditing financial controls, diversity and inclusion programs, affiliation relationship overview, and reviewing rules and regulations concerning compliance.

##### **1. Partners and Affiliates Sub-Committee**

Normally, to this committee shall be referred matters related to the oversight of contractual relationships with entities outside the direct control of the University, but may be or perceived to be representatives of LSU or representing LSU's interest. Examples of such ancillary matters include organizations with affiliation agreements with the University,



fundraising entities using LSU names and marks, property operators, and vendors of significant projects and relationships,

**K. Title IX and Access Compliance Committee**

Normally, to this committee shall be referred all matters related to equal rights and opportunities, especially those related to compliance with federal law pertaining sex-based misconduct, gender discrimination, disability discrimination, and other unfair barriers to participation. The committee may consider policies for sex and power-based transgressions, physical and programmatic access of citizens with varying needs, equal opportunity programs, and policies for anti-discrimination.

**Section 7. Special Committees**

As the necessity therefore arises, the Chair 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 Chair of the Board shall determine the number of its members and designate the chair and vice-chair thereof. The Chair may also appoint ad hoc committees for special assignments for specified periods of existence not to exceed the completion of the assigned task. The term of all special committee ceases when the term of the appointing Chair concludes.

**Section 8. Representative on Standing Committees of the Louisiana Board of Regents**

In accordance with the provisions of R.S. 17:3399.5, the Chair shall appoint a ~~member of the Board~~Supervisor to represent the University on select standing committees of the Louisiana Board of Regents.

#### **ARTICLE VI. COMMUNICATIONS TO THE BOARD**

All communications to the Board, or to any committee thereof, from persons having official relations with the University shall be filed in writing with the President and duly transmitted by the President to the Board; but all communications from a student organization, faculty member, officer, or employee of any campus or University-wide unit shall be transmitted to the President through the Chancellor or, for LSU, the President's designee, and transmitted by the President to the Board or any of its committees. The President, the President's designee, or the Chancellor shall have the authority to read and comment upon the communication but shall not delay or withhold such communications.

## ARTICLE VII. AUTHORITY OF THE BOARD

### Section 1. Matters Requiring Approval by the Board

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

#### A. General Rule

Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

#### B. Academic Programs & Organization

The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

#### C. Conferral of Degrees and Certificates

The Board shall award degrees. For candidates meeting the faculty's requirements for a degree, certificate, or diploma, the Board approves the conferral degrees and authorizes the President and respective Chancellor to award the degree. Honorary degrees and posthumous degrees are included, and the President shall establish processes for review of honorary and posthumous degrees. Approval by the Board is not required for educational programs regulated by the Board of Elementary & Secondary Education or any non-credit continuing education program.

All recipients of credentials from approved programs shall enjoy the honors, rights, and privileges of possessing such a credential. Such degrees and certificates shall carry the seal of the University.

#### ~~B.D.~~ Transfer of Title to Immovable Property

The transfer of title or ownership to any immovable property to or from the Board, whether by sale, assignment, donation, or other mechanism.

#### ~~C.E.~~ Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, where either:

1. the lease is potentially for a term of more than five (5) years or, for leases for agricultural purposes, more than eight (8) years (include any optional renewal terms provided for in the lease to calculate the potential term);
2. the lease is for more than 10,000 square feet of building space;
3. the lease is for more than five (5) acres of unimproved land for non-agricultural purposes;
4. the lease is for unimproved land for agricultural purposes and exceeds 50% of the land of a particular research station or similar facility;
5. the anticipated use of the building or land by the lessee would fundamentally transform the building or land and alter the purposes for which the University can use it (for example, the lease of farm land for the purpose of constructing a building on it, or the lease of a building for the purpose of having it demolished);
6. the lease is for the construction or renovation of any fraternity or sorority house; or

7. the lease raises significant questions of policy, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.
8. For purposes of these Bylaws, a "lease" shall mean any agreement allowing for the use or occupancy of building space or land on an exclusive basis for a continuous term of six (6) months or more or for a term of 11 months or more in any 12 month period. "Lease" shall not include agreements allowing for occasional, sporadic, or incidental use or occupancy of building space or land.

**D.F. Granting of Mineral Rights or Other Significant Rights in Immovable Property**

Any matter related to the assignment, sale, purchase, transfer, or donation of mineral rights in immovable property to or from the Board.

**E.G. Capital Improvements**

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board where either:

1. the construction cost is projected to be greater than \$1 million;
2. the building or other structure being constructed will exceed 10,000 gross square feet of space; or
3. the use of the land as a result of the proposed construction is inconsistent with any applicable Master Plan approved by the Board.

**F.H. Schematic Designs**

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where the construction cost is anticipated to exceed \$1 million.

**G.I. Bonds and Indebtedness**

Issuing any bonds or borrowing funds in any other manner, whether secured by the pledge of a revenue stream, property of the Board, or other means.

**H.J. Major Contracts**

Any contract or series of related contracts that either:

1. requires Board approval pursuant to the Higher Education Procurement Code adopted by the Board;
2. is a Cooperative Endeavor Agreement for which approval by the Joint Legislative Committee on the Budget is required pursuant to applicable state law, including but not limited to La. R.S. 39:366.11, and any joint ventures, partnerships, and similar agreements; or
3. raises significant financial, educational, or other policy issues, such as privatization of a major University function, as determined by the President, in consultation with the Chair and Chair-Elect of the Board and the chair of the relevant Board committee.

**I. Academic Programs**

~~Any new academic degree program.~~

**J.K. Non-Academic Affiliation Agreements**

Any affiliation agreement with a private non-profit foundation formed to support the programs, facilities, and research and educational opportunities offered by one or more campuses of the University, or the University as a whole.

**K.L. Matters related to personnel:**

1. The hiring process, appointment, annual evaluation, and all other personnel actions relating to the President
  2. Appointments, salary increases greater than ~~15~~10%, salary decreases, and terminations for Chancellors, ~~and for~~ University Officers, ~~and other staff reporting directly to the President.~~
  3. ~~Appointments and all other personnel actions relating to Headvarsity athletics cCoaches and Athletic Directors for only those receiving a salary of \$250,000 or above.~~ Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.
  4. ~~Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.~~
  - 5.4. 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 their designees.
  - 6.5. The Board authorizes and approves the payment of any salary supplemental benefits to its employees by the support organizations with whom the Board has affiliation agreements.
- 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.

**M. Student Charges**

~~The Board shall approve Aany increase in tuition or mandatory fees. increase or change in the purpose of a student fee.~~

**L.N. Other Significant Matters**

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

**M.O. Amendments and Variations to Agreements or Projects**

1. When a significant amendment or modification to an agreement or project already approved by the Board is proposed, the President shall provide written notice of the proposed amendment or modification to the Chair and Chair-elect of the Board and the chair of the relevant Board committee at least five (5) business days prior to executing or approving the amendment or modification. After this consultation with the Board leadership, the President may either (i) execute the amendment or approve the modification or (ii) cause the matter to be resubmitted to the Board for additional consideration.
2. For purposes of this subsection, a significant amendment or modification is one that either: (i) increases or decreases the dollar value of the agreement or project by more than 20% or \$5 million, whichever is less; (ii) extends the length (term) of the agreement or project by 20% or causes it to exceed five (5) years; or (iii) substantially alters the risks and benefits of the agreement or project to the University.
3. Approval is required for any significant amendments or modifications to any agreement or project for which Board approval is required by this Section 1.

**Section 2. Board Approval of Capital Outlay Requests and Operating Budgets Shall Not**

#### **Constitute Board Authority to Proceed**

- A. 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.
- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

#### **Section 3. Reports to the Board**

At least twice a year, the President shall provide the following summary reports to the Board. Each list should be sorted by both campus and, where applicable, whether the approval was by the Board, the President, or a Chancellor or other official. Unless otherwise stated, each list should provide the listed information for the three-year period preceding the report. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for each report.

#### **Section 4. Executive Committee**

- A. 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~~Supervisor in writing, or, in emergency circumstances, by telephone, e-mail, or in person.
- B. 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 University 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 three (3) business days.
- C. When the Chair determines that the Executive Committee is not able to meet timely in the situations provided for in Section 4.B, 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 three (3) business days and a full written report of actions at the next regular board meeting.

**Section 5. No Third Party Rights**

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.

**Section 6. Mission of the University**

The Board will regularly review the mission of the University and the missions of all the institutions defined in Article I.

**Section 7. Ethics Code, Conflicts of Interest and Compliance**

The ~~Board members~~Supervisors will comply with the Louisiana Code of Governmental Ethics and any applicable state statutes and federal regulations. ~~Members of the Board~~Supervisors serve as public servants and have an obligation for all decisions to be made solely on the basis and desire to promote the best interest of the University and protect the University from undue influence by external persons or bodies.

**Section 8. Removal of Board Members**

The Board conforms to Article X, Section 24 of the Louisiana State Constitution regarding removal of its members.

**Commented [A1]:** [Mention was removed] Would the title of this committee change to "Removal of Supervisors?"

## ARTICLE VIII. AUTHORITY OF THE PRESIDENT

### Section 1. Grant of Authority By Board to President

- A. 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. The President is authorized to take action deemed in the best interest of the University.
- B. The President additionally is authorized to delegate to Chancellors or such other officials as the President may designate authority vested in the President when the President deems it to be in the best interests of the University and consistent with the provisions and purposes of this Article. 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 Article shall remain in effect until amended or supplemented by the President or the Board.

### Section 2. Matters Requiring Approval by the President

The following matters shall require approval by the President or a University Officer designated by the President, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. No such matter shall be undertaken or approved by or for any campus or the University without prior review by appropriate University Officers and formal approval by the President or a University Officer to whom the President has expressly delegated such authority in writing.

#### A. Servitudes

Agreements to provide servitudes, rights of passage, and similar encumbrances to immovable property owned or controlled by the Board. If the President, in consultation with the Chair and Chair-Elect and the chair of the relevant Board committee, determines that a particular servitude raises significant fiscal or policy issues, the President shall cause the matter to be submitted to the Board for consideration. **Delegation:** The President may, by policy memorandum, establish a process for review of temporary servitudes and similar rights of use and approval by the Chancellors or other officials where: (i) the servitude is for a term that does not exceed five (5) years; and (ii) the servitude is for five (5) acres of land or less; provided further that if the temporary servitude or right of use is on land immediately adjacent to land controlled by another campus, written notice shall be provided to the adjacent campus at least fifteen (15) business days prior to execution.

#### B. Timber and Crop Sales

The sale of timber, crops, and similar fruits produced on a parcel of land. **Delegation:** The President may, by policy memorandum, establish a process for review of such sales and approval by the Chancellors or other officials.

#### C. Lease of Immovable Property

The lease of any immovable property, as lessee or lessor, for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such leases and approval by the Chancellors or other officials where: (i) the lease is for a term of three (3) years or less or, for leases for agricultural purposes, five (5) years or less; (ii) the lease is not being entered into pursuant to the authority of La. R.S. 17:3361 (the statute authorizing the Board to enter into leases with fraternities and sororities, non-profits, public bodies, and similar entities); and either (iii) the lease is for 5,000 square feet of building space or less; or (iv) the lease is for non-agricultural purposes and does not exceed three (3) acres or is for agricultural purposes and does not exceed 25% of the land of a particular research station or similar facility.



#### **D. Capital Improvements**

Any contract or series of related contracts for the construction, renovation, or other capital improvement of buildings or other immovable property of the Board for which Board approval is not required. **Delegation:** The President may, by policy memorandum, establish a process for review of such projects and approval by the Chancellors or other officials where: (i) the projected construction cost does not exceed \$175,000; and (ii) the building or other structure being constructed will not exceed 5,000 gross square feet of space.

#### **E. Design Contracts**

Contracts for the design of buildings or other capital improvements. **Delegation:** The President may, by policy memorandum, establish a process for review of such design contracts and approval by the Chancellors or other officials.

#### **F. Schematic Designs**

Exterior elevations of new buildings and of renovations or construction projects that significantly alter the appearance of the exterior of the building or other physical structures, where Board approval is not required.

#### **G. Major Donations of Movable Property**

Acceptance of any donation of movable property or a collection of movable property that either: (i) is valued at more than \$150,000 or (ii) would require maintenance costs exceeding \$50,000 annually. **Delegation:** The President may, by policy memorandum, establish a process for review of such donations and approval by the Chancellors or other officials where: (i) the value of the donation does not exceed \$1 million, and (ii) the maintenance costs do not exceed \$100,000 annually.

#### **H. Use Agreements**

Use agreements relating to the granting of rights to any University or campus property or property rights involving a total of \$100,000 or more. **Delegation:** The President may, by policy memorandum, establish a process for review of such use agreements by the Chancellors or other officials where the agreement does not exceed \$250,000.

#### **I. Restricted Accounts**

Restricting accounts of self-generated revenue, so that the funds can be maintained in the account from one fiscal year to the next.

#### **J. Debt Write-Off**

Determining that debts are uncollectible and causing them to be removed from the financial statements of the University or its campuses.

#### **K. Predial Servitudes, Rights of Use or Passage, and Rights to Immovable Property**

The President is delegated the authority to grant and execute predial servitude agreements and rights of use or passage, and otherwise to grant similar limited rights to immovable property. Notwithstanding any other provisions of these Bylaws, with regard to any agreements or other documents granting predial servitudes or rights of use or passage, or otherwise granting similar limited rights to immovable property, which are filed in the conveyance records of the Parish in which the immovable property is located, third-parties may conclusively rely on any act, executed by the President, whether by authentic act or act under private signature duly acknowledged, in which the President represents that the President is duly authorized by the Board, pursuant to these Bylaws, to execute such agreements on behalf of the Board. The President may, by authentic

act or act under private signature duly acknowledged, appoint one or more agents to exercise the rights and authority provided by these Bylaws and this subsection K.

**ARTICLE IX. RIGHTS, DUTIES, AND RESPONSIBILITIES  
OF PRINCIPAL ADMINISTRATIVE OFFICERS OF THE UNIVERSITY**

**Section 1. Officers of the University**

Officers of the University 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 University. 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.

**Section 2. President of LSU**

- A. The President shall be the chief executive officer of the University in all its divisions and campuses, shall serve as Secretary to the Board, and shall exercise complete executive authority for the LSU campus, subject to the direction and control of the Board. Except as herein otherwise provided, the President shall be responsible to the Board for the conduct of the University 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 University. 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 the President to meet the extensive responsibilities. The President shall be authorized to act in the best interest of the University.
- B. The President shall attend the meetings of the Board and its various committees.
- C. Subject to the direction and control of the Board, the President shall
  - 1. In consultation with the Chancellor, define the mission of each campus or institution and allocate functions and programs to each.
  - 2. Establish administrative policies and procedures.
  - 3. Implement educational policies.
  - 4. Coordinate the activities among the various campuses.
  - 5. Prepare and present a consolidated budget. In preparing and presenting this consolidated budget, the President will give appropriate consideration to the individual needs of each campus and will respect the significant level of authority needed by the Chancellors to operate their respective campuses, in accordance with institutional accreditation requirements.
  - 6. Serve as governmental liaison and spokesman for the University to the alumni, news media, and the general public.
  - 7. Promote the general welfare and development of the University in its several parts and as a whole.
- D. Within the framework of the functions and programs assigned to LSU by the Board and the President, the President shall implement educational and administrative policies for LSU. The President shall prepare an organizational chart of the major divisions of LSU and shall designate such duties and responsibilities as the President deems proper.
- E. The President shall be responsible for the budget of LSU, including the functions of review and recommendation concerning the budgets of all divisions of the campus and preparation of a consolidated budget, as well as execution of the budget as approved by the Board.

- F. The President shall establish and maintain lines of communication with the Chancellor of each campus. The channel for official communications between the President and the various campuses, other than LSU, shall be through the Chancellor in charge of each campus.
- G. The President shall assume and retain control at all times over all budgets of the University.
- H. The President shall have authority to appoint such committees from among the academic and nonacademic staff of the University as deemed desirable for the purpose of advising the President in connection with any problems of the University. The Chancellor of a campus shall be notified of all such appointments of personnel on their campus.
- I. The President shall be a member of all faculties and shall serve as chair of all Faculty Councils. For LSU, the President may designate another official to also serve as a member of all faculties on the campus and to serve as Vice-Chair of the Faculty Council.
- J. For clarity, where the Bylaws or Regulations of the Board or any policy or regulation issued or adopted under the authority of the Board or the President require consultation with or recommendation or approval by the Chancellor of a campus and approval or further recommendation of the President, for the LSU campus the action of the President shall fulfill such requirement, provided that the President may, in the President's discretion, choose to designate other appropriate officials to make recommendations or take other actions for the LSU campus.

**Section 3. University Officers**

University Officers shall be the executive officials who report directly to the President and/or the Board and have University-wide responsibilities, and shall include a chief academic officer, a chief financial officer, a general counsel, a chief internal auditor, and such other officers as deemed necessary for the efficient operation of the University, to be appointed by the President with approval of the Board. As designated in writing by the President and approved by the Board, University Officers may have both University-wide and campus-specific duties and responsibilities. The University 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 University, other than LSU, 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 the Chancellor 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; all resolutions, policies, rules, and regulations adopted by the Board for the administration and operation of the University, 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 the Chancellor to meet their extensive responsibilities. In the performance of their duties and responsibilities, the Chancellor shall have direct access to the President. The Chancellor shall be the official medium of communication between the President and all personnel of their 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 their administrative or academic staff to aid in presentations to the Board.
  
- D. The Chancellor shall be a member of all faculties on their campus and shall be Vice-Chair of the Faculty Council of their campus.
  
- E. 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 their campus. The Chancellor shall prepare an organizational chart of the major divisions of the campus and shall designate such duties and responsibilities as the Chancellor deems proper.
  
- F. The Chancellor shall be responsible to the President for the budget of their 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 Leadership Council for the University**

The President shall have a Leadership Council for the University. It shall consist of the President, any University Officers that the President shall designate, and the Chancellors. The President shall serve as Chair, or, in the President's absence a University Officer that the President shall designate shall serve in the President's place. The functions of the Council shall be to discuss common problems, exchange information, review the operation of the University, and advise the President on matters of general policy and administration.

## ARTICLE X. RIGHTS, DUTIES, AND RESPONSIBILITIES OF THE ACADEMIC STAFF

### **Section 1. 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 exists: instruction, research, and public service. Those members of the academic staff who comprise the faculty of the University are charged to determine the educational policy of the University through deliberative action in their respective units and divisions.

### **Section 2. Academic Freedom**

The University 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 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, the State, and the Nation. When a member of the academic staff is not officially designated to represent the University, the staff member must indicate clearly that they are 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 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. 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 University 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 XI. 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) calendar 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 XII. 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 XIII. ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 20th 13th day of ~~March~~~~August~~~~September, 1977~~2021.

## ARTICLE XIV. 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.





## Board of Supervisors

### Proposed Amendment to the Board Bylaws

**Date:** August 6, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

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

The Board bylaws are the foundational administrative document of the University. It establishes the organization and parameters of the Board, authorities of the university officers, and authorities of the academic staff.

The proposed change would amend the prepositional phrase in LSUS' official name to conform to R.S. 17:3215. Changes in Article II reiterates the authority of the Board and rules for replacing a Board officer. Changes in Article III corrects the votes necessary to add an item to the agenda during a meeting and disentangles rules for creating and adding items to the agenda for the purposes of clarity.

Changes to Article V are amendments to committee. Every committee now has an additional duty to oversee diversity and inclusion efforts within their respective jurisdiction and the Diversity and Inclusion Committee will facilitate the diversity work of the Board. The Executive Committee is now tasked with Board development and presidential evaluation tasks. "Research" is removed from the Academic Committee and inserted into a new Research and Agricultural Extension Committee to oversee the Morrill Act obligations and support broadband as an extension function. The Finance Committee would have a subcommittee for affiliates and business partners. A new Risk Management Committee will consist of a legal affairs subcommittee and an audit subcommittee. There will also be a permanent Title IX and Access Committee for Title IX and compliance with anti-discrimination laws and regulations. Lastly, the term of special committees is affixed to run concurrently as the appointing Chair's term.

Changes in Article VII codifies many things the Board already considers significant: approval of new programs, reauthorizations of academic and research programs, conferral of degrees, and approval of student charges. The compensation authority is changed to 10% and the threshold for Board approval for coaches and athletic directors is \$250,000

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

None.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

None.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**10. Attachment**

- I. New Proposed Bylaws
- II. Redline version of Bylaws

**RESOLUTION**

**NOW THEREFORE BE IT RESOLVED**, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical Colleges does hereby approve the Bylaws as presented on August 6, 2021; and

**NOW BE IT FURTHER RESOLVED**, the Bylaws is approved by the Board on August 6, 2021 shall be effective starting September 13, 2021.

**BE IT FURTHER RESOLVED**, the Secretary is authorized to make technical adjustments for the appropriate and accurate codification of these Bylaws.



## Board of Supervisors

### Proposed Amendment to the Board Rules and Regulations

**Date:** August 6, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L

##### L. Other Significant Matters

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

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

The Bylaws referred to Rules & Regulations, though the Regulations book only referred to "Regulations". The proposal would create "Rules" that pertain to the Board and its internal policies, and "Regulations" would be parameters for the operation of the University. Throughout, the term "Board members" and "members of the Board" are mostly replaced with "Supervisor(s)".

Under the proposal, the Rules would include a statement about fiduciary responsibility, individual actions of the Board overtime that rested outside of the bylaws, and the insertion of the Board Scholarship Program Policy rather than having the policy exist as a stand-alone item. The proposal includes some reorganization of the scholarship policy, but no changes that would alter the rights and privileges of the Board or the recipients of the scholarships.

The "Regulations" would now include the Audit Charter (unchanged) and the Board Naming Policy. The proposed changes to the Naming policy would include the existing stand-alone policy as well as a new section regulating the naming of programs, which is already approved by the Board through custom.

The Regulations also include a new scholarship authorization for chancellors and a more complete listing of required reports.

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

N/A

**4. Fiscal Impact**

None.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

None.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

None.

**10. Attachment**

- I. New Proposed Rules & Regulations
- II. Redline version of Rules & Regulations
- III. Redline of the Board Scholarship Program Policy

**RESOLUTION**

**NOW THEREFORE BE IT RESOLVED**, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical Colleges does hereby re-create the Rules and Regulations, specifying that the Rules pertain to the Board and its operations, and Regulations pertaining to requirements in the operation of the University.

