
LSU BOARD OF SUPERVISORS MEETING

Lod Cook Alumni Center

3838 W Lakeshore Dr, Baton Rouge, LA 70808

Saturday, April 10, 2021 | Time: 9:30 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Oath of Office for Laurie Lipsey Aronson
- IV. Public Comment
- V. Discussion of Personnel Matters
The Board may enter into Executive Session in accordance with the provisions of LA R.S. 42:17.
- VI. Committees
 - A. Special Committee on Title IX Compliance
 - 1. Presentation on LSU Action Plan and Title IX Compliance
 - B. Academic & Research Committee
 - 1. Request from LSU Alexandria to Establish the Bachelor of Science in Computer Science
 - 2. Request from LSU Eunice to Merge the Divisions of Liberal Arts and Sciences and Mathematics to Create the Division of Arts and Sciences
 - 3. Recommendation to Approve Conferral of Degrees at the 2021 Summer Commencement Exercises
 - 4. Consent Agenda
 - a. Request from LSU Alexandria to Change the Title of the Current Bachelor of Arts in World Religions to the Bachelor of Arts in Religious Studies
 - b. Request from LSU Health Sciences Center – Shreveport to Change the Date of Spring 2021 Commencement Exercises
 - C. Finance Committee
 - 1. Update on the LSU Research Foundation
 - 2. Update on the Utility Modernization Initiative
 - 3. Update on LSU Health Plan Solicitation for Plan Administrator and Retiree Insurance
 - 4. Request to Amend the Board Regulations Providing for Approval of Reimbursements from Affiliated Organizations and Delegation of Authority
 - D. Property & Facilities Committee
 - 1. Request from LSU Alexandria to Amend the 2021-22 Capital Outlay Request and Propose an Emergency Project
 - 2. Request from LSU A&M to Approve Schematic Design for Interdisciplinary Science Building

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

3. Request from LSU Agricultural Center to Approve a Revision to a Prior Authorization to Enter into a Cooperative Agreement and Lease with the La. Dept. of Agriculture & Forestry
 4. Request from LSU Health Sciences Center New Orleans for Acknowledgement and Approval of a Qualified Assignee for Brookfield District Energy, USA
- E. Healthcare & Medical Education Committee
1. Request to Revise the Committee Recommendation on the Addition of an Ex Officio Member to the Ochsner/LSU Health Shreveport (OLHS) Board of Directors and Selection of Member
 2. Request to Establish the Selection Process for Board Representatives to Serve on Hospital Oversight Boards of Directors
- VII. Reconvene Board Meeting
- VIII. Report on the Presidential Search
- IX. Lewis v. LSU Board of Supervisors et al., Litigation, Docket No. 21-00197, U.S. District Court, Middle District of Louisiana
The Board may enter into Executive Session in accordance with the provisions of LA R.S. 42:17.
- X. Approval of Board Meeting Minutes
- XI. Personnel Actions
- A. Approval of Personnel Actions Requiring Board Approval
- XII. Reports from Council of Staff Advisors and Council of Faculty Advisors
- XIII. Approval of Committee Reports
- XIV. Reports to the Board
- A. LSU FY 2020-2021 Metric Data
- XV. President's Report
- XVI. Chair's Report
- XVII. Adjournment



Board of Supervisors

ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 10, 2021



Board of Supervisors

Request from LSU Alexandria to Establish a Bachelor of Science in Computer Science

Date: April 10, 2021

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

LSU Alexandria (LSUA) is requesting approval to establish the Bachelor of Science in Computer Science. The Letter of Intent was approved by the Board of Regents on February 19, 2020. The Board of Regents requested that the university address the need for additional, qualified faculty to implement the program, provide a timetable to attain ABET accreditation, and address how the curriculum meets the needs of the employers in the region. All these requests have been implemented by the university.

Currently, the university offers a Bachelor of Science in Mathematics with a concentration in computer science. While there is healthy enrollment in the concentration, the addition of the BS in Computer Science would allow the university to better serve those students who wish to acquire a more comprehensive foundation in the discipline of computer science and develop the expertise that would allow them to compete for well-paid positions in the field. The curriculum conforms to the Accreditation Board for Engineering and Technology (ABET) standards for programs in computer science. The program will be offered both face-to-face and online via LSU Online.

Within the state of Louisiana, several large employers are already finding it challenging to staff computer science positions with qualified individuals. Such employers include CenturyLink in Monroe, the IBM Client Innovation Center in Baton Rouge, DXC Technology in New Orleans, and organizations affiliated with the Cyber Innovation Center in Bossier City. One spinoff from the Cyber Innovation Center is Ingalls Information Security, a fast-growing cybersecurity company located just six miles from the LSUA campus. LSUA is working with this company to secure DoD funding for a cybersecurity center on campus. The challenge faced by the companies listed is confirmed by data provided in the Bureau of Labor's 2019 Occupational Employment Statistics Survey. The survey indicates that the concentration of employment in the fields of Computer Science and Mathematics in the State of Louisiana is lower than in Mississippi, Arkansas, Oklahoma, Alabama, and Texas. While each of the states cited above have a lower-than-average share of employment in computer science occupations, the situation in Louisiana is even more challenging, with the demand for qualified employees projected to increase substantially over the next ten years.

In Central Louisiana, the region served by LSUA, the concentration of computer science occupations is even lower than statewide. In the Alexandria/Pineville area, larger employers such as CLECO, Procter and Gamble, Crest Industries, Fort Polk, Plastipak, RoyOMartin, Union

Tank Car, Weyerhaeuser Company, Rapides Regional Medical Center, CHRISTUS Saint Frances Cabrini Hospital, and Red River Bank offer many attractive and quite lucrative employment opportunities for computer science professionals. The difficulty faced by many employers is finding individuals who have the educational preparation and academic credentials needed for both current and future positions in the field. At least part of the problem is that students are unable to pursue a Bachelor of Science in Computer Science at a university in their region, and, as a result, have little choice but to earn their credentials elsewhere. Such students, when they graduate, are also more likely to settle elsewhere, in areas where there is a higher density of occupations in the field.

The ability of LSUA students to earn a computer science degree in their region and subsequently to secure employment in that region will have a significant economic impact on Central Louisiana. LSUA is the only university in the six parish Central Louisiana region. The only STEM degrees that it currently offers are the BS Biology, the BS Chemistry, and the BS Mathematics. The addition of computer science will broaden LSUA's rather narrow array of STEM programs and thus increase its ability to contribute to the strengthening of STEM encouraged by the Louisiana Legislature.

Since the fall of 2016, when the concentration in Computer Science originated, seven students have graduated. In the fall of 2019, the BS in Mathematics with all of its current concentrations (including the Computer Science concentration) were placed online via LSU Online. The program has already enrolled 60 students. Survey responses for the past three years have indicated an extreme anticipation from students in the region and beyond. Projected enrollment begins with 20 students in Year 1, increasing to 100 by Year 5 based on the current course enrollment, survey responses, local employer demand, and the online format of the program.

3. Review of Business Plan

LSUA has hired one new tenured faculty member at the Board of Regents request and will hire two additional faculty by Year 3 to reach a maximum of seven faculty for the program. The program will be housed in the Department of Mathematics and Computer Science.

The facilities that support the existing computer science curriculum will also support the new program. These facilities include classrooms, department offices, and computer labs, in Mulder Hall, the building in which the Department of Mathematics and Computer Science is housed. A computer lab equipped by a recent Board of Regents grant will be adequate for laboratory needs. Equipment upgrades and supplies will be covered by laboratory fees, endowment allocations, and/or grants. Additional classrooms are available in the Science Building, Chambers Hall, and Coughlin Hall. The proposed program, which will replace the existing computer science concentration in the BS in Mathematics, will not require any additional space, remodeling of existing space, or new equipment.

4. Fiscal Impact

The program will begin the process of ABET accreditation, which does come with costs. Accreditation costs, which include the fee for the Readiness Review, the fee for the actual Program Accreditation Review, and the fee for each Program Evaluator, total \$14,150. The main additional cost required by the proposed program will be the hiring of two full-time faculty members, one

for Year Two and one for Year Three of the program's existence. The estimated cost, including benefits, of the faculty additions for a single academic year is \$162,000. It is anticipated that the new enrollment generated by the addition of the proposed program will cover this cost. It is not anticipated that the proposed program will result in any significant reallocation of departmental funds.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the Bachelor of Science in Computer Science.



Board of Supervisors

Request from LSU Eunice to Merge the Divisions of Liberal Arts and Sciences and Mathematics to Create the Division of Arts and Sciences

Date: April 10, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Eunice requests approval to consolidate two academic divisions – The Division of Liberal Arts and the Division of Sciences and Mathematics – and create the Division of Arts and Sciences. This request is part of a continuing effort to reduce administrative cost and to increase faculty support and collaboration across disciplines. This merger will reduce the number of academic divisions at LSU Eunice from three to two and will eliminate one full-time academic administrative deanship. The current deans of Liberal Arts and Sciences and Mathematics are interim and have contracts that will end this academic year, making the timing of this merger fortuitous. This merger will not affect any of the academic programs presently offered by the two divisions.

Current administrative organizational structure and salaries for the Division of Liberal Arts and the Division of Sciences and Mathematics consist of two deans (\$75,000 each) and four area coordinators (full-time faculty receiving \$1,000 each) for a total administration expenditure of \$154,000. The proposed structure of a combined division will be one dean (\$80,000-\$90,000) and four area coordinators (full-time faculty with enhanced job duties to assist the dean, each receiving \$5,000). There would be no change to the two divisional office support staff that includes administrative assistants and student workers. This is a maximum total expenditure of \$110,000. The merger of the two divisions will concentrate into one division, where most of the transfer programs are currently offered. These degrees include the Associate of Arts Louisiana Transfer Degree (five concentrations), the Associate of Science Louisiana Transfer Degree (two concentrations), and the Associate of General Studies.

The merger will also balance the distribution of full-time faculty in the two academic units. The number of full-time faculty in the fall of 2020 are listed below:

- Division of Health Sciences and Business Technology 28
- Division of Liberal Arts 18
- Division of Sciences and Mathematics 17

With the merger, the Division of Arts and Sciences will now have 35 full-time faculty members, making it comparable in size to the Division of Health Sciences and Business Technology.

3. Review of Business Plan

All stakeholder groups on campus supported this proposal.

4. Fiscal Impact

The proposed merger of the two academic divisions will not require any substantive change to current physical facilities or equipment. Faculty members teaching courses in both divisions will remain in their current classroom and office space as assigned. The dean will utilize both current divisional office spaces, and faculty in each division will continue to be supported by the current administrative personnel in those offices. The result of this request would allow the university to realize a cost savings of \$54,000.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Eunice to merge the Divisions of Liberal Arts and Sciences and Mathematics to create the Division of Arts and Sciences.



Board of Supervisors

Recommendation to Approve Conferral of Degrees at the 2021 Summer Commencement Exercises

Date: April 10, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises whether they be virtual or on campus:

LSU A&M	August 13, 2021
Paul M. Hebert Law Center	August 11, 2021
LSU Alexandria	August 15, 2021
LSU Health Sciences Center New Orleans	August 14, 2021
LSU Health Sciences Center Shreveport	August 14, 2021
LSU Shreveport	August 11, 2021

The proposed resolution indicates that degrees can be conferred after August 1, 2021 in case adjustments must be made to the ceremony to meet COVID safety requirements.

3. Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2021 summer commencement exercises on or after August 1, 2021.



Board of Supervisors

Request from LSU Health Sciences Center Shreveport to Amend the Date to Confer Degrees

Date: April 10, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

On December 4, 2020, the Board of Supervisors approved the conferral of degrees to graduates of the LSU Health Sciences Center Shreveport on May 22, 2021. Chancellor Ghali is requesting the approved date be changed to May 21, 2021 so that the Center may hold commencement exercises at a large arena in the Shreveport area allowing for appropriate distancing. At the suggestion of staff, the resolution requests a date on or after May 19 in case there are disruptions in the planned exercises.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on or after May 19, 2021 to candidates meeting degree requirements for graduation from the LSU Health Sciences Center Shreveport.



Board of Supervisors

Request from LSU Alexandria to Change the Title of the Current Bachelor of Arts in World Religions to the Bachelor of Arts in Religious Studies

Date: April 10, 2021

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Alexandria (LSUA) is requesting a title change for the current Bachelor of Arts in World Religions to the Bachelor of Arts in Religious Studies. The requested change, which does not involve any modification of the curriculum itself, has already been approved by the faculty of LSUA's Department of Arts, English, and Humanities and by the university's Courses and Curricula committee.

The Bachelor of Arts in World Religions was approved by the Board of Regents in December 2017 and was officially launched in Fall 2018. In Fall 2020, the first student graduated from the new degree program, and another will graduate in Spring 2021. Currently, the program has eight majors, four of whom are enrolled in the online program. The degree was launched as a 100% online program in Fall 2020. LSUA considers that a title change will allow the program to attract more majors for two reasons:

1. World Religions is not the standard designation for a degree program that offers students the opportunity to earn about the belief systems that have shaped cultures throughout history. Just as programs dedicated to the study of English literature and composition are called simply programs in "English" and programs that are dedicated to the study of various forms of Mathematics, including calculus and trigonometry, are simply designated as programs in "Mathematics," the program in religion has a standard designation and that is "Religious Studies." The current title, World Religions, is not included in the list of the U.S. Department of Education's CIP (Classification of Instructional Programs) codes for the field, whereas Religion/Religious Studies is - this code and description match more accurately the objectives of the curriculum.
2. LSU Online has informed LSUA, on more than one occasion, that the current title is not allowing their marketing and analytics staff to maximize the enrollment potential of the degree program. When prospective students search online for degrees in religion or religious studies, they typically enter those very words/phrases into the search engine they are using. They do not generally use the term World Religions. If they find a degree in World Religions, they do not immediately recognize the title and its objectives. This title change would help students find LSUA's program more quickly and fluidly and know without any confusion that LSUA's Bachelor of Arts in Religious Studies is a

standard degree that will help them achieve the educational goals they seek to realize.

3. Review of Business Plan

This title change will not affect the curriculum of the program nor where the program resides in the organizational structure.

4. Fiscal Impact

This title change has no fiscal impact; however, it is foreseeable that the title change will increase enrollment and thus revenue for the university.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to change the title of the current Bachelor of Arts in World Religions to the Bachelor of Arts in Religious Studies.



Board of Supervisors

Request from LSU Health Sciences Center Shreveport to Amend the Date to Confer Degrees

Date: April 10, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

On December 4, 2020, the Board of Supervisors approved the conferral of degrees to graduates of the LSU Health Sciences Center Shreveport on May 22, 2021. Chancellor Ghali is requesting the approved date be changed to May 21, 2021 so that the Center may hold commencement exercises at a large arena in the Shreveport area allowing for appropriate distancing. At the suggestion of staff, the resolution requests a date on or after May 19 in case there are disruptions in the planned exercises.

3. Review of Business Plan

N/A

4. Fiscal Impact

N/A

5. Description of Competitive Process

N/A

6. Review of Legal Documents

N/A.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

N/A

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on or after May 19, 2021 to candidates meeting degree requirements for graduation from the LSU Health Sciences Center Shreveport.



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 10, 2021



Board of Supervisors

Request to Amend the Board Regulations Providing for Approval of Reimbursements from Affiliated Organizations and Delegation of Authority

Date: April 10, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

La. Revised Statute 17:3390F requires that reimbursements by affiliated organizations to public servants equal to or greater than \$1,000 be approved by the Board of Supervisors or in accordance with a policy established by the Board.

F. Notwithstanding any other provision of this Section or of other law to the contrary, any request for payments of over one thousand dollars for any single transaction to, or on behalf of, or to reimburse the expense of a public employee of a public higher education institution or a public employee or officer of a management board of a public higher education institution by a nonprofit organization shall be approved in writing by the appropriate public higher education management board in accordance with written policies and procedures. All requests, approvals, and documents provided to a higher education institution or management board in connection with such requests or approvals, shall be retained by the public higher education institution or public higher education management board and shall be subject to inspection, examination, copying, and reproduction in accordance with the provisions of R.S. 44:1 et seq.

This proposal has two components: 1) delegation of authority to the President and possibly others, and 2) approval process for the President. Under the proposal, the Board would delegate to the President the authority to approve reimbursements of \$1,000 or greater. The Board Chair, for a limited time, may delegate the authority to other University officials. The proposal requires that the President's reimbursement be approved by the Chair of the Board.

The proposal also would require a quarterly information report to the Board.

In fulfillment of this Regulation, the President and Executive Vice President of Finance and Administration may establish the process and procedures for submission. Affiliates will be instructed on information to be submitted as well as the reporting period.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

None.

8. Related Transactions

Pertain to all requests for transactions equal to or greater than \$1,000 to be paid by an affiliate.

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby amend Article VIII of the Regulations to add this provision:

Section 3. Transactions Related to Employees

Pursuant to La. R.S. 17:3390F and while it remains in effect, the Board of Supervisors delegates to the Chair and the President the authority to approve transactions under the

provisions of the referenced statute. The Chair may delegate the authority to other persons for the approval of transactions for the duration of their term. The transactions related to the President and other authorized persons must be approved by the Chair of the Board. Delegations of authority may be revoked by the Board Chair, and in that event, the Board Chair is delegated the authority to approve transactions unless the Board resolves otherwise. It shall not be construed that any employee may approve their own reimbursements. An informational report on the approved transactions shall be submitted to the Board quarterly.



Board of Supervisors

PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 10, 2021



Board of Supervisors

Request from Louisiana State University at Alexandria to Approve a Late Submission to the FY 2021-22 Capital Outlay Budget Request

Date: April 10, 2021

1. Bylaw Citation

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

- A. Board approval of any capital outlay request or item, or approval of an operating budget, shall not be considered direct or indirect approval of any program or action, or authority to anyone to proceed in undertaking such matter, unless such matter relating to an approved capital outlay is separately and expressly approved by the Board after full compliance, review, and specific approval by the Board or President.
- B. Capital outlay prioritization must be approved by the Board or by the Executive Committee.

2. Summary of Matter

At the September 11, 2020 meeting, the Board of Supervisors approved the FY 2021-2022 Capital Outlay Budget Request for Louisiana State University in accordance with state law and established procedures.

Louisiana State University as Alexandria is requesting \$10 million of additional funding authority of the new Student Success Center building on the LSUA Campus. This facility is an approximate 30,000 square foot, two story building that includes Admissions/Recruiting, Financial Aid, Cashiering, Student Advising, First Year Experience, the Career Development Center, and various classrooms, conference rooms and computer labs. This building will be considered the "one-stop-shop" for students as they are both entering the university as new students, and subsequently exiting the university moving forward in their career path.

This project began as a 100% privately funded building through the LSUA Foundation. As available funding has reached the \$5 million mark the shift to a public 50-50 match is being requested to fully fund the building at \$10 million. The decision to move to a state match was made in February of 2021 – thus the late request.

LSUA requests the late submission of this request for budget authority for supplemental funding for the "Student Success Center" project be included in the LSU FY 2021-2022 Capital Outlay Budget Request. The building lab will be funded by \$5,000,000 from private donations. A match of \$5,000,000 in state general obligation bonds is required for project completion. The full \$5,000,000 match is being requested in FY 2021-2022 as the private match is now available.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

Not applicable.

10. Attachments

- 1. Letter of Support-Chancellor Paul Coreil
- 2. Project Summary

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to modify the project listed below:

Louisiana State University at Alexandria

Student Success Center

Existing authorization: \$0

New Funding \$10,000,000 (\$5,000,000 Private; \$5,000,000 GOB)

Total \$10,000,000



Office of the Chancellor
(318) 473-6444 • Fax: (318) 473-6480

8100 Highway 71 South
Alexandria, LA 71302-9121

March 24, 2021

Mr. Tom Galligan
Interim President
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, LA. 70808

Dear President Galligan,

Louisiana State University of Alexandria is requesting \$10 million of additional funding authority for the new Student Success Center on the LSUA Campus. This project began as a 100% privately funded project through the LSUA Foundation. As available funding has reached the \$5 million mark, the shift to a public 50-50 match is being requested to fully fund the building at \$10 million.

This facility is an approximate 30,000 square foot, two-story building that includes Admissions/Recruiting, Financial Aid, Cashiering, Student Advising, First Year Experience, the Career Development Center, and various classrooms, conference rooms and computer labs. This building will be considered the "one-stop-shop" for students as they are both entering the university as new students and subsequently exiting the university moving forward in their career path.

We are asking for this request to be placed on the April 10th Board of Supervisors agenda and it is necessary for the project to be considered for capital outlay funding in the upcoming legislative session.

Thank you for your consideration of this request and if I can provide any additional information, please let me know. I am also attaching a summary of the project for your review.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Coreil", is written over a white background.

Paul Coreil, Ph.D.
LSUA Chancellor



xc: Tony Lombardo, Associate VP, Facility & Property Oversight
Danny Mahaffey, Assistant VP, University Architect



STATE SUPPORT OF THE NEW LSUA STUDENT SUCCESS CENTER JUSTIFICATION MEMO

New Academic Recognitions (2020-2021)

- LSUA ranked as the Lowest In-State Tuition in Louisiana by University HQ
- LSUA ranked as Best Online College in Louisiana by Best Value Schools
- LSUA named Best College in Louisiana by Best Value Schools

Back-to-Back Record Enrollment

- 3,500 students in Fall 2020 (6.3% increase from Fall 2019)
- 3,335 students for Spring 2021 (11.8% increase from Spring 2020)
- Fall 2020 and Spring 2021 enrollment were all-time records, largest in school history

We are not the LSUA from 60 years ago or even 20 years ago when we went from a two-year junior college to a four-year baccalaureate degree granting university. We are a growing campus that is dedicated to meeting the workforce needs of Central Louisiana.

Existing student services are now being provided in multiple locations across campus that were established when we were a junior college and enrollment was 1,400 students. Today, our enrollment is 3,600 and growing. We anticipate having 5,000 students enrolled by the year 2025 and, at the rate we are going, may reach that goal earlier. We have significantly outgrown the facilities on campus that provide essential student services. This new Student Success Center will help us meet the needs of our students, provide for continued growth, and assure student success.

This \$10-million-dollar public/private investment in the *LSUA Student Success Center* will serve the entire university and help us continue to meet the workforce needs across Louisiana's central region, as well as providing crucial support to our students across Louisiana. The LSUA Foundation has committed \$5 million in private funds for the new center. We are requesting the state of Louisiana match these privately raised dollars and provide \$5 million in state Capital Outlay funds. It would be preferred that the total state match requirement be funded during the 2021 Legislative Session. If that is not possible, \$5 million in state funding could be made up of an \$800,000 investment in year-one (2021 Capital Outlay) which will allow LSUA to proceed through final design and development of the new building, then follow-up with the



LSUA

remaining \$4.2 million in year-two (2022 Capital Outlay) for project construction and completion.

Every student – whether on-campus or online – will use the critical services housed in this state-of-the-art, 30,000 square foot facility. This includes:

- Recruitment
- Admissions
- Financial Aid and Scholarships
- Academic Advising
- First-Year Experience
- Career Development and Resource Center
- Computer lab and classroom space

This will meet the critical workforce needs of our business community and the needs of our most important commodity – our students. These include traditional high school graduates, adult learners, and those seeking a career change due to the changing workforce needs across the region. This building will be much more than bricks and mortar; this crucial student services center will serve as a symbol of stability and beacon of quality for our entire region. Personalized support through tailored strategies will be the solid footing that will chart the student’s pathway to career success.

The percentage of the population in central Louisiana with college degrees continues to be below the state average. Additionally, poverty rates continue to be high across the region. Education is the key to economic prosperity. We have been, and will continue to be, committed to our mission to help all students reach their goals, complete their degrees, find a good job, and be set on a pathway to a rewarding career. Through this new *LSUA Student Success Center* we will further enhance the qualities that have made us successful and the university of choice in this region.

Central Louisiana is a richly connected community with an unwavering dedication to providing opportunities for all students. LSUA is committed to being a strong community partner that contributes to the economic prosperity and quality of life for all.



Board of Supervisors

Request from LSU A&M to Approve Schematic Design for the Interdisciplinary Science Building

Date: April 10, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1

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

2. Summary of Matter

LSU requests Board approval of the schematic design for the Interdisciplinary Science Building. The University Architect and the Campus Planning Oversight Committee have approved the schematic design. This project is also referred to as the “New Science Building” and may be referenced in Capital Outlay requests as such.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Not applicable.

7. Parties of Interest

Not applicable.

