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**PART I. Bylaws of the Board of S S Sisors12 0 612 792 reW\*nBTF6 9.96 Tf1 0 0 1 144.02 710.74 Tm0 g0 GP1**



**ARTICLE II**  
**MEETINGS**



## ARTICLE V

### COMMITTEES

**Section 1. Standing Committees.** Unless and until otherwise decided by the vote of a majority of the membership of the Board of Supervisors, the standing committees of the Board shall consist of the committees described in sections 6-18 below:

**Section 2. Appointment and Term.** Members of all standing committees, one of whom shall be designated as chair, and one of whom shall be designated as vice-chair, shall be appointed by the Chair of the Board at the time the Chair assumes office. The term of committee appointments shall run concurrently with that of the Chair.

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

**Section 3. Officers of the Executive Committee, Absences, and Duties of Committee Chairmen.** The Chair and the Secretary to the Board shall be the chair and secretary re 0 1 d2 9.96 Tf 1 0 0 1 370.03 53

**Section 9. Academic and Student Affairs and Achievement and Distinction Committee.**

Normally, to this committee shall be referred all matters concerning the long-term academic goals of each campus, implementation strategies, analyses of campus enterprise-wide resources and mission objectives, student achievement issues, the review and approval of academic programs, centers, and institutes to advance the mission of the institution, faculty recruitment and development issues, issues of academic accountability, and the development of incentives for a competitive academic environment.

**Section 10. Athletic Committee.** Normally, to this committee shall be referred matters of policy concerning intercollegiate athletics of the University. In acting upon said matters, the Committee shall have the benefit of the advice and recommendation of the appropriate Athletic Councils.

**Section 11.**

## ARTICLE VI

### COMMUNICATIONS TO THE BOARD

**Section 1.** All communications to the Board, or to any committee thereof, from persons having official relations with the University shall be filed in writing with the President and duly transmitted by him to the Board; but all communications from a student organization, faculty member, officer, or employee of any campus or University-wide unit shall be transmitted to the President through the Chancellor or, for LSU, the President's designee, and transmitted by the President to the Board or any of its committees. The President, the President's designee, or the Chancellor shall have the authority to read and comment upon the communication but shall not delay or withhold such communications, except as hereinafter provided. Such communications shall be filed with the Chancellor or the President's designee at least ten (10) days before the meeting of the Board or committee, and with the President at least seven (7) days before such meeting. Otherwise, the Chancellor, or the President or his designee, may either submit such communication at that time or withhold such communication until the next meeting. In the event a Chancellor or the President's designee elects to withhold any such communication until the next meeting, such communication, or a true copy thereof, shall





I. For clarity, where the Bylaws o

**Section 6.**

**B. Grant of Authority By Board to President**

1. The President is authorized to take any action not expressly required to be

the lease of farm land for the purpose of constructing a building on it, or the lease of a





submissions. If Board approval is required, the President and University Officers designated by the President shall prepare an executive report, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters. In general, the following types of information will be required, though specific requirements will vary based on the nature of the matter:

1. A summary of the matter in reasonable detail;
2. A full description of the business plan, including a clear statement of the fiscal impact upon the campus in question and the University;
3. Where the success or fiscal feasibility of a proposal depends on estimates or predictions of future usage of a program, service, or facility, such as the number of persons expected to use a facility or the number of students expected to enroll in a program, a description of the data and other factors used to make the relevant estimates or predictions, and an analysis of the consequences should the actual usage be substantially higher or lower than predicted or estimated;
4. Where applicable, a description of the competitive process that was or will be followed to set the price or amount of any lease, purchase, or sale or, if no competitive process was or will be followed, a description of the process used or to be used to assure that the price or amount is consistent with, or more advantageous to the University than, the fair market value of the property, goods, or services being leased, purchased, or sold;
5. The legal documents proposed to be entered into by the University;
6. A list of all persons and legal entities with an interest in the proposal, including the names of the University employees responsible for supervising the proposal if it is approved and the precise legal name, as recorded with the Secretary of State, of any corporation, LLC, partnership, or other legal entity participating in the proposal;
7. A list of any related existing or contemplated future transactions, whether such future transactions will be legally required or are merely expected or desired to occur as a result of the submitted proposal;
8. A disclosure of any known relationships between any University employee and any private contractor or other party to the matter and the steps taken to avoid any conflicts of interest; if no such contrary disclosure is made, the submission shall be deemed to constitute an express certification by the individual making the submission that a reasonable inquiry has been made and no such conflicts of interest exist;
9. For items that must be reported pursuant to subsection F, the submission to the Board shall contain a hyperlink or web address for the most recent applicable report;
10. Any other material the President, the Board, or the Executive Committee determines will assist in understanding the matter presented;
11. The act of submission of a matter for approval by the Board or the President shall include the name of the individual making the submission, and shall constitute a certification by that individual that the information submitted is complete and accurate. All officers and employees of the University shall cooperate with the President and the University Officers in their review of any proposal submitted, and shall promptly supply any additional information requested.

