

AGENDA

LSU BOARD OF SUPERVISORS MEETING

Board Room, LSU System Building
Baton Rouge, Louisiana

1:00 P.M., FRIDAY, OCTOBER 21, 2011

PUBLIC COMMENTS

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

www.lsusystem.edu/boardofsupervisors/publicComments.cfm

INTEGRATED COMMITTEE MEETINGS

I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. Jack A. Andonie, Chairman

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division
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II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION COMMITTEE

Mr. Roderick K. "Rod" West, Chairman

1. Final Fall 2011 Enrollment (Written Report Only)
 2. Request approval to establish a Doctorate of Nursing Practice degree at LSUHSC-NO
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**III. FINANCE, INFRASTRUCTURE, AND CORE
DEVELOPMENT COMMITTEE**
Mr. Alvin E. Kimble, Chairman

1. Consideration of the 2012-13 Budget Request Process
2. Authorization of President to Approve Requested Campus Base Level Autonomies Eligible under the GRAD Act

IV. PROPERTY AND FACILITIES COMMITTEE
Dr. John F. George, Chairman

1. Approval of the 2012 Five Year Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University Health Care Services Division
2. Recommendation to approve a request for lease of property, Iberia Research Station, Iberia Parish, Louisiana
3. Recommendation to approve the purchase of portions of South Campus property from the LSU Property Foundation
4. Recommendation to approve a Lease Agreement with the Equine Lameness Unit, LLC for the construction of the LSU Veterinary Medicine Equine Lameness Unit and to make a Determination of Acceptable University Purpose
5. Recommendation to amend the 2012 Capital Outlay Budget Request and First Year Prioritized Categories for the LSU System to include projects at the Health Sciences Center in Shreveport and Louisiana State University at Eunice

V. AUDIT COMMITTEE

Mr. Ronald R. Anderson, Chairman

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

AGENDA

LSU BOARD OF SUPERVISORS MEETING

(Immediately following the Integrated Committee Meetings)

Friday, October 21, 2011

Mr. Benjamin W. Mount, Chairman

1. Call to Order and Roll Call
2. Invocation and Pledge of Allegiance
3. Introduction of Faculty and Staff Representatives
4. Approval of the Minutes of the Board Meeting held on August 26, 2011
5. Personnel Actions Requiring Board Approval
 - a. Regular Personnel Matters
 - b. Termination of a tenured faculty member at UNO. Multiple copies of the record are available to the Board before and during the meeting.
6. President's Report
7. Report on Activities of the Board of Regents
8. Reports to the Board
 - A. Health Plan Status Report (Written Report Only)
 - B. Quarterly Audit Report (Written Report Only)
9. Approval of Consent Agenda Items
 - A. Resolution to approve revision to Board Resolution requested by the State Mineral Board
 - B. Recommendation to name the Pennington Assessment Center the "Josephine Pugh Lamar Assessment Center"
 - C. Recommendation to name the LSU East Campus Apartments Building 14 the "Margaret Jameson Hall"

- D. Recommendation to name the LSU Hill Farm Garden the "Donald W. Newsom Hill Farm Gardens"
- E. Recommendation to name an interview room in the LSU Olinde Family Career Center the "CenterPoint Energy Interview Room"
- F. Recommendation to approve a Servitude and Right-of-Way Agreement between Terrebonne Parish Consolidated Government and HCSD Leonard J. Chabert Medical Center
- G. Request approval of degrees to be conferred at the Fall 2011 commencement exercises
- H. Request approval to establish a Bachelor of Science in Athletic Training in the Department of Kinesiology at LSU A&M
- I. Request approval to resubmit a Master of Science in Environmental Biology at LSU-S
- J. Request approval of an Exclusive Patent and Know How License agreement with Nu Me Health, LLC and LSU A&M, LSU Ag Center and Pennington Biomedical Research Foundation
- K. Authorization of President to Approve Transfer of Authorized Positions between Allocations within the LSU System Budget Units

10. Committee Reports

**I. HEALTH CARE AND MEDICAL EDUCATION
COMMITTEE**

Dr. Jack A. Andonie, Chairman

**II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT
AND DISTINCTION COMMITTEE**

Mr. Roderick K. "Rod" West, Chairman

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

Mr. Alvin E. Kimble, Chairman

IV. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chairman

11. Recommendation to change the location of the March 16, 2012 Board meeting from LSU at Eunice to the LSU System Building

12. Chairman's Report

13. Adjournment

If you plan to attend any meeting listed on this notice and need assistance because you are disabled, please notify the Office of the LSU Board of Supervisors at (225) 578-2154 at least 7 days in advance of the meeting.

**LSU System Benefits Report
September 30, 2011**

Table 1 provides a summary of revenue and expenses for the LSU System Health Plan (Plan) for Plan Year 2010-2011 and year-to-date results for Plan Year July 1 through December 31, 2011.

Table 1: Plan Revenues and Expenses, as of September 30, 2011

Month/Year	Revenues (Actual) ¹	Recoveries ²	Claims Paid ³	Other Expenses ⁴
Plan Year 2010 – 2011	120,645,373.45	6,417,680.37	116,074,633.39	14,072,779.35
Plan Year July-Dec. 2011				
July 2011	10,401,254.00	216,604.38	9,618,976.00	1,211,294.28
August 2011	10,255,728.42	362,034.55	10,461,138.50	1,220,100.86
September 2011	10,594,198.46	0.00	11,117,755.81	1,234,354.42

1 Includes premiums and earnings

2 Includes pharmacy rebates and stop loss reimbursements

3 includes medical claims (subject to stop loss reimbursement) and prescription drug claims

4 Includes administrative fees and stop loss premium, each of which accounts for approximately \$600,000 in expenses per month

Table 2 below provides a summary of the Total Plan Reserves as of September 30, 2011.

Table 2: Plan Reserves, as of September 30, 2011

Cash Balance Per General Ledger		18,013,062.70
Invested Balance Per General Ledger ⁵		29,941,756.42
Receivables		
Stop Loss Receivable ⁶	0.00	
Pharmacy Receivable	222,498.13	
Other Receivables	4,749.51	
Total Receivables		227,247.64
Total Plan Assets		48,182,066.76
Accounts Payable	(2,544.67)	
IBNR ⁷	(11,120,000.00)	
Total Plan Liabilities		(11,122,544.67)
Total Net Reserves		37,059,522.09

5 Invested Balance reflects Health Plan funds invested to generate earnings under adopted investment policies of the LSU System.

6 Stop Loss Receivable amount provided is a best estimate generated from information provided by vendors.

7 As of 6/30/2011, actuarial estimate of reserve necessary to fully fund "Incurred but Not Reported" liability of the Plan.

GASB 45, as issued by the Governmental Accounting Standards Board (GASB) and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), requires continued accumulation of Plan Reserves to provide a contingency fund for future Plan liabilities.

Additional Comments

Annual Enrollment for Plan Year 2012 (January 1 – December 31, 2012) is currently underway and will extend through November 4, 2011 to coincide with the Office of Group Benefits enrollment period. During this period, enrollment meetings and benefit fairs are being held at LSU institutions across the state.

LSU First premium rates for Plan Year 2012 will increase by 5%. This increase is necessitated by a continued growth trend in expenses relative to revenues.

QUARTERLY SUMMARY REPORT

**Audit Summary for the period of
April 1, 2011, through June 30, 2011**

**LOUISIANA STATE UNIVERSITY SYSTEM
OFFICE OF INTERNAL AUDIT**

LSU SYSTEM

INDEX TO SUMMARY OF AUDIT ACTIVITY

April 1, 2011, through June 30, 2011

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LSU HEALTH CARE SERVICES DIVISION

Cost Report Follow-up – HCSD Central Office

The objectives for this audit involved determining if EKL management implemented their corrective action plan, as documented in a previously issued audit report. The specific objectives were as follows:

- Determine if the Reimbursement Department developed the operational policies and procedures to guide employees in completing the cost report.
- Vouch the line items in the EKL 2009 FY cost report to ensure documentation exists to substantiate the indirect costs on Worksheet B-1.

The recommendations were not implemented as of the start of our follow-up review. Management agreed that the recommendations were not implemented and developed corrective action initiatives to address them.

Capital Asset Management – UMC

The scope of this audit included hospital assets that UMC reported or should have reported to the Louisiana Property Assistance Agency as of the start of fieldwork. The review focused on movable property, excluding vehicles. Our test period for timely entry of assets in the state inventory system, accuracy of asset details, proper asset disposal procedures, and monthly reconciliations was June 30, 2008 to July 31, 2010.

Our objectives for the review were as follows:

- Determine appropriateness of access to the state's asset management system.
- Ensure compliance with Louisiana Property Assistance Agency (LPAA) regulations.
- Validate the accuracy of asset information maintained in hospital records.
- Confirm adherence to the record retention guidelines and HCSD policy.
- Verify independent review of monthly reconciliations done by the hospital.
- Identify obvious weaknesses in physical security controls over movable property.

Based on the results of our review, we made the following recommendations relating to the disposal of movable property:

- The property control manager (PCM) requires a signature from the supervisor of the initiating department.
- UMC add an attestation clause to the form for the PCM to sign and date, acknowledging his independent review of the asset's condition and approval to dispose of the item.
- Management determines an acceptable timeframe for record retention related to asset disposals.

Management agreed to our recommendations and developed corrective action to address them.

LSU HEALTH SCIENCES CENTER SHREVEPORT

Health Information Management (HIM) Process Follow-up at E. A. Conway

The primary purpose of the audit was to determine if management had taken corrective action to resolve the prior audit finding which related to non-compliance with departmental policy on chart check-out and tracking. In the follow-up audit, it was noted that charts were returned timely to the Medical Records Office and the charts checked out were located in the ChartLocator System as required. Therefore, the finding was satisfactorily resolved.

Radiology Department – Shreveport

The primary objective of the audit was to evaluate internal controls to determine if the controls sufficiently mitigate the risks associated with misappropriation of funds and loss of revenue for the Radiology Department. The audit resulted in the following significant findings:

- The Radiology Department financial statements and budget were not being prepared accurately and reviewed timely by the department. Management will develop a profit and loss statement for the Chairman of Radiology on a monthly basis.
- There was inadequate documentation for travel and other non-payroll expenditures. The Business Manager and Department Head will review expenditures for adequate documentation.
- Annual leave was not being reported for leave taken during the holidays. Management will review prior leave reports, adjust leave, and will ensure all leave is recorded timely in the future.
- 71.9% of the accounts receivable for the department were over five months old. The department will identify areas of accounts receivables that are able to be collected upon and will contact Shared Billing Services (SBS) for review for write-off.
- A transaction entered into by the Department creates the appearance of a conflict-of-interest.

Patient Scheduling – Shreveport

The primary purpose of the audit was to review the outpatient clinic scheduling process. The testwork revealed 51.5% of the patient appointments were scheduled between 7:00 am and 9:50 am with the lowest volume on Fridays. For the months sampled, only 50% of the appointments were attended by the patient. The testwork also revealed the clinics were not in compliance with performance indicators that include length of stay or procedure wait time, and appointment card wait times. For the clinics reviewed, the length of stay and procedure wait time exceeded the standard from 10% to 50% for the 11 clinics sampled. The audit also noted consult and referral documentation was not complete or reviewed timely in four clinics sampled. Management has provided a corrective action plan and scheduling templates were revised to evenly distribute the patient appointments throughout the

day and week. To improve patient waiting times, the point of service lab and the pre-clinic testing area will be consistently staffed and focus audits will be conducted.

Outpatient Pharmacy Cash Handling Follow-up at Huey P. Long

The primary purpose of the audit was to determine if management had taken corrective action to resolve the prior audit findings. The findings related to incomplete reconciliations between the prescription system and accounting records and a lack of control over prescription price entry. The follow-up audit noted that management has satisfactorily resolved the prior findings.

Pharmacy – Medication Administration Process at Huey P. Long

The primary purpose of the audit was to determine if there were proper internal controls to adequately mitigate identified risks related to the purchases and disposals of controlled substances; medication charges and credits were entered timely on the patient account; receipt and distribution of medication was consistently and accurately recording on the Medication Administration Record; and wastes and disposals were timely documented in accordance with the hospital policies and procedures. There were no exceptions.

UNIVERSITY OF NEW ORLEANS

Intellectual Property

The scope of this review was limited to intellectual property license revenue received under an agreement with the Foundation and did not include a contract performance review of the licensees. Our report identified the following internal control weaknesses:

1. Lack of policies and procedures for handling legal services, property disclosures, dissemination of information as well as general education and training.
2. Lack of inventory of patents that were pending and issued was not maintained.

LSU ALEXANDRIA

Student Accounts Receivable

As of October 31, 2010, LSUA's student accounts receivables totaled more than \$1.5 million. Bad debt expense at LSUA has increased 36% between fiscal year 2007 and fiscal year 2010. The objective of this audit was to determine if controls and policies and procedures are in place to adequately address the risks associated with establishing, billing, collecting, and monitoring student accounts receivable. The scope included reviewing and testing controls for managing student accounts receivable, and an analysis of credit and collection policies and procedures.

Our report included several findings related to inadequate internal controls and inadequate credit and collection policies and procedures. Management concurred

with our recommendations and has developed a corrective action plan to address the issues.

LSU EUNICE

Financial Aid and Scholarships

This audit addressed the controls and procedures for administering Title IV aid and University funded scholarships and fee exemptions. The primary objectives were to determine if controls and procedures were adequate to address risks of over awarding federal aid and of awarding aid to ineligible students. The report included four findings and recommendations related to monitoring awards, securing confidential student information, complying with authorized limits, and reconciling award activity. Management concurred with the recommendations and has developed a corrective action plan to address them.

PAUL M HEBERT LAW CENTER

PM-36 Compliance and Data Security Follow-up

The objectives of the initial audit were to review internal controls over data security and to determine compliance with Permanent Memoranda 36 which serves as a guide to LSU System Campuses in all IT related issues. The initial audit report noted deficiencies related to disaster recovery/business continuity planning, password controls, controls over guest accounts and physical security of computing resources. The follow-up audit work resulted in a determination that management had implemented corrective action to satisfactorily address each of the previously identified issues.

EXTERNAL AUDIT REPORTS

LSU A & M - Sub-recipient Monitoring of Federal Funds

The Louisiana Board of Regents (BOR) conducted sub-recipient monitoring audits of federal funds received by LSU A & M from the BOR under various sub-grants. The objectives were to assess the adequacy of LSU's financial management system as it relates to accounting for funds received from the BOR, and compliance with applicable laws and regulations and the terms of the sub-grant documents. The report indicates that LSU financial management system and supporting documentation for funds received from the BOR provide reasonable assurance of compliance.

LSU A & M, LSUA, LSUE, LSUS, UNO, Law Center – Student Credit Hours

The Louisiana Board of Regents (BOR) issued reports on audits of the Student Credit Hours (SCH) at various LSU System campuses. The objective of these audits was to verify SCH production reported and to assess the institution's ability to comply with the guidelines and instructions in the BOR SCH Reporting System documentation. The audits included examining on, a test basis, evidence supporting the SCH data reported by each institution for the Summer and Fall 2010 semesters.

Audits were conducted at the following campuses with no exceptions noted: Louisiana State University, LSU at Alexandria, LSU at Eunice, LSU at Shreveport, University of New Orleans, and the Paul M. Hebert Law Center.

University Medical Center (Lafayette)

OIG (federal): Billing review - Finding: Medicare overpayment of infusion-related services and blood transfusions resulting in an estimated \$29,000 in overpayment.

W. O. Moss Regional Medical Center

1. Joint Commission final report: Hospital Accreditation – Report noted no recommendations for improvement.
2. CMS: Validation survey for hospital services. Hospital found to be in substantial compliance – minor deficiencies noted (CMS does not require formal corrective action based on substantial compliance finding), however management stated that corrective action was developed.
3. CMS/Pinnacle (fiscal intermediary): Medicare Secondary Payer Guidelines review. The report noted a lack of documentation to support patient visit and lack of policies/procedures in place. Management agreed to improve documentation but disputed that policies and procedures were not sufficient.
4. Dept of Justice- OIG: Billing for infusion therapy. Finding that hospital billed and was paid for separate and distinct infusion therapy claims simultaneous to and in conjunction with a "packaged service" claim and that the hospital charged for more than one unit of infusion therapy per visit. Management agreed to refund \$16,000.

Earl K. Long Medical Center

CMS: Medicare Secondary Payer Guidelines review. Report included several deficiencies regarding admission staff procedures. Management developed corrective action focusing on in-service training for the staff.

HCSO Central Office - Cost Reporting

1. CMS - Lallie Kemp Regional Medical Center cost report settlement adjustment for 2009. Amount due CMS of \$659,130. HCSO agreed to the adjustment and the reimbursement has been made.
2. CBO - Total Recovery Agency Contractor (RAC) amount for this quarter reported as \$433,319.54.

II. ACADEMIC AND STUDENT AFFAIRS, ACHIEVEMENT AND DISTINCTION
COMMITTEE

Mr. Roderick K. "Rod" West, Chair

Mr. J. Stephen Perry, Vice Chair

Dr. Jack A. Andonie

Mr. Garret H. "Hank" Danos

Dr. John F. George

Mrs. Laura A. Leach

Mr. James W. Moore, Jr.

Mr. Ryan Perkins

AGENDA

1. Final Fall 2011 Enrollment (Written Report Only)
2. Request approval to establish a Doctorate of Nursing Practice degree at LSUHSC-NO

I. HEALTH CARE AND MEDICAL EDUCATION COMMITTEE

Dr. Jack A. Andonie, Chair
Dr. John F. George, Vice Chair
Mr. Ronald R. Anderson
Mr. R. Blake Chatelain
Mr. Garret "Hank" Danos
Mr. Anthony G. "Tony" Falterman
Mr. Stanley J. Jacobs
Mr. Alvin E. Kimble
Mr. Raymond J. Lasseigne
Mrs. Laura A. Leach
Mr. James W. Moore, Jr.
Mr. Benjamin W. Mount
Mr. Ryan Perkins
Mr. J. Stephen Perry
Mr. Roderick K. "Rod" West
Mr. Robert "Bobby" Yarborough

AGENDA

1. Status report on activities at the LSU Health Sciences Centers and the Health Care Services Division



Academic and Student Affairs Agenda Item #1

FINAL FALL 2011 ENROLLMENT WRITTEN REPORT ONLY

To: Members of the Board of Supervisors

Date: October 21, 2011

The following is a report that compares final fall 2010 enrollment to final fall 2011 enrollment. There is no staff analysis included.

LSU A & M:

- The number of freshmen applications declined. Fall 2011 (14,806) and fall 2010 (18,192). A 19% decline.
- The number of freshmen applications to the Honors College declined. Fall 2011 (2,429) and fall 2010 (4,270). A 43% decline.
- The number of new freshmen declined. Fall 2011 (5,290) and fall 2010 (5,481).
- The number of new freshmen nonresidents declined. Fall 2011 (1,142) and fall 2010 (1,400).
- The number of new freshmen enrolled in the Honors College declined. Fall 2011 (441) and fall 2010 (542). A 19% decline.
- The number of new transfer students declined. Fall 2011 (857) and fall 2010 (923).
- The number of new transfer students from Louisiana community colleges declined. Fall 2011 (192) and fall 2010 (241).
- The number of new transfer students from Louisiana four year universities increased. Fall 2011 (309) and fall 2010 (294).
- First to second year retention declined. Fall 2011 (83.8% for Class of 2010) and fall 2010 (84.1% for Class of 2009).
- The number of new graduate students declined. Fall 2011 (1,056) and fall 2010 (1,143).
- The number of new professional students declined. Fall 2011 (84) and fall 2010 (87).
- The number of dual enrollment has increased. Fall 2011 (268) and fall 2010 (166). A 61% increase.
- Undergraduate headcount increased. Fall 2011 (23,980) and fall 2010 (23,686).
- Graduate student headcount has declined. Fall 2011 (4,604) and fall 2010 (4,710).
- The number of new Hispanic/Latino has increased. Fall 2011 (266) and fall 2010 (243).
- The number of new African Americans has increased. Fall 2011 (599) and fall 2010 (570).

Paul M. Hebert Law Center:

- The Law Center received 514 1st year law student applications from Louisiana residents. 264 students were offered admission and 155 enrolled.
- The Law Center received 921 1st year law student applications from nonresidents. 363 were offered admissions and 83 enrolled.
- The number of 1st year law applications declined. Fall 2011 (1,435) and fall 2010 (1,635). A 12% decline.
- The number of 1st year law students enrolled increased. Fall 2011 (238) and fall 2010 (224).
- The number of 1st year law students nonresident increased. Fall 2011 (83) and fall 2010 (70). Nonresident enrollment in the 1st year law class is 35%.
- The number of enrolled 1st year law students with LSAT score range 156 to 160 increased. Fall 2011 (136) and fall 2010 (105).
- The number of enrolled 1st year law students with LSAT score range 161 to 165 declined. Fall 2011 (35) and fall 2010 (45).
- LSAT scores in the 25th, 50th and 75th percentile are consistent. Fall 2011 (155/158/160) and fall 2010 (155/158/160).
- Grade point average for 25th, 50th and 75th percentile are consistent. Fall 2011 (3.10/3.39/3.66) and fall 2010 (3.14/3.38/3.60).
- The number of enrolled females increased. Fall 2011 (116) and fall 2010 (89).
- The number of enrolled Hispanic/Latinos increased. Fall 2011 (17) and fall 2010 (10).
- The number of enrolled African Americans increased. Fall 2011 (34) and fall 2010 (30).

University of New Orleans:

- Campus headcount enrollment has declined. Fall 2011 (10,802) and fall 2010 (11,215).
- The number of new first time freshmen increased. Fall 2011 (1,105) and fall 2010 (1,066)
- The number of new transfer students from Louisiana community colleges increased. Fall 2011 (271) and fall 2010 (249).
- The number of new transfer students from Louisiana four year universities increased. Fall 2011 (300) ad fall 2010 (283).
- The number of new Master degree students declined. Fall 2011 (643) and fall 2010 (770).
- The number of new Doctoral degree students declined. Fall 2011 (62) and fall 2010 (70).
- First to second year retention improved. Fall 2011 (67% for Class of 2010) and fall 2010 (64% for Class of 2009).
- The number of new Hispanic/Latino students increased. Fall 2011 (117) and fall 2010 (37).
- The number of new Asian students increased. Fall 2011 (95) and fall 2010 (44).
- The number of new African American students increased. Fall 2011 (245) and fall 2010 (88).

LSU Shreveport:

- The number of new first time freshmen for fall 2011 (299 students) declined. Fall 2011 (299) and fall 2010 (303).
- The number of new transfer students from Louisiana community colleges increased. Fall 2011 (172 students) and fall 2010 (104 students).
- The number of new transfer students from Louisiana four year universities increased. Fall 2011 (133 students) and fall 2010 (105 students).
- Dual Enrollment students increased. Fall 2011 (881 students) and fall 2010 (590 students).
- Headcount enrollment increased. Fall 2011 (4,134 students) and fall 2010 4,058 students).
- Graduate student enrollment has declined. Fall 2011 (428 students) and fall 2010 (446 students).
- First to second year retention declined. Fall 2011 (65% for Class 2010) and fall 2010 (68.5% for Class of 2009).

LSU Alexandria:

- The number of new freshmen has declined. Fall 2011 (345) and fall 2010 (374).
- The number of new transfer students has declined. Fall 2011 (226) and fall 2010 (232).
- The number of dual enrollments increased. Fall 2011 (394) and fall 2010 (328).
- Undergraduate headcount has declined. Fall 2011 (2,613) and fall 2010 (2,667).
- First to second year retention has declined. Fall 2011 (56% for Class of 2010) and fall 2010 (59% for Class of 2009).

LSU Eunice:

- The number of new first time freshmen declined. Fall 2011 (729 students) and fall 2010 (767 students).
- First to second year retention increased. Fall 2011 (46.5% Class of 2010) and fall 2010 (44.1% Class of 2009).
- Headcount enrollment declined. Fall 2011 (2,982 students) and fall 2010 (3,431 students).
- Dual enrollment declined. Fall 2011 (320 students) and fall 2010 (565 students).



Academic and Student Affairs Agenda Item #1

FALL 2011 14th DAY ENROLLMENT

Written Report Only

The following is a fall 2011 enrollment report. The report will provide the number of freshmen, transfer and graduate applications, the number of students admitted as well the number of students enrolled for fall 2011.

The purpose of this report is to provide to the Board of Supervisors comparable data for *final fall 2010 enrollment for new students and final fall 2011 new students*. This means of tracking provides for a quick analysis to determine if the campus is making consistent annual improvement.

The data will also help the Board of Supervisors to identify trends and other characteristics for each campus.

Fall 2011 14th Day Enrollment Report

LSU A & M:

LSU A & M									
Composite ACT Score Range	Missing	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
Undergraduate/First Time Freshmen/Fall 2011									
First time freshmen BoR Defined									
# of applications	1,173	6	87	855	4,285	5,006	3,023	371	14,806
# admits	148	0	3	138	3,373	4,772	2,979	370	11,783
# enrolled	39	0	3	64	1,661	2,109	1,283	131	5,290
Number of first time freshmen applications from nonresidents	871	4	68	551	1,921	2,179	1,305	121	7,020
Number of nonresident student admitted	145	0	2	75	1,440	2,033	1,271	120	5,086
Number of nonresident students enrolled	37	0	2	22	382	393	272	34	1,142

LSU A & M Honors College									
ACT Score Range	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total	
First time freshmen defined by BoR									
# of applications		5	36	149	381	1,517	341	2,429	
# of admits		0	0	1	11	912	307	1,231	
# enrolled		0	0	0	9	336	96	441	
Number of first time freshmen nonresident students enrolled in Honors College					1	77	27	105	

LSU A & M		
Undergraduate		
Transfers BoR Defined	14 th Day Fall 2010-11	14 th Day Fall 2011-2012
# of applications	2516	2,547
# of admits	1565	1,468
# enrolled	923	857
Transfers enrolled from LA Community Colleges	241	192
Transfer enrolled from LA 4-year universities	294	309
Re-Admits		
# of applications	709	738
# of admits	603	593
# enrolled	418	413

LSU A & M	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Undergraduate FTE	22,428	22,639
Undergraduate Headcount	23,686	23,980
Dual Enrollment	166	268
Student Credit Hours	388,288	391,216
Graduate Student Headcount	4710	4,604
Professional	375	401

LSU A & M	14 th Day Fall 2011
1 st to 2 nd Year Retention First Time Full Time Freshmen(Class 2010)	83.8%

LSU A & M	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Diversity-First Time Freshmen Headcount		
Male	2575	2,440
Female	2906	2,850
Nonresident Alien	84	51
Hispanic/Latino	243	266
American Indian or Alaska Native	18	15
Asian	160	152
Black or African American	570	599
Native Hawaiian or Other Pacific Islander	3	6
White	4258	4,074
Two or More Races	129	115
Nonreporting	16	12

LSU A & M	14 th Day Fall 2010-11	14 th Day Fall 2011-12
TOPS Scholarship		
Opportunity	5241	5,077
Performance	2915	3,115
Honors	3553	3,731
Tech		
Total	11,709	11,923

LSU A & M		
Graduate/Professional	14 th Day Fall 2010--11	14 th Day Fall 2011-2012
# of graduate applications	4789	4,726
# of admits	2123	1,892
# enrolled	1143	1,056
# of professional applications	674	702
# of admits	87	84
# enrolled	87	84

LSU A & M	New Freshmen Enrollment	ACT Composite	High School GPA
2011	5,290	25.4	3.35
2010	5,481	25.5	3.35
2009	4,789	25.5	3.36
2008	5,141	25.3	3.36

Paul M. Hebert Law Center:

Paul M. Hebert Law Center								
LSAT Score Range	Less than 140	141 to 150	151 to 155	156 to 160	161 to 165	166-170	171 to 180	Total
# of 1 st year Law applications	45	336	394	478	136	42	4	1,435
# of admits	0	41	87	325	129	41	4	627
# enrolled	0	24	37	136	35	5	1	238
# of 1st year Law applications from nonresidents								
# of admits	0	24	47	186	88	18	0	363
# enrolled	0	15	12	46	9	1	0	83
Transfers								
# of transfer applications	0	5	8	1	2	0	0	16
# of admits	0	0	3	0	0	0	0	3
# enrolled	0	0	2	0	0	0	0	2

LSAT Scores	25 th percentile	50th	75th	Grade Point Average	25 th percentile	50th	75th
2011	155	158	160	2011	3.10	3.39	3.66
2010	155	158	160	2010	3.14	3.38	3.60
2009	155	157	159	2009	3.22	3.44	3.66
2008	154	156	159	2008	3.24	3.51	3.75

Paul M. Hebert Law Center	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Diversity-First Year Law Students		
Male	135	122
Female	89	116
Nonresident Alien	3	1
Hispanic/Latino	10	17
American Indian or Alaska Native	2	0
Asian	5	5
Black or African American	30	34
Native Hawaiian or Other Pacific Islander		0
White	164	166
Two or More Races	3	6
Nonreporting	7	9

University of New Orleans:

University of New Orleans									
Composite ACT Score Range	No Scores	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Totals
Undergraduate									
First time freshmen BoR defined									
# of applications	825	10	134	684	938	568	191	6	3,356
# of admits	85	1	13	384	763	473	139	4	1,862
# enrolled	54	1	7	258	263	263	51	0	1,105
Number of first time freshmen nonresident applications									
Number nonresidents admitted	273	1	16	97	142	102	57	2	690
Number of nonresidents enrolled	18	0	1	40	83	69	31	1	243
	6	0	1	5	29	20	12	0	73

University of New Orleans		
Undergraduate		
Transfers BoR Defined	14 th Day Fall 2010-11	14 th Day Fall 2011-2012
# of applications	2293	2,270
# of admits	1336	1,338
# enrolled	864	900
Transfers enrolled from LA community colleges		
	249	271
Transfers enrolled from LA 4-year universities.		
	283	300
Re-Admits		
# of applications	1080	1,082
# of admits	877	898
# enrolled	496	474

University of New Orleans	Fall 2010 14 th day Enrollment	Fall 2011 14 th Day Enrollment
Undergraduate FTE	8605	8,442
Undergraduate Headcount	8284	8,162
Dual Enrollment	61	101
Student Credit Hours Undergrad/Grad	124,455	120,167
Graduate Headcount	2931	2,640

University of New Orleans	14 th Day Fall 2011
1 st to 2 nd Year Retention First time Full Time Freshmen (Class 2010)	67%

University of New Orleans	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Diversity-First Time Freshmen Headcount		
Male	527	565
Female	539	540
Nonresident Alien	23	26
Hispanic/Latino	37	117
American Indian or Alaska Native	3	3
Asian	44	95
Black or African American	88	245
Native Hawaiian or Other Pacific Islander	1	1
White	230	546
Two or More Races	0	49
Nonreporting	640	23

University of New Orleans		
TOPS Scholarship	14 th Day Fall 2010-11	14 th Day Fall 201-12
Opportunity	1080	1,022
Performance	363	386
Honors	233	216
National Guard		1
Total	1676	1,625

University of New Orleans		
Graduate	14 th Day Fall 2010-11	14 th Day Fall 2011-2012
# of Masters applications	1929	1,790
# admits	1215	1,071
# Enrolled	770	643
# of Doctoral applications	300	284
# admits	117	98
# enrolled	70	62

UNO	New Freshmen Enrollment	ACT Composite	High School GPA
2011	1,105	21.76	3.05
2010	1,066	22.23	3.06
2009	1,259	22.36	3.08
2008	1,246	22.13	3.10

LSU Eunice:

LSU Eunice								
Composite ACT Score Range	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
# of first time freshmen applications	9	126	377	252	62	7		1,328
# of students enrolled	6	86	255	188	45	4		729

LSU Eunice	14 th Day Fall 2011
1 st to 2 nd Year Retention First time Full time Freshmen(Class 2010)	46.5%

LSU Eunice	14 th Day Fall 2010	14 th Day Fall 2011
Undergraduate FTE	2643	2,396
Undergraduate Headcount	3431	2,982
Dual Enrollment	565	320
Student Credit Hours	31,718	28,751

LSU Eunice	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Diversity-First Time Freshmen Headcount		
Male	316	307
Female	531	494
Nonresident Alien	7	0
Hispanic/Latino	16	9
American Indian or Alaska Native	9	9
Asian	6	2
Black or African American	234	250
Native Hawaiian or Other Pacific Islander		0
White	550	514
Two or More Races	13	13
Nonreporting	7	4

LSU Eunice	14 th Day Fall 2010—11	14 th Day Fall 2011-12
TOPS Scholarship		
Opportunity	271	280
Performance	91	92
Honors	30	20
Tech	25	37
Total	417	429

Eunice	New Freshmen Enrollment	ACT Composite	High School GPA
2011	801	18.86	2.88
2010	847	18.81	2.87
2009	917	18.93	2.86
2008	839	18.80	2.87

LSU Alexandria:

LSU Alexandria								
Composite ACT Range	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
First time freshmen BoR Defined								
# of applications	7	48	228	221	72	14	0	869
# of students admitted	4	12	146	218	68	14	0	530
# of students enrolled	3	10	103	140	41	10	0	345

LSU Alexandria		
Transfers BoR Defined	14 th Day Fall 2010-11	14 th Day Fall 2011-12
# of applications	499	517
# admits	348	341
# enrolled	232	226
Re-Admits		
# of applications	376	335
# of admits	352	305
# enrolled	213	184

LSU Alexandria	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Undergraduate FTE	2035	1,982
Undergraduate Headcount	2667	2,613
Dual Enrollment	328	394
Student Credit Hours	26,743	26,050

LSU Alexandria	14 th Day Fall 2011
1 st to 2 nd Year Retention First time Full Time Freshmen(Class 2010)	56%

LSU Alexandria	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Diversity-First Time Freshmen Headcount		
Male	138	116
Female	236	229
Nonresident Alien	0	0
Hispanic/Latino	7	7
American Indian or Alaska Native	4	6
Asian	3	2
Black or African American	50	60
Native Hawaiian or Other Pacific Islander	0	0
White	303	262
Two or More Races	3	4
Nonreporting	4	4

LSU Alexandria	14 th Day Fall 2010-11	14 th Day Fall 2011-12
TOPS Scholarship		243
Opportunity	241	86
Performance	95	22
Honors	23	
Tech		
Total	359	351

Alexandria	New Freshmen Enrollment	ACT Composite	High School GPA
2011	345	20.5	3.107
2010	374	20.6	3.065
2009	376	20.8	3.086
2008	362	20.5	3.067

LSU Shreveport:

LSU Shreveport								
Composite ACT Score Range	01-12	13-15	16-19	20-23	24-27	28-32	33-36	Total
First time freshmen BoR Defined								
# of applications	4	25	114	242	110	33	1	529
# of students admitted	0	2	67	195	86	28	1	379
# enrolled	0	0	50	152	70	26	1	299

LSU Shreveport		
Undergraduate		
Transfers BoR Defined	14 th Day Fall 2010—11	14 th Day Fall 2011-2012
# of applications	673	1,028
# of admits	523	625
# enrolled	404	461
Transfers enrolled from LA community colleges	104	172
Transfers enrolled from LA 4-year universities	105	133
Re-Admits		
# of applications	430	411
# of admits	388	368
# enrolled	273	229

LSU Shreveport	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Undergraduate FTE	2780	2,816
Undergraduate Headcount	4058	4,134
Dual Enrollment	590	881
Student Credit Hours Undergrad/Grad	44,487	44,990
Graduate Student Headcount	446	428

LSU Shreveport	14 th Day Fall 2011
1 st to 2 nd Year Retention First time Full Time Freshmen(Class 2010)	65%

LSU Shreveport	14 th Day Enrollment Fall 2010	14 th Day Enrollment Fall 2011
Diversity-First Time Freshmen Headcount		
Male	146	146
Female	199	186
Nonresident Alien	8	8
Hispanic/Latino	14	12
American Indian or Alaska Native	6	3
Asian	8	5
Black or African American	66	65
Native Hawaiian or Other Pacific Islander	1	0
White	224	214
Two or More Races		0
Nonreporting	13	25

LSU Shreveport	14 th Day Fall 2010-11	14 th Day Fall 2011-12
TOPS Scholarship		
Opportunity	407	372
Performance	164	161
Honors	105	118
Tech		
Total	676	651

LSU Shreveport		
Graduate	14 th Day Fall 2010-11	14 th Day Fall 2011-2012
# of Masters applications	259	294
# of admits	253	272
# enrolled	131	125

Shreveport	New Freshmen Enrollment	ACT Composite	High School GPA
2011	332	22.3	3.26
2010	345	22.18	3.177
2009	360	22.3	3.197
2008	364	22.1	3.26



Academic and Student Affairs Agenda Item #2

REQUEST APPROVAL TO ESTABLISH A DOCTORATE OF NURSING PRACTICE DEGREE AT LSUHSC - NEW ORLEANS

To: Members of the Board of Supervisors

Date: October 21, 2011

1. Significant Board Matter

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

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

2. Summary of the Proposal

Background: This proposal is for the establishment of a Doctorate of Nursing Practice degree (DNP) at LSU Health Sciences Center-New Orleans School of Nursing. The DNP is a practice-focused doctoral nursing degree designed for nurses seeking careers in advanced clinical nursing practice and nurse executive ranks. The purpose of this program is to prepare advanced practice nurses to translate academic research, promote evidence based practice, and develop systems of care based on research utilization.