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

1. Schematic Design drawings

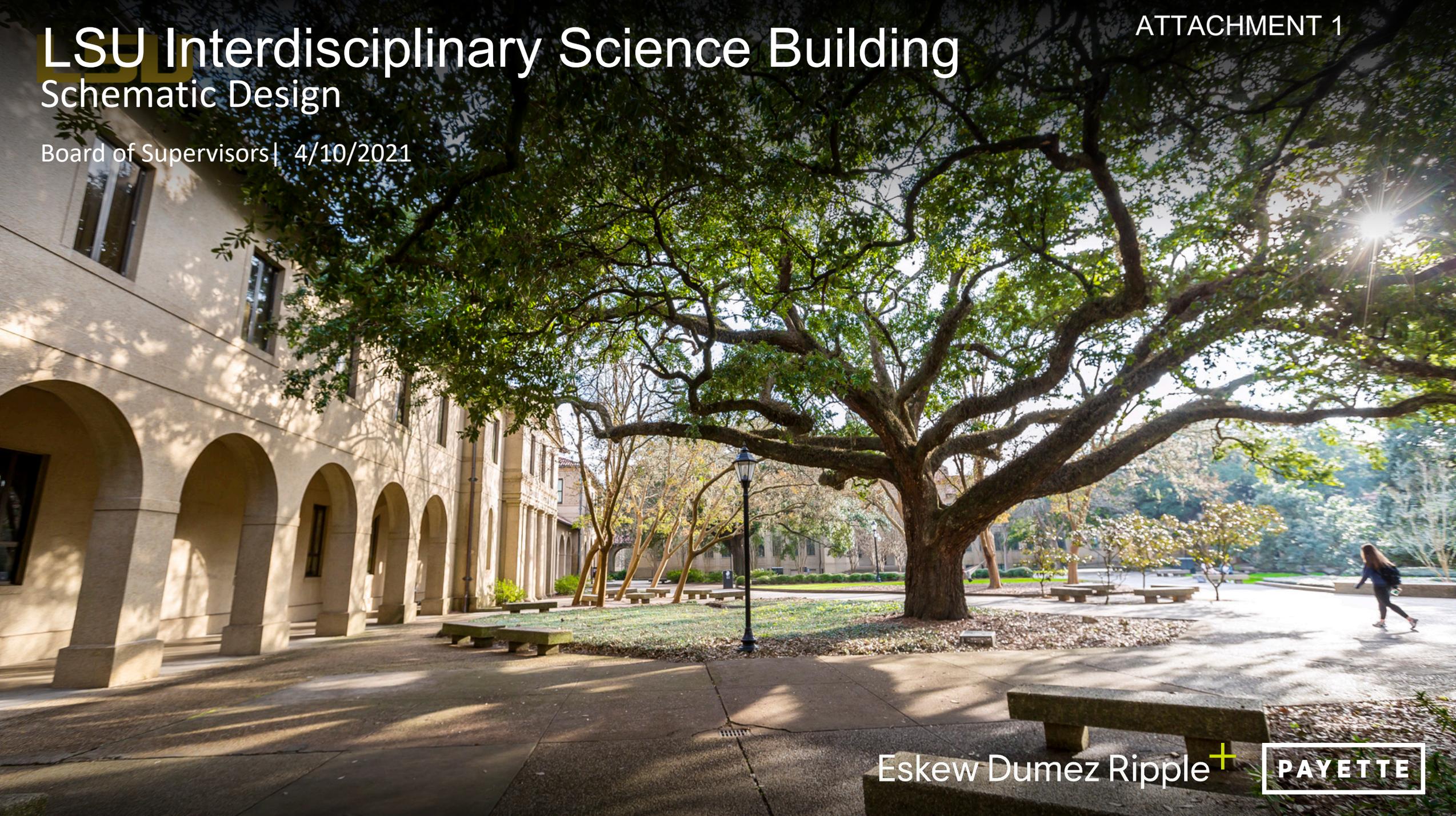
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the schematic design for the Interdisciplinary Science Building on the LSU A&M campus.

LSU Interdisciplinary Science Building Schematic Design

ATTACHMENT 1

Board of Supervisors | 4/10/2021



TOPICS

Project overview

- Program

Site

- Master Plan

Design response

- Human-scale concourses
- Connect with landscape
- Pedestrian flows
- Service vehicle flows
- Materials palette



PROJECT OVERVIEW: Interdisciplinary Sciences Building (ISB) / 'New Science'

Make the most of the crossover between all the disciplines in the LSU College of Science

- Biological Sciences
- Chemistry
- Mathematics
- Physics & Astronomy
- Geology & Geophysics

Proposed Site

- Location of current 'Dairy Science' building 280/1 (Tower & Stadium Drive)

Project size

- 148,000 sf
- 4 story + Mechanical Penthouse

Proposed construction budget

- \$70M, including \$61M for New Science

Proposed opening date

- Fall 2024



PROJECT OVERVIEW: Interdisciplinary Sciences Building (ISB) / 'New Science'

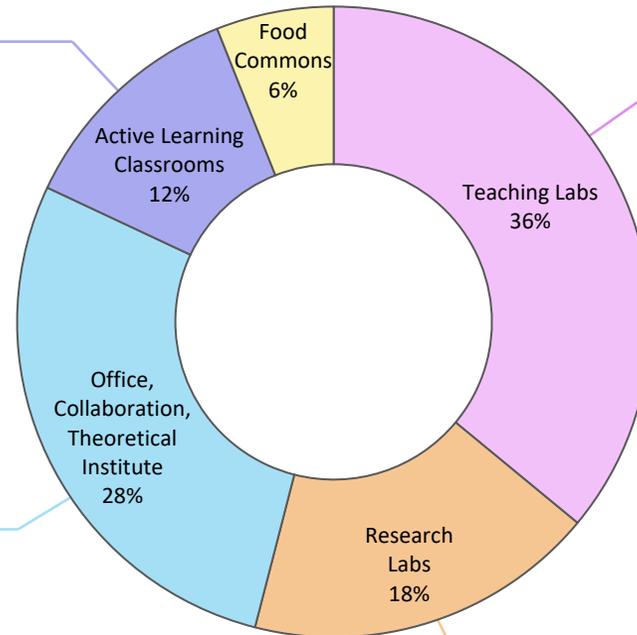
100 & 200-SEAT ACTIVE LEARNING CLASSROOMS



18 BIO & CHEM LABS: 432 STUDENTS AT A TIME



DRY RESEARCH, COLLEGE OF SCIENCE HQ



16 FACULTY, 16 POSTDOCS, 96 GRAD STUDENTS



PROJECT OVERVIEW: Interdisciplinary Sciences Building (ISB) / 'New Science'

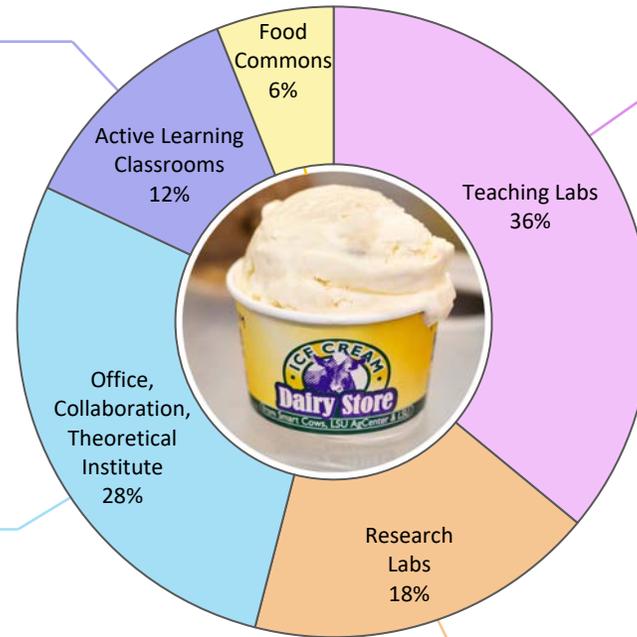
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DRY RESEARCH, COLLEGE OF SCIENCE HQ



16 FACULTY, 16 POSTDOCS, 96 GRAD STUDENTS



SITE

3 projects in 1: Renovate, Demo, New Construction

- **Renovate**
#278 – Food Science
...to receive Dairy Science program presently housed by building 280/1
- **Demo**
#280/281 - Dairy Science
- **Design & Construct**
New Interdisciplinary Science



SITE

3 projects in 1: Renovate, Demo, New Construction

- **Renovate**
#278 – Food Science
...to receive Dairy Science program presently housed by building 280/1
- **Demo**
#280/281 - Dairy Science
- **Design & Construct**
Interdisciplinary Science Building



LOUISIANA STATE UNIVERSITY

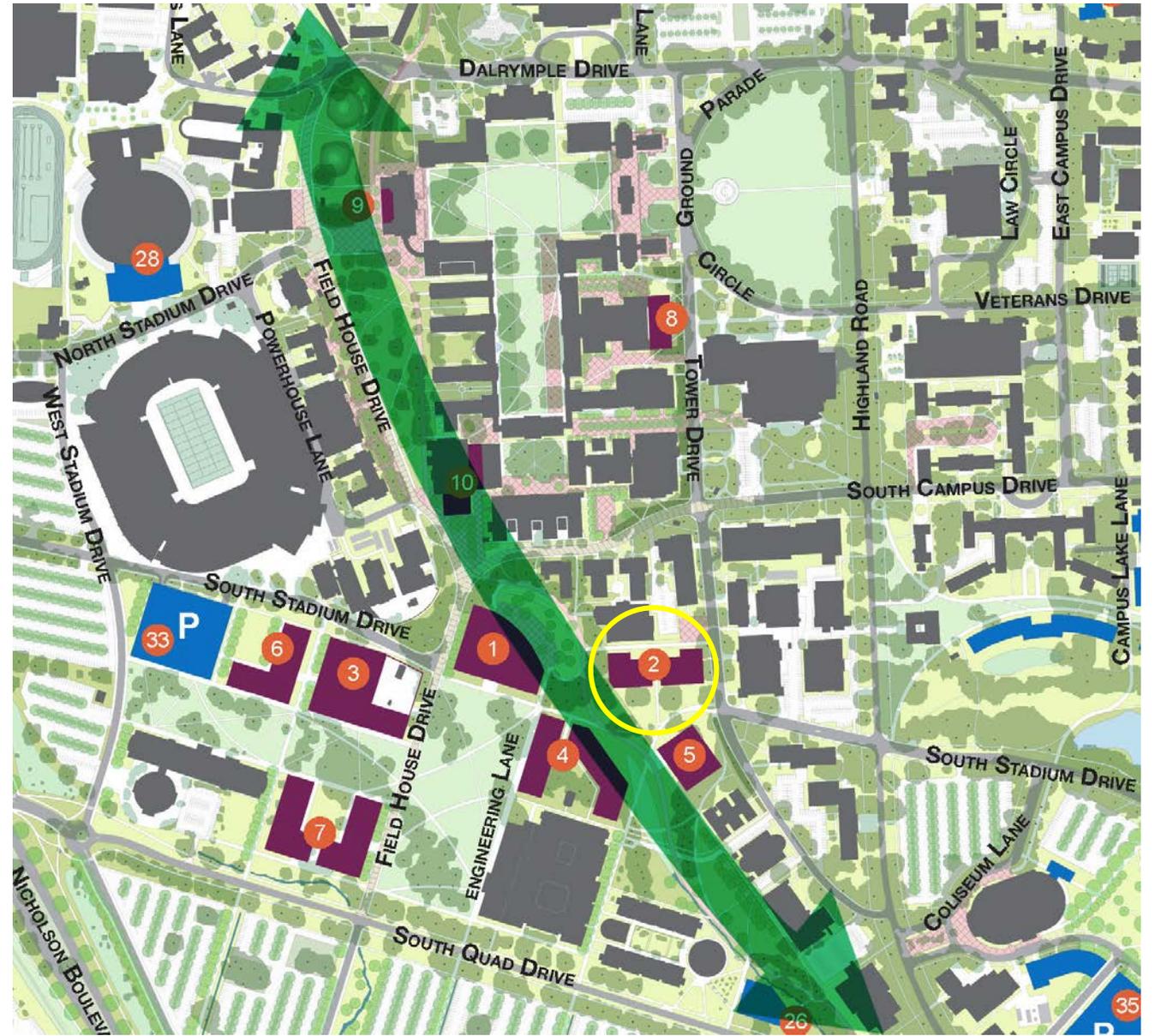
COMPREHENSIVE & STRATEGIC CAMPUS MASTER PLAN

OCTOBER 2017

LSU



ENVISIONED BY THE MASTER PLAN: ALONG FUTURE TIGER WALK ACADEMIC SPINE



TOWER DRIVE



Looking North

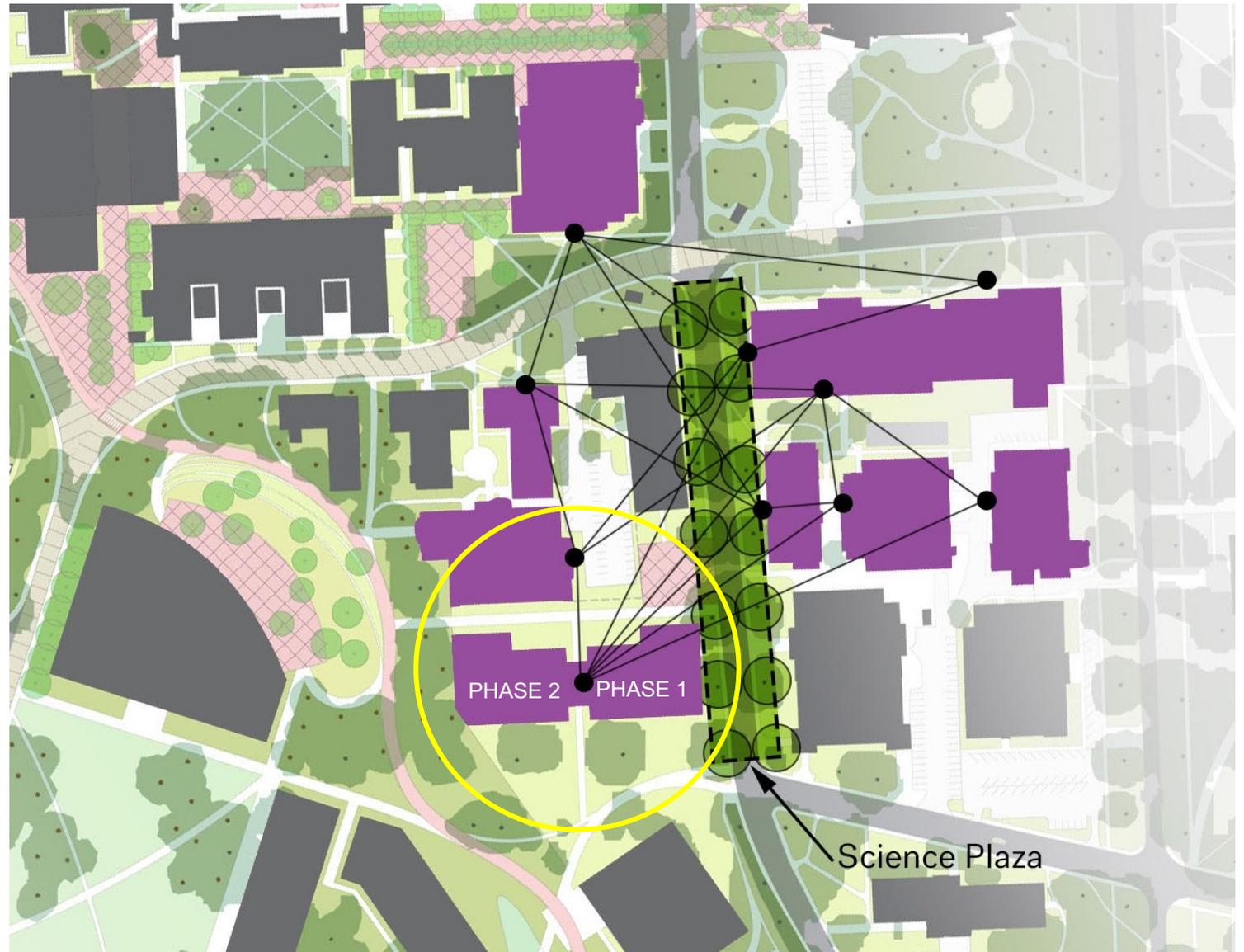


Looking South

TOWER DRIVE: 'SCIENCE PLAZA'



PDC Design Concept



VIEWS TO THE SITE



Looking North from Patrick Taylor Hall



Looking North approaching Stadium Drive

IMMEDIATE ARCHITECTURAL CONTEXT



Chemistry and Materials Building



Animal and Food Science Lab



Williams Hall



Choppin Hall



Life Sciences Annex



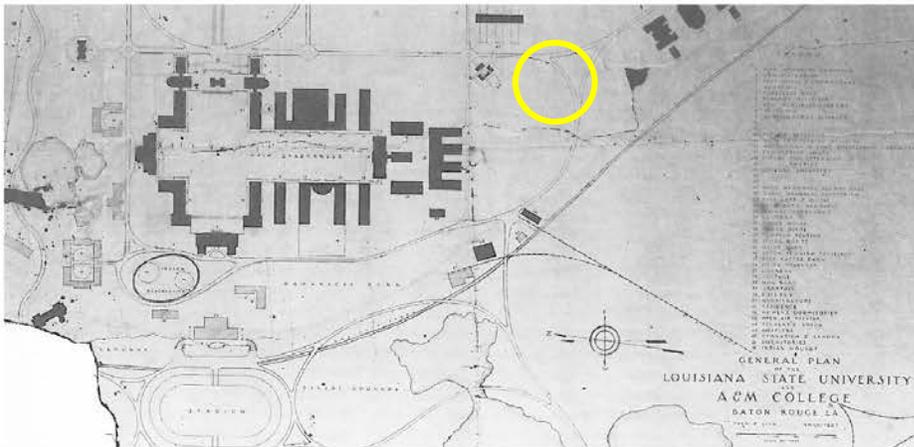
Tureaud Hall

DESIGN GUIDELINES

LENS 3: PROXIMITY TO THE CORE

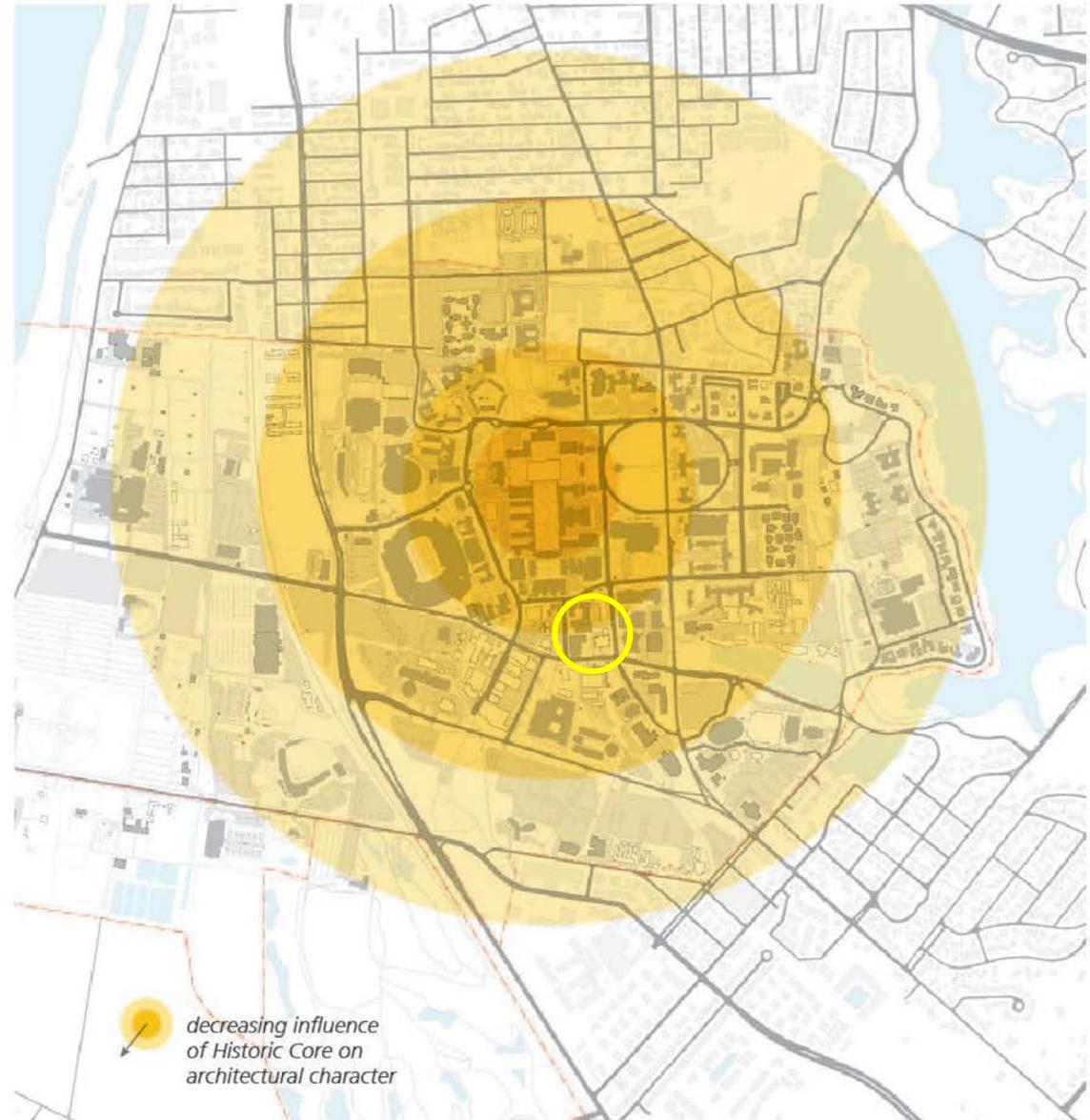
INFLUENCE OF THE HISTORIC CORE ON NEW ARCHITECTURE

The architectural character of the campus has been shaped by the development of the historic academic core in the first three decades of the 20th century. Arguably, the “influence” of this architectural character and formal organizational logic diminishes with physical distance from the core. The focus of future development in the South Academic District affords the opportunity to develop a coherent architectural character reflecting 21st century academic vision, in much the same way that the historic core reflected 20th century academic vision.

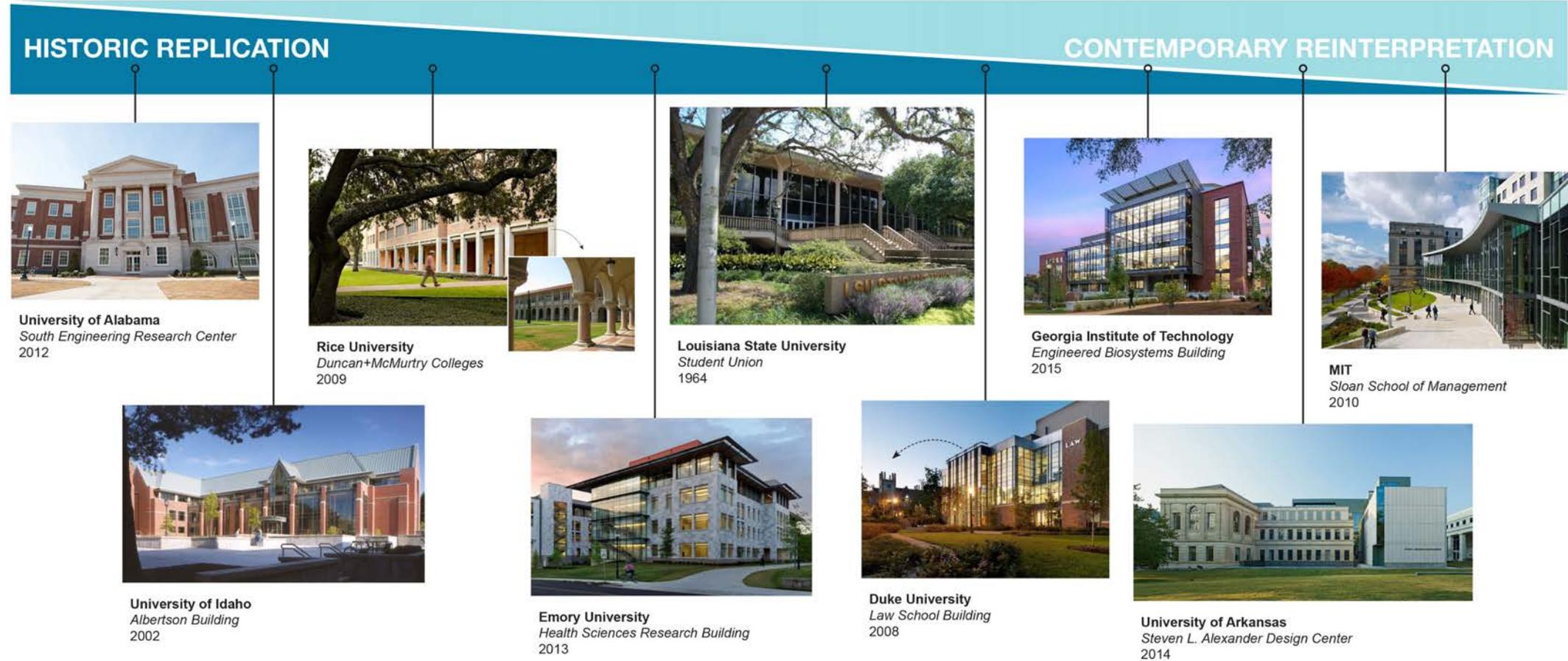


"Link's plan was one in which the role of buildings as carriers of meaning was strengthened, even displacing the perception of patterns in the landscape."