**D. Timing for submission of proposals**

1. Except as provided below, all proposals for Significant Board Matters shall be



and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

2. Except as provided below, all proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than 10 business days prior to the date by which approval is needed. In exceptional circumstances, the President may, upon written justification, authorize in writing later submission of a matter





**Section 3.** All policies and procedures of the Board, falling within the definition of rules and regulations, as herein defined, and in existence upon the date of the adoption of these **Bylaws**, shall be a part of the **Rules and Regulations of the Board of Supervisors**.

#### **ARTICLE XI**

##### **ADOPTION OF BYLAWS**

These **Bylaws** shall be and become effective on the 20th day of March, 1977.

#### **ARTICLE XII**

##### **REPEALING CLAUSE**

All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board, which are in conflict of these **Bylaws**, are hereby repealed.



Minutes of all actions taken by the faculties or Faculty Councils, together with appropriate recommendations of the major administrative officer concerned, shall be reported to the President. The President may then refer any such action on academic matters of general University concern to the appropriate council, or a committee thereof, for consideration.

- d. **Meetings.** Each faculty or Faculty Council shall meet at least once each academic year at the call of the President as chair or of the Chancellor of the campus or, for LSU, the President's designee, as vice-chair

#### 1-2.4 THE DEPARTMENTAL FACULTY.<sup>3</sup>

- a. **Membership.** The departmental faculty shall consist of all members of the academic staff of a department having the rank of Instructor or higher (or equivalent rank) who are appointed full-time for at least a one-





## CHAPTER II

### APPOINTMENTS, PROMOTIONS, AND TENURE

#### Section 2-1. Classification of Employees, General.

Employees of the University are grouped as follows:

a. **Nonstudent Employees.**

(1) **Academic Employees.**

- (a) **Faculty.** Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks.
- (b) **Other Academic.** Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other personnel with academic responsibilities not holding faculty rank.

(2) **Nonacademic Employees.**

(a) **Unclassified.**

- (i) Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the **Constitution** of the State of Louisiana.
- (ii) Other positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

- (b) **Classified.** All employees in positions covered by the provisions of the Civil



4. Any additional information required by the President.

**E. Miscellaneous**

1. For purposes of this policy and the Personnel Action Approval Policy, "compensation" includes all income covered on any check issued (or electronic transmittal) by the University for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the University or pursuant to the employment agreement with the University. This includes any income paid pursuant to any faculty group practice plan or program. It does not include royalty, licensing, or other payments made pursuant to the University's intellectual property policies.
2. Nothing herein shall be construed to alter, amend, or in any way affect PM-11 or the policies and procedures set forth therein, which are required by La. R.S. 42:1123(9)(b).
3. In the event of any conflict between the provisions of this Section 2-5.1 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 2-5 shall control.
4. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.



(3) The title of Professor may be modified to indicate particular distinction as approved by the Board in special instances.

(4) Full-time faculty whose primary responsibility is conducting research and who normally are paid from grant or contract funds are to be appointed as Assistant Professor-Research, Associate Professor-Research, or Professor-Research or Assistant Professor-Extension, Associate Professor-Extension, Professor-Extension. Full-time faculty in the clinical sciences with responsibility to teaching and service programs and who are essential for patient care are to be appointed as Assistant Professor of Clinical (discipline), Associate Professor of Clinical (discipline)

## **Section 2-7. Tenured and Term Appointment, Academic Staff.**

Faculty Ranks. Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the

At those campuses employing full-time faculty members in the professions (e.g. Education) whose primary responsibility is in teaching or service programs associated with coordinating fieldwork and supervising students in the f

"Agency head" means the chief executive or administrative officer of any agency as defined



## CHAPTER III

### LEAVES

**Section 3-1. Sabbatical Leave.** Full-time academic employees [Sec. 2-1a(1)] at the rank of Instructor (or equivalent) or above, who have completed six years of service on the campus without having received leave with pay, may petition for sabbatical leave for study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the University. Adequate justification setting forth the plan for each sabbatical leave shall be stated, and report of the accomplishments under each leave granted shall be made promptly upon return from sabbatical leave. Sabbatical leave shall normally be approved for the purpose of seeking a higher degree only under unusual circumstances. Persons employed on a 12-month basis may be granted 12 months' leave with one-half pay or six months' leave with full pay. Persons employed on nine-month basis may be granted nine months' leave with one-half pay or four and one-half months' leave with full pay. Approval of sabbatical leaves shall be in accordance with the Personnel Action Approval Policy. A member of the academic staff who is granted sabbatical leave shall be required to return to his University duties for at least a year before accepting employment elsewhere. A condition for granting of a sabbatical leave is the potential benefit the University will receive as a result of the sabbatical.