**NOW BE IT FURTHER RESOLVED**, the Rules and Regulations as presented on August 6, 2021, is adopted and effective starting September 13, 2021.

**BE IT FURTHER RESOLVED**, the Secretary is authorized to make technical adjustments for the appropriate and accurate codification of these Rules and Regulations.



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## Board of Supervisors

DRAFT PROPOSAL

July 21, 2021

DRAFT

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

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RULES AND REGULATIONS

*Effective September 13, 2021*

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## **RULES OF THE BOARD OF SUPERVISORS**

The Rules of the Board of Supervisors is a set of rules and responsibilities pertaining to the Supervisors' service on the Board, programs specific to the Board, and operations.

### **ARTICLE I. FIDUCIARY RESPONSIBILITY**

The Supervisors have a fiduciary responsibility to the people of the State to operate the University with moral, ethical, and financial prudence. The Board shall act in concert on matters of the University, in speaking for the University and itself, and in fulfilling their fiduciary responsibilities to protect the University communities.

### **ARTICLE II. OFFICERS**

Communication. To promote the desire for unified action, the Chair, or their delegate, is the only one empowered to speak publicly about the sentiment of the Board when the Board is not acting on a matter.

Action. The Chair of the Board may not act unilaterally to decide on matters specifically provided in the Bylaws requiring action by the Board.

### **ARTICLE III. DUTIES OF COMMITTEES AND MEMBERS**

#### **Section 1. Scholarship Review Committee**

The Academic Committee shall also serve as the Scholarship Review Committee. The committee will periodically review the policy and procedures of the Board Scholarship Program. The Scholarship Review Committee will also receive annually a report on the allocation of scholarships to students.

#### **Section 2. Health Care and Medical Education Committee Chair**

The chair of the Healthcare and Medical Education Committee shall also serve as the ex officio member of the board of directors of any hospital governance board of directors affiliated with an LSU Health Sciences Center, unless the hospital bylaws require the member to be a voting member. If the chair can not participate, the duties shall fall to the vice chair. Should neither be willing or able to serve, the Chair may designate another Supervisor to serve. Should the hospital bylaws identify a term longer than one year, the President in consultation with the Chair and Chair-elect, may appoint a Supervisor to serve on that board of directors.

### **ARTICLE IV. BOARD SCHOLARSHIP PROGRAM**

#### **Section 1. Purpose and Mission**

The purpose of the LSU Board of Supervisors Scholarship program is to recognize and support students attending LSU entities who by their educational pursuits contribute positively to Louisiana's and society's prosperity and well-being.



The scholarship program's mission is to financially assist LSU degree-seeking individuals in achieving academic and career success by providing annual tuition-based scholarships in consideration of a student's academic potential, individual achievement or personal circumstances.

## **Section 2. General Program Guidelines**

- A. Scholarships will be awarded in consideration of academic potential, individual achievement or personal circumstances.
- B. This policy permits Supervisors and other specified individuals to award a certain number of scholarships, and may be awarded by academic year or academic term (fall, spring, and summer), but shall not apply to intersession terms. No more than the allotted amount may be active during any academic term.
- C. Normally students may receive only one tuition exemption scholarship from sources within LSU, which includes exemptions used for non-resident fees as allowed otherwise by this policy.
- D. Students who are eligible for a Taylor Opportunity Program for Students (TOPS) award may also be awarded a Board of Supervisors scholarship only in the event a TOPS Opportunity award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.
- E. The Student Member of the Board of Supervisors, who is elected by the Council of Student Government Presidents, is encouraged to award at least one scholarship at each degree granting LSU campus.

## **Section 3. Application and Selection Procedures**

- A. To apply for a Board of Supervisors Scholarship, students should complete the application form available through the LSU Board of Supervisors' website .
- B. Students must also submit a personal statement with the application form. Personal statements are essays no greater than 750 words. A successful personal statement should allow the scholarship donor to have an inside glimpse of the applicant's life experiences and accomplishments. The personal statement assists Supervisors in understanding the student's personal circumstances, core interests, skills and values.
- C. All completed application forms, including the personal statement, should be submitted via a process specified on the application or application portal through which all applications must be submitted. Once the application is submitted, the Board staff will work with the respective campus administration to verify information and eligibility.
- D. The Board staff shall publicly specify a preferred date for application submission, and the specified time shall be no less than 60 days prior than the start of the academic terms for which a scholarship is expected to be awarded.
- E. Supervisors are encouraged to work with the President and Chancellors in identifying qualified scholarship recipients.
- F. It shall be the responsibility of the Board staff to notify the appropriate Supervisor when students fail to meet the eligibility requirements of the scholarship program. It shall be the responsibility

of the respective institution's admissions and financial aid staffs to determine if a student nominated to receive the scholarship meets the minimum qualifications set forth in this policy.

#### **Section 4. Scholarship Awards**

Each Supervisors and the President of LSU shall be authorized to award 15 scholarships. These scholarships are tuition exemptions, and two (2) of the 15 scholarships may be converted to exemptions of the non-resident fee assessed to qualified undergraduate students. Graduate and professional students are not eligible for non-resident exemptions.

Any person holding the title of President Emeritus shall be authorized to award five (5) tuition exemption scholarships each academic year valued at the cost of resident tuition.

#### **Section 5. Qualifications and Eligibility**

The Board of Supervisors Scholarship Program is available to both full-time and part-time students who are registered and enrolled in the undergraduate, graduate, and professional programs (with some exceptions) offered by the various LSU campuses and who meet the qualifications listed below:

##### **A. Qualifications**

##### **1. Freshman**

An undergraduate student, known as an "entering freshman", must have been officially admitted to the University.

An undergraduate who has completed at least one semester but who is still classified as a freshmen, known as a "continuing freshman", must earn a cumulative (overall) grade-point average of at least a 2.3 on all work taken during this classification to maintain their scholarships.

##### **2. Upperclassman**

Students classified as sophomores, juniors, and seniors must earn a cumulative grade-point average of at least 2.5 to receive and maintain a Board of Supervisors Scholarship.

Upperclassmen with a cumulative grade point average which is greater than or equal to 2.3, but less than a 2.5 may be considered for a scholarship provided that they meet all of the following criteria:

- a. They have earned at least a 3.0 grade point average, while enrolled for a minimum of 12 hours, for the full semester immediately preceding the award of the scholarship.
- b. They are making satisfactory academic progress towards a degree.
- c. They maintain a 3.0 semester average until their cumulative grade point average reaches the required 2.5 grade point average for upperclassmen.

##### **3. Professional and Graduate Students**

Students attending graduate or professional school at the various campuses must receive unconditional admission in order to qualify for a Board Scholarship.

Retention of the scholarship shall be based on students maintaining "good standing" with their respective academic programs.

## B. Ineligible Prohibited Recipients

The following persons and members of their immediate family are prohibited from receiving Scholarships

- a. Supervisors, unless specified otherwise in this policy.
- b. U.S. Senators
- c. U.S. Representatives
- d. Members of the Louisiana Legislature
- e. Statewide Elected Officials

### **Section 6. Student Board Member**

The student Board member of the LSU Board of Supervisors is granted a Board Scholarship during the time they serve on the Board until completion of the program in which they were enrolled when they were elected to the Board of Supervisors.

If the student Supervisor does not utilize the scholarship during their term on the Board, they may be awarded a scholarship for one year for a subsequent program within two years of the completion of their service on the Board for a maximum of two years. Students must comply with all of the requirements of the Board of Supervisors scholarship policy in order to earn and maintain the scholarship.

### **Section 7. Terms**

Undergraduate students may receive a Board Scholarship for a maximum of eight regular semesters and four summer terms.

Professional and graduate students may receive a Board Scholarship for the number of academic years that are considered normal academic progress toward receiving a degree.

### **Section 8. Value and Program Limitations**

The value of the Board Scholarship shall be equal to tuition only and shall not be inclusive of University fees, as fixed by the Board, for undergraduate and graduate students, unless the exemption is applied to non-resident fees as specified by the awarding Supervisor. The student shall be required to pay all other required fees, unless otherwise exempted by the respective campus.

Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship only in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.

For the professional schools (Law, Medicine, Doctor of Nursing Practice, Physician Assistant, Doctor of Physical Therapy, Dentistry, Master of Occupational Therapy, Master of Business Administration and Veterinary Medicine), the value of the Board Scholarship shall be equal to the graduate student tuition rate at Louisiana State University and A&M College, as fixed by the Board for fifteen credit hours per semester and shall not be inclusive of University fees. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations. The exception to this paragraph is that Scholarships may not be awarded to students enrolled in specialized, self-supported educational program, such as the Executive Program of Master of Business Administration or any LSU Online programs.

Scholarship recipients attending professional schools who opt to enroll in a dual/conjoint degree program, such as the JD-MBA, can only apply the value of their scholarship to one of the degree programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.

Scholarships awarded by a President Emeritus may only be for the value of tuition for a resident student.

### **Section 9. Certification of Award**

The Board staff will provide a certification of award once the verification of eligibility is completed. Ideally, that should occur within 14 days from notification of Supervisors' indication to award to a student. The award letter is the official notice to the student and the campus that the exemption will be applied to a student's account.

An individual file is maintained for all awarded scholarships which includes the following information:

- Application with financial aid office documentation
- Application attachments
- Supervisor approval form
- Copy of letter to campus awarding scholarship
- Copy of award letter to recipient
- Documentation of semesters awarded and GPA/good standing to track eligibility
- Copies of correspondence related to award

### **Section 10. Record Retention and Reporting**

The application and supporting documentation for students receiving the Scholarship shall be retained for 5 years after the award has expired. The documentation for applicants who did not receive the Scholarship shall be retained for a minimum of 3 years from the date of application being submitted.

In compliance with La. Revised Statute 17:1608 (Act 340 of the 2013 Regular Legislative Session), the Board of Supervisors annually provides to the Louisiana Legislature and posts on its website a list of all Board of Supervisor scholarship recipients and the value of the scholarship.

## REGULATIONS OF THE BOARD OF SUPERVISORS

### ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION

#### Section 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 2. Academic Organizational Units

##### A. The Faculty of the University

The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. 2B). The President and the academic officers of the University shall be members of the University faculty and the former shall be its highest officer.

##### B. The Faculties of the Several Campuses

1. **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 (see sec. 1-3.1). 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.
2. **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 University, 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

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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 (2).

specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

3. **Actions.** Any action of a faculty or Faculty Council which, in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of another faculty of the University or of the University 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 Chancellor, or, for LSU or in inter-campus situations, by the President.

a. 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 University concern to the appropriate council, or a committee thereof, for consideration.

4. **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the call of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, 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 Chancellor of the campus or, for LSU, the President's designee, will preside.

5. **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.

C. The Faculties of Colleges and Schools

1. **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.

2. **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.

3. **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 Chancellor of the campus or, for LSU, the President and the chief academic officer shall receive the same notification.

4. **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.

D. The Departmental Faculty<sup>3</sup>

1. **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.
2. **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.
3. **Meetings.** The Chair or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

E. The Graduate Faculty

1. **University Graduate Division Faculty.** The Graduate Faculty of the University 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 Graduate Division Faculty.

The principal officer of the Graduate Faculty of the University shall be the chief academic officer of the University, who shall preside over the Executive Graduate Council (Sec.1-2.6) as its chair.

2. **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.
3. **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.

F. Council of Chief Academic Officers

The Council shall consist of the chief academic officer of the University, who shall serve as chair, and the chief academic officer of each major subdivision of the University. The Council shall act

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<sup>3</sup>Including faculties of schools within colleges.

in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the University.

#### G. The Executive Graduate Council

There shall be an Executive Graduate Council of the University Graduate Division. It shall consist of:

1. The chief academic officer of the University, who shall serve as chair.
2. The chief graduate officer for each campus.
3. An appointed member of the graduate faculty from each campus of the University offering resident graduate work. These appointees shall be recommended to the President for appointment by the Chancellor of each campus or, for LSU, the President's designee after consultation with the chair of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.
4. A single member, representing those campuses not offering graduate work, appointed by the President.
5. A single member-at-large of the Graduate faculty to be appointed from any campus of the University 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.

#### H. The Campus Graduate Council

1. **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.
2. **Approval.** Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President for review and approval. Until such campus policies are approved, the existing provisions shall control.

### Section 3. Administrative Units

#### A. The Administrative Council

1. **Membership.** The Administrative Council shall be composed of the principal administrative officers of a campus (as designated by the Chancellors or, for LSU, the President); 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 Chancellor or, for LSU, the President.
2. **Duties.** The Administrative Council shall advise the Chancellor or, for LSU, the President in the administration of the affairs of that campus.



3. **Officers.** The Chancellor or, for LSU, the President or his designee shall be the chair 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.
4. **Time of Meeting.** The Administrative Council of each campus shall meet at the call of the Chancellor or, for LSU, the President or his designee. The President may, at his discretion, call upon and preside over any or all of the Administrative Councils of the University to advise him concerning the affairs of the University.

B. 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 chair. The Council shall advise the chief academic officer in the administration of the academic affairs of the campus.

C. The Athletic Council

1. **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.
2. **Approval.** Each campus shall submit its policy concerning the Athletic Council to the President for review and approval as well as any subsequent amendments to this policy.

## ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE

### Section 1. Classification of Employees, General

Employees of the University 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 University 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. Personnel Actions

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 the LSU Board of Supervisors Bylaws.

### Section 3. 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.

B. Unclassified Employees

Unclassified employees hold their positions at the pleasure of the Board. Services of unclassified employees may be terminated by giving such employees reasonable notice with the approval of the Chancellor of the campus or, for LSU, the President or his designee. "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 4. Personnel Actions, Academic Staff**

In all personnel actions related to academic staff the principle of academic freedom shall be recognized. See the LSU Board of Supervisors Bylaws.

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.

**Section 5. Personnel Actions Requiring Board Approval**

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 University shall be made in accordance with the following provisions and the Personnel Action Approval Policy established by the President.

A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the Board of Supervisors:

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 for University Officers.
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 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.

B. Personnel Actions Not Requiring Board Approval

1. Approval of other personnel actions shall follow the Personnel Action Approval Policy established 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, as he deems to be in the best interests of the University.

C. Reporting

Quarterly reports will be developed and provided to the Board providing necessary information required to fulfill the Board's fiduciary and oversight responsibilities.

D. 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 the LSU Board of Supervisors 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.

E. Miscellaneous

1. For purposes of this policy and the Personnel Action Approval Policy, "compensation" includes all income covered on any check issued (or electronic transmittal) by the 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 the University or pursuant to the employment agreement with the University. 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 the University'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 shall control.
4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

**Section 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)			

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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 University 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 University.

(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 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 University 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 University 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.

The rules pertaining to tenure and term appointments are subject to the following exceptions:

1. 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.

2. 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.
3. 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 has no obligation. The University 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 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 9. Terms of Employment - Academic Staff, General**

The foregoing provisions shall not be construed to exclude existing contracts between the University and academic staff on mutually acceptable terms.

### **Section 10. Basis of Pay**

University 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 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 12. Holding of Political Office**

A full-time employee of the University shall not accept any appointive political office nor seek or hold any elective remunerative political office, without the consent of the President.

### **Section 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 a University 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.

**Section 14. Boyd Professorships**

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national, or as appropriate, 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 dean 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 or, for faculty members of LSU, through the President or his or her designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University, who shall serve as chair, two emeriti Boyd Professors, and three current Boyd Professors appointed by the President from throughout the University.

## ARTICLE III. LEAVES

### Section 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 University. 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. 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 President upon recommendation of the Chancellor or, for LSU, the President's designee as supportive of the purposes of the leave.

### Section 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 shall be granted only after it has been determined that the interests of the University 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. 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.

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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.

### **Section 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.

#### **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 University, 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 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 5. Military Leave**

An employee of this University 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 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 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 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 policies established by the President. Report of absence for classified employees shall be governed by Civil Service Regulations.

## ARTICLE IV. INSURANCE AND RETIREMENT

### Section 1. Group Insurance Program

University employees, including retirees, may participate in the group health insurance plans provided by the State of Louisiana 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 2. Other Group Insurance or Benefit Programs

The University 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 3. Retirement Plans

All Non-student regular employees of the University 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 University 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. 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 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 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, 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.



## ARTICLE V. FINANCIAL AND BUSINESS PROCEDURES

### **Section 1. Budget**

The annual operating budget of the University 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 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 or, for LSU, by the President or the President's designee.

### **Section 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 3. Execution of University Contracts**

All University contracts shall be executed as follows:

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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.

- A. Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University 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 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.

#### **Section 4. Purchasing**

No purchasing or contracting for goods and contractual services may be made except through specifically designated purchasing officials of the University.

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 policies relative to purchasing.

#### **Section 5. Travel**

Travel at University 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 6. Entertainment and Expenses of Visitors and Guests of the University**

Visitors and guests shall be reimbursed for costs of transportation only when such visitors and guests have rendered a definite service to the University. 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 7. Custody and Control of University Property**

No one shall use for his or her own benefit or for any other personal purposes any University property of whatever description; and no one shall be permitted to remove from the buildings or grounds any property belonging to the University, unless approved by the President or appropriate official designated by the President.

#### **Section 8. Use of University Vehicles**

All transportation equipment of the University shall be used only on official business and shall be operated only by employees of the University and others authorized by the President.

#### **Section 9. Use of University Facilities**

The facilities and premises of the University 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

University facilities by departments and divisions of the University, 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 10. Sale of Goods or Services and Operation of Business Enterprises**

No department or agency of the University 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 Chancellor whose college/school/department/personnel/activity is allegedly competing unreasonably with the private entity or, for LSU, the President. The Chancellor shall forward a copy of any complaint to the President who shall then inform the Supervisors of the complaint. If, however, the complaint is initially given to the President or a Supervisor, the complaint shall be transmitted to the appropriate Chancellor 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 Chancellor or, for LSU, the President 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 Chancellor or, for LSU, the President and the complainant, the Chancellor shall notify the President 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 Chancellor and complainant, the Chancellor shall submit the matter in the form of a report to the President. The 45-day period may be extended by mutual consent of the Chancellor, the President and the complainant.
4. In the event that the Chancellor is unable to resolve the matter, the President shall communicate with all parties. If the complaint is resolved to the mutual satisfaction of the President and the complainant, the President shall notify the Chancellor 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 and the complainant, the President shall submit the complaint, the President's report, and the Chancellor's report, if any, to the appropriate committee of the Board. The 30-day period may be extended by mutual consent of the President 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 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 President'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 University head's report on the resolution of a complaint shall be forwarded to the Board of Regents for informational purposes only.

### **Section 11. Scholarships and Financial Aid**

A scholarship and financial aid program should be designed to recruit the best talent possible, to craft a class that achieves institutional goals, and/or to serve a need of Louisiana, especially those students of academic ability in financial need. The administrative head of a campus enrolling students is required to establish the scholarship and financial aid policy of their respective campus. This section supersedes all previous Board resolutions related to institutional-based scholarships and grant-aid financial assistance.

This policy applies to institutionally funded financial aid. This policy shall not apply to federal or state financial aid programs nor privately funded scholarship programs administered by the University and for which the student meets specified qualifications to receive.

#### **A. Requirements of A Policy**

Each campus' institutional scholarship and financial aid policy shall comply with federal and state laws and regulatory guidelines. A scholarship policy authorized under this section shall also require:

1. The establishment of a committee or committees, composed of people holding diverse perspectives, for maintaining:
  - a. Eligibility criteria for scholarships (other than those established by donor agreement); and,
  - b. A specified method of selecting recipients if individuals are selected from a pool of potential candidates.
2. A prohibition on the awarding of aid by a single employee based on their discretion, except for coaches who may award athletics scholarships for student-athletes and student-staff in their respective sport only.
3. A prohibition disallowing selection committee members to participate in the decision to award a scholarship to an immediate family member.
4. Provisions of documentation on rationale for awarding exemptions and waivers to students.

#### **B. Budgetary Control**

Because institutional aid is committed to students prior to the approval of the institutional budget, the administrative head of each campus shall have the authority to commit total financial aid awards for the upcoming academic year in accordance with the campus financial aid policy outlined in this Section up to an amount not greater than a thirty-three percent increase from the current year, unless authorized by the Board for larger amounts. The final amount will be included in the operating budget that is submitted to the Board for approval.

Approval by the Board to increase tuition or fees shall be construed as authority to increase the institutional-based budget by an amount proportionate to the tuition or fee increase. The thirty-three percent limitation shall exclude any institutional-based aid budget increase associated with tuition or fee increases.

#### C. Reporting

The chancellors shall submit to the President an annual report on or before August 15 of each year outlining the number and cost of institutional awards provided and demographics of the recipients. The President shall maintain a copy of each campus's most recent scholarship policy required under this Section. The President may also require other regular reports as deemed necessary.

#### D. Definitions

For the purposes of this section, an "exemption" is a charge assessed to a student that is paid by an external sponsor or with institutional financial aid. A "waiver" eliminates a portion of the amount an institution assesses a student for tuition and/or fees. "Institutional aid" means the amount allocated by the campus for student financial assistance. "Immediate family" or "family" is the definition approved by statute in the Louisiana Code of Governmental Ethics.

### **Section 12. Required Reports**

In accordance with the Bylaws, the Board requires the following reports to be submitted:

#### A. Annual Reports

- a. New academic programs
- b. Board scholarship awards
- c. Audit annual report
- d. Bond analysis report
- e. Data metrics (trend data on enrollment, research, service, and technology transfer)
- f. Affiliated organizations in accordance with the affiliation agreement
- g. LIFT Program
- h. Hospitals
- i. Board meeting schedule

#### B. Semi-annual Reports

Reports are due every half-year, and each shall list should provide the listed information for the three-year period preceding the report.