- J. Michael Desmond, *The Architecture of LSU*



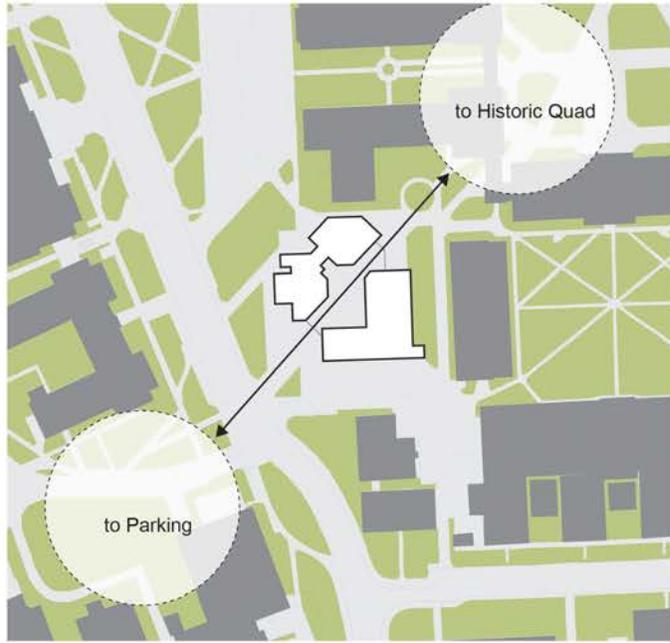
RANGE OF CONTEXTUAL RESPONSE



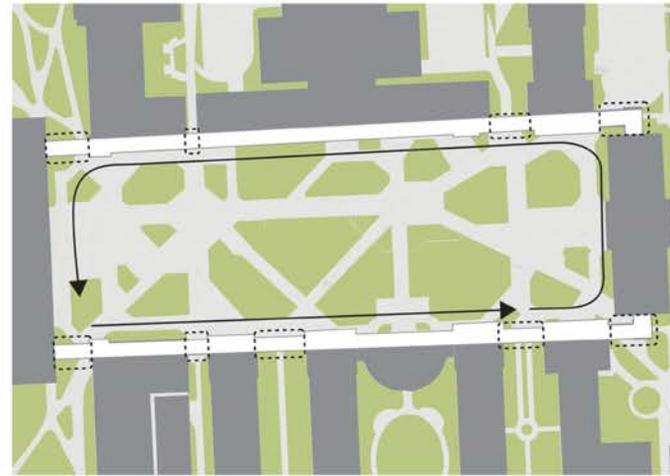
Universities across the country respond to their historic legacy in a wide spectrum of contextual responses. While some institutions insist on blind replication of their historic character regardless of program or scale, others argue that literal imitation **trivializes the historic architecture rather than honoring it**. Many institutions strive for a balanced approach, one which is sensitive to the historic fabric of the campus, while simultaneously reflecting a future-forward, 21st century vision of academic experience.

LSU advocates a balanced contextual approach, weighted toward the contemporary. It's goal is the creation of architecture which is sensitive to historic context, yet "of its time" in reflecting contemporary program, technology, and pedagogy.

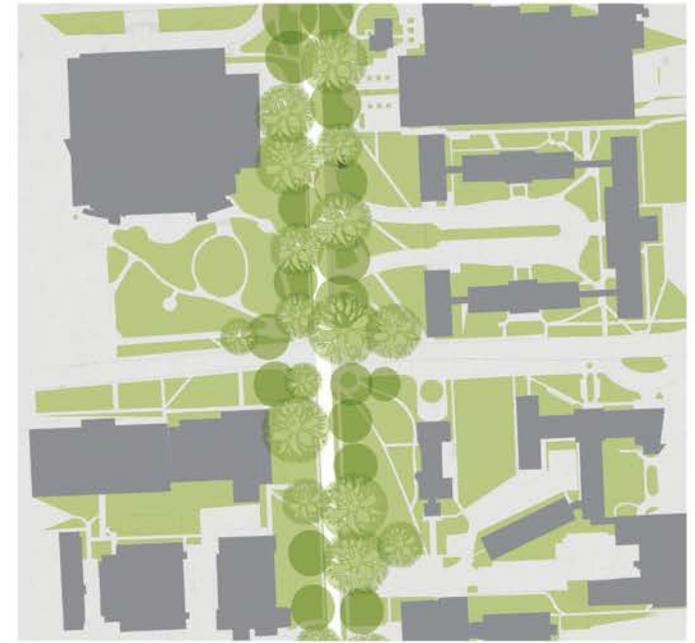
This approach manifests itself in the 1964 Student Union Building, a beautifully contextual design which eschews the replication of historic elements of the original campus. It is important to note that this timeless architectural design would not have been possible, had there been prescriptive design standards dictating historic replication.



The diagonal linkage within the art and design building connects between major destinations, offers protection from the weather, brings activity to the building interior, and increases interaction between students of different disciplines.



The arched Arcades around the Historic Quad allow pedestrians to walk from one end of the quad to the other in protected, human scale, outdoor space.



Tree-lined Highland road provides several blocks of sidewalk that are protected from the sun, provides human scale, and softens the noise of the busy street.

COLONNADES: Building to one side, landscape to the other

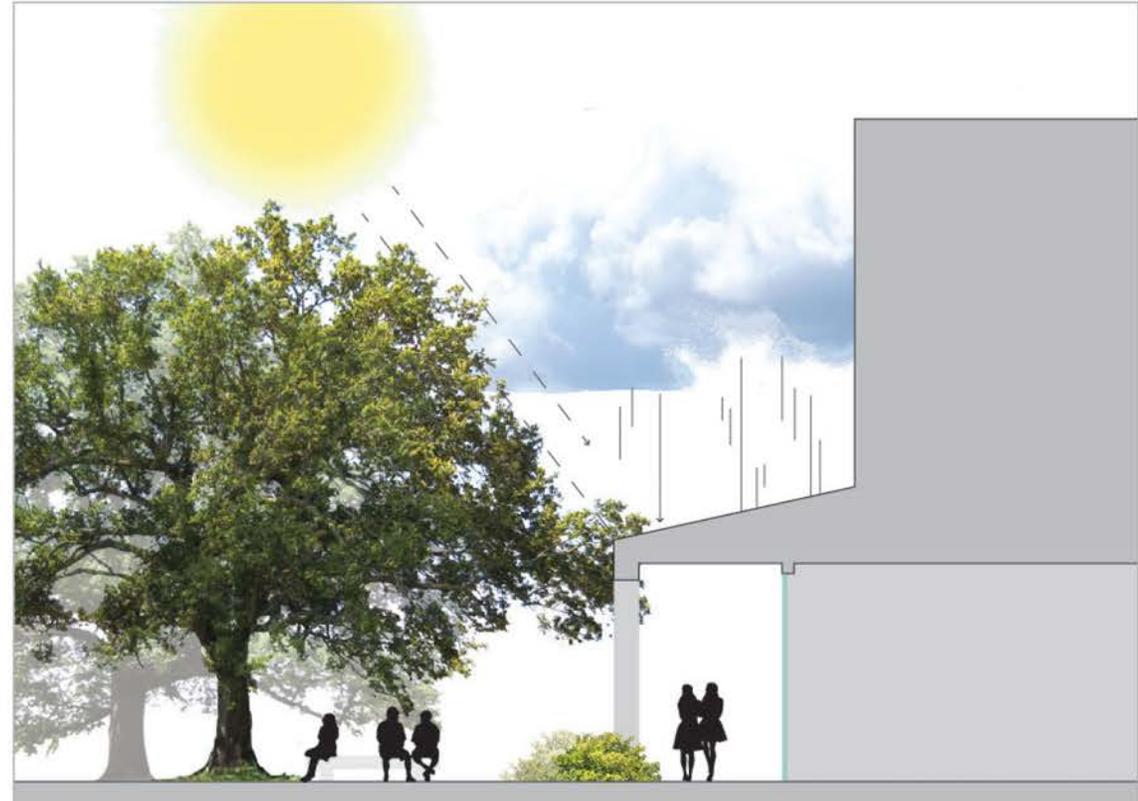


DESIGN GUIDELINES

PRINCIPLE 2: LINKAGES

Thoughtfully considered, human-scale connections that respond to the heavy rainfall and intense sun of the deep South are **fundamental to LSU's success as a walking campus**. A new construction project can employ many types of linkages to integrate into the campus context, such as arcades, landscapes, and interior building thoroughfares. Linkages that are most effective provide clear wayfinding and direction to campus destinations, mediate architectural changes between buildings, protect openings and entrances, and create engaging experiences. Linkages must allow people of **all physical abilities** and familiarities with the campus to move comfortably and safely; providing seating, lighting, and universal accessibility. Arcades have historically provided linkages between buildings at LSU and, when used in new projects, their design should adapt to contemporary design goals and programmatic challenges while maintaining their historic function. Landscape is an integral part of a linkage, both historic and new, with the benefit of expanding past a project boundary to knit together the campus environment.

The nature of linkages is that they are most functional when they **work within the full campus framework**. Linkages should integrate into the campus circulation network and designers should consider not only the accessibility, safety, and comfort of the linkages within their project, but how they connect with areas around them.



Successful linkages provide safe, comfortable, human-scale pathways connected to the landscape and campus circulation network.

DISTRICT
CONSIDERATIONS

LEARN

SOUTH
CORE

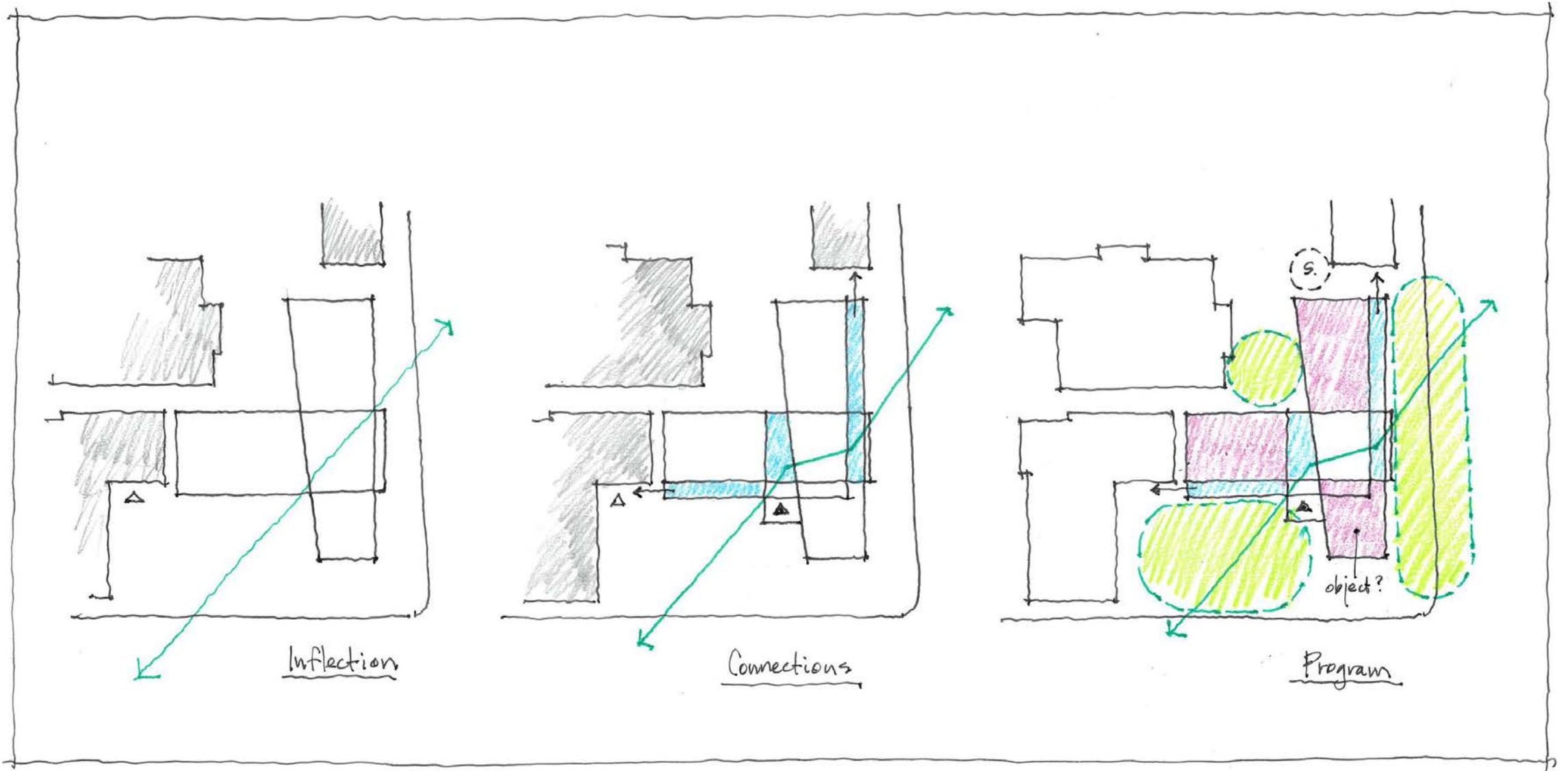
- The Academic Core provides a beautiful case study of a range of successful linkages.
- Emphasize North - South linkages as the South Academic District is a major connector of southern parking lots to rest of campus, lowland to highland, and new quad to old quad.
- Linkages along the new quad should create boundaries and thresholds where there are no buildings to define this quad along every edge.
- Design covered circulation along building facades that border the new quad so that, as the quad develops, people can walk all the way around under covered space like in the Historic Quad.
- Orient building entrances along the new quad to connect axially across the quad with other buildings
- Use linkages, especially arcades, to repair the fragmented existing development and connect buildings with their context.

PLAY

LIVE

- Incorporate stormwater infrastructure in linkages, especially those bordering the Student Spine.
- Celebrate Corporation Canal in linkages that bridge it between rec center and residences.
- Provide safe, attractive pedestrian routes between off-site parking and residence halls.
- Prioritize seating to serve those using multi-modal transit along the Nicholson Spine.
- Provide bike infrastructure along the West Community Spine cycle route.
- Create pedestrian connections between parking, tailgating areas, and the rest of campus.
- Prioritize bicycle safety over traffic efficiency and separate bike lanes from traffic with landscape, grade change, and/or parking lanes when possible.

SITE RESPONSE CONCEPT



LANDSCAPE / BUILDING INTEGRATION

SOCIAL PORCH

PLACE FOR GATHERING UNDER SHADE OF THE TREES, ADJACENT TO FOOD SERVICE; POTENTIAL OUTDOOR LUNCH SEATING

NORTH COURTYARD

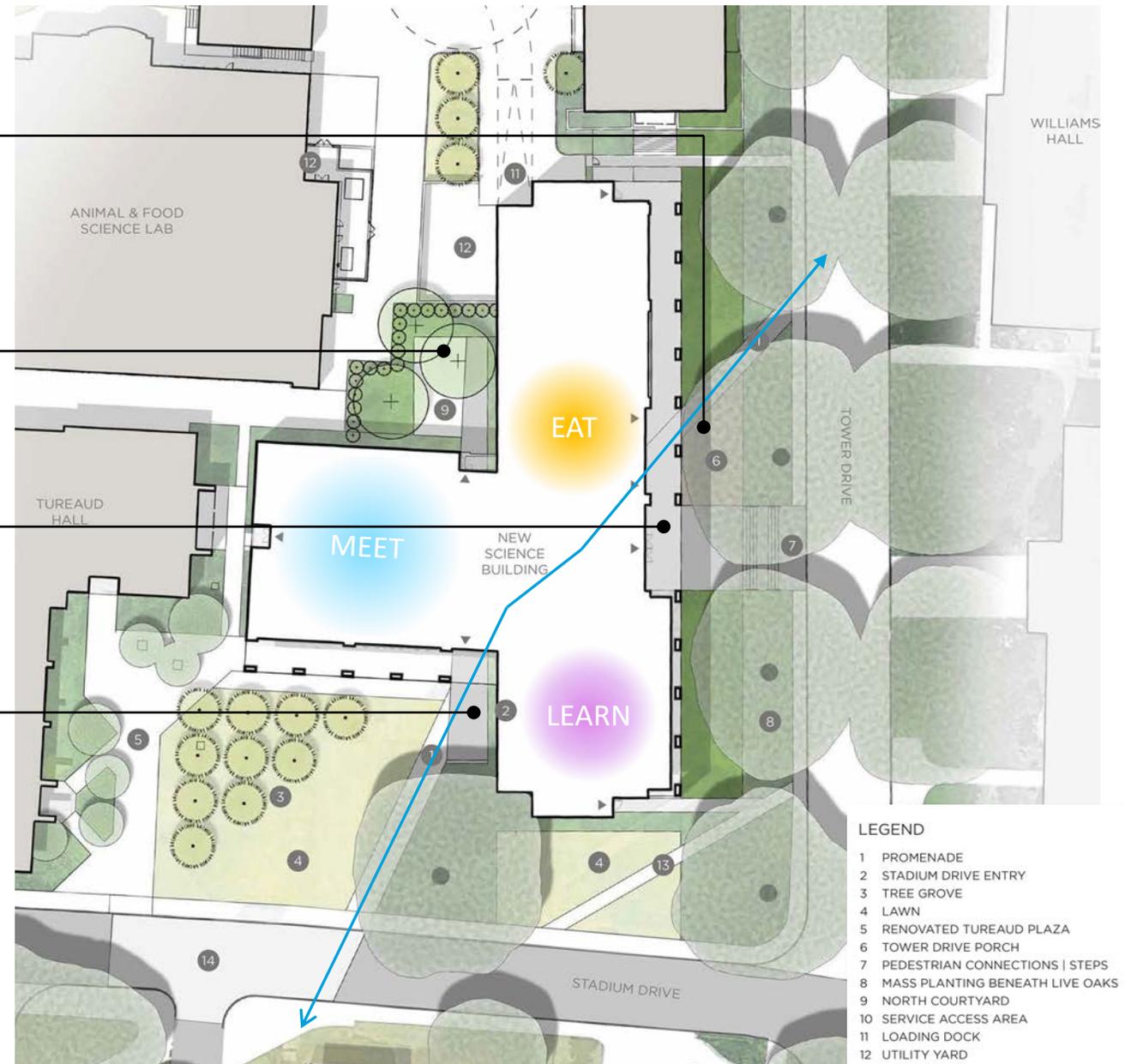
QUIET, SMALL-SCALE GATHERING PLACE, SUITABLE FOR DONOR EVENTS OR SMALL OUTDOOR CLASS GATHERINGS

MAIN ENTRY FROM TOWER DR. / SCIENCE PLAZA

CENTRAL TO BUILDING MASS, WITH ENOUGH ELEVATION CHANGE TO CREATE A SENSE OF ASCENSION

ARRIVAL COURT

SIMILAR TO PARTS OF THE SOUTH CAMPUS, SET BACK FROM THE STREET TO CREATE A FOREGROUND AND MIDDLE-GROUND THAT COMPLEMENTS THE MATURE LIVE OAKS AND THE BUILDING



LEGEND

- 1 PROMENADE
- 2 STADIUM DRIVE ENTRY
- 3 TREE GROVE
- 4 LAWN
- 5 RENOVATED TUREAUD PLAZA
- 6 TOWER DRIVE PORCH
- 7 PEDESTRIAN CONNECTIONS | STEPS
- 8 MASS PLANTING BENEATH LIVE OAKS
- 9 NORTH COURTYARD
- 10 SERVICE ACCESS AREA
- 11 LOADING DOCK
- 12 UTILITY YARD
- 13 SECONDARY PATHWAY
- 14 CROSSING PLAZA

PEDESTRIAN MOVEMENT, & VIEW ALIGNMENTS





LEVEL 1



TURN-TO-TEAM SCIENCE LECTURE AUDITORIUM

SPACE TYPE LEGEND

- BIOL LAB
- BIOL SUPPORT
- CIRC. - DEAN'S SUITE
- CHEM LAB
- CHEM SUPPORT
- COMMONS
- COLLABORATION
- OFFICE
- CONFERENCE
- BUILDING SUPPORT
- MECHANICAL
- CIRCULATION
- VERTICAL CIRC.



LEVEL 2

SPACE TYPE LEGEND

- BIOL LAB
- BIOL SUPPORT
- CHEM LAB
- CHEM SUPPORT
- COMMONS
- COLLABORATION
- OFFICE
- CONFERENCE
- CLASSROOM
- BUILDING SUPPORT
- MECHANICAL
- CIRCULATION
- VERTICAL CIRC.



LEVEL 3

SPACE TYPE LEGEND

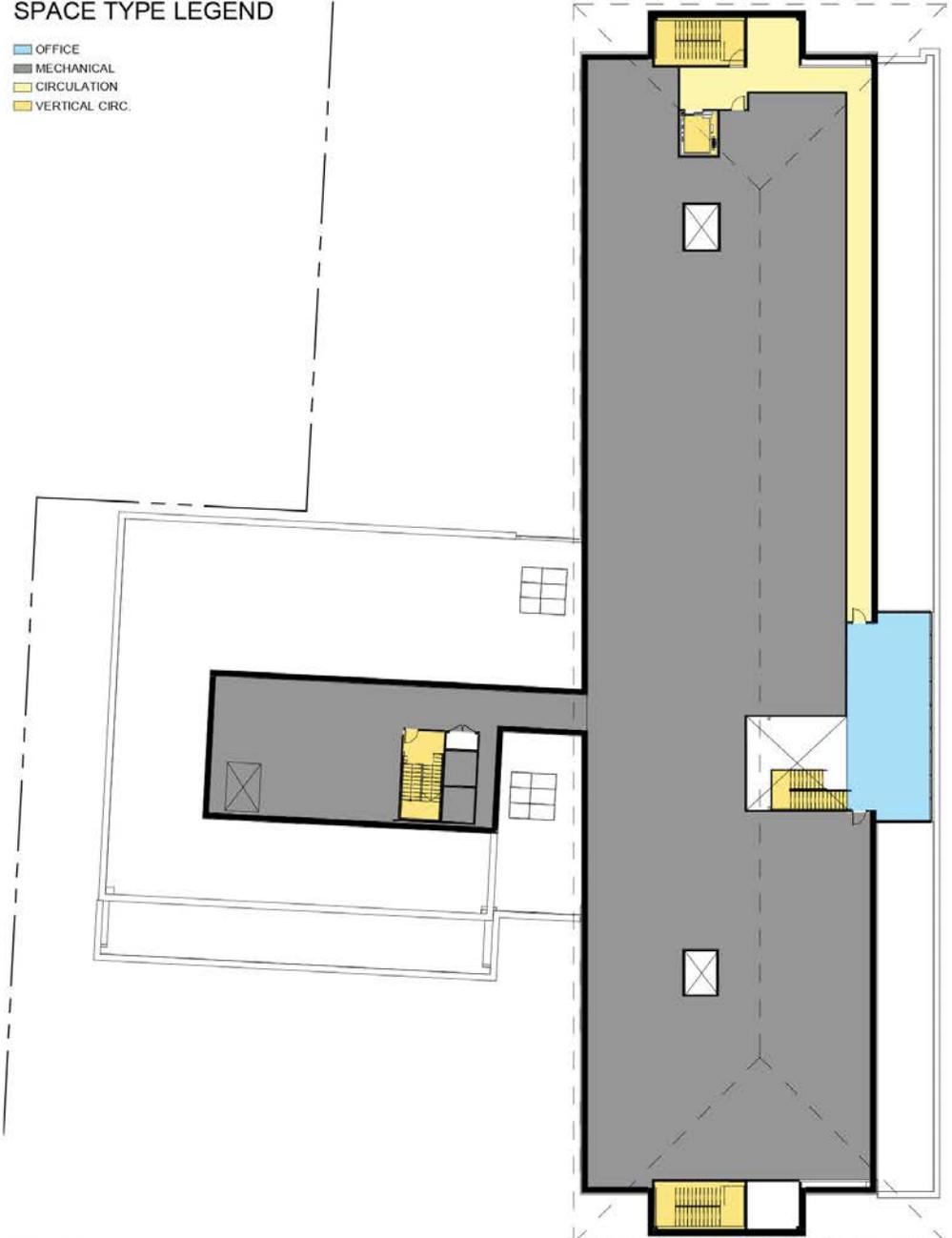
- CORE LAB
- LAB - SUPPORT
- LAB - OPEN
- LAB - WRITE UP
- COLLABORATION
- OFFICE
- CONFERENCE
- BUILDING SUPPORT
- MECHANICAL
- CIRCULATION
- VERTICAL CIRC.



LEVEL 4

SPACE TYPE LEGEND

- OFFICE
- MECHANICAL
- CIRCULATION
- VERTICAL CIRC.