LSUHSC School of Nursing is the only school of nursing in Louisiana affiliated with a health sciences center which affords students unique opportunities for interprofessional education and research.

It is recognized that the growing complexity of health care, the rising need for health care services, the tremendous growth in scientific knowledge and the increasing use of technology, make it a challenge to adequately prepare present-day master's prepared advanced practice RN's and faculty. According to the American Association of Colleges of Nursing (AACN) and several national studies, there is a great need in the nursing workforce for nurses to be prepared at the doctoral level due to today's complex health care system. These reports recommend removing regulatory barriers to nursing practice, raising the educational level of the nursing workforce, enhancing nursing's leadership role in healthcare redesigning and strengthening data collection efforts.

DNP education emphasizes research application and utilization in clinical practice settings as well as interdisciplinary team building skills, organizational leadership and management development, utilization of information technology and quality improvement techniques, development and initiation of public policy, and the establishment of evidence-based practice. DNP education requires a transformational change in the education required for professional nurses and prepares them to practice at

the most advanced level of nursing. The goal of the DNP program is to prepare doctoral level nurses who possess these skills and are clinical experts in their field. The DNP graduate is expected to improve patient outcomes through the integration of evidence based practice into nursing practice.

LSUHSC School of Nursing is proposing three entry pathways for matriculating into the DNP program depending on students' educational background: 1) bachelor of science in nursing degree (BSN Entry), 2) post-masters in nursing degree, or 3) graduate entry for non-nursing, but nursing related, master's degree (e.g. Master of Science Nurse Anesthesia).

Need: The Louisiana State Board of Nursing (LSBN) Annual Report 2010 indicates that there are approximately 55,712 registered nurses licensed to practice in Louisiana; with 48,298 (87%) living in Louisiana. Only 5125 (9.2%) of the registered nurses in Louisiana hold a Masters degree in nursing as their highest educational credential, with 3,309 being licensed as advanced practice nurses, and only 1154 or 2.07% of RN's in Louisiana being certified registered nurse anesthetists (CRNAs). There are only 168 (.3%) doctorally prepared nurses in Louisiana.

Currently there are approximately 153 DNP programs enrolling students nationwide and more than 100 additional practice doctorate programs under development (AACN, 2010). The enrollment in these programs has grown by 35% in the past year with over 7000 students enrolled in DNP programs (AACN 2010). LSUHSC School of Nursing must obtain approval to award the DNP degree to remain competitive in the education of advanced practice nurses in Louisiana, meet national accreditation standards and meet the needs of its community of interest.

In Louisiana, the only DNP program currently offered is at Loyola University in New Orleans; however, a nurse anesthesia concentration is not available. Loyola accepted its first cohort of students in the summer of 2010.

LSUHSC School of Nursing proposes to transition all masters' level advanced practice nursing concentrations to the practice doctorate beginning with nurse anesthesia. The proposed DNP program will fulfill a major need at the local, state and national level for doctoral prepared CRNAs and other advanced practices nurses. The American Association of Nurse Anesthetists (AANA) is the only professional organization which has imposed a deadline for transition to the DNP for entry into practice for nurse anesthetists, however, other advanced practice nursing specialties are expected to follow suit and have endorsed the DNP degree. According to AANA, a nurse anesthesia program cannot enroll students after 2022 unless the program awards a doctoral degree. All nurse anesthesia students must graduate with a doctoral degree by 2025. **Therefore, it is imperative that LSUHSC-SON offer the DNP degree to continue enrollment in the nurse anesthesia program.**

The short-term plan for the DNP degree at LSUHSC SON is:

*Year one, begin the post-masters DNP program for nurse anesthetists as soon as possible,

*Year two, begin the BSN to DNP Entry level program for nurse anesthesia students and begin a post-masters DNP for the other advanced practice nursing concentrations.

The long term plan for the DNP degree at LSUHSC SON is:

*Year three, transition all current advanced practice nursing concentrations to BSN to DNP Entry level programs,

*Year four, develop a DNP to DNS program for DNP graduates seeking a research-focused doctoral degree.

Curriculum: The DNP curriculum will focus on translating academic research, evidence based practice, and developing systems of care based on research utilization. LSUHSC SON has identified program specific objectives that are consistent with the American Association of Colleges of Nursing's (AACN) requirements for DNP programs in nursing.

The proposed post-masters DNP nurse anesthesia concentration is 40 credit hours and will take four semesters full-time or seven semesters part-time to complete. The proposed BSN-Entry level DNP is a total of 146 credit hours which is 31 credit hours more than the current masters level nurse anesthesia program and will take nine semesters (continuous without breaks) to complete as compared to the current eight continuous semesters in the master's level nurse anesthesia program.

Students: AACN (2010) reports that in just 5 years, the number of schools offering the DNP has increased from 20 programs in 2006 to 153 programs in 2010, with another 106 programs in the planning stages. The enrollment in DNP programs grew by 35.3% in the previous year with over 7000 students now enrolled in DNP programs (AACN, 2010).

The Louisiana State Board of Nursing indicates in its 2010 Annual Report that 49.4% of the registered nurses in this state have a baccalaureate degree or higher. Hence, the program has a significant applicant pool from within the state. The Masters in Nursing, nurse anesthesia program, currently processes more than two applications for every available position. The primary focus of recruitment for the post-master's DNP program will be nurse anesthetists from Louisiana and alumni from the LSUHSC SON nurse anesthesia program. The primary focus of recruitment for the BSN to DNP Entry-level program will be registered nurses from Louisiana and LSUHSC SON alumni.

Currently there exists a pool of over 100 potential applicants who have inquired about the DNP program. A data base has been developed to record inquiries. These nurses will be notified when the program is approved. In addition, LSUHSC SON has graduated 303

Certified Registered Nurse Anesthetists since 2004. These nurse anesthesia alumni will be recruited for the post-master's DNP program. There are approximately 1154 CRNAs living in Louisiana and over 100 have expressed interest in the DNP degree.

Data on admission, enrollment and potential graduates for the first five years of the proposed program is based on the historical admission rates and data from the needs assessment survey and chief nurse executive focus group. The data from the Bureau of Health Professions assumes the need for advanced practice nurses is responsive to the same population trends that influence the demand for all registered nurses. The US Bureau of Labor Statistics (BLS) (2009) projected that more than 581,500 new RN positions will be created by 2018, which would increase the size of the RN workforce by 22%.

Student enrollment in the Post-master's DNP Program (24 months program) is anticipated to increase from 25 in Year 1 to a "steady-state" of 65 in year 5, with approximately 35 graduates per year.

Student enrollment in the BSN Entry-Level DNP Program (36 months program) is anticipated to be approximately 135 in Year 5, with approximately 45 graduates per year.

Faculty: The current faculty members in the School of Nursing graduate nursing program at LSUHSC School of Nursing are fully qualified to educate advanced practice nursing students at the doctoral level. The School of Nursing anticipates that current staffing levels, including adjunct and part time faculty, will be sufficient to initiate the program.

Learning Resources: The current learning resources are adequate for the DNP program.

Facilities: The current facilities in the School of Nursing are adequate to meet the needs of the new program.

3. Fiscal Note

The BSN-DNP Entry Level nurse anesthesia concentration tuition cost is estimated to be \$10,176.68 more than the total tuition for the master's level nurse anesthesia program which is \$37,752.00 (based on the current tuition cost per credit hour rate for the masters level nurse anesthesia program).

No additional state appropriations should be necessary during the first five years of the proposed program. Once the DNP program is approved, the School of Nursing will apply for a HRSA Advanced Nursing Education Grant and HRSA traineeship funding.

4. Review of Documents

The Letter of Intent for the Doctor of Nursing Practice program was approved by the LSU Board of Supervisors on April 24, 2008 and the Louisiana Board of Regents on February, 24, 2011.

This full proposal for a DNP program has been reviewed and approved by the appropriate faculty committees and administrators within the School of Nursing and the LSU Health Science Center and by the LSU System Executive Graduate Council.

5. Other

The full Proposal to establish a DNP is available for review in the LSU System Office of Academic Affairs.

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

Certification was provided by Chancellor Hollier.

RECOMMENDATION AND DRAFT RESOLUTION

The staff in the System Office of Academic Affairs recommends that the LSU Board of Supervisors approve the following resolution:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the proposed Doctorate of Nursing Practice at the LSU Health Sciences Center in New Orleans School of Nursing, subject to approval by the Board of Regents.”

III. FINANCE, INFRASTRUCTURE, AND CORE DEVELOPMENT COMMITTEE

Mr. Alvin E. Kimble, Chair

Mr. Anthony G. "Tony" Falterman, Vice Chair

Mr. Ronald R. Anderson

Mr. R. Blake Chatelain

Dr. John F. George

Mr. Raymond J. Lasseigne

Mr. Roderick K. "Rod" West

Mr. Robert "Bobby" Yarborough

AGENDA

1. Consideration of the 2012-13 Budget Request Process
2. Authorization of President to Approve Requested Campus Base Level Autonomies Eligible under the GRAD Act



Consideration of the 2012-13 Budget Request Process

To: Members of the Board of Supervisors

Date: October 21, 2011

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Significant Board Matter

This is a “significant board matter” pursuant to Board Bylaws Article VII, section 8:

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

2. Summary of the Matter

Each year a budget request that details the needs of the campuses of the LSU System for the upcoming fiscal year is completed. The budget request for formula campuses is prepared under instructions issued by the Board of Regents in which modifications are made to pre-existing operating budget forms. Officially, the total budget request for state funds for formula campuses is submitted by the Board of Regents’ recommendation, which traditionally requests full funding of the formula for higher education. This Board of Regents recommendation is due to the Division of Administration by November 1st of each year.

In addition, the Division of Administration’s higher education budget manager asks that formula campuses submit information on operational or expanded need activities that the campuses would like to see funded. It should be clearly understood, however that the submission of these operational or expanded need items is not part of the “official” budget request, and is only done so at the request of the higher education budget manger, an employee of the Division of Administration. The due date of these items to the Division of Administration is November 1st as well.

The Pennington Biomedical Research Center, the LSU Health Care Services Division, and the LSU System Office are not considered formula campuses and must prepare budget requests using standard budget forms issued by the Division of Administration. Unlike the formula campuses, requests for specific operational or expanded needs prepared by these non-formula campuses would be considered a part of their official request, and can be found in Attachment A.

3. Review of Documents Related to Referenced Matter

The campuses have or will soon submit their 2012-13 budget requests in the format required by the Division of Administration and in accordance with the requests of the Board of Regents.

ATTACHMENTS

Attachment A - FY 2012-2013 Operational or Expanded Need Requests from Pennington Biomedical Research Center and the Health Care Services Division
(provided under separate cover)

RECOMMENDATION

It is recommended that the Board consider the resolution set forth below.

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 to review, approve, and submit to the Board of Regents and the Division of Administration the budget request for the year ending June 30, 2013, based on the requests of the respective campuses;

BE IT FURTHER RESOLVED that the Board does hereby grant the authority to the President to approve the proposed requests for operational or expanded need activities, based on the information to be provided by the respective campuses by November 1st in response to the request by the higher education budget manager of the state Division of Administration, which requests are incorporated herein by reference; and

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

BE IT FURTHER RESOLVED that the Board does hereby grant the President express authority to present to the Division of Administration any items requested for the FY 2012-2013 operating budget request by the November 1st deadline.

BE IT FURTHER RESOLVED that each LSU entity and hospital shall continue to provide quarterly financial reports for the year ending June 30, 2013, in the format set forth in the Resolution adopted by the Board on August 27, 2009, or in such other format as may be established by the President.



Authorization of President to Approve Requested Campus Base Level Autonomies Eligible under the GRAD Act

To: Members of the Board of Supervisors

Date: October 21, 2011

Pursuant to paragraph D. of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Significant Board Matter

This is a “significant board matter” pursuant to Board Bylaws Article VII, section 8:

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

2. Summary of the Matter

Act 418 of the 2011 Regular Session of the Louisiana Legislature, entitled the Louisiana Granting Resources and Autonomy for Diplomas Act (GRAD Act 2.0) was passed to support the state’s public postsecondary education institutions in remaining competitive and increasing their overall effectiveness and efficiency by providing that the institutions achieve specific, measurable performance objectives aimed at improving college completion and at meeting the state’s current and future workforce and economic development needs by granting the institutions limited operational autonomy and flexibility in exchange for achieving such objectives.

The autonomies available fall into three categories with differing eligibility requirements that institutions must meet to avail themselves of each level. The first level is the base level and is provided to those institutions that have met the short-term targets established in the performance agreements with the Board of Regents and have been certified by the institution’s board and the Division of Administration as possessing the capacity relevant to the autonomy requested. The intermediate level autonomies are available to those institutions that have, in addition to meeting the GRAD Act short term goals, met the Board of Regents’ requirements for significantly streamlining academic service delivery to students to meet regional workforce needs. The high level autonomies are available to institutions that have a one hundred fifty percent of normal time Integrated Postsecondary Education Data System graduation rate within five percent of the average graduation rate for its classification according to the Southern Regional Education Board (SREB). Certification of the institutions capacity to administer the autonomies must be certified by the institution’s board, the Board of Regents and the Division of Administration.

The base level autonomies available are as follows:

- Authority to retain any funds which remain unexpended and unobligated at the end of a fiscal year.
- Authority to execute contracts up to a value of forty-nine thousand nine hundred and ninety-nine dollars within a twelve month period without further Office of Contractual Review approval.
- Authority to identify and dispose of obsolete equipment without further Louisiana Property Assistance Agency (LPAA) approval.

- Authority to be excluded from oversight or review by the Office of Information Technology for purchases with an academic, research, or classroom instructional purpose.
- Authority to exclude from its table of organization any position that is fully funded by non- appropriated funds.

The intermediate level autonomies available are as follows:

- All of the base level autonomies.
- Authority to procure materials, supplies, equipment, and services through any purchasing agreements established by a not for profit cooperative buying organization located in the United States.
- Authority to directly administer minor facility capital outlay projects without oversight or control by the Division of Administration Office of Facility Planning and Control.
- Authority to join an existing cooperative purchasing agreement.
- Authority to use reverse auctions
- Authority for the Director of Purchasing at a college or university to make a determination to use a competitive request for proposal process without the further approval of the Commissioner of Administration or the Director of State Purchasing.

The high level autonomies available are as follows:

- All of the base and intermediate level autonomies.
- Authority to participate in a pilot procurement code as established by the initial qualifying institution to be in place for an initial period of three years and approved by the Division of Administration.
- Exemption from participation in the State's risk management program.
Authority to invest funds in tax exempt bonds and other taxable governmental bond issued by any state or a political subdivision or public corporation of any state, provided that such bonds are rated by a nationally recognized rating agency as investment grade.

Pursuant to notification from the Board of Regents, for the FY 2011-2012, all institutions of the LSU System that are subject to the GRAD Act have met the eligibility requirements to pursue the base level autonomies that the management board and the Division of Administration deems appropriate. In addition, the System has been notified by the Board of Regents that the LSU A&M main campus is eligible to pursue the high level autonomies that the management board and other regulatory entities deem appropriate. A decision on the eligibility for the intermediate level autonomies has not been made by the Board of Regents at this time.

3. Review of Documents Related to Referenced Matter

GRAD Act Legislation and base level autonomy guidelines have been reviewed by the appropriate System Staff.

ATTACHMENTS

1. Act 418 of the 2011 Regular Session
2. Letter from Board of Regents certifying GRAD Act designations for base level eligibility
3. Guidelines for Division of Administration approval of base level autonomies

RECOMMENDATION

It is recommended that the Board consider the resolution set forth below.

RESOLUTION

WHEREAS, in accordance with Act 741 of the 2010 Regular Session and Act 418 of the 2011 Regular Session of the Louisiana Legislature, entitled the Louisiana Granting Resources and Autonomy for Diplomas Act (GRAD Act and GRAD Act 2.0), the LSU Board of Supervisors and its institutions entered into six-year agreements with the Board of Regents; and

WHEREAS, section III C (9) of the agreement by and between the LSU Board of Supervisors, for its institutions, and the Board of Regents provides that the Board of Supervisors shall certify annually, through formal Board action, the *operational autonomies the institution is capable of continuing to successfully manage*; and

WHEREAS, Guidelines for DOA approval of the LA Grad Act base level autonomies envision the Board of Supervisors determining the appropriateness of the various base level autonomies available to the institutions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the Board delegates to its President, Dr. John V. Lombardi, the authority to approve participation by any eligible LSU System campus or institution in the various base level autonomies provided in the LA Grad Act and the authority to certify the campus' or institution's capability of successfully managing those autonomies.

BE IT FURTHER RESOLVED that the Board of Supervisors recognizes the authority of the President to take all steps necessary and appropriate to effectuate the certification and implementation of the base level autonomies at qualifying LSU System campuses and institutions.

ACT No. 418

Regular Session, 2011

HOUSE BILL NO. 549

BY REPRESENTATIVES TUCKER, ANDERS, ARNOLD, BOBBY BADON, BURFORD, HENRY BURNS, CARMODY, CARTER, CHANDLER, CHANEY, CONNICK, DOVE, DOWNS, EDWARDS, FOIL, GREENE, GUILLORY, HARDY, HARRISON, HOFFMANN, HUTTER, KATZ, LIGI, LITTLE, LOPINTO, LORUSSO, NOWLIN, PEARSON, PONTI, PUGH, RICHARD, RICHARDSON, SCHRODER, SEABAUGH, SMILEY, GARY SMITH, JANE SMITH, ST. GERMAIN, TALBOT, TEMPLET, THIBAUT, AND WILLIAMS AND SENATORS NEVERS AND THOMPSON

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

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AN ACT

To amend and reenact R.S. 17:3139(B), (C)(3)(a) and (5)(introductory paragraph) and (i), (D), (F)(introductory paragraph), (4), (5), and (6), and (G)(1), (2)(introductory paragraph) and (iii), and (3)(introductory paragraph), and 3386(E), and to enact R.S. 17:3139(C)(1)(e) and (5)(j) and (k), and (G)(4), relative to the Louisiana Granting Resources and Autonomy for Diplomas Act; to provide for additional operational autonomies to be granted to public postsecondary education institutions, including but not limited to authority and exemptions relative to budgetary management, capital outlay, risk management, and procurement; to provide relative to legislative review and approval of the granting of certain autonomies; to provide relative to required reporting by public postsecondary education institutions and certain cost data to be included in such reports; to provide relative to renewal periods of institutions' performance agreements by the Board of Regents; to provide relative to the termination of autonomies in certain circumstances; to require achievement of certain standards for retention of first-year students; to require the Board of Regents to report on the standardization of student tracking and records systems and the performance of institutions relative thereto; to provide relative to the retention of certain unused funds by certain institutions; to direct the Louisiana State Law

1 Institute to redesignate certain statutory provisions; to provide for applicability; to
2 provide for an effective date; and to provide for related matters.

3 Be it enacted by the Legislature of Louisiana:

4 Section 1. R.S. 17:3139(B), (C)(3)(a) and (5)(introductory paragraph) and (i), (D),
5 (F)(introductory paragraph), (4), (5), and (6), and (G)(1), (2)(introductory paragraph) and
6 (iii), and (3)(introductory paragraph), and 3386(E) are hereby amended and reenacted and
7 R.S. 17:3139(C)(1)(e) and (5)(j) and (k), and (G)(4) are hereby enacted to read as follows:

8 §3139. Louisiana Granting Resources and Autonomy for Diplomas Act; purpose;
9 agreements; monitoring and renewal; reporting

10 * * *

11 B. Purpose. The purpose of this Section is to support the state's public
12 postsecondary education institutions in remaining competitive and increasing their
13 overall effectiveness and efficiency by ~~providing~~ requiring that the institutions
14 achieve specific, measurable performance objectives aimed at improving college
15 completion and at meeting the state's current and future workforce and economic
16 development needs, by improving the quality and type of data available on these
17 objectives and institutions' respective progress towards them, and by granting the
18 institutions limited operational autonomy and flexibility in exchange for achieving
19 such objectives.

20 C. Performance agreements; objectives. Effective beginning with the 2011
21 Fiscal Year, any public postsecondary education institution, including professional
22 schools, may enter into an initial performance agreement with the Board of Regents
23 in order to be granted limited operational autonomy and flexibility as provided in
24 Subsection F of this Section in exchange for committing to meet established targets
25 for the following performance objectives as applicable to the institution as
26 determined by the Board of Regents:

27 (1)

28 * * *

29 (e) For the purposes of this Section, successful attainment of the student
30 success objectives shall be required for determination by the Board of Regents that

1 an institution has met the short-term targets of the performance agreement as
2 provided in this Subsection. An institution which has failed to meet its
3 same-institution graduation rate, program completer, and retention rate targets, as
4 appropriate for the mission of the institution, shall not be deemed by the Board of
5 Regents to have met the requirements of its performance agreement for the year.

6 * * *

7 (3) Workforce and economic development. (a) Eliminate academic program
8 offerings that have low student completer rates as identified by the Board of Regents
9 or are not aligned with current or strategic workforce needs of the state, region, or
10 both as identified by the Louisiana Workforce Commission and Louisiana Economic
11 Development.

12 * * *

13 (5) ~~Submit a report to the Board of Regents, the legislative auditor, and the~~
14 ~~legislature containing certain organizational data, including but not limited to the~~
15 ~~following:~~ Each institution annually shall submit a report to the Board of Regents,
16 which shall publish the report on its website, the legislative auditor, the legislature,
17 and the division of administration containing certain organizational data, including
18 but not limited to the following:

19 * * *

- 20 (i) A cost performance analysis to include by institution:
- 21 (i) Total operating budget by function, amount, and percent of total, reported
22 in a manner consistent with the National Association of College and University
23 Business Officers guidelines.
- 24 (ii) Average yearly cost of attendance as reported to the United States
25 Department of Education.
- 26 (iii) Average time to degree for completion of academic programs at all
27 levels.
- 28 (iv) Average cost per degree awarded by degree level.
- 29 (v) Average cost per non-completer by degree program entered.
- 30 (j) All expenditures of the institution for that year.

1 (k) Any additional data requested by the speaker of the House of
2 Representatives or the president of the Senate.

3 * * *

4 D. Annual review; revocation; modifications. (1) The initial performance
5 agreement and each subsequent agreement shall be a six-year agreement and shall
6 be reviewed annually by the Board of Regents. The Board of Regents may revoke
7 an agreement at any time if it determines that an institution has failed to abide by the
8 terms of the agreement.

9 (2) The Board of Regents may ~~modify~~ lower the established targets for
10 performance objectives contained in an institution's performance agreement only in
11 the event extraordinary circumstances prevent the institution from meeting such
12 targets. Such modifications shall be subject to approval by the Joint Legislative
13 Committee on the Budget. The Board of Regents, in consultation with the institution
14 and its management board, may raise, at the time of the annual review, the
15 established targets for performance objectives contained in an institution's
16 performance agreement to continue institutional progress and shall notify the House
17 Committee on Education and the Senate Committee on Education, in writing, of any
18 such increases.

19 * * *

20 F. Autonomies granted. ~~Each~~ Notwithstanding any other provision of law to
21 the contrary, each institution that enters into a performance agreement ~~as provided~~
22 ~~in this Section shall be granted the following:~~ shall be granted the authorities and
23 autonomies as provided in this Subsection. However, nothing herein shall suspend
24 the requirements of R.S. 39:1593.1.

25 * * *

26 (4) ~~A base level of operational autonomy as determined by the Board of~~
27 ~~Regents subject to the approval by the division of administration which, at a~~
28 ~~minimum, shall include greater flexibility in:~~

29 (a) ~~Carrying forward unexpended and unobligated funds from one fiscal year~~
30 ~~to the next:~~

- 1 (b) Procuring information technology products and services.
- 2 (c) Adhering to state travel regulations.
- 3 ~~(5) The Board of Regents, in collaboration with the division of~~
4 ~~administration, shall identify additional operational autonomies, including but not~~
5 ~~limited to exceptions from procurement and construction regulations. However, no~~
6 ~~exception from any provision of the Louisiana Procurement Code or from Chapter~~
7 ~~10 of Title 38 of the Louisiana Revised Statutes of 1950 shall be granted, and, unless~~
8 ~~specifically authorized by the legislature, no design-build contract shall be~~
9 ~~authorized pursuant to this Paragraph. The Board of Regents may grant such~~
10 ~~autonomies to an institution during the initial agreement period if all of the following~~
11 ~~are met:~~
- 12 ~~(a) After three years, the institution has achieved a sufficient number of the~~
13 ~~performance objectives provided in Subsection C of this Section as determined by~~
14 ~~the Board of Regents:~~
- 15 ~~(b) The institution has demonstrated the ability to successfully operate with~~
16 ~~the base levels of autonomies granted by this Section as determined by the Board of~~
17 ~~Regents:~~
- 18 ~~(6)~~ (4) Each postsecondary education management board shall establish
19 criteria for waiving any tuition or mandatory fee increase as authorized in this
20 Subsection in cases of financial hardship. Information relative to such waivers and
21 the criteria and procedures for obtaining a waiver shall be made available to all
22 prospective students in a timely manner such that each student is informed of the
23 availability of a waiver prior to the student making a final decision concerning
24 attendance at any public institution of postsecondary education.
- 25 (5) Operational autonomies. (a) Base level. Notwithstanding any provision
26 of law to the contrary, any institution that is determined by the Board of Regents to
27 have met the short-term targets established in the performance agreement may be
28 granted the autonomies as provided in this Subparagraph; however, no institution
29 shall be granted such an autonomy until after the division of administration
30 determines that for the following year the institution possesses the capacity relevant

1 to the autonomy including, at a minimum, a review of the most recent fiscal audit by
2 the legislative auditor.

3 (i) Authority to retain any funds which remain unexpended and unobligated
4 at the end of the fiscal year for use at the institution's discretion pursuant to R.S.
5 17:3386, and subject to the prior review and approval of the Joint Legislative
6 Committee on the Budget.

7 (ii) Authority to execute contracts up to a value of forty-nine thousand nine
8 hundred ninety-nine dollars within a twelve-month period in accordance with the
9 delegation of authority by the office of contractual review pursuant to R.S. 39:1488.

10 (iii) Authority to identify and dispose of obsolete equipment, excluding
11 vehicles and items deemed by federal law to be of a dangerous nature, up to an
12 original acquisition value of five thousand dollars.

13 (iv) Authority to be excluded from oversight or review by the office of
14 information technology, as provided in R.S. 39:15.3, for purchases with an academic
15 research or classroom instructional purpose.

16 (v) Authority to exclude from its table of organization any position that is
17 fully funded by nonappropriated funds.

18 (b) Intermediate level. Notwithstanding any provision of law to the contrary
19 and in addition to the base level autonomies granted pursuant to Subparagraph (a)
20 of this Paragraph, any institution that is determined by the Board of Regents to have
21 met the short-term targets established in the performance agreement may be granted
22 the autonomies as provided in this Subparagraph; however, no institution shall be
23 granted such an autonomy until after the division of administration determines that
24 for the following year the institution possesses the capacity relevant to the autonomy
25 including, at a minimum, a review of the most recent fiscal audit by the legislative
26 auditor, and the institution has met the Board of Regents' requirements for
27 significantly streamlining its academic service delivery to students to meet regional
28 workforce needs as provided in Item (vi) of this Subparagraph. Any autonomy
29 granted pursuant to this Subparagraph shall be subject to the prior review and
30 approval of the Joint Legislative Committee on the Budget.

1 (i) Notwithstanding the provisions of R.S. 39:1702, authority to procure
2 materials, supplies, equipment, and services through any purchasing agreements
3 established by a not-for-profit cooperative buying organization located in the United
4 States, if such purchasing agreements have been established pursuant to a
5 competitive bid proposal process. Prior to joining a not-for-profit cooperative
6 buying organization, the institution shall publish a notice of intent to join such not-
7 for-profit cooperative buying organization in the official journal of the state and of
8 the parish in which the institution is located. Prior to entering any purchasing
9 agreement with a not-for-profit cooperative buying organization, the institution shall
10 publish a notice of intent to enter such purchasing agreement through a centralized,
11 electronic, interactive environment administered by the division of administration
12 as provided in R.S. 39:1593 and on the institution's website and shall allow fifteen
13 days for interested vendors to submit proposals for the materials, supplies,
14 equipment, or services. The proposals submitted by interested vendors shall adhere
15 to the request for proposal or solicitation issued by the cooperative buying
16 organization. The institution shall review the proposals submitted by interested
17 vendors and compare the proposals to the cooperative buying organization agreement
18 to determine the lowest responsive and responsible vendor. The institution shall
19 utilize the lowest responsive and responsible vendor for the procurement. For
20 purposes of this Item, lowest responsive and responsible bidder shall be defined as
21 set forth in R.S. 39:1591.

22 (ii) Authority to directly administer minor facility capital outlay projects
23 without oversight or control by the office of facility planning and control. For
24 purposes of this Item, minor facilities projects shall mean, in addition to the authority
25 provided in R.S. 39:128, those that do not require the use of and coordination
26 between more than two trades or that do not require the use of the professional
27 services of an architect or engineer pursuant to the provisions of R.S. 39:1482 and
28 1484.

29 (iii) Authority to join an existing cooperative purchasing agreement in
30 accordance with R.S. 39:1702 and Item (i) of this Subparagraph. Prior to joining a

1 not-for-profit cooperative buying organization, the institution shall publish a notice
2 of intent to join such not-for-profit cooperative buying organization in the official
3 journal of the state and of the parish in which the institution is located. Prior to
4 entering any purchasing agreement with a not-for-profit cooperative buying
5 organization, the institution shall publish a notice of intent to enter such purchasing
6 agreement through a centralized, electronic, interactive environment administered
7 by the division of administration as provided in R.S. 39:1593 and on the institution's
8 website and shall allow fifteen days for interested vendors to submit proposals for
9 the materials, supplies, equipment, or services. The proposals submitted by
10 interested vendors shall adhere to the request for proposal or solicitation issued by
11 the cooperative buying organization. The institution shall review the proposals
12 submitted by interested vendors and compare the proposals to the cooperative buying
13 organization agreement to determine the lowest responsive and responsible vendor.
14 The institution shall utilize the lowest responsive and responsible vendor for the
15 procurement. For purposes of this Item, lowest responsive and responsible bidder
16 shall be defined as set forth in R.S. 39:1591.

17 (iv) Authority to use reverse auctions. For purposes of this Item, reverse
18 auction means a competitive online solicitation process on the Internet for products,
19 supplies, services, and other materials in which vendors compete against each other
20 in real time in an open and interactive environment.