- a. Consolidated Financial Report
- b. LSU First Health Plan
- c. All leases

- d. All servitudes, grants of mineral rights, timber sales, and transfers of title to immovable property
  - e. All capital improvement contracts approved by the Board or the President (does not require listing of such contracts approved by Chancellors or other officials under delegation from the President)
  - f. All schematic designs (only a list of these is required; the designs themselves need not be included)
  - g. All design contracts
  - h. Other items of a similar nature which the President, by Permanent Memorandum or otherwise, determines would provide strategic insight to the Board and assist the Board in exercising its authorities and responsibilities.
- C. Quarterly Reports
- a. Audit Reports
  - b. Investments
  - c. Reimbursements paid by affiliated organizations
  - d. Personnel as specified in Regulations
- D. Notifications of Significant Procurements and Delegations
- a. The Board requires notification of upcoming procurements and contracts deemed significant. The first notification of an impending significant procurement or contract shall be eighteen months in advance of the execution of an agreement, or as soon as it is known that a significant procurement will be necessary if it occurs in less than 18 months. A notice of impending significant procurements shall be transmitted to the Board monthly.
  - b. The Board requires monthly notification of unexecuted authorities delegated by the Board to the President.

### **Section 13. General**

Student religious centers located on a campus of the University 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 14. 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 University 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 University 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 University as a whole, to one or more institutions of the University, or to any unit or program within an institution. Reasonable efforts shall be made to ensure 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 University 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 President, upon request from the Chancellor of an institution or, for LSU, on the President's own initiative, and after consultation with representative faculty members, 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 University 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 or, for LSU, the President's designee, 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 or, for LSU, the President's designee 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 or, for LSU, the President's designee, to apply in writing to the 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 University, 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 or, for LSU, the President's designee 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.



## ARTICLE VI. GIFTS AND GRANTS

### Section 1. Conditions of Acceptance

The Board stands ready to receive in the name of the University:

- 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 and its students.

However, the Board shall be the final authority in the determination as to whether the freedom and functions of the University 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 looks with favor upon acceptable proposals for research and related contracts with State and Federal agencies and with private individuals and corporations.

### Section 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.

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 University 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 University;
- d. Whether the donor is willing to grant full publication rights after termination of each research phase of the problem.

### Section 3. Payment for Indirect Costs

When the University undertakes such cooperative research, the extent of indirect cost to be assessed for use of facilities shall depend upon the extent that the University determines its instructional and research programs are enriched or its responsibilities to the people are fulfilled by acceptance of the gift.

The University 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 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 University belong to the University 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 and to the people of the State of Louisiana which outweigh the rights thus relinquished.

#### **Section 5. Use of Name of the University**

In no event shall gifts and grants be received with the understanding that the name of the University or any of its components may be used in any advertisement without the express written permission of the University.

#### **Section 6. Use of University Facilities for Private Gain**

It shall be understood that no member of the faculty or staff may use University facilities in conducting research for private gain.

## ARTICLE VII. INTELLECTUAL PROPERTY

### Section 1. General Policy

The University encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All University 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, the University's academic mission; through such activities, the University provides new benefits to the public and enhances economic development.

### Section 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 the University; **or (3)** are performed with the use of University 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 the University; **and (3)** are not performed with the use of University 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 the University, 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 the University 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 the University; **or (3)** are performed with the use of University 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 the University; **or (3)** conceived, created, designed, developed, or conducted with the use of University 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 the University, or with any campus or other part of the University; **or (2)** that is created or produced during an activity that is supported by the University, 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 the University 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 the University, 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 the University 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 the University pursuant to an authorized agreement granting any rights in any LSU Intellectual Property, after deduction of the University'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 the University in reimbursement of or allocated for direct, out-of-pocket expenses paid or owed by the University 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 the University, 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 the University 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 the University under an authorized sponsored research agreement that,

along with any other provisions, grants another party any rights in any LSU Intellectual Property, where the University'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 the University 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. "**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 University Supervisors, Officers, Faculty, Staff, Research Associates, Postdoctoral Fellows, Instructors, Graduate Students, and other employees of the University, 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 University undergraduate and professional students employed by the University when those persons act within the course and scope of their employment by the University. "**LSU Personnel**" shall not include adjunct faculty and University undergraduate and professional students when those individuals are not acting as employees of the University.

### Section 3. Ownership and Management of LSU Intellectual Property

- A. Right to Own and Manage LSU Intellectual Property
  - 1. The University holds all right, title, and interest to all LSU Intellectual Property in all countries. LSU Personnel shall execute any formal assignments to the University 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 the University fully to secure the University's interest in LSU Intellectual Property.
  
  - 2. As owner of LSU Intellectual Property, the University may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as the University 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 the University, 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 a University official authorized pursuant to these *Regulations*, is void and will not be

recognized by the University -- 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 the University 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 the University's sole discretion, the University 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, for LSU, the President 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, the University 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 the University 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 the University. Any such waiver may only be made in writing by the Chancellor or, for LSU, the President or the President's designee (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 the University.
  2. The University will ordinarily grant to a non-governmental sponsor of funded research at the University an exclusive right, for a limited period of time, to negotiate with the University 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 the University.

B. 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 the University 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 policy, the University 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 the University 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 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 the University, unless a different schedule is otherwise agreed in writing by the University and the inventor(s) or author(s).
2. For as long as the University 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 the University, or to their heirs, as applicable.
3. Provided, however, that the Chancellor of the appropriate campus (or campuses) or, for LSU, the President or the President's designee 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 the University 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 University 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 of that campus or, for LSU, the President or his designee.
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 the University's obligations under the federal Bayh-Dole Act and with the University'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 the University is legally able to transfer title to such equity, and until that time the University shall be the sole owner of such equity. The University 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 the University as its 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 the University has acquired as its 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 the University 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 the University'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 the University; and
  
  - b. The University shall not otherwise attempt to influence the management or operation of any such business entity in which the University owns equity. Exercising any voting rights associated with equity owned by the University 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 the University.
  
4. Any equity owned by the University as its portion of Distributable Royalties shall not be further distributed within the University, but instead shall be managed by the President. Any cash benefits received by the University arising from such equity ownership (for example, cash dividends, or proceeds from the sale of the equity) shall be distributed within the University 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 the University 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, the University and any party not affiliated with the University shall resolve any apportionment between the University and that other party. Only the University's part of this apportionment shall be considered Distributable Royalties.
  - b. In the absence of any agreement by the University 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, for LSU 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 the University 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 University 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 the University 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 the University therefore has no agreement with a third party as to royalties attributable to the LSU Invention; then in such a case the University 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 the University for educational, research, or non-commercial purposes shall not give rise to any "Distributable Royalties."

#### **Section 5. General Requirements for Licenses and Other Agreements**

- A. As a matter of policy, the University 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, the University shall require that each licensee of rights in LSU Intellectual Property may not *assign* or *transfer* the licensed rights without the University's express prior written approval, which the University may agree, in its sole discretion, not to unreasonable

withhold. Further, the University 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 the University and the licensee, (ii) the sublicense agreement specifies that no sublicensee shall issue any further sublicenses without the express written consent of the University, and (iii) the licensee agrees to provide the University 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, the University 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. The University 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 the University assigns all rights in LSU Intellectual Property to another party, with the University retaining no residual rights or residual share of royalties; except that in such a case the University may retain a nonexclusive right to practice the assigned intellectual property right for experimental, educational, or noncommercial purposes.
- D. As a matter of policy, the University shall require that each licensee and assignee, and ordinarily each sublicensee, of LSU Intellectual Property shall indemnify the University 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, the University does not ordinarily permit brokerage of LSU Intellectual Property. Rather, the University expects its 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, for LSU, the President or his designee 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 the University 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 the University that expressly provides otherwise, in each such case the assignment or waiver shall be without representation or warranty from the University 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 the University 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 which documents that the deviation is in the best interests of the University and is adequate to protect the University's interests.

## **Section 6. Uniform Process for Managing Technology Transfer at the University**

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 University 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 the University.

### **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:
  - a. a description of any potential conflicts of interest and a certification that all applicable disclosure forms required by any University policy have been executed, or a certification that no such potential conflicts are known to exist; and
  - b. 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

- c. a description of the due diligence activities performed to evaluate the proposed licensee; and
- d. a description of any significant deviations from the standard template agreements and justification for such changes.

#### **Section 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, the University releases to the respective author(s) all of the University'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 the University's interest shall not be so released: **(i)** if the University publishes the work itself; **or (ii)** if the University 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 the University is required to deliver the work to a third party under a research contract or other contract between the University and the third party. This release of certain rights to the author(s) does not apply to LSU Software or to LSU Databases. The University 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 the University, 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 the University. 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 the University, 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 the Chancellor's designee or, for LSU, the President or his 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 designated office or committee 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 the University publishes an LSU Work or LSU Database itself, or if the University directly provides others access to an LSU Work or LSU Database in exchange for consideration received directly by the University, and if the University 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 the University on account of that course, regardless of whether an author is substantively involved in the teaching of that course. The University shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in the University's discretion. By contrast, if the University 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 University course -- then those royalties will be treated as Distributable Royalties for purposes of Section 7-4 above.

#### **Section 8. Confidential Materials**

University and 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, the technology transfer officer for each campus, and any other individual designated by the President or by the Chancellor, 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 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.

## **ARTICLE VIII. AFFILIATED ORGANIZATIONS**

### **Section 1. Relationship to the University**

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 University. 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 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 University campuses must be officially recognized by the Board. This official recognition requires compliance with University 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. Such application shall include the necessary documentation to establish full compliance with all applicable policies and laws.

### **Section 3. Transactions Related to Employees**

Pursuant to La. R.S. 17:3390F and while it remains in effect, the Board of Supervisors delegates to the Chair and the President the authority to approve transactions under the provisions of the referenced statute. The Chair may delegate the authority to other persons for the approval of transactions for the duration of their term. The transactions related to the President and other authorized persons must be approved by the Chair of the Board. Delegations of authority may be revoked by the Board Chair, and in that event, the Board Chair is delegated the authority to approve transactions unless the Board resolves otherwise. It shall not be construed that any employee may approve their own reimbursements. An informational report on the approved transactions shall be submitted to the Board quarterly.

## **ARTICLE IX. AUDIT**

In accordance with the Bylaws, there is a chief internal auditor employed as a University officer. Under the supervision and control of the Board's Audit Committee, the following shall be referred to as the Audit Charter:

## **Section 1. General**

The Louisiana State University Internal Audit function is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of LSU including all component institutions. It assists the University in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management, and internal control.

## **Section 2. Role**

Management of each of the University's component institutions has the responsibility to ensure that assets are properly safeguarded, internal controls are established and are sufficient to ensure compliance with applicable laws and regulations, and procedures are sufficient to detect errors and fraud in a timely manner. Campus heads are also responsible for providing input into the annual risk assessment and audit plan and for establishing and enforcing a policy to ensure the effective and timely resolution of all audit findings.

Internal Audit furnishes impartial, independent analyses, appraisals, recommendations, and pertinent comments on the business activities of the institution. Its responsibilities are defined by the Board as part of their oversight role.

## **Section 3. Organization**

Internal auditing is centrally managed by the Chief Auditor who serves as the University's "Chief Audit Executive" as defined by the International Standards for the Professional Practice of Internal Auditing. The Chief Auditor reports functionally to the Board of Supervisors (Board) through the Audit Committee and administratively (i.e. day-to-day operations) to the President. Reporting of matters shall be simultaneously made to the President, Chair of the Audit Committee, and Chair of the Board, unless it involves potential misconduct by one of the three.

The Board approves the internal audit charter as well as all decisions regarding the appointment and removal of the Chief Auditor.

The Audit Committee will:

- Approve the risk-based internal audit plan
- Approve the internal audit budget and resource plan
- Receive communications from the Chief Auditor on the Internal Audit's performance relative to its plan and other matters
- Annually evaluate, with input from the President, the performance of the Chief Auditor.
- With input from the President, review and recommend to the Board remuneration of the Chief Auditor, subject to applicable Board regulations.
- Make appropriate inquiries of management and the Chief Auditor to determine whether there is inappropriate scope or resource limitations.

The Chief Auditor will communicate and interact directly with the President and with the Audit Committee. The Chair of the Audit Committee may conduct meetings, including meetings in executive session and between Board meetings as appropriate, with the President unless the Audit Chair deems that the President's participation would not be appropriate. On one occasion annually, the Chief Auditor may request a meeting with the Audit Committee only.

### **Section 3. Professionalism**

Professionalism and commitment to excellence are facilitated by operating within a framework of professional practice. Internal Audit shall adhere by adherence to The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (Standards). This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of Internal Audit's performance.

### **Section 3. Authority**

Internal Audit, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all records, physical properties, and personnel pertinent to carrying out any engagement in the LSU universe, including those not specifically enumerated in the charter and authorized by the Board. All employees are requested to assist Internal Audit in fulfilling its roles and responsibilities. Internal Audit will also have free and unrestricted access to the Audit Committee.

### **Section 4. Independence and Objectivity**

Internal Audit will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Auditor will confirm to the Audit Committee, at least annually, the organizational independence of the internal audit activity.

### **Section 5. Responsibility**

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the University's stated goals and objectives. This includes:

- a. Evaluating risk exposure relating to achievement of the University's strategic objectives.
- b. Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information.
- c. Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization.
- d. Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- e. Evaluating the effectiveness and efficiency with which resources are employed.

- f. Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- g. Monitoring and evaluating governance processes.
- h. Monitoring and evaluating the effectiveness of risk management processes.
- i. Performing consulting and advisory services related to governance, risk management, and control as appropriate for the University.
- j. Reporting periodically on Internal Audit's purpose, authority, responsibility, and performance relative to its plan.
- k. Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the Audit Committee.
- l. Evaluating specific operations at the request of the Audit Committee or management, as appropriate.
- m. Investigate allegations of fraud at all institutions.
- n. Giving due consideration to the scope of work of the external auditors and other regulatory agencies, as appropriate, for the purpose of providing optimal audit coverage to the University at a reasonable overall cost.

#### **Section 6. Internal Audit Plan**

At least annually, the Chief Auditor will submit to senior management, for review, and the Audit Committee, for approval, an internal audit plan. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal year. The Chief Auditor will communicate the impact of resource limitations and significant interim changes to the President and the Audit Committee.

The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the Audit Committee. The Chief Auditor will review and adjust the plan as necessary in response to changes in the University's business, risks, operations, programs, systems, and controls. Any significant deviation from the approved internal audit plan will be communicated to the President and the Audit Committee through periodic activity reports.

#### **Section 7. Reporting and Monitoring**

Internal Audit ensures that the results of audits and other services are properly communicated to the appropriate management or operating personnel in the form of written reports, consultation, advice, or any other means. The Chief Auditor will authorize the issuance of all internal audit reports. Written reports include, or will be followed by, management comments itemizing specific actions taken or planned to resolve the reported finding and to ensure that operational objectives are achieved. Management's response should include a timetable for anticipated completion of action to be taken and an explanation for any recommended corrective action that will not be implemented. Internal Audit will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an open issues file until cleared.

The Chief Auditor shall report not less than quarterly to the Audit Committee and President and annually in writing to the entire Board on internal and external audit activities. Upon presentation to the President and acceptance by the Audit Committee, copies of the quarterly report will be provided to the Board.

## **Section 8. Quality Assurance and Improvement Program**

Internal Audit will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of Internal Audit's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Chief Auditor will communicate to the President and the Audit Committee on Internal Audit's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

## **ARTICLE X. NAMING AND HONORIFICS**

### **Section 1. Authority**

The Board retains the authority to honor individuals, groups, and organizations through an honorific naming. Any item not specifically governed in this Article shall be reserved for the discretion of the chancellor.

### **Section 2. Naming of Units and Programs**

Naming of colleges, departments, centers, institutes, major units, service centers, and other programs for a person, people, or organization shall be approved by the Board.

### **Section 3. Naming of Facilities**

The LSU Board of Supervisors is empowered to name facilities in honor of people, which is a practice common to higher education management boards throughout the United States. In accordance with La. R.S. 17:3351 Paragraph G, the Board may also name a facility in honor of a living person and may even condition that honorific on a donation.

**Intent.** It is the intent of the Board to create a general policy creating a process resulting in the consideration and naming of facilities and physical assets for people, living and deceased. Being that an asset may exist for nearly a century or the name may perpetuate for longer, it is also the intent of the Board to allow a deliberative process that allows for campuses to consider the merit of a nomination and purposeful thought given to such a long-term honorific.

#### **A. Authority of the Board of Supervisors**

1. The LSU Board of Supervisors reserves the right to review and approve the naming of University facilities and assets for living or deceased persons. A building or any portion of a building may be named after one or more living or deceased individuals to honor specific contributions made to the University, the campus, or the college in question.

#### **2. Limitations**

- a. No facility or asset may be named for any current public official, elected official or candidate for elected office.
- b. No facility or asset may be named for any current member of the LSU Board of Supervisors or any past member for a period of two years from service on the Board.

3. The Board may receive petitions for namings. Except in extenuating circumstances, the Board will request consultation from the campus chancellor under whose management the facility and/or asset is assigned. Petitions shall be sent to the Secretary of the Board for appropriate handling.

B. Campus Approval Process

1. Each campus shall establish a policy for naming of University facilities. Pursuant to that policy, the recommendation to name a facility after one or more individuals shall be forwarded to the Board with the concurrence and approval of the Chancellor, if applicable, and the President.

2. Where practicable, any facility named after one or more individuals shall be appropriately marked with a functional designation for easy recognition by the public.

3. Any campus naming policy or naming agreement shall include provisions for removal of the name in the event of moral, ethical, or legal improprieties. Removal of a name shall be done by Board resolution.

4. The providing of functional names in the absence of individual names continues to be left to the discretion of University administration.

C. Authority of the President

A. The President is authorized to establish policies and guidelines necessary for the promulgation of this policy.

## ARTICLE XI. REPEAL AND AMENDMENT TO REGULATIONS

### Section 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 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 Supervisors after receiving recommendations of the appropriate committee of the Board.



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## Board of Supervisors

DRAFT PROPOSAL

July 21, 2021

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS

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RULES AND REGULATIONS

Effective ~~April 10~~ September 13, 2021

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## RULES AND REGULATIONS OF THE BOARD OF SUPERVISORS

### RULES OF THE BOARD OF SUPERVISORS

The Rules of the Board of Supervisors is a set of rules and responsibilities pertaining to the Supervisors' service on the Board, programs specific to the Board, and operations.

#### ARTICLE I. FIDUCIARY RESPONSIBILITY

The Supervisors have a fiduciary responsibility to the people of the State to operate the University with moral, ethical, and financial prudence. The Board shall act in concert on matters of the University, in speaking for the University and itself, and in fulfilling their fiduciary responsibilities to protect the University communities.

#### ARTICLE II. OFFICERS

Communication. To promote the desire for unified action, the Chair, or their delegate, is the only one empowered to speak publicly about the sentiment of the Board when the Board is not acting on a matter.

Action. The Chair of the Board may not act unilaterally to decide on matters specifically provided in the Bylaws requiring action by the Board.

#### ARTICLE III. DUTIES OF COMMITTEES AND MEMBERS

##### Section 1. Scholarship Review Committee

The Academic Committee shall also serve as the Scholarship Review Committee. The committee will periodically review the policy and procedures of the Board Scholarship Program. The Scholarship Review Committee will also receive annually a report on the allocation of scholarships to students.

##### Section 2. Health Care and Medical Education Committee Chair

The chair of the Healthcare and Medical Education Committee shall also serve as the ex officio member of the board of directors of any hospital governance board of directors affiliated with an LSU Health Sciences Center, unless the hospital bylaws require the member to be a voting member. If the chair can not participate, the duties shall fall to the vice chair. Should neither be willing or able to serve, the Chair may designate another Supervisor to serve. Should the hospital bylaws identify a term longer than one year, the President in consultation with the Chair and Chair-elect, may appoint a Supervisor to serve on that board of directors.

## ARTICLE IV. BOARD SCHOLARSHIP PROGRAM

### Section 1. Purpose and Mission

The purpose of the LSU Board of Supervisors Scholarship program is to recognize and support students attending LSU entities who by their educational pursuits contribute positively to Louisiana's and society's prosperity and well-being.

The scholarship program's mission is to financially assist LSU degree-seeking individuals in achieving academic and career success by providing annual tuition-based scholarships in consideration of a student's academic potential, individual achievement or personal circumstances.

### Section 2. General Program Guidelines

- A. Scholarships will be awarded in consideration of academic potential, individual achievement or personal circumstances.
- B. This policy permits Supervisors and other specified individuals to award a certain number of scholarships, and may be awarded by academic year or academic term (fall, spring, and summer), but shall not apply to intersession terms. No more than the allotted amount may be active during any academic term.
- C. Normally students may receive only one tuition exemption scholarship from sources within LSU, which includes exemptions used for non-resident fees as allowed otherwise by this policy.
- D. Students who are eligible for a Taylor Opportunity Program for Students (TOPS) award may also be awarded a Board of Supervisors scholarship only in the event a TOPS Opportunity award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.
- E. The Student Member of the Board of Supervisors, who is elected by the Council of Student Government Presidents, is encouraged to award at least one scholarship at each degree granting LSU campus.

### Section 3. Application and Selection Procedures

- A. To apply for a Board of Supervisors Scholarship, students should complete the application form available through the LSU Board of Supervisors' website .
- B. Students must also submit a personal statement with the application form. Personal statements are essays no greater than 750 words. A successful personal statement should allow the scholarship donor to have an inside glimpse of the applicant's life experiences and accomplishments. The personal statement assists Supervisors in understanding the student's personal circumstances, core interests, skills and values.
- C. All completed application forms, including the personal statement, should be submitted via a process specified on the application or application portal through which all applications must be submitted. Once the application is submitted, the Board staff will work with the respective campus administration to verify information and eligibility.

- D. The Board staff shall publicly specify a preferred date for application submission, and the specified time shall be no less than 60 days prior than the start of the academic terms for which a scholarship is expected to be awarded.
- E. Supervisors are encouraged to work with the ~~LSU University Administration Office~~ President and ~~LSU Chancellors~~ in identifying qualified scholarship recipients.
- F. It shall be the responsibility of the Board staff to notify the appropriate Supervisor when students fail to meet the eligibility requirements of the scholarship program. It shall be the responsibility of the respective institution's admissions and financial aid staffs to determine if a student nominated to receive the scholarship meets the minimum qualifications set forth in this policy.