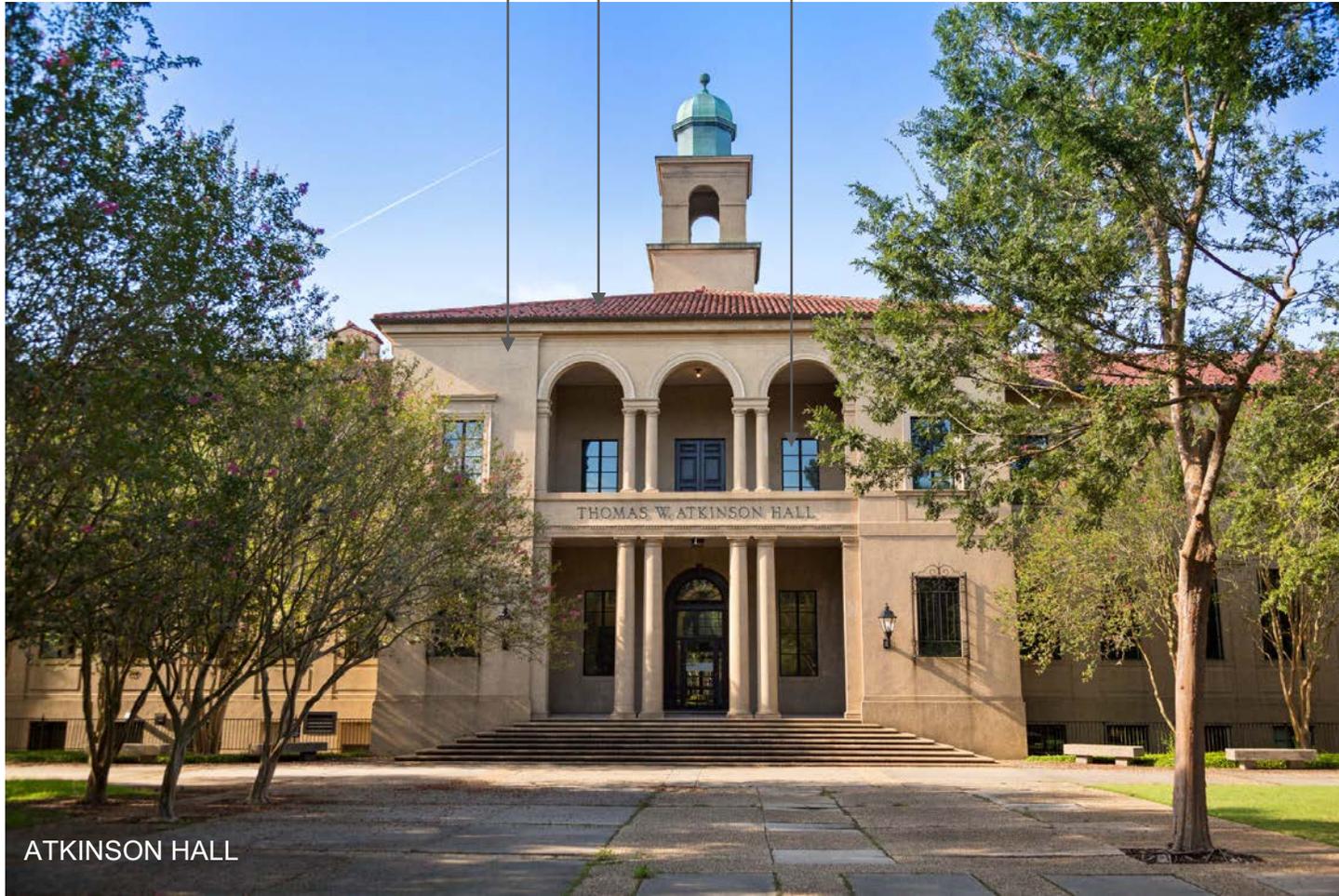
LEVEL 5

COLOR AND MATERIAL PALETTE

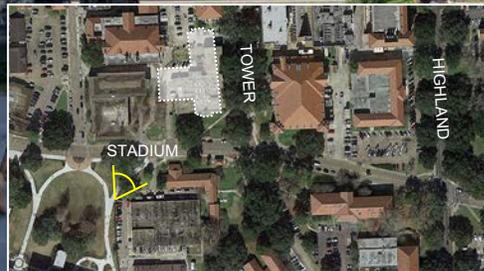
STUCCO / PRECAST

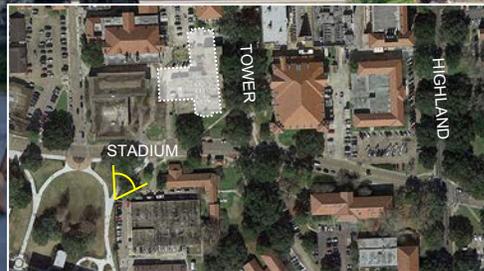
TERRA COTTA

GLASS









PHASE 2

PHASE 1



LSU INTERDISCIPLINARY SCIENCE BUILDING



Board of Supervisors

Request from LSU Agricultural Center to Approve a Revision to a Prior Authorization to Enter into a Cooperative Agreement and Lease with the Louisiana Dept. of Agriculture and Forestry

Date: April 10, 2020

1. Bylaw Citation

Pursuant to Article VII, Section 1

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

2. Summary of Matter

Upon transfer of the Agricultural Chemistry Laboratory Building to LSU effective April 30, 2015, a Cooperative Endeavor Agreement (CEA) was also executed in fulfillment of the requirements and terms and conditions of that certain Cooperative Endeavor Agreement (Article V, paragraph 5.2 "Occupancy After Conveyance") entered into the 30th day of April 1990 by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the Louisiana Department of Agriculture and Forestry, and the Louisiana Agricultural Finance Authority. After operating for 6 years under the 2015 CEA LSU and LDAF are in mutual agreement that changes are required. Continued collaboration and joint operation of the Agricultural Chemistry Department through this CEA is in the best interest of the University, LDAF and the public of the state of Louisiana.

The Agricultural Chemistry Department is responsible for the regulatory sampling and analysis of feeds, fertilizers, agricultural liming, pesticides, poultry and meat testing and programs of practical research in the fields of analytical chemistry, feeds, fertilizers and pesticides as related to the work of the State Chemist together with related support activities.

LSU AgCenter now requests that the Interim President be authorized to additionally enter into such other agreements and documents as are necessary to effectuate said CEA Agreement.

3. Review of Business Plan

The operational plan remains basically the same from previous CEA. The major revisions include better defining the cost sharing model and updating dollar amounts and caps to reflect current costs.

4. Fiscal Impact

No major change in fiscal impact. The joint operation of the Agricultural Chemistry Department between LSU and LDAF/LAFA is a proven partnership that has existed for over 30 years.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

Draft Cooperative Endeavor Agreement

Exhibit Documents:

- A. University Resolution
- B. Map showing location of Agricultural Chemistry Building
- C. Space allocation within building
- D. LDAF owned equipment list

7. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU AgCenter and the Louisiana Dept. of Agriculture and Forestry.

8. Related Transactions

1990 CEA
2015 Act of Transfer
2015 CEA

9. Conflicts of Interest

None.

10. Attachments

- I. Letter from Vice President Richardson
- II. Draft CEA and Exhibits

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 of Louisiana State University, or designee, to execute amendments to the Cooperative Endeavor Agreement with the Louisiana Department of Agriculture and Forestry.



April 1, 2021

Office of Vice President for Agriculture

101 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-4161
FAX: (225) 578-4143

Accounting Services
103 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-4648
FAX: (225) 578-0735

Ag Leadership
106 Knapp Hall
Baton Rouge, LA 70803-0106
(225) 578-3659
FAX: (225) 578-5805

Communications
128 Knapp Hall
Baton Rouge, LA 70803-0106
(225) 578-2263
FAX: (225) 578-4524

Development and
Corporate Relations
102 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-7360
FAX: (225) 578-4143

Facilities Planning
210 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-8731
FAX: (225) 578-7351

Global Network
South Stadium Road
160 C Hatcher Hall
LSU Box 16090
Baton Rouge, LA 70803-0106
(225) 578-6963
FAX: (225) 578-6775

Governmental Relations
101 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-4967
FAX: (225) 578-4143

Human Resource Management
103 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-2258
FAX: (225) 578-8284

Information Technology
Baton Rouge, LA 70803-0106
FAX: (225) 578-3629

Sponsored Programs and
Intellectual Property
104 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106
(225) 578-6030
FAX: (225) 578-6032

Dr. Thomas C. Galligan, Jr., LSU President and Chancellor
LSU System
3810 West Lakeshore Drive
Baton Rouge, LA 70808

RE: **Significant Board Matter**
CEA – LSU and LDAF/LAFA
Agricultural Chemistry Laboratory Building
East Baton Rouge Parish
Baton Rouge, Louisiana

Upon transfer of the Agricultural Chemistry Laboratory Building to LSU effective April 30, 2015, a Cooperative Endeavor Agreement (CEA) was also executed in fulfillment of the requirements and terms and conditions of that certain Cooperative Endeavor Agreement entered into the 30th day of April 1990 by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the Louisiana Department of Agriculture and Forestry, and the Louisiana Agricultural Finance Authority. After operating for 6 years under the 2015 CEA LSU and LDAF are in mutual agreement that changes are required. Continued collaboration and joint operation of the Agricultural Chemistry Department through this CEA is in the best interest of the University, LDAF/LAFA and the public of the state of Louisiana.

The LSU AgCenter requests that the Board of Supervisors approve this request. The LSU AgCenter is further requesting the Board of Supervisors to authorize and empower the President to sign the final CEA.

As this project is in support of the AgCenter and its mission by complying with the 1990 CEA, we enclose herewith our request for approval and ask that it be placed on the agenda of the Board of Supervisors April 10th 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 1 of the Bylaws of the Board of Supervisors. I agree to cooperate in any issues related to this matter. Please let me know if any additional information is needed.

Sincerely,

William B. Richardson
Vice President for Agriculture and
Dean of College of Agriculture

WBR:djf

Attachments

xc: Dr. Michael Salassi
Mr. Hampton Grunewald
Mr. Dale G Frederick
Mr. Patrick Martin

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) entered into effective May 1, 2021 (herein “Effective Date”) for the purposes and on the terms stated herein, is made by and among:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (the “Board”), a public constitutional corporation organized and existing under the Constitution of the State of Louisiana of 1974 (“Louisiana Constitution”), herein represented by Thomas C. Galligan, Jr., President of Louisiana State University, duly authorized by a resolution of the Board, a copy of which is attached hereto as Exhibit A and made a part hereof, with a principal office located at and a mailing address of Office of the President, Louisiana State University, 3810 W. Lakeshore Drive, Room 107, Baton Rouge, Louisiana, 70808, herein appearing for the benefit of the Louisiana State University Agricultural Center (herein “University”); and

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (“LDAF”), a public body and a department of the Executive Branch of the State of Louisiana, created by La. R.S. 3:2 and La. R.S. 36:621 in accordance with Article IV, Section 10 of the Louisiana Constitution, herein represented by Mike Strain DVM, Commissioner of Agriculture and Forestry, duly authorized under the laws of the State of Louisiana. LDAF’s principal office and mailing address is located at 5825 Florida Boulevard, Suite 2000, Baton Rouge, Louisiana 70806; and

ARTICLE I. – AUTHORITY

- A. Article VII, Section 14(C) of the Louisiana Constitution provides that “[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.”
- B. Pursuant to La. R.S. 17:3351A(16), and in accordance with Article VIII, Section 7 of the Louisiana Constitution, the Board is authorized to “enter into contracts and agreements with other public agencies with respect to cooperative enterprises and undertakings relating to or associated with college or university purposes and programs, in accordance with applicable laws.”
- C. LDAF is responsible under La. R.S. 36:621 for performing the function of the Commissioner of Agriculture and Forestry who, pursuant to Article IV, Section 10 of the Louisiana Constitution and La. R.S. 3:2, “exercises all functions of the state relating to the promotion, protection, and advancement of agriculture and forestry, except for research and education functions expressly allocated” to other state agencies, and for performing other duties imposed on the Commissioner.

ARTICLE II. – OBJECTIVE AND PURPOSE

- A. Objective: The objective of this Agreement is to house the feed, fertilizer, agricultural liming, pesticide, poultry, and meat testing laboratories, administrative offices, and related support facilities, and to support the programs of practical research in the fields of analytical chemistry, feeds, forestry, fertilizer, pesticides, poultry and meat testing as related to the work of the State Chemist, for the benefit of the University, LDAF, and the public of the state of Louisiana.
- B. Purpose: The purpose of this Agreement is to provide for the cooperation of the signatory parties to realize the utilization and maintenance of the Agricultural Chemistry Laboratory on the Agricultural Center campus of Louisiana State University at Baton Rouge, Louisiana in order to achieve the above stated objective and to outline the responsibilities of the parties relative thereto.

ARTICLE III. – DEFINITIONS

The terms used in this Agreement shall, for all purposes of this Agreement, have the meaning specified below:

“Agreement” means this Cooperative Endeavor Agreement in its entirety.

“Agricultural Chemistry Department” means the joint collaborative effort between University and LDAF to achieve the objective and purpose set forth in Article II hereof.

“Agricultural Chemistry Department Space” means that area in the Building provided to LDAF pursuant to this Agreement and used to support the Agricultural Chemistry Department.

“Agricultural Chemistry Laboratory” or “Building” means the building constructed at the Agricultural Center campus at Baton Rouge, Louisiana, to house the feed, fertilizer, agricultural liming, pesticide, poultry, and meat testing laboratories, and administrative offices, with a mailing address of Agricultural Chemistry, Room 102, Agricultural Chemistry Building, 110 LSU Union Square, Baton Rouge, Louisiana 70803-0001 and reflected on Exhibit B.

“Board” means Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

“Effective Date” means May 1, 2021.

“Janitorial Services” shall mean the daily cleaning of all rooms in the building.

“LDAF” means the Louisiana Department of Agriculture and Forestry.

“Maintenance Agreement(s)” means one or more agreements procured by University or Board for the maintenance of the HVAC system in the Building and for the maintenance of the laboratory hood systems located in the Agricultural Chemistry Department Space.

“Major Repair Reserve Fund” means the account established by the University to fund the cost of major maintenance repairs and capital repairs and replacements.

“Office of Risk Management” means the Louisiana state agency which provides insurance for certain Louisiana state entities.

“State Chemist” means the position created and defined by La. R.S. 3:1(4).

“University” means Louisiana State University Agricultural Center.

“Utility Charges” means costs associated with electricity, domestic water, gas, and sewer.

ARTICLE IV. – RIGHT OF USE OF PREMISES

A. Premises and Common Areas:

1. Premises: The Board hereby grants to LDAF, for the consideration and pursuant to the terms set forth herein, the right to use those portions of the Agricultural Chemistry Laboratory reflected on Exhibit C hereto (herein the “Agricultural Chemistry Department Space”), to be used by LDAF for the benefit of LDAF and LSU, and for the objective and purpose set forth in Article II hereof.
2. Common Areas: In addition, those areas reflected on Exhibit C hereto designated as “Common Areas” shall be available for the common and joint use of both LDAF and University.

B. Term: The terms of this Agreement shall be for one initial period of five (5) years, commencing on the Effective Date of this Agreement, with an automatic renewal of one additional five (5) year period. Prior to the renewal, the parties agree to review the payment terms and amend the document to reflect any changes.

C. Consideration: LDAF shall annually pay to University fifty percent (50%) of the actual cost of the Maintenance Agreement(s) to University or Board for janitorial services and utility charges, not to exceed an annual payment of \$130,000 per year for each of the first three years of this Agreement. In each of years four and five, said maximum amount to be paid by LDAF shall increase by ten percent (10%) per year, not to exceed a payment of \$143,000 by LDAF to University or Board in year five of this Agreement. This amount shall be paid on a quarterly basis in advance on the first day of May, August, November and February of each year during the term of this Agreement, each such payment to be in the amount of one-quarter (1/4) of the annual amount. These amounts do not include payments that will be due in the event of a catastrophic failure of the aged cooling system which currently services the building. In the event of failure, the parties will agree to share the cost of using the chilled water system provided by LSU Facility Services in addition to the amounts stated above. University and LDAF shall each be responsible for providing fifty percent (50%) of this additional amount. All amounts shall be paid to University at the following address:

LSU AgCenter Facilities Planning

Director
210 J. Norman Efferson Hall
Baton Rouge, LA 70803-0106

- D. Use: The Premises will be used as provided in Article V of this Agreement.
- E. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE V. – BUILDING USE AND MAINTENANCE

- A. For the term of this Agreement, the University, LDAF and LAFA agree as follows:
 - 1. Use of Agricultural Chemistry Department Space: The Agricultural Chemistry Department Space shall be used for (a) regulatory sampling and analysis of feeds, fertilizers, agricultural liming materials, pesticides, poultry and meats, marijuana materials and products, hemp materials and other analytical testing, as required by law or the Commissioner of Agriculture and Forestry; (b) programs of practical research in the fields of analytical chemistry, feeds, forestry, fertilizers, pesticides, poultry and meat testing as related to the work of the State Chemist, together with related support activities; and (c) as otherwise agreed to in writing and signed by authorized representatives of LDAF and University.
 - 2. Obligations of the University: At all times during the term of this Agreement, at its expense, the University shall maintain the Building, keeping the Building in good working order, and shall maintain, repair, and replace the Building's subflooring, slabs and foundations, structural framing, roof, gutters and downspouts, heating cooling, gas, electrical and mechanical systems, sidewalk and parking areas, exterior walls and window framing, entrance doors, plumbing and sewer systems, alarm and sprinkler systems, ventilating systems, floor surfacings, equipment (except as provided for in Article VI of this Agreement) facilities and fixtures. University shall make such repairs and maintenance in a prompt and reasonable fashion.

At all times during the term of this Agreement, at its expense, the University shall keep the entire non-structural portion of the Building in good repair and maintenance including routine preventive maintenance, filter change, oiling of motors, changing of belts in general, visual inspection of the heating, ventilation and air conditioning systems and preventive maintenance of the plumbing and sewer system, the exterior lights, the parking area, the sidewalks and exterior signage.

Notwithstanding anything to the contrary set forth herein, LDAF and University agree that University, in the event of any item of major maintenance or capital repair or replacement which is expected to cost more than \$5,000, may first utilize the funds in the Major Repair Reserve Fund described in subparagraph B below to

pay the expenses of any major maintenance or capital repair or replacement until the funds in the Major Repair Reserve Fund are exhausted. Furthermore, if in any year of this Agreement, the funds in the Major Repair Reserve Fund are exhausted and University is required to expend other University funds to make such major maintenance or capital repair or replacement, University shall be reimbursed for such expenditure over and above the amount in the Major Repair Reserve Fund out of future balances in the Major Repair Reserve Fund until the University has been reimbursed in full.

3. Utility Charges: The University shall pay for all water fees, sewage, fuels, electricity, steam, and gas used in or at the Building for any purpose.
 4. Repair, Replacement and Alteration to Agricultural Chemistry Department Space: Neither University nor LDAF shall make or allow to be made any alterations, replacements or remodeling in and/or to the Agricultural Chemistry Department Space without first obtaining the written consent of the other, which consent shall not be unreasonably withheld. The cost thereof shall be paid by the party seeking to make the alterations, replacement or remodeling.
 5. Assignment or Subletting by LDAF: LDAF shall not assign or grant to a third party the right to use all or any portion of the Agricultural Chemistry Department Space, or house in the Agricultural Chemistry Department space any other person or entity unrelated to the work of the Agricultural Chemistry Department, without first obtaining the written consent of University, which consent shall not be unreasonably withheld.
 6. Assignment or Leasing by Board: In the event that Board assigns or leases any part of the Building other than Agricultural Chemistry Department Space to a third party, Board shall require that third party use the assigned or leased premises in a manner which is compatible with and does not unreasonably conflict with or interfere with the use of the Agricultural Chemistry Department Space and the object and purpose of this Agreement.
- B. For the term of this Agreement, University agrees to maintain a Major Repair Reserve Fund with a maximum amount not to exceed \$50,000 as a restricted self-generated account and shall be funded as described herein. Any balance in the fund from the previous Cooperative Endeavor Agreement shall remain in the fund and shall be credited equally to University and LDAF's contribution to the fund maximum amount.

University and LDAF shall each be responsible for providing fifty percent (50%) of the maximum fund amount, which will be used exclusively for major maintenance repairs and capital repairs and replacement as set forth in Section V.A.2. above.

LDAF agrees to remit to University the full sum of \$15,000 on August 1 of the first year of this Agreement which University shall deposit into the Major Repair Reserve Fund. On August 1 of each subsequent year of this Agreement, LDAF shall pay to University an

amount not to exceed \$10,000 to maintain its obligation to the fund balance as specified above.

University agrees to deposit into the Major Repair Reserve Fund University self-generated or restricted funds in the amount of \$15,000 on August 1 on the first year of this Agreement. On August 1 of each subsequent year of this Agreement, University shall deposit into the fund an additional amount not to exceed \$10,000 to maintain its obligation to the fund as specified above. University agrees to obtain approval from LDAF, which shall not be unreasonably withheld, prior to any expenditure from the Major Repair Reserve Fund.

Should the balance in the Major Repair Reserve Fund not be not sufficient to cover the catastrophic failure of major laboratory components, mechanical and electrical systems, the parties shall share the cost equally to repair or replace these systems as mutually agreed upon.

University agrees to give LDAF a quarterly accounting of the Major Repair Reserve Fund.

ARTICLE VI. – EQUIPMENT AND OTHER PROPERTY

- A. Existing Equipment and Other Property: Ownership of LDAF equipment and trade fixtures that can easily be removed without damage to the equipment and fixtures or to the Building itself, which are not integrally connected to the Building, and which are listed in Exhibit D, shall remain with LDAF. Further, LDAF agrees to maintain LDAF and/or LAFA equipment and shall be responsible for costs associated with service agreements, maintenance, and/or replacement of this equipment if non-repairable.
- B. New Equipment: If any new equipment is necessary that will benefit both University and LDAF, the parties to this Agreement agree to negotiate cost sharing of such equipment.

ARTICLE VII. – INSURANCE

- A. At its own expense and at all times during the term of this Agreement, University agrees that it will carry or cause to be carried for the mutual benefit of the parties:
 - 1. general comprehensive liability insurance against claims for personal injury, death or property damage occurring on or about the Premises to afford protection to the highest limits obtainable through the Office of Risk Management; and
 - 2. general hazard insurance insuring the Building against loss by fire and other hazards to the extent of their appraised value.

Insurance provided by the Office of Risk Management shall be deemed to comply with the requirements hereof.

- B. To the extent reasonably possible, LDAF shall be named as an additional insured on the University's policy to the extent of LDAF's insurable interest. Certificates of all policies

shall be delivered to LDAF upon written request, and if applicable, University shall provide a thirty (30) day written notification to LDAF prior to the cancellation thereof.

- C. At its own expense and at all times during the term of this Agreement, LDAF agrees that it will carry or cause to be carried appropriate insurance on LDAF owned equipment, fixtures and furniture located in the Agricultural Chemistry Department Space. The parties agree that the insurance contemplated herein shall be required and provided only to the extent necessary to be in conformity with the State of Louisiana's policy on risk management and insurance.
- D. At its own expense and at all times during the term of this Agreement, LDAF agrees that it will carry or cause to be carried for the mutual benefit of the parties general comprehensive liability insurance against claims for personal injury, death or property damage occurring on or about the Agricultural Chemistry Department Space to afford protection to the highest limits obtainable through the Office of Risk Management. Insurance provided by the Office of Risk Management shall be deemed to comply with the requirements hereof. To the extent reasonably possible, the Board and the University shall be named as an additional insured on LDAF's policy to the extent of Board and University's insurable interest. Certificates of all policies shall be delivered to the Board and the University upon written request, and if applicable, LDAF shall provide a thirty (30) day written notification to the Board and the University prior to the cancellation thereof.

ARTICLE VIII. – DEFAULT

Any party may declare another party in default upon failure of that other party to observe or perform any covenant, condition or agreement upon its part under this Agreement for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied. Whenever any event of default shall have occurred and be continuing and the defaulting party has not taken any action acceptable to the requesting party to cure such default, in addition to any remedy by law provided, the requesting party shall have the right, without further demand or notice, to perform the acts necessary to cure the default, at the expense of the defaulting party.

ARTICLE IX. – ORAL CONTRACT; AMENDMENTS; ADDENDUMS

- A. Each party agrees that this Agreement constitutes the complete and exclusive contract between the parties and supersedes all prior oral or written agreements, contracts, discussions, communications, and negotiations relating to the subject matter of this Agreement.
- B. No oral understanding, agreement or contract is binding on any of the parties. Oral understandings, agreements or contracts may become binding on the parties only when incorporated into this Agreement, either originally or by written amendments or addendums.

- C. No amendments, addendums, modifications, or waivers of or to this Agreement shall be valid unless in writing and signed by authorized representatives of all parties to this Agreement.

ARTICLE X. – NOTICES

Notices shall be sent to the addresses listed in Article I of this Agreement. A party may change that party's mailing address by written notice to all other parties to this Agreement. Except as otherwise provided in this Agreement, notice to a party shall be deemed given as of the date of actual delivery if delivered by hand or by commercial courier who obtains a receipt of delivery, or three (3) days after posting if notice is sent by United States registered mail, returned receipt requested.

ARTICLE XI. – SEVERABILITY

In the event that any provision of this Agreement shall be held to be illegal, invalid, or otherwise unenforceable, such provision shall be severed and the other provisions of the contract which can be given effect without the unenforceable provision shall continue in full force and effect.