21 (v) Authority for the director of purchasing at a college or university to make
22 a determination to use a competitive request for proposal process as provided in R.S.
23 39:1593(C) without the approval of the commissioner of administration or the
24 director of state purchasing.

25 (vi) For purposes of this Subparagraph, for an institution to meet the
26 requirement of significantly streamlining academic service delivery, the institution
27 shall have acted on at least two items from a list approved by the Board of Regents,
28 which shall include the following:

29 (aa) The review of all of its programs and academic offerings and
30 appropriate action to improve those programs and academic offerings through

1 modification, consolidation, or elimination, including consideration of online
2 delivery of academic offerings to meet workforce needs and maximize resources.

3 (bb) The review and streamlining of all course offerings to align with
4 program requirements and facilitate on-time graduation.

5 (cc) If a two-year institution, the review of nonacademic programs and
6 degrees and appropriate action to improve such programs and degrees through
7 modification, consolidation, or elimination, including consideration of online
8 delivery of academic offerings.

9 (dd) If a four-year institution, raised the minimum composite score on the
10 American College Test required for admission to at least two points higher than the
11 Board of Regents baseline appropriate for its type of institution. This requirement
12 shall be notwithstanding a student's grade point average. Opting not to participate
13 in this requirement shall not preclude an institution from implementing minimum
14 admission standards in accordance with Board of Regents policy.

15 (c) High level. Notwithstanding any provision of law to the contrary and in
16 addition to the base level and intermediate level autonomies granted pursuant to
17 Subparagraphs (a) and (b) of this Paragraph, any institution that is determined by the
18 Board of Regents to have met the short-term targets established in the performance
19 agreement may be granted the autonomies as provided in this Subparagraph;
20 however, no institution shall be granted such an autonomy until after the division of
21 administration determines that for the following year the institution possesses the
22 capacity relevant to the autonomy including, at a minimum, a review of the most
23 recent fiscal audit by the legislative auditor and has a one hundred fifty percent of
24 normal-time Integrated Postsecondary Education Data System graduation rate within
25 five percent of the average graduation rate for its classification according to the
26 Southern Regional Education Board.

27 (i) Authority to participate in a pilot procurement code as established by the
28 initial qualifying institution to be in place for an initial period of three years and
29 approved by the division of administration. The initial qualifying institution shall
30 establish any pilot procurement code pursuant to rules and regulations adopted in

1 accordance with the Administrative Procedure Act. An institution granted this
2 autonomy may use this pilot procurement code in lieu of the Louisiana Procurement
3 Code as provided in R.S. 39:15.3, 196 through 200, 1481 through 1526, and 1551
4 through 1755, subject to the prior review and approval of the Joint Legislative
5 Committee on the Budget.

6 (ii)(aa) Exemption from participation in the state's risk management program
7 established by R.S. 39:1527 et seq. and administered by the office of risk
8 management, pursuant to a phased-in plan of implementation as determined by the
9 institution in collaboration with the attorney general and the division of
10 administration, subject to the prior review and approval of the Joint Legislative
11 Committee on the Budget. This exemption shall not include the coverage provided
12 by the state's risk management program pursuant to R.S. 40:1299.39.

13 (bb) Nothing in this exemption shall abrogate, amend, or alter the authority
14 of the attorney general or the Department of Justice under Article IV, Sections 1 and
15 8 of the Constitution of Louisiana or any other provision of law to represent the state
16 and all departments and agencies of state government in all litigation arising out of
17 or involving tort or contract. Any institution that is granted an exemption under this
18 Item shall enter into an interagency agreement with the attorney general and pay the
19 attorney general reasonable attorney fees and expenses incurred in representing the
20 institution.

21 (cc) Nothing in this Item shall be construed as creating any independent or
22 separate cause of action against the state. The state shall continue to be sued only
23 through the exempt institution's management board and cannot be sued in addition
24 to or separately from the exempt institution's management board in any cause of
25 action asserted against the exempt institution. Neither the state nor the office of risk
26 management shall be responsible for payment of any judgment against the exempt
27 institution's management board. The state's obligation to indemnify a covered
28 individual as provided in R.S. 13:5108.1 shall not be performed by the office of risk
29 management.

1 (dd) Any contract between the exempt institution's management board and
2 its insurer shall name the state as an additional insured. Any provision in any
3 contract between the exempt institution's management board and its insurer that
4 conflicts with the provisions of this Section shall be deemed null and void.

5 (ee) Nothing in this Item shall be construed to adversely affect any of the
6 substantive and procedural provisions and limitations applicable to actions against
7 the state, including but not limited to the provisions of R.S. 13:5106, 5107, 5108, 1,
8 and 5112, and R.S. 9:2800 which would continue to apply equally to any exempted
9 institution. Those provisions that will not apply are those that are specifically
10 excluded in this Section. Upon transfer of each line of coverage to the exempted
11 institution under this Section, the provisions of R.S. 39:1527 et seq., as well as the
12 provisions of R.S. 13:5106(B)(3)(c), shall not apply to the line of coverage so
13 transferred, nor to any claims asserted against the exempted institution within the
14 transferred line of coverage.

15 (iii) Notwithstanding the provisions of R.S. 39:113, authority to administer
16 all facilities projects funded with self-generated revenue, federal funds, donations,
17 grants, or revenue bonds, including all projects falling under R.S. 39:128; however,
18 excluding those projects falling under R.S. 39:128, these projects shall not be
19 exempted from the capital outlay budget or any requirements as pertains thereto.

20 (iv) Authority to invest funds as defined by R.S. 49:327(C), in addition to
21 those instruments laid out in R.S. 49:327(B)(1), in tax exempt bonds and other
22 taxable governmental bonds issued by any state or a political subdivision or public
23 corporation of any state, provided that such bonds are rated by a nationally
24 recognized rating agency as investment grade. The investment policy governing
25 such investment as defined by R.S. 49:327(C)(1)(b) shall define the allocation of
26 funds among instruments and the term of maturity of the instruments, subject to the
27 prior review and approval of the investment advisory committee. If an institution
28 pursuant to the Board of Regents' annual review is either no longer meeting its
29 short-term targets or is determined by the division of administration to no longer
30 possess the capacity relevant to this autonomy, or both, authority to invest additional

1 funds shall be limited to those instruments defined by R.S. 49:327(B)(1) and (C), and
2 shall exclude further investments in tax exempt bonds and other taxable government
3 bonds issued by any state or a political subdivision or public corporation of any state.

4 (6)(a) Any operational autonomies granted to an institution pursuant to this
5 Subsection shall terminate immediately upon revocation of the institution's six-year
6 performance agreement by the Board of Regents. The Board of Regents shall notify
7 the Joint Legislative Committee on the Budget of any such revocation of a
8 performance agreement.

9 (b) Any operational autonomy granted to an institution pursuant to this
10 Subsection shall terminate immediately upon determination by the division of
11 administration that an institution has failed to maintain the operational capacity
12 relevant to that autonomy. The division of administration shall notify the Joint
13 Legislative Committee on the Budget of any institution's failure to maintain the
14 operational capacity relevant to any previously granted operational autonomy.

15 G. Monitoring; reporting; renewal. (1) The Board of Regents annually shall
16 monitor and report to the legislature and the governor on each participating
17 institution's progress in meeting the established targets for performance objectives
18 as specified in Subsection C of this Section. At the end of the ~~initial agreement~~
19 ~~period~~ first six years and each subsequent ~~agreement~~ six-year period, the Board of
20 Regents shall determine whether to recommend renewal of an institution's
21 performance agreement subject to the approval of the Joint Legislative Committee
22 on the Budget. Such determination shall be based on the recommendations of a
23 review panel established by the Board of Regents to conduct a comprehensive review
24 and evaluation of the institution's progress in meeting the performance objectives.
25 The composition of the review panel shall be the same as is provided in R.S.
26 17:3138(C) with the addition of two representatives from the business community,
27 who each possess a postsecondary degree, one recommended by the speaker of the
28 House of Representatives and one recommended by the president of the Senate.

1 (2) If an institution's initial performance agreement is renewed ~~for a second~~
2 ~~six-year period; after six years~~, the institution in exchange shall:

3 * * *

4 (iii) A graduation rate of at least fifty percent for any institution classified
5 as a "Four-Year 3", "Four-Year 4", ~~or "Four-Year 5"~~, or "Four-Year 6" institution by
6 the Southern Regional Education Board.

7 * * *

8 (3) If an institution's performance agreement is renewed ~~for subsequent~~
9 ~~periods following the first renewal period; after six years~~, the institution in exchange
10 shall:

11 * * *

12 (4) The Board of Regents shall inventory all institutional student records
13 systems and recommend a plan to standardize and integrate such systems to include
14 student transcript analysis and degree auditing components. This system shall
15 include all undergraduate students and at a minimum and by student, the number of
16 course credits earned, the number of course credits needed for degree completion,
17 a time line for successful degree completion that shows if the student is behind, on
18 track, or ahead, and course credits needed as determined by the student's declared
19 area of concentration. The Board of Regents shall report on the progress of such
20 standardization to the legislature and the division of administration sixty days prior
21 to the 2012 Regular Session of the Legislature of Louisiana and annually thereafter
22 on the performance of qualifying institutions at achieving on-time graduation based
23 on the student tracking and records system. The report shall be posted on the Board
24 of Regents' website and shall be made easily accessible to the public.

25 * * *

26 §3386. Surplus funds; retention; use; exceptions

27 * * *

28 E. ~~The provisions of this Section requiring at least fifty percent of retained~~
29 ~~funds to be maintained in a reserve fund and used only for preventative maintenance~~
30 ~~purposes and prohibiting more than two percent of certain state general fund~~

1 ~~appropriations or allocations from being carried forward shall not apply to any public~~
2 ~~postsecondary education institution entering into a~~ Notwithstanding any provision
3 ~~of law to the contrary, an institution that is determined by the Board of Regents to~~
4 ~~have met the short-term targets established in the performance agreement entered~~
5 ~~into pursuant to R.S. 17:3139 if the agreement so provides;~~ may retain any funds
6 appropriated or allocated to such college, university, or consortium thereof,
7 excluding those as specified in Subsection C of this Section, which remain
8 unexpended and unobligated at the end of the fiscal year, in accordance with R.S.
9 17:3139(F)(5)(a)(i) and such funds shall be used at the institution's discretion.

10 Section 2. The Louisiana State Law Institute is hereby directed to designate Sections
11 3121 through 3138 of Chapter 24 of Title 17 of the Louisiana Revised Statutes of 1950 as
12 "Part I. General Provisions" and Section 3139 of Chapter 24 of Title 17 of the Louisiana
13 Revised Statutes of 1950 as "Part II. Louisiana Granting Resources and Autonomy for
14 Diplomas Act". The institute generally shall designate each Subsection in R.S. 17:3139 as
15 a Section in Part II of Chapter 24 and make appropriate adjustments to designations and
16 citations throughout.

17 Section 3. This Act shall become effective upon signature by the governor or, if not
18 signed by the governor, upon expiration of the time for bills to become law without signature
19 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
20 vetoed by the governor and subsequently approved by the legislature, this Act shall become
21 effective on the day following such approval.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

Attachment 2

Robert W. Levy
Chair

Mary Ellen Roy
Vice Chair

Charlotte A. Bollinger
Secretary

James E. Purcell
Commissioner of
Higher Education



J. Scott Ballard
Robert J. Bruno
Maurice C. Durbin
Joseph P. Farr
Chris D. Gorman
Donna G. Klein
W. Clinton Rasberry, Jr.
Albert D. Sam II
Victor T. Stelly
Harold M. Stokes
Joseph C. Willey
John D. Mineo IV, Student

BOARD OF REGENTS

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June 29, 2011

Dr. John Lombardi
President
Louisiana State University System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

Dear Dr. Lombardi:

At its meeting on June 23, 2011, the Board of Regents approved the GRAD Act 2010-11 institution annual designations for 2011-12 status, thereby allowing the institutions, as appropriate to their designations, to implement the tuition authority and pursue the operational autonomies outlined in the GRAD Act legislation.

Attached are the annual designations for the institutions in your system.

We appreciate the work undertaken by staff at both the system and institutions in this first year of the GRAD Act.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Purcell". The signature is stylized and cursive.

Jim Purcell, Ed.D.
Commissioner of Higher Education

JP:TH:chb

Attachment

GRAD Act Annual Evaluation – Year 1

Annual Designation for: Louisiana State University System

Institution	Annual Evaluation Designation
Louisiana State University A&M	Green
Louisiana State University Alexandria	Green
Louisiana State University Eunice	Green
Louisiana State University Health Sciences Center New Orleans	Green
Louisiana State University Health Sciences Center Shreveport	Green
Louisiana State University Law Center	Green
Louisiana State University Shreveport	Green
University of New Orleans	Green

Year 1 Annual Designation:	Status for Year 2:
Green	Retains tuition authority and eligible for autonomies
Yellow	Retains tuition authority and eligible for autonomies
Orange	Retains tuition authority, but not eligible for autonomies
Red	Loses tuition authority and not eligible for autonomies

Guidelines for DOA Approval of FY 2012 LA GRAD Act Baseline Autonomies September 15, 2011

Under Act 418 of the 2011 Regular Session, GRAD Act Institutions are eligible for three tiers of operational autonomy, based on meeting their GRAD Act performance agreement and other criteria. These guidelines provide the DOA approval process for granting, renewing, and removing operational autonomies.

Board of Regents' Responsibilities under Act 418: The Board of Regents (BOR) is the primary oversight agency for granting operational autonomies to institutions. The BOR's key responsibilities include:

1. Certification of Institutional Eligibility. The BOR will notify institutions that they have earned operational or remain eligible for GRAD Act operational autonomies by tier and by level of performance.
2. Application Administration. BOR will provide each system office with a list of their institutions meeting the eligibility requirements. Systems will need to determine the appropriateness of the various autonomies for the institutions listed. Each institution authorized for autonomies by their governing board will submit their last financial audit report and a letter from their institutional CEO requesting approval for individual autonomies to the Chief of Staff, Division of Administration.

Processing by Division of Administration (DOA): DOA will then have the following responsibilities:

1. Application Review for Institutional Capacity.
 - DOA will review institutional capacity **individually** for each autonomy requested and will either grant or deny autonomies individually.
 - Denial of an earned autonomy should be based upon documented inadequacies which illustrate evidence of lack of capacity. Denials will be sent to the institution with the rationale and suggestions for remediation.
 - The Commissioner's decisions, after appeal, are final.
2. Capacity Recommendation to BOR.
 - DOA will notify BOR, in writing, for all recommendations for initial granting or denial of autonomies to each institution.
 - For each individual autonomy, DOA will review the latest financial audit and the history of the institution's compliance with statutory and administrative rules.
 - This recommendation for the initial application will include the certification or denial of individual autonomies and a written explanation (see below).
 - DOA will notify BOR, in writing, of any recommendations for revocation issued by DOA to JLCB.

Procedures

1. Application Process. The request for autonomies shall be compiled by tier so that basic information is submitted only once. Institutions electing not to apply for an autonomy for which it is eligible should indicate such election in their request.

- Application process for initial granting of an individual autonomy not previously granted is applicable regardless of other autonomies held by the institution.
- An institution may request initial granting of individual autonomies in subsequent years based on increased eligibility or changes in institutional circumstances.

2. Decision Process. DOA will release a written decision letter informing BOR and the institution of its decision to grant or deny the granting of autonomies requested.

- When an autonomy is granted, the letter may include reference to specific items on which the institution performed notably.
- When an autonomy is not granted, the letter will include reference to specific information that affected the decision. Denials will be sent to the institution with the rationale and suggestions for remediation.

3. Appeals Process. An institution may appeal each autonomy decision by the Commissioner of Administration once during a fiscal year. Requests for appeal shall include new information not included in the original application.

4. Review Process. At the start of each fiscal year DOA will review institutional performance on each autonomy for which it has been previously granted. This review process will not require the institution to submit new information.

5. Violations Process. The Division of Administration may recommend to Joint Legislative Committee on the Budget that an institution lose an already granted autonomy if it is determined by DOA to have lost operational capacity. It will notify BOR of its recommendation to JLCB.

Application Requirements

Each institution shall include the following information in their application request for baseline autonomies.

All applications must include:

- BOR certification that short-term targets have been met.
- Written recommendation for autonomy by BOR, the institution's management board and a signed letter from the institutional CEO.
- A copy of the most recent financial audit.
- Contact information for the institution's designated staff person handling the application for GRAD Act autonomy, including full name, address, phone number, fax number, and email.

I. Retention of Funds

Description of Autonomy

Authority of institutions to retain any funds which remain unexpended and unobligated at the end of the fiscal year for use at the institution's discretion pursuant to R.S. 17:3386, subject to prior review and approval of the Joint Legislative Committee on the Budget.

Application Process

A qualifying institution will submit at BA-7 to DOA for JLCB approval to carry forward unexpended funds from one fiscal year to the next.

II. Contract Autonomy

Description of Autonomy

Authority for qualified universities and colleges to execute contracts up to a value of forty-nine thousand nine hundred ninety-nine dollars (\$49,999) within a twelve-month period in accordance with delegation of authority by the Office of Contractual Review pursuant to R.S. 39:1488.

Criteria for determining autonomy

DOA will review the following information, which shall be provided by the institution:

- List of individuals who have contract signing authority and limits of that authority, including contact information.
- Documented experience relevant to contract processing and contract training from a list of approved training providers for persons who have contract signing or processing authority (or their designees), within the prior 12 months.
- Review of the institution's contracting policies and procedures for processing of contracts, including forms and instructions.

III. Disposal of Obsolete Equipment

Description of Autonomy

Institutions receive the authority to dispose of obsolete equipment without seeking approval of DOA. The obsolete property may be removed from the property records and the institution would no longer be responsible for the property. This authority is only for items with an original acquisition cost of less than \$5,000, excluding vehicles and items deemed by federal law to be dangerous (e.g., firearms, bullet proof vests, etc.).

Obsolete equipment is defined as:

- Items that are no longer needed by the agency and have no resale value;
- Items being traded in on new equipment where the vendor is offering a "trade in" value;
- Items are being dismantled for parts;
- Stolen items that indicate forced entry;
- Deceased animals.

Criteria for determining capacity

- The institution must have received approval on their most recent annual property certification.
- The institution's property manager must attend an "Obsolete Equipment" training session at LPAA.

IV. Research and Classroom IT Purchases

Description of Autonomy

Provides for qualified institutions to be excluded from oversight or review by the office of information technology, as provided in R.S. 39:15.3, for purchases with academic research or classroom instructional purpose, as defined below:

- **Information technology for research:** Any purchase of hardware or software that is linked to the search or systematic investigation for new knowledge conducted by faculty or research personnel on a campus. The research may be basic or applied; primary or secondary; and of any type (scientific, artistic, or historical). The research may be funded by external or internal sources.
- **Information technology for instruction:** Any purchase of hardware or software that is directly or indirectly linked to the instructional process—teaching, learning, or both. Indirectly linked means activities that are indirectly linked to the instructional process yet have significant impact on student learning, achievement, and progression, such as systems for degree audit, student advising, course scheduling, online learning, assessment, and academic support.

Criteria for determining capacity

- DOA will review the Annual IT Strategic Plan submitted by the institution.

V. Nonappropriated Fund Positions

Description of Autonomy

Institutions may receive authority to exclude from its table of organization any position that is fully funded by non appropriated funds.

Application process

Institutions will submit the number of positions that are fully funded by nonappropriated funds and an explanation of the position and their funding source.

IV. PROPERTY AND FACILITIES COMMITTEE

Dr. John F. George, Chair
Mr. Raymond J. Lasseigne, Vice Chair

Mr. R. Blake Chatelain
Mr. Garret "Hank" Danos
Mr. Stanley J. Jacobs
Mr. James W. Moore, Jr.
Mr. Roderick K. "Rod" West
Mr. Robert "Bobby" Yarborough

AGENDA

1. Approval of the 2012 Five Year Capital Outlay Budget Request and First Year Prioritized Categories for the Louisiana State University Health Care Services Division
2. Recommendation to approve a request for lease of property, Iberia Research Station, Iberia Parish, Louisiana
3. Recommendation to approve the purchase of portions of South Campus property from the LSU Property Foundation
4. Recommendation to approve a Lease Agreement with the Equine Lameness Unit, LLC for the construction of the LSU Veterinary Medicine Equine Lameness Unit and to make a Determination of Acceptable University Purpose
5. Recommendation to amend the 2012 Capital Outlay Budget Request and First Year Prioritized Categories for the LSU System to include projects at the Health Sciences Center in Shreveport and Louisiana State University at Eunice



**APPROVAL OF THE
2012 FIVE-YEAR CAPITAL OUTLAY BUDGET REQUEST
AND FIRST YEAR PRIORITIZED CATEGORIES FOR THE
LOUISIANA STATE UNIVERSITY HEALTH CARE SERVICES DIVISION**

To: Members of the Board of Supervisors

Date: October 21, 2011

Pursuant to Article VII, Section 8, G.1 and G.2 of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval...

G.2 Capital outlay prioritization must be approved by the Board or by the Executive Committee.

1. Summary of the Matter

The Division of Administration requires that annual Capital Outlay Budget Requests, which includes projects proposed to be undertaken within the next five years, be submitted no later than November 1st. Proposed projects will renovate, repair and construct facilities and infrastructure to meet the needs of teaching, research, service and health care programs of the LSU System.

2. Review of Business Plan

To be submitted and reviewed for self-generated projects.

3. Fiscal Impact

Operation and maintenance cost will increase with new construction projects.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

LSU Health Care Services Division Capital Outlay Project Forms and 5 Year Plans are in order.

6. Parties of Interest

None.

7. Related Transactions

Where applicable and when appropriate, auxiliary revenue bond documents will be provided to the Board for consideration.

8. Conflicts of Interest

None.

ATTACHMENTS

- HCSD 5-Year Plan
- First Year Prioritized Project List
- Project Descriptions
- Previous Year's Prioritized Project List

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that the following list of Health Care Services Division projects to be submitted to the Division of Administration in accordance with the provisions of La. R.S. 39:101 *et seq.* and first year prioritized project categories are approved and;

BE IT FURTHER RESOLVED, that John V. Lombardi, President of the Louisiana State University System, be and he is hereby authorized to make adjustments as necessary in this request as circumstances dictate, including technical corrections, increasing or decreasing the amount requested for individual projects by not more than twenty percent (20%) of the amount approved in this resolution, combining or renaming projects and/or changing sources of funds and to add self-generated projects with individual project costs of less than \$1 million without further approval by the Board, provided, however, that such project additions be reported to the Board.

BE IT FURTHER RESOLVED, that transactions included or referred to in the capital outlay request that otherwise require board approval are not approved by inclusion in the capital outlay request per Article VII, Section 8, G.1 of the Bylaws.”

**LOUISIANA STATE UNIVERSITY SYSTEM
HEALTH CARE SERVICES DIVISION
CAPITAL OUTLAY NEEDS
2012-2013 THROUGH 2016-2017**

MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS

1	MOB Elevator Replacement	\$800,000
2	LSU IH Laundry AC	\$222,000
	Total	\$1,022,000

LEONARD J. CHABERT MEDICAL CENTER

1	Elevator Upgrades	\$150,000 ¹
2	Parking Lot Construction	\$343,248
3	Internal Medicine Res. Clinic Acquisition/Renovation	\$9,800,325
4	Parking Lot Land Acquisition	\$243,168
5	Air Handling Unit Replacements	\$500,000 ²
6	Land Acquisition for Expansion	\$1,420,000
7	Resident Housing	\$5,982,000
	Total	\$18,438,741

¹ Plus \$420,000 funded in Act 22 of 2011 for planning and construction. Amount requested is authorized in Act 22 of 2011 for construction but not funded as of this date.

² The amount requested is authorized in Act 22 of 2011 for planning and construction but not funded as of this date.

UNIVERSITY MEDICAL CENTER -LAFAYETTE

1	Emergency Room Expansion, UMC	\$3,282,176 ³
2	Hurricane Mitigation, UMC	\$2,047,752
3	New Emergency Generator and Chillers	\$3,200,000 ⁴
4	Air Handlers Replacement, UMC	\$2,178,000 ⁵
5	Refurbish Elevators, UMC	\$1,584,000 ⁶
6	Parking Lot Repairs	\$516,079
	Total	\$12,808,007

³ Plus \$2,045,000 funded in Act 22 of 2011 for planning and construction. Request includes the amount authorized in Act 22 of 2011 for construction and equipment but not funded as of this date.

⁴ The amount requested is authorized in Act 22 of 2011 for planning and construction but not funded as of this date.

⁵ The amount requested is authorized in Act 22 of 2011 for planning and construction but not funded as of this date.

⁶ The amount requested is authorized in Act 22 of 2011 for planning and construction but not funded as of this date.

LALLIE KEMP REGIONAL MEDICAL CENTER

1	Underground Plumbing, Sewer and Storm Line Replacement- LK	\$837,837
2	New Clinic – LK	\$1,537,130
	Total	\$2,374,967

DR. WALTER O. MOSS REGIONAL MEDICAL CENTER

1	Replacement of Air Handlers and Chillers, WOM	\$1,914,000 ⁷
2	Additional Patient Parking, WOM	\$411,000
	Total	\$2,325,000

⁷ The amount requested is authorized in Act 22 of 2011 for planning and construction but not funded as of this date.

WASHINGTON - ST. TAMMANY REGIONAL MEDICAL CENTER

1	Outpatient Campus Renovations	\$7,939,216
	Total	\$7,939,216

TOTAL ALL HOSPITALS	\$44,907,931
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**LSU -HEALTH CARE SERVICES DIVISION
FIVE-YEAR CAPITAL OUTLAY PLAN**

MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	MOB Elevator Replacement	\$800,000					\$800,000
2	LSU IH Laundry AC	\$222,000					\$222,000
	Total	\$1,022,000	\$0	\$0	\$0	\$0	\$1,022,000
LEONARD J. CHABERT MEDICAL CENTER		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Elevator Upgrades	\$150,000					\$150,000
2	Parking Lot Construction	\$343,248					\$343,248
3	Internal Medicine Res. Clinic Acquisition/Renovation	\$3,969,624	\$5,830,701				\$9,800,325
4	Parking Lot Land Acquisition	\$243,168					\$243,168
5	Air Handling Unit Replacements	\$500,000					\$500,000
6	Land Acquisition for Expansion	\$1,420,000					\$1,420,000
7	Resident Housing	\$498,500	\$5,483,500				\$5,982,000
	Total	\$7,124,540	\$11,314,201	\$0	\$0	\$0	\$18,438,741
UNIVERSITY MEDICAL CENTER -LAFAYETTE		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Emergency Room Expansion, UMC	\$3,282,176					\$3,282,176
2	Hurricane Mitigation, UMC	\$2,047,752					\$2,047,752
3	New Emergency Generator and Chillers	\$3,200,000					\$3,200,000
4	Air Handlers Replacement, UMC	\$2,178,000					\$2,178,000
5	Refurbish Elevators, UMC	\$1,584,000					\$1,584,000
6	Parking Lot Repairs	\$516,079					\$516,079
	Total	\$12,808,007	\$0	\$0	\$0	\$0	\$12,808,007

**LSU -HEALTH CARE SERVICES DIVISION
FIVE-YEAR CAPITAL OUTLAY PLAN**

LALLIE KEMP REGIONAL MEDICAL CENTER		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Underground Plumbing, Sewer and Storm Line Replacement- LK	\$837,837					\$837,837
2	New Clinic - LK	\$1,537,130					\$1,537,130
	Total	\$2,374,967	\$0	\$0	\$0	\$0	\$2,374,967
DR. WALTER O. MOSS REGIONAL MEDICAL CENTER		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Replacement of Air Handlers and Chillers, WOM	\$1,914,000					\$1,914,000
2	Additional Patient Parking, WOM	\$411,000					\$411,000
	Total	\$2,325,000	\$0	\$0	\$0	\$0	\$2,325,000
WASHINGTON - ST. TAMMANY REGIONAL MEDICAL CENTER		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Outpatient Campus Renovations	\$6,351,373	\$1,587,843				\$7,939,216
	Total	\$6,351,373	\$1,587,843	\$0	\$0	\$0	\$7,939,216
	TOTAL ALL HOSPITALS	\$32,005,887	\$12,902,044	\$0	\$0	\$0	\$44,907,931

**Louisiana State University
Health Care Services Division
Capital Outlay Recommendations 2012-2013 in Priority Order**

				2012-2013 REQUEST	TOTAL PROJECT COST
CATEGORY A - EMERGENCY PROJECTS					
1	N	MCLNO	MOB Elevator Replacement	\$800,000	\$800,000
TOTAL				\$800,000	\$800,000
CATEGORY B - CONTINUING PROJECTS					
1		UMC-Laf.	Emergency Room Expansion, UMC	\$3,282,176	\$5,327,176
TOTAL				\$3,282,176	\$5,327,176
CATEGORY C - INFRASTRUCTURE					
1		Lallie Kemp	Underground Plumbing, Sewer and Storm Line Replacement- LK	\$837,837	\$837,837
2		Chabert	Elevator Upgrades	\$150,000	\$570,000
3		W-ST	Outpatient Campus Renovations	\$6,351,373	\$7,939,216
4		WOM	Replacement of Air Handlers and Chillers, WOM	\$1,914,000	\$1,914,000
5		UMC-Laf.	Hurricane Mitigation, UMC	\$2,047,752	\$2,047,752
6		UMC-Laf.	New Emergency Generator and Chillers	\$3,200,000	\$3,200,000
7		Chabert	Air Handling Unit Replacements	\$500,000	\$500,000
8		UMC-Laf.	Air Handlers Replacement, UMC	\$2,178,000	\$2,178,000
9		MCLNO	LSU IH Laundry AC	\$222,000	\$222,000
10		UMC-Laf.	Refurbish Elevators, UMC	\$1,584,000	\$1,584,000
TOTAL				\$18,984,962	\$20,992,805
CATEGORY D - NEW PROJECTS					
1		Chabert	Parking Lot Construction	\$343,248	\$343,248
2		Chabert	Internal Medicine Res. Clinic Acquisition/Renovation	\$3,969,624	\$9,800,325
3		Lallie Kemp	New Clinic - LK	\$1,537,130	\$1,537,130
4		Chabert	Parking Lot Land Acquisition	\$243,168	\$243,168
5		Chabert	Land Acquisition for Expansion	\$1,420,000	\$1,420,000
6		Chabert	Resident Housing	\$498,500	\$5,982,000
7	N	UMC-Laf.	Parking Lot Repairs	\$516,079	\$516,079
8	N	WOM	Additional Patient Parking, WOM	\$411,000	\$411,000
TOTAL				\$8,938,749	\$20,252,950
TOTAL ALL HOSPITALS				\$32,005,887	\$47,372,931

(N) - New First Year Request



**RECOMMENDATION TO APPROVE A
REQUEST FOR LEASE OF PROPERTY,
IBERIA RESEARCH STATION,
IBERIA PARISH, LOUISIANA**

To: Members of the Board of Supervisors

Date: October 21, 2011

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

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

1. Summary of the Matter

The lease of a portion of the Iberia Research Station is governed both by Louisiana law and by LSU Presidential Memorandum 6 ("PM-6"). Pursuant to those provisions, LSU AgCenter will advertise the property, go through a public bidding process, and lease to the highest bidder pursuant to the Lease of Public Lands statutes (La. R.S. 41:1211 et seq.).

Pursuant to La. R.S. 41:1216, no single lease under the Lease of Public Lands statutes may exceed six hundred forty (640) acres, and no lessee may own more than one such lease at one time. The Iberia Research Station includes two parcels, the north parcel which contains 468 acres and the south parcel which contains 595 acres. We are requesting authorization and approval from the Board of Supervisors in principle to lease only the south parcel, containing 595 acres, along with the agricultural support buildings located thereon. LSU AgCenter may execute multiple lease agreements to different lessees.

La. R.S. 41:1214 requires the preparation of a short description of the land to be leased and the general terms of the lease, and to advertise the summary in the official parish journal for at least fifteen (15) days over a period of three weeks. PM-6 requires the LSU AgCenter to coordinate the preparation of the advertising specifications with the Office of the President. The LSU AgCenter will also send notices directly to any persons and entities it thinks may be interested in bidding on the lease, several of which have already shown interest. The notice will specify the date when bids will be opened, and the location where the bids will be publicly opened and read. The AgCenter will recommend award to the highest responsive and responsible bidder, pursuant to La. R.S. 41:1215, to the President for signatures.

2. Review of Business Plan

This lease will generate income for the LSU AgCenter to be utilized to address budget shortfalls and/or supplement other priority programs.

3. Fiscal Impact

The property will only be leased if the bids obtained are of sufficient value for the property being leased.

4. Description of Competitive Process

An advertised and competitive process will be utilized to secure the best offer for the lease, including an Invitation to Bid (ITB) to those parties that the LSU AgCenter is aware are interested, as described in the Summary.

5. Review of Legal Documents

One or more Lease Agreements between the Lessee(s) and the LSU Board of Supervisors.

6. Parties of Interest

- LSU Board of Supervisors
- Lessee(s)

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- Letter from Chancellor Richardson

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the LSU System, or his designee, to execute one or more lease agreements with the highest bidders selected through the proscribed competitive bid process for the lease of not more than 640 acres per Lessee of the Iberia Research Station, Iberia Parish, Louisiana.

BE IT FURTHER RESOLVED that the property will only be leased if the bids obtained are of sufficient value for the property being leased.

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, be and he is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the lease agreements any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.”