#### **Section 4. Scholarship Awards**

Each Supervisors and the President of LSU shall be authorized to award 15 scholarships. These scholarships are tuition exemptions, and two (2) of the 15 scholarships may be converted to exemptions of the non-resident fee assessed to qualified undergraduate students. Graduate and professional students are not eligible for non-resident exemptions.

Any person holding the title of President Emeritus shall be authorized to award five (5) tuition exemption scholarships each academic year valued at the cost of resident tuition.

#### **Section 5. Qualifications and Eligibility**

The Board of Supervisors Scholarship Program is available to both full-time and part-time students who are registered and enrolled in the undergraduate, graduate, and professional programs (with some exceptions) offered by the various LSU campuses and who meet the qualifications listed below:

##### A. Qualifications

##### 1. Freshman

An undergraduate student, known as an "entering freshman", must have been officially admitted to the University.

An undergraduate who has completed at least one semester but who is still classified as a freshmen, known as a "continuing freshman", must earn a cumulative (overall) grade-point average of at least a 2.3 on all work taken during this classification to maintain their scholarships.

##### 2. Upperclassman

Students classified as sophomores, juniors, and seniors must earn a cumulative grade-point average of at least 2.5 to receive and maintain a Board of Supervisors Scholarship.

Upperclassmen with a cumulative grade point average which is greater than or equal to 2.3, but less than a 2.5 may be considered for a scholarship provided that they meet all of the following criteria:

- a. They have earned at least a 3.0 grade point average, while enrolled for a minimum of 12 hours, for the full semester immediately preceding the award of the scholarship.
- b. They are making satisfactory academic progress towards a degree.

c. They maintain a 3.0 semester average until their cumulative grade point average reaches the required 2.5 grade point average for upperclassmen.

### 3. Professional and Graduate Students

Students attending graduate or professional school at the various campuses must receive unconditional admission in order to qualify for a Board Scholarship.

Retention of the scholarship shall be based on students maintaining “good standing” with their respective academic programs.

### B. Ineligible Prohibited Recipients

The following persons and members of their immediate family are prohibited from receiving Scholarships

- a. Supervisors, unless specified otherwise in this policy.
- b. U.S. Senators
- c. U.S. Representatives
- d. Members of the Louisiana Legislature
- e. Statewide Elected Officials

### **Section 6. Student Board Member**

The student Board member of the LSU Board of Supervisors is granted a Board Scholarship during the time they serve on the Board until completion of the program in which they were enrolled when they were elected to the Board of Supervisors.

If the student Supervisor does not utilize the scholarship during their term on the Board, they may be awarded a scholarship for one year for a subsequent program within two years of the completion of their service on the Board for a maximum of two years. Students must comply with all of the requirements of the Board of Supervisors scholarship policy in order to earn and maintain the scholarship.

### **Section 7. Terms**

Undergraduate students may receive a Board Scholarship for a maximum of eight regular semesters and four summer terms.

Professional and graduate students may receive a Board Scholarship for the number of academic years that are considered normal academic progress toward receiving a degree.

### **Section 8. Value and Program Limitations**

The value of the Board Scholarship shall be equal to tuition only and shall not be inclusive of University fees, as fixed by the Board, for undergraduate and graduate students, unless the exemption is applied to non-resident fees as specified by the awarding Supervisor. The student shall be required to pay all other required fees, unless otherwise exempted by the respective campus.

Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship only in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.

For the professional schools (Law, Medicine, Doctor of Nursing Practice, Physician Assistant, Doctor of Physical Therapy, Dentistry, Master of Occupational Therapy, Master of Business Administration and Veterinary Medicine), the value of the Board Scholarship shall be equal to the graduate student tuition rate at Louisiana State University and A&M College, as fixed by the Board for fifteen credit hours per semester and shall not be inclusive of University fees. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations. The exception to this paragraph is that Scholarships may not be awarded to students enrolled in specialized, self-supported educational program, such as the Executive Program of Master of Business Administration or any LSU Online programs.

Scholarship recipients attending professional schools who opt to enroll in a dual/conjoint degree program, such as the JD-MBA, can only apply the value of their scholarship to one of the degree programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.

Scholarships awarded by a President Emeritus may only be for the value of tuition for a resident student.

### **Section 9. Certification of Award**

The Board staff will provide a certification of award once the verification of eligibility is completed. Ideally, that should occur within 14 days from notification of Supervisors' indication to award to a student. The award letter is the official notice to the student and the campus that the exemption will be applied to a student's account.

An individual file is maintained for all awarded scholarships which includes the following information:

- Application with financial aid office documentation
- Application attachments
- Supervisor approval form
- Copy of letter to campus awarding scholarship
- Copy of award letter to recipient
- Documentation of semesters awarded and GPA/good standing to track eligibility
- Copies of correspondence related to award

### **Section 10. Record Retention and Reporting**

The application and supporting documentation for students receiving the Scholarship shall be retained for 5 years after the award has expired. The documentation for applicants who did not receive the Scholarship shall be retained for a minimum of 3 years from the date of application being submitted.

In compliance with La. Revised Statute 17:1608 (Act 340 of the 2013 Regular Legislative Session), the Board of Supervisors annually provides to the Louisiana Legislature and posts on its website a list of all Board of Supervisor scholarship recipients and the value of the scholarship.

REGULATIONS OF THE BOARD OF SUPERVISORS

ARTICLE I. ACADEMIC AND ADMINISTRATIVE ORGANIZATION

**Section 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 2. Academic Organizational Units**

A. The Faculty of the University

The faculty of the University shall consist of the faculties of the several campuses as defined below (Sec. 2B). The President and the academic officers of the University shall be members of the University faculty and the former shall be its highest officer.

B. The Faculties of the Several Campuses

1. **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 (see sec. 1-3.1). 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.
2. **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 University, 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

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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 (2).

specifically delegated by the faculty. It shall make recommendations for the granting of degrees through its respective colleges or schools not within a college.

3. **Actions.** Any action of a faculty or Faculty Council which, in the judgment of the Chancellor, or of the President, is administrative or which seriously affects the interests of another faculty of the University or of the University 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 Chancellor, or, for LSU or in inter-campus situations, by the President.

a. 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 University concern to the appropriate council, or a committee thereof, for consideration.

4. **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the call of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair, 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 Chancellor of the campus or, for LSU, the President's designee, will preside.

5. **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.

#### C. The Faculties of Colleges and Schools

1. **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.

2. **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.

3. **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 Chancellor of the campus or, for LSU, the President and the chief academic officer shall receive the same notification.

4. **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.

D. The Departmental Faculty<sup>3</sup>

1. **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.
2. **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.
- ~~3.~~ **3. Meetings.** The Chair or head of the department shall call a meeting of the departmental faculty when it seems advisable to do so.

E. The Graduate Faculty

1. **University Graduate Division Faculty.** The Graduate Faculty of the University 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 Graduate Division Faculty.

The principal officer of the Graduate Faculty of the University shall be the chief academic officer of the University, who shall preside over the Executive Graduate Council (Sec.1-2.6) as its chair.

2. **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.

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<sup>3</sup>Including faculties of schools within colleges.



3. **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.

F. Council of Chief Academic Officers

The Council shall consist of the chief academic officer of the University, who shall serve as chair, and the chief academic officer of each major subdivision of the University. The Council shall act in an advisory capacity to the President in matters relating to academic standards, programs, and policies of the University.

G. The Executive Graduate Council

There shall be an Executive Graduate Council of the University Graduate Division. It shall consist of:

1. The chief academic officer of the University, who shall serve as chair.
2. The chief graduate officer for each campus.
3. An appointed member of the graduate faculty from each campus of the University offering resident graduate work. These appointees shall be recommended to the President for appointment by the Chancellor of each campus or, for LSU, the President's designee after consultation with the chair of the Executive Graduate Council, in order to avoid a concentration of representation from any general subject area.
4. A single member, representing those campuses not offering graduate work, appointed by the President.
5. A single member-at-large of the Graduate faculty to be appointed from any campus of the University 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.

H. The Campus Graduate Council

1. **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.
2. **Approval.** Each campus shall submit its policy and any subsequent amendments concerning the Graduate Council to the President for review and approval. Until such campus policies are approved, the existing provisions shall control.

### Section 3. Administrative Units

#### A. The Administrative Council

- 1. Membership.** The Administrative Council shall be composed of the principal administrative officers of a campus (as designated by the Chancellors or, for LSU, the President); 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 Chancellor or, for LSU, the President.
- 2. Duties.** The Administrative Council shall advise the Chancellor or, for LSU, the President in the administration of the affairs of that campus.
- 3. Officers.** The Chancellor or, for LSU, the President or his designee shall be the chair 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.
- 4. Time of Meeting.** The Administrative Council of each campus shall meet at the call of the Chancellor or, for LSU, the President or his designee. The President may, at his discretion, call upon and preside over any or all of the Administrative Councils of the University to advise him concerning the affairs of the University.

#### B. 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 chair. The Council shall advise the chief academic officer in the administration of the academic affairs of the campus.

#### C. The Athletic Council

- 1. 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.
- 2. Approval.** Each campus shall submit its policy concerning the Athletic Council to the President for review and approval as well as any subsequent amendments to this policy.

## ARTICLE II. APPOINTMENTS, PROMOTIONS, AND TENURE

### Section 1. —Classification of Employees, General

Employees of the University 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 University 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. Personnel Actions**

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 the LSU Board of Supervisors Bylaws.

## **Section 3. 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.

### B. Unclassified Employees

Unclassified employees hold their positions at the pleasure of the Board. Services of unclassified employees may be terminated by giving such employees reasonable notice with the approval of the Chancellor of the campus or, for LSU, the President or his designee. "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 4. Personnel Actions, Academic Staff**

In all personnel actions related to academic staff the principle of academic freedom shall be recognized. See the LSU Board of Supervisors Bylaws.

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.

## **Section 5. Personnel Actions Requiring Board Approval**

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 University shall be made in accordance with the following provisions and the Personnel Action Approval Policy established by the President.

### A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the Board of Supervisors:

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 for University Officers.

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 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.

B. Personnel Actions Not Requiring Board Approval

1. Approval of other personnel actions shall follow the Personnel Action Approval Policy established 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, as he deems to be in the best interests of the University.

C. Reporting

Quarterly reports will be developed and provided to the Board providing necessary information required to fulfill the Board's fiduciary and oversight responsibilities.

D. 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 the LSU Board of Supervisors 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.

E. Miscellaneous

1. For purposes of this policy and the Personnel Action Approval Policy, "compensation" includes all income covered on any check issued (or electronic transmittal) by the 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 the University or pursuant to the employment agreement with the University. 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 the University'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 shall control.

4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

**Section 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)			

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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 University 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 University.

(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 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 University 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 University 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.

The rules pertaining to tenure and term appointments are subject to the following exceptions:

1. 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.

2. 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.
3. 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 has no obligation. The University 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 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 9. Terms of Employment - Academic Staff, General**

The foregoing provisions shall not be construed to exclude existing contracts between the University and academic staff on mutually acceptable terms.

### **Section 10. Basis of Pay**

University 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 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 12. Holding of Political Office**

A full-time employee of the University shall not accept any appointive political office nor seek or hold any elective remunerative political office, without the consent of the President.

### **Section 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~~ University 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.

**Section 14. Boyd Professorships**

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national, or as appropriate, 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 dean 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 or, for faculty members of LSU, through the President or his or her designee. The nomination by deans or directors shall be reviewed by a committee comprised of the chief academic officer of the University, who shall serve as chair, two emeriti Boyd Professors, and three current Boyd Professors appointed by the President from throughout the University.

## ARTICLE III. LEAVES

### Section 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 University. 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. 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 President upon recommendation of the Chancellor or, for LSU, the President's designee as supportive of the purposes of the leave.

### Section 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 shall be granted only after it has been determined that the interests of the University 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. 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.

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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.

### Section 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.

#### 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 University, 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 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 5. Military Leave**

An employee of this University 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 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 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 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 policies established by the President. Report of absence for classified employees shall be governed by Civil Service Regulations.



## ARTICLE IV. INSURANCE AND RETIREMENT

### Section 1. ~~Group Insurance Program~~

University employees, including retirees, may participate in the group health insurance plans provided by the State of Louisiana ~~or University 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 2. ~~Other Group Insurance or Benefit Programs~~

The University 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 3. ~~Retirement Plans~~

All Non-student regular employees of the University 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 University 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. 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 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 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, 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.

## ARTICLE V. FINANCIAL AND BUSINESS PROCEDURES

### Section 1. Budget

The annual operating budget of the University 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 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 or, for LSU, by the President or the President's designee.

### Section 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 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.~~

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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.

~~The Internal Auditor, under the direction and control of the chief business officer of the University Staff, shall review the business activities of the University and shall assess the effectiveness of its records and insure appropriate accountability of University resources.~~

### **Section 43. Execution of University Contracts**

All University contracts shall be executed as follows:

- A. Contracts involving the purchase or sale of land, mineral rights, and other immovables; those involving significant University 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 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.

### **Section 54. — Purchasing**

No purchasing or contracting for goods and contractual services may be made except through specifically designated purchasing officials of the University.

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 policies relative to purchasing.

### **Section 65. — Travel**

Travel at University 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 76. — Entertainment and Expenses of Visitors and Guests of the University**

Visitors and guests shall be reimbursed for costs of transportation only when such visitors and guests have rendered a definite service to the University. 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 87. — Custody and Control of University Property**

No one shall use for his or her own benefit or for any other personal purposes any University property of whatever description; and no one shall be permitted to remove from the buildings or grounds any property belonging to the University, unless approved by the President or appropriate official designated by the President.

**Section 98. — Use of University Vehicles**

All transportation equipment of the University shall be used only on official business and shall be operated only by employees of the University and others authorized by the President.

**Section 109. — Use of University Facilities**

The facilities and premises of the University 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 University facilities by departments and divisions of the University, 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 110. — Sale of Goods or Services and Operation of Business Enterprises**

No department or agency of the University 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 Chancellor whose college/school/department/personnel/activity is allegedly competing unreasonably with the private entity or, for LSU, the President. The Chancellor shall forward a copy of any complaint to the President who shall then inform the ~~Board members~~Supervisors of the complaint. If, however, the complaint is initially given to the President or a ~~Board member~~Supervisor, the complaint shall be transmitted to the appropriate Chancellor 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 Chancellor or, for LSU, the President 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 Chancellor or, for LSU, the President and the complainant, the Chancellor shall notify the President 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 Chancellor and complainant, the Chancellor shall submit the matter in the form of a report to the President. The 45-day period may be extended by mutual consent of the Chancellor, the President and the complainant.
4. In the event that the Chancellor is unable to resolve the matter, the President shall communicate with all parties. If the complaint is resolved to the mutual satisfaction of the President and the complainant, the President shall notify the Chancellor 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 and the complainant, the President shall submit the complaint, the President's report, and the Chancellor's report, if any, to the appropriate committee of the Board. The 30-day period may be extended by mutual consent of the President 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 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 President'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 University head's report on the resolution of a complaint shall be forwarded to the Board of Regents for informational purposes only.

**Section 1211. —Scholarships and Financial Aid**

A scholarship and financial aid program should be designed to recruit the best talent possible, to craft a class that achieves institutional goals, and/or to serve a need of Louisiana, especially those students of academic ability in financial need. The administrative head of a campus enrolling students is required to establish the scholarship and financial aid policy of their respective campus. This section supersedes all previous Board resolutions related to institutional-based scholarships and grant-aid financial assistance.

This policy applies to institutionally funded financial aid. This policy shall not apply to federal or state financial aid programs nor privately funded scholarship programs administered by the University and for which the student meets specified qualifications to receive.

#### A. A-Requirements of A Policy

Each campus' institutional scholarship and financial aid policy shall comply with federal and state laws and regulatory guidelines. A scholarship policy authorized under this section shall also require:

1. The establishment of a committee or committees, composed of people holding diverse perspectives, for maintaining:
  - a. Eligibility criteria for scholarships (other than those established by donor agreement); and,
  - b. A specified method of selecting recipients if individuals are selected from a pool of potential candidates.
2. A prohibition on the awarding of aid by a single employee based on their discretion, except for coaches who may award athletics scholarships for student-athletes and student-staff in their respective sport only.
3. A prohibition disallowing selection committee members to participate in the decision to award a scholarship to an immediate family member.
- 1.—Provisions of documentation on rationale for awarding exemptions and waivers to students.
- 4.

#### B. Budgetary Control

Because institutional aid is committed to students prior to the approval of the institutional budget, the administrative head of each campus shall have the authority to commit total financial aid awards for the upcoming academic year in accordance with the campus financial aid policy outlined in this Section up to an amount not greater than a thirty-three percent increase from the current year, unless authorized by the Board for larger amounts. The final amount will be included in the operating budget that is submitted to the Board for approval.

Approval by the Board to increase tuition or fees shall be construed as authority to increase the institutional-based budget by an amount proportionate to the tuition or fee increase. The thirty-three percent limitation shall exclude any institutional-based aid budget increase associated with tuition or fee increases.

#### C. Reporting

The chancellors shall submit to the President an annual report on or before August 15 of each year outlining the number and cost of institutional awards provided and demographics of the recipients. The President shall maintain a copy of each campus's most recent scholarship policy required under this Section. The President may also require other regular reports as deemed necessary.

#### D. Definitions

For the purposes of this section, an "exemption" is a charge assessed to a student that is paid by an external sponsor or with institutional financial aid. A "waiver" eliminates a portion of the amount

an institution assesses a student for tuition and/or fees. "Institutional aid" means the amount allocated by the campus for student financial assistance. "Immediate family" or "family" is the definition approved by statute in the Louisiana Code of Governmental Ethics.

## **Section 1312. Required Reports**

In accordance with the Bylaws, the Board requires the following reports to be submitted:

### A. Annual Reports

- a. New academic programs
- b. Board scholarship awards
- c. Audit annual report
- d. Bond analysis report
- e. Data metrics (trend data on enrollment, research, service, and technology transfer)
- f. Affiliated organizations in accordance with the affiliation agreement
- g. LIFT Program
- h. Hospitals
- i. Board meeting schedule

### B. Semi-annual Reports

Reports are due every half-year, and each shall list should provide the listed information for the three-year period preceding the report.

- a. Consolidated Financial Report
- b. LSU First Health Plan
- c. All leases
- d. All servitudes, grants of mineral rights, timber sales, and transfers of title to immovable property
- e. All capital improvement contracts approved by the Board or the President (does not require listing of such contracts approved by Chancellors or other officials under delegation from the President)
- f. All schematic designs (only a list of these is required; the designs themselves need not be included)
- g. All design contracts
- h. Other items of a similar nature which the President, by Permanent Memorandum or otherwise, determines would provide strategic insight to the Board and assist the Board in exercising its authorities and responsibilities.

### C. Quarterly Reports

- a. Audit Reports
- b. Investments
- c. Reimbursements paid by affiliated organizations
- d. Personnel as specified in Regulations

### D. Notifications of Significant Procurements and Delegations

- a. The Board requires notification of upcoming procurements and contracts deemed significant. The first notification of an impending significant procurement or contract shall be eighteen



months in advance of the execution of an agreement, or as soon as it is known that a significant procurement will be necessary if it occurs in less than 18 months. A notice of impending significant procurements shall be transmitted to the Board monthly.

b. The Board requires monthly notification of unexecuted authorities delegated by the Board to the President.

### **Section 1413. General**

Student religious centers located on a campus of the University 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 1514. —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 University 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 University 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 University as a whole, to one or more institutions of the University, or to any unit or program within an institution. Reasonable efforts shall be made to ~~ie~~ensure 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 University 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 President, upon request from the Chancellor of an institution or, for LSU, on the President's own initiative, and after consultation with representative faculty members, 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 University 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 or, for LSU, the President's designee, 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 or, for LSU, the President's designee 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 or, for LSU, the President's designee, to apply in writing to the 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 University, 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 or, for LSU, the President's designee 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.

## ARTICLE VI. GIFTS AND GRANTS

### Section 1. Conditions of Acceptance

The Board stands ready to receive in the name of the University:

- 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 and its students.

However, the Board shall be the final authority in the determination as to whether the freedom and functions of the University 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 looks with favor upon acceptable proposals for research and related contracts with State and Federal agencies and with private individuals and corporations.

## **Section 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.

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 University 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 University;
- d. Whether the donor is willing to grant full publication rights after termination of each research phase of the problem.

## **Section 3. Payment for Indirect Costs**

When the University undertakes such cooperative research, the extent of indirect cost to be assessed for use of facilities shall depend upon the extent that the University determines its instructional and research programs are enriched or its responsibilities to the people are fulfilled by acceptance of the gift.

The University 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 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 University belong to the University 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 and to the people of the State of Louisiana which outweigh the rights thus relinquished.

**Section 5. Use of Name of the University**

In no event shall gifts and grants be received with the understanding that the name of the University or any of its components may be used in any advertisement without the express written permission of the University.

**Section 6. Use of University Facilities for Private Gain**

It shall be understood that no member of the faculty or staff may use University facilities in conducting research for private gain.

## ARTICLE VII. INTELLECTUAL PROPERTY

### Section 1. General Policy

The University encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All University 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, the University's academic mission; through such activities, the University provides new benefits to the public and enhances economic development.

### Section 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 the University; **or (3)** are performed with the use of University 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 the University; **and (3)** are not performed with the use of University 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 the University, 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 the University 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 the University; **or (3)** are performed with the use of University 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 the University; **or (3)** conceived, created, designed, developed, or conducted with the use of University 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 the University, or with any campus or other part of the University; **or (2)** that is created or produced during an activity that is supported by the University, 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 the University 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 the University, 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 the University 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 the University pursuant to an authorized agreement granting any rights in any LSU Intellectual Property, after deduction of the University'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 the University in reimbursement of or allocated for direct, out-of-pocket expenses paid or owed by the University 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 the University, 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 the University 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 the University under an authorized sponsored research agreement that,



along with any other provisions, grants another party any rights in any LSU Intellectual Property, where the University'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 the University 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. "**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 University Supervisors, Officers, Faculty, Staff, Research Associates, Postdoctoral Fellows, Instructors, Graduate Students, and other employees of the University, 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 University undergraduate and professional students employed by the University when those persons act within the course and scope of their employment by the University. "**LSU Personnel**" shall not include adjunct faculty and University undergraduate and professional students when those individuals are not acting as employees of the University.