ARTICLE XII – FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII– EXHIBITS

The following documents are attached in the Exhibit and incorporated into this Agreement:

- Exhibit A. University Resolution*
- Exhibit B. Map Showing Location of Agriculture Chemistry Building*
- Exhibit C. Agricultural Chemistry Department Space and Common Areas*
- Exhibit D. Existing Equipment and Other Property*

(Intentionally left blank – signatures on next page)

Signature Page for Cooperative Endeavor Agreement

IN WITNESS WHEREOF, the parties hereby signed this Agreement in the presence of the undersigned competent witnesses, as of the date set forth by the signatures, to be effective on the 1st day of May, 2021.

WITNESSES:

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

Print name:

By: _____
Thomas C. Galligan, Jr., President
Louisiana State University and Agricultural
and Mechanical College

Date: _____

**LOUISIANA DEPARTMENT OF
AGRICULTURE AND FORESTRY**

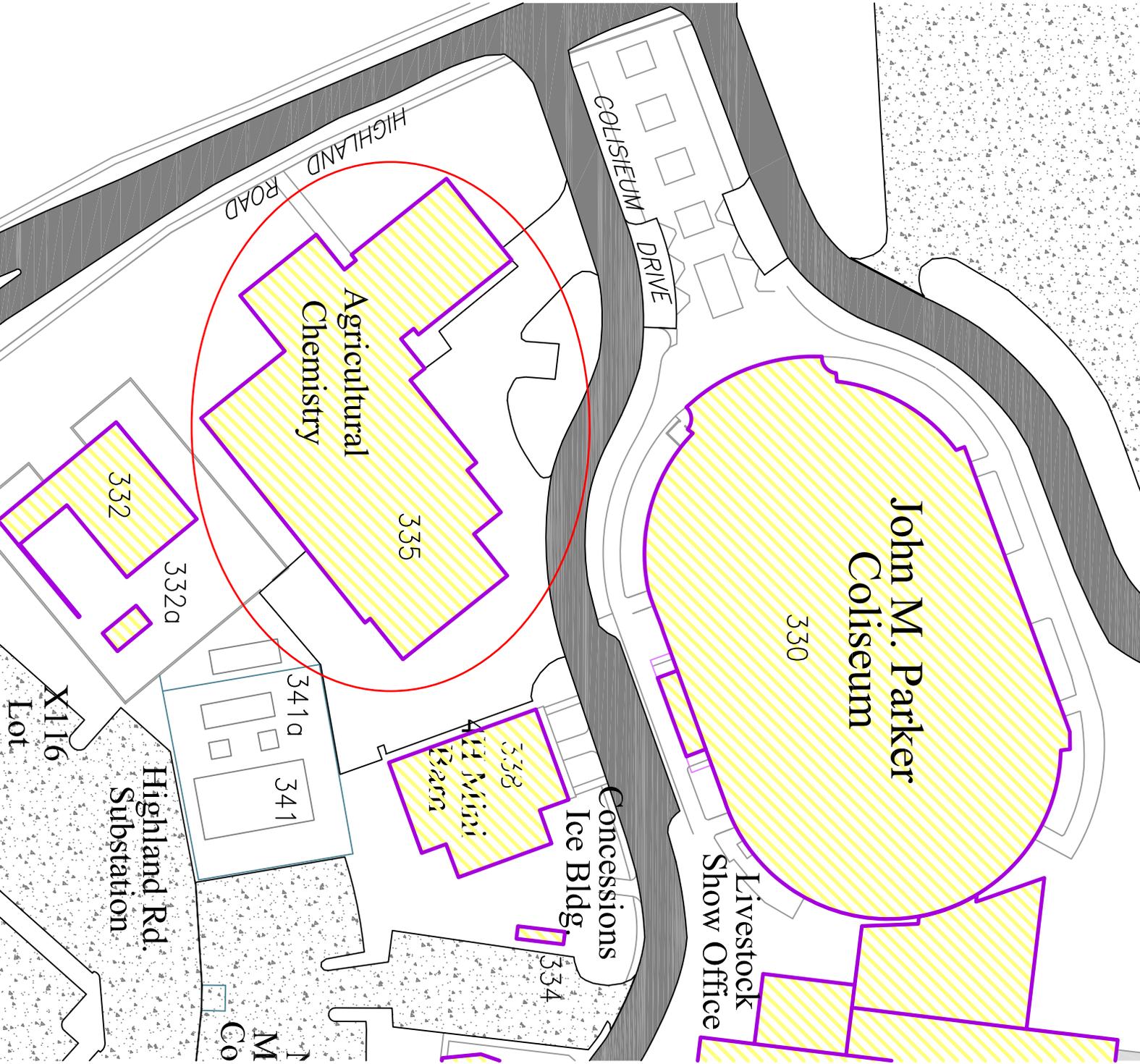
Print name:

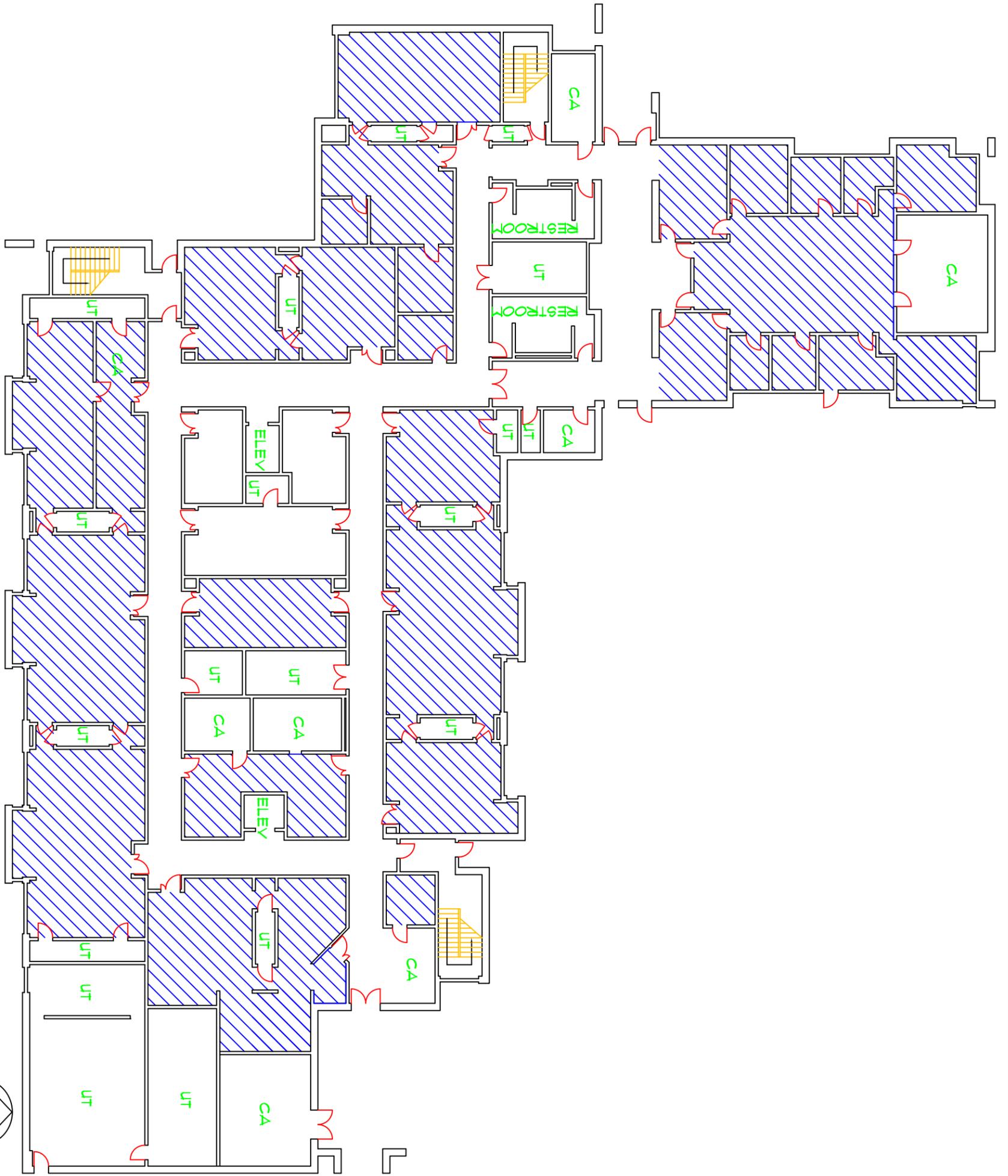
By: _____
Mike Strain, DVM, Commissioner
Department of Agriculture and Forestry

Date: _____

Exhibit A

Board of Supervisors Resolution upon approval of proposed CEA





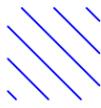
	AGRICULTURAL CHEMISTRY DEPARTMENT SPACE 12,185 SQ FT
UT	UTILITY
CA	COMMON AREA

EXHIBIT C

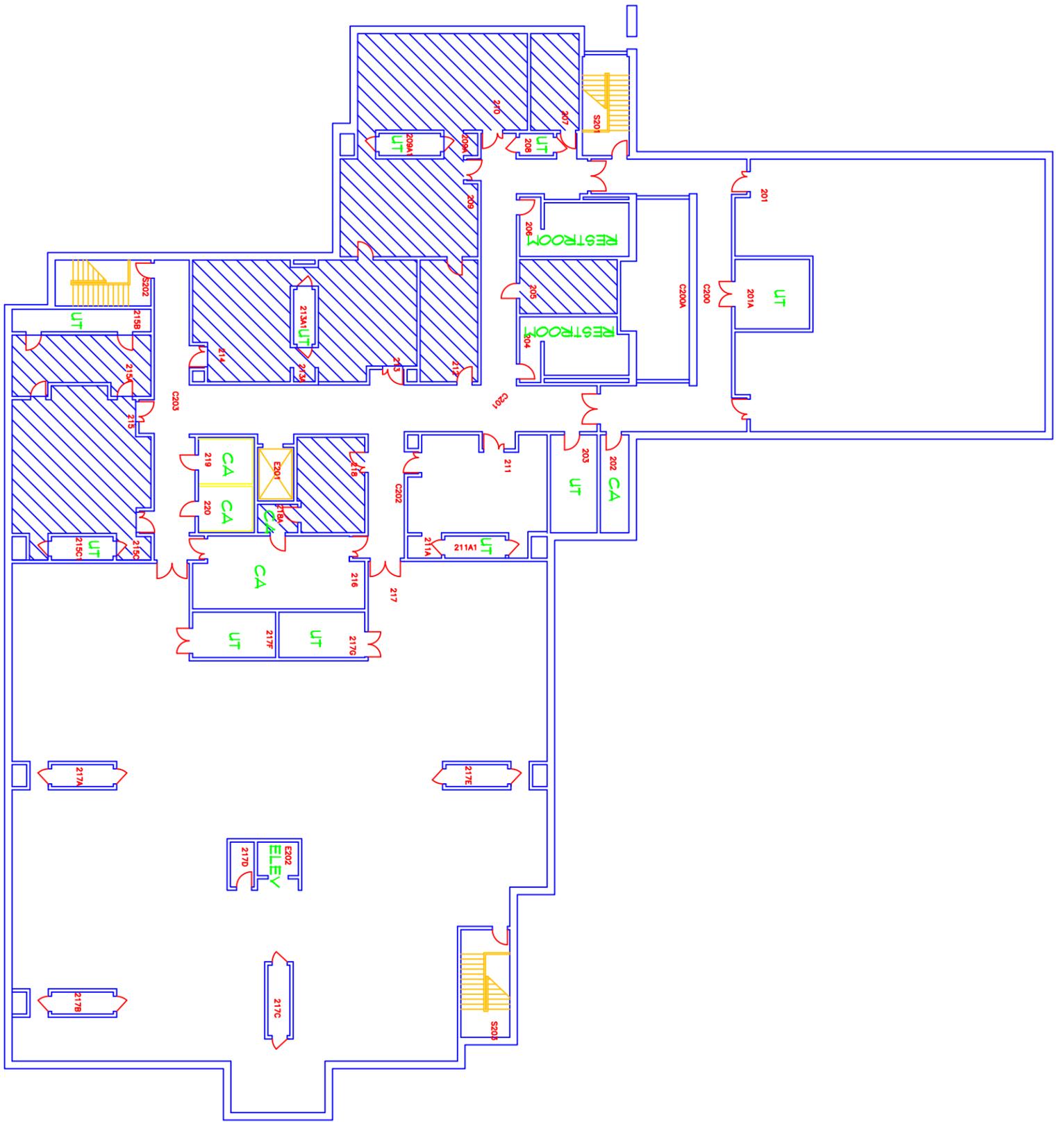


1st Floor Plan
Scale: NTS

ENGINEER:	SCALE:
DRAWN BY:	SHEET OF
DATE:	FILE NAME:
REVISED: 02-13-2015	CHECKED BY:

Agricultural Chemistry Building
17-0335
LSU Baton Rouge Campus





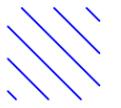
	AGRICULTURAL CHEMISTRY DEPARTMENT SPACE 4,350 SQ FT
UT	UTILITY
CA	COMMON AREA

EXHIBIT C



2nd Floor Plan
Scale: NTS

ENGINEER:	SCALE:
DRAWN BY:	SHEET OF
DATE:	FILE NAME:
REVISED: 02-13-2015	CHECKED BY:



Agricultural Chemistry Building
17-0335
LSU Baton Rouge Campus

ASSET CERTIFICATION REPORT

PESTICIDE RESIDUE

<u>ASSET</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>ROOM</u>	<u>PERSON</u>
19006-000920	UPS APC SMART 3000	WS9907008816	210	AMY HERNANDEZ
19006-000922	UPS APC SMART 3000	WS990700817	209	AMY HERNANDEZ
19006-000923	COMPUTER	CD3109240621002	210	AMY HERNANDEZ
19006-000990	COMPUTER COMPAQ DESKPRO	6910CCKBA008	210	NINA HUFFSTETTER
19006-001025	COMPUTER COMPAQ DESKPRO	6910CCKBA457	210	NINA HUFFSTETTER
19006-001028	COMPUTER COMPAQ DESKPRO	6910CCKBA367	210	NINA HUFFSTETTER
19006-001044	COMPUTER COMPAQ DESKPRO	691 CCKBA149	210	NINA HUFFSTETTER
19006-001857	UPS SMART 3000VA	YS0132110199	209	AMY HERNANDEZ
19006-002794	LAPTOP DELL LATITUDE E6410	B10XVM1	DEMO UNIT	AMY HERNANDEZ
19007-000526	CHROMATOGRAPH GAS AGILENT			AMY HERNANDEZ
19007-000562	EVAPORATOR NITROGEN	50283	214	AMY HERNANDEZ
19007-000565	CENTRIFUGE	ALS0C05	215	STEVE LOUP
19007-000566	CENTRIFUGE VWR SCI ALLEGRA6	ALSO2C11	214	AMY HERNANDEZ
19007-000576	ROBOT COUPE	2V238	215A	STEVE LOUP
19007-000577	HOMOGENIZER ELECTRIC	PF309000321	215	STEVE LOUP
19007-000579	BALANCE METTLER PG802-S	1121253250	214	AMY HERNANDEZ
19007-000583	CHILLER	102231098	213	AMY HERNANDEZ
19027-000118	INTEGRATOR	3029P22353	210	NINA HUFFSTETTER
19029-000202	SHAKER LABORATORY LABLINE	0996-0046	215	STEVE LOUP
19029-000210	MANIFOLD LABORATORY	312	(WINDOW SILL) 215A	STEVE LOUP
19029-000226	CONCENTRATOR SAMPLE TECHNE	82757-13	214	MARY CALDWELL
19029-000236	BATH NITROGEN EVAPORATOR	17466	213	AMY HERNANDEZ
19029-000237	EVAPORATOR TURBOVAP	TV9904N8602	215A	STEVE LOUP
19029-000244	SHAKER BURRELL WRIST-ACTION	ZZZZZZ	215A	STEVE LOUP
19029-000246	PUMP VACUUM PRECISION	VT212463	215	STEVE LOUP
19029-000249	REFRIGERATOR EXPLOSION PROOF		213	AMY HERNANDEZ
19029-000253	CENTRIFUGE EPPENDORF 5418	5418AJ616517	213	AMY HERNANDEZ
19029-000254	DETECTOR FLUORESCENCE	F11475272M	210	AMY HERNANDEZ
19029-000255	WATER BATH THERMO SCIENTIFIC	120558-576		AMY HERNANDEZ
19086-000752	REFRIGERATOR EQUATHERM	WB32609705	210	NINA HUFFSTETTER
19086-000755	REFRIGERATOR EQUATHERM	WB23305959	215A	STEVE LOUP
19086-000764	HOMOGENIZER BRINKMANN	9343	214	AMY HERNANDEZ
19086-000766	WATER BATH ROTAVAPOR	10002517	UNDER HOOD 213	AMY HERNANDEZ
19086-000767	WATER BATH ROTAVAPOR	10002500	UNDER HOOD 213	AMY HERNANDEZ
19086-000768	WATER BATH ROTAVAPOR	10002505	UNDER HOOD 213	AMY HERNANDEZ
19086-000769	WATER BATH ROTAVAPOR	10002502	UNDER HOOD 213	AMY HERNANDEZ
19086-000771	WATER BATH ROTAVAPOR	10002499	213	AMY HERNANDEZ
19086-000772	BALANCE SARTORIUS LC2200S	40310304	215	STEVE LOUP
19086-000773	BALANCE SARTORIUS	21101426	214	
19086-000775	BLENDER HAZARDOUS CHEM	480303	UNDER HOOD 214	AMY HERNANDEZ
19086-000777	BLENDER HAZARDOUS CHEM	480001	UNDER HOOD 214	AMY HERNANDEZ
19086-000778	BLENDER HAZARDOUS CHEM	480035	215	STEVE LOUP

19086-000780	BLENDER HAZARDOUS CHEM	480031	215	STEVE LOUP
19086-000781	BLENDER HAZARDOUS CHEM	480425	UNDER HOOD 215	STEVE LOUP
19086-000782	CENTRIFUGE	274191	215	STEVE LOUP
19086-000784	CABINET DESSICATING		214	AMY HERNANDEZ
19086-000800	MILL LAB GRINDER	30439022	215A	STEVE LOUP
19086-001062	BALANCE SARTORIUS BP310S	50708173	209	AMY HERNANDEZ
19086-001063	DEIONIZER MILLI-Q UV-PLUS	F5NM96863N	213	AMY HERNANDEZ
19086-001066	EXTRACTOR SOLVENT ASE 200	96070288	215A	STEVE LOUP
19086-001225	DETECTOR UV/VIS 996	WAT057002	209	AMY HERNANDEZ
19086-001226	GC 6890 SERIES	US00004230	210	NINA HUFFSTETTER
19086-001227	AUTOANALYZER SAMPLER (6890)	US00001223	210	NINA HUFFSTETTER
19086-001228	GC 6890 SERIES	US00004231	210	NINA HUFFSTETTER
19086-001229	AUTOANALYZER SAMPLER (6890)	US00001213	209	AMY HERNANDEZ
19086-001230	GC 6890 SERIES	US00004229	210	NINA HUFFSTETTER
19086-001231	AUTOANALYZER SAMPLER (6890)	US00001212	210	NINA HUFFSTETTER
19086001244	CONTROL HP AUTOSAMPLER ION	3623A0540	209	AMY HERNANDEZ
19086-001245	AUTOANALYZER SAMPLER (6890)	US00001228	210	NINA HUFFSTETTER
19086-001250	PRINTER HP LJ 4+	JPGL129435	212	AMY HERNANDEZ
19086-001667	DETECTOR LC WATERS PLATFORM	L98SM4700M	212	AMY HERNANDEZ
19086-001669	GC HP 6890 PLUS	US00025241	209	AMY HERNANDEZ
19086-001670	CONTROL UNIT PROSEP 800+	E9831101A	209	AMY HERNANDEZ
19086-001681	EVAPORATOR NITROGEN	17078	213	AMY HERNANDEZ
19086-001683	CENTRIFUGE INTERN'L IEC B-22M	27	213	AMY HERNANDEZ
19086-001684	LC WATERS ALLIANCE 2690	M985M7403M	212	AMY HERNANDEZ
19086-001693	GENERATOR BALSTON NITROGEN	7572-0820	213	AMY HERNANDEZ
19086-002389	INJECTOR AGILENT RES ANALYSIS	CN14921253	210	NINA HUFFSTETTER
19086-002472	TRIPLE QUAD	QBA197	209	AMY HERNANDEZ
19086-003637	TAPE LIBRARY IBM TS3310	1310568	202	AMY HERNANDEZ

ASSET CERTIFICATION REPORT

MICROBIOLOGY LAB

<u>ASSET</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>ROOM</u>	<u>PERSON</u>
19006-000924	UPS APC SMART 3000	WS9907010285	114	JANET SIMONSON
19007-000563	EVAPORATOR	50884	115	
19007-000564	EVAPORATOR	50503	115	
19007-000574	CENTRIFUGE	581000769	115	
19007-000575	ROBOT COUPE	2V137	114	JANET SIMONSON
19007-000581	BALANCE	1121253249	115	
19009-000428	INCUBATOR LABORATORY	601899	115	
19009-000448	STOMACHER	40681	115	JANET SIMONSON
19020-001226	STOMACHER	152	114	CHANTILLY REDDMANN
19027-000122	READER CHOPPIN	26446	CABINET 114	
19027-000214	HPLC SYSTEM WATERS	N/A	114	JANET SIMONSON
19029-000242	READER, ANTIBIOTIC ZONE	108N0009	CABINET 114	
19086-000787	CENTRIFUGE LABNET	15930313	211	JANET SIMONSON
19086-000790	INCUBATOR LABNET	1000892	115	JANET SIMONSON
19086-000791	INCUBATOR LABNET	1000492	115	JANET SIMONSON
19086-000792	REFRIGERATOR BIO-COLD	L81D11	115	JANET SIMONSON
19086-000793	REFRIGERATOR EXPL PROOF	594-001	121	JANET SIMONSON
19086-000796	COUNTER COLONY QUEBEC	10992-3	114	JANET SIMONSON
19086-000797	COUNTER COLONY QUEBEC	10978-3	115	JANET SIMONSON
19086-000798	SHAKER ORBIT	0294-5509	114	JANET SIMONSON
19086-001047	PRECISION COLIFORM BATH	9503-202	115	JANET SIMONSON
19086-001051	MICROSCOPE BINOCULAR	95039220233	115	JANET SIMONSON
19086-001052	INCUBATOR GALLENCCAMP ORBITAL	SG94/12/189	122	JANET SIMONSON
19086-001242	INCUBATOR LAB INFARED CO2	0200194T0200194B	211	JANET SIMONSON
19086-001246	MONITOR VIEWSONIC E655	E783416722	114	
19086-001247	COMPUTER BIOMERIEUX	MS72482613889	114	
19086-001554	AFLATOXIN TESTER VICAM 4	601	114	JANET SIMONSON
19086-001565	AFLATOXIN TESTER VICAM 4	627	114	JANET SIMONSON
19086-001609	HOEFER LIGHTBOX MACROVUE	20000093	114	
19086-001623	LAB EQUIP VITEK 32 BACTERIA ID	VMJA0586	114	
19086-001628	MINI VIDAS BIOMERIEUX VITE	V12-02320	114	

ASSET CERTIFICATION REPORT

INORGANICS LAB

<u>ASSET</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>ROOM</u>	<u>PERSON</u>
19006-000981	COMPUTER COMPAQ DESKPRO	6910CKBA503	118	DAVID WALL
19006-001807	PRINTER HP 2200D TN	CNGRG92460	RECEIVING 126	TAMMYE SMITH
19007-000578	BALANCE METTLER	1121253178	118	GARY CATANZARO
19007-000580	READER BIO-TEK	183413	121	
19009-000314	RECORDER CHART	1462	CABINET 118	DAVID WALL
19009-000431	INCUBATOR LAB VWR 2310	801099	121	
19009-000433	WATER SYSTEM	F9JM96468D	117	
19009-000440	FLUOROMETER	20050817 UPPER CABINET	117	
19009-000447	MONITOR THERMOLYNE LIQUID	ZZZZZ	117	
19027-000132	DISTILLATION UNIT	224157AU	116	
19027-000201	MILL LABORATORY ROMER	761	124	TAMMYE SMITH
19027-000205	BLOCK CONSTANT TEMP BD-20		116A	GARY CATANZARO
19027-000208	COMPUTER IBM (COLORIMETER)	8194A2UKCGC12X	118	DAVID WALL
19027-000209	DIGITAL COLORIMETER	9530956	118	
19027-000210	DIGITAL COLORIMETER	9531515	118	DAVID WALL
19027-000211	DIGITAL COLORIMETER	9531732	118	DAVID WALL
19027-000217	COLORIMETER AUTOANALYZER 3	8005944		DAVID WALL
19027-000218	MANIFOLD AUTOANALYZER 3			DAVID WALL
19027-000219	PUMP AUTOANALYZER 3	8006142		DAVID WALL
19027-000220	SAMPLER RANDOM ACCESS	5038A21873		DAVID WALL
19027-000222	PHOTOMETER FLAME SHERWOOD 4	10		DAVID WALL
19027-000224	ANALYZER NITROGEN/CARBON	2010F0201/2010M0230		GARY CATANZARO
19029-000194	ICP SYSTEM	077N3021101	118	DAVID WALL
19029-000251	PRINTER (OPTIMA 4300 ICP) HP LJ	ZZZZZ	118	DAVID WALL
19086-000028	APC SMART UPS	S94011725981	118	DAVID WALL
19086-000645	BALANCE SARTORIUS BRINKMANN	21106180	116	GARY CATANZARO
19086-000646	BALANCE SARTORIUS FISIONS	20800144	118	DAVID WALL
19086-000648	DIGESTING BLOCK	16421	116-A	GARY CATANZARO
19086-000649	DIGESTING BLOCK	16415	(UNDER HOOD) 116-A	GARY CATANZARO
19086-000651	DIGESTING BLOCK	16418	120	GARY CATANZARO
19086-000652	SAMPLE PREP SYSTEM MDS2000	U2234	120	TAMMYE SMITH
19086-000655	COMPUTER DELL/EPSON	2655	118	DAVID WALL
19086-000656	CHROMATOGRAPH LIQUID DIONEX		118	DAVID WALL
19086-000657	SPECTROMETER ATOMIC ABSORB	8307	118	DAVID WALL
19086-000779	BLENDER HAZARDOUS CHEM	480305	120	DAVID WALL
19086-000801	MILL LAB GRINDER	72516	124	TAMMYE SMITH
19086-000802	BALANCE TOPLOADER	6401197	125	TAMMYE SMITH
19086-000824	DILUTOR MICROLAB DISP	1004	120	TAMMYE SMITH