September 20, 2011

Dr. John V. Lombardi, President
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

RE: **Significant Board Matter**
Lease of Property
Iberia Research Station
~~IBERIA~~ St. Mary Parish
Jeanerette, Louisiana

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SEP 21 2011
PROPERTY & FACILITIES
PROPERTY & FACILITIES

Office of the Chancellor

101 J. Norman Efferson Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25203
Baton Rouge, LA 70894-5203
(225) 578-4161
Fax: (225) 578-4143

Accounting Services
(225) 578-4648
(225) 578-0735

Corporate Relations and
Public Service Activities
(225) 578-4238

Facilities Planning
(225) 578-8731
Fax: (225) 578-6032

Human Resource Management
(225) 578-2258
Fax: (225) 578-8284

Diversity
(225) 578-4640
Fax: (225) 578-8284

Sponsored Programs
104 J. Norman Efferson Hall
Baton Rouge, LA 70803
Post Office Box 25071
Baton Rouge, LA 70894-5071
(225) 578-6030
Fax: (225) 578-6032

Ag Leadership
102 M Efferson Hall - LSU
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-3659
Fax: (225) 578-4225

Communications
128 Knapp Hall - LSU
Baton Rouge, LA 70803
Post Office Box 25100
Baton Rouge, LA 70894-5100
(225) 578-2263
Fax: (225) 578-4524

Information Technology
118 Knapp Hall - LSU
Baton Rouge, LA 70803
(225) 578-4020
Fax: (225) 578-3629

International Programs
International Programs Bldg.
South Stadium Road
Baton Rouge, LA 70803
Post Office Box 16090
Baton Rouge, LA 70893
(225) 578-6963
Fax: (225) 578-6775

In light of the anticipated consolidation of research and extension activities at the Iberia Research Station, the LSU AgCenter is requesting that the Board of Supervisors approve the lease of a portion of the property including the agricultural support buildings located thereon. The south parcel to be leased, potentially in multiple leases, includes 595 acres of the total 1063 acres at this location. The LSU AgCenter will advertise the property, go through a public bidding process, and recommend to you a lease to the highest bidder pursuant to the Lease of Public Lands statutes (La. R.S. 41:1211 et seq.).

The AgCenter is further requesting the Board of Supervisors to authorize and empower you at this time to sign any subsequent lease(s) regarding this parcel of property at the Iberia Research Station which you believe is in the best interest of LSU.

As this project is in support of the AgCenter and its mission, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors October 21st meeting.

I certify that, to the best of my knowledge, I have provided all necessary documentation and that the information contained therein is complete, accurate, and in compliance with Article VII, Section 8 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson, Chancellor and
Chalkley Family Endowed Chair

WBR:reh

Attachments

xc: Dr. John Russin
Mr. Jim Howell
Mr. Roger Husser

For the latest
research-based information
on just about anything,
visit our Web site:
www.lsuagcenter.com



RECOMMENDATION TO APPROVE THE PURCHASE OF PORTIONS OF SOUTH CAMPUS PROPERTY FROM THE LSU PROPERTY FOUNDATION

TO: Members of the Board of Supervisors

Date: October 21, 2011

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

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

1. Summary of Matter

The LSU Board of Supervisors, at its December 2010 meeting, approved the purchase of 22.03 acres of property, known as a portion of LSU South Campus within Tracts C-2-A and C-4-A (Exhibit A attached), from the LSU Property Foundation in the amount not to have exceeded \$2,225,000. The LSU Property Foundation currently proposes to sell an additional 13.367 acres of land, as depicted on Exhibit A (within Tracts C-2-A and C-4-A) and known as a portion of LSU South Campus, to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. The proposed sale price is one million, three hundred fifty thousand and twenty-three dollars (\$1,350,023). This transaction would increase the size of LSU's South Campus property and is part of LSU's effort to develop a Research Park.

2. Review of Business Plan

Funding for the transaction is being made available through the capital outlay process with state funds. Any additional costs for operation and maintenance of the land will be borne by the University.

3. Fiscal Impact

The price for the additional 13.367 acres is \$100,996.69 per acre for a total purchase price of \$1,350,023. The proposed purchase will increase the property holdings of the Board of Supervisors in the South Campus area.

4. Description of Competitive Process

The purchase price of the land is \$100,996.69 per acre, which is based on the price paid by the LSU Property Foundation to acquire the land, \$100,000 per acre, plus miscellaneous direct costs of the LSU Property Foundation, which accounts for the remaining \$996.69 per acre. The appraised value of the property materially exceeds the purchase price.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

None.

7. Related Transactions

An Act of Sale will be entered into between the LSU Property Foundation and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College once the recommendation to purchase has been approved by the Board and the Capital Outlay funds are made available.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Exhibit A, Legend Map of Property

RECOMMENDATION

"NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to approve the purchase from the LSU Property Foundation of 13.367 acres of land located south of the LSU campus for the sum of \$1,350,023.

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, 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 said approval to purchase said property any terms and conditions that he may deem in the best interest of the Board of Supervisors."



Office of the Chancellor

J. Howell

OFFICE OF THE
PRESIDENT

SEP 21 2011

LSU SYSTEM
Date: September 20, 2011

To: John Lombardi
President
LSU System

From: 
Michael Martin
Chancellor

**Subject: LSU Property Foundation
Proposal to Sell South Campus Property to Board of Supervisors**

Attached for your review is a resolution to approve a proposed request by the LSU Property Foundation to sell an additional 13.367 acres of land located south of LSU to the Board of Supervisors. The LSU Property Foundation's asking price is \$100,996.69 per acre for a total of \$1,350,023.

It is requested that the resolution and the attached document be forwarded to the Board of Supervisors for placement on their October 2011 meeting agenda.

Please let me know if you need additional information.

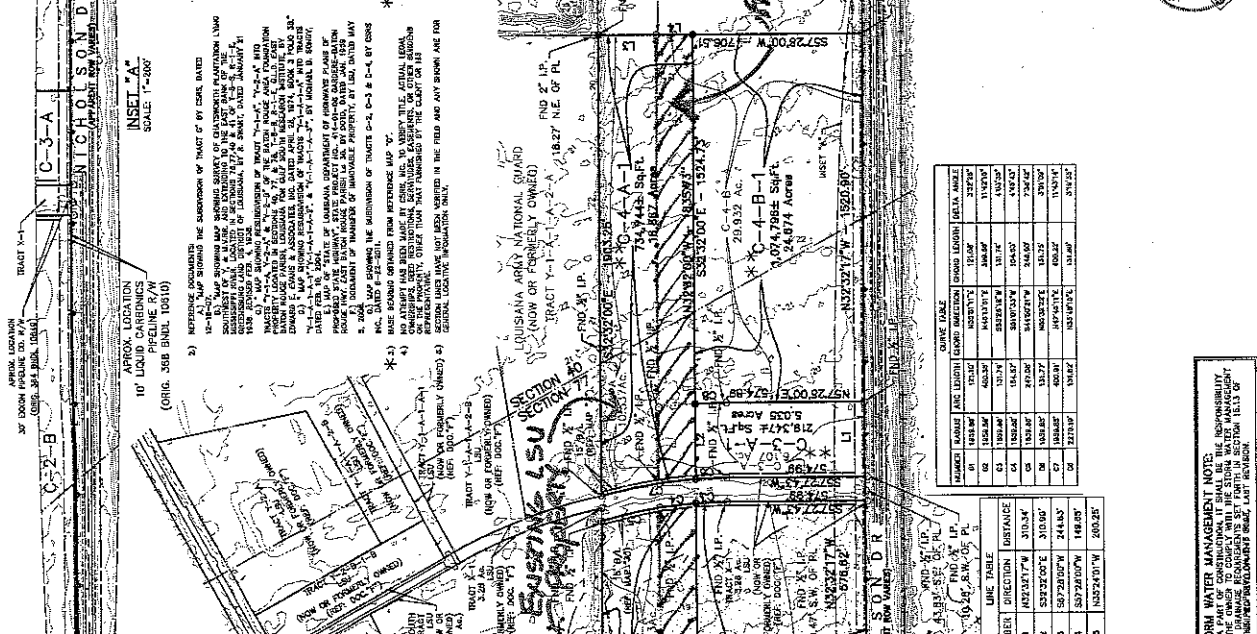
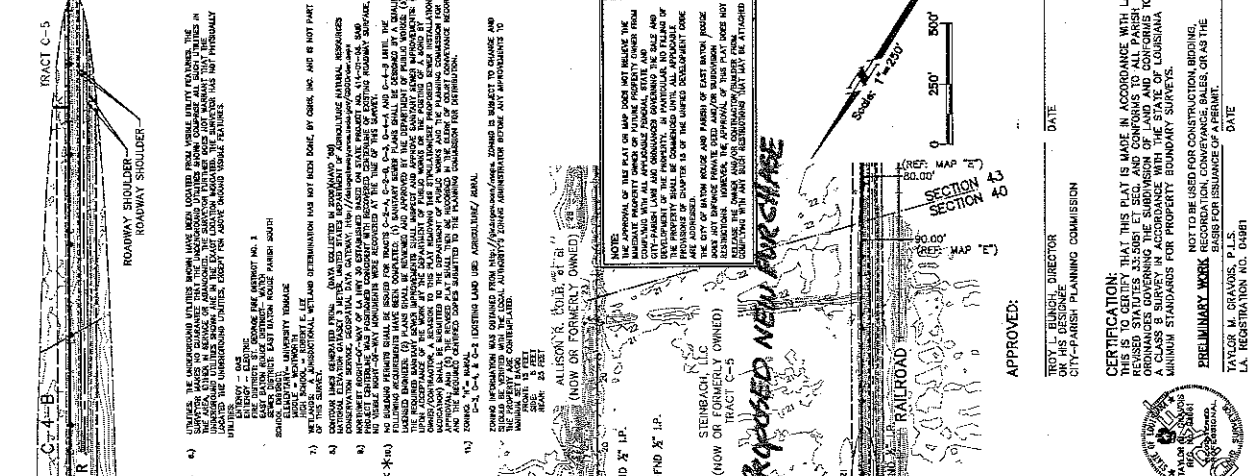
Attachments

RECEIVED
SEP 21 2011
PROPERTY & FACILITIES

Exhibit A

LEGEND:

- FOUNDATION
- FOUND MONUMENT
- RIGHT OF WAY MON.
- TEMP. BENCH MARK
- TRIP POLE
- DROP INLET
- CATCH BASIN
- DRAIN
- MANHOLE
- SEWER CLEANOUT
- SEWER BLOWOUT VALVE
- SEWER
- POWER POLE
- POLE & CUT
- POWER TRANSFORMER
- POWER JUNCTION BOX
- ELECTRIC
- GAS METER
- GAS VALVE
- GAS
- TELEPHONE MANHOLE
- TELEPHONE PEDestal
- TELEPHONE CON. BOX
- TELEPHONE
- CABLE
- WATER METER
- WATER VALVE
- WATER CLEANOUT
- FIRE HYDRANT
- WATER
- TRAFFIC CONTROL BOX
- SPOT ELEVATION
- TRAFFIC SIGN POLE
- CONTOUR LINE
- FLAG POLE
- ORNAMENTAL LIGHT
- MAILBOX
- TREE
- STANDARD PARKING
- HANDICAP PARKING



STORM WATER MANAGEMENT NOTE:
AS A PART OF CONSTRUCTION, THE RESPONSIBILITY FOR THE PROTECTION OF THE STORM WATER MANAGEMENT SYSTEM SHALL BE WITH THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION SPECIFICATIONS.

PRIVATE DEDICATION: THE SERVICES DESIGNATED HEREIN AS "PRIVATE SERVICES" ARE HEREBY DEDICATED TO THE PROPER USE OF THE PROPERTY. THE SERVICES ARE HEREBY DEDICATED TO THE PROPER USE OF THE PROPERTY. THE SERVICES ARE HEREBY DEDICATED TO THE PROPER USE OF THE PROPERTY.

SEWERAGE DISPOSAL: THE SERVICES DESIGNATED HEREIN AS "SEWERAGE DISPOSAL" ARE HEREBY DEDICATED TO THE PROPER USE OF THE PROPERTY. THE SERVICES ARE HEREBY DEDICATED TO THE PROPER USE OF THE PROPERTY. THE SERVICES ARE HEREBY DEDICATED TO THE PROPER USE OF THE PROPERTY.

WILLIAM G. BOMBON
LSU PROPERTY FOUNDATION

APPROVED:
TRACY L. BUNCH, DIRECTOR
OK HIS RESIGNATION
CITY-PARISH PLANNING COMMISSION

DATE:



Map Showing the Exchange of Property
Tracts C-2-A, C-2-B, C-3-A, C-3-B, C-4-A & C-4-B
INTO
Tracts C-2-A-1, C-3-A-1, C-4-A-1 & C-4-B-1
CHATEAUX PLANTATION
SECTION(S) 40, 71 & 78
T-4-S R-1-E
PRESERVE AND PROTECT EAST BAYOU HOUSE PARISH
LOUISIANA
FOR
Louisiana State University
Property Foundation



**RECOMMENDATION TO APPROVE A LEASE AGREEMENT
WITH THE EQUINE LAMENESS UNIT, LLC
FOR THE CONSTRUCTION OF THE
LSU VETERINARY MEDICINE EQUINE LAMENESS UNIT
AND TO MAKE A DETERMINATION OF
ACCEPTABLE UNIVERSITY PURPOSE**

TO: Members of the Board of Supervisors

Date: October 21, 2011

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

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

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

1. Summary of Matter

The Equine Lameness Unit, LLC, a Louisiana limited liability company organized by its sole member, the LSU Property Foundation, request approval to enter into a Lease Agreement with LSU for construction of the LSU Veterinary Medicine Equine Lameness Unit on the LSU campus. The lease agreement provides for the Equine Lameness Unit, LLC to design, construct, furnish and equip an addition to the LSU School of Veterinary Medicine Equine Arena. The construction will consist of approximately 2,570 square feet of enclosed space including two (2) equine stalls, farriery, force plate enclosure and conditioned control room (herein referred to as "Building") and will be used for equine lameness evaluation.

Equine Lameness Unit, LLC (herein referred to as "Company") will design, construct, furnish and equip the building on LSU property, as shown on Exhibit A attached hereto. The estimated total cost of the Building will be approximately Seven Hundred Thousand Dollars (\$700,000). Total cost and expenses shall be paid by the Company from private contributions donated for the purpose of supporting the design, construction and related expenses associated with the Building.

The lease proposes that the work shall commence on or before December 31, 2012, and the Company will make best efforts to complete the work on or before December 31, 2013, unless delayed by Force Majeure. Construction shall not commence until the LSU Representative has given written notice to commence and a written approval to the plans and specifications has been provided.

2. Review of Business Plan

LSU will grant to the Company and its contractors right of access and use of LSU property in order to facilitate said construction. Pursuant to the terms and conditions as defined and stated in the proposed lease agreement, Equine Lameness Unit, LLC will donate the Building and said improvements to the LSU Board of Supervisors upon completion by Company and acceptance of said work by LSU.

3. Fiscal Impact

The Company shall pay to LSU the sum of \$100 for leased premises and for right of use and access as necessary to perform said work.

The estimated cost of the construction is approximately \$700,000. The total cost and expenses shall be paid by Equine Lameness Unit, LLC from private contributions donated for the purpose of supporting the

design, construction and related expenses associated with the Building. The estimated amount may be increased only with the written consent of Equine Lameness Unit, LLC and the LSU Representative.

The Company shall donate said Building and improvements to the LSU Board of Supervisors upon completion of construction and acceptance by the LSU Representative.

4. Description of Competitive Process

Contract(s) negotiated between Equine Lameness Unit, LLC and contractor(s) following the acceptance of competitive bids.

5. Review of Legal Documents

Attached is the proposed Lease Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Equine Lameness Unit, LLC, a limited liability company organized by its sole member, the LSU Property Foundation, for construction of a new LSU Veterinary Medicine Equine Lameness Unit on the LSU campus.

6. Parties of Interest

None.

7. Related Transactions

Equine Lameness Unit, LLC shall enter into written contract(s) between the Company and contractor(s). The Company shall not enter into any contract(s) without prior written approval of the LSU Representative or designee.

8. Conflicts of Interest

None.

ATTACHMENTS:

- Letter from Chancellor Martin
- Proposed Lease Agreement with Equine Lameness Unit, LLC and Exhibit

RECOMMENDATION

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

“NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that John V. Lombardi, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to execute a Lease Agreement between the Board of Supervisors and Equine Lameness Unit, LLC, a Louisiana limited liability company organized by its sole member, the LSU Property Foundation, for construction of the LSU Veterinary Medicine Equine Lameness Unit.

BE IT FURTHER RESOLVED that the Board finds an acceptable university purpose for the Equine Lameness Unit, LLC to: (i) enter into a construction contract, through an acceptable competitive process, to construct improvements on the Leased Premises, (ii) finance such construction in reliance on the Lease Agreement, and (iii) donate the improvements to LSU upon termination of the Lease Agreement, all in accordance with the terms and conditions of the Lease Agreement, provided that, if the contract amount for the construction will exceed the estimated cost of \$700,000 by more than 20%, further authorization from this Board shall be sought prior to entering into such contract; and

BE IT FURTHER RESOLVED that John V. Lombardi, President of the LSU System, or his designee, 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 Lease Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.”



LOUISIANA STATE UNIVERSITY

Office of the Chancellor

J. Howell

OFFICE OF THE
PRESIDENT

SEP 21 2011

LSU SYSTEM

To: John V. Lombardi
President
LSU System

Date: September 20, 2011

From: 
Michael Martin
Chancellor

Subject: Lease Agreement between the Equine Lameness Unit, LLC and the Board of Supervisors – Construction of LSU Veterinary Medicine Equine Lameness Unit

Attached for your review is a resolution to approve a proposed lease agreement between the Equine Lameness Unit, LLC, a Louisiana limited liability company organized by its sole member, the LSU Property Foundation for construction of the LSU Veterinary Medicine Equine Lameness Unit and the Board of Supervisors.

The lease agreement provides for Equine Lameness Unit, LLC to design, construct, furnish and equip an addition to the LSU School of Veterinary Medicine Arena. The construction will consist of approximately 2,570 square feet of enclosed space including (2) equine stalls, farriery, force plate enclosure and conditioned control room and used for equine lameness evaluation. The estimated cost of the construction is approximately \$700,000 and will be solely funded by Equine Lameness Unit, LLC.

It is requested that the resolution and the proposed lease agreement be forwarded to the Board of Supervisors for placement on the October 2011 meeting agenda.

Please let me know if you need additional information.

RECEIVED

SEP 21 2011

PROPERTY & FACILITIES

**LEASE AGREEMENT FOR CONSTRUCTION OF
LSU VETERINARY MEDICINE EQUINE LAMENESS UNIT**

**THIS LEASE AGREEMENT FOR CONSTRUCTION OF LSU VETERINARY
MEDICINE EQUINE LAMENESS UNIT** (herein "Agreement") is entered into as of the ____
day of _____, 2011, by and between

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

and

EQUINE LAMENESS UNIT, LLC, a Louisiana limited liability company
organized by its sole member, the LSU Property Foundation, and existing under
the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge,
herein appearing through and represented by G. Lee Griffin, its duly authorized
representative (hereinafter referred to as "Company"),

provides as follows:

WHEREAS, Board is the owner of a certain tract of immovable property described
herein below;

WHEREAS, the Company desires to design, construct, furnish and equip an addition to
the LSU School of Veterinary Medicine's Equine Arena which will be used for equine lameness
evaluation, said addition to consist of approximately 2,570 square feet of enclosed space
including two (2) equine stalls, farriery, force plate enclosure and conditioned control room
(herein "Building") located at the campus of Louisiana State University (herein "LSU"), in
accordance with plans and specifications approved by the President of the LSU System or his
designee (hereinafter the "LSU Representative") and pursuant to Board/LSU's design standards,

at Company's expense, which Building Company will donate to Board upon completion of construction;

WHEREAS, Board desires to grant to Company certain rights of use and access in order to facilitate the construction of the Building by Company; and

WHEREAS, the Company is a single-member limited liability company operated on a non-profit basis and formed by the LSU Property Foundation ("Foundation"), a nonprofit 501(c)(3) corporation whose tax exempt purpose is to support the mission and programs at LSU; and

WHEREAS, Company will promote the mission and tax-exempt purpose of Foundation as well as the mission of LSU's School of Veterinary Medicine by designing, constructing, furnishing and equipping the Building as described herein and donating said Building to Board after completion of construction;

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

**ARTICLE I
PROPERTY DESCRIPTION**

Board is the owner of a certain tract of immovable property, consisting of approximately .533 acres of land, which is depicted and described in more detail on the attached as Exhibit "A." Board desires to lease the property described on Exhibit "A" (hereafter, the "Property") to Company for construction of the Building and related purposes as authorized herein.

**ARTICLE II
LEASE OF PROPERTY**

For and in consideration of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration set forth herein, Board hereby leases the Property to Company and

hereby grants to Company such rights of use and access as are necessary to perform the "Work" as hereinafter defined. The lease of the Property as provided for herein, including all rights of access and use for construction purposes unless otherwise provided, shall terminate upon the earlier of (a) termination of this Agreement or (b) donation of the Building and the Work to Board as provided herein.

ARTICLE III AGREEMENT TO CONSTRUCT BUILDING AND USE OF PROPERTY

Company does hereby agree to design, construct, furnish and equip the Building, consisting of approximately 2,570 square feet on the Property, in accordance with plans and specifications approved by the LSU Representative and pursuant to Board's design standards applicable to LSU, and Company further agrees to donate the Building to Board after completion of the construction. It is estimated that the total cost of the Building, including both construction and design, will be approximately Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), all of which cost and expense shall be paid by Company from private contributions donated for the purpose of supporting the design, construction and related expenses incurred in connection with the Building. Said amount may be increased with the written consent of Company and the LSU Representative, subject to the requirements of Section 4.11 hereof. Company may use the Property only for construction of the Building.

3.1 Company shall not use the Property for the sale, distribution, storage, transportation or handling of petroleum or synthetic products. Company shall not make any use of the Property in violation of any applicable statutes, ordinances, regulations or laws and shall not permit any contamination or pollution on or about the Property or increase the fire or insurance hazard by any use thereof. Before beginning any work on the Property, Company shall obtain any permits required by the State of Louisiana, the Parish of East Baton Rouge, the

United States of America or any of their subdivisions, agencies or departments. Company shall not install or otherwise place storage tanks in or on the Property without the LSU Representative's prior written consent which, in addition to any other conditions required by Board, shall be subject to the condition that any such tank shall be located on a concrete slab and shall be surrounded by a retaining wall that shall retain the products stored in the tanks in the event of any spill, discharge, leak, overflow or other release.

ARTICLE IV CONSTRUCTION

At its sole cost and expense, Company shall design and construct the Building in a good and workmanlike manner, in accordance with the following provisions:

4.1 Plans and Specifications/Change Orders. Plans and specifications for construction of the Building shall be delivered to the LSU Representative for review at least thirty (30) days prior to the anticipated commencement of the Work. The LSU Representative shall approve or disapprove such plans and specifications within thirty (30) days of receipt thereof. No change order to the contract or to the plans and specifications, regardless of the amount, which results in a net increase in the original contract amount of more than ten percent (10%) or which materially alters the appearance or square footage of the Building shall be implemented without the prior written consent of the LSU Representative and the Director of Planning, Design & Construction for LSU's Office of Facility Services ("Director of Facility Planning"). Changes which do not result in a net increase in the original contract amount of more than ten percent (10%) or materially alter the appearance or square footage of the Building shall be approved by the Director of Facility Planning prior to implementation. Any request for change orders to the plans and specifications or to the construction contract should be made to the LSU Representative or the Director of Facility Planning, as applicable. The LSU

Representative or the Director of Facility Planning, as applicable, shall approve or disapprove such request within fourteen (14) business days of having received the request for the change order. Failure by the LSU Representative or the Director of Facility Planning to approve or disapprove a request for change order within the time specified herein shall be deemed approval.

Before commencement of construction, the Division of Administration's Office of Facility Planning and Control ("OFPC") shall review the plans and specifications for the Building for the purpose of determining compliance with applicable building codes, space standards where appropriate, and standards assuring quality of construction. The approval of the plans and specifications by OFPC for such purpose shall be required prior to the commencement of construction.

4.2 Commencement and Completion of Work. Unless delayed by Force Majeure, at its own expense, Company agrees to commence construction of the Building (said construction to be referred to herein as the "Work") on or before December 31, 2012 and shall make best efforts to complete the Work on or before December 31, 2013, unless delayed by Force Majeure as hereinafter defined. The location of the Work is set forth on Exhibit "A" hereto. Said Work shall not commence until the LSU Representative has given his written notice to commence and his written approval to the plans and specifications. The commencement and completion dates set forth herein may be extended by a written change order issued by the Company and approved in writing by the LSU Representative.

"Force Majeure" for purposes of this Agreement shall mean, any (a) act of God, lightning, hurricane, tornado, and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slow

down or work stopped; or (c) any other similar cause or similar event beyond the reasonable control of the Company.

4.3 Contract with Contractor. The Work shall be performed on behalf of Company, pursuant to written contracts between Company and a contractor or contractors. Where appropriate, the contract(s) and bond(s) shall be recorded properly with the Clerk of Court of East Baton Rouge Parish prior to commencement of the Work. Company shall include a liquidated damages clause acceptable to the LSU Representative in its construction contract. Company shall not enter into any construction contract without the prior written approval of the LSU Representative. The LSU Representative shall approve or disapprove such contract within ten (10) days of receipt of a copy of the contract from Company. Board and Company hereby acknowledge the following, and, to the extent practically and legally possible, the contract between Company and any contractor or contractors and all subcontracts entered into by the general contractor shall acknowledge expressly that they have been informed of the following:

- (a) The Work will be performed solely and exclusively for Company.
- (b) Company is a separate legal entity from Board and LSU. It is not acting as agent for Board or LSU, and Company has no authority to obligate Board or LSU to any extent whatsoever.
- (c) Neither Board, LSU nor the State of Louisiana shall be liable, directly or indirectly, for the payment of any sums whatsoever or for the performance of any other obligation whatsoever arising out of the Work performed pursuant to this Agreement; provided, however, that this provision shall not be deemed to limit the liability of the State Office of Risk Management under any policy or policies of insurance issued to Board or LSU, Company or any other entity.

- (d) Company has no ownership interest in the Property upon which the Work will be performed. Any improvements placed on property of Board shall become property of Board upon completion of the Work and donation of the Building and the Work in accordance with the terms of this Agreement. The Work shall not give rise to any rights against the Property, Board or LSU.

4.4 Performance Bond. Company shall require that the contractor provide a performance and labor and materials payment bond with a corporate surety authorized to do business in the State of Louisiana. Said bond shall be for the greater of the full amount of the contract price or the amount of the guaranteed maximum price of the Work. Both Company and Board shall be co-obligees under the bond.

4.5 Rights Concerning the Property during Construction. To the extent necessary, Company and its contractors shall have the right to occupy and use the Property, with reasonable ingress to and egress from the Property, during the term of this Agreement and with the prior written consent of the LSU Representative shall fence or block off that area of the Property necessary to perform the Work in a safe and secure manner acceptable to the LSU Representative. Company assumes all responsibility for the condition of the Property used by it during the term of this Agreement. Company and its contractors shall maintain the Property and any improvement or construction thereon in a reasonably prudent manner at all times until the Work is accepted by Board. Company will take prudent care of the Property and return same to Board at the termination or expiration of this Agreement, with the Building thereon, in as good a condition as when received, ordinary wear and tear excepted. Board shall not be responsible for any maintenance or repairs to the Property during the term of this Agreement. Company accepts

the Property for the purposes herein outlined without any warranty of title or recourse whatsoever against Board or LSU.

4.6 Access over Adjoining Property during Construction. Board hereby grants to Company servitude of access over and across such other property owned by Board as is necessary in order for the Company to fulfill its obligations hereunder, provided, however, Company will not unreasonably interfere with Board's or LSU's use of such other property.

4.7 Board/LSU Rules and Regulations; Code Compliance; Board Access During Construction. Company agrees that it will comply with all Board and LSU regulations and policies with regard to all contractors and personnel entering the Property for purposes of construction, and with all state and local laws and ordinances regulating its operations on the Property, and that it will secure, at its own expense, all necessary permits and licenses from all regulatory agencies or bodies, which rules and regulations will be addressed at the pre-construction conference. Company shall make these same requirements of its contractor or contractors for the Work. Company and its contractors shall design and construct the Work in accordance with all current and applicable codes, rules, regulations, applicable laws and applicable amendments thereto, including but not limited to applicable provisions of the International Building Code, NCANSI-A117.1 (1986 or the edition current as of the Effective Date hereof), the most recent edition of the NFPA 101 Life Safety Code, the Americans with Disabilities Act, and all applicable local and state uniform building codes in effect as of the Effective Date hereof. The Work and the Property shall be subject to inspection by the LSU Representative, and the LSU Representative, including any other Board employees, agents or consultants designated by him, shall have access at all times to the Work and the Property during construction for all purposes including but not limited to the right to review the Work to

determine that it is being performed in compliance with the approved plans and specifications and in a good and workmanlike manner.

4.8 Approvals. Board may not unreasonably deny or delay any approval required pursuant to this Agreement. Except as otherwise specifically provided herein, failure by Board to approve or disapprove within a time limit set forth herein shall be deemed disapproval by Board.

4.9 Signage. Before erecting or placing any sign upon the Property or the Building, Company shall submit the design specifications of such sign to the LSU Representative for approval, which approval shall not be withheld if such signage is consistent with Board or LSU's current signage policy or such signage was included in the plans and specifications, which have been approved by the LSU Representative.

4.10 Acceptance of Construction. Company and Board agree to work together to complete all warranty and punch list items within the first year following acceptance of the Work. Company will not accept the Work without the written approval of the LSU Representative. Board reserves the right to refuse to approve the acceptance of the Work unless Company certifies in writing to Board that monies equal to the value of the punch list deficiencies have been withheld by the Company for payment to the contractor for completion of the punch list items and that such monies shall not be expended for any other purpose. All governmental reviews, acceptance letters and associated appeals, including but not limited to the Office of the State Fire Marshall, OFPC and the Department of Public Health, if applicable, shall be delivered to the LSU Representative prior to final acceptance of the Work. Upon acceptance of the Work by Company, Company hereby agrees that, to the extent allowed by law, Company will assign or transfer to Board its right to enforce actions against the contractor and/or the

architect arising out of the Work; provided, however, Company shall continue to be obligated to complete the punch list items. Final payment shall not be made to the contractor until the Director of Facility Planning agrees in writing that the punch list items have been completed.

4.11 Funds for Construction. Prior to the commencement of Work, Company shall ensure, and upon request by the LSU Representative shall certify in writing, that the total amount of money needed to complete the Work has been collected or acquired by the Company and that such funds have been dedicated to that use and will not be expended for any other purpose.

4.12 Clerk of the Works. If in Board's sole discretion it becomes necessary, Company at Company's expense, shall hire a Clerk of the Works for full time supervision of the Work.

4.13 Inspection and Survey. Company shall inspect the Property and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense. Company accepts the Property in its present condition.

4.14 Utilities. Board shall provide for water, heat, gas, electricity, sewerage and other utilities necessary for the construction of the Work to the boundary of the Property. Company shall be responsible for paying or shall cause to be paid any and all charges for all utilities used on the Property during construction of the Work.

4.15 No Liens; Release of Recorded Liens. Company shall not suffer or permit any liens to be enforced against the Property, the Work, the Building, Board or LSU by reason of a failure to pay for any work, labor, services or materials supplied or claimed to have been supplied to Company or to anyone through or under the Company. If any such liens shall be recorded against the Property, Company shall cause the same to be released of record, or in the alternative, if the Company in good faith desires to contest the same, Company shall be privileged to do so, but in such case, Company hereby agrees to indemnify and save Board and

LSU harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment. Furthermore, at the LSU Representative's request, Company shall promptly deposit with the Recorder of Mortgages for East Baton Rouge Parish a bond guaranteeing payment of any such liens.

4.16 Site Prior to Construction. Company or its contractors will not remove or trim any trees located on or adjacent to the Property without prior written consent of the LSU Representative, which consent shall not be unreasonably withheld. During construction the Company and its contractors will protect and guard all trees standing within 100 yards of the construction site for a distance of 10 feet from the drip line of each tree against vehicular traffic and other reasonably foreseeable hazards, and not store any construction materials within the protected area. Any existing utility lines to surrounding buildings must be rerouted by Company in order that the Building not be placed over any existing utility lines.

ARTICLE V INSURANCE

5.1 Unless otherwise approved in writing by the LSU Representative, during the Work and prior to the donation to Board of the Building, Company shall maintain or require its contractor to maintain the following:

- (a) Builder's Risk Insurance. Contractor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Building, Work, Property and all structures located on the Property to protect against any damage or loss during the Work and until final donation of the Work and Building to Board and

acceptance thereof. This policy shall be taken out prior to commencement of construction and discontinued upon final acceptance by Board of the Work. It shall run in favor of contractor, Company and Board, as their interests may appear. The coverage shall include the architect's fee for work required and reconstruction following a loss during construction. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

- (b) General Liability and Property Damage Insurance. Company and its contractors, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which will cover Company's, Board's and the architect's legal liability arising out of the construction performed by Company or any of its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding structures and buildings, which may arise from operations for the construction of the Work. Unless otherwise agreed to in writing by Board, such policy or policies of insurance shall provide minimum liability limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate. Company shall also require its contractors and subcontractors to have in full force and effect a policy of workers' compensation and employer's liability insurance before proceeding with the

construction under this Agreement. Written evidence of such insurance shall be provided to the LSU Representative prior to commencement of the Work.

- (c) Architect's Design, Errors and Omissions. Upon execution of this Agreement, Company shall provide to Board evidence that the architect for the work has procured architect's design, errors and omissions insurance coverage for the Work in an amount acceptable to the LSU Representative, and Board shall be named as an additional insured on said policy.
- (d) All insurance shall be obtained through insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of A+:XV in the latest A. M. Best Co. ratings guide.

5.2 Additional Insureds. Company and Board shall each be named as an additional insured on all policies required hereby. Certificates of all policies of insurance and upon request by the LSU Representative copies of all insurance policies shall be delivered to Board, and said certificates and policies shall provide a thirty (30) day written notification to the LSU Representative prior to the cancellation thereof.