### Section 3. Ownership and Management of LSU Intellectual Property

- A. Right to Own and Manage LSU Intellectual Property
  - 1. The University holds all right, title, and interest to all LSU Intellectual Property in all countries. LSU Personnel shall execute any formal assignments to the University 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 the University fully to secure the University's interest in LSU Intellectual Property.
  
  - 2. As owner of LSU Intellectual Property, the University may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as the University 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 the University, 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 a University official authorized pursuant to these *Regulations*, is void and will not be

recognized by the University -- 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 the University 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 the University's sole discretion, the University 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, for LSU, the President 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, the University 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 the University 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 the University. Any such waiver may only be made in writing by the Chancellor or, for LSU, the President or the President's designee (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 the University.
  2. The University will ordinarily grant to a non-governmental sponsor of funded research at the University an exclusive right, for a limited period of time, to negotiate with the University 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 the University.

B. 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 the University 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 policy, the University 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 the University 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 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 the University, unless a different schedule is otherwise agreed in writing by the University and the inventor(s) or author(s).
2. For as long as the University 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 the University, or to their heirs, as applicable.
3. Provided, however, that the Chancellor of the appropriate campus (or campuses) or, for LSU, the President or the President's designee 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 the University 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 University 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 of that campus or, for LSU, the President or his designee.
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 the University's obligations under the federal Bayh-Dole Act and with the University'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 the University is legally able to transfer title to such equity, and until that time the University shall be the sole owner of such equity. The University 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 the University as its 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 the University has acquired as its 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 the University 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 the University'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 the University; and
  
  - b. The University shall not otherwise attempt to influence the management or operation of any such business entity in which the University owns equity. Exercising any voting rights associated with equity owned by the University 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 the University.
  
4. Any equity owned by the University as its portion of Distributable Royalties shall not be further distributed within the University, but instead shall be managed by the President. Any cash benefits received by the University arising from such equity ownership (for example, cash dividends, or proceeds from the sale of the equity) shall be distributed within the University 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 the University 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, the University and any party not affiliated with the University shall resolve any apportionment between the University and that other party. Only the University's part of this apportionment shall be considered Distributable Royalties.
  - b. In the absence of any agreement by the University 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, for LSU 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 the University 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 University 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 the University 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 the University therefore has no agreement with a third party as to royalties attributable to the LSU Invention; then in such a case the University 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 the University for educational, research, or non-commercial purposes shall not give rise to any "Distributable Royalties."

#### Section 5. General Requirements for Licenses and Other Agreements

- A. As a matter of policy, the University 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, the University shall require that each licensee of rights in LSU Intellectual Property may not *assign* or *transfer* the licensed rights without the University's express prior written approval, which the University may agree, in its sole discretion, not to unreasonable

withhold. Further, the University 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 the University and the licensee, (ii) the sublicense agreement specifies that no sublicensee shall issue any further sublicenses without the express written consent of the University, and (iii) the licensee agrees to provide the University 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, the University 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. The University 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 the University assigns all rights in LSU Intellectual Property to another party, with the University retaining no residual rights or residual share of royalties; except that in such a case the University may retain a nonexclusive right to practice the assigned intellectual property right for experimental, educational, or noncommercial purposes.
- D. As a matter of policy, the University shall require that each licensee and assignee, and ordinarily each sublicensee, of LSU Intellectual Property shall indemnify the University 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, the University does not ordinarily permit brokerage of LSU Intellectual Property. Rather, the University expects its 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, for LSU, the President or his designee 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 the University 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 the University that expressly provides otherwise, in each such case the assignment or waiver shall be without representation or warranty from the University 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 the University 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 which documents that the deviation is in the best interests of the University and is adequate to protect the University's interests.

## **Section 6. Uniform Process for Managing Technology Transfer at the University**

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 University 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 the University.

### **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:
  - a. a description of any potential conflicts of interest and a certification that all applicable disclosure forms required by any University policy have been executed, or a certification that no such potential conflicts are known to exist; and
  - b. 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

- c. a description of the due diligence activities performed to evaluate the proposed licensee; and
- d. a description of any significant deviations from the standard template agreements and justification for such changes.

#### **Section 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, the University releases to the respective author(s) all of the University'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 the University's interest shall not be so released: **(i)** if the University publishes the work itself; **or (ii)** if the University 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 the University is required to deliver the work to a third party under a research contract or other contract between the University and the third party. This release of certain rights to the author(s) does not apply to LSU Software or to LSU Databases. The University 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 the University, 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 the University. 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 the University, 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 the Chancellor's designee or, for LSU, the President or his 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 designated office or committee 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 the University publishes an LSU Work or LSU Database itself, or if the University directly provides others access to an LSU Work or LSU Database in exchange for consideration received directly by the University, and if the University 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 the University on account of that course, regardless of whether an author is substantively involved in the teaching of that course. The University shall be free to use the LSU Work, LSU Database, LSU Digital Media, or Course Material as part of the course instruction in the University's discretion. By contrast, if the University 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 University course -- then those royalties will be treated as Distributable Royalties for purposes of Section 7-4 above.

#### **Section 8. Confidential Materials**

University and 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, the technology transfer officer for each campus, and any other individual designated by the President or by the Chancellor, 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 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.

## **ARTICLE VIII. AFFILIATED ORGANIZATIONS**

### **Section 1. Relationship to the University**

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 University. 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 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 University campuses must be officially recognized by the Board. This official recognition requires compliance with University 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. Such application shall include the necessary documentation to establish full compliance with all applicable policies and laws.

### **Section 3. Transactions Related to Employees**

Pursuant to La. R.S. 17:3390F and while it remains in effect, the Board of Supervisors delegates to the Chair and the President the authority to approve transactions under the provisions of the referenced statute. The Chair may delegate the authority to other persons for the approval of transactions for the duration of their term. The transactions related to the President and other authorized persons must be approved by the Chair of the Board. Delegations of authority may be revoked by the Board Chair, and in that event, the Board Chair is delegated the authority to approve transactions unless the Board resolves otherwise. It shall not be construed that any employee may approve their own reimbursements. An informational report on the approved transactions shall be submitted to the Board quarterly.

## **ARTICLE IX. AUDIT**

In accordance with the Bylaws, there is a chief internal auditor employed as a University officer. Under the supervision and control of the Board's Audit Committee, the following shall be referred to as the Audit Charter:

## **Section 1. General**

The Louisiana State University Internal Audit function is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of LSU including all component institutions. It assists the University in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management, and internal control.

## **Section 2. Role**

Management of each of the University's component institutions has the responsibility to ensure that assets are properly safeguarded, internal controls are established and are sufficient to ensure compliance with applicable laws and regulations, and procedures are sufficient to detect errors and fraud in a timely manner. Campus heads are also responsible for providing input into the annual risk assessment and audit plan and for establishing and enforcing a policy to ensure the effective and timely resolution of all audit findings.

Internal Audit furnishes impartial, independent analyses, appraisals, recommendations, and pertinent comments on the business activities of the institution. Its responsibilities are defined by the Board as part of their oversight role.

## **Section 3. Organization**

Internal auditing is centrally managed by the Chief Auditor who serves as the University's "Chief Audit Executive" as defined by the International Standards for the Professional Practice of Internal Auditing. The Chief Auditor reports functionally to the Board of Supervisors (Board) through the Audit Committee and administratively (i.e. day-to-day operations) to the President. Reporting of matters shall be simultaneously made to the President, Chair of the Audit Committee, and Chair of the Board, unless it involves potential misconduct by one of the three.

The Board approves the internal audit charter as well as all decisions regarding the appointment and removal of the Chief Auditor.

The Audit Committee will:

- Approve the risk-based internal audit plan
- Approve the internal audit budget and resource plan
- Receive communications from the Chief Auditor on the Internal Audit's performance relative to its plan and other matters
- Annually evaluate, with input from the President, the performance of the Chief Auditor.
- With input from the President, review and recommend to the Board remuneration of the Chief Auditor, subject to applicable Board regulations.
- Make appropriate inquiries of management and the Chief Auditor to determine whether there is inappropriate scope or resource limitations.

The Chief Auditor will communicate and interact directly with the President and with the Audit Committee. The Chair of the Audit Committee may conduct meetings, including meetings in executive session and between Board meetings as appropriate, with the President unless the Audit Chair deems that the President's participation would not be appropriate. On one occasion annually, the Chief Auditor may request a meeting with the Audit Committee only.

### **Section 3. Professionalism**

Professionalism and commitment to excellence are facilitated by operating within a framework of professional practice. Internal Audit shall adhere by adherence to The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (Standards). This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of Internal Audit's performance.

### **Section 3. Authority**

Internal Audit, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all records, physical properties, and personnel pertinent to carrying out any engagement in the LSU universe, including those not specifically enumerated in the charter and authorized by the Board. All employees are requested to assist Internal Audit in fulfilling its roles and responsibilities. Internal Audit will also have free and unrestricted access to the Audit Committee.

### **Section 4. Independence and Objectivity**

Internal Audit will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Auditor will confirm to the Audit Committee, at least annually, the organizational independence of the internal audit activity.

### **Section 5. Responsibility**

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the University's stated goals and objectives. This includes:

- a. Evaluating risk exposure relating to achievement of the University's strategic objectives.
- b. Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information.
- c. Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization.
- d. Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- e. Evaluating the effectiveness and efficiency with which resources are employed.

- f. Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- g. Monitoring and evaluating governance processes.
- h. Monitoring and evaluating the effectiveness of risk management processes.
- i. Performing consulting and advisory services related to governance, risk management, and control as appropriate for the University.
- j. Reporting periodically on Internal Audit's purpose, authority, responsibility, and performance relative to its plan.
- k. Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the Audit Committee.
- l. Evaluating specific operations at the request of the Audit Committee or management, as appropriate.
- m. Investigate allegations of fraud at all institutions.
- n. Giving due consideration to the scope of work of the external auditors and other regulatory agencies, as appropriate, for the purpose of providing optimal audit coverage to the University at a reasonable overall cost.

#### **Section 6. Internal Audit Plan**

At least annually, the Chief Auditor will submit to senior management, for review, and the Audit Committee, for approval, an internal audit plan. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal year. The Chief Auditor will communicate the impact of resource limitations and significant interim changes to the President and the Audit Committee.

The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the Audit Committee. The Chief Auditor will review and adjust the plan as necessary in response to changes in the University's business, risks, operations, programs, systems, and controls. Any significant deviation from the approved internal audit plan will be communicated to the President and the Audit Committee through periodic activity reports.

#### **Section 7. Reporting and Monitoring**

Internal Audit ensures that the results of audits and other services are properly communicated to the appropriate management or operating personnel in the form of written reports, consultation, advice, or any other means. The Chief Auditor will authorize the issuance of all internal audit reports. Written reports include, or will be followed by, management comments itemizing specific actions taken or planned to resolve the reported finding and to ensure that operational objectives are achieved. Management's response should include a timetable for anticipated completion of action to be taken and an explanation for any recommended corrective action that will not be implemented. Internal Audit will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an open issues file until cleared.

The Chief Auditor shall report not less than quarterly to the Audit Committee and President and annually in writing to the entire Board on internal and external audit activities. Upon presentation to the President and acceptance by the Audit Committee, copies of the quarterly report will be provided to the Board.

## **Section 8. Quality Assurance and Improvement Program**

Internal Audit will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of Internal Audit's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Chief Auditor will communicate to the President and the Audit Committee on Internal Audit's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

## **ARTICLE X. NAMING AND HONORIFICS**

### **Section 1. Authority**

The Board retains the authority to honor individuals, groups, and organizations through an honorific naming. Any item not specifically governed in this Article shall be reserved for the discretion of the chancellor.

### **Section 2. Naming of Units and Programs**

Naming of colleges, departments, centers, institutes, major units, service centers, and other programs for a person, people, or organization shall be approved by the Board.

### **Section 3. Naming of Facilities**

The LSU Board of Supervisors is empowered to name facilities in honor of people, which is a practice common to higher education management boards throughout the United States. In accordance with La. R.S. 17:3351 Paragraph G, the Board may also name a facility in honor of a living person and may even condition that honorific on a donation.

**Intent.** It is the intent of the Board to create a general policy creating a process resulting in the consideration and naming of facilities and physical assets for people, living and deceased. Being that an asset may exist for nearly a century or the name may perpetuate for longer, it is also the intent of the Board to allow a deliberative process that allows for campuses to consider the merit of a nomination and purposeful thought given to such a long-term honorific.

#### **A. Authority of the Board of Supervisors**

1. The LSU Board of Supervisors reserves the right to review and approve the naming of University facilities and assets for living or deceased persons. A building or any portion of a building may be named after one or more living or deceased individuals to honor specific contributions made to the University, the campus, or the college in question.

#### **2. Limitations**

a. No facility or asset may be named for any current public official, elected official or candidate for elected office.

b. No facility or asset may be named for any current member of the LSU Board of Supervisors or any past member for a period of two years from service on the Board.



3. The Board may receive petitions for namings. Except in extenuating circumstances, the Board will request consultation from the campus chancellor under whose management the facility and/or asset is assigned. Petitions shall be sent to the Secretary of the Board for appropriate handling.

B. Campus Approval Process

1. Each campus shall establish a policy for naming of University facilities. Pursuant to that policy, the recommendation to name a facility after one or more individuals shall be forwarded to the Board with the concurrence and approval of the Chancellor, if applicable, and the President.

2. Where practicable, any facility named after one or more individuals shall be appropriately marked with a functional designation for easy recognition by the public.

3. Any campus naming policy or naming agreement shall include provisions for removal of the name in the event of moral, ethical, or legal improprieties. Removal of a name shall be done by Board resolution.

4. The providing of functional names in the absence of individual names continues to be left to the discretion of University administration.

C. Authority of the President

A. The President is authorized to establish policies and guidelines necessary for the promulgation of this policy.

## ARTICLE XI. REPEAL AND AMENDMENT TO REGULATIONS

### Section 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 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~~Supervisors after receiving recommendations of the appropriate committee of the Board.

September 8, 2017

## BOARD OF SUPERVISORS SCHOLARSHIP PROGRAM REGULATIONS

### Section 1. Purpose and Mission ~~PURPOSE AND MISSION~~

The purpose of the LSU Board of Supervisors Scholarship ~~p~~Program is to recognize and support students attending LSU entities who by their educational pursuits contribute positively to Louisiana's and society's prosperity and well-being.

The scholarship program's mission is to financially assist LSU degree-seeking individuals in achieving academic and career success by providing annual tuition-based scholarships in consideration of a student's academic potential, individual achievement or personal circumstances.

### Section 2. General Program Guidelines ~~GENERAL PROGRAM GUIDELINES~~

- A. Scholarships will be awarded in consideration of academic potential, individual achievement or personal circumstances.
- B. ~~Scholarships are awarded for a full academic year unless awarded for a single semester only. This policy permits Supervisors and other specified individuals to award a certain number of scholarships, and may be awarded by academic year or academic term (fall, spring, and summer). If a student graduates or becomes ineligible, the scholarship may be awarded to another qualified student for the remainder of the academic year. If an awardee does not attend the summer semester, his or her scholarship may be awarded to another qualified student. B~~ but shall not apply to intercession terms. No more than the allotted amount of may be active during any academic term.
- C. Normally students may receive only one tuition exemption scholarship from sources within LSU, which includes exemptions used for non-resident fees as allowed ~~by Item #5 of this section. o~~ otherwise by this policy.
- D. Students who are eligible for a Taylor Opportunity Program for Students (TOPS) award may also be awarded a Board of Supervisors scholarship only in the event a TOPS Opportunity a Award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.

- ~~5. Each member of the Board of Supervisors and the President of LSU shall be authorized to award 15 tuition exemption scholarships each academic year, of which two (2) may be used as exemptions for the non-resident fee assessed to qualified undergraduate students. Any person holding the title of President Emeritus shall be authorized to award five (5) tuition exemption scholarships each academic year. It shall be the responsibility of the respective institution's admissions and financial aid staffs to determine if a student nominated to receive the scholarship meets the minimum qualifications set forth in this policy.~~
- ~~6. Members of the Board of Supervisors are prohibited from awarding scholarships to members of their immediate family. (The immediate family is defined as children, brothers, sisters, parents, spouse, and parents of one's spouse). By the Louisiana Code of Ethics).~~
- ~~7. Members of the Board of Supervisors are prohibited from awarding scholarships to the following elected officials or members of their immediate family, unless financial need is clearly demonstrated:  
\_\_\_\_\_ a. U.S. Senators  
\_\_\_\_\_ b. U.S. Representatives  
\_\_\_\_\_ c. Members of the Louisiana Legislature  
\_\_\_\_\_ d. Statewide Elected Officials~~
- E. ~~8.~~ The Student Member of the Board of Supervisors, who is elected by the Council of Student Government Presidents, is encouraged to award at least one scholarship at each degree granting LSU campus.
- ~~9. By Board Resolution, the student board member of the LSU Board of Supervisors is granted a board scholarship during the time they serve on the board until completion of the program in which they were enrolled when they were elected to the Board of Supervisors. If the student board member does not utilize the scholarship during their term on the board, they may be awarded a scholarship for a subsequent program within two years of the completion of their service on the Board for a maximum of two years. Students must comply with all of the requirements of the Board of Supervisors scholarship policy in order to earn and maintain the scholarship.~~

### Section 3. Application and Selection Procedures APPLICATION and SELECTION PROCEDURES

- A. To apply for a Board of Supervisors Scholarship, students should complete the application form that is available through the ~~the~~ LSU Board of Supervisors' website (~~www.lsu.edu/bos~~).
- 2B. Students must also submit a personal statement with the application form. Personal statements are essays no greater than 750 words. A successful personal statement should allow the scholarship donor to have an inside glimpse of the applicant's life experiences and accomplishments. The personal statement assists board members in understanding the student's personal circumstances, core interests, skills and values.

~~3.C. All completed application forms, including the personal statement, should be submitted via the online application process provided on the LSU Board of Supervisors; website (www.lsu.edu/bos). Once the application is submitted online the Board office will forward the application to the financial aid office which will verify the information. a process specified on the application or application portal through which all applications must be submitted. Once the application is submitted, the Board staff will work with the respective campus administration to verify information and eligibility.~~

~~4. Applications are due to the LSU Board of Supervisors office according to the following schedule:~~

- ~~• June 1 for fall semester~~
- ~~• November 5 for spring semester~~
- ~~• April 1 for summer semester~~

~~A board member may consider a late application.~~

~~D. The Board staff shall publicly specify a preferred date for application submission, and the specified time shall be no less than 60 days prior than the start of the academic terms for which a scholarship is expected to be awarded.~~

Members of the Board of Supervisors are encouraged to work with the LSU University Administration Office and LSU Chancellors in identifying qualified scholarship recipients.

- F. It shall be the responsibility of the Board staff to notify the appropriate Board member when students fail to meet the eligibility requirements of the scholarship program.
- G. Students who submit applications and do not receive a scholarship will be required to submit another application for subsequent academic years, if they would like to be reconsidered for a Board of Supervisors Scholarship.

#### Section 4. Scholarship Awards

Each Supervisors and the President of LSU shall be authorized to award 15 scholarships. These scholarships are tuition exemptions, and two (2) of the 15 scholarships may be converted to exemptions of the non-resident fee assessed to qualified undergraduate students. Graduate and professional students are not eligible for non-resident exemptions.

Any person holding the title of President Emeritus shall be authorized to award five (5) tuition exemption scholarships each academic year valued at the cost of resident tuition.

#### Section 5. QUALIFICATIONSQualifications

The Board of Supervisors Scholarship Program is available to both full-time and part-time students who are registered and enrolled in the undergraduate,

graduate, and professional programs offered by the various LSU System campuses and who meet the qualifications listed below:

~~**NOTE: THESE ARE MINIMUM QUALIFICATIONS. INDIVIDUAL BOARD MEMBERS MAY ESTABLISH MORE STRINGENT REQUIREMENTS.**~~

A. Freshman Qualifications

1. Freshman

~~Entering freshmen~~ An undergraduate student, known as an “entering freshman”, -must have been officially admitted to the University.

~~Freshmen~~ An undergraduate who has completed at least one semester but who is still classified as a freshmen, known as a “continuing freshmen” must earn a cumulative (overall) grade-point average of at least a 2.3 on all work taken during this classification to maintain their scholarships.

B. 2. Upperclassman Upperclassman

Students classified as sophomores, juniors, and seniors must earn a cumulative grade-point average of at least 2.5 to receive and maintain a Board of Supervisors Scholarship.

Upperclassmen with a cumulative grade-point-average which is greater than or equal to 2.3, but less than a 2.5 may be considered for a scholarship provided that they meet all of the following criteria:

- a. They have earned at least a 3.0 average, while enrolled for a minimum of 12 hours, for the full semester immediately preceding the award of the scholarship.
- b. They are making satisfactory progress towards earning a degree.
- c. They maintain a 3.0 semester average until their cumulative grade point average reaches the required 2.5 for upperclassmen.

3. Professional and Graduate Students

Students attending graduate or professional school at the various LSU System campuses must receive unconditional admission in order to qualify for a Board Scholarship.

Retention of the scholarship shall be based on students maintaining “good standing” with their respective academic programs.

B. Ineligible Prohibited Recipients

The following persons and members of their immediate family are prohibited from receiving Scholarships

- a. Supervisors, unless specified otherwise in this policy.
- b. U.S. Senators

- c. U.S. Representatives
- d. Members of the Louisiana Legislature
- e. Statewide Elected Officials

### **Section 6. Student Board Member**

The student Board member of the LSU Board of Supervisors is granted a Board Scholarship during the time they serve on the Board until completion of the program in which they were enrolled when they were elected to the Board of Supervisors.

If the student Supervisor does not utilize the scholarship during their term on the Board, they may be awarded a scholarship for one year for a subsequent program within two years of the completion of their service on the Board for a maximum of two years. Students must comply with all of the requirements of the Board of Supervisors scholarship policy in order to earn and maintain the scholarship.

### **ELIGIBILITY FOR SCHOLARSHIPS**

~~Students lose their eligibility for a Board of Supervisors scholarship if they:~~

- ~~a. Exceed the maximum number of semesters or academic years provided under the terms of the scholarship that are listed in these regulations.~~
- ~~b. Fail to maintain the required scholastic average.~~

### **Section 7. TERMSTerms**

Undergraduate students may receive a Board Scholarship for a maximum of eight regular semesters and four summer terms.