19086-000825	THERMOLYNE BOX MOLDATHERM	711941122908.00		120	DAVID WALL
19086-001024	BALANCE METTLER DELTATRAC	1113430901		120	TAMMYE SMITH
19086-001030	AUTOANALYZER SAMPLER	9505532		118	DAVID WALL
19086-001033	AUTOANALYZER SAMPLER	9505745	(CABINET)	118	DAVID WALL
19086-001034	PUMP LABORATORY	BL0019451		118	DAVID WALL
19086-001036	MANIFOLD P&K CART	BL00195404		118	DAVID WALL
19086-001037	MANIFOLD P&K CART			118	DAVID WALL
19086-001039	BALANCE METTLER DELTATRAC	1113281367		116A	GARY CATANZARO
19086-001040	BALANCE METTLER DELTATRAC	1113423301		120	TAMMYE SMITH
19086-001050	SIEVE BRINNKMAN/RETSCH	50119023		124	TAMMYE SMITH
19086-001055	INTERFACE ANALOG TAOS AAII SYS	167-A037-02	(CABINET)	118	DAVID WALL
19086-001061	METER CONDUCTIVITY ACCUMET	C0018614		120	TAMMYE SMITH
19086-001064	BALANCE AS250D	114381439		120	TAMMYE SMITH
19086-001150	COMPUTER	20012846		116A	GARY'S CLOSET
19086-001211	TECATOR 2020 DIGESTION UNIT	17157		116	GARY CATANZARO
19086-001214	MANIFOLD ANALYSIS NITRO/FERT	BL0019615		118	DAVID WALL
19086-001218	WATER BATH SHAKING	9604-004		120	TAMMYE SMITH
19086-001219	BLOCK DIGESTION UNIT	17070	HOOD 25	116	GARY CATANZARO
19086-001605	BALANCE SARTORIUS TOPLOADING	70205940		119	
19086-001606	LAB EQUIP GENE SWEEP TE90			117	
19086-001607	DNA SPEEDVAC SAVANT	DNA110-7D181115-1G		117	
19086-001608	BOEKEL BLOCK COOL/HEAT	1256	CABINET (FLOOR)	119	
19086-001611	LAB EQUIP GENE AMP PCR SYSTEM	803N7012930		117	
19086-001615	OVEN LABORATORY HOEFER HB 400	94-1064		117	
19086-001616	POWER UNIT PHARM BIOTECH	56115552H1004581		117	
19086-001619	CENTRIFUGE EPPENDORF 5415C	541575563		119	
19086-001620	INCUBATOR VWR SCIENTIFIC 1525	400297		119	
19086-001621	INCUBATOR VWR SCIENTIFIC 1525	400397		121	
19086-001622	STOMACHER SEWARD 80	34534		119	
19086-001671	TAOS AAII SYSTEM A/S INTERFACE	167-A037-03	(CABINET)	118	DAVID WALL
19086-003633	STEIN LAB MILL	N/A		PREP LAB	
19086-003638	ANALYZING BALANCE	N/A			DAVID WALL
19086-003639	OVEN LAB	N/A			GARY CATANZARO
19086-003867	MILL CENTRIFUGAL RETSCH ZM20C	129270126L		124	David Wall

ASSET CERTIFICATION REPORT**PESTICIDE FORMULATIONS**

ASSET	DESCRIPTION	SERIAL NUMBER	ROOM	PERSON
19006-000989	COMPUTER COMPAQ DESKPRO	6910CCKBA156	110	TRAMECHA RANKINS
19006-001862	UPS SMART 3000VA	YS0132110179	110	TRAMECHA RANKINS
19027-000212	ALLIANCE HPLC SYSTEM	I045M7232M	110	TRAMECHA RANKINS
19029-000209	REFRIGERATOR EXPLOSION PROOF	62489990	109B	TRAMECHA RANKINS
19029-000233	DETECTOR LC WATERS	L99487730M	110	TRAMECHA RANKINS
19086-000673	BALANCE SARTORIUS	40120081	109-A	TRAMECHA RANKINS
19086-000680	BURRELL WRIST SHAKER MOD 75		109	TRAMECHA RANKINS
19086-000683	FREEZER EQUATHERM	WB23305996	109-B	TRAMECHA RANKINS
19086-000753	BALANCE RC210S	31005608	109-B	TRAMECHA RANKINS
19086-000788	CABINET DESSICATING		109-B	TRAMECHA RANKINS
19086-000821	DETECTOR, LEAK MATHESON	100891	110	TRAMECHA RANKINS
19086-001232	BLENDER TURBO FISHER ORION	1160	109	TRAMECHA RANKINS
19086-001236	GC CONTROLLER HP 6890 SERIES	US00004258	110	TRAMECHA RANKINS
19086-002386	INJECTOR AGILENT 6890	CN14921236	110	TRAMECHA RANKINS
19086-002387	INJECTOR AGILENT PARAMETER	CN14921272	110	TRAMECHA RANKINS
19086-002388	INJECTOR AGILENT 6890	CN14921235	110	TRAMECHA RANKINS

ASSET CERTIFICATION REPORT**SERVER CLOSETS/PHONE ROOM**

ASSET	DESCRIPTION	SERIAL NUMBER	ROOM	PERSON
19006-000928	UPS APC SMART 3000	WS9907008814	105	SERVER/PHONE ROOM
19006-001096	COMPUTER SNAP SERVER 32GBMT	36096	105	SERVER/PHONE ROOM
19006-001808	PRINTER HP 2200D TN	CNGRG89930	202	SERVER CLOSET
19006-001859	UPS SMART 3000VA	YS0132110181	202	SERVER ROOM (AMY)
19006-001897	HUB 3COM SUPERSTACK 4400	7NPV117006F80	202	SERVER ROOM (AMY)
19006-001900	HUB 3COM SUPERSTACK 4400	7PVV116FCCC00		SERVER ROOM
19006-001939	COMPUTER DELL POWEREDGE 2600	2R7M831	202	SERVER ROOM
19006-002322	SERVER AVOCENT KVM	00E086020615		SERVER ROOM
19006-002426	SHORT RACK DELL 24U	OU2874	202	SERVER
19006-002631	SWITCH 3COM 4500G 48 PORT	YEWFABN26DA00		WIRING CLOSET
19006-002858	COMPUTER DELL POWEREDGE R410	HCTXMS1		SERVER CLOSET
19029-000199	SAMPLER WATER ZYMARK	AT0049N4396	202	SERVER
19086-001663	UPS SMART 3000		105	

ASSET CERTIFICATION REPORT

FAT & FIBER

<u>ASSET</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>ROOM</u>	<u>PERSON</u>
19007-000582	BALANCE METTLER	1121152274	126A	CHANTILLY REDDMANN
19009-000376	FAT EXTRACTING APPARATUS	180 (PART #10002681)	128	BILAN JESSIE
19009-000380	MANIFOLD LABORATORY		UNDER HOOD 24 129	
19009-000418	MIXING MACHINE ROBOT COUPE	RV120	129	
19009-000422	COLORIMETER	9521423	131	CHANTILLY REDDMANN
19009-000434	SERVICE UNIT SOXTEC 1046	1141	128	CHANTILLY REDDMANN
19009-000435	SPECTROPHOTOMETER MISC	316B138007	129	CHANTILLY REDDMANN
19009-000436	SAMPLER RANDOM ACCESS XY-2	5123A24826		CHANTILLY REDDMANN
19009-000450	WATER ACTIVITY INSTRUMENT	01056396B	131	CHANTILLY REDDMANN
19009-000452	PUMP AUTO ANALYZER 3 BRAUN	9539273-54505293	131	CHANTILLY REDDMANN
19020-001573	BALANCE METLER TOLEDO	8016028569		CHANTILLY REDDMANN
19020-001601	BALANCE METLER TOLEDO	8002001594		BILAN JESSIE
19020-001603	WATER BATH CHILLED ISOTEMP	110117021		BILAN JESSIE
19027-000129	FIBER CRUDE APPARATUS	219406	129	
19027-000131	FIBER CRUDE APPARATUS	224571	129	
19027-000203	ANALYZER ANKOM FIBER	401	129	BILAN JESSIE
19027-000206	EXTRACTOR TECATOR 1047		128	BILAN JESSIE
19027-000207	TOTAL FAT 2050 SYSTEM	381040206	128	
19027-000223	EXTRACTOR ANKOM XT15	XT15110141	128	
19027-000227	EXTRACTOR ANKOM XT15	XT15110565		BILAN JESSIE
19086-000488	APC SMART UPS	S94021886487	131	CHANTILLY REDDMANN
19086-000642	DMS TITRINO W/SAMP CH-PUMP		131	CHANTILLY REDDMANN
19086-000643	BALANCE SARTORIUS	30613007	131	CHANTILLY REDDMANN
19086-000650	DIGESTING BLOCK	16336	129	CHANTILLY REDDMANN
19086-000664	EXTRACTION UNIT SOXTEC 1043		HOOD 38 128	CHANTILLY REDDMANN
19086-000665	EXTRACTION UNIT SOXTEC 1043		HOOD 38 128	CHANTILLY REDDMANN
19086-000666	EXTRACTION UNIT SOXTEC 1043		HOOD 39 128	CHANTILLY REDDMANN
19086-000667	SERVICE UNIT SOXTEC 1046	708	128	CHANTILLY REDDMANN
19086-000669	OVEN LABORATORY GALLENKAMP	SG93081911	129	CHANTILLY REDDMANN
19086-001022	BALANCE METTLER DELTATRAC	1113430094	129	CHANTILLY REDDMANN
19086-001043	AUTO SAMPLER	9505748	131	CHANTILLY REDDMANN
19086-001054	FURNACE MOLDATHERM	711941122911.00	129	

ASSET CERTIFICATION REPORT

UNFINISHED AREAS

ASSET	DESCRIPTION	SERIAL NUMBER	ROOM	PERSON
19006-001799	PRINTER HP LJ 4100 DTN	JPLGF03847	201	UNFINISHED AREA
19006-001809	PRINTER HP 2200DTN	CNGRG89912	201	UNFINISHED AREA
19009-000302	OVEN LABORATORY MACHINERY	1AN2		2ND FLOOR UNFINISHED
19009-000315	CARTRIDGE ANALYTICAL			2ND FLOOR UNFINISHED
19009-000316	CARTRIDGE ANALYTICAL			2ND FLOOR UNFINISHED
19009-000426	BIO MERIEUX VIDAS			2ND FLOOR UNFINISHED
19009-000429	INCUBATOR LABORATORY	600799		2ND FLOOR UNFINISHED
19009-000430	INCUBATOR LABORATORY	701299		2ND FLOOR UNFINISHED
19009-000432	REFRIGERATOR INDUSTRIAL	W29J456165XJ	BROKEN	2ND FLOOR UNFINISHED
19009-000444	CABINET LABCONCO BIOSAFETY			2ND FLOOR UNFINISHED
19020-001525	AUTOCLAVE HV110	980386134		UNFINISHED AREA
19027-000015	ANALYZER CARTRIDGE	PC 60183		2ND FLOOR UNFINISHED
19027-000099	OVEN LC COLUMN TRACTOR 925		217	UNFINISHED AREA
19027-000119	INTEGRATOR	3029P22210	217	UNFINISHED AREA
19027-000138	DETECTOR LIQUID	486PRC805	217	UNFINISHED AREA
19027-000140	DETECTOR LIQUID	470001693	217	UNFINISHED AREA
19027-000158	SAMPLER	717001703	205	UNFINISHED AREA
19027-000159	PUMP HPLC WATERS 510	510145979	217	UNFINISHED AREA
19027-000213	ANALYZER ELEMENTOR VARIO MAX	2504100		UNFINISHED AREA
19029-000232	COLLECTOR FRACTION	J99WFC250M	217	UNFINISHED AREA
19029-000234	PUMP LAB WATERS REGEANT MGR	K99RMA157M	217	UNFINISHED AREA
19029-000235	PUMP LAB WATERS REGEANT MGR	K99RMA153M	217	UNFINISHED AREA
19086-000644	DMS TITRINO 716 METERING APP			2ND FLOOR UNFINISHED
19086-000653	SAMPLE PREP SYSTEM MDS2000	U2231		2ND FLOOR UNFINISHED
19086-000659	COMPUTER DEC PC W/ KB & MONITOR	KA333AFM60		2ND FLOOR UNFINISHED
19086-000662	EXTRACTOR TECATOR HYDRO SYS	361	BROKEN	UNFINISHED AREA
19086-000668	OVEN LABORATORY GALLENKAMP	SG93081911		UNFINISHED AREA
19086-000731	ABSORBANCE DETECTOR WATERS	PRG040	217	UNFINISHED AREA
19086-000732	CONTROLLER WATERS 600E	600PF6654	205	UNFINISHED AREA
19086-000749	DETECTOR WATERS 474	MX4CM0027	217	UNFINISHED AREA
19086-000750	AUTOSAMPLER WATERS 717	MX3MM4163M	217	UNFINISHED AREA
19086-000751	AUTOSAMPLER WATERS 717	MX4CM5755M	217	UNFINISHED AREA
19086-000833	PUMP LIQUID CIRCULATING	MX5AM5033M	217	UNFINISHED AREA
19086-000959	STOMACHER 400 MARK II	31330	BROKEN	UNFINISHED AREA
19086-001025	EXTRACTOR TECATOR HYDRO SYS	360		2ND FLOOR UNFINISHED
19086-001029	PHOTOMETER FLAME	6541	2ND	UNFINISHED AREA
19086-001044	PUMP LABORATORY	GG0119503	2ND	UNFINISHED AREA
19086-001046	MANIFOLD PROTEIN N2 CART	BL0024505		UNFINISHED AREA
19086-001053	PUMP LAB HPLC 600E	MX5AM6474M	217	UNFINISHED AREA

19086-001065	GRINDER RETSCH SR3	74499		UNFINISHED AREA
19086-001200	PRINTER LASER HP LJ5	USHC020532		UNFINISHED AREA
19086-001212	SAMPLER RANDOM XYZ	9509186	2ND	UNFINISHED AREA
19086-001213	SAMPLER RANDOM XYZ	9507279	2ND	UNFINISHED AREA
19086-001215	PUMP & SCIC (2 PCS)	BL0019539		UNFINISHED AREA
19086-001216	SAMPLER /PUMP/SCIC (3 PCS)	BL0019550	2ND	UNFINISHED AREA
19086-001221	AUTOANALYZER SAMPLER	MX6CM9543M	217	UNFINISHED AREA
19086-001224	INTERFACE MILLENIUM SATIN 2 CH	MX6CM9136M	217	UNFINISHED AREA
19086-001385	INCUBATOR FORMA SCIENTIFIC	16573-220		UNFINISHED AREA
19086-001691	PUMP LAB HARVARD SYRINGE	B09959		2ND FLOOR UNFINISHED
19086-001692	VACUUM SYSTEM WATERS	982174980		UNFINISHED AREA

ASSET CERTIFICATION REPORT**STORAGE ROOMS & OFFSITE LOCATIONS**

<u>ASSET</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>ROOM</u>	<u>PERSON</u>
19007-000584	SEPERATOR WATERS ZQHPLC-MSD	LAA805	134	H.D. WILSON BUILDING
19020-000928	AUTOCLAVE	1431		DEAN LEE DIAGNOSTIC
19086-000647	NITRO/PROTEIN ANALYZER NA2000	269772		2ND FLOOR STORAGE
19086-001031	PUMP LABORATORY	BL0028451		2ND FLOOR STORAGE
19086-001032	COLORIMETER SCIC	BL0049448	2ND	2ND FLOOR STORAGE
19086-001035	COLORIMETER SCIC	BL001035		2ND FLOOR STORAGE
19086-001553	AFLATOXIN TESTER VICAM 4	599		DEAN LEE STATION
19086-001555	AFLATOXIN TESTER VICAM 4	600	126A	STORAGE
19086-001556	AFLATOXIN TESTER VICAM 4	597	126A	STORAGE
19086-001557	AFLATOXIN TESTER VICAM 4	592	126A	STORAGE
19086-001559	AFLATOXIN TESTER VICAM 4	594		STORAGE
19086-001562	AFLATOXIN TESTER VICAM 4	590	126A	STORAGE
19086-001563	AFLATOXIN TESTER VICAM 4	637		LIFE SCIENCES-DAMAN
19086-001564	AFLATOXIN TESTER VICAM 4	640	126A	STORAGE



Board of Supervisors

Request from LSUHSC-NO for Acknowledgment and Approval of a Qualified Assignee for Brookfield District Energy, USA

Date: April 10, 2021

1. Bylaw Citation

This requires approval pursuant to:

First Amendment to Cooperative Endeavor Agreement between LSU and Brookfield District Energy, USA, LLC.

2. Summary of Matter

LSU has previously entered into a Cooperative Endeavor Agreement (CEA) for the provision of certain thermal services to the LSUHSC-NO campus, as most recently amended effective March 1, 2013. The CEA was originally with Entergy Solutions District Energy LTD, LLC which was at the time a subsidiary of Entergy. In 2013, Entergy sold Entergy Solutions District Energy LTD, LLC to District Energy Holdings, LLC, a subsidiary of investment vehicles ultimately controlled by Brookfield, a global infrastructure investment firm. After a series of name changes, District Energy Holdings, LLC currently does business under the name "Enwave." Now, Brookfield is in the process of selling that portion of Enwave which has the CEA with LSU to a new investment company, Raptor Bid Co. I, LLC ("Buyer"), which is a special purpose entity owned by a consortium comprised of Ullico Infrastructure Master Fund, L.P., QIC Limited, and the California Public Employees' Retirement System.

In accordance with the CEA as amended by the First Amendment effective March 1, 2013, the sale of Enwave by Brookfield is subject to a finding by the LSU Board of Supervisors that the Buyer is a "Qualified Assignee" as defined by the CEA. LSU's approval may not be unreasonably withheld, and a failure to act by a specified deadline will be deemed as a finding by the Board that the Buyer is a Qualified Assignee.

Section 6.8 of the CEA as amended defines a "Qualified Assignee" as "an entity that:

- (i) has adequate financial resources for performance of Entergy Thermal's obligations under the Transaction Documents or has the ability to obtain such resources as required during performance;
- (ii) has the necessary experience, organization, technical qualifications and skills to perform its obligations under the Transaction Documents or has the ability. To obtain such qualifications and skills (this may include contractor or subcontractor arrangements or the hiring or retention of key personnel of Entergy Thermal);
- (iii) does not have an unsatisfactory record of contract performance; and
- (iv) has not been debarred or suspended for cause from entering into contracts with the Board of Supervisors or the State of Louisiana."

Section 6.8 further provides that LSU is required to provide Enwave, within the deadlines set forth in the CEA, with a writing stating "whether or not:

- (x) the contemplated transaction involving the proposed Qualified Assignee meets all applicable requirements for such transactions set forth in this Article 6 (but including specific written reasons if the Board of Supervisors determines that the contemplated transaction does not meet all such requirements);
- (y) the proposed Qualified Assignee is determined by Board of Supervisors to be a Qualified Assignee (but including specific written reasons if the Board of Supervisors determines that the proposed Qualified Assignee is not a Qualified Assignee); and/or
- (z) the Board of Supervisors requires reasonable, additional information in order to make either of the foregoing determinations.”

Under the proposed sale of Enwave, Enwave itself as an entity will continue; only ownership of the entity will be changed. The assets currently held by Enwave will continue to be held by Enwave, and the operations at the HSC-NO campus will continue to be performed by the same people under the same contractual terms as now. Based on independent review as well as information provided by Enwave, no changes to the operation of Enwave are expected, and the proposed sale will not change the fundamental structure of the agreement.

LSU has asked RSM Energy, a consulting firm with significant expertise in this industry and no financial ties to any party to the sale of Enwave, to review the proposed transaction to evaluate whether LSU has any grounds to believe that the proposed purchaser is not a “Qualified Assignee,” grounds which would justify withholding LSU’s approval of the transaction. RSM Energy reviewed the transfer to Brookfield in 2013 as well. RSM Energy has recommended LSU find that the Buyer is a Qualified Assignee, based on its review of the information provided by Enwave and publicly available financial reports of the regulated, public, or publicly traded companies involved in the transaction.

Based on review by counsel for LSU, the outside consulting firm engaged by LSU, and LSU staff, it is recommended that the Board find that the Buyer is a Qualified Assignee as provided for in the First Amendment to Cooperative Endeavor Agreement and authorize Interim President Galligan to execute the attached Consent document.

3. Review of Business Plan

The proposed transaction is not expected to have any impact on any campus of LSU and will not change any of the current rights and obligations regarding the provision of thermal services to the HSC-NO campus.

4. Fiscal Impact

The proposed transaction will have no impact on LSU finances, and will not affect any payments owed by or to Enwave pursuant to the existing First Amendment to Cooperative Endeavor Agreement.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The attached Acknowledgment Regarding Transaction and Approval of Qualified Assignee has been reviewed by counsel for LSU. It mirrors the similar document which LSU executed in 2013 in the prior transfer of Enwave to Brookfield.

7. Parties of Interest

The following parties have an interest in and/or are involved with this transaction.

LSU
Brookfield Properties
Enwave
Raptor Bid Co. I and the 3 entities which own it:
 Ullico Infrastructure Master Fun, L.P.
 QIC Limited
 California Public Employees' Retirement System

8. Related Transactions

Under the terms of the Board resolution dated February 23, 2021, LSU expects to enter into an agreement with Enwave and other entities for the provision of certain thermal and related services on the flagship LSU campus. The final agreements to which Enwave is a party resulting from that Board resolution will be with Enwave under its new ownership structure, as discussed with the Board at that time.

9. Conflicts of Interest

None.

10. Attachments

1. Transmittal Letter
2. Request from Enwave, which includes the draft Acknowledgment Regarding Transaction and Approval of Qualified Assignee
3. Report from RSM Energy

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the Interim President of LSU, or his or her designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver an Acknowledgment Regarding Transaction and Approval of Qualified Assignee related to the proposed sale of Enwave from Brookfield to Raptor Bid Co. I as required by the terms of the First Amendment to Cooperative Endeavor Agreement dated March 1, 2013, and to provide any other approvals or authorizations necessary for the proposed sale.



March 25, 2021

Mr. Patrick H Martin, V
Assistant Vice President
Louisiana State University
201 Facilities Services Bldg.
Engineering lane
Baton Rouge, LA 70803

In Reference: Consent to transfer of ownership of Brookfield District Energy d/b/a Enwave

Dear Mr. Martin:

The LSU Board of Supervisors is asked to approve the sale of the provider of certain utility services to the New Orleans campus. The Board should Acknowledge and Approve this transaction from Brookfield/Enwave to a new consortium. The existing agreement requires the consent to the transfer from LSU which cannot be unreasonably withheld.

The contractual arrangements with the new entity are essentially similar to the existing contractual and related documents for the same service. The agreement the Board is asked to sign will not charge the services now provided. The new owner has a financial structure similar to the existing owner. If any other investments by the new owners have problems, they will not affect this investment. There is no increase in risk for the LSU.

In asking for the Board's approval of this transaction Enwave provides information about newly formed Raptor Bid Co and its investors Ullico, QIC and CalPERS which will have indirect ownership. Enwave supplied information about these entities. A review of publicly available information via the internet supports the provided information. These appear to be financially strong investors.

Sincerely,

James H Clarkson

James H Clarkson
Resource Supply Management



CAMPUS CORRESPONDENCE

To: Thomas C. Galligan, Jr., LSU Interim President **Date:** March 29, 2021

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

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

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

Re: Board of Supervisors Agenda, April 10, 2021
Request from LSUHSC-NO for Acknowledgment and Approval of a Qualified Assignee for Brookfield District Energy, USA

This request will authorize the President of LSU, or designee, to execute and deliver an Acknowledgment Regarding Transaction and Approval of Qualified Assignee related to the proposed sale of Enwave from Brookfield to Raptor Bid Co. I as required by the terms of the First Amendment to Cooperative Endeavor Agreement dated March 1, 2013, and to provide any other approvals or authorizations necessary for the proposed sale.