ARTICLE VI DONATION OF IMPROVEMENTS AND TITLE TO IMPROVEMENTS

6.1 Company agrees to donate the Building and Work to Board after (a) final acceptance of the Work by Company and written approval by the LSU Representative of said final acceptance, and (b) the delivery to the LSU Representative of (i) either a clear lien certificate as to the Work which certificate has been obtained from the proper parish clerk's office or (ii) evidence that any liens against the Building and Work have been adequately bonded. Unless otherwise agreed to in writing by Board and Company, the Building and Work shall not be donated to Board until the events in both (a) and (b) of this paragraph have occurred.

Unless otherwise agreed to in writing by Board and Company, use and/or occupancy of the Building shall be prohibited until the Building and Work have been donated by Company to Board.

6.2 Upon fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b) hereof, the Building and Work shall be donated to and title and ownership to said Building and Work shall be transferred to and shall become owned by Board. Unless otherwise agreed to in writing by Board and Company, said donation shall occur concurrently with final fulfillment of the conditions set forth in paragraph 6.1 (a) and 6.1 (b), and, upon said donation, Company shall have no further responsibilities, obligations or liabilities with regard to the Building, the Property or the Work, except as otherwise specifically set forth herein, including but not limited to final payment for all punch list items remaining on the Work, which obligation shall survive the termination of this Agreement. Company shall bear the risk of loss with respect to the Building and Work until final acceptance of the donation by Board. Furthermore, prior to such donation, Company shall obtain guarantees and warranties acceptable to the LSU Representative from the contractor or contractors and suppliers of equipment, which guarantees and warranties shall be assigned to and shall run in favor of Board upon the donation of the Building and Work.

6.3 Upon fulfillment of the conditions set forth in Paragraph 6.1 hereof, the parties agree to execute any and all documents necessary to effectuate the donation and the acceptance by Board thereof. The parties will record the donation and acceptance in the records of East Baton Rouge Parish.

6.4 Notwithstanding anything contained in this Agreement, Board at all times will have the absolute right to terminate this Agreement on thirty (30) days' written notice to Company. Upon such termination either Board shall take title to the Work and Building, or

Board, at its option, may require Company to transfer all of its right, title and interest in this Agreement, in any funds dedicated to complete the construction of the Work and Building, and in the Work and Building already constructed to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390, which is acceptable to Board, and which accepts the obligations of the Company hereunder.

ARTICLE VII INDEMNIFICATION

7.1 Company, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold Board and LSU harmless against any loss for damages or injuries that may be suffered by any person, including but not limited to Company's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, and Company agrees to defend Board and LSU in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against Board and LSU, and to reimburse Board and LSU for any legal expenses, including attorneys' fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Company's costs, expenses and indemnity payments incurred in fulfilling this indemnity and defense shall be limited to insurance proceeds which are available for this purpose, but only if Company has procured and kept in force the insurance required by this Agreement.

7.2 To the extent allowed by law, Board, for itself and for its successors, assigns, board members, officers, and employees, agrees to indemnify, defend and hold Company harmless against any loss for damages or injuries that may be suffered by any person including but not limited to Board's board members, officers, and employees, to the extent that such loss, damage or injuries arise out of the fault or negligence of Board or anyone for whom Board is

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

**ARTICLE VIII
TERMINATION**

Unless otherwise agreed to in writing by the LSU Representative and Company, this Agreement shall terminate upon donation of the Building and Work to Board and acceptance by Board of said donation as set forth in Article VI hereof or at the latest on June 1, 2014. This Agreement may be extended by written consent of both parties, which consent may be granted by the President of the LSU System and the Manager of the Company.

**ARTICLE IX
NOTICES**

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

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

With a copy to: Executive Director Office of Facility Services
Louisiana State University
Facility Services Bldg., CEBA Lane

Baton Rouge, LA 70803

Company Equine Lameness Unit, LLC
Attention: G. Lee Griffin, Manager
3838 West Lakeshore Drive
Baton Rouge, LA 70808

With a copy to: Roedel, Parsons, Koch, Blache, Balhoff & McCollister
Attention: David H. Hardy
8440 Jefferson Highway, Suite 301
Baton Rouge, LA 70809

**ARTICLE X
COMPANY DEFAULT**

- 10.1 Board may declare Company in default upon one or more of the following events:
- (a) Failure of Company to commence and/or complete the Work as set forth in this Agreement, within the time frame allowed, unless such time period has been mutually extended in writing by the LSU Representative and Company, and which failure has continued for a period of thirty (30) days after receipt of written notice from the LSU Representative specifying such failure and requesting that it be remedied; or
 - (b) A deviation, unauthorized in writing by the LSU Representative, from the plans and specifications for the Work approved by the LSU Representative, which deviation materially increases the total contract amount or which materially alters the appearance or square footage of the Building and has continued for a period of thirty (30) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied; or
 - (c) Failure of Company to observe or perform any other covenant, condition or agreement upon its part to be observed or performed under this Agreement for a

period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied; or

- (d) The taking by execution of the Building or the Work for the benefit of any person or entity other than Board; or
- (e) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Company, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction in the premises appointing a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Company or any substantial part of the properties of Company or ordering the winding up or liquidation of the affairs of Company, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or
- (f) The commencement by Company of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Company to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestration, or other similar official of or for Company or any substantial part of the properties of the Company; or
- (g) Company, after commencement of construction but prior to substantially completing construction of the Work and/or the Building, abandons (with no intent to continue) construction for a period of fifteen (15) consecutive days, excluding delays caused by Force Majeure.

10.2 Whenever any event of default referred to in this section shall have occurred and be continuing and Company refuses or fails to take the reasonable and necessary remedial action to cure such default in the time period specified therefor, in addition to any other remedies herein or by law provided, Board shall have the right, without any further demand or notice, to declare this Agreement terminated. In the event of the termination of this Agreement, Company expressly waives any notice to vacate. Furthermore, in the event of the termination of this Agreement during the Work due to the default of contractor, Board may call on the surety under the performance bond to complete the Work and shall be the owner of all improvements made on or to the Property, provided, however, at Board's sole option, Company shall transfer its rights and obligations under this Agreement and any funds Company has dedicated to complete the construction of the Building to another non-profit corporation or entity which meets the requirements of La. R.S. 17:3390 and which is acceptable to Board.

ARTICLE XI BOARD DEFAULT

Company may declare Board in default upon the failure of Board to observe or perform any covenant, condition or agreement upon its part to be observed or performed under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. If the default be continuing and Board has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Company shall have the right, without any further demand or notice to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Company under this Agreement.

ARTICLE XII
MISCELLANEOUS

12.1 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is further understood and agreed that except to the extent the LSU Property Foundation, in association with the LSU Foundation, has agreed to transfer or otherwise make available to Company, funds donated to the LSU Foundation for the specific purpose of supporting the design, construction and related expenses associated with the Building, neither the LSU Foundation nor the LSU Property Foundation shall have any liability or responsibility to either the Board or third-parties for the satisfaction of any claims, liabilities or other obligations incurred by Company, regardless of whether such claims, liabilities or obligations are incurred pursuant to the terms of this Agreement, any agreement authorized or entered into pursuant to the terms of this Agreement, or otherwise.

12.2 Attorneys' Fees. If either party is required to commence legal proceedings relating to this Agreement, the prevailing party to the extent allowed by law shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

12.3 Louisiana Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in East Baton Rouge Parish, Louisiana.

12.4 Nonwaiver. No waiver by Board or Company of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions, or restrictions of this Agreement. The failure of Board or Company to insist in any one or more cases upon the strict performance of

any of the covenants of the Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver, change, modification or discharge by Board or Company of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the parties hereto.

12.5 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

12.6 Authorization. By execution of this Agreement, Company and Board each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Agreement have been taken and performed; and that the persons signing this Agreement on their behalf have due authorization to do so.

12.7 Name, Logo or Marks. Neither party shall make use of the other party's name, logo or marks without its prior written consent.

12.8 Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof, and duly executed by the parties hereto.

12.9 Assignment and Mortgage. Company shall not assign this Agreement or any part hereof without the prior written consent of the President of the Louisiana State University System, and any attempt of assignment without the prior written consent of the President of the

Louisiana State University System shall be null and void as to Board. Furthermore, Company may not mortgage or encumber its rights in or arising out of this Agreement or any rights it has or might have in the Building or the Work without the prior written consent of the President of the Louisiana State University System, and any attempt to mortgage or encumber without the prior written consent of the President of the Louisiana State University System shall be null and void as to Board.

12.10 Books, Records and Audit. The books, accounts and records of Company which pertain directly to the Work and construction of the Building shall be maintained at the principal office of Company. Board may at its option and at its own expense during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of Company and its contractor(s) to the extent necessary to verify compliance with this Agreement or insofar as said books, bank accounts, records and accounts directly relate to Company's performance of its obligations under this Agreement. Audits may be made on either a continuous or periodic basis or both and may be conducted by employees of Board, by independent auditors retained by Board to conduct such audit, by the Louisiana Legislative Auditor or by the Office of the Governor, Division of Administration, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs of the Company.

12.11 Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of Board into another educational institution.

12.12 Notice of Lease. Company agrees not to record this Agreement. At the Company's request, the parties will execute a Notice of Lease for recording in the records of East Baton Rouge Parish, and the cost of recording will be borne by Company.

12.13 LSU Representative. In addition to any other individuals specifically authorized in writing by the President of the LSU System to act as the LSU Representative, the General Counsel to the President and Board of Supervisors and/or the Assistant Vice President and University Architect are hereby authorized to act as the LSU Representative.

12.14 Entire Agreement. This Agreement, together with the exhibit attached hereto, contains the final and entire agreement between the parties hereto with respect to the Property and the Building and contains all of the terms and conditions agreed upon with respect to the Property and the Building, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

[Remainder of page intentionally left blank.]

**[Signature page for Lease Agreement for Construction of
LSU School of Veterinary Medicine Equine Lameness Unit]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
of the day, month and year hereinabove first written.

WITNESSES:

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

Name: _____

Date: _____

Name: _____

Date: _____

By: _____

John V. Lombardi, President

Louisiana State University System

EQUINE LAMENESS UNIT, LLC

Name: _____

Date: _____

Name: _____

Date: _____

By: _____

G. Lee Griffin, Manager

Equine Lameness Unit, LLC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this ____ day of _____, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared John V. Lombardi, appearing herein in his capacity as the President of the Louisiana State University System, and appearing on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation organized and existing under the laws of the State of Louisiana, who, being by me first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of said corporation with full authority of its Board of Supervisors and that said instrument is the free act and deed of said corporation and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Name: _____
Date: _____

John V. Lombardi, President
Louisiana State University System

Name: _____
Date: _____

NOTARY PUBLIC
Name: _____
Bar Roll No. _____
Commission Expires: _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACKNOWLEDGMENT

BE IT KNOWN that on this _____ day of _____, 2011, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared G. Lee Griffin, appearing herein in his capacity as Manager of the Equine Lameness Unit, LLC, a Louisiana limited liability company, who, being by me and first duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument on behalf of and with full authority of said Company and that said instrument is the free act and deed of said Company and was executed for the uses, purposes and benefits therein expressed.

IN TESTIMONY WHEREOF, Appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

EQUINE LAMENESS UNIT, LLC

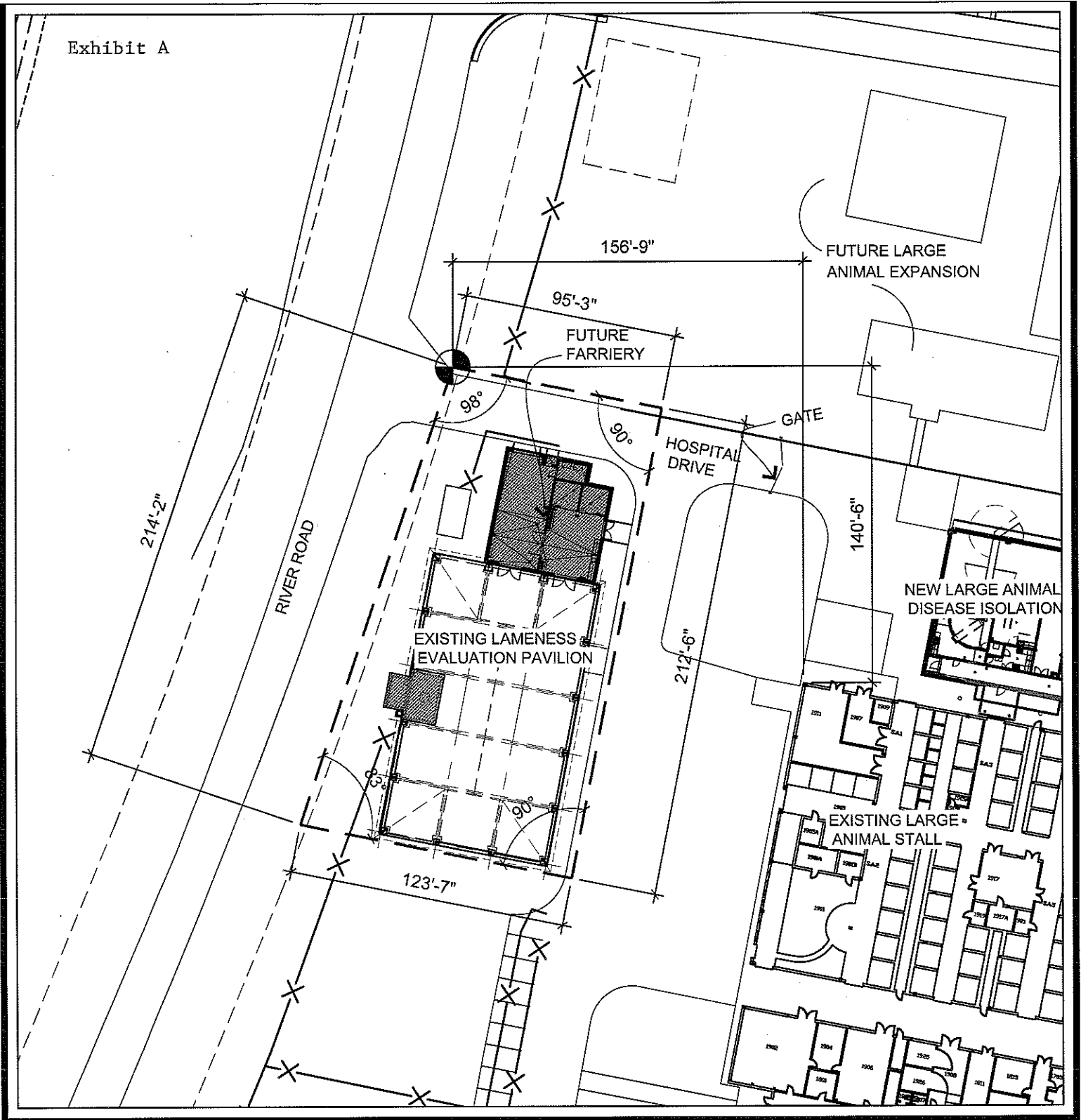
Name: _____
Date: _____

G. Lee Griffin, Manager
Equine Lameness Unit, LLC

Name: _____
Date: _____

NOTARY PUBLIC
Name: _____
Bar Roll No. _____
Commission Expires: _____

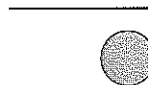
Exhibit A



BOUNDARY DESCRIPTION:

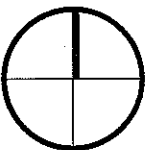
STARTING (.533 ACRES) AT NORTH WEST CORNER OF THE PROPERTY ALONG THE EAST R/W OF RIVER ROAD CONTINUING IN A SOUTHERLY DIRECTION ALONG RIVER ROAD 214.17 TO A POINT AT THE EAST SIDE OF RIVER ROAD HENCE TURNING TO THE EAST 83 DEGREES AND CONTINUING IN AN EASTERLY DIRECTION 123.57' TO A POINT AT THE SOUTHEAST CORNER OF THE EXISTING PAVILION HENCE TURNING 90 DEGREES AND CONTINUING IN A NORTHERLY DIRECTION ALONG THE EAST SIDE OF THE LAMENESS PAVILION 212.5' TO A POINT AT THE SOUTH SIDE OF HOSPITAL DRIVE HENCE TURNING 90 DEGREES AND CONTINUING IN A WESTERLY DIRECTION TO THE EAST R/W OF RIVER ROAD 95.25' TO THE ORIGINAL STARTING POINT.

LSU-SVM
 PARTIAL SITE PLAN
 09 SEPTEMBER 2011
 SCALE: 1" = 60'-0"



FOILWYATT
 Architects & Planners, PLLC
 SUITE 400
 1510 NORTH STATE STREET
 JACKSON, MS 39202-1847
 TELEPHONE (601) 352-3071
 FAX (601) 352-3078

NORTH





**RECOMMENDATION TO AMEND THE
2012 CAPITAL OUTLAY BUDGET REQUEST AND
FIRST YEAR PRIORITIZED CATEGORIES FOR THE
LSU SYSTEM TO INCLUDE PROJECTS AT THE
HEALTH SCIENCES CENTER IN SHREVEPORT AND
LOUISIANA STATE UNIVERSITY AT EUNICE**

To: Members of the Board of Supervisors

Date: October 21, 2011

Pursuant to Article VII, Section 8, G.1 and G.2 Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter".

G.1 Capital outlay requests need not be submitted in accordance with the procedures of this Section. Board approval of any capital outlay request or item, or approval of an operating budget...

G.2 Capital outlay prioritization must be approved by the Board or by the Executive Committee.

1. Summary of the Matter

**Project No. 1- High Voltage Electrical Distribution System Upgrade,
Health Sciences Center - Shreveport.**

In August of 2011, the LSU Board approved the 2012 Capital Outlay 5-Year Plan and First Year Prioritized Projects List for the LSU System. Included on that list in the New Projects Category was the Health Sciences Center's "High Voltage Electrical Distribution System Upgrade".

This system has experienced several recent failures. In August, a high voltage feeder cable failed, then the south feed capacitor bank failed followed by a transformer that was tested and determined not to be able to reliably step power down for further use. Between August 31st and September 13, 2011, the high voltage feeder cable was replaced and re-energized and the transformer replaced. Technical specifications for the capacitor bank are being assembled for bidding. Health Sciences Center – Shreveport requests that the High Voltage Electrical Distribution System Upgrade be moved to top priority emergency campus project in the current capital outlay submissions.

This request is to amend the 2012 Capital Outlay 5-Year Plan and First Year Prioritized Projects List to include this project in the Emergency Category.

**Project No. 2- Replacement of Hundley Hall Chillers,
Louisiana State University at Eunice.**

In December of 2010, the LSU Board approved a change in project scope utilizing available project funds from the Classroom Community Education Building to replace two central plant chillers in Hundley Hall. This scope change was approved by the Board of Regents but not the Division of Administration as of this date

The chillers include a 20-year old 500-ton unit and a 15-year old 600-ton unit, which provides cooling for campus buildings. Since 2009, LSUE has expended more than \$150,000 in chiller repairs and service. After evaluating the overall condition of each unit and the service they are expected to provide, it is the recommendation of LSUE, in consultation with a professional engineer, to replace the two existing chillers with two new 600-ton units. Estimated total project cost is \$985,000.

This request is to amend the 2012 Capital Outlay 5-Year Plan and First Year Prioritized Projects List to include this project in the New Projects Category.

2. Review of Business Plan

Not Applicable.

3. Fiscal Impact

At Health Sciences Center- Shreveport, the high voltage electrical system will be replaced with updated technology which will increase the electrical distribution system reliability and provide an overall reduction in maintenance costs.

At LSUE, the replacement of the chillers will avoid additional maintenance issues and provide more efficient, dependable units to cool campus buildings including the new Classroom Community Education Building.

4. Description of Competitive Process

Projects will comply with public bid laws.

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

Not applicable.

7. Related Transactions

None.

8. Conflicts of Interest

None

Attachments

- Letter from Chancellor Barish
- Letter from Chancellor Nunez
- Revised Five-Year Plan
- Revised First Year Prioritized Projects list

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College that the 2012-2013 Capital Outlay 5-Year Plan and First Year Prioritized Categories for the Louisiana State University System be amended to include the below listed projects:

LSU Health Sciences Center-Shreveport

High Voltage Electrical Distribution System Upgrade

Category- Emergency Projects

\$5,400,000 – General Obligation Bonds

LSU Eunice

Replacement of Hundley Hall Chillers

Category- New Projects

\$985,000 - General Obligation Bonds"

September 27, 2011

Dr. John V. Lombardi
President, Louisiana State University System
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

RE: Fiscal Year 2012-2013 Capital Outlay Revision Request
Revised Project Listing

Dear Dr. Lombardi:

Louisiana Health Sciences Center – Shreveport has recently submitted the electronic e-Corts forms for the fiscal year 2012-2013 Capital Outlay requests. Since the submittal, the campus has experienced significant primary electrical distribution problems. The summer of 2011 has been a record setting summer for temperatures exceeding 100 degree days. The excessive heat has strained the electrical distribution system that has been in place since the early 1970's. The system is maintained by our Physical Plant. It is estimated to have a useful design life of approximately 35 years. We are requesting that the LSU System revise the System Capital Outlay request based on our new order of projects for this campus.

On August 12, 2011, an underground high voltage feeder cable (12,470 volts) failed causing portions of the campus to be without power until temporary measures were taken. On August 13, 2011, the south feed capacitor bank failed causing portions of the campus to be without power until temporary measures were taken. On or about August 24, 2011 a high voltage transformer was tested and found to be unable to reliably step power down from 12,470 volts to 480 volts.

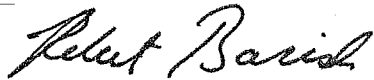
An emergency bid was received on August 17, 2011 to replace the high voltage feeder cable. The low bid was \$81,115. The new line was energized on 8/31/11. An emergency bid was received on 9/01/11 to replace the transformer. The low bid was \$85,601. The replacement transformer was put on line on 9/13/11. A technical bid package is being prepared for the south capacitor bank.

The electronic e-Corts submittal was made in July, 2011 with the high voltage electrical system upgrade listed as our 4th priority emergency project. Due to the recent electrical distribution system issues, we are requesting that the high voltage electrical system upgrade be moved to our

top priority emergency project. We have attached an updated 5-year Capital Outlay spreadsheet for FY 2012-2017 with the electrical project moved accordingly. Also attached is a letter to you dated September 8, 2011 detailing the electrical issues as described. The final attachment is the recommendation summary to re-prioritize our campus capital outlay projects for the fiscal year 2012-2013.

Thank you for your time and consideration of this matter. Feel free to call if you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Robert A. Barish".

Robert A. Barish, MD, MBA
Chancellor
LSU Health Sciences Center – Shreveport

Attachments

2012 - 2017 CAPITAL OUTLAY PLAN
LSU HEALTH SCIENCES CENTER - SHREVEPORT
September 2011

PRIORITY	PROJECT NAME	PRIOR FUNDING AUTHORIZATION	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL PROJECT ESTIMATE	FY 2012-2017 FUNDS REQUESTED
E	High Voltage Electrical Distribution System Upgrade	NONE	\$5,400,000					\$5,400,000	\$5,400,000
E	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	Act 203, 2007, \$2,500,000 Gen Fund (Direct); Act 28, 2007 \$2,500,000 GOB Priority 1, \$800,000 GOB Priority 2.	\$15,019,156					\$15,019,156	\$15,019,156
E	Replacement of Functionally Obsolete Hospital Equipment (EA Conway)	NONE	\$6,372,500					\$6,372,500	\$6,372,500
E	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	NONE	\$3,020,000					\$3,020,000	\$3,020,000
E	Huey P. Long Relocation / Airpark Renovation	NONE	\$2,111,500	\$23,226,500		\$6,283,000		\$31,621,000	\$31,621,000
1	Feist-Weiller Cancer Research Building (Shreveport)	Act 28, 2007, HB765, 2007, \$3,700,000 Gen. Fund Direct	\$40,700,000		\$10,600,000			\$55,000,000	\$51,300,000
2	Hospital Acute Care Patient Tower (Shreveport)	NONE	\$6,810,978	\$74,920,758			\$10,078,550	\$91,810,286	\$91,810,286
3	Hospital Diagnostic Support Services Renovation (Shreveport)	NONE	\$645,908	\$7,139,291	\$1,414,301			\$9,199,500	\$9,199,500
4	Outpatient Surgery - Imaging Center	NONE	\$1,724,044	\$18,964,484		\$12,500,000		\$33,188,528	\$33,188,528
5	Comprehensive Care Center (E.A. Conway Medical Center)	NONE	\$1,391,155	\$15,302,705	\$5,000,000			\$21,693,860	\$21,693,860
6	Campus Wayfinding / Directional and Locational Signage (Shreveport)	NONE	\$92,700	\$1,019,700				\$1,112,400	\$1,112,400
7	Parking Garage (Shreveport)	NONE		\$1,442,000	\$15,862,000			\$17,304,000	\$17,304,000
8	Replacement Outpatient Ophthalmology Facility (Shreveport)	NONE		\$717,168	\$7,929,167	\$3,967,766		\$12,614,101	\$12,614,101
9	Educational and Conference Center / Research Institute (Shreveport)	NONE			\$7,277,774	\$59,771,106	\$5,728,860	\$72,777,740	\$72,777,740
10	Ambulatory Care Center - Hospital Elevated Pathway / LINC Connector (Shreveport)	NONE			\$412,000	\$4,532,000		\$4,944,000	\$4,944,000
11	Warehouse Relocation (Shreveport)	NONE			\$425,421	\$4,682,813		\$5,108,234	\$5,108,234
12	Health Sciences Library Expansion (Shreveport)	NONE				\$583,495	\$6,657,148	\$7,240,643	\$7,240,643
GRAND TOTAL			\$77,887,941	\$142,732,607	\$48,920,663	\$92,320,180	\$22,464,558		\$384,325,948



Office of the Chancellor • Louisiana State University at Eunice • P.O. Box 1129 • Eunice, LA 70535
Phone: (337) 550-1201 • FAX: (337) 546-6620

To: Dr. John Lombardi, President
From: Dr. William J. Nunez, III, Chancellor
Date: September 27, 2011

LSU Eunice respectfully requests that the Board approve the amendment of the 2012-13 Capital Outlay Request and First-Year Prioritized Categories to include the replacement of the Hundley Hall Chillers. These chillers are needed to provide more efficient, dependable units to cool campus buildings including the new Classroom Community Education Building scheduled to be fully operational by the fall semester, 2012.

I thank you in advance for your favorable consideration and approval of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Nunez, III". The signature is written over a large, circular, light-colored stamp or watermark that is partially visible.

William J. Nunez, III, Ph.D.
Chancellor and Professor of Biology

tlq

LSUE – Replacement of Hundley Hall Chillers

Need

- The two chillers (one 500-ton and one 600-ton) which provide chilled water to the entire campus buildings and the new Classroom Community Education Building which is scheduled to be fully operational by the Fall 2012 semester have had continual maintenance/operational issues and need to be replaced with two 600-ton units.

Supporting Data

- Since 2009, approximately \$150,000 spent to date on both chillers.
- The 500-ton chiller is 25 years old and the 600-ton unit is 15 years old, but the 600-ton unit has had more problems and costs associated with it.
- A professional consulting firm, Associated Design Group, recommends replacement of the two existing chillers with two new 600-ton units.

Design Description

- Remove existing chillers one at a time.
- Replace each chiller with a 600-ton unit.

Expected Improvements the Project will Provide

- More efficient, dependable units to cool the campus buildings, including the new Classroom Community Education Building coming on line in the fall of 2012.

<u>Project Costs:</u>	<u>General Obligation Bonds</u>
Construction	\$ 800,000
Planning	\$ 80,000
Hazardous Materials	\$ 25,000
Contingency	<u>\$ 80,000</u>
Total	\$ 985,000

LOUISIANA STATE UNIVERSITY BOARD OF SUPERVISORS
 LOUISIANA STATE UNIVERSITY AT EUNICE
 Five-Year Capital Outlay Plan
 2012-2013

PRIORITY NO.	PROJECT	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>TOTAL</u>
E	Replacement of Science Laboratory Fume Hoods	\$1,490,048					\$1,490,048
1	Replacement of Hundley Hall Chillers	\$985,000					\$985,000
2	Science Building Renovations	\$781,490	\$8,711,390	\$500,000			\$9,992,880
3	Financial Aid Office Renovations	\$308,750					\$308,750
4	Library Renovations		\$270,250	\$3,030,250			\$3,300,500
5	H & PE Building Renovations			\$287,500	\$3,220,000		\$3,507,500
6	Physical Plant/Central Receiving Facility				\$230,000	\$2,645,000	\$2,875,000
7	Child Day Care Center				\$88,150	\$969,650	\$1,057,800
		<u>\$3,565,288</u>	<u>\$8,981,640</u>	<u>\$3,817,750</u>	<u>\$3,538,150</u>	<u>\$3,614,650</u>	<u>\$23,517,478</u>

**LOUISIANA STATE UNIVERSITY SYSTEM
FIVE-YEAR CAPITAL OUTLAY PLAN**

LOUISIANA STATE UNIVERSITY		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E-1	Main Campus: Sewer Line Replacement	\$455,000	\$4,066,000				\$4,521,000
E-2	Life Science Annex: Partial Roof Replacement and Waterproofing	\$930,000					\$930,000
E-3	Patrick Taylor Hall Roof Replacement	\$1,840,000					\$1,840,000
SG-1	Res Life: New Residence Hall (RB)	\$65,000,000					\$65,000,000
SG-2	University Recreation: Facility Expansion & Additions(RB)	\$84,750,000					\$84,750,000
SG-3	Res Life: Evangeline Hall Renovation(RB)	\$16,600,000					\$16,600,000
SG-4	Res Life: Miller & Herget Halls, Replace Chillers (SG)	\$1,650,000					\$1,650,000
SG-5	Dean French House Renovations (SG)	\$2,100,000					\$2,100,000
SG-6	Hatcher Hall: Basement Renovations (SG)	\$620,000					\$620,000
C-1	South Campus Land Acquisition	\$8,750,000					\$8,750,000
C-2	Choppin Hall Annex: Chemistry Lab Building (Supplemental Funds)	\$3,750,000					\$3,750,000
C-3	Renovate Old Engineering Shops for Art Department	\$14,930,000	\$375,000				\$15,305,000
1	French House Renovation	\$600,000	\$4,849,000	\$378,000			\$5,827,000
2	Highland Road Center Mechanical Plant Upgrades	\$2,320,000					\$2,320,000
3	Howe-Russell-Kniffen Geoscience (West) Renovation	\$2,500,000	\$20,962,000	\$1,213,000			\$24,675,000
4	Atkinson Hall Renovation	\$1,500,000	\$15,835,000	\$900,000			\$18,235,000
5	College of Engineering, Chemical Engineering Building (\$19M SG and \$19 GOB)	\$19,869,000	\$16,349,143	\$900,800			\$37,118,943
6	Choppin Hall Renovations	\$4,200,000	\$35,175,000	\$2,000,000			\$41,375,000
7	Prescott Hall Renovation	\$1,500,000	\$12,810,000	\$450,000			\$14,760,000
8	Military and Air Science Renovation		\$760,000	\$6,068,000	\$757,000		\$7,585,000
9	Allen Hall Renovation		\$1,604,300	\$12,836,400	\$1,604,300		\$16,045,000
10	Veterinary Medicine: Large Equipment Replacement		\$2,760,000				\$2,760,000
11	Science & Instruction Bldg.		\$4,150,400	\$33,204,200	\$4,150,400		\$41,505,000
12	H.P. Long Renovation		\$2,285,500	\$18,284,000	\$2,285,500		\$22,855,000
13	Energy, Coast and Environment Annex			\$4,606,700	\$36,856,600	\$4,606,700	\$46,070,000
14	Math and Lecture Hall			\$4,410,100	\$35,284,800	\$4,410,100	\$44,105,000
15	Library-Remote Storage Facility			\$328,500	\$2,627,200	\$328,500	\$3,284,200
16	Human Ecology Addition			\$745,400	\$5,964,200	\$745,400	\$7,455,000
17	Foster Hall Renovation			\$2,079,900	\$16,645,200	\$2,079,900	\$20,805,000
18	Veterinary Medicine-Biomedical Research Facility			\$3,120,700	\$24,963,600	\$3,120,700	\$31,205,000
19	Pleasant Hall Renovation				\$1,420,700	\$11,368,400	\$12,789,100
20	Foster Hall Addition-Natural Science				\$2,009,500	\$16,072,000	\$18,081,500
21	Veterinary Medicine-Clinical and Instruction Facility					\$2,116,500	\$2,116,500
TOTAL:		\$233,864,000	\$121,981,343	\$91,525,700	\$134,569,000	\$44,848,200	\$626,788,243
LSU AGRICULTURAL CENTER		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Animal and Food Science Facilities Renovation and Modern. - Ph III	\$530,000	\$5,830,000	\$400,000			\$6,760,000
2	Animal and Food Science Facilities Renovation and Modern. - Ph IV	\$500,000	\$6,075,000				\$6,575,000
3	Animal and Food Science Facilities Renovation and Modern. - Ph V	\$474,000	\$6,189,000				\$6,663,000
4	Livestock Education Facility	\$5,000,000					\$5,000,000
5	Greenhouse Facilities Relocation and Departmental Renovations		\$1,235,000	\$13,585,000	\$780,000		\$15,600,000
6	Biological and Agricultural Engineering Building		\$1,248,000	\$13,728,000	\$364,000		\$15,340,000
7	Research Support Facilities/Solid Waste Management Facilities		\$1,760,000				\$1,760,000
8	Shop and Storage Buildings Replacement (Crowley)		\$1,170,000				\$1,170,000
9	Distance Learning Center and Regional Office (Bossier)		\$1,482,000				\$1,482,000
10	Parker Coliseum Renovations				\$2,170,000	\$23,870,000	\$26,040,000
11	4H Educational Center					\$22,500,000	\$22,500,000
TOTAL:		\$6,504,000	\$24,989,000	\$27,713,000	\$3,314,000	\$46,370,000	\$108,890,000
LSU AT ALEXANDRIA		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E	Network & Telephone Cabling Infrastructure	\$2,905,353					\$2,905,353
E	Drainage Outfall Improvements, Part 2	\$427,443	\$4,701,876				\$5,129,319
1	Business and Education Building	\$1,062,200	\$12,002,352				\$13,064,552
2	Library Flooring Asbestos Abatement and General Refurbishing	\$993,552					\$993,552