Professional and graduate students may receive a Board Scholarship for the number of academic years that are considered normal academic progress toward receiving a degree.

### **Section 8. VALUEValue and Program Limitation**

The value of the Board Scholarship shall be equal to tuition only and shall not be inclusive of University fees, as fixed by the Board, for undergraduate and graduate students, unless the exemption is applied to non-resident fees as specified by the awarding Board member. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations.

Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship only in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.

For the professional schools: Law, Medicine, Doctor of Nursing Practice, Physician Assistant, Doctor of Physical Therapy, Dentistry, Master of Occupational Therapy, Master of Business Administration and Veterinary Medicine; the value of the Board Scholarship shall be equal to the graduate student tuition rate at Louisiana State University and Agricultural & Mechanical A&M College, as fixed by the Board for fifteen credit hours per semester and shall not be inclusive of University fees. The student shall be required to pay all other required fees, unless otherwise exempted by specific campus regulations. The exception to this paragraph is that Scholarships may not be awarded to students enrolled in specialized, self-supported educational program, such as the Executive Program of Master of Business Administration or any LSU Online programs.

Scholarship recipients attending professional schools who opt to enroll in a dual/conjoint degree program, such as the JD-MBA, can only apply the value of their scholarship to one of the degree programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.

Scholarships awarded by a President Emeritus may only be for the value of tuition for a resident student.

### SCHOLARSHIP REVIEW COMMITTEE

~~The Chairman of the Board of Supervisors shall appoint a Scholarship Review Ad Hoc Committee. The Scholarship Review Ad Hoc Committee will be comprised of members of the Academic Affairs Committee appointed by the chairman of that committee.~~

~~It shall be the responsibility of the Scholarship Review Ad Hoc Committee to:~~

- ~~a. Periodically review the Board of Supervisors Scholarship Policy as requested by the BOS chairman and make recommendations for changes when necessary~~
- ~~b. Provide BOS members with statistics on the distribution of scholarships at the end of each academic year~~

### EXCEPTIONS

- ~~A. Students who are eligible for a TOPS award may also be awarded a Board of Supervisors scholarship **only** in the event a TOPS award does not cover the full cost of tuition in any given semester. If awarded, the Board of Supervisors Scholarship may only be used in conjunction with, not in lieu of, a TOPS award to cover the full cost of tuition.~~
- ~~B. The Board of Supervisors Scholarship does not cover courses taken during intersession.~~
- ~~3. Students enrolled in specialized, self-supported educational programs such as the Executive MBA Program or the LSU Online Program are not eligible for a Board of Supervisors Scholarship.~~

4. ~~Scholarship recipients attending professional schools who opt to enroll in a dual/conjoint degree program, such as the JD-MBA, can only apply the value of their scholarship to one of the degree programs. The student must designate to which program the scholarship shall apply. The cost of enrolling in the additional degree program is the sole responsibility of the student.~~

## Section 9. Certification of Award ~~APPLICATION PROCESS~~

The Board staff will provide a certification of award once the verification of eligibility is completed. Ideally, that should occur within 14 days from notification of Supervisors' indication to award to a student. The award letter is the official notice to the student and the campus that the exemption will be applied to a student's account.

An individual file is maintained for all awarded scholarships which includes the following information:

- ~~All applications received by the Board of Supervisors are submitted online.~~

An individual file is maintained for all awarded scholarships which includes the following information:

- Application with financial aid office documentation
- Application attachments
- Supervisor approval form
- Copy of letter to campus awarding scholarship
- Copy of award letter to recipient
- Documentation of semesters awarded and GPA/good standing to track eligibility
- Copies of correspondence related to award

## Section 10. Record Retention and Reporting ~~RETENTION OF RECORDS~~

The application and supporting documentation for students receiving the Scholarship shall be retained for 5 years after the award has expired. The documentation for applicants who did not receive the Scholarship shall be retained for a minimum of 3 years from the date of application being submitted.

~~All awarded applications retained for the duration of the award and for 5 years after the award has expired.~~

~~All non-awarded applications retained for 3 years after the end of the academic year in which the application was filed.~~

## **AWARD REPORTING**

In compliance with La. Revised Statute 17.1608 (~~ACT 340 of the 2013 Regular Legislative Session~~), the Board of Supervisors annually provides to the Louisiana Legislature and posts on its website a list of all Board of Supervisor scholarship recipients and the value of the scholarship.





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# Board of Supervisors

## MEETING MINUTES

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021

MINUTES  
LSU BOARD OF SUPERVISORS MEETING  
*Brumfield Caffey Ballroom. LSU Alexandria  
8100 Hwy. 71 South, Alexandria, LA 71302  
Friday, June 18, 2021 | Time: 12:00 p.m. CT*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on April 10, 2021.

Present

Mr. Robert Dampf, Chair  
Mr. Rémy Voisin Starns, Chair-elect  
Ms. Mary Leach Werner, Past Chair  
Ms. Monica Aguilera  
Mr. Glenn Armentor  
Mr. Wayne Brown  
Mr. Jay Blossman  
Ms. Valencia Sarpy Jones  
Mr. Lee Mallett  
Mr. Randy Morris  
Mr. Patrick C. Morrow  
Mr. James Williams  
Mr. Richard Zuschlag

Absent

Ms. Laurie Aronson  
Mr. Collis Temple Jr.  
Mr. Jimmie Woods

Also participating in the meeting were the following: Mr. Thomas Galligan, President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Destiny Harrison, LSUA Student and Ambassador.

The Pledge of Allegiance was led by Kimberly Ducote, 2021 Ms. LSUA.

III. Oath of Office for Monica Aguilera

Mr. Dampf administered the Oath of Office to Ms. Aguilera.

IV. Public Comment

There were three individuals registered for public comment: Daniel Tirone, Inessa Bazayev, and Meredith Veldman. All comments were related to Item 7 of the Academic and Research Committee, Faculty Council Resolution on COVID Safety Measures.

V. Committees

Mr. Dampf adjourned the regular meeting to convene the committee meetings.

5.A. **Academic & Research Committee**

Present for the committee meeting were Ms. Jones, Ms. Aguilera, Mr. Armentor, Mr. Blossman, Mr. Starns, Ms. Werner, and Mr. Williams.

Ms. Jones presented several accolades the University received.

5.A.1. Request from LSU A&M for a Letter of Intent for a Master of Science in Architecture

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for a Letter of Intent for the Master of Science in Architecture.

5.A.2. Request from LSU Health Sciences Center - Shreveport for a Letter of Intent for a PhD in Pathology and Translational Pathobiology

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center- Shreveport for a Letter of Intent for the PhD in Pathology & Translational Pathobiology

5.A.3. Request from LSU A&M to Establish an Undergraduate Certificate in Childcare Administration

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Undergraduate Certificate in Childcare Administration.

5.A.4. Request from LSU A&M to Name the Mr. and Mrs. John W. Hawie Family Recognition Wall

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Mr. and Mrs. John W. Hawie Family Recognition Wall.

5.A.5. Request from LSU A&M to Name the Clark and Laura Boyce Gallery

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Clark and Laura Boyce Gallery.

5.A.6. Request from LSU A&M to Name the Edward J. Walters, Jr. Room.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Edward J. Walters, Jr. Room.

5.A.7. Consideration of Faculty Council Resolution on COVID Safety Measures at LSU A&M

Resolution presented by Ms. Werner for Board approval.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby acknowledge and receive the resolution of the LSU A&M Faculty Council pertaining to the requirement of COVID-19 vaccinations for students; and,

**BE IT FURTHER RESOLVED**, the Board urges and requests the Louisiana Department of Health to include, upon full approval by the FDA, the approved vaccinations for COVID-19 in its schedule of immunizations required for attendance at Louisiana public colleges and universities and,

**BE IT FURTHER RESOLVED**, the Board endorses the use of a communication and incentive strategy to encourage the campus community to voluntarily vaccinate against COVID-19 until such time as the Louisiana Department of Health shall add COVID-19 vaccinations to its list of required immunizations.

Motion by Ms. Werner to accept the resolution as presented; seconded by Mr. Armentor. A roll call vote was conducted – 4 yays; 3 nays. The motion passed.

5.A.8. Consent Agenda

Request from LSU A&M to Terminate the Graduate Certificate in Early Childhood Education

Request from LSU A&M to Change the Degree Designation of the BS in Computer Science

Request from LSU A&M to Renew the Namings of the Chevron Workforce Development Center, the BASF Recruitment Center Lobby, and the Campus Federal Financial Literacy Lab within the Olinde Career Center

Request from LSU A&M to Renew the Naming of the Shell Tutorial Center

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to terminate the Graduate Certificate in Early Childhood Education.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to change the degree designation of the Computer Science program to the Bachelor of Science in Computer Science (BSCS).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request to renew the namings of the Chevron Workforce Development Center, the BASF Recruitment Center Lobby, and the Campus Federal Financial Literacy Lab within the Olinde Career Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request to renew the naming of the Shell Tutorial Center.

Motion by Mr. Starns to accept Items 1 through 6 and the consent agenda. Motion seconded by Mr. Williams. The motion was adopted without objection

5.B. **Finance Committee**

Present for the committee meeting were Mr. Brown, Mr. Blossman, Mr. Mallett, Mr. Morris, and Mr. Zuschlag.

5.B.1. Request to Approve the FY 2021 Supplemental Appropriation and FY 2022 Appropriations

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU Thomas Galligan, or his designee, to act on behalf of the Board in presenting the methodology and distribution of appropriations and related budget information for FY 2022 to the institutions of the University, the Board of Regents, the Governor and his agencies, and the Legislature or its committees as required between meetings of the Board, and hereby delegates all such authority necessary to accomplish such purposes; and

**BE IT FURTHER RESOLVED** that the actions taken herein constitute approvals of the appropriations, not specific approval of the FY 2022 operating budgets of any budget entity of the University, as required, which approvals remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.

5.B.2. Request from LSU Health Sciences Center Shreveport to Approve the FY 2022 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$5,960,000 from the Feist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center – Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.

5.B.3. Request from LSU Alexandria to Approve a Cooperative Endeavor Agreement with Acadian Aviation Pilot Training Centre to Offer Flight Training in Conjunction with the Newly Development Professional Aviation Degree Program

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the proposed cooperate endeavor agreement between LSUA and the Acadian Aviation Pilot Training Centre (Acadian) under which LSUA will partner with Acadian to provide required ground and flight training to LSUA students enrolled in the Professional Aviation Degree Program. **BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

5.B.4. Request from LSU Alexandria to Approve a Tuition Exemption Process for Large Group Enrollments for Exclusively Online Degrees at LSU Alexandria Through LSU Online Only

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to approve the Tuition Exemption for Group Enrollments for LSU Alexandria Online Programs offered through LSU Online.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

Motion to approve Items 1 through 4 by Mr. Blossman; seconded by Mr. Zuschlag. Without objection, the motion passed.

5.B.5. Report on Pharmacy Benefit Manager of the LSU First Plan

Ms. Donna Torres provided a brief report.

5.C. **Property & Facilities Committee**

Present for the committee meeting were Mr. Brown, Mr. Armentor, Ms. Jones, Mr. Mallett, and Mr. Morris.

5.C.1. Request from LSU A&M to Approve an Act 959 Project to Replace the Roof of the LSU Student Union Building

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session:

Student Union Roof Replacement. Estimated total project cost is \$2,414,975.

**BE IT FURTHER RESOLVED**, that the President of LSU, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

**BE IT FURTHER RESOLVED**, that the LSU President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to take such action the he may deem in the best interest of the Board of Supervisors to process and obtain administrative approvals for this project.

5.C.2. Request from LSU Health Sciences Center - New Orleans to Approve Execution of a Cooperative Endeavor Agreement between the LSU Health Foundation and the LSU Board of Supervisors for the Adaptive Reuse of the Stanislaus Dorm as a Nursing Home Facility

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee or successor to approve the Cooperative Endeavor Agreement with the LSU Health Foundation, New Orleans (the "Foundation") for portions of the Stanislaus Hall (the "Building") and use of portions of the Ground Parking Lot, pursuant to which the Board of Supervisors will

lease to the Foundation portions of the Building and grant to the Foundation the right to sixteen (16) parking spaces on the surface lot located adjacent to the Leased Premises along Gravier Street, three (3) parking spaces located near the S. Claiborne side entrance of the Leased Premises (the "Parking") for the purpose of constructing certain improvements thereto and subleasing the Building and assigning the right to utilize the Parking to St. Luke's Foundation for use as a nursing home facility (collectively, the "Project").

**BE IT FURTHER RESOLVED** that the President of LSU, or his designee or successor, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the project any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

**BE IT FURTHER RESOLVED** that the revenues derived by the Board from the Agreement shall be deemed to be "Dedicated Revenues" within the meaning of that certain General Bond Resolution adopted by the Board on January 21, 2000, as supplemented, relating to its Revenue Bonds (Louisiana State University Health Sciences Center Projects).

- 5.C.3. Request from LSU A&M for Authorization to Negotiate and Enter into a Property Lease with Alpha Tau Omega

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to execute: (1) a lease with Epsilon Zeta, the housing corporation for the Alpha Tau Omega fraternity, (2) a termination of the existing lease for the current PIKE House between LSU and Pi Kappa Alpha, (3) a consent to the sale of the current PIKE House from PKA to ATO, and (4) any other agreements, consents, approvals, or other documents needed to effectuate this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

- 5.C.4. Request from LSU A&M to Approve a Consent to Mortgage for Sigma Chi Fraternity

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by Sigma Chi and House of the Southern Woods, as required by the terms of the Ground Lease between LSU and Sigma Chi and/or House of the Southern Woods, and to provide any other approvals, authorizations, or certifications necessary for the financing being sought.

- 5.C.5. Request from LSU A&M to Authorize a Sub-Lease between Pi Kappa Phi and Theta Chi

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to execute: (1) a Consent to Assignment or Sublease between Pi Kappa Phi and Theta Chi or their respective housing corporations, (2) a Consent to Assignment between Iota Gamma Housing Corporation and PKPP Iota Gamma, LLC, and (3) any other agreements, consents, approvals, or other documents needed to effectuate this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

Motion to approve all items on the agenda by Mr. Mallett; seconded by Mr. Armentor. Without objection, motion passed.

5.D. **Healthcare & Medical Education Committee**

Present for the committee meeting were Mr. Morris, Ms. Jones, Mr. Armentor, Mr. Blossman, Mr. Brown, Mr. Morrow, Mr. Starns, Mr. Williams, and Mr. Zuschlag.

5.D.1. Presentation Regarding a Bond Offering for the Ochsner/LSU Health Shreveport Health System of North Louisiana

Presentation by Dr. David Lewis

5.E. Athletics Committee

5.E.1. Request from LSU Alexandria to Approve the Employment Contract with Steven Adams, Baseball Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

5.E.2. Request from LSU Alexandria to Approve the Employment Contract with Robert Austin, Women's Basketball Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

5.E.3. Request LSU Alexandria to Approve the Employment Contract with Adam Burch, Softball Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.



- 5.E.4. Request LSU Alexandria to Renew the Employment Contract with Larry Cordaro, Men's Basketball Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

- 5.E.5. Request from LSU Alexandria to Approve the Employment Contract with Melinda Descant, Head Coach of Women's Tennis at LSUA

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

- 5.E.6. Request from LSU Alexandria to Approve the Employment Contract with Michael Poropat, Men's Soccer Head Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

**BE IT FURTHER RESOLVED** that the President of LSU, 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, in consultation with General Counsel, to include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

Motion to approve Items 1 through 6 by Ms. Jones; seconded by Mr. Morrow. Without objection, the motion passed.

- 5.E.7. Request from LSU Shreveport to Amend Contract with Lucas Morgan, Director of Athletics

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to sign the employment agreement as described within this resolution.

Upon motion by Ms. Jones, seconded by Mr. Blossman, the item was approved without objection.

- 5.E.8. Request for of Approval of a Policy on Student-Athlete Name, Image and Likeness (NIL)

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby approve the "Policy on Student-Athlete Name, Image and Likeness" as presented on June 18, 2021.

Upon motion by Mr. Blossman, seconded by Ms. Jones, the item was approved without objection.

- 5.E.9. Request from LSU A&M to Approve Term Sheet for Associate Head Coach for Women's Basketball

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Sytia Messer, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

- 5.E.10. Request from LSU A&M to Approve Term Sheet for Assistant Football Coach

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Brad Davis, and authorizes the President, or his designee, to continue negotiations toward a final contract to be approved by the Board of Supervisors.

Motion to approve Items 9 and 10 by Mr. Zuschlag; seconded by Ms. Jones. Without objection, the motion passed.

- 5.E.11. Resolution Honoring the LSU Eunice Bengals Baseball Team on Winning the National Championship

Upon motion by Ms. Jones, seconded by Mr. Brown, the motion was adopted without objection.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby congratulate the LSU Eunice Bengals Baseball Team for winning the National Junior College Athletic Association 2021 Division II National Championship and demonstrating excellence on a national level.

Upon motion by Ms. Jones seconded by Mr. Brown, the item was approved without objection.

- 5.E.12. Resolution Honoring the LSU Track & Field Team on Winning the National Championship

Upon motion by Mr. Morrow, seconded by Mr. Starns, the motion was adopted without objection.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby congratulate Coach Dennis Shaver and the LSU Tiger Track & Field team on their 2021 Outdoor National Track & Field Championship.

Upon motion by Mr. Morrow, seconded by Mr. Starns, the item was approved without objection.

- 5.F. Audit Committee

The Audit Committee convened at 11:00 a.m. in the Live Oak Conference Room.

The roll was called. Present were Mr. Zuschlag, Mr. Blossman, Mr. Brown, Mr. Mallett, Mr. Morrow, and Mr. Williams. Absent were Ms. Aronson and Mr. Woods.

Also, present were Mr. Dampf, Mr. Starns, Ms. Werner, Mr. Armentor, Ms. Jones, President Galligan, Chief Auditor Chad Brackin, Stephanie Rhodes, and Donna Torres.

5.F.1 FY 2022 Audit Plan

Upon motion by Mr. Mallett, seconded by Mr. Morrow, the audit plan was adopted without objection.

5.F.2. 2021 3<sup>rd</sup> Quarter Audit Summary

Upon motion by Mr. Morrow, seconded by Mr. Mallett, the summary was adopted without objection.

5.G. **Special Committee on Title IX and Compliance**

Present for the committee meeting were Ms. Werner, Ms. Jones, Ms. Aguilera, Mr. Armentor, Mr. Morris, and Mr. Starns.

5.G.1. Progress Report on LSU Title IX Action Plan

Presentation by Dr. Jane Cassidy.

VI. Reconvene Board Meeting

The Regular Meeting was called back to order.

VII. Approval of Meeting Minutes

Upon motion by Mr. Morris, seconded by Mr. Zuschlag, the Board voted unanimously to approve the minutes of the April 10, 2021 and May 6, 2021 meetings.

VIII. Approval of Personnel Actions

8.A. Approval of Contract for William F. Tate IV, LSU President

Upon motion by Mr. Starns, seconded by Ms. Jones, the Board voted unanimously to approve the contract for William F. Tate IV.

8.B. Approval of President Emeritus Status for Thomas C. Galligan

Upon motion by Mr. Armentor, seconded by Mr. Blossman, the Board voted unanimously to approve President Emeritus status for Thomas C. Galligan.

8.C. Request to Approve Personnel Arrangement at LSU Health Sciences Center Shreveport.

Upon motion by Mr. Morris, seconded by Mr. Mallett, the Board voted unanimously to authorize the President to alter Dr. Ghali's contract and Dr. Ghali to return to faculty.

IX. Reports to the Board

- A. LSU FY 2020-2021 Quarterly Investment Report for Quarter Ending March 31, 2021
- B. Q3 Informational Board Report

Upon motion by Mr. Morrow, seconded by Ms. Aguilera, the Board voted unanimously to approve the reports.

X. Notices to Amend Board Bylaws

- A. Notice to Amend Bylaws Related to the Authority of the Board and Delegations
- B. Notice to Amend Bylaws Related to Authorities, Committees, and Other Matters

XI. Reports from Council of Staff Advisors and Council of Faculty Advisors

Informative report from Faculty Advisors by Dr. Mandi Lopez.

Informative report from Staff Advisors by Takeyra Wagner.

XII. Approval of Committee Reports

Vote to accept all committee recommendations, with the exception of the COVID resolution. Upon motion by Mr. Zuschlag, seconded by Mr. Brown, the Board voted unanimously to accept the committee recommendations.

Motion by Ms. Werner to amend the COVID resolution to include an opt-out clause; seconded by Mr. Mallett. Roll call vote was conducted – 9 yays; 2 nays. The motion passed.

Revised resolution as follows:

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby acknowledge and receive the resolution of the LSU A&M Faculty Council pertaining to the requirement of COVID-19 vaccinations for students; and,

**BE IT FURTHER RESOLVED**, the Board urges and requests the Louisiana Department of Health to include, upon full approval by the FDA, the approved vaccinations for COVID-19 in its schedule of immunizations required for attendance at Louisiana public colleges and universities and will inform students of the relevant statutory opt-outs; and,

**BE IT FURTHER RESOLVED**, the Board endorses the use of a communication and incentive strategy to encourage the campus community to voluntarily vaccinate against COVID-19 until such time as the Louisiana Department of Health shall add COVID-19 vaccinations to its list of required immunizations.

XIII. President’s Report

President Galligan reported there will be faculty and staff raises.

President Galligan reported on student achievements across the system.

XIV. Chairman’s Report

Chairman Dampf thanked LSUA for hosting the Board on their campus.

Chairman Dampf reported on several student and faculty accolades across the system.

Chairman Dampf shared the next meeting will be August 6, 2021 with Board activities on August 5, 2021.

XV. Adjournment

With no further business before the Board, the meeting was adjourned.