I recommend that this item be included on the agenda for the April 10, 2021 LSU Board of Supervisors meeting.



Enwave Energy Corporation
Doug Castleberry
President & COO
10809 Executive Center Drive
Searcy Building, Plaza 9
Little Rock, AR 72211
501 859-8815 T
501 352-3543 C

February 26, 2021

Via Federal Express

Board of Supervisors of Louisiana State University
Agricultural and Mechanical College
c/o Louisiana State University Health Sciences Center
433 Boliver Street, Suite 815
New Orleans, Louisiana 70112
Attn: Assistant Vice Chancellor, Facilities

Via Federal Express

Board of Supervisors of Louisiana State University
Agricultural and Mechanical College
c/o Office of Properties and Facilities, LSU System Office
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Director of Facility Planning

Re: Potential Sale of Brookfield District Energy USA, LLC d/b/a Enwave USA

Ladies and Gentlemen:

BIF II District Energy Carry (Delaware) LP, a Delaware limited partnership ("District Energy Carry") and BIP District Energy US Holdings, L.P., a Delaware limited partnership ("US Holdings" and, together with District Energy Carry, "Sellers"), are party to a transaction (the "Transaction") pursuant to which they intend to sell one hundred percent (100%) of the issued and outstanding equity interests in BIF II US District Energy Holdings LLC, a Delaware limited liability company (the "Target Company"), to Raptor Bid Co 1 LLC, a Delaware limited liability company ("Buyer"). The Target Company indirectly owns one hundred percent (100%) of the issued and outstanding equity interests in Brookfield District Energy, USA, LLC (the "Company"). Buyer is a newly formed special purpose entity owned by a consortium comprised of Ullico Infrastructure Master Fund, L.P. ("Ullico"), QIC Limited ("QIC") and the California Public Employees' Retirement System ("CalPERS"), who indirectly own all of the outstanding limited liability company membership interests in Buyer through their respective subsidiaries. At the close of the Transaction, Ullico, through its subsidiary, will hold between a twenty and twenty-five percent (20-25%) indirect equity interest in the Company, while QIC and CalPERS, through a number of subsidiaries, will hold the remaining seventy-five to eighty percent (75-80%) indirect equity interest in the Company.

In accordance with that certain Cooperative Endeavor Agreement dated effective as of November 1, 1998 (as amended, supplemented and modified, the “CEA”), the Company hereby requests a determination from the Board of Supervisors of Louisiana State University Agricultural and Mechanical College (the “Board of Supervisors”) that Buyer is a “Qualified Assignee” under the CEA. Capitalized terms used but not defined in this letter shall have the meaning given to them in the CEA.

Section 6.8 of the CEA First Amendment defines a “Qualified Assignee” as “an entity that: (i) has adequate financial resources for performance of the Company’s obligations under the Transaction Documents or has the ability to obtain such resources as required during performance; (ii) has the necessary experience, organization, technical qualifications and skills to perform its obligations under the Transaction Documents or has the ability to obtain such qualifications and skills (this may include contractor or subcontractor arrangements or the hiring or retention of key personnel of the Company; (iii) does not have an unsatisfactory record of contract performance; and (iv) has not been debarred or suspended for cause from entering into contracts with the Board of Supervisors of the State of Louisiana.”

Description of Transaction. As set forth above, Buyer would indirectly purchase one hundred percent (100%) of the issued and outstanding equity interests in the Company. The Transaction would result in a change in control of the Company, but would not require the Company to assign any of the Transaction Documents to any other entity.

Financial Information. In 2010, Ullico was established to assist in the construction, maintenance, and refurbishment of America’s infrastructure. As of December 31, 2020, Ullico had approximately \$3.26 billion in commitments on behalf of 215 investors, with 18 portfolio investments across the transportation, energy and utility sectors in the U.S. and Canada.

QIC is a leading global diversified alternative investment manager with over A\$85 billion in assets under management (as of December 31, 2020), focusing on infrastructure, real estate, liquid strategies, private capital and multi-asset solutions. QIC currently provides investment management services to over 115 clients based in Australia and internationally. Owned by the Queensland Government, QIC operates as an independent and fully commercial entity under the Queensland Investment Corporation Act 1991 (QLD). Additional information concerning QIC is available at www.qic.com.

CalPERS is an agency in the California executive branch that manages pension and health benefits for more than 2 million California public employees, retirees, and their families. CalPERS is administered by the State of California and is the nation’s largest public pension fund, with assets totaling approximately \$444 billion as of February 1, 2021. Its investments span domestic and international markets across asset classes including real assets (real estate, infrastructure and forestland), public equities, fixed income and private equity.

Additional information regarding Ullico, QIC, and CalPERS, and their respective affiliates, is available upon request.

LSU Board of Supervisors

February 25, 2021

Page 3

Buyer's Operational Expertise. Buyer will retain the Company's current management to run and manage the District Energy Plant that serves the University's facilities pursuant to the CEA. Additional information regarding the Company's District Energy facilities and experience is attached hereto. The Company operates the U.S. facilities described in the attached materials.

As set forth above, we request your approval of Buyer as a "Qualified Assignee" under the CEA. Attached hereto is a draft of the Acknowledgment Regarding Transaction and Approval of Qualified Assignee (the "Approval") for your review and approval. For reference, I also have included a marked copy of the Approval that shows changes from the signed approval that the Board of Supervisors provided in 2013 in connection with the prior change of control of the Company.

Please contact me if you have questions regarding this matter. I look forward to receiving a signed copy of the attached Approval from you at your earliest convenience.

Regards,

A handwritten signature in blue ink, appearing to read "Doug Castleberry", with a long horizontal flourish extending to the right.

Doug Castleberry

Enclosures

Buyer's Operational Expertise

(attached)

Enwave Energy Corporation Overview

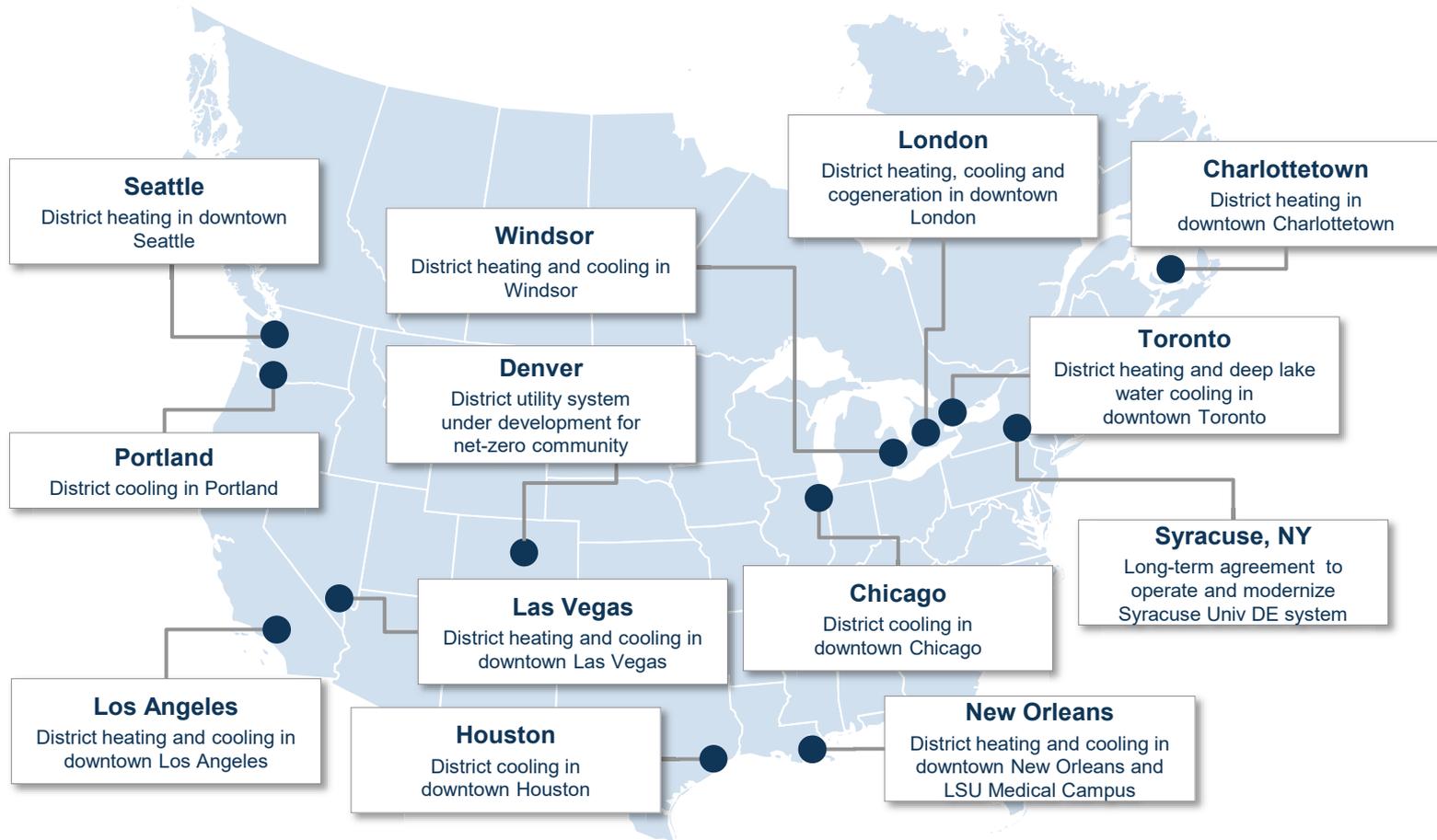
April 2020



‘70% of the world’s energy is consumed in cities, half the energy is used for heating and cooling. District Energy is one of the most effective way to deal with climate change.’

District Energy in Cities Initiative – United Nations Environment

North America's Largest Core Competency District Energy Platform



- 17 heating plants (conventional, cogeneration, biomass, waste-to-energy) – **3,400,000 pph of steam capacity**
- 21 chilled water plants (conventional, deep lake water cooling) – **330,000 tons of cooling capacity**
- Over **800 customers** including universities, hospitals, medical centers, hotels and commercial buildings

Enwave's Operating System has a significant portfolio and experience with core/sustainable energy technologies.

1

Generate

- Chillers/Boilers
- CHP
- Deep Lake Water Cooling
- Biomass
- Geothermal
- Heat Pumps
- Waste Heat Recovery
 - Municipal Waste
 - Sewage

2

Store

- Ice Battery
- Chilled Water Storage
- Hot Water Storage
- Geothermal
- Electricity Storage Batteries

3

Deliver

- Distribution Pipe
- Utility Transmission
- Microgrid
- Ambient Loop

Enwave has a proven operating model that leverages best practice and scale to ensure the local team has the resources and support to ensure reliability and responsiveness

Safety		<ul style="list-style-type: none">• Employees, contractors, sub-contractors, and end users• Senior executives of operating businesses have full accountability• Together with training, focus is on identifying, assessing, and prevention
Distribution Monitoring & Metering		<ul style="list-style-type: none">• Real Time Controls and Data Feedback• Economic Dispatch• Plant and Field Operating Staff
Reliability		<ul style="list-style-type: none">• Industry Leading Preventive Maintenance• In-house Chemistry Management and Destructive Testing• N+1 Redundancy, Co-ordinated Emergency Planning with Customers
Efficiency		<ul style="list-style-type: none">• Improved efficiency via Operations optimization and Capital Investment• Work effectively with building operators
Engineering Project Management		<ul style="list-style-type: none">• Engineering Design• Project Delivery and Commissioning (\$1 billion projects deployed)• Franchise Agreements – Rights Way, Civil Works, etc.
Procurement		<ul style="list-style-type: none">• Scale Procurement and Hedging Expertise (Nat Gas, Electricity)• Leverage with Approved Vendors on Equipment and Services
Regulatory & System Growth		<ul style="list-style-type: none">• Local legislation – Understanding and Compliance Management• Experience in Connecting Additional Campuses or Third-Party Commercial Customers

Form of Qualified Assignee Acknowledgment

(clean copy attached)

ACKNOWLEDGMENT REGARDING TRANSACTION AND APPROVAL OF QUALIFIED ASSIGNEE

THIS ACKNOWLEDGMENT REGARDING TRANSACTION AND APPROVAL OF QUALIFIED ASSIGNEE (this “Acknowledgment”) is entered into effective as of the last date set forth in the signature blocks below, by and between the 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 (the “Board of Supervisors”) and BROOKFIELD DISTRICT ENERGY, USA, LLC, a Delaware limited liability company (the “Company”).

RECITALS

WHEREAS, the Company has informed the Board of Supervisors that BIF II US District Energy Holdings LLC, a Delaware limited liability company (“Target Company”), indirectly owns one hundred percent (100%) of the issued and outstanding equity interests (the “Interests”) in the Company;

WHEREAS, the Company has informed the Board of Supervisors that Raptor Bid Co 1 LLC, a Delaware limited liability company (“Buyer”), BIF II District Energy Carry (Delaware) LP, a Delaware limited partnership (“District Energy Carry”) and BIP District Energy US Holdings, L.P., a Delaware limited partnership (“US Holdings” and, together with District Energy Carry, “Sellers”), are parties to that certain Purchase and Sale Agreement dated as of February 1, 2021, pursuant to which Sellers have agreed to sell, and Buyer has agreed to purchase, one hundred percent (100%) of the issued and outstanding equity interests in the Target Company (which indirectly owns the Interests), subject to the terms and conditions thereof (the “Transaction”);

WHEREAS, the Company has informed the Board of Supervisors that Buyer is a newly formed special purpose entity owned by a consortium comprised of Ullico Infrastructure Master Fund, L.P. (“Ullico”), QIC Limited (“QIC”) and the California Public Employees’ Retirement System (“CalPERS”), who indirectly own all of the outstanding limited liability company membership interests in Buyer through their respective subsidiaries;

WHEREAS, at the close of the Transaction, Ullico, through its subsidiary, will hold between a twenty and twenty-five percent (20-25%) indirect equity interest in the Company, while QIC and CalPERS, through a number of subsidiaries, will hold the remaining seventy-five to eighty percent (75-80%) indirect equity interest in the Company;

WHEREAS, the Company and the Board of Supervisors are parties to that certain Cooperative Endeavor Agreement dated effective as of November 1, 1998, including all schedules, exhibits, attachments, annexes and other supplements thereto, including Addendum “A” and Addendum “B”, all contracts and agreements thereunder, and all other documents incorporated by reference therein or executed at any time by the parties thereto in connection

with or in furtherance of the transactions contemplated by the Cooperative Endeavor Agreement (all as amended, supplemented, clarified, and modified from time to time, the “CEA”);

WHEREAS, Company has informed Board of Supervisors that the Transaction will result in a change of control of Company as set forth herein, but that the Company will survive the Transaction; that the Transaction will not require the Company to assign or otherwise transfer, in whole or in part, the CEA or any interest therein; that after the Transaction, Company will remain the contracting entity under the CEA; and that Company will not assign or otherwise transfer, in whole or in part, the CEA or any interest therein in connection with or as a result of the Transaction;

WHEREAS, pursuant to the applicable provisions of the CEA, the Company has requested that the Board of Supervisors acknowledge that the Transaction meets all of the applicable requirements for such transactions set forth in Article 6 of the First Amendment to Cooperative Endeavor Agreement entered into effective as of March 1, 2013 (the “First Amendment”), and to make a determination that Buyer is a Qualified Assignee under the First Amendment;

WHEREAS, the Company has provided certain operational and financial information (the “Information”) about Buyer which has been reviewed by the Board of Supervisors, and Board of Supervisors has requested that Company provide Board of Supervisors with additional such Information and with additional details regarding the Transaction;

WHEREAS, pursuant to the applicable provisions of the First Amendment and on the terms and as set forth herein, Board of Supervisors desires to acknowledge that the Transaction, as described by Company to Board of Supervisors, meets all of the applicable requirements for such transactions set forth in Article 6 of the First Amendment; and

WHEREAS, pursuant to the applicable provisions of the First Amendment, the Board of Supervisors desires to approve Buyer as a Qualified Assignee (as such term is defined in the First Amendment) based on the Information provided by Company to Board of Supervisors and on the terms and as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings expressed herein and in the CEA, the parties do hereby agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated into the body of this instrument as if fully rewritten and restated herein. Capitalized terms used but not defined in this Acknowledgment shall have the meaning given to them in the CEA and references herein to “Article” or “Section” shall be to articles or sections of the First Amendment.

2. Pursuant to the applicable provisions of the CEA (including without limitation Section 6.2, Section 6.4(b), and Section 6.8 of the First Amendment), and based on the description of the Transaction provided by Company to Board of Supervisors, Board of Supervisors hereby acknowledges that the Transaction, including without limitation, the sale of

the Interests by Sellers to Buyer, meets all of the applicable requirements for such transactions set forth in Article 6 of the First Amendment.

3. Pursuant to the applicable provisions of the CEA (including without limitation Section 6.8 of the First Amendment), and based in significant part on its review of the Information provided by Company to Board of Supervisors, Board of Supervisors hereby approves the designation of Buyer as a Qualified Assignee.

4. The Transaction shall not affect, and the parties shall continue to be bound by, that certain Acknowledgment And Limited Waiver Agreement Regarding Addendum "A" To Cooperative Endeavor Agreement, and that certain Tri-Party Agreement Regarding Thermal Service Contracts, all of whose terms and conditions shall remain in full force and effect.

5. This instrument may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Digital signatures and other electronic signatures and copies of manual signatures transmitted by facsimile, e-mail or other electronic means shall be binding and considered fully effective as if they were authentic original signatures.

6. This Acknowledgment shall be governed by and construed in accordance with the laws of the State of Louisiana.

7. This Acknowledgment is not intended to confer upon any person or entity not a party hereto, other than such party's successor and assigns, any rights or remedies hereunder.

8. The acknowledgments and approvals set forth above are strictly and specifically limited to the Transaction and Buyer as described in the Information and description of the Transaction provided by Company to Board of Supervisors, and the granting of said acknowledgments and approvals by Board of Supervisors shall not be construed or interpreted as obligating Board of Supervisors to grant any further acknowledgments or approvals with respect to the CEA. All of the terms and conditions of the CEA shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Acknowledgment is effective as of the date first written above.

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

By: _____
Thomas C. Galligan Jr.

Title: Interim President,
Louisiana State University System

Date: _____

BROOKFIELD DISTRICT ENERGY, USA, LLC

By: _____
Douglas Castleberry

Title: President & COO

Date: _____

Please return signed copy to:

Brookfield District Energy, USA, LLC
1661 Gravier Street
New Orleans, Louisiana 70112
ATTN: Mr. Doug Castleberry
Doug.Castleberry@enwave.com

[Signature Page to Acknowledgment]

Marked Version Qualified Assignee Acknowledgment

(compared to 2013 version)

**ACKNOWLEDGMENT REGARDING TRANSACTION AND APPROVAL OF
QUALIFIED ASSIGNEE**

THIS ACKNOWLEDGMENT REGARDING TRANSACTION AND APPROVAL OF QUALIFIED ASSIGNEE (this “Acknowledgment”) is ~~made this ___ day of _____, 2013~~ entered into effective as of the last date set forth in the signature blocks below, by and between the 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 (the “Board of Supervisors”) and ~~ENERGY SOLUTIONS~~ BROOKFIELD DISTRICT ENERGY—LTD., USA, LLC, a Delaware limited liability company (the “Company”).

RECITALS

WHEREAS, the Company has informed the Board of Supervisors that ~~Energy Thermal~~ BIF II US District Energy Holdings, LLC, a Delaware limited liability company (“Energy Thermal Holdings”), ~~Target Company~~”, indirectly owns one hundred percent (100%) of the issued and outstanding equity interests (the “Interests”) in the Company;

WHEREAS, the Company has informed the Board of Supervisors that ~~District Energy Holdings, Raptor Bid Co 1~~ LLC, a Delaware limited liability company (“Buyer”), ~~an indirect subsidiary of Brookfield Asset Management, Inc.,~~ BIF II District Energy Carry (Delaware) LP, a Delaware limited partnership (“District Energy Carry”) and ~~Energy Thermal~~ BIP District Energy US Holdings, L.P., a Delaware limited partnership (“US Holdings” and, together with District Energy Carry, “Sellers”), are parties to that certain Purchase and Sale Agreement, dated ~~August 5, 2013~~ as of February 1, 2021, pursuant to which ~~Energy Thermal Holdings has~~ Sellers have agreed to sell, and Buyer has agreed to purchase, one hundred percent (100%) of the issued and outstanding equity interests in the Target Company (which indirectly owns the Interests), subject to the terms and conditions thereof (the “Transaction”);

WHEREAS, the Company has informed the Board of Supervisors that ~~as of the closing of the Transaction, Buyer will be an indirect subsidiary of investment vehicles comprising Brookfield~~ is a newly formed special purpose entity owned by a consortium comprised of Ullico Infrastructure Master Fund—II, L.P. (“Ullico”), QIC Limited (“QIC”) and the California Public Employees’ Retirement System (“CalPERS”), who indirectly own all of the outstanding limited liability company membership interests in Buyer through their respective subsidiaries;

WHEREAS, at the close of the Transaction, Ullico, through its subsidiary, will hold between a twenty and twenty-five percent (20-25%) indirect equity interest in the Company, while QIC and CalPERS, through a number of subsidiaries, will hold the remaining seventy-five to eighty percent (75-80%) indirect equity interest in the Company;

WHEREAS, the Company and the Board of Supervisors are parties to that certain Cooperative Endeavor Agreement dated effective as of November 1, 1998, including all

schedules, exhibits, attachments, annexes and other supplements thereto, including Addendum “A” and Addendum “B”, all contracts and agreements thereunder, and all other documents incorporated by reference therein, ~~effective as of November 1, 1998~~ or executed at any time by the parties thereto in connection with or in furtherance of the transactions contemplated by the Cooperative Endeavor Agreement (all as amended, supplemented, clarified, and modified from time to time, the “CEA”);

WHEREAS, Company has informed Board of Supervisors that the Transaction will result in a change of control of Company as set forth herein, but that the Company will survive the Transaction; that the Transaction will not require the Company to assign or otherwise transfer, in whole or in part, the CEA or any interest therein; that after the Transaction, Company will remain the contracting entity under the CEA; and that Company will not assign or otherwise transfer, in whole or in part, the CEA or any interest therein in connection with or as a result of the Transaction;

WHEREAS, pursuant to the applicable provisions of the CEA, the Company has requested that the Board of Supervisors acknowledge that the Transaction meets all of the applicable requirements for such transactions set forth in Article 6 of the First Amendment to Cooperative Endeavor Agreement entered into effective as of March 1, 2013 (the “First Amendment”), and to make a determination that Buyer is a Qualified Assignee under the First Amendment;

WHEREAS, the Company has provided certain operational and financial information (the “Information”) about Buyer which has been reviewed by the Board of Supervisors, and Board of Supervisors has requested that Company provide Board of Supervisors with additional such Information and with additional details regarding the Transaction;

WHEREAS, pursuant to the applicable provisions of the First Amendment and on the terms and as set forth herein, Board of Supervisors desires to acknowledge that the Transaction, as described by Company to Board of Supervisors, meets all of the applicable requirements for such transactions set forth in Article 6 of the First Amendment; and

WHEREAS, pursuant to the applicable provisions of the First Amendment, the Board of Supervisors desires to approve Buyer as a Qualified Assignee (as such term is defined in the First Amendment) based on the Information provided by Company to Board of Supervisors and on the terms and as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings expressed herein and in the CEA, the parties do hereby agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated into the body of this instrument as if fully rewritten and restated herein. Capitalized terms used but not defined in this Acknowledgment shall have the meaning given to them in the CEA and references herein to “Article” or “Section” shall be to articles or sections of the First Amendment.

2. Pursuant to the applicable provisions of the CEA (including without limitation Section 6.2, Section 6.4(b), and Section 6.8 of the First Amendment), and based on the description of the Transaction provided by Company to Board of Supervisors, Board of Supervisors hereby acknowledges that the Transaction, including without limitation, the sale of the Interests by ~~Entergy Thermal Holdings~~ Sellers to Buyer, meets all of the applicable requirements for such transactions set forth in Article 6 of the First Amendment.

3. Pursuant to the applicable provisions of the CEA (including without limitation Section 6.8 of the First Amendment), and based in significant part on its review of the Information provided by Company to Board of Supervisors, Board of Supervisors hereby approves the designation of Buyer as a Qualified Assignee.

4. The Transaction shall not affect, and the parties shall continue to be bound by, that certain Acknowledgment And Limited Waiver Agreement Regarding Addendum "A" To Cooperative Endeavor Agreement, and that certain Tri-Party Agreement Regarding Thermal Service Contracts, all of whose terms and conditions shall remain in full force and effect.

5. This instrument may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Digital signatures and other electronic signatures and copies of manual signatures transmitted by facsimile, e-mail or other electronic means shall be binding and considered fully effective as if they were authentic original signatures.