Under unusual circumstances, persons may accept employment during sabbatical leave if such employment is approved in advance by the President upon recommendation of the Chan

- c. **Academic and Unclassified Employees.** Regular full-time and part-time members of the academic staff on fiscal appointment and regular unclassified employees are entitled to annual leave. Regular full-time and part-time members of the academic staff on fiscal- or academic-year appointment and regular unclassified employees are entitled to sick leave. The amount of accumulation and other provisions concerning annual leave and sick leave shall be in accordance with regulations or policies approved by the Board, appropriate State statutes, or policies applicable to the University, with such provisions to be issued by memorandum from the President.
- d. **Classified Personnel.** Annual leave and sick leave of classified personnel shall be governed by the Civil Service Regulations.
- e. **LSU Laboratory School Faculty.** Members of the LSU Laboratory School Faculty on academic year appointments teaching grades K-12 may, during each fiscal year designate no more than two days of earned sick leave to be used as personal or annual leave and may be used in accordance with the definition of such leave as listed above. Personal or annual leave for LSU Laboratory School Faculty may not be accumulated from one fiscal year to the next.

**Section 3-4. Civil, Emergency, and Special Leave.** An employee shall be given time off without loss of pay, annual leave, or sick leave under such conditions as outlined:

- a. **Academic and Unclassified Employees** - as provided in policy memorandum from the President.
- b. **Civil Service Employees** - as provided in Civil Service Regulations.

**Section 3-5. Military Leave.** An employee of this University who is ordered to duty with troops or at field exercises or for instruction with any branch of the Armed Forces (including the National Guard) for periods not to exceed fifteen (15) working days in any one calendar year is entitled to leave of absence from duties without loss of pay, time, annual leave, or efficiency rating, and when relieved from duty shall be restored to the position held when ordered to duty. Any portion of a military leave in excess of fifteen (15) working days during a calendar year shall be leave without pay, unless chargeable against accrued vacation with pay.

**Section 3-6. Leave of Absence Without Pay.**

- a. **Academic and Unclassified Administrative Officers and Professional Staff.** Leaves of absence without pay may be granted for good cause. Approval of leaves of absence shall be in accordance with the Personnel Action Approval Policy. During leaves of absence without pay no allowance for sick leave or vacation shall accumulate. For academic employees, the period of absence without pay may, upon appropriate administrative recommendation, be credited toward tenure.
- b. **Classified and Unclassified Employees Exempt from the Classified Service by Special Action of the State of Louisiana, Department of Civil Service.** Leaves of absence without pay may be granted in accordance with Civil Service regulations.

**Section 3-7. Report of Absences.** Academic and Nonacademic employees shall not absent









3. The Chancellor or, for LSU, the President shall communicate with the person or persons filing the complaint and with the personnel against whom the complaint is made. If the complaint is resolved to the mutual satisfaction of the Chancellor or, for LSU, the President and the complainant, the Chancellor shall notify the President of the means and terms of the resolution. If the complaint cannot be resolved, within 45 days of receipt, to the mutual satisfaction of the Chancellor and complainant, the Chancellor shall submit the matter in the form of a report to the President. The 45-day period may be extended by mutual consent of the Chancellor, the President

- a. **Definition of Financial Exigency.** A condition of financial exigency shall exist whenever the financial resources of a campus are not sufficient to support the existing programs and personnel of the campus without substantial impairment of the ability of the campus to maintain the quality of its programs and services. Financial exigency may result from a reduction in financial resources or from the failure to receive increases in financial resources





## CHAPTER VI

### GIFTS AND GRANTS

**Section 6-1. Conditions of Acceptance.** The Board stands ready to receive in the name of the University:

- a. Memorials, such as buildings, laboratories, or other facilities, to be placed on the campus either for beautification or for practical service and memorials in land which extend the boundaries of the campuses or other facilities.
- b.



## CHAPTER VII

### INTELLECTUAL PROPERTY

#### **Section 7-1. General Policy.**

The University encourages and expects its personnel to engage in creative, scholarly activities as part of their duties. All University Personnel are required to disclose to the appropriate campus officer, at an early date, any discoveries, inventions, and works potentially subject to legal protection under patent, copyright, or other law. The inventor, the inventor's department, and the inventor's campus gain prestige, and in some cases financial benefits, from commercializing an invention or discovery. Such commercialization is consistent with, and complementary to, the University's academic mission; through such activities, the University provides new benefits to the public and enhances economic development.