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## Board of Supervisors

### PERSONNEL ACTIONS

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021

Personnel Actions Requiring Board Approval  
per PM-69

August 6, 2021

Personnel Actions Requiring Board Approval per PM-69  
August 6, 2021

**LSU A&M**  
**New Appointments**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>%Change</u>
			<u>Current</u>	<u>Proposed</u>	
Matthew R. Lee	Interim Executive Vice President & Provost	7/8/2021	\$229,259	\$375,000 <sup>1</sup>	64%
Mark Bieger	Vice President for Strategy	7/19/2021		\$260,000	
Beau Lowery	Director of Sports Medicine	6/21/2021		\$500,000 <sup>2</sup>	

1. Dr. Matthew Lee's annual compensation will be a base salary of \$176,384 with an Acting/Interim Allowance Plan of \$198,616, for a total interim salary of \$375,000.
2. Mr. Beau Lowery's contract is attached.

**LSU A&M**  
**Appointment Change**

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>%Change</u>
			<u>Current</u>	<u>Proposed</u>	
Stacia Haynie	Professor <sup>1</sup>	8/15/2021	\$268,884 <sup>1</sup>	\$252,022 <sup>1</sup>	-6%

1. Dr. Stacia Haynie will return to Faculty at the rank of Full Professor effective 8/15/2021. Dr. Haynie's current base salary of \$268,884 (Fiscal Year) will convert to \$252,022 (Academic Year).



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2021, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Beau Lowery (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Director of Sports Medicine
  - E. “Start Date”: June 21, 2021.
  - F. “End Date”: June 30, 2024.
  - G. “Program”: The intercollegiate Sports Medicine program at LSU.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position. EMPLOYEE will report directly to the Athletic Director or the Athletic Director’s designee. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
  - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;

- B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
- C. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
- D. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to similarly situated employees at colleges or universities at the same competitive level as LSU;
- E. Promoting and monitoring the success of the Program and its student-athletes both athletically and academically;
- F. Directing the Program, including management of staff, budget, and other resources;
- G. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Director of Compliance;
- I. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Mandatory Reporter under PM-73, understanding and complying with the obligation to report incidents of sex- and gender-based harassment and discrimination, including sexual misconduct (including sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- L. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;

- M. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - N. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - O. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - P. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes; and
  - Q. Performing all other reasonable duties customarily performed by similarly situated employees at similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** [THIS SECTION INTENTIONALLY LEFT BLANK.]
8. **Incentive Compensation.** EMPLOYEE may be eligible for Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play for the Football program, in accordance with LSU's policies and procedures, which may be payable from affiliated foundation funds. Post-Season Incentive Compensation shall be in the amounts and for

meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game. If EMPLOYEE does not actively work with the Football program during the post-season, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
- C. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

10. **Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU

policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

## **11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Committing a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Director of Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Committing a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;

- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- p. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving any team or the Program of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes engaged with the Program, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public.



EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
4. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to

EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE must notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

5. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided in Schedule A. Any amounts due shall be paid in a lump sum within 30 days of the termination of employment.

3. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement, in addition to potentially increased compensation costs and loss of revenues, which damages are impossible to determine with any certainty.
4. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension.

Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

**E. Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

**F. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that

EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Discontinuation of the Program by the University.** [THIS SECTION INTENTIONALLY LEFT BLANK.]

13. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

14. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties, EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both

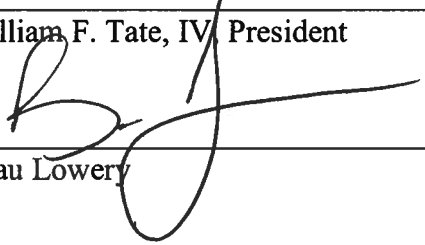
retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
17. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.

22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV President Date  
  
\_\_\_\_\_  
Beau Lowery Date 8/4/2021

RECOMMENDED:

  
\_\_\_\_\_  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR BEAU LOWERY**

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Program Development.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and prorated appropriately for partial years and months, as follows:

Start Date through June 30, 2022:	\$100,000
July 1, 2022 through June 30, 2023:	\$125,000
July 1, 2023 through June 30, 2024:	\$150,000

This compensation to EMPLOYEE is for consultant services regarding new developments in medicine, sports medicine, physical therapy, medical administration, doctor/patient policies and procedures, and development of medical insurance and billing policies and practices concerning LSU and the Program.

B. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

**2. Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in Section 8 of the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on the LSU Football program attaining the goals shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR



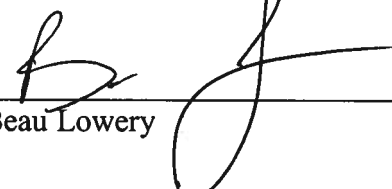
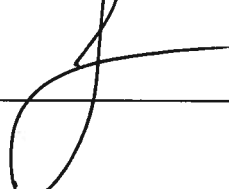
- E. CFP Semifinal Game Participant \$35,000 OR
- F. CFP National Championship Game Participant \$45,000 OR
- G. CFP National Champion \$60,000

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay EMPLOYEE liquidated damages in the amount of Base Salary for the unexpired Term with partial years and months pro-rated.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates employment at any time before the End Date, EMPLOYEE will pay to LSU as liquidated damages 15 percent of the Base Salary which would have been payable to EMPLOYEE under the Agreement for the remaining Term.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
William F. Tate, IV, President Date

  8/4/2021  
Beau Lowery Date

RECOMMENDED:

  
Scott Woodward, Director of Athletics

\_\_\_\_\_  
Donna Torres, Interim Executive Vice President  
for Finance and Administration/CFO



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## Board of Supervisors

### REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | AUGUST 6, 2021

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended June 30, 2021**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A&amp;M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 106,740,319		\$ 106,740,319	\$ 186,000,000
Cottonport Bank - LSU Ag Center	2,378,941		2,378,941	2,658,181
Capital One - LSU-A	5,440,757		5,440,757	5,440,757
St. Landry Bank - LSU-E	629,484		629,484	1,009,257
Campus Federal Credit Union - LSU-S		\$ 100,494	100,494	250,000
Capital One - LSU-S	36,188,680		36,188,680	36,657,454
Chase - HSCNO	66,756,540	18,600	66,775,140	91,055,988
<b>Total</b>	<b>\$ 218,134,721</b>	<b>\$ 119,094</b>	<b>\$ 218,253,815</b>	<b>\$ 323,071,637</b>
<b>LSU Health Shreveport</b>				
JPMC-Shreveport	\$ 59,622,887		\$ 59,622,887	\$ 100,504,186
JPMC-Shreveport Endowment Fds	835,778		835,778	
<b>Total</b>	<b>\$ 60,458,665</b>	<b>\$ -</b>	<b>\$ 60,458,665</b>	<b>\$ 100,504,186</b>
<b>LSU Health Care Services Division</b>				
JP Morgan Chase (HCSD)	\$ 78,547,289		\$ 78,547,289	\$ 86,000,000
Capital One (MCLNO Trust Fund)	4,172,625		4,172,625	4,251,078
<b>Total</b>	<b>\$ 82,719,914</b>	<b>\$ -</b>	<b>\$ 82,719,914</b>	<b>\$ 90,251,078</b>
<b>Total Requiring Collateral</b>	<b>\$ 361,313,300</b>	<b>\$ 119,094</b>	<b>\$ 361,432,394</b>	<b>\$ 513,826,901</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 8,908,564		\$ 8,908,564	
Federated Funds-Treas. Oblig. (2)	23,054,339		23,054,339	
<b>Total</b>	<b>\$ 31,962,903</b>	<b>\$ -</b>	<b>\$ 31,962,903</b>	
<b>Total Deposits</b>	<b>\$ 393,276,203</b>	<b>\$ 119,094</b>	<b>\$ 393,395,297</b>	

(1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.

**LSU**  
**Investment Summary**  
**For the Quarter Ended June 30, 2021**

Fund Description	As of 7/1/2020	As of 9/30/2020		As of 12/31/2020		As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>Current Funds</b>									
Cash/Sweeps	\$375,120,082	\$580,056,212	\$580,056,212	\$547,947,589	\$547,947,589	\$499,196,022	\$499,196,022	\$356,304,897	\$356,304,897
Money Market Accounts/Repos	\$0	\$8,930,221	\$8,930,221	\$8,058,226	\$8,058,226	\$527,464	\$527,464	\$0	\$0
Certificates of Deposit	\$100,413	\$100,411	\$100,411	\$100,455	\$100,455	\$100,455	\$100,455	\$100,494	\$100,494
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$57,667,282	\$58,109,987	\$57,694,689	\$58,379,096
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$11,617,305	\$11,670,077	\$11,054,214	\$11,112,330
Agency Securities	\$54,110,875	\$67,077,178	\$68,724,705	\$68,351,528	\$69,745,410	\$108,151,280	\$106,291,332	\$108,063,846	\$107,435,239
Mortgaged Backed Securities	\$42,826,102	\$39,274,622	\$39,830,857	\$12,615,757	\$12,896,709	\$11,100,335	\$11,221,877	\$10,396,241	\$10,587,622
Equity Securities	\$55,912	\$0	\$56,907	\$0	\$71,880	\$0	\$93,069	\$0	\$91,630
Municipal Bonds	\$118,337,558	\$119,421,589	\$121,288,094	\$154,584,896	\$155,773,477	\$191,223,906	\$187,336,284	\$186,181,341	\$185,832,665
Corporate Bonds	\$159,589,112	\$140,372,399	\$148,885,753	\$148,378,235	\$158,838,357	\$184,606,744	\$186,762,130	\$189,175,304	\$194,189,145
<b>Total</b>	<b>\$797,513,403</b>	<b>\$1,001,185,029</b>	<b>\$1,015,242,174</b>	<b>\$986,250,430</b>	<b>\$1,000,876,981</b>	<b>\$1,064,190,793</b>	<b>\$1,061,308,697</b>	<b>\$918,971,026</b>	<b>\$924,033,118</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010	\$1,277,467	\$1,277,467	\$1,219,304	\$1,219,304	\$835,778	\$835,778
Money Market Accounts/Repos	\$36,872	\$791,886	\$791,886	\$534,617	\$534,617	\$138,786	\$138,786	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600
Agency Securities	\$1,380,320	\$1,315,805	\$1,379,514	\$1,315,805	\$1,373,161	\$2,481,905	\$2,486,483	\$2,481,905	\$2,522,679
Mortgaged Backed Securities	\$1,608,820	\$1,411,674	\$1,518,819	\$1,406,900	\$1,515,269	\$1,212,575	\$1,293,263	\$1,207,811	\$1,290,319
Equity Securities	\$9,965,087	\$5,028,188	\$9,995,603	\$4,816,366	\$10,521,975	\$4,904,145	\$11,064,553	\$4,677,373	\$10,979,120
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$64,551,193	\$75,584,518	\$65,395,397	\$78,578,072
Municipal Bonds	\$2,769,136	\$2,689,578	\$2,781,804	\$4,256,683	\$4,326,428	\$4,256,683	\$4,171,869	\$4,275,828	\$4,237,198
Corporate Bonds	\$8,780,099	\$8,727,513	\$9,376,642	\$8,235,273	\$8,922,543	\$7,740,857	\$8,061,838	\$7,835,152	\$8,265,808
<b>Total</b>	<b>\$93,037,491</b>	<b>\$81,796,631</b>	<b>\$96,707,725</b>	<b>\$85,238,036</b>	<b>\$103,766,909</b>	<b>\$86,524,048</b>	<b>\$104,039,214</b>	<b>\$86,727,844</b>	<b>\$106,727,574</b>
<b>Other Funds</b>									
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689	\$3,940,264	\$3,940,264	\$4,064,341	\$4,064,341	\$4,172,625	\$4,172,625
Money Market Accounts/Repos	\$31,382,800	\$9,217,020	\$9,217,020	\$16,539,474	\$16,539,474	\$9,294,439	\$9,294,439	\$31,962,903	\$31,962,903
Equity Securities	\$221,811	\$0	\$170,277	\$0	\$209,411	\$0	\$276,917	\$0	\$312,877
<b>Total</b>	<b>\$36,402,684</b>	<b>\$12,915,709</b>	<b>\$13,085,986</b>	<b>\$20,479,738</b>	<b>\$20,689,149</b>	<b>\$13,358,780</b>	<b>\$13,635,697</b>	<b>\$36,135,528</b>	<b>\$36,448,405</b>
<b>Grand Total</b>	<b>\$926,953,578</b>	<b>\$1,095,897,369</b>	<b>\$1,125,035,885</b>	<b>\$1,091,968,204</b>	<b>\$1,125,333,039</b>	<b>\$1,164,073,621</b>	<b>\$1,178,983,608</b>	<b>\$1,041,834,398</b>	<b>\$1,067,209,097</b>
<b>Deposits in Financial Institutions</b>									
Total Cash/Sweeps/MMA/Repos	\$412,766,223	\$603,978,038	\$603,978,038	\$578,297,637	\$578,297,637	\$514,440,356	\$514,440,356	\$393,276,203	\$393,276,203
Total Certificates of Deposit	\$119,013	\$119,011	\$119,011	\$119,055	\$119,055	\$119,055	\$119,055	\$119,094	\$119,094
<b>Total Deposits</b>	<b>\$412,885,236</b>	<b>\$604,097,049</b>	<b>\$604,097,049</b>	<b>\$578,416,692</b>	<b>\$578,416,692</b>	<b>\$514,559,411</b>	<b>\$514,559,411</b>	<b>\$393,395,297</b>	<b>\$393,395,297</b>
<b>Other Investments</b>									
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$57,667,282	\$58,109,987	\$57,694,689	\$58,379,096
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$11,617,305	\$11,670,077	\$11,054,214	\$11,112,330
Agency Securities	\$55,491,195	\$68,392,983	\$70,104,219	\$69,667,333	\$71,118,571	\$110,633,185	\$108,777,815	\$110,545,751	\$109,957,918
Mortgaged Backed Securities	\$44,434,922	\$40,686,296	\$41,349,676	\$14,022,657	\$14,411,978	\$12,312,910	\$12,515,140	\$11,604,052	\$11,877,941
Equity Securities	\$10,242,810	\$5,028,188	\$10,222,787	\$4,816,366	\$10,803,266	\$4,904,145	\$11,434,539	\$4,677,373	\$11,383,627
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$64,551,193	\$75,584,518	\$65,395,397	\$78,578,072
Municipal Bonds	\$121,106,694	\$122,111,167	\$124,069,898	\$158,841,579	\$160,099,905	\$195,480,589	\$191,508,153	\$190,457,169	\$190,069,863
Corporate Bonds	\$168,369,211	\$149,099,912	\$158,262,395	\$156,613,508	\$167,760,900	\$192,347,601	\$194,823,968	\$197,010,456	\$202,454,953
<b>Total Other</b>	<b>\$514,068,342</b>	<b>\$491,800,320</b>	<b>\$520,938,836</b>	<b>\$513,551,512</b>	<b>\$546,916,347</b>	<b>\$649,514,210</b>	<b>\$664,424,197</b>	<b>\$648,439,101</b>	<b>\$673,813,800</b>
<b>Grand Total</b>	<b>\$926,953,578</b>	<b>\$1,095,897,369</b>	<b>\$1,125,035,885</b>	<b>\$1,091,968,204</b>	<b>\$1,125,333,039</b>	<b>\$1,164,073,621</b>	<b>\$1,178,983,608</b>	<b>\$1,041,834,398</b>	<b>\$1,067,209,097</b>
<b>LSU Paid Campuses</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$233,311,025	\$414,498,300	\$414,498,300	\$352,149,478	\$352,149,478	\$334,112,304	\$334,112,304	\$218,134,721	\$218,134,721
Money Market Accounts/Repos	\$0	\$8,930,221	\$8,930,221	\$8,058,226	\$8,058,226	\$527,464	\$527,464	\$0	\$0
Certificates of Deposit	\$100,413	\$100,411	\$100,411	\$100,455	\$100,455	\$100,455	\$100,455	\$100,494	\$100,494
Treasury Notes	\$0	\$0	\$0	\$0	\$0	\$9,920,312	\$9,815,600	\$9,920,312	\$9,970,312
CMO's	\$13,289,523	\$12,690,922	\$12,715,426	\$12,113,675	\$12,137,860	\$11,617,305	\$11,670,077	\$11,054,214	\$11,112,330
Agency Securities	\$47,010,006	\$61,971,133	\$63,641,495	\$63,267,989	\$64,708,163	\$96,796,768	\$95,095,029	\$96,731,432	\$96,129,062
Mortgaged Backed Securities	\$42,813,155	\$39,261,335	\$39,818,037	\$12,602,605	\$12,884,013	\$11,087,344	\$11,209,325	\$10,383,408	\$10,575,505
Equity Securities	\$55,912	\$0	\$56,907	\$0	\$71,880	\$0	\$93,069	\$0	\$91,630
Municipal Bonds	\$110,753,126	\$111,212,249	\$112,961,740	\$141,501,351	\$143,682,671	\$171,380,036	\$167,740,635	\$166,372,659	\$166,096,612
Corporate Bonds	\$127,532,047	\$110,145,502	\$116,902,723	\$109,399,635	\$117,049,450	\$139,306,860	\$140,598,332	\$143,981,990	\$147,910,074
<b>Total</b>	<b>\$574,865,207</b>	<b>\$758,810,073</b>	<b>\$769,625,260</b>	<b>\$699,193,414</b>	<b>\$710,842,196</b>	<b>\$774,848,848</b>	<b>\$770,962,290</b>	<b>\$656,679,230</b>	<b>\$660,120,740</b>
<b>Endowment Funds</b>									
Money Market Accounts/Repos	\$36,872	\$791,886	\$791,886	\$534,617	\$534,617	\$138,786	\$138,786	\$0	\$0
Certificates of Deposit	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600	\$18,600
Agency Securities	\$1,380,320	\$1,315,805	\$1,379,514	\$1,315,805	\$1,373,161	\$2,481,905	\$2,486,483	\$2,481,905	\$2,522,679
Mortgaged Backed Securities	\$1,608,820	\$1,411,674	\$1,518,819	\$1,406,900	\$1,515,269	\$1,212,575	\$1,293,263	\$1,207,811	\$1,290,319
Equity Securities	\$9,948,283	\$5,020,538	\$9,978,358	\$4,808,716	\$10,504,405	\$4,896,495	\$11,046,681	\$4,669,723	\$10,961,272
Municipal Bonds	\$2,769,136	\$2,689,578	\$2,781,804	\$4,256,683	\$4,326,428	\$4,256,683	\$4,171,869	\$4,275,828	\$4,237,198
Corporate Bonds	\$8,780,099	\$8,727,513	\$9,376,642	\$8,235,273	\$8,922,543	\$7,740,857	\$8,061,838	\$7,835,152	\$8,265,808
<b>Total</b>	<b>\$24,542,130</b>	<b>\$19,975,594</b>	<b>\$25,845,623</b>	<b>\$20,576,594</b>	<b>\$27,195,023</b>	<b>\$20,745,901</b>	<b>\$27,217,520</b>	<b>\$20,489,019</b>	<b>\$27,295,876</b>
<b>Other Funds</b>									
Money Market Accounts/Repos	\$22,490,726	\$320,912	\$320,912	\$7,639,359	\$7,639,359	\$390,328	\$390,328	\$23,054,339	\$23,054,339
<b>Total</b>	<b>\$22,490,726</b>	<b>\$320,912</b>	<b>\$320,912</b>	<b>\$7,639,359</b>	<b>\$7,639,359</b>	<b>\$390,328</b>	<b>\$390,328</b>	<b>\$23,054,339</b>	<b>\$23,054,339</b>
<b>Grand Total</b>	<b>\$621,898,063</b>	<b>\$779,106,579</b>	<b>\$795,791,795</b>	<b>\$727,409,367</b>	<b>\$745,676,578</b>	<b>\$795,985,077</b>	<b>\$798,570,138</b>	<b>\$700,222,588</b>	<b>\$710,470,955</b>

**LSU**  
**Investment Summary**  
**For the Quarter Ended June 30, 2021**

Fund Description	As of 7/1/2020	As of 9/30/2020		As of 12/31/2020		As of 3/31/2021		As of 06/30/2021	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$65,852,590	\$89,514,968	\$89,514,968	\$87,421,931	\$87,421,931	\$86,906,529	\$86,906,529	\$59,622,887	\$59,622,887
<b>Cash/Sweeps</b>	<b>\$65,852,590</b>	<b>\$89,514,968</b>	<b>\$89,514,968</b>	<b>\$87,421,931</b>	<b>\$87,421,931</b>	<b>\$86,906,529</b>	<b>\$86,906,529</b>	<b>\$59,622,887</b>	<b>\$59,622,887</b>
Treasury Notes	\$34,083,826	\$33,261,475	\$34,653,588	\$34,100,069	\$35,307,018	\$47,746,970	\$48,294,387	\$47,774,377	\$48,408,784
Agency Securities	\$7,100,869	\$5,106,045	\$5,083,210	\$5,083,539	\$5,037,247	\$11,354,512	\$11,196,303	\$11,332,414	\$11,306,177
Mortgaged Backed Securities	\$12,947	\$13,287	\$12,820	\$13,152	\$12,696	\$12,991	\$12,552	\$12,833	\$12,117
Municipal Bonds	\$7,584,432	\$8,209,340	\$8,326,354	\$13,083,545	\$12,090,806	\$19,843,870	\$19,595,649	\$19,808,682	\$19,736,053
Corporate Bonds	\$32,057,065	\$30,226,897	\$31,983,030	\$38,978,600	\$41,788,907	\$45,299,884	\$46,163,798	\$45,193,314	\$46,279,071
<b>Total</b>	<b>\$146,691,729</b>	<b>\$166,332,012</b>	<b>\$169,573,970</b>	<b>\$178,680,836</b>	<b>\$181,658,605</b>	<b>\$211,164,756</b>	<b>\$212,169,218</b>	<b>\$183,744,507</b>	<b>\$185,365,089</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$1,428,396	\$1,284,010	\$1,284,010	\$1,277,467	\$1,277,467	\$1,219,304	\$1,219,304	\$835,778	\$835,778
Equity Securities	\$16,804	\$7,650	\$17,245	\$7,650	\$17,570	\$7,650	\$17,872	\$7,650	\$17,848
Mutual Funds	\$67,050,161	\$60,529,377	\$69,560,847	\$63,376,325	\$75,276,849	\$64,551,193	\$75,584,518	\$65,395,397	\$78,578,072
<b>Total</b>	<b>\$68,495,361</b>	<b>\$61,821,037</b>	<b>\$70,862,102</b>	<b>\$64,661,442</b>	<b>\$76,571,886</b>	<b>\$65,778,147</b>	<b>\$76,821,694</b>	<b>\$66,238,825</b>	<b>\$79,431,698</b>
<b>Grand Total</b>	<b>\$215,187,090</b>	<b>\$228,153,049</b>	<b>\$240,436,072</b>	<b>\$243,342,278</b>	<b>\$258,230,491</b>	<b>\$276,942,903</b>	<b>\$288,990,912</b>	<b>\$249,983,332</b>	<b>\$264,796,787</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$75,956,467	\$76,042,944	\$76,042,944	\$108,376,180	\$108,376,180	\$78,177,189	\$78,177,189	\$78,547,289	\$78,547,289
<b>Total</b>	<b>\$75,956,467</b>	<b>\$76,042,944</b>	<b>\$76,042,944</b>	<b>\$108,376,180</b>	<b>\$108,376,180</b>	<b>\$78,177,189</b>	<b>\$78,177,189</b>	<b>\$78,547,289</b>	<b>\$78,547,289</b>
<b>Other Funds</b>									
Cash/Sweeps	\$4,798,073	\$3,698,689	\$3,698,689	\$3,940,264	\$3,940,264	\$4,064,341	\$4,064,341	\$4,172,625	\$4,172,625
Money Market Accounts/Repos	\$8,892,074	\$8,896,108	\$8,896,108	\$8,900,115	\$8,900,115	\$8,904,111	\$8,904,111	\$8,908,564	\$8,908,564
Equity Securities	\$221,811	\$0	\$170,277	\$209,411	\$209,411	\$276,917	\$276,917	\$312,877	\$312,877
<b>Total</b>	<b>\$13,911,958</b>	<b>\$12,594,797</b>	<b>\$12,765,074</b>	<b>\$12,840,379</b>	<b>\$13,049,790</b>	<b>\$12,968,452</b>	<b>\$13,245,369</b>	<b>\$13,081,189</b>	<b>\$13,394,066</b>
<b>Grand Total</b>	<b>\$89,868,425</b>	<b>\$88,637,741</b>	<b>\$88,808,018</b>	<b>\$121,216,559</b>	<b>\$121,425,970</b>	<b>\$91,145,641</b>	<b>\$91,422,558</b>	<b>\$91,628,478</b>	<b>\$91,941,355</b>
<b>System Total</b>	<b>\$926,953,578</b>	<b>\$1,095,897,369</b>	<b>\$1,125,035,885</b>	<b>\$1,091,968,204</b>	<b>\$1,125,333,039</b>	<b>\$1,164,073,621</b>	<b>\$1,178,983,608</b>	<b>\$1,041,834,398</b>	<b>\$1,067,209,097</b>

\* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.