6. This Acknowledgment shall be governed by and construed in accordance with the laws of the State of Louisiana.

7. This Acknowledgment is not intended to confer upon any person or entity not a party hereto, other than such party's successor and assigns, any rights or remedies hereunder.

8. The acknowledgments and approvals set forth above are strictly and specifically limited to the Transaction and Buyer as described in the Information and description of the Transaction provided by Company to Board of Supervisors, and the granting of said acknowledgments and approvals by Board of Supervisors shall not be construed or interpreted as obligating Board of Supervisors to grant any further acknowledgments or approvals with respect to the CEA. All of the terms and conditions of the CEA shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Acknowledgment is effective as of the date first written above.

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

By: _____
~~Dr. F. King Alexander~~
Thomas C. Galligan Jr.

Title: Interim President,
Louisiana State University System
ENERGY SOLUTIONS

Date: _____

**BROOKFIELD DISTRICT ENERGY ~~LTD., USA,~~
LLC**

By: _____
Douglas Castleberry

Title: ~~Vice~~ President & COO

Date: _____

Please return signed copy to:

~~Energy Solutions~~Brookfield District Energy ~~Ltd., USA,~~ LLC
1661 Gravier Street
New Orleans, Louisiana 70112
ATTN: Mr. Doug Castleberry
~~DCASTLE@energy.com~~Doug.C
astleberry@enwave.com

~~[Signature Page to Consent]~~edgment]



Board of Supervisors

HEALTHCARE & MEDICAL EDUCATION COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 10, 2021



Board of Supervisors

Request to Revise the Committee Recommendation on the Addition of an Ex Officio Member to the Ochsner/LSU Health Shreveport (OLHS) Board of Directors and Selection of Member

Date: April 10, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

On September 7, 2018, the LSU Board of Supervisors approved a cooperative endeavor agreement between LSU Health Sciences Center Shreveport (also referred to as LSU Health Shreveport) and Ochsner Health System of North Louisiana for the joint ownership (also referred to as "OLHS") of the hospitals located in Shreveport and Monroe owned by the LSU Board and managed by LSU Health Sciences Center Shreveport. The ownership arrangement allowed for the creation of a 501(c)3 corporation with the board of directors appointed evenly by both parties.

Subsequently, the LSU Board of Supervisors approved a change in the Uniform Affiliation Agreement outlining its relationship with affiliated non-profit support organizations and allowing for participation on those affiliates' boards of directors by members of the LSU Board of Supervisors. It was determined by the Office of General Counsel & Legal Affairs that OLHS did not require an affiliation agreement as LSU owned 50% of the operation, which is different than a wholly separate affiliated organization. A similar determination was made for University Medical Center in New Orleans due to the fact that LSU had required representation on that UMC board of directors which owned the facility, but leased the operations to a separate vendor.

At the request of members of the Board of Supervisors, a proposal was made at the April 8, 2021 and presented to the Committee on Healthcare & Medical Education. The committee approved the recommendation which included a provision that the President was authorized to appoint the representative in consultation with the Chair. Subsequent

to approval, the committee then deliberated on the selection process of the representatives, and it was suggested that the chair of the Healthcare & Medical Education Committee should serve as the representatives. The committee-approved resolution and the proposed language to the Board are in conflict.

To alleviate the conflict, the committee chair is recommending that the proposal be amended through committee action to limit the action to a request to the OLHS board of directors. A second resolution presented to the committee for approval will establish the selection process.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

Ochsner Health System as part owner of the health operation.

8. Related Transactions

Uniform Affiliation Agreement template approved by the Board of Supervisors on March 6, 2020.

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby request the

Ochsner/LSU Health Shreveport System of North Louisiana to amend its bylaws to add an ex officio position to be filled by a member of the Board of Supervisors.



Board of Supervisors

Request to Establish the Selection Process for Board Representatives to Serve on Hospital Oversight Boards of Directors

Date: April 10, 2021

1. Bylaw Citation

Pursuant to Article VII, Section 1L

L. Other Significant Matters

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

2. Summary of Matter

In an April 8, 2021 meeting of the Healthcare & Medical Education Committee, members of the committee expressed a consensus that the selection of representatives to the Ochsner/LSU Health Shreveport Health System (OLHS) of North Louisiana and the University Medical Center Management Corporation should be established and the selection follow the same parameters. At that meeting in a discussion on Board membership on OLHS board of directors, the committee recommended that the selection be made by the President in consultation with the Chair of the Board and the chair and vice chair of the committee having oversight jurisdiction of health affairs. This resolution is to propose that process.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

Ochsner/LSU Health Shreveport Health System of North Louisiana and University Medical Center Management Corporation in New Orleans

8. Related Transactions

None.

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the “Board”) does hereby require that one of its members shall serve on the board of directors of University Medical Center Management Corporation and one of its members shall serve on the board of directors of the Ochsner/LSU Health Shreveport Health System of North Louisiana in a capacity accorded by those organizations’ bylaws; and,

BE IT FURTHER RESOLVED, that the Board member serving as chair of the Board’s Committee on Healthcare and Medical Education, or its successor committee, or the vice chair should the chair not be available, shall serve as the Board of Supervisors representative on the Ochsner/LSU Health Shreveport Health System of North Louisiana in accordance with that board’s bylaws; and,

BE IT FURTHER RESOLVED, that when the instance shall arise that neither the chair or vice chair of the Board’s Committee on Healthcare and Medical Education shall not be available to serve on the OLHS board of directors, the Chair of the Board may appoint a person from the membership of the LSU Board of Supervisors; and,

BE IT FURTHER RESOLVED, the President, in consultation with the Chair of the Board and chair of the Healthcare and Medical Education Committee, shall designate one member of the Board of Supervisors to serve on the board of directors of University Medical Center Management Corporation.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING APRIL 10, 2021

MINUTES
LSU BOARD OF SUPERVISORS MEETING
*Noland/Laborde Hall, Lod Cook Alumni Center
3838 W. Lakeshore Drive, Baton Rouge, LA 70808
Friday, March 5, 2021 | Time: 10:00 a.m. CT*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on March 5, 2021.

Present

Mr. Robert Dampf, Chair
Mr. Rémy Voisin Starns, Chair-elect
Ms. Mary Leach Werner, Past Chair
Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. Jay Blossman
Mr. Stone Cox
Mr. Wayne Brown
Ms. Valencia Sarpy Jones
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Mr. James Williams
Mr. Jimmie Woods
Mr. Richard Zuschlag

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Stone Cox, and the Pledge of Allegiance was led by Ms. Hannah Barrios, LSU Student Government Vice President.

III. Public Comment

Ms. Caroline Schroeder registered and provided public comment.

IV. Report by Husch Blackwell on Title IX Allegations at LSU A&M

Mr. Scott Schneider and Ms. Paige Duggins-Clay, both of the firm Husch Blackwell, presented a comprehensive report on allegations of misconduct on the part of LSU personnel and the deficiencies in the processes pertaining to federal Title IX regulations.

The report is attached.

The Board recessed and the Interim President Galligan held a press conference to discuss the Husch Blackwell report.

V. Committee Meetings

Mr. Dampf adjourned the regular meeting to convene the committee meetings.

5.A. **Academic & Research Committee**

Ms. Jones presented several accolades the University had received.

5.A.1. Request from LSU A&M to Name the Barnes Ogden Studio Arts Complex

Dean Alkis Tsolakis presented in support of the naming.

Upon motion of Mr. Anderson and seconded by Ms. Werner, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the studio arts complex the "Barnes Ogden Studio Arts Complex."

5.A.2. Request from LSU A&M to Rename the LSU Mary Bird Perkins Cancer Center Medical and Health Physics Program to the Dr. Charles M. Smith Medical and Health Physics Program

Dean Cynthia Peterson presented in support of the naming.

Upon motion of Ms, Werner and seconded by Mr. Blossman, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to rename the LSU Mary Bird Perkins Cancer Center Medical and Health Physics Program to the Dr. Charles M. Smith Medical and Health Physics Program.

5.A.3. Request from LSU A&M to Name the Jim and Laura Parr Professional Sales Lab

Dean Jared Llorens presented in support of the naming.

Upon motion of Mr. Armentor and seconded by Mr. Blossman, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the Jim and Laura Parr Professional Sales Lab.

5.A.4. Request from LSU Health Sciences Center Shreveport to Establish a Master of Science in Medical Sciences

Upon motion of Mr. Anderson and seconded by Mr. Cox, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to establish the Master of Science in Medical Sciences.

5.A.5. Request from LSU Alexandria for a Letter of Intent for the Bachelor of Applied Arts & Sciences

Upon motion of Mr. Cox and seconded by Mr. Anderson, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria for a Letter of Intent for the Bachelor of Applied Arts & Sciences.

5.A.6. Request from LSU Alexandria to Restructure the College of Arts & Sciences and Create Two New Departments within the College of Business

Upon motion of Mr. Armentor and seconded by Mr. Starns, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to restructure by creation of colleges and reassignment of existing departments as follows:

- Elimination of the College of Arts & Sciences
- Establishment of the College of Social Sciences, and assignment under the management of that college the Departments of Criminal Justice, History & Political Science, and Psychology.
- Establishment of the College of Liberal Arts, which shall manage the Departments of Communication & Arts and English & Humanities, both departments being authorized and established through approval of this resolution;
- Establishment of the College of Natural Sciences & Mathematics, which shall manage the Department of Biological Sciences, as well as the new Departments of Chemistry & Physics and Mathematics & Computer Science, both departments being authorized and established through approval of this resolution;
- Establishment the Department of Management & Marketing under the management of the College of Business
- Establishment the Department of Accounting & Finance under the management of the College of Business

5.A.7. Request from LSU Shreveport to Establish the Undergraduate Certificate in Artificial Intelligence

Upon motion of Mr. Starns and seconded by Ms. Werner, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish an Undergraduate Certificate in Artificial Intelligence.

5.A.8. Request from LSU Shreveport to Establish the Undergraduate Certificate in Cyber Security and Networking

Upon motion of Mr. Starns and seconded by Mr. Armentor, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish an Undergraduate Certificate in Cyber Security and Networking.

5.A.9. Request to Amend Article II Section 14 of the Regulations of the Board of Supervisors

Upon motion of Mr. Starns and seconded by Mr. Blossman, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby amend Article II. Section 14 of the Regulations of the Board to now read:

A. Eligibility

A faculty member on one of the various campuses of the University who has attained national, or as appropriate, international distinction for outstanding teaching, research, or other creative achievement may be designated a "Boyd Professor." The "Boyd Professorship" shall be regarded as the highest professorial rank awarded by the University. No Professor holding an administrative position of the rank of dean or above shall be eligible for designation as a "Boyd Professor."

B. Procedure of Nomination

Nomination of a Professor for designation as a "Boyd Professor" shall originate with a dean or deans (in the case of split appointments) or a director of a school, which is not a college, in which a nominee holds professorial status. The nomination shall be addressed to a review committee through the Chancellor of the campus on which the nominee is a faculty member or, for faculty members of LSU, through the President or his or her designee. The nomination by deans or directors shall be reviewed by a

committee comprised of the chief academic officer of the University, who shall serve as chair, two emeriti Boyd Professors, and three current Boyd Professors appointed by the President from throughout the University.

5.A.10. Consent Agenda

- a. Request from the LSU Agricultural Center for Continued Authorization of the Institute for Bioproducts & Bioprocessing
- b. Request from the LSU Agricultural Center for Continued Designation of the Center of Research Excellence in Plant Biotechnology & Crop Development
- c. Request from LSU A&M to Establish the Adele W. and Robert Anding Professorship
- d. Request from the LSU Agricultural Center to Establish the Arlene and Joseph Meraux Professorship
- e. Request from LSU Health Sciences Center - Shreveport to Establish the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3
- f. Request from LSU Health Sciences Center - Shreveport to Establish the Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity, and Excellence in Academics in the School of Allied Health Professions
- g. Request from LSU A&M to Name the Beau J. Box Special Teams Meeting Room
- h. Request from LSU A&M to Name the Andrew L. Yates and Christopher J. Cedotal Wide Receiver Meeting Room

Upon motion of Ms. Werner and seconded by Mr. Anderson, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center for continued authorization of the Louisiana Institute for Bioproducts & Bioprocessing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center for continued designation of the Center of Research Excellence in Plant Biotechnology & Crop Development.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Adele W. and Robert D. Anding Professorship.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Adele W. and Robert D. Anding Professorship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center to establish the Arlene and Joseph Meraux Professorship.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Arlene and Joseph Meraux Professorship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3; and,

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Sandra and Jerry Martin Endowed Scholarship for Medical Students-3.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center in Shreveport to establish the Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity and Excellence in Academics in the School of Allied Health Professions (IDEA Scholarship); and,

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Margaret S. Shehee and David N. Cole Endowed Scholarship for Inclusion, Diversity, and Excellence in Academics in the School of Allied Health Professions (IDEA Scholarship).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the Beau J. Box Special Teams Meeting Room.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to Name the Andrew L. Yates & Christopher J. Cedotal Wide Receiver Meeting Room.

5.B. Finance Committee

5.B.1. Request from LSU Alexandria to Approve Course Fees as Part of the Aviation Management Program

Ms. Jones and Mr. Brown provided supportive comments. Upon motion of Mr. Anderson and seconded by Mr. Woods, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“Board”) that the Board approves the proposed course fees associated with the Aviation Management program; and,

BE IT FURTHER RESOLVED by the Board authorizes the President of LSU, or his designee, to make any adjustments necessary in the future to keep these course fees consistent with the actual amounts charged by the FAA-approved partner flight school, pending legislative approval.

5.B.2. Request from LSU Health Sciences Center - Shreveport for Approval to Waive Fees in For Specific Financial Aid Programs

Upon motion of Mr. Woods and seconded by Mr. Morris, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the LSU Health Sciences Center in Shreveport to exempt or waive the non-resident fee for one recipient of the Academic Achievement Tuition Waiver, the Underrepresented Ethnic or Racial Group Tuition Waiver, and the Disadvantaged Background Tuition Waiver programs.

5.B.3. Informational Report on Information Technology Upgrade Related to Student Records System

Ms. Torres presented a timeline on the public solicitation for the replacement of the student record system.

5.B.4. Forecast of Major Procurement

Ms. Torres presented a list of major procurements and the scheduled dates for new contracts to be in place.

5.C. Property & Facilities Committee

5.C.1. Request from LSU A&M to Amend the Foundation Office Building Lease

Upon motion of Mr. Brown and seconded by Mr. Morris, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), does hereby authorize the President of LSU, or designee, acting on behalf and in the name of the Board, and in consultation with General Counsel, to execute a Second Amendment to Ground Lease for Construction of the LSU Foundation Office Building with Foundation Office Building, LLC, with the amendment containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

5.C.2. Request from LSU A&M to Amend the Ground Lease with the LSU Research Foundation

Upon motion of Mr. Armentor and seconded by Mr. Morris, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), does hereby authorize the President of LSU, or designee, acting on behalf and in the name of the Board, and in consultation with General Counsel, to execute a First Amendment to the Cooperative Endeavor Agreement between LSU and the LSU Research Foundation dated January 10, 2020, with the amendment containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

5.C.3. Request from LSU A&M to Consent to Financing by Chi Omega

Upon motion of Mr. Armentor and seconded by Ms Jones, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), does hereby authorize the President of LSU, or designee, acting on behalf and in the name of the Board, and in consultation with General Counsel, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by Phi Gamma of Chi Omega House Corporation from ServisFirst Bank or such other financing entity as it may designate as required by the terms of its Agreement and Act of Lease with LSU dated February 9, 1965 and to provide any other approvals or authorizations necessary for this project.

BE IT FURTHER RESOLVED that any reference herein to Chi Omega or Phi Gamma of Chi Omega House Corporation shall include any special purpose entity formed and controlled by Chi Omega for the purpose of furthering this transaction.

5.C.4. Report on February Winter Storm Damage to University Facilities and Services

Ms. Torres presented an overview of damage occurring at numerous campuses during the February winter storms.

5.D. Healthcare & Medical Education Committee

5.D.1. Presentation on Memorandum of Understanding between LSU Health Sciences Centers Related to Certified Registered Nurse Anesthesia Program.

Ms. Liz Sumrall, Chancellor G.E. Ghali, and Chancellor Larry Hollier presented their joint effort for a certified registered nurse anesthesia program conducted by LSU Health Sciences Center New Orleans School of Nursing at the LSU Health Sciences Center Shreveport.

5.E. Athletics Committee

5.E.1. Request from LSU A&M to Approve Employment Contract for Mary Fran Flory, Head Volleyball Coach

Upon motion of Ms. Jones and seconded by Mr. Temple, the motion was adopted without objection.

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

5.E.2. Request from LSU A&M to Approve New Employment Contracts for Five Assistant Coaches

Upon motion of Mr. Zuschlag and seconded by Mr. Woods, the motion was adopted without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to sign the contract with Jacob Peetz, Deronte Jones, Blake Baker, Danial Mangas, and Rubin Carter as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

VI. Reconvene Board Meeting

After adjournment of the Committee Meetings, the Regular Board Meeting was called back to order.

VII. Approval of Board Minutes

- A. Minutes from the January 15, 2021 Board Meeting
- B. Minutes from the February 23, 2021 Board Meeting

Upon motion of Mr. Zuschlag and seconded by Mr. Starns, the motion to accept the Minutes was adopted without objection.

VIII. Report from Chair of Presidential Search Committee

An update was provided on the status of the presidential search.

IX. Approval of Personnel Actions

Upon motion by Mr. Dampf and without objection, the personnel actions report was accepted.

X. Reports from Council of Staff Advisors and Council of Faculty Advisors

Professor Jim Robinson provided the report of the Faculty Advisors. He advocated for faculty to have a seat on the Board, raised concern about the lack of information on vaccinations on campuses and the return to in-person instruction, LSU's continuance on the AAUP censure list. Mr. Williams inquired about a proposed, but not adopted, required course on race. Prof. Mandi Lopez responded to that issue.

Ms. Courtney Fruge presented the Staff Advisors report.

XI. Approval of Committee Reports

Upon motion of Mr. Cox and seconded by Mr. Armentor, the motion to accept all committee recommendations was adopted without objection.

XII. Reports to the Board

A. 2nd Quarter Informational Board Report

B. Facility Summary Reports

1. Capital Improvements Projects above \$175,000
2. Design Contracts Report
3. Foundation Construction Related Agreements
4. Grants of Mineral Rights
5. Other Agreements and Approval Requests
6. Property Lease Report
7. Schematic Design Report
8. Servitudes Report
9. Timber Sales Report
10. Transfer of Title Immovable Property

C. LSU FY 2020-21 Semi-annual Financial Report for Period Ending December 31, 2020

D. LSU FY 2020-21 Quarterly Investment Report for Quarter Ending December 31, 2020

Upon motion of Mr. Woods and seconded by Mr. Morrow, the motion to accept the reports to the Board was adopted without objection.

XIII. President's Report

President Galligan reported on the following: Husch Blackwell investigation; new Title IX office and policies; diversity and inclusion; COVID-19; campus highlights; and 2021-22 academic year.

XIV. Chair's Report

Mr. Dampf thanked Husch Blackwell and LSU employees for the work to complete the report related to Title IX. He also thanked Mr. Brown and the members of the administration for their work on the utility modernization initiative debated in the previous Board meeting. He expressed appreciation to the governor for a proposed budget that reinvested money into higher education.

XV. Adjournment

Without objection, the meeting was adjourned.

HUSCH BLACKWELL

Louisiana State University Title IX Review

March 3, 2021

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President Galligan:

As you know, in November 2020, *USA Today* published an article titled “LSU mishandled sexual misconduct complaints against students, including top athletes”¹ which chronicles a number of incidents where Louisiana State University² purportedly mishandled reports of sexual and related misconduct.

In response to this article, the University retained Husch Blackwell to conduct an independent review of various Title IX-related incidents, including the items identified in the story, with the goal of answering at least three broad questions:

1. Whether the University and its employees handled the matters identified by the *USA Today* article in a manner consistent with obligations under Title IX,³ widely recognized best practices, and University policy;
2. Whether Title IX-related misconduct involving LSU student athletes has been systematically siloed in the University’s Athletics Department and not shared with the University’s Title IX Office; and
3. Whether the University is appropriately handling Title IX-related matters which are reported to its Title IX Office.

Additionally, to the extent information gleaned over the course of our review uncovered concerns, you asked Husch Blackwell to make recommendations (informed by community input) designed to address those concerns with the overarching goal of meaningfully improving LSU’s efforts to prevent and effectively respond to sex-based misconduct and creating a Title IX program that the University community could have confidence in.

Husch Blackwell began its review in late November 2020. We appreciate the cooperation and assistance we have received from various members of the University community to our myriad requests for information. Since being retained, Husch Blackwell has interviewed nearly 50 current and former University employees, students, witnesses, and other University community stakeholders.

¹ Kenny Jacoby, *LSU mishandled sexual misconduct complaints against students, including top athletes*, USA TODAY, November 16, 2020, <https://www.usatoday.com/in-depth/sports/ncaaf/2020/11/16/lsu-ignored-campus-sexual-assault-allegations-against-derrius-guice-drake-davis-other-students/6056388002/>. Throughout this report, we refer to this article as the “*USA Today* article.”

² Throughout this report, we refer to Louisiana State University as “LSU” or the “University.” All references to LSU or University are limited to the Baton Rouge campus.

³ The University requested Husch Blackwell to assess whether the University’s handling of Title IX-related matters was consistent with institutional Title IX obligations. The contours of those obligations have evolved over the approximately 50 years since Title IX became law and changed considerably when the Trump Administration promulgated new Title IX regulations which became effective in August 2020. A comprehensive review of the University’s compliance with the Clery Act was outside the scope of our review. Nevertheless, Clery Act compliance is a significant piece of any institution’s overall federal compliance obligations, and there is considerable overlap between Title IX and Clery compliance. With that as backdrop, we have identified Clery Act compliance concerns throughout this report.

As part of the review, we also requested and reviewed various policies, documents, and communications, including, but not limited to:

- Policies and procedures relating to Title IX compliance for students and employees, including:
 - Permanent Memorandum 73 – Title IX and Sexual Misconduct Policy (revised 2014, 2015, 2020)
 - Policy Statement 73 – Sexual Harassment (last revised 2016)
 - Policy Statement 95 – Sexual Harassment of Students (last revised April 2016)
 - Student Code of Conduct (2018)
- Athletics Department staff and student employee policies and procedures
- Title IX training materials for all University employees from 2015 to present
- Organizational charts for University offices with Title IX compliance functions
- Documents and communications relating to Title IX Office staffing and resources
- Personnel files for employees with Title IX responsibilities
- Personnel files for selected employees relating to discipline for violations of the University’s Title IX policy
- Documents and information relating to previous Department of Education Office of Civil Rights compliance reviews and resolution agreements from 2015 to present
- Documents, communications, and information relating to reviews of Title IX compliance by internal and external providers
- Reporting forms and other communications and documentation of Title IX complaints
- Current and previous versions of the Student Code of Conduct
- Over 60 Title IX investigation case files from 2015 to present⁴
- Communications between the Title IX Office and parties to investigations
- Meeting agendas and notes from the LSU CARE and Title IX Case Management Teams

Our recommendations are also based, in part, on feedback provided by a diverse group of University stakeholders, including representatives from:

- Title IX Office
- Student Advocacy and Accountability
- Student Government, Department of Safety, “We’re Committed” Program
- LSU Care Team
- Athletics Administration
- LSU Police Department
- Office of the District Attorney, 19th Judicial District, East Baton Rouge Parish
- Tigers Against Sexual Assault (TASA)
- The Lighthouse Program
- Sexual Trauma Awareness and Response (STAR)⁵
- Title IX Case Management Team
- Football Operations
- Office of the President
- Office of General Counsel

⁴ Some of these files were reviewed in detail, others were used to resolve discrete disputed facts, and others were reviewed for a high-level case file review to test the University’s compliance with specific aspects of Title IX’s investigative and adjudicative requirements and identify any trends or patterns present within the University’s Title IX system.

⁵ See <https://star.ngo/>.

- Former University Administrators and Employees
- Current and Former LSU Students & Parents

At your request, we also held several weeks of community outreach sessions during which LSU students and employees had an opportunity to meet individually or in a focus group session with Husch Blackwell representatives. Husch Blackwell conducted over 25 of these sessions during which we were able to hear and benefit from the perspective of many other stakeholders, including survivors, individuals accused of misconduct, employees from a variety of University departments, and a diverse group of students. We are especially grateful for the participation and input of the leadership and members of Tigers Against Sexual Assault (“TASA”) and the “We’re Committed” committee of the LSU Student Government’s Department of Safety whose members participated in several conversations with Husch Blackwell. The University owes a significant debt of gratitude to the many voices who contributed to the recommendations contained in this report. The University also needs the LSU community to rally and assist the school in tackling the challenges identified throughout this review.

This report outlines the results of our review. In preparing this report, we have been guided by your request (and our desire) to honestly relay the facts and to provide a candid assessment of how the University handled what can be exceptionally complicated matters. Regarding the latter, we are mindful that “it is easy to be wise after the event” and we have tried to avoid second-guessing decisions that were reasonable at the time and were made without the benefits of hindsight. With that said, where decisions were unreasonable, unlawful, or not consistent with institutional policy, we have said