**LOUISIANA STATE UNIVERSITY SYSTEM
FIVE-YEAR CAPITAL OUTLAY PLAN**

3	Renovation of Oakland Hall	\$315,000	\$4,265,000				\$4,580,000
TOTAL:		\$5,703,548	\$20,969,228	\$0	\$0	\$0	\$26,672,776

LSU AT EUNICE		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E	Replacement of Science Laboratory Fume Hoods	\$1,490,048					\$1,490,048
1	Replacement of Hundley Hall Chillers	\$985,000					\$985,000
2	Science Building Renovations	\$781,490	\$8,711,390	\$500,000			\$9,992,880
3	Financial Aid Office Renovations	\$308,750					\$308,750
4	Library Renovations		\$270,250	\$3,030,250			\$3,300,500
5	H & PE Building Renovations			\$287,500	\$3,220,000		\$3,507,500
6	Physical Plant/Central Receiving Facility				\$230,000	\$2,645,000	\$2,875,000
7	Child Day Care Center				\$88,150	\$969,650	\$1,057,800
TOTAL:		\$3,565,288	\$8,981,640	\$3,817,750	\$3,538,150	\$3,614,650	\$23,517,478

LSU HEALTH SCIENCES CENTER - NEW ORLEANS		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
C-1	Life Safety Generator and Associated Electrical Equipment Upgrades, Uptown Campus (Revised scope. No additional funds requested)	\$0					\$0
C-2	Facilities Renovation (Revised description. No additional funds requested) (FED)	\$0					\$0
1	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	\$1,430,528	\$8,106,323				\$9,536,851
2	MEB Exhaust Upgrade		\$996,610	\$8,969,492			\$9,966,102
TOTAL:		\$1,430,528	\$9,102,933	\$8,969,492	\$0	\$0	\$19,502,953

LSU HEALTH SCIENCES CENTER - SHREVEPORT		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
E-1	High Voltage Electrical Distribution System Upgrade	\$5,400,000					\$5,400,000
E-2	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$15,019,156					\$15,019,156
E-3	Replacement of Functionally Obsolete Hospital Equipment (E.A. Conway)	\$6,372,500					\$6,372,500
E-4	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$3,020,000					\$3,020,000
E-5	Huey P. Long Medical Center Relocation / Airpark Renovations	\$2,111,500	\$23,226,500		\$6,283,000		\$31,621,000
C	Feist-Weiller Cancer Research Building (Shreveport)	\$40,700,000		\$10,600,000			\$51,300,000
1	Hospital Acute Care Patient Tower (Shreveport)	\$6,810,978	\$74,920,758			\$10,078,550	\$91,810,286
2	Hospital Diagnostic Support Service Renovation (Shreveport)	\$645,908	\$7,139,291	\$1,414,301			\$9,199,500
3	Outpatient Surgery - Imaging Center (Shreveport)	\$1,724,044	\$18,964,484		\$12,500,000		\$33,188,528
4	Comprehensive Care Center (E.A. Conway)	\$1,391,155	\$15,302,705	\$5,000,000			\$21,693,860
5	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$92,700	\$1,019,700				\$1,112,400
6	Parking Garage (Shreveport)		\$1,442,000	\$15,862,000			\$17,304,000
7	Replacement Outpatient Ophthalmology Facility (Shreveport)		\$717,168	\$7,929,167	\$3,967,766		\$12,614,101
8	Educational and Conference Center / Research Institute (Shreveport)			\$7,277,774	\$59,771,106	\$5,728,860	\$72,777,740
9	Ambulatory Care Center - Hospital Elevated Pathway / LINC Connector (Shreveport)			\$412,000	\$4,532,000		\$4,944,000
10	Warehouse Relocation (Shreveport)			\$425,421	\$4,682,813		\$5,108,234
11	Health Sciences Library Expansion (Shreveport)				\$583,495	\$6,657,148	\$7,240,643
TOTAL:		\$77,887,941	\$142,732,606	\$48,920,663	\$92,320,180	\$22,464,558	\$384,325,948

LSU IN SHREVEPORT		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
1	Land Acquisition- "Kemp Land"	\$600,000					\$600,000
2	Bronson Hall Renovation	\$1,103,750	\$12,466,250	\$1,000,000			\$14,570,000
3	HPE Renovation and Expansion	\$1,048,250	\$11,780,750	\$475,000			\$13,304,000
4	Computer Room Generator - Disaster Recovery	\$714,000					\$714,000
5	College of Education, Human Development Building		\$720,000	\$7,920,000	\$750,000		\$9,390,000
6	Mass Communications, Fine Arts and Performing Arts Building		\$3,800,000	\$41,800,000	\$1,500,000		\$47,100,000
7	Special Events Center / Emergency Shelter		\$3,175,800	\$34,933,800	\$3,000,000		\$41,109,600
8	Science Laboratory and Red River Watershed Management Institute			\$960,000	\$10,560,000	\$1,000,000	\$12,520,000

E - Emergency
C - Building
RB - Revenue Bonds
GOB - General Obligation Bonds
FED - Federal Funds

**LOUISIANA STATE UNIVERSITY SYSTEM
FIVE-YEAR CAPITAL OUTLAY PLAN**

TOTAL: \$3,466,000 \$31,942,800 \$87,088,800 \$15,810,000 \$1,000,000 \$139,307,600

UNIVERSITY OF NEW ORLEANS		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL
SG-1	Affinity Housing (RB)		\$25,000,000				\$25,000,000
SG-2	New Student Union (RB)			\$60,000,000			\$60,000,000
1	Human Performance Center Renovations for Fine Arts	\$500,000	\$5,600,000				\$6,100,000
2	Central Utilities Plant Additions/Improvements	\$333,500	\$3,668,500				\$4,002,000
3	Earl K. Long Library- Roof Replacement	\$972,000					\$972,000
4	Student Housing Demolition		\$2,000,000				\$2,000,000
5	Information Technology Building			\$2,860,000	\$28,600,000	\$3,540,000	\$35,000,000
6	Education Building Renovations				\$15,000,000		\$15,000,000
TOTAL:		\$1,805,500	\$36,268,500	\$62,860,000	\$43,600,000	\$3,540,000	\$148,074,000
GRAND TOTAL:		\$334,226,805	\$396,968,050	\$330,895,405	\$293,151,330	\$121,837,408	\$1,477,078,998

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
Capital Outlay Recommendations 2012-2013 in Priority Order**

EMERGENCIES

PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
E-1	(N) HSCS	High Voltage Electrical Distribution System Upgrade	\$5,400,000	\$5,400,000
E-2	LSU	Main Campus: Sewer Line Replacement	\$455,000	\$4,521,000
E-3	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Shreveport)	\$15,019,156	\$15,019,156
E-4	HSCS	Replacement of Functionally Obsolete Hospital Equipment (E.A. Conway)	\$6,372,500	\$6,372,500
E-5	HSCS	Replacement of Functionally Obsolete Hospital Equipment (Huey P. Long)	\$3,020,000	\$3,020,000
E-6	LSU	Life Science Annex: Partial Roof Replacement and Waterproofing	\$930,000	\$930,000
E-7	LSU	Patrick Taylor Hall Roof Replacement	\$1,840,000	\$1,840,000
E-8	HSCS	Huey P. Long Medical Center Relocation / Airpark Renovations	\$2,111,500	\$31,621,000
E-9	LSUE	Replacement of Science Laboratory Fume Hoods	\$1,490,048	\$1,490,048
E-10	LSUA	Drainage Outfall Improvements, Part 2	\$427,443	\$5,129,319
E-11	LSUA	Network & Telephone Cabling Infrastructure	\$2,905,353	\$2,905,353
TOTAL			\$39,971,000	\$78,248,376

SELF-GENERATED/REVENUE BOND PROJECTS

PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
SG-1	HSCNO	Facilities Renovation (Revised scope. No additional funds requested) (FED)	\$0	\$27,450,000
SG-2	LSU	Res Life: New Residence Hall (RB)	\$65,000,000	\$65,000,000
SG-3	LSU	University Recreation: Facility Expansion & Additions(RB)	\$84,750,000	\$84,750,000
SG-4	(N) LSU	Res Life: Evangeline Hall Renovation(RB)	\$16,600,000	\$16,600,000
SG-5	(N) LSU	Res Life: Miller & Herget Halls, Replace Chillers (SG)	\$1,650,000	\$1,650,000
SG-6	(N) LSU	Dean French House Renovations (SG)	\$2,100,000	\$2,100,000
SG-7	(N) LSU	Hatcher Hall: Basement Renovations (SG)	\$620,000	\$620,000
TOTAL			\$170,720,000	\$198,170,000

CONTINUING PROJECTS

PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
C-1	HSCNO	Life Safety Generator and Associated Electrical Equipment Upgrades, Uptown Campus (Revised scope. No additional funds requested)	\$0	\$1,100,000
C-2	LSU	South Campus Land Acquisition	\$8,750,000	\$10,000,000
C-3	LSU	Choppin Hall Annex: Chemistry Lab Building (Supplemental Funds)	\$3,750,000	\$33,924,000
C-4	LSU	Renovate Old Engineering Shops for Art Department	\$14,930,000	\$15,305,000
C-5	HSCS	Feist-Weiller Cancer Research Building (Shreveport)	\$40,700,000	\$55,000,000
TOTAL			\$68,130,000	\$115,329,000

NEW PROJECTS (NOT IN PREVIOUS CAPITAL OUTLAY BILL)

PRIORITY	CAMPUS	PROJECT	2012-2013 REQUEST	TOTAL PROJECT COST
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(N) - New First Year Request
 SG - Self-Generated Funds
 RB - Revenue Bonds
 GOB - General Obligation Funds
 FED - Federal Funds

1	LSU	French House Renovation	\$600,000	\$5,827,000
2	LSU	Highland Road Center Mechanical Plant Upgrades	\$2,320,000	\$2,320,000
3	AgCenter	Livestock Education Facility	\$5,000,000	\$5,000,000
4	UNO	Human Performance Center Renovations for Fine Arts	\$500,000	\$6,100,000
5	HSCNO	Dental School Mechanical, Electrical Systems Modernization and ADA Improvement	\$1,430,528	\$9,536,851
6	(N) LSUE	Replacement of Hundley Hall Chillers	\$985,000	\$985,000
7	(N) LSUS	Land Acquisition- "Kemp Land"	\$600,000	\$600,000
8	AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph III	\$530,000	\$6,760,000
9	LSUS	Bronson Hall Renovation	\$1,103,750	\$14,570,000
10	LSU	Howe-Russell-Kniffen Geoscience (West) Renovation	\$2,500,000	\$24,675,000
11	LSU	Atkinson Hall Renovation	\$1,500,000	\$18,235,000
12	HSCS	Hospital Acute Care Patient Tower (Shreveport)	\$6,810,978	\$91,810,286
13	AgCenter	Animal and Food Sciences Facilities Renovation and Modernization- Phase IV	\$500,000	\$6,575,000
14	HSCS	Hospital Diagnostic Support Service Renovation (Shreveport)	\$645,908	\$9,199,500
15	HSCS	Outpatient Surgery - Imaging Center (Shreveport)	\$1,724,044	\$33,188,528
16	LSUA	Business and Education Building	\$1,062,200	\$13,064,552
17	HSCS	Comprehensive Care Center (E.A. Conway)	\$1,391,155	\$21,693,860
18	LSU	College of Engineering, Chemical Engineering Building (\$19M SG & \$19 GOB)	\$19,869,000	\$38,000,000
19	LSUS	HPE Renovation and Expansion	\$1,048,250	\$13,304,000
20	AgCenter	Animal and Food Science Facilities Renovation and Modern. - Ph V	\$474,000	\$6,663,000
21	LSUA	Library Flooring Asbestos Abatement and General Refurbishing	\$993,552	\$993,552
22	(N) LSU	Choppin Hall Renovations	\$4,200,000	\$41,375,000
23	LSU	Prescott Hall Renovation	\$1,500,000	\$14,760,000
24	LSUE	Science Building Renovations	\$781,490	\$9,992,880
25	UNO	Central Utilities Plant Additions/Improvements	\$333,500	\$4,002,000
26	UNO	Earl K. Long Library- Roof Replacement	\$972,000	\$972,000
27	LSUA	Renovation of Oakland Hall	\$315,000	\$4,580,000
28	LSUE	Financial Aid Office Renovations	\$308,750	\$308,750
29	LSUS	Computer Room Generator - Disaster Recovery	\$714,000	\$714,000
30	HSCS	Campus Wayfinding / Directional and Locational Signage (Shreveport)	\$92,700	\$1,112,400
TOTAL			\$60,805,805	\$406,918,159
TOTAL ALL CAMPUSES			\$339,626,805	\$798,665,535

(N) - New First Year Request
SG - Self-Generated Funds
RB - Revenue Bonds
GOB - General Obligation Funds
FED - Federal Funds

CORRECTED

**PERSONNEL ACTIONS REQUIRING
BOARD APPROVAL**

October 21, 2011

ADDITION/CORRECTION

1. Add # 12 on page 3
2. Correct Title from Associate Executive Director
to Assistant Executive Director # 6 on page 4

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October 21, 2011

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Personnel Actions Requiring Board Approval
October 21, 2011

FILL A VACANCY

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 LSU A&M	Maltby, Edward	07/01/11	John P LaBorde Chair for Sea Grant Research and Technology Transfer and Visiting Professor	\$162,000	Foundation
2 Law Center	Johnson, H. Alston III	01/01/12	Professor - Professional Practice - Law Center	\$127,000	State

Personnel Actions Requiring Board Approval
October 21, 2011

FILL A VACANCY - APPOINTMENT WITH TENURE

Campus	Name	Effective Date	Title	Salary	Proposed Source
1 LSU A&M	Del Piero, Fabio	10/01/11	Professor with Tenure - Pathobiological Sciences	\$145,000	State

Personnel Actions Requiring Board Approval
October 21, 2011

RAISES

Campus	Name	Effective		Title	Old Salary	New Salary	Difference	Pct Chg.
1 AgCenter	Tassin, Mark G	10/01/11	Additional duties	Department Head/Chairman 4-H Youth Development	\$118,929	\$136,768	\$17,839	15%
2 HSC-S	O'Callaghan, Dennis	07/01/11	Equity/Compression	Boyd Professor and Department Head/Chairman	\$199,302	\$214,250	\$14,947	8%
3 HSC-S	Venable, Dennis	07/01/11	Equity/Compression	Department Head/Chairman	\$177,643	\$185,000	\$7,357	4%
4 HSC-NO	Canavier, Carmen	10/01/11	Retention	Professor and Vice Chair, Department of Cell Biology and Anatomy	\$155,000	\$200,000	\$45,000	29%
5 LSU A&M	Bahnsen, Karen	09/01/11	Contract extension	Head Coach, LSU Women's Golf	\$100,000	\$120,000	\$20,000	20%
6 LSU A&M	Batzer, Mark A.	08/15/11	Retention	Boyd Professor and Mary Lou Applewhite Professor of Biological Sciences	\$198,624	\$213,624	\$15,000	8%
7 LSU A&M	Cassidy, Jane	09/01/11	Equity	Vice Provost for Academic Affairs	\$140,000	\$155,106	\$15,106	11%
8 LSU A&M	Shaver, Dennis G	09/01/11	Contract extension	Head Coach, LSU Track and Field and Cross Country	\$185,000	\$200,000	\$15,000	9%
9 LSU A&M	Studrawa, Gregory J	08/01/11	Additional duties	Acting Offensive Coordinator, LSU Football	\$275,000	\$475,000	\$200,000	73%
	<i>This is a temporary salary increase 8/1/11 - 1/31/12 connected to the additional duties to be performed while serving as Acting Offensive Coordinator. There will also be an increase in the amount of post-season incentive pay he may receive, from a maximum of \$70,000 to a maximum of \$115,000.</i>							
10 LSU A&M	Winstead Jr, Charles W	09/01/11	Contract extension	Head Coach, LSU Men's Golf	\$120,000	\$140,000	\$20,000	17%
11 PBRC	Brantley, Phillip	10/01/11	Retention	Associate Executive Director Clinical Research	\$183,000	\$192,465	\$9,165	5%
12 PBRC	Pan, Weihong	09/01/11	Retention	Professor	\$201,590	\$225,000	\$23,410	12%

Personnel Actions Requiring Board Approval
October 21, 2011

PROMOTIONS

Campus	Name	Effective	Title	Old Salary	New Salary	Diff.	Source	Pct Chg.
1 LSU A&M	Childs, Melody	08/01/11	Executive Director of User Support and Student IT and High Performance Computing (Deputy CIO)	\$130,000	\$140,000	\$10,000	State	8%
2 LSU A&M	Richardson, Malcolm	08/08/11	Associate Dean of College of Humanities and Social Sciences	\$115,830(AY)	\$147,484(FY)	\$5,917	State	4%
3 LSU A&M	Thompson, Karsten E.	08/15/11	Department Chair of Petroleum Engineering	\$117,141	\$137,141	\$20,000	State	17%
4 LSU A&M	Valsaraj, Kalliat T.	09/01/11	Associate Vice Chancellor of Office of Research and Economic Development	\$163,080(AY)	\$205,985(FY)	\$6,667	State	3%
5 LSU A&M	White, Jr. Richard D.	08/01/11	Associate Dean for Academic Affairs at E. J. Ourso College of Business	\$128,500(AY)	\$166,275(FY)	\$10,000	State	7%
6 PBRC	Cefalu, William	10/01/11	Assistant Executive Director of Clinical Research	\$317,037	\$317,037	no change		

Personnel Actions Requiring Board Approval
October 21, 2011

TENURE ONLY (CORRECTION FROM AUGUST 26, 2011 BOARD REPORT)

Campus	Name	Effective	Title
1 LSU-A	Delaney, Mary	01/17/12	Assistant Professor-Nursing

Personnel Actions Requiring Board Approval
October 21, 2011

APPOINTMENT/CONTINUATION OF DESIGNATED CHAIR OR PROFESSORSHIP

Campus	Name	Effective Date	Remove/Add	Title
1 LSU A&M	Douglas, William L.	08/15/11	Add	Dr. Robert S. Reich Teaching Professorship
2 LSU A&M	Kam, Seung	08/15/11	Continue	Donald W. and Gayle A. Keller Distinguished Professorship
3 LSU A&M	Kelley, Daniel F.	10/01/11	Add	Harrison Family Field Camp Distinguished Professorship
4 LSU A&M	Newhauser, Wayne D.	08/15/11	Add	Dr. Charles M. Smith Chair of Medical Physics
5 LSU A&M	Parker, Dennis N.	08/15/11	Continue	Paula G. Manship Professorship for Excellence in Music
6 LSU A&M	Thompson, Karsten E.	08/15/11	Add	Longwell-Leonard Family Endowed Professorship in Engineering
			Continue	Malcolm C. Jr. and Gene Perdue Lowe Professorship- A Professional Development Professorship
			Remove	Bernard S. Pressburg Memorial Professor
7 LSU A&M	Tyagi, Mayank	08/15/11	Continue	Adolph G. Gueymard Professorship in Petroleum Engineering
8 LSU A&M	White, Christopher D.	08/15/11	Continue	Chevron Professorship #3 in Engineering

Personnel Actions Requiring Board Approval
October 21, 2011

LEAVE WITHOUT PAY/EDUCATIONAL LEAVE/SPECIAL LEAVE

Campus	Name	Type of Leave	Effective Date
1 LSU A&M	Bauknight, Lee M.	LWOP-Continuation	08/15/11 - 12/16/11
2 LSU A&M	Fry, Brian D.	LWOP	09/01/11 - 06/30/12
3 UNO	Cole, Richard B.	LWOP	08/15/11 - 05/18/12
4 UNO	Saucedo, Christopher	LWOP	08/22/11 - 05/17/12

Personnel Actions Requiring Board Approval
October 21, 2011

SUPPLEMENTAL COMPENSATION

Campus	Name	Effective	Title	Salary	Supplement	Foundation
1 LSU A&M	Brenner, Susanne	08/15/11	Michael F. and Roberta Nesbit McDonald Professorship in Basic Sciences	\$152,957	\$1,072	LSU A&M
2 LSU A&M	Dellinger, Harold B.	08/15/11	Patrick F. Taylor Chair in Environmental Impact of Hazardous Waste	\$201,560	\$30,000	LSU A&M
3 LSU A&M	Gilmer, Patrick M.	08/15/11	A.K. & Shirley Barton Professorship	\$100,476	\$3,633	LSU A&M
4 LSU A&M	Gurt, Michael	08/15/11	Paula Garvey Manship Distinguished Professorship in Piano	\$81,786	\$4,396	LSU A&M
5 LSU A&M	Kim, Joomyeong	08/15/11	George C. Kent Professorship in Life Sciences # 3	\$113,815	\$10,346	LSU A&M
6 LSU A&M	Kuttruff, Jenna T.	08/15/11	Doris Lasseigne Carville and Jules A. Carville, Jr. Endowed Professorship in Human Ecology	\$78,673	\$5,000	LSU A&M
7 LSU A&M	Lipton, Robert P.	08/15/11	Shirley Blue Barton Professorship II	\$158,001	\$6,001	LSU A&M
8 LSU A&M	McDonough, James D.	08/15/11	Mary Barrett Fruehan Professorship in Opera	\$79,836	\$4,112	LSU A&M
9 LSU A&M	O'Neill, Patricia A.	08/15/11	Louise and Kenneth L. Kinney Professorship in Opera	\$77,656	\$3,946	LSU A&M
10 LSU A&M	Remsen, James V. Jr.	08/15/11	John Stauffer McIlhenny Distinguished Professor in Natural Sciences	\$120,360	\$18,640	LSU A&M
11 LSU A&M	Richardson, Leonard F.	08/15/11	Herbert Huey McElveen Professorship in Mathematics	\$101,446	\$4,583	LSU A&M
12 LSU A&M	Valsaraj, Kalliat T.	09/01/11	Ike East Professorship in Chemical Engineering	\$205,983	\$5,000	LSU A&M
13 LSU A&M	Wang, Fahui	08/15/11	Fred B. Kniffen Professorship in Geography and Anthropology	\$101,944	\$3,541	LSU A&M
14 HSC-NO	Sothorn, Melinda	09/01/11	Professor - Public Health	\$152,352	\$32,000	LSUHSC Found
15 HSC-NO	Thomas, Sarah	10/01/11	Director - Public Health	\$154,842	2,166	LSUHSC Found

Personnel Actions

B. Termination of a Tenured Faculty Member at UNO Pursuant to the Declaration of Financial Exigency on April 21, 2006

Pursuant to procedures set forth in the Board's declaration of financial exigency on April 21, 2006 at UNO, and upon recommendation by Chancellor Ryan, the President recommends termination of Dr. Wendy Hajjar, a tenured faculty member at UNO. Dr. Hajjar has been on furlough as a result of earlier action by the Chancellor and the President pursuant to the declaration of financial exigency. Board action is required for termination of tenured faculty, pursuant to both the Bylaws and the procedures set forth in the declaration of financial exigency. The President, pursuant to the Chancellor's recommendation, recommends that the Board approve the termination of Dr. Hajjar.

A file for Dr. Hajjar is available to each Board member prior to and during the Board meeting.



REPORT OF EXECUTIVE STAFF ON A SIGNIFICANT BOARD MATTER

Termination of a tenured faculty member at UNO pursuant to the declaration of financial exigency on April 21, 2006

To: Members of the Board of Supervisors

Date: October 21, 2011

Pursuant to paragraph D.4.b of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Significant Board Matter

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

D.4.b. Termination of tenured faculty

Board action is also required pursuant to the provisions of the Board's Declaration of Financial Exigency at UNO on April 21, 2006.

2. & 3. Summary of the Matter and Review of Business Plan

Proposed Action. Pursuant to procedures set forth in the Board's declaration of financial exigency at UNO on April 21, 2006, and upon recommendation by Chancellor Ryan, the President recommends for termination Dr. Wendy Hajjar, a tenured faculty member at UNO. Dr. Hajjar has been on furlough as a result of earlier action by the Chancellor and the President pursuant to the declaration of financial exigency. The delay in resolving this case was caused largely by the campus indicating that it was attempting to find another job for the employee, which would have rendered the appeal moot. The campus ultimately reported that this voluntary action on their part was not successful.

Board action is required for termination of tenured faculty, pursuant to both the Bylaws and the procedures set forth in the declaration of financial exigency. The President, pursuant to the Chancellor's recommendation, recommends that the Board approve the termination of Dr. Hajjar.

The termination will be effective upon approval by the Board.

Background. On August 8, 2007, Chancellor Ryan recommended to President Jenkins the termination of seven tenured faculty members initially furloughed pursuant to the Board-approved Declaration of Financial Exigency. According to Chancellor Ryan, UNO notified 24 faculty members in May, 2006 that they would be placed on furlough pursuant to the declaration of exigency

procedures. Of the 24, 11 voluntarily resigned or retired, 1 passed away, and 2 were returned to work prior to the termination process.

On May 2, 2007, the remaining 10 were sent notices of termination. Subsequent to those notices, 3 received offers of reinstatement and 2 filed appeals of their termination with the Chancellor and then with the President . On August 17, 2007, the Board approved the termination of five faculty members that had not appealed their termination. One of the two faculty members who appealed was subsequently reinstated. The other faculty member is Dr. Wendy Hajjar. The President, pursuant to the Chancellor's recommendation and a review of relevant documents by the Vice President for Academic Affairs, recommends that the Board approve the termination of Dr. Hajjar.

Dr. Hajjar was given notice of her Dean's initial determination for termination by certified mail. Copies of the certified mail receipts, the notice letter, and all other related documents are available in the Board office.

4. Review of Documents Related to Referenced Matter

Attached is the President's review of the Chancellor's recommendation and the President's findings and recommendation for approval of termination.

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

By letter dated August 8, 2007, Chancellor Ryan recommended that Dr. Hajjar be terminated pursuant to the Board's declaration of financial exigency. In the findings included as Attachment I, the President has reviewed and approved the Chancellor's recommendation.

ATTACHMENTS

1. Finding by President in support of termination
2. The entire file is available for inspection in the offices of the Board.

RECOMMENDATION

The President recommends that the Board approve the termination by adopting the proposed resolution.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, pursuant to the recommendations of then-Chancellor Timothy P. Ryan, and concurrence of President John V. Lombardi, confirms and ratifies the prior actions and authorizes Dr. John V. Lombardi, LSU System President, on behalf of this Board to formally terminate Dr. Wendy Hajjar from her position as a tenured faculty member at the University of New Orleans.



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

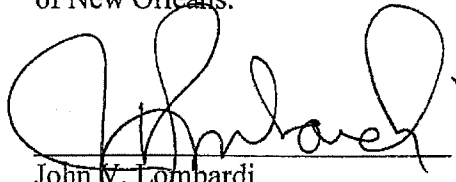
225 / 578-2111
225 / 578-5524 fax

October 13, 2011

RE: FINDING IN SUPPORT OF TERMINATION OF A FACULTY MEMBER AT THE UNIVERSITY OF NEW ORLEANS PURSUANT TO DECLARATION OF FINANCIAL EXIGENCY ON APRIL 21, 2006

The Louisiana State University Board of Supervisors, pursuant to its constitutional authority, made specific findings and conclusions in authorizing a procedure for the termination of employees of the University of New Orleans as a result of financial exigency caused by the effects of Hurricane Katrina. Pursuant to that procedure, Dr. Wendy Hajjar, a tenured faculty member at UNO, was recommended for termination by Timothy P. Ryan, Chancellor of UNO, by letter dated August 8, 2007.

Vice President Hargrave and I have reviewed the records provided by UNO in support of the recommendation for termination. The faculty member was given notice that she be terminated. The notice described the faculty member's rights to appeal, as established by the declaration of financial exigency. The faculty member filed an appeal with the Chancellor and with this office pursuant to the established procedures. After having considered the information provided by UNO and Dr. Hajjar, I find that termination pursuant to the declaration of financial exigency at UNO is appropriate, and confirm and ratify it. I, therefore, recommend that the Board of Supervisors also approve, ratify and confirm the termination of Dr. Wendy Hajjar from her position as a tenured faculty member at the University of New Orleans.



John V. Lombardi
President

CONSENT AGENDA

1. Resolution to approve revision to Board Resolution requested by the State Mineral Board
2. Recommendation to name the Pennington Assessment Center the "Josephine Pugh Lamar Assessment Center"
3. Recommendation to name the LSU East Campus Apartments Building 14 the "Margaret Jameson Hall"
4. Recommendation to name the LSU Hill Farm Garden the "Donald W. Newsom Hill Farm Gardens"
5. Recommendation to name an interview room in the LSU Olinde Family Career Center the "CenterPoint Energy Interview Room"
6. Recommendation to approve a Servitude and Right-of-Way Agreement between Terrebonne Parish Consolidated Government and HCSD Leonard J. Chabert Medical Center
7. Request approval of degrees to be conferred at the Fall 2011 commencement exercises
8. Request approval to establish a Bachelor of Science in Athletic Training in the Department of Kinesiology at LSU A&M
9. Request approval to resubmit a Master of Science in Environmental Biology at LSU-S
10. Request approval of an Exclusive Patent and Know How License agreement with Nu Me Health, LLC and LSU A&M, LSU Ag Center and Pennington Biomedical Research Foundation
11. Authorization of President to Approve Transfer of Authorized Positions between Allocations within the LSU System Budget Units



RECOMMENDATION TO APPROVE A REVISION TO BOARD RESOLUTION REQUESTED BY THE STATE MINERAL BOARD

WHEREAS, pursuant to the provisions of La. R.S. 30:153.A this Board has, by Resolution adopted on August 28, 2008 and extended by subsequent Resolution adopted June 4, 2009 and on July 16, 2010 , delegated to its President authority for determining which land owned by the Board should be leased through the state Mineral and Energy Board and which should be leased directly by the Board of Supervisors;

WHEREAS, the previous Resolution, as extended, was effective through June 30, 2011, and the Board desires to extend the effective period of that Resolution;

WHEREAS, the Mineral and Energy Board has requested that state agencies which seek to utilize the provisions of La. R.S. 30:153.A use specific language in the delegation of authority to the Mineral and Energy Board to act on behalf of such agencies; and

WHEREAS, the Board desires to delegate authority for determining which land should be leased through the Mineral and Energy Board to its President:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in legal session convened that, pursuant to the provisions of La. R.S. 30:153.A, it does hereby **direct and** authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, on behalf of said Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, **to accept nominations, advertise for, accept and award bids, and execute all oil, gas, and mineral leases** on such specific tracts of land as may be hereinafter designated in writing by its President, Dr. John V. Lombardi, with the written concurrence of the Chair of the Board of Supervisors; and

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until June 30, 2012, unless sooner revoked by the Board, in which case this Resolution shall remain in effect until written notice of such revocation is provided to the State Mineral and Energy Board or the Secretary of the Department of Natural Resources; and

BE IT FURTHER RESOLVED that the President shall notify the members of the Board prior to taking any action pursuant to the authority granted herein, provided that failure to provide such notice shall not affect the validity of any such actions taken by the President with the written concurrence of the Chair of the Board of Supervisors.

Items highlighted in gray are the changes requested by the State Mineral Board.

12A. Resolution to extend authorization of the President to nominate land to be leased by the State Mineral Board

WHEREAS, pursuant to the provisions of La. R.S. 30:153.A this Board has, by Resolution adopted on August 28, 2008 and extended by subsequent Resolution adopted June 4, 2009 and on July 16, 2010, delegated to its President authority for determining which land owned by the Board should be leased through the state Mineral and Energy Board and which should be leased directly by the Board of Supervisors;

WHEREAS, the previous Resolution, as extended, was effective through June 30, 2011, and the Board desires to extend the effective period of that Resolution;

WHEREAS, the Mineral and Energy Board has requested that state agencies which seek to utilize the provisions of La. R.S. 30:153.A use specific language in the delegation of authority to the Mineral and Energy Board to act on behalf of such agencies; and

WHEREAS, the Board desires to delegate authority for determining which land should be leased through the Mineral and Energy Board to its President:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, in legal session convened that, pursuant to the provisions of La. R.S. 30:153.A, it does hereby authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources, on behalf of said Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, to accept nominations and advertise for oil, gas, and mineral leases, accept bids and award oil, gas and mineral leases on such specific tracts of land as may be hereinafter designated in writing by its President, Dr. John V. Lombardi, with the written concurrence of the Chair of the Board of Supervisors; and

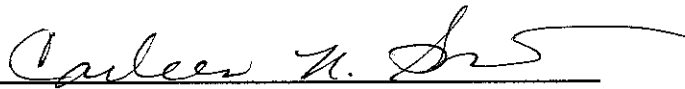
BE IT FURTHER RESOLVED that this Resolution shall remain in effect until June 30, 2012, unless sooner revoked by the Board, in which case this Resolution shall remain in effect until written notice of such revocation is provided to the State Mineral and Energy Board or the Secretary of the Department of Natural Resources; and

BE IT FURTHER RESOLVED that the President shall notify the members of the Board prior to taking any action pursuant to the authority granted herein, provided that failure to provide such notice shall not affect the validity of any such actions taken by the President with the written concurrence of the Chair of the Board of Supervisors.

CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of the documents adopted by the Board of Supervisors at its meeting on August 26, 2011, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 9th day of September, 2011.



Administrative Secretary
Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College

SEAL



**RECOMMENDATION TO NAME THE
PENNINGTON ASSESSMENT CENTER THE
"JOSEPHINE PUGH LAMAR ASSESSMENT CENTER"**

To: Members of the Board of Supervisors

Date: October 21 2011

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

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board...

1. Summary of the Matter

Pennington Biomedical Research Center is recommending the naming of a portion of the Institute for Dementia Research and Prevention (IDRP) the "Josephine Pugh Lamar Assessment Center".

In proposing this naming opportunity, Pennington recognizes the Charles Lamar family's leadership, both with time and treasure, to ensure the success of the Pennington Biomedical's Institute for Dementia Research and Prevention. Mr. Charles Lamar has served on the Board of Trustees of the Pennington Medical Foundation since 2009 and has made significant investments in the IDRP program. He has embraced the vision Pennington has for this program and has contributed to its development in many positive ways through his thoughtful participation in these efforts over the past three years.

Most recently the Charles Lamar family, with specific gifts from Charles W. Lamar III; Charles Lamar Family Foundation; Charles and Carole Lamar Fund, BRAF; and Charles and Josephine Lamar Memorial Fund, BRAF, made a major charitable gift to support the IDRP and has also agreed to make an additional challenge grant over the next three years, helping to leverage a potential equal amount from other donors. If the challenge is met as anticipated, and combined with the outright gift, this will provide a total of \$1,140,000 to support the important efforts of the IDRP. The gift will grow the infrastructure for the IDRP, develop a bioinformatics platform for efficiently interpreting and utilizing the research data collected, and launch important pilot programs.

In response to the significant gifts that the Lamar family has made to Pennington Biomedical Research Foundation and as allowable under section 2 of LSU System Permanent Memorandum No. 2 dated November 7, 2000, Pennington seeks Board approval to acknowledge their generosity by naming a portion of the Institute for Dementia Research and Prevention the "Josephine Pugh Lamar Assessment Center".

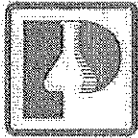
ATTACHMENTS

- Letter from Director Heymsfield

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the naming of a portion of the Institute for Dementia Research and Prevention (IDRP) Suite the "Josephine Pugh Lamar Assessment Center" in recognition of the Charles Lamar family's leadership, both with time and treasure, to ensure the success of the Pennington Biomedical's Institute for Dementia Research and Prevention."



Pennington Biomedical Research Center
LOUISIANA STATE UNIVERSITY SYSTEM

August 12, 2011

Dr. John Lombardi, President
Louisiana State University System
LSU System Building
Baton Rouge, LA 70803

Dear President Lombardi:

I am writing to request approval to name a portion of the Institute for Dementia Research and Prevention (IDRP) Suite at the Pennington Biomedical Research Center the "Josephine Pugh Lamar Assessment Center." In addition, we request approval to name the existing Alzheimer's Disease Study as the "Jo Lamar Dementia Study."

In proposing these naming opportunities, we recognize the Charles Lamar family's leadership, both with time and treasure, to ensure the success of the Pennington Biomedical's Institute for Dementia Research and Prevention. Mr. Charles Lamar has served on the Board of Trustees of the Pennington Medical Foundation since 2009 and has made significant investments thus far in the IDRP program. He has embraced the vision we have for this program and has contributed to its development in many positive ways through his thoughtful participation in these efforts over the past three years.

Most recently the Charles Lamar family, with specific gifts from Charles W. Lamar III; Charles Lamar Family Foundation; Charles and Carole Lamar Fund, BRAF; and Charles and Josephine Lamar Memorial Fund, BRAF made a major charitable gift to support the IDRP and has also agreed to make an additional challenge grant over the next three years, helping to leverage a potential equal amount from other donors. If the challenge is met as we anticipate, and combined with the outright gift, this will provide a total of \$1,140,000 to support the important efforts of the IDRP. The gift will grow the infrastructure for the IDRP, develop a bioinformatics platform for efficiently interpreting and utilizing the research data collected, and launch important pilot programs.

In response to these recent significant gifts that the Lamar family has made to Pennington Biomedical Research Foundation and as allowable under section 2 of LSU System Permanent Memorandum No. 2 dated November 7, 2000, we seek Board approval to acknowledge their generosity by naming the Josephine Pugh Lamar Assessment Center, as well as your approval to specifically name the Jo Lamar Dementia Study.

I appreciate your consideration of these requests. Please let me know if you need additional information.

Sincerely,

Steven B. Heymsfield, M.D.
Executive Director

c: J. Winstead



**RECOMMENDATION TO NAME THE
LSU EAST CAMPUS APARTMENTS BUILDING 14
THE "MARGARET JAMESON HALL"**

To: Members of the Board of Supervisors

Date: October 21, 2011

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

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board...

1. Summary of Matter

Louisiana State University is recommending that the East Campus Apartments Building 14 be named the "Margaret Jameson Hall".

Mary Margaret Jameson, who went by Margaret Jameson, became Dean of Women at LSU in 1966, was promoted to Assistant Vice Chancellor for Student Affairs (Dean of Students) in 1976 and retired from that office in 1987. Her years as Dean of Women coincided with the gradual abandonment of the dress and dormitory rules for women, among other controversies, a shift she handled with care and some student dissatisfaction because of the differing expectations of students and other LSU stakeholders.

Ms. Jameson was a graduate of Winthrop College (BA, Mathematics, 1941) where she worked in the office of the Dean of Women, foreshadowing her later vocation. While teaching high school mathematics in North Carolina, she took graduate work in mathematics and engineering at Duke University and North Carolina State University. During WW II (1944-46), she worked with Pratt and Whitney Aircraft as an engineering assistant at their plant at East Harford, Conn. From 1946-1948 she was a graduate student and head resident in a freshman residence hall and a sorority house while completing her MA in student personnel work at Syracuse University. She then served Vanderbilt University as Director of Residences for Women and Assistant Dean of Women (1948-52). She next worked for five years as Associate Dean of Women in charge of the residence program for women at the University of Maryland (1952-57) and as Dean of Women at Texas Western College (El Paso, 1957-60). In 1960, she became Dean of Students at Mississippi State College for Women. She came to LSU in 1966.

Dean Jameson was active in various national professional groups including the National Association of Women Deans and Counselors, the American College Personnel Association, the Regional Association of Women Deans and Counselors, which she served as Secretary, and the Southern College Personnel Association. She was active as an alumnus and advisor to Alpha Lambda Delta Freshman Honor Society and Mortar Board Leadership Honor Society.

According to her LSU biographies, she published research papers that include a survey of foreign students at Syracuse University, a survey of women's participation in unions in the city of Syracuse, and studies of "The Effect of Socio-Economic Status of the Family Upon the Adolescents' Academic Adjustment" and "The Real Cause for Divorce".

Especially in the years between her retirement and move to Charleston, S.C. (where she died on November 18, 2006), she was active in Friends of the LSU Library, the gift shop of a Baton Rouge hospital and at her church, University Presbyterian Church.

ATTACHMENTS:

- Memorandum from Chancellor Michael Martin
- Letter from Steve Waller, Director Residential Life
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve naming the East Campus Apartments Building 14 the "Margaret Jameson Hall"."



J. Howell
OFFICE OF THE
PRESIDENT

SEP 21 2011

LSU SYSTEM

MEMORANDUM

Office of the Chancellor

To: John V. Lombardi
President, LSU System

Date: September 21, 2011

From: Michael Martin
Chancellor

A handwritten signature in black ink, appearing to read "Michael V. Martin", written over the printed name of the Chancellor.

Re: Proposed "Margaret Jameson Hall."

The Committee on Naming University Facilities has recommended that the LSU East Campus Apartments Building 14 (Inventory No. 879, Campus Map No. 565) be named Margaret Jameson Hall in honor of Mary Margaret Jameson, former Dean of Women at LSU (1966), and Assistant Vice Chancellor for Student Affairs (Dean of Students) (1976). She retired from LSU in 1987. Colleagues and faculty wish to name the East Campus Apartments in her honor because of her longstanding commitment to LSU.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the November 2011 Agenda.

Attachments

cc: Dr. Paul Hoffman
Steve Waller

RECEIVED

SEP 21 2011

PROPERTY & FACILITIES

August 4, 2011
Hyhoff@lsu.edu

TO: Chancellor Michel V. Martin

FROM: Naming University Facilities Committee

RE: Naming Proposal 2001-07: Margaret Jameson Hall

Dear Chancellor:

Attached please find a proposal from Steve Weller, Director, Department of Residential Life, Division of Student Life and Enrollment that East Campus Apartments, Building 14 be named in honor of the the late Mary Margaret Jameson, the last Dean of Women and First Dean of Students at LSU.

As the proposal explains, when the other buildings in the complex were named, one was reserved without a name so that Ms. Jameson could be honoured along with her fellow Deans of Women. At the time she was alive, so PM-2's provisions applied.

Your Naming University Facilities Committee has reviewed the proposal and recommends its approval.

For the Committee,

Paul E. Hoffman, Chair
Naming University Facilities Committee

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

PS: The correct spelling is Jameson! (There are typos (Jamison) in my note to Mr. Weller of 29 April and in the write up on Ms. Jameson; mea culpa!)

Attachment

CC: Bunnie R. Cannon; Jane W. Cassidy



CAMPUS CORRESPONDENCE

To: Michael V. Martin
Chancellor

Date: June 6, 2011

From: Steve Waller
Director

Subject: Naming Request: East Campus Apartments, Building 14

When the East Campus Apartments were named, the names included those of all the Deans of Women except one: Mary Margaret Jameson. Ms. Jameson was still alive at the time and PM-2 as well as State Statutes prevented naming one of the residence halls for her, as was being done for the other deans of women at that time. However, East Campus Apartments Building 14 (Inventory No. 879, Campus Map No. 565) was reserved without a name in anticipation that in time it would be possible to include Ms. Jameson with her fellow deans.

Mary Margaret Jameson, who went by Margaret Jameson, became Dean of Women at LSU in 1966, was promoted to Assistant Vice Chancellor for Student Affairs (Dean of Students) in 1976 and retired from that office in 1987. Her years as Dean of Women coincided with the gradual abandonment of the dress and dormitory rules for women, among other controversies, a shift she handled with care and some student dissatisfaction because of the differing expectations of students and other LSU stake holders.

Ms. Jameson was a graduate of Winthrop College (BA, Mathematics, 1941) where she worked in the office of the Dean of Women, foreshadowing her later vocation. While teaching high school mathematics in North Carolina, she took graduate work in mathematics and engineering at Duke University and North Carolina State University. During WW II (1944-46) she worked with Pratt and Whitney Aircraft as an engineering assistant at their plant at East Hartford, Conn. From 1946-1948 she was a graduate student and head resident in a freshman residence hall and a sorority house while completing her MA in student personnel work at Syracuse University. She then served Vanderbilt University as Director of Residences for Women and Assistant Dean of Women (1948-52). She next worked for five years as Associate Dean of Women in charge of the residence program for women at the University of Maryland (1952-57) and as Dean of Women at Texas Western College (El Paso, 1957-60). In 1960 she became Dean of Students at Mississippi State College for Women. She came to LSU in 1966.

Dean Jameson was active in various national professional groups including the National Association of Women Deans and Counselors, the American College Personnel Association, the Regional Association of Women Deans and Counselors, which she served as Secretary, and the Southern College Personnel Association. She was active as an alumnus and advisor to Alpha Lambda Delta Freshman Honor Society and Mortar Board Leadership Honor Society.

According to her LSU biographies, she published research papers that include a survey of foreign students at Syracuse University, a survey of women's participation in unions in the city of Syracuse, and studies of "The Effect of Socio-Economic Status of the Family Upon the Adolescents' Academic Adjustment" and "The Real Cause for Divorce."

Especially in the years between her retirement and move to Charleston, S.C. (where she died on November 18, 2006), she was active in Friends of the LSU Library, the gift shop of a Baton Rouge hospital and at her church, University Presbyterian Church.

In light of the intention of the ad-hoc committee for the naming of the East Campus Apartments to reserve a building for her name, Residential Life proposes that East Campus Apartments Building 14 (Inventory No. 879, Campus Map No. 565) be named "Margaret Jamison Hall."



**RECOMMENDATION TO NAME THE
LSU HILL FARM GARDEN
THE "DONALD W. NEWSOM HILL FARM GARDENS"**

To: Members of the Board of Supervisors

Date: October 21, 2011

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

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board...

1. Summary of Matter

Louisiana State University is recommending to name the horticultural area of the Hill Farm in honor of Donald W. Newsom, a longtime head of the Horticulture Department who passed away several years ago. The Hill Farm is designated as a horticultural teaching and research facility and is used extensively for teaching programs. The facility consists of about 3 acres of horticultural plots, displays and plant propagation sheds. The Hill Farm is historically at the core of the "Hill Farm District" and is the reason that the area is known as the Hill Farm. The "Hill Farm District" consists of a strip of property in and around the drainage canal stretching from the University Lab School to the Student Recreation Center. In large part, other than the teaching facility, the area is undeveloped. Some of the drainage canals are being covered and will be used as recreational fields by the Lab School.

An extensive study has resulted in a conceptual plan for developing the area. This concept has been accepted by the Board of Supervisors and has now been incorporated as part of the university master plan. The outlined area on the attached plan encompasses what will be the Hill Farm Gardens.

The horticultural area would be named the "Donald W. Newsom Hill Farm Gardens". The Newsom family has made a \$100,000 donation to the LSU Foundation for the naming privilege. The name would not apply to any existing building or structure but apply to the gardens. The James Fontenot teaching facility is the named building on the property and would be maintained as part of the Donald W. Newsom Hill Farm Gardens. With this naming, we would begin the development of the gardens as envisioned in the revised master plan.

Donald W. Newsom was Professor of Horticulture and Head of Department of Horticulture at LSU from 1966 until his retirement in 1985. Born in Shongaloo, Louisiana in 1918, he attended Louisiana Tech University and LSU before service in WW II. After the war, he took additional course work at North Dakota State University before completing his BS in Horticulture at LSU in 1947. He earned the MS at LSU in the same field in 1948. His PhD was awarded by Michigan State University in 1951.

Professor Newsom returned to LSU in 1957 as Professor of Horticulture after serving as a Research Associate Professor of Horticulture at Clemson University (1951-54) and a Horticulturalist for the U.S. Department of Agriculture, Harlingen Texas (1954-57). He was a horticulture professor at LSU from 1957- 1967 and Department Head of Horticulture from 1966-1985.

During his long career at LSU, he led research in quality evaluation, storage and handling and physical and chemical qualities of fruits and vegetables. Prior to becoming its Chair, he served his department as Chair of its Courses and Curricula Committee, the Interdepartmental PhD program in

Food Science and Technology and as an elected representative to various university and college committees. He was faculty advisor to Alpha Zeta.

As Chair of Horticulture, he served as a member and Chair of the Graduate Council (1971-75), Vice-President of the Faculty Senate, and member of the LSU Budget Committee, Chancellor's Legislative Liaison Committee and Code of Student Conduct Committee.

He was a member of the Board of Directors of the Louisiana Sweet Potato Growers' Association and the National Sweet Potato Collaborators Group. He also was a collaborator with the USDA's Vegetable Breeding Laboratory on behalf of the Louisiana Agricultural Experiment Station (1966-1985).

His service to his profession included numerous positions in the American Society of Horticultural Sciences, of which he was an elected Fellow, including service as Vice President (1979-80). His list of publication embraces 78 solo and co-authored items, mostly published in half a dozen professional journals and bulletins.

Donald W. Newsom passed away on December 3, 1993. His countless contributions to LSU and Louisiana will forever impact horticulturists in and around the state

Attachments:

- Memorandum from Chancellor Michael Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the naming of the LSU Hill Farm the "Donald W. Newsom Hill Farm Gardens"."

J. Howell



OFFICE OF THE
PRESIDENT


SEP 21 2011

LSU SYSTEM

MEMORANDUM
Office of the Chancellor

To: John V. Lombardi
President, LSU System

Date: September 20, 2011

From: 
Michael Martin
Chancellor

Re: LSU Hill Farm – Proposed naming “Donald W. Newsom Hill Farm Gardens”

The Committee on Naming University Facilities has recommended that the LSU Hill Farm Garden be renamed the Donald W. Newsom Hill Farm Gardens after a treasured LSU faculty member. The naming is requested for his families generous contribution, but more important, his longstanding commitment to LSU Horticulture.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the September 2011 Agenda.

Attachments

cc: Dean Kenneth L. Koonce

RECEIVED

SEP 21 2011

PROPERTY & FACILITIES

August 4, 2011
Hyhoff@lsu.edu

TO: Chancellor Michel V. Martin

FROM: Naming University Facilities Committee

RE: Naming Proposal 2001-02: Donald W. Newsom Hill Farm Gardens

Dear Chancellor:

Attached please find a proposal from Dean Kenneth L. Koonce of the College of Agriculture that the Hill Farm Gardens portion of the Hill Farm District be named in honor of the late Dr. Donald W. Newsom, the long-time Chair of the Department of Horticulture at LSU.

Your Naming University Facilities Committee has reviewed the proposal and recommends its approval.

For the Committee,

Paul E. Hoffman, Chair
Naming University Facilities Committee
Paul W. and Nancy W. Murrill Distinguished Professor
And Professor of History

Attachment

CC: Bunnie R. Cannon; Jane W. Cassidy

Date: February 4, 2011

To: Michael V. Martin
Chancellor

Jack Hamilton
Executive Vice Chancellor & Provost

Re: LSU Hill Farm Gardens Designation as Donald W. Newsom Hill Farm Gardens

The Hill Farm is designated as a Horticultural teaching and research facility and is used extensively in our teaching program. The facility consists of about 3 acres of horticultural plots, displays and plant propagation sheds. The Hill Farm is historically at the core of the "Hill Farm District" and is, in reality, the reason that the area is known as the Hill Farm. The "Hill Farm District" consists of a strip of property in and around the drainage canal stretching from the University Lab School to the Student Recreation Center. In large part, other than the teaching facility, the area is undeveloped. Some of the drainage canals are being covered and will be used as recreational fields by the Lab School.

An extensive study has resulted in a conceptual plan for developing the area. This concept has been accepted by the Board of Supervisors and has now been incorporated as part of the university master plan. The outlined area on the attached plan encompasses what will be the Hill Farm Gardens.

We now wish to name the horticultural area of the Hill Farm in honor of Donald W. Newsom, a long time head of the Horticulture Department who passed away several years ago. The horticultural area would be named the "Donald W. Newsom Hill Farm Gardens." The Newsom family has made a \$100,000 donation to the LSU Foundation for the naming privilege. The name would not apply to any existing building or structure but apply to the gardens. The James Fontenot teaching facility is the named building on the property and would be maintained as part of the Donald W. Newsom Hill Farm Gardens. With this naming we would begin the development of the gardens as envisioned in the revised master plan.

Kenneth L. Koonce
Dean

Donald W. Newsom was Professor of Horticulture and Head of Department of Horticulture at LSU from 1966 until his retirement in 1985. Born in Shongaloo, Louisiana in 1918, he attended Louisiana Tech University and LSU before service in WW II. After the war he took additional course work at North Dakota State University before completing his BS in Horticulture at LSU in 1947. He earned the MS at LSU in the same field in 1948. His PhD was awarded by Michigan State University in 1951.

Professor Newsom returned to LSU in 1957 as Professor of Horticulture after serving as a Research Associate Professor of Horticulture at Clemson University (1951-54) and a Horticulturalist for the U.S. Department of Agriculture, Harlingen Texas (1954-57). He was a horticulture professor at LSU from 1957- 1967 and Department Head of Horticulture from 1966-1985.

During his long career at LSU he led research in quality evaluation, storage and handling and physical and chemical qualities of fruits and vegetables. Prior to becoming its Chair, he served his department as chair of its Courses and Curricula Committee, the Interdepartmental PhD program in Food Science and Technology and as an elected representative to various university and college committees. He was faculty advisor to Alpha Zeta. As Chair of Horticulture he served as a member and Chair of the Graduate Council (1971-75), Vice-President of the Faculty Senate, and member of the LSU Budget Committee, Chancellor's Legislative Liaison Committee and Code of Student Conduct Committee. He was a member of the Board of Directors of the Louisiana Sweet Potato Growers' Association and the National Sweet Potato Collaborators Group. He also was a collaborator with the USDA's Vegetable Breeding Laboratory on behalf of the Louisiana Agricultural Experiment Station (1966-1985).

His service to his profession included numerous positions in the American Society of Horticultural Sciences, of which he was an elected Fellow, including service as Vice President (1979-80).

His list of publication embraces 78 solo and co-authored items, mostly published in half a dozen professional journals and bulletins.

Donald W. Newsom passed away on December 3, 1993. His countless contributions to LSU and Louisiana will forever impact horticulturists in and around the state.



RECOMMENDATION TO NAME AN INTERVIEW ROOM WITHIN THE LSU OLINDE FAMILY CAREER CENTER THE 'CENTERPOINT ENERGY INTERVIEW ROOM'

To: Members of the Board of Supervisors

Date: October 21, 2011

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

D.5(c) – Such other matters that are not expressly delegated herein or hereafter by the Board...

1. Summary of Matter

Louisiana State University is recommending to name an interview room in the new LSU Olinde Family Career Center the "CenterPoint Energy Interview Room". CenterPoint Energy has made a generous gift to the Career Center and has been a mainstay in terms of recruiting and having a presence on campus. The donation toward one of the twenty-two interview rooms will recognize CenterPoint Energy for a five-year period in the new LSU Career Center.

The University is preparing to build a new LSU Career Center in the LSU Student Union. The new center will be located in the LSU Student Union and occupy 17,400 square feet on two levels in space currently occupied by the LSU Bookstore. The new facility will unify programs and services provided by Career Services staff presently split between Patrick F. Taylor Hall and basement of Coates Hall. Slated to open in Fall 2012, renovations are anticipated to begin in January 2012. The Division of Student Life & Enrollment has been charged with raising \$3.3 million for the project. The new Center will provide LSU students with a premier, centrally located, state-of-the-art career center. LSU Career Services currently hosts thousands of one-on-one visits with students, employers, and alumni each year. Sessions are tailored to provide guidance that aligns with each individual's goals and interests.

CenterPoint Energy has maintained a consistent recruiting effort through Career Services' on-campus interviewing program through every fall and spring semester since 1999. CenterPoint Energy has also been a regular attendee at the Career Expos held each fall and spring semester, and has attended both the College of Engineering Networking Receptions in recent semesters. Its majors of interest regularly include civil, electrical, industrial and mechanical engineering. CenterPoint Energy has hired numerous LSU students as interns and co-op, as well as hired LSU graduates for full-time employment.

CenterPoint Energy is a company with more than 5 million metered customers and a long history of service. CenterPoint Energy is composed of an electric transmission and distribution utility serving the Houston metropolitan area, local natural gas distribution businesses in six states, a competitive natural gas sales and service business serving customers in the eastern half of the U.S., interstate pipeline operations with two natural gas pipelines in the mid-continent region, and a field services business with natural gas gathering operations, also in the mid-continent region. They operate two interstate natural gas pipeline systems that together have 8,200 miles of pipe and transported 1.592 trillion cubic feet of natural gas in 2009. They maintain the wires, poles and electric infrastructure serving a 5,000-square-mile electric service territory in the Houston metropolitan area. They sell and deliver natural gas to 3.2 million homes and businesses in Arkansas, Louisiana, Minnesota, Mississippi, Oklahoma and Texas, including the high-growth areas of Houston and Minneapolis.

The Division of Student Life & Enrollment would like to thank CenterPoint Energy for their commitment to LSU, its students, graduates, alumni, and Career Services for their generous gift to LSU.

Attachments:

- Memorandum from Chancellor Michael Martin
- Letter from Paul E. Hoffman, Chair of Naming University Facilities Committee

RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve naming an interview room within the LSU Olinde Family Career Center the "CenterPoint Energy Interview Room"."

J. Howell



OFFICE OF THE
PRESIDENT

SEP 21 2011

MEMORANDUM
Office of the Chancellor

LSU SYSTEM

Date: September 20, 2011

To: John V. Lombardi
President, LSU System

From: 
Michael Martin
Chancellor

Re: LSU Olinde Family Career Center – CenterPoint Energy Interview Room

The Committee on Naming University Facilities has recommended that an interview room in the LSU Olinde Family Career Center be named the “CenterPoint Energy Interview Room” for their generous contribution to the Center as well as their constant interaction and presence on campus.

Therefore, I enthusiastically concur in this recommendation and request that in accordance with PS-70 you forward this proposal to the Board of Supervisors for inclusion on the September 2011 Agenda.

Attachments

cc: Vice Chancellor Kurt Keppler

RECEIVED

SEP 21 2011

PROPERTY & FACILITIES

August 4, 2011
Hyhoff@lsu.edu

TO: Chancellor Michel V. Martin

FROM: Naming University Facilities Committee

RE: Naming Proposal 2001-08: CenterPoint Energy Interview Room

Dear Chancellor:

Attached please find a proposal from Kurt Keppler, Vice-Chancellor Division of Student Life and Enrollment that an interview room in the LSU Olinde Family Career Center be named in honor of the CenterPoint Energy Company, whose generous donation will make construction of that part of the complex possible. It is the Committee's understanding that this naming will be for a period of five years and that signage will be by a plaque next to the door of the room in question.

Your Naming University Facilities Committee has reviewed the proposal and recommends its approval.

For the Committee,

Paul E. Hoffman, Chair
Naming University Facilities Committee

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

Attachment
CC: Bunnie R. Cannon; Jane W. Cassidy

To: Michael Martin, Chancellor

From: Kurt Keppler, Vice Chancellor—Division Student Life & Enrollment

cc: Bunnie Cannon, Institutional Advancement
Mary Feduccia, LSU Career Services
Jamie Segar, Division of Student Life & Enrollment

Date: March 24, 2011

Re: Request to Name the CenterPoint Energy Interview Room in the new
LSU Career Center

The University is preparing to build a new LSU Career Center in the LSU Student Union. The new center will be located in the LSU Student Union and occupy 17,400 square feet on two levels in space currently occupied by the LSU Bookstore. The new facility will unify programs and services provided by Career Services staff presently split between Patrick F. Taylor Hall and basement of Coates Hall. Slated to open in Fall 2012, renovations are anticipated to begin in January 2012. The Division of Student Life & Enrollment has been charged with raising \$3.3 million for the project.

Career preparation is the leading reason students attend college, and competitive programs that support professional growth are highly regarded by today's top students. The new LSU Career Center will serve all students, as well as alumni, by providing them with sound preparation for success in the next phase of and throughout their lives. Career Services staff in the Center will offer the tools, resources, assistance, and guidance students need in coupling academic course work with their individual passions, a critical element in developing the lifelong career skills needed to be successful.

The new Center will provide LSU students with a premier, centrally located, state-of-the-art career center. LSU Career Services currently hosts thousands of one-on-one visits with students, employers, and alumni each year. Sessions are tailored to provide guidance that aligns with each individual's goals and interests.

The Career Center will provide a one-stop shop to serve students and alumni at every stage of career development — from the early stages of identifying a career and degree program that best complements individual strengths; to gaining work-related experience through internships and co-ops; to developing the job search skills necessary to be successful in securing full-time employment upon graduation from LSU; or in gaining admission to graduate and professional schools. These services and programs enhance the value of an LSU education.

The Career Center Project Fund has received a generous \$30,000 gift from CenterPoint Energy.

March 24, 2011
Chancellor Michael Martin
Request to Name the CenterPoint Energy Interview Room
in the new LSU Career Center
Page Two

CenterPoint Energy has maintained a consistent recruiting effort through Career Services' on-campus interviewing program through every fall and spring semester since 1999. CenterPoint Energy has also been a regular attendee at the Career Expos held each fall and spring semester, and has attended both the College of Engineering Networking Receptions in recent semesters. Its majors of interest regularly include civil, electrical, industrial and mechanical engineering. CenterPoint Energy has hired numerous LSU students as interns and co-op, as well as hired LSU graduates for full-time employment. CenterPoint Energy is a company with more than 5 million metered customers and a long history of service. CenterPoint Energy is composed of an electric transmission and distribution utility serving the Houston metropolitan area, local natural gas distribution businesses in six states, a competitive natural gas sales and service business serving customers in the eastern half of the U.S., interstate pipeline operations with two natural gas pipelines in the mid-continent region, and a field services business with natural gas gathering operations, also in the mid-continent region. They operate two interstate natural gas pipeline systems that together have 8,200 miles of pipe and transported 1.592 trillion cubic feet of natural gas in 2009. They maintain the wires, poles and electric infrastructure serving a 5,000-square-mile electric service territory in the Houston metropolitan area. They operate two interstate natural gas pipeline systems that together have 8,200 miles of pipe and transported 1.592 trillion cubic feet of natural gas in 2009. They sell and deliver natural gas to 3.2 million homes and businesses in Arkansas, Louisiana, Minnesota, Mississippi, Oklahoma and Texas, including the high-growth areas of Houston and Minneapolis.

The Division of Student Life & Enrollment would like to thank **CenterPoint Energy** for their commitment to LSU, its students, graduates, alumni, and Career Services for their generous gift of \$30,000. The \$30,000 donation toward one of the twenty-two interview rooms will recognize CenterPoint Energy for a five-year period in the new LSU Career Center. We respectfully request approval of this naming opportunity.

Please let me know if you have questions or need additional information to consider this request. Thank you in advance for your consideration.



RECOMMENDATION TO APPROVE A SERVITUDE AND RIGHT-OF-WAY AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND HCSD LEONARD J. CHABERT MEDICAL CENTER

To: Members of the Board of Supervisors

Date: October 21, 2011

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

D.2(a) The assignment, lease, transfer, encumbrance or sale of land, mineral rights, right-of-ways, servitudes...

1. Summary of the Matter

The Health Care Services Division is requesting approval of the Board of Supervisors to grant a sanitary sewer servitude to Terrebonne Parish Consolidated Government (TPCG) for the purpose of installing a sewer force main on, under, and across the north side of the property at Leonard J. Chabert Medical Center.

This installation is beneficial to Leonard J. Chabert Medical Center. TPCG is furnishing all materials and labor at no cost for this project. The project will benefit LJCMC by modernizing the system that removes sewer from the local area and the facility.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

No fiscal impact will be relevant.

4. Description of Competitive Process

Not applicable.

5. Review of Legal Documents

Sewerage Servitude is in order.

6. Parties of Interest

- Leonard J. Chabert Medical Center
- Terrebonne Parish Consolidated Government

7. Related Transactions

None.

8. Conflicts of Interest

None.

ATTACHMENTS

- Servitude and Right-of-Way Agreement
- Map of Proposed Right-of-Way.

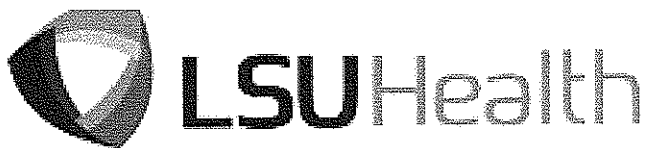
RECOMMENDATION

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

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize John V. Lombardi, President of the Louisiana State University System, or his designee, to enter into and execute a Servitude And Right-of-Way Agreement granting Terrebonne Parish Consolidated Government (TPCG), a servitude of right of way at Leonard J. Chabert Medical Center for the purpose of installing a sewer force main along the north of the property which will benefit the facility.

BE IT FURTHER RESOLVED that said John V. Lombardi, President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with the General Counsel, to include in the TPCG Servitude and Right-of-Way Agreement such terms and conditions that he may deem in the best interest of the Board of Supervisors.

BE IT FURTHER RESOLVED that any and all lawful acts done and performed by John V. Lombardi, President of the Louisiana State University System, or his designee, on behalf of the Board of Supervisors in consideration of the authority hereby granted be, and the same are hereby ratified."



WWW.LSUHOSPITALS.ORG

- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- INTERIM LSU PUBLIC HOSPITAL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

August 23, 2011

RECEIVED

AUG 26 2011

PROPERTY & FACILITIES

James G. Howell
Assistant Vice President & University Architect
3810 W. Lakeshore Drive, Room 109
Baton Rouge, LA 70808

Dear Jim:

Please find attached, a Servitude and Right-of-Way Agreement from Terrebonne Parish Consolidated Government for the purpose of installing a sewer force main on, under and across the north side of the property at Leonard J. Chabert Medical Center.

Your assistance is requested in obtaining Board of Supervisor approval of the project. If you need additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roxane A. Townsend', with a long horizontal line extending to the right.

Roxane A. Townsend, M.D.
Interim CEO
LSU-Health Care Services Division



LEONARD J. CHABERT MEDICAL CENTER

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- LSU INTERIM HOSPITAL OF MCL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

August 9, 2011

Roxane Townsend, MD
CEO LSU HCSD
Kirby Smith Hall
1st floor, MR, Room 151
Baton Rouge, La. 70803

RE: Leonard J. Chabert Medical Center (LJCMC)
Project: TPCG Servitude and Right-of-Way Agreement

Dear Lanette,

Attached you will find a Servitude and Right-of-Way Agreement from Terrebonne Parish Consolidated Government (TPCG). The signing of this agreement would enable TPCG to install a sewer force main on, under, and across the northside of the property. The project will benefit LJCMC by modernizing the system that removes sewer from the local area and the facility.

Please forward this information to Mr. James Howell's office to obtain Board of Supervisor approval. Thank you for your assistance. If you should need any additional information, please feel free to contact me at (985) 873-1305.

Enclosure

Sincerely,

A handwritten signature in black ink, appearing to read 'Donna L. Pitre'.

Donna L. Pitre, MHA, MSN, RN, CHSP
Support Services Director

Cc: Rhonda Green, BSN, MBA, MHCM, RN
CEO Leonard J. Chabert Medical Center

STATE OF LOUISIANA

PARISH OF TERREBONNE

ACT OF SERVITUDE

BE IT KNOWN that on this ____ day of _____, 20 __, in the presence of the undersigned witnesses, personally came and appeared:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE, a political subdivision of the State of Louisiana, whose mailing address is 1978 Industrial Blvd., Houma, Louisiana, 70363 and herein represented by its duly authorized representative hereinafter referred to as GRANTOR, and

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, TIN # 72-6001390, a political subdivision of the State of Louisiana, appearing herein through its Parish President, Michel H. Claudet, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361, (hereinafter referred to as GRANTEE).

In consideration of improvements to the area GRANTOR hereby grants, transfers, assigns, sets over and delivers with full substitution and subrogation to all GRANTOR'S rights and actions in warranty against all preceding owners and vendors, unto GRANTEE, accepting and acknowledging delivery and possession for GRANTEE, a servitude as shown on the attached plat for a sewer force main on, under, and across the following described property of GRANTOR in Terrebonne Parish, Louisiana:

Sewerage Servitude

Said right-of-way is depicted and described on a plat prepared by GSE Associates, LLC., titled "EXHIBIT "A" PLAT SHOWING A 10' WIDE PROPOSED SEWER SERVITUDE FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT ON PROPERTY BELONGING TO LSU - H.C.S.D. MEDICAL CENTER HEALTH CARE SERVICES DIVISION, Located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana" dated May 9, 2011, a copy of which is attached hereto as Exhibit "A".

The grant and transfer of the servitude on the above described property is for the underground construction, laying, maintaining, operating and replacing of one sewer force main and appurtenant facilities.

GRANTEE agrees at its sole cost and expense to install by open cut or horizontal directional drill method (bore) said sewer force main with a minimum ground cover of three (3') feet, and at least three (3') feet below the bottom of all drainage ditches or arteries or an above ground crossing.

Upon completion of construction, GRANTEE agrees to restore the surface of GRANTOR'S property to original conditions.

GRANTOR further grants to GRANTEE the right of access to the servitude area and authorizes GRANTEE to enter upon the servitude area and undertake all actions necessary for the construction, repair, improvement operation and maintenance of the sewer force main authorized within the servitude area.

It is further understood that GRANTOR shall not construct any permanent structures within the boundaries of the servitude.

GRANTEE agrees to hold GRANTOR harmless and to indemnify and defend at its sole cost and expense GRANTOR, against all claims for bodily injuries to persons or damage to property resulting from the acts or omissions of GRANTEE, its agents, employees or contractors in the exercise of the rights transferred hereunder.

The term of this servitude herein shall be perpetual unless abandoned by the GRANTEE.

THUS DONE AND SIGNED effective the day and date above written in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

GRANTOR:

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

Printed name

BY: _____

Printed name

NOTARY PUBLIC

WITNESSES:


GRANTEE:

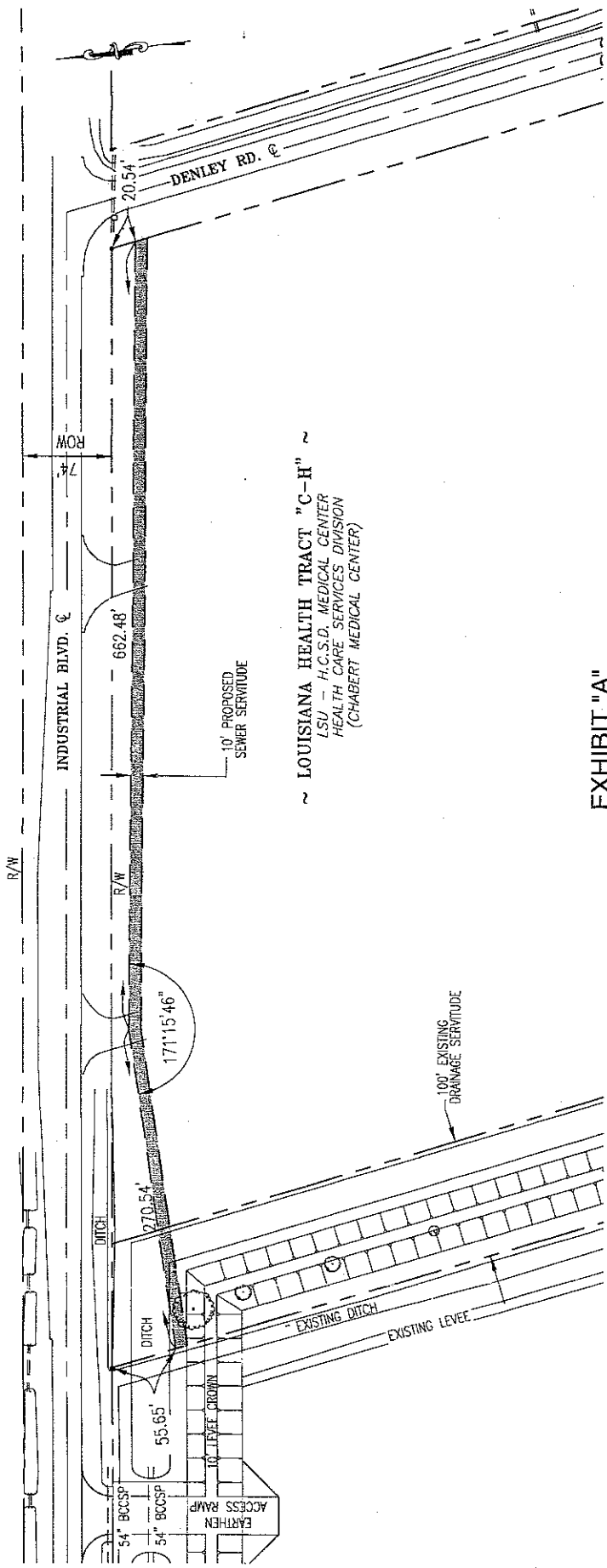
**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Heather Castillo
Heather Castillo
Printed name

BY: 
MICHEL H. CLAUDET, Parish President

Doug Bourg
Doug Bourg
Printed name


~~COURTNEY L. ALCOCK (BAR #24273)~~
NOTARY PUBLIC
Michelle Nib, Notary Public
Bar Roll No. 32616; LA Notary I.D. 89307
Parish of Terrebonne
My commission expires at death.



LOUISIANA HEALTH TRACT "C-H"
 LSU - H.C.S.D. MEDICAL CENTER
 HEALTH CARE SERVICES DIVISION
 (CHABERT MEDICAL CENTER)

EXHIBIT "A"
 PLAT SHOWING A 10' WIDE PROPOSED SEWER SERVITUDE FOR
 TERREBONNE PARISH CONSOLIDATED GOVERNMENT
 ON PROPERTY BELONGING TO
 LSU - H.C.S.D. MEDICAL CENTER
 HEALTH CARE SERVICES DIVISION

LOCATED IN
 SECTION 12, T17S-R17E
 TERREBONNE PARISH, LOUISIANA
 DATE: MAY. 9, 2011
 SCALE: 1"=100'

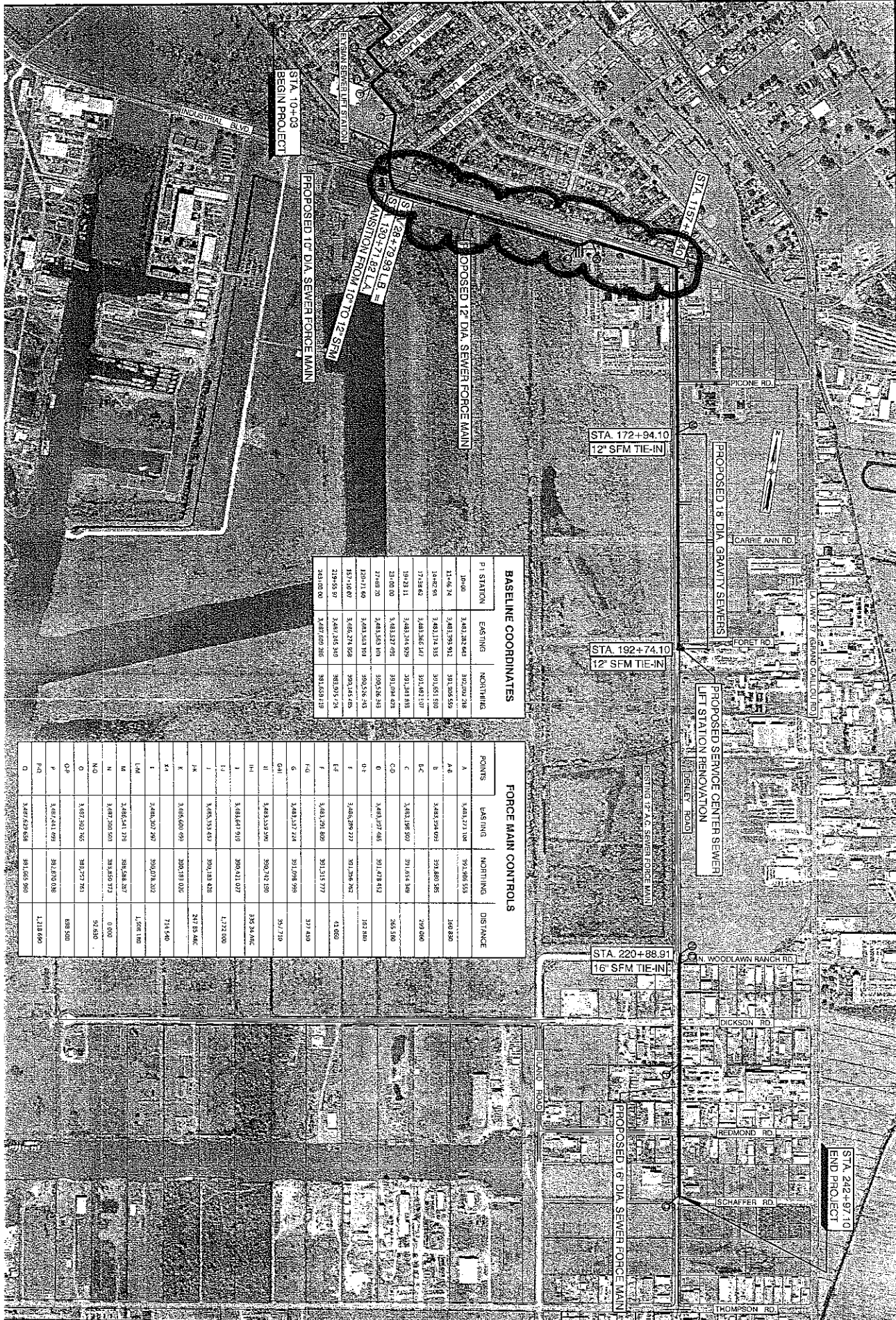
NOTE: THIS SURVEY DOES NOT
 CONFORM TO THE LOUISIANA MINIMUM
 STANDARDS FOR PROPERTY SURVEYS.

GSE Associates, LLC

991 Grand Celliour Road
 Houma, Louisiana 70363
 (985) 878-6380
 2315 North Woodlawn Ave., Suite 201
 Metairie, Louisiana 70001-7402
 (504) 454-1710
 800 Youngs Road
 Morgan City, Louisiana 70381
 (985) 384-6033



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 FILENAME: CHABERT_MEDICAL.DWG



BASELINE COORDINATES

P1 STATION	EASTING	NORTHING
10+00	3,483,202.463	302,009.218
11+66.24	3,483,295.912	301,808.339
14+62.94	3,483,174.315	301,651.508
17+18.64	3,483,365.147	301,481.077
19+22.11	3,483,247.929	301,341.611
21+00.00	3,483,271.795	301,198.628
27+68.20	3,483,168.181	300,526.343
32+01.60	3,483,503.781	300,526.343
35+71.00	3,483,218.624	300,349.626
21+95.97	3,483,245.340	302,075.276
241.00.00	3,483,606.285	301,658.147

FORCE MAIN CONTROLS

POINTS	EASTING	NORTHING	DISTANCE
A	3,483,273.104	301,585.553	1,007.893
A-B	3,483,298.024	301,480.285	1,007.893
B	3,483,298.024	301,480.285	1,007.893
B-C	3,483,198.507	301,634.308	799.680
C	3,483,198.507	301,634.308	799.680
C-D	3,483,297.485	301,478.612	565.300
D	3,483,297.485	301,478.612	565.300
E	3,483,297.485	301,478.612	565.300
F	3,483,297.485	301,478.612	565.300
G	3,483,297.485	301,478.612	565.300
H	3,483,297.485	301,478.612	565.300
I	3,483,297.485	301,478.612	565.300
J	3,483,297.485	301,478.612	565.300
K	3,483,297.485	301,478.612	565.300
L	3,483,297.485	301,478.612	565.300
M	3,483,297.485	301,478.612	565.300
N	3,483,297.485	301,478.612	565.300
O	3,483,297.485	301,478.612	565.300
P	3,483,297.485	301,478.612	565.300
Q	3,483,297.485	301,478.612	565.300
R	3,483,297.485	301,478.612	565.300

JOB: ELYSIAN TO ASHLAND SEWER LIFT STATIONS SEWER IMPROVEMENTS OVERALL SITE PLAN CLIENT: Terrebonne Parish Consolidated Government Terrebonne Parish, Louisiana	DESIGNED BY: D.C.S. DRAWN BY: D.P.M. CHECKED BY: L.B.P., Jr.	DATE: JULY 30, 2011 SCALE: 1"=400' PLOT SCALE: 1:1 JOB NO: 441-040-GSE	GSE Associates, LLC 4201 West of Baton Rouge, LA 70802 (225) 754-1400 2215 N. Woodlawn Ave. Suite 201 Metairie, LA 70001 (504) 885-1111	STAMP: _____ DATE: _____ REVISIONS: _____ REVISIONS: _____ APPR: _____ APPR: _____
	3 of 44 63			DATE: _____ REVISIONS: _____ APPR: _____ APPR: _____



Office of Academic Affairs Consent Agenda Item
APPROVAL OF DEGREES TO BE CONFERRED
AT THE FALL, 2011 COMMENCEMENT EXERCISES

1. Resolution for approval of degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System (December 15, 16, 17, 18)

LSU.....	December 16, 2011 (Diploma Ceremonies List Attached)
LSU at Alexandria.....	December 15, 2011 10:00 a.m. Alexandria Riverfront Center
LSU at Eunice.....	December 16, 2011 3:00 p.m. Health and Physical Education Building
LSU Health Sciences Center in New Orleans.....	No Commencement
LSU Health Sciences Center in Shreveport.....	No Commencement
LSU in Shreveport.....	December 18, 2011 2:00 p.m. CenturyTel Center
LSU School of Veterinary Medicine.....	No Commencement
Paul M. Hebert Law Center.....	No Commencement
University of New Orleans.....	December 17, 2011 3:00 p.m. UNO Lakefront Arena

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation at commencement exercises on campuses of the LSU System on (December 15, 16, 17, 18)

FALL COMMENCEMENT

Friday, December 16, 2011

SCHEDULE OF ACTIVITIES:

Main Ceremony

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

Diploma Ceremonies

- 9:00 a.m.**
- College of Art and Design
 - Location: School of Music Recital Hall
 - Assemble: Main Lobby of the School of Music Building no later than 8:15 a.m.
 - E. J. Ourso College of Business
 - Location: Maravich Assembly Center
 - Assemble: Assembly Center's northwest portal no later than 8:00 a.m. Graduates will report to Auxiliary Gym. Procession begins at 8:45 a.m.
 - College of Engineering
 - Location: Maddox Fieldhouse
 - Assemble: Maddox Fieldhouse no later than 8:15 a.m.
 - College of Music and Dramatic Arts
 - Location: Shaver Theatre
 - Assemble: Room 135 Music & Dramatic Arts Building no later than 8:15 a.m.
 - Manship School of Mass Communication
 - Location: Bo Campbell Auditorium, Cox Communications Academic Center for Student Athletes
 - Assemble: Lobby of the Journalism Building no later than 8:15 a.m.
 - College of Agriculture
 - Location: Student Recreation Complex
 - Assemble: Student Recreation Complex no later than 8:15 a.m.
 - School of Veterinary Medicine
 - Location: Room 1212-C, School of Veterinary Medicine
 - Assemble: Room 1212-C, School of Veterinary Medicine no later than 8:45 a.m.
- 12:30 p.m.**
- College of Science
 - Location: Student Recreation Complex
 - Assemble: Student Recreation Complex no later than 11:45 a.m.
 - School of the Coast and Environment
 - Location: Dalton Woods Auditorium, Energy, Coast & Environment Building
 - Assemble: Rotunda Lobby no later than 12:00 p.m.
 - College of Education
 - Location: Maddox Fieldhouse
 - Assemble: Maddox Fieldhouse no later than 11:30 a.m.
 - College of Humanities & Social Sciences
 - Location: Maravich Assembly Center
 - Assemble: Assembly Center's southwest and northwest portals no later than 11:45 a.m.
 - School of Library and Information Science
 - Location: School of Music Recital Hall
 - Assemble School of Music Recital Hall no later than 12:15 p.m.



Office of Academic Affairs Consent Agenda Item

REQUEST APPROVAL TO ESTABLISH A BACHELOR OF SCIENCE IN ATHLETIC TRAINING IN THE DEPARTMENT OF KINESIOLOGY AT LSU A&M

To: Members of the Board of Supervisors

Date: October 21, 2011

1. Significant Board Matter

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

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

2. Summary of the Matter

This proposal requests the establishment of a Bachelor of Science in Athletic Training in the Department of Kinesiology in the College of Education at Louisiana State University A&M.

Athletic training is currently offered as a concentration in the Bachelor of Science in Kinesiology. The course work for the proposed degree program includes kinesiology courses specifically related to educational requirements for maintaining the program's current accreditation under the Commission on Accreditation of Athletic Training Education (CAATE).

The Bachelor of Science in Athletic Training at LSU A&M will produce entry-level Board of Certification, Inc. (BOC) certified athletic trainers (ATC) who possess the qualities of cultural competency, clinical proficiency, loyalty, legal and ethical medical practice, professionalism, and accountability in their academic endeavors and career in athletic training.

The athletic training concentration received initial accreditation from CAATE in April 2004 for a five-year period. During the 2008-09 academic year, the athletic training concentration underwent the accreditation re-affirmation process, and in August 2009 was officially awarded Continuing Accreditation through the 2013-2014 academic year by CAATE.

However, CAATE mandates that all accredited athletic training education programs must be either an undergraduate or graduate program that offers a major or graduate equivalent in athletic training by no later than 2013-14 academic year. The major must be consistent with other majors offered within the institution. In the official notification from CAATE

dated August 25, 2009, athletic training was granted “Continuing Accreditation,” but with the stipulation that in order to come into full compliance with the Accreditation Standards the university must address Standard I.1 – Description of the Program, which states “The athletic training education program must be an undergraduate or graduate program that offers a major or graduate equivalent in athletic training.” The proposal to establish the Bachelor of Science in Athletic Training is to ensure that LSU A&M will continue to offer an accredited educational program in athletic training.

3. Financial Note

The financial resources required to support the proposed degree program are currently available and are allocated to the CAATE-accredited athletic training concentration in the Bachelor of Science in Kinesiology. Faculty, learning resources, and facilities are available to meet the needs of the proposed degree program.

4. Review of Documents Related to Referenced Matter

The program has been approved by all appropriate faculty, administrative offices and by the System Council of Chief Academic Officers. The proposed curriculum is available upon request in the Office of Academic Affairs.

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

Appropriate certification has been provided by the campus.

RECOMMENDATION AND DRAFT RESOLUTION:

The staff in the LSU System Office of Academic Affairs recommends approval of the following resolution:

“NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request for the addition of a Bachelor of Science in Athletic Training at Louisiana State University, subject to approval by the Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL TO RESUBMIT A MASTER OF SCIENCE IN ENVIRONMENTAL BIOLOGY AT LSU-S

To: Members of the LSU Board of Supervisors

Date: October 21, 2011

1. Significant Board Matter

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

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

2. Summary of the Proposal

Background. Louisiana State University in Shreveport is requesting approval to resubmit its Master of Science in Environmental Biology degree program to the Board of Regents. This program was initially approved by the LSU Board of Supervisors in August 2008 and received a positive recommendation by a Board of Regents selected external panel in March 2009. The final approval by the Regents was, however, delayed due to concern by Regents' staff over impending higher education budget cuts and, soon after, the Board of Regents placed a moratorium on approval of new programs. With the recent lifting of the moratorium, the Board of Regents has requested campuses with proposals submitted prior to May 2010 to update them to reflect the current status of the university and needs of the region and resubmit through the appropriate management board.

Brief Summary of the Proposal. Briefly, the degree will be housed in the Department of Biological Sciences in the School of Science within the College of Arts and Sciences at Louisiana State University in Shreveport (LSUS). Environmental Biology is a program that focuses on the scientific study of the origins, functions, relationships, interactions, and natural history of living populations, communities, species, and ecosystems in relation to dynamic environmental processes. The degree includes instruction in biodiversity, molecular genetic and genomic evolution, mesoscale ecology, computational biology and modeling, conservation biology, local and global environmental change, and restoration ecology. This Master of Science Degree in Environmental Biology will be a research-based, thesis-requiring degree. The expertise of the faculty and the current course offerings are such that the curriculum will be designed to allow students to study and develop thesis research projects in species biodiversity, computational biology (bioinformatics) and modeling, conservation biology, ecology, environmental change, evolution (molecular, genetic, and genomic), and restoration ecology.

The primary objective of this program is to provide graduate education in environmental biology to those individuals in the Ark-La-Tex region who desire graduate training but are not ready to commit the time and effort required for doctoral studies. The establishment of this program at Louisiana State University in Shreveport will:

- (a) provide graduate-level trained individuals for employment as research technicians at regional and state environmental and other bioscience related industries.
- (b) provide initial graduate training for those students who would eventually enroll in doctoral programs at other universities.
- (c) provide science teachers in the Caddo, Bossier, and surrounding parish school districts an opportunity to pursue research-based graduate training in some field other than education.

It is important to note that as a result of the large growth in dual enrollment programs (881 high school students in dual enrollment courses this Fall), the number of regional high school biology teachers interested in the MS in Environmental Biology is also growing.

3. Review of Documents

The original proposal approved by the Board of Supervisors in 2008 was reviewed and recommended for approval by the LSU System Executive Graduate Council and the System Office of Academic Affairs. The proposal at that time was judged to be academically sound, within the role, scope and mission of LSU-S, and would meet a demonstrated need without requiring significant additional resources for its implementation. Graduates of the program will have enhanced employment opportunities and bring added value to Louisiana's workforce.

4. Attachments

A copy of the Executive Summary that was approved by the LSU Board of Supervisors in August 2008 is attached.

RECOMMENDATION AND DRAFT RESOLUTION

The staff in the LSU System Office of Academic Affairs recommends that the LSU Board of Supervisors approve the following resolution:

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves the request from Louisiana State University in Shreveport to resubmit the proposal for a Master of Science in Environmental Biology to the Board of Regents for final approval.



Office of Academic Affairs Agenda Item #1

REQUEST FOR APPROVAL TO ESTABLISH A M.S. IN ENVIRONMENTAL BIOLOGY AT LOUISIANA STATE UNIVERSITY IN SHREVEPORT

To: Members of the Board of Supervisors

Date: August 28, 2008

1. Significant Board Matter

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

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

2. Summary

Description. This proposal requests the establishment of a M.S. in Environmental Biology in the Department of Biology in the College of Science at LSU-S. The Letter of Intent for this new program was approved by the Board of Regents in December, 2007.

This 30-hour Master of Science Degree in Environmental Biology will be a research-based, thesis-requiring degree. The curriculum will be designed to allow students to study and develop thesis research projects in species biodiversity, computational biology (bioinformatics) and modeling, conservation biology, ecology, environmental change, evolution (molecular, genetic, and genomic), and restoration ecology, areas in which LSU-S has faculty expertise.

The primary objective of this program is to provide graduate education in the biological sciences to those individuals in the Ark-La-Tex region. The proposed program is designed to provide:

- (a) science teachers in the Caddo, Bossier, and surrounding parish school districts an opportunity to pursue research-based graduate training in some field other than education.
- (b) graduate-level trained individuals for employment as research technicians at regional and state environmental and other bioscience related industries.
- (c) provide initial graduate training for those students planning to pursue a doctoral program at another university.

Need. Currently, there is no institution (public or private) in Louisiana that offers a masters degree in Environmental Biology. While Shreveport-Bossier City is one of the largest metropolitan areas in Louisiana, the only graduate programs in the biological sciences currently available in Shreveport-Bossier City are those in biomedical science offered at Louisiana State University Health Science Center in Shreveport (LSUHSC-S). The LSUHSC-S program, however, is primarily designed for doctoral level candidates, and masters level students are accepted on a very limited basis. In addition, although there has been a collaborative agreement with the LSUHSC-S since 1996, it serves students only in areas related to the biomedical sciences.

Numerous national studies have reported the decline in the number of students graduating with graduate degrees in the natural sciences and have predicted serious shortages of sciences and engineering personnel in the future. While the most acute shortages will occur in the physical sciences, a shortage in the biological sciences is also predicted. Graduates trained in modern molecular biology techniques will be in especially high demand. Molecular biology methodology is rapidly becoming the cornerstone for basic research in almost every area within the biological sciences.

Students. Although it is difficult to predict enrollment, LSU-S estimates that the pool of potential students from all sources in the Shreveport-Bossier City area is approximately 700. Using a 10% turnover rate per year due to retirement, graduation, transfer, and other causes, there will be approximately 70 new potential students who should be interested in the program in the area each year. Some students may be expected to complete the degree within two years, while others, such as teachers employed in school system, may require three to five years to complete the course of study. Based on this information and from information provided in returned informal surveys, LSU-S estimates an enrollment of 25-30 after five years. In order to reach this enrollment level, LSU-S must offer classes at non-traditional times to meet the needs of part-time students and find graduate assistant funding to support students interested in full-time enrollment.

Faculty. The department has nine faculty members and one Professor Emeritus available for teaching and advising students in the proposed new program. Each of the faculty members has a strong record of research in various areas of environmental biology. One or two new faculty is also scheduled to be hired in the department to meet current needs; no new faculty will be hired specifically for this program. The program will be absorbed into existing resources.

Library and Other Resources. Library resources are adequate to meet the needs of the proposed program. The Noel The library has approximately 8130 resources in the life sciences, including: books, periodicals, government documents, encyclopedias, microfilms/microfiche, and video/audio resources and access to an extensive online book collection through Netlibrary. LSU-S faculty and students also have access to several scientific databases that provide citations, abstracts, and in many cases full text articles.

Facilities. The classroom facilities at LSU-S are adequate to support the program. In addition, LSU-S has the following specialized facilities and equipment available to support the program: the Molecular Genetics Research Laboratory, Red River Watershed Management Institute and Environmental Sciences Research Laboratory, LSUS Life Sciences Museum and Herbarium, C. Bickham Dickson Red River Educational and Research Park, Hybrid wet science/computer-interfaced teaching laboratories, and a twelve-station student computer lab used to conduct both graduate and undergraduate research projects. The Crayfish Supercomputer, Access Grid room, Bioinformatics Research Laboratory, Student Computer Laboratories, and The Department of Chemistry and Physics research laboratories and facilities are also available to faculty and students within the Department of Biological Sciences on an as-needed basis.

Administration. The program will be administered by a program director in the Department of Biological Sciences in the College of Sciences at LSU-S.

3. Fiscal Note

No additional state appropriations are anticipated to be required to support the proposed program, since faculty, library resources, courses, and facilities are currently in place. In order to ensure that enrollment targets are met, LSU-S will need to identify support for graduate students from faculty grants and scholarship programs.

4. Review of Any Documents Related to Referenced Matter

This proposed program has been reviewed and recommended for approval by appropriate LSU-S faculty and administrators, the Executive Graduate Council of the LSU System, and the System Office of Academic Affairs.

5. Other

The full proposal is available in the LSU System Office of Academic Affairs.

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

Appropriate certifications were provided by LSU-S.

RECOMMENDATION OF EXECUTIVE STAFF AND DRAFT RESOLUTION

The System Executive Staff recommends that the LSU Board of Supervisors consider approving the following resolution:

“**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recommends approval of the proposal for a M.S. in Environmental Biology at LSU-S, subject to approval by the Board of Regents.”



Office of Academic Affairs Consent Agenda

REQUEST APPROVAL OF EXCLUSIVE PATENT AND KNOW-HOW LICENSE AGREEMENT WITH NU ME HEALTH, LLC AND THE LOUISIANA STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE, LSU AGRICULTURAL CENTER AND THE PENNINGTON BIOMEDICAL RESEARCH CENTER

To: Members of the Board of Supervisors

Date: October 21, 2011

**Re: Exclusive Patent and Know-How License Agreement with Nu Me Health, LLC and
LSU A&M, LSU Ag Center and Pennington Biomedical Research Center**

1. Significant Board Matter

Pursuant to Article VII, Section 8, D.3 (a) and (b), this matter is a Significant Board Matter.

D.3 (a) Final agreements relating to the purchase, sale, assignment, or licensing of any intellectual property rights, including patents, copyrights, and trademarks.

D.3 (b) Final agreements relating to the joint venture, use, purchase, sale, assignment or licensing of any invention, device, formula, system, process or such similar things, as well as any agreements relating to the granting of royalties or profit participation to any current or past employee.

2. Summary of Matter

Nu Me Health, LLC is a Delaware limited liability company operating in Louisiana. It is developing prebiotic products for the dietary supplement and health food markets. Prebiotics serve as nutrients for the beneficial bacteria in the human GI tract to enhance human health. The company has hired an experienced management team and has recently closed on a series A-1 financing round.

The LSU technology consists of several patent pending innovations, including a chemical-free process to extract dietary fiber and cholesterol-lowering policosanols from sugarcane fiber or "bagasse". In addition, the technology includes a new type of carbohydrate that increases the bulk and satiety of food. These carbohydrates increase the amount of fiber and decrease the number of calories in food without affecting the taste, smell, or cooking characteristics. Another LSU innovation pertains to butyrate as a dietary supplement to increase insulin sensitivity and energy expenditure, thus decreasing body weight.

The license is exclusive and contains all the customary terms for a patent and know-how license agreement. It contains an upfront fee, royalties on net sales of products, a percentage of sublicensing income, annual fees and equity in NuMe Health. It includes reimbursement of past and future patent expenses and staged performance milestones.

3. Review of Business Plan

Business plan has been reviewed and is on file in the Office of Academic Affairs.

4. Review of Related Documents

Complete license agreement is on file in the Office of Academic Affairs.

5. Certification of campus (or equivalent) re: Article VII, Section 8, paragraph E.8

The campuses have certified PM-11 and PM-67 approval are required for this transaction.

RECOMMENDATION OF THE EXECUTIVE STAFF & DRAFT RESOLUTION:

The Executive Staff recommends that the license agreement with Nu Me Health, LLC be placed on the consent agenda of the next meeting of the LSU Board of Supervisors. The Staff further recommends approval of the following resolution:

“**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President John V. Lombardi, or his designee, to execute all documents necessary to perfect a license agreement with Nu Me Health, LLC granting Nu Me Health, LLC an exclusive license to use the patents and know-how, the license agreement to contain such terms and conditions as the President deems to be in the best interests of the University, in a form approved by the Board’s General Counsel.

BE IT FURTHER RESOLVED that the President of the LSU System is authorized by the Board to enter into any related or ancillary agreements, contemporaneously or subsequently, that the President deems to be in the best interests of the University after review by appropriate System staff. This approval is made contingent upon submission and approval of PM-11 and PM-67 documents.



Authorization of President to approve transfer of authorized positions between allocations within the Louisiana State University System budget units

To: Members of the Board of Supervisors

Date: October 21, 2011

Pursuant to paragraph D of Article VII, Section 8 of the Board Bylaws, the following is provided:

1. Significant Board Matter

This is a “significant board matter” pursuant to Board Bylaws Article VII, section 8:

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

2. Summary of the Matter

For FY 2011-2012, House Bill 1 (Appropriations Bill, 2011 Regular Session) provided line item Table of Organization (TO) control for the entities of the Health Care Services Division (HCSD). The TO control provides the number of authorized positions that the entity can hire or maintain in a given fiscal year. The Beginning FY 2011-2012 authorized TO for each of the health care units is as follows:

Institution	Authorized TO
Health Care Service Division	195
EKL	1,083
UMCLA	982
WOMMC	360
LAKMC	393
WSTMC	640
LJCMC	968
ILH (MCLNO)	2,308

HB1 statutorily authorizes the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to transfer authorized positions from one budget unit to any other budget unit and/or between allocations within any budget unit within higher education subject to the approval of the Board of Regents and notification to the Commissioner of Administration and the Joint Legislative Committee on the Budget for academic units and with notification to the Commissioner of Administration and the Joint Legislative Committee on the Budget for HCSD entities. The constitutional authority of the Board is consistent with the statutory authorization. It should be noted that the TO for the academic units were provided by pool at the System level and thus the position control will be managed at the System level.

Subsequently, the Governor issued BJ-2011-12 which proclaimed a limited hiring freeze for FY 2011-2012 allowing the LSU System to manage the freeze on behalf of its Health Care Service Division. In a subsequent memorandum issued by the Division of Administration, HCSD was asked to freeze 28 of its currently allowed 6,929 Authorized Positions (T.O.). Any dollars that were generated by this freeze were to be reinvested at the institution level and not returned to the State.

In an effort to comply with the authorized TO while simultaneously minimizing the impact on direct patient care, it is necessary to transfer positions across HCSD units to ensure adequate staffing levels.

3. Review of Documents Related to Referenced Matter

The Chief Financial Officer and Office of General Counsel have reviewed all of the relevant materials in regards to this topic.

RECOMMENDATION

It is recommended that the Board consider the resolution set forth below.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the revised distribution of authorized positions for its healthcare campuses and institutions as indicated below.

Institution	Authorized TO	Revised TO
Health Care Service Division	195	202
EKL	1,083	1,063
UMCLA	982	952
WOMMC	360	401
LAKMC	393	413
WSTMC	640	630
LJCMC	968	960
ILH (MCLNO)	2,308	2,308

BE IT FURTHER RESOLVED that the Board authorizes its President, Dr. John V. Lombardi, to make such changes or adjustments in the TO allocations for all LSU System entities as are consistent with House Bill 1, any executive or administrative orders issued in connection therewith, and the Constitutional authority of this Board, and which he deems to be in the best interests of LSU, provided that he give written notice to the Board prior to implementing any such changes or adjustments.