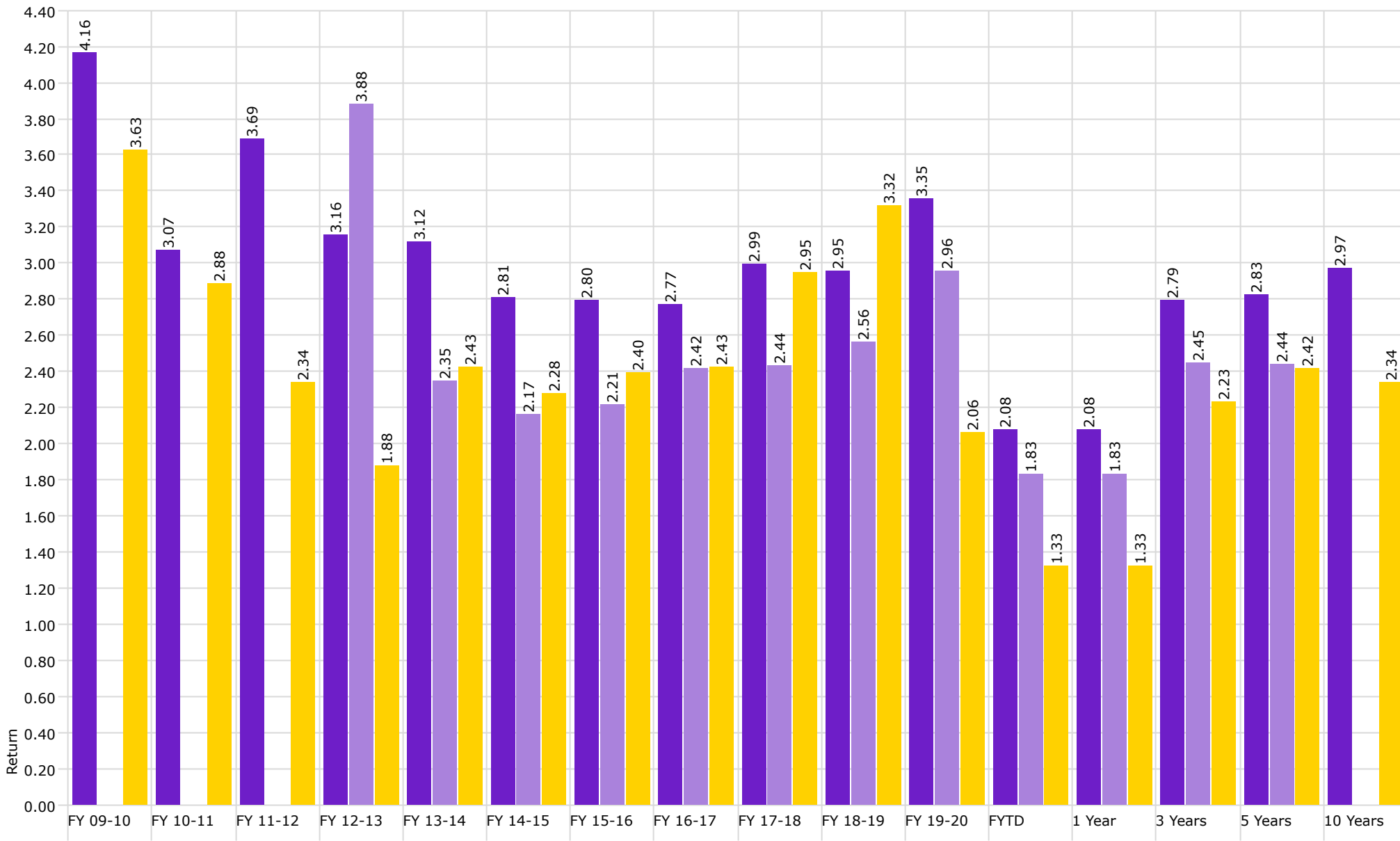
\*\* Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

\*\*\* LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011.  
Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.

# Investment Management Program Non Endowed Accounts **Realized Yield**

As of 6/30/2021



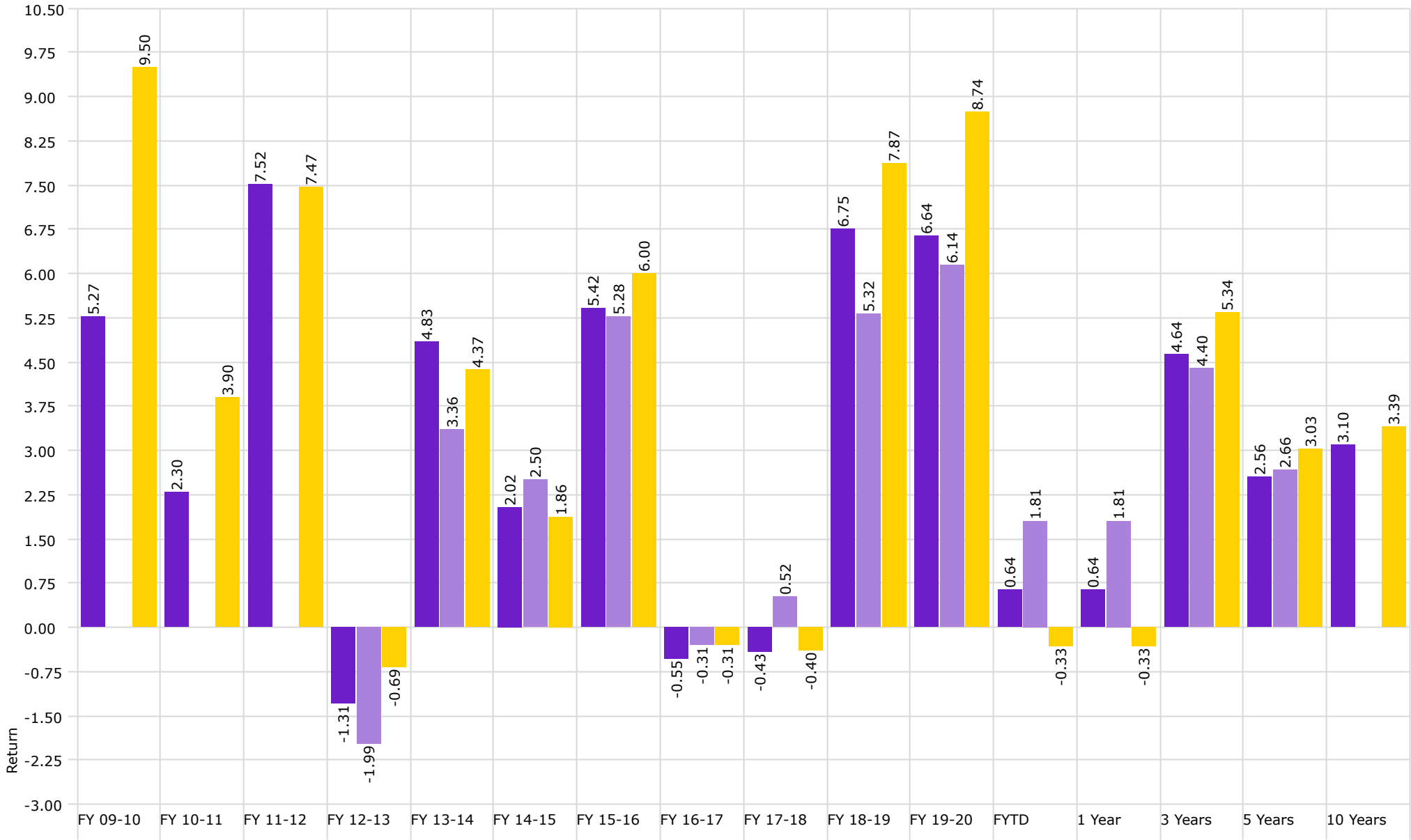
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

# Investment Management Program Non Endowed Accounts **Total Return**

As of 6/30/2021



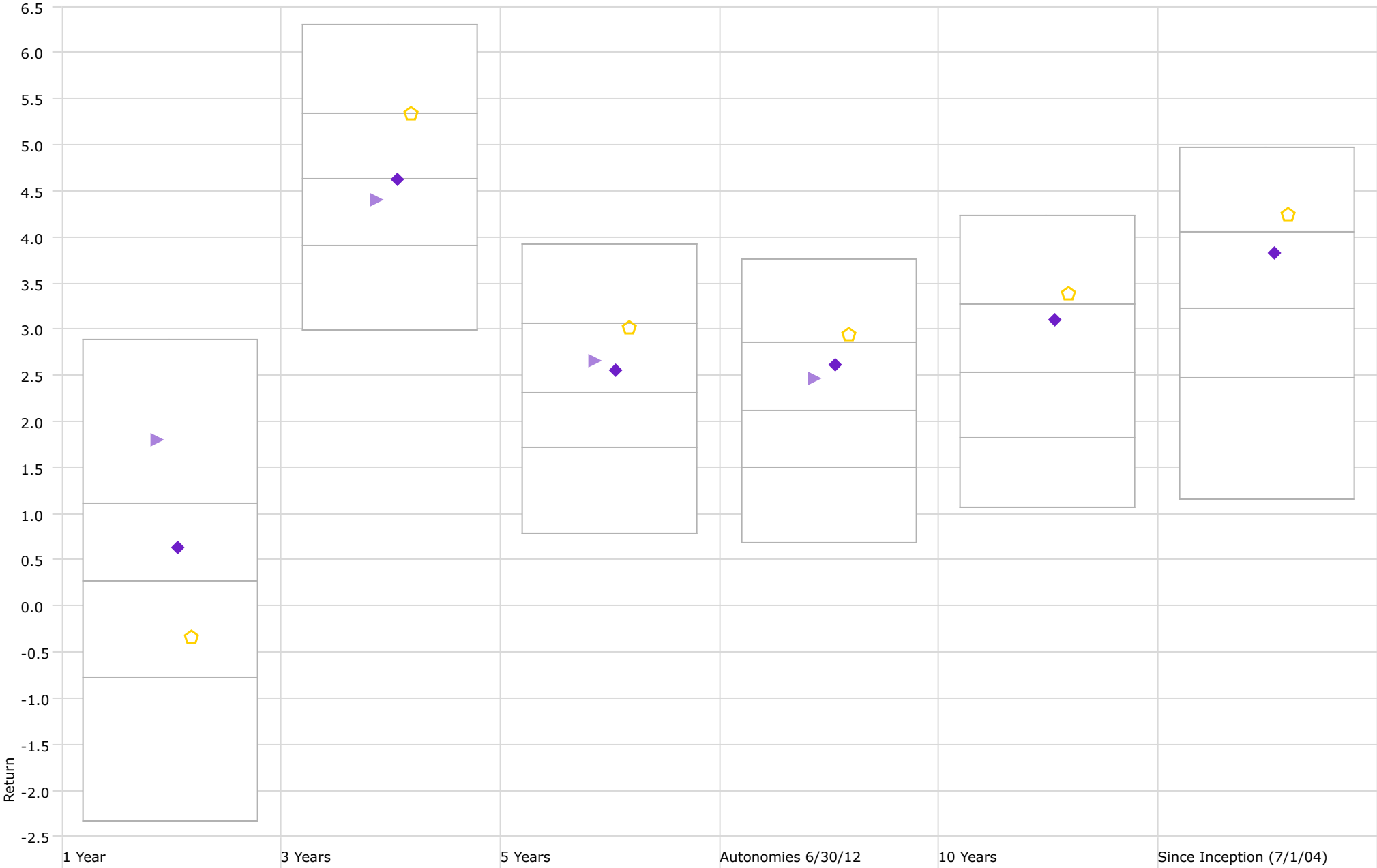
■ Non Endowed

■ Health Plan

■ Barclays Aggregate Bond Index

# Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non Endowed

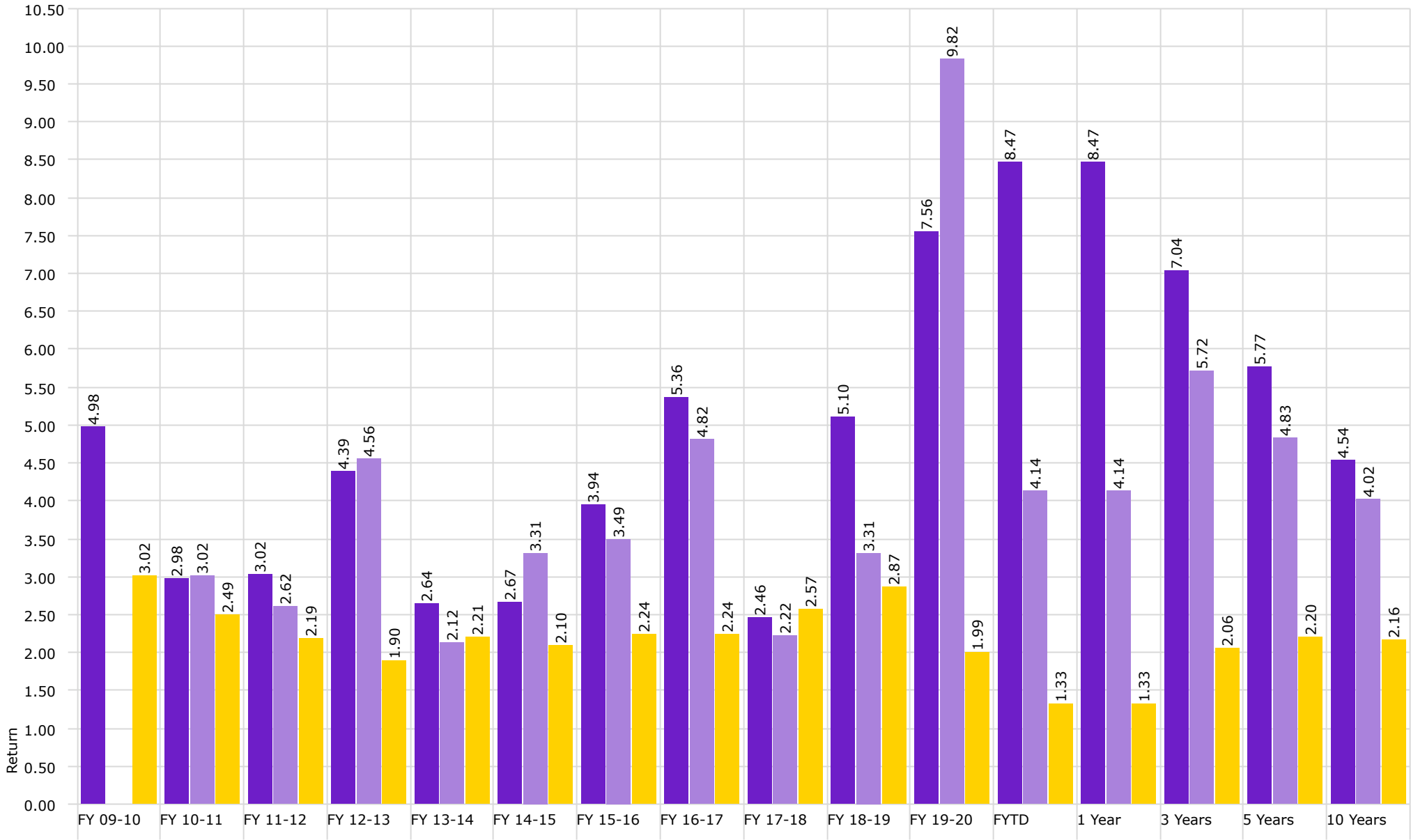
▶ Health Plan

⬠ Barclays Aggregate Bond Index



# Investment Management Program Endowed Accounts **Realized Yield**

As of 6/30/2021



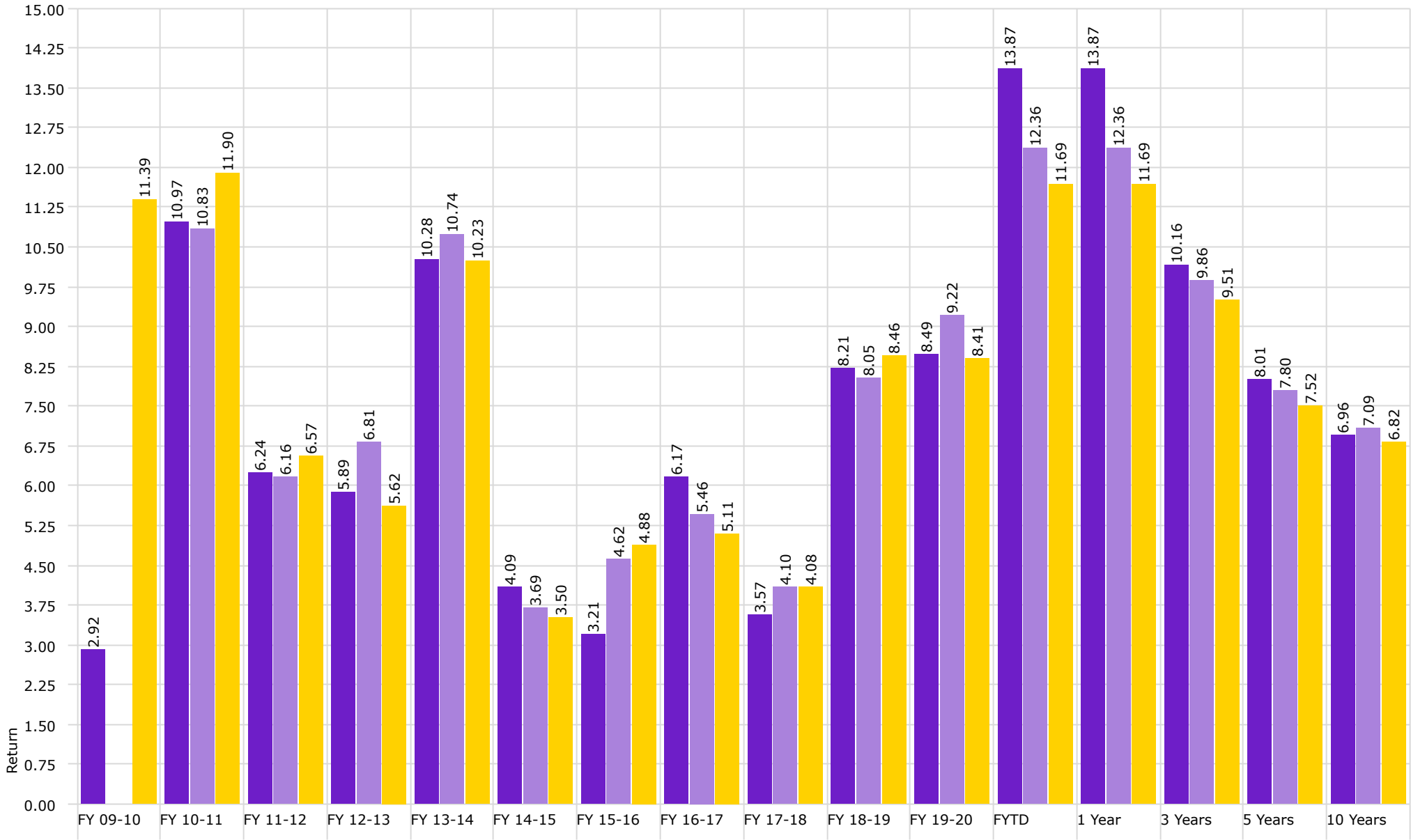
■ Endowment

■ Osher

■ Endowed Realized Yield

# Investment Management Program Endowed Accounts **Total Return**

As of 6/30/2021



■ Endowment

■ Osher

■ Endowed Benchmark