#### **Section 7-2. Definitions.**

a.

whose text is prepared on a word processor) is not considered “**LSU Digital Media.**” However, any digital media that otherwise satisfies the above definition, and that is intended to be distributed to third parties with a printed book (for example, a compact disk read-only-memory packaged with a book) is considered “**LSU Digital Media.**” An LSU Work that is published electronically as part of a peer-reviewed scholarly journal on the Internet shall not be considered “**LSU Digital Media.**” Some “**LSU Digital Media**” will be treated as LSU Works, and some “**LSU Digital Media**” will be treated as LSU Software, as provided in greater detail in Section 7-7(b).

- e. “**LSU Database**” shall mean a digital database that has commercial value, or that reasonably may be considered to have potential commercial value, regardless of whether



- (2) As owner of LSU Intellectual Property, the University may manage, license, patent, register, sell, abandon, or otherwise dispose of any LSU Intellectual Property as the University in its discretion sees fit, including but not limited to all decisions concerning potential financial benefits to be derived from any LSU Intellectual Property.
- (3) Only the University, acting through the procedures set forth in this Section 7, has the authority to enter into any agreement relating to LSU Intellectual Property. Any purported assignment, transfer, license, assertion of ownership, or other disposition of LSU Intellectual Property by the inventor(s) or author(s), without the prior written approval of a University official authorized pursuant to these *Regulations*, is void and will not be recognized by the University -- including, by way of example and not limitation, any such purported assignment or other disposition in a consulting agreement, research agreement, material transfer agreement, or confidentiality agreement.
- (4) If the University elects not to manage, license, patent, register, sell, or otherwise dispose of any item of LSU Intellectual Property, then on written request from the affected inventor(s) or author(s), in the University's sole discretion, the University may, with any required concurrence from a research sponsor, by written agreement with the respective inventor(s) or author(s), relinquish and assign that item to the inventor(s) or author(s), subject to such conditions as the parties find mutually agreeable.

b.

Each Chancellor or, for LSU, the President shall establish policies and procedures for, and identify

- (1)** Nothing in this Section 7 shall be construed to prohibit or restrict LSU Personnel from publishing in academic channels any material that the University and those Personnel are otherwise free to publish. LSU Personnel are cautioned that early publication can destroy or impair the legal protection that might otherwise be available for intellectual property, and where appropriate are advised to consult with their campus technology transfer officers well before the first planned publication to discuss this question further.
- (2)** As a matter of policy, the University shall not normally accept restrictions or











**b. Standard Forms, Reporting, and Procedures**

- (1)** Standard templates for the commercialization of LSU Intellectual Property have been developed and may continue to be developed and refined through use. Each campus or institution shall use these templates in all transactions related to the commercialization of LSU Intellectual Property and shall justify deviations from the template as necessary.
- (2)** Actions related to the Commercialization of LSU Intellectual Property shall be reported to the President and the Board, in a format, on a timeframe, and with information prescribed by the President after consultation with the Board. Such reporting requirements may be fulfilled by any such entity as is designated to manage that activity.
- (3)** All license agreements submitted by a campus for approval and execution by the President or his designee shall be accompanied by a certification from appropriate campus officials and a checklist which provides:

  - (i)** a descrip 1 0 0 1 177.7 EMC hcG [(o1 b)-7(y)-9(pn)4(el)7vity.

include copyrights in items that would otherwise constitute LSU Works, LSU Software, or LSU Digital Media; such a release does not, however, include rights in any patent, patent application, LSU Database, LSU Mark, or LSU Invention.

- b.** Prior to submitting any LSU Digital Media to an entity outside the University, the author(s) shall first submit a disclosure of the LSU Digital Media to an office or committee on the author(s)' campus to be appointed by the Chancellor or the Chancellor's designee or, for LSU, the President or his designee. The disclosure shall include a detailed description of the proposed LSU Digital Media, a copy of the LSU Digital Media, or both, and shall also include a statement specifying what resources (Personnel, funds, equipment) were used to prepare the LSU Digital Media. The designated office or committee shall then determine, on a case-by-

- b.** In the event of any conflict between the provisions of this Section 7 and any other provisions of the *Regulations* of the Board of Supervisors or any Permanent Memorandum, the provisions of this Section 7 shall control.
- c.** Nothing herein creates any rights, procedural or substantive, in any third parties.

## CHAPTER IX

### REPEAL AND AMENDMENT TO REGULATIONS

**Section 9-1. Repealing Clause.** All rules, orders, regulations, and resolutions heretofore enacted or adopted by the Board which are in conflict with these **Regulations** are hereby repealed.

**Section 9-2. Amendment.** These **Regulations**, except as they include provisions specifically covered by the Statutes of the State of Louisiana and the **Bylaws** of this Board, may be amended by receiving an affirmative vote of a majority of the members of the Board after receiving recommendations of the appropriate committee of the Board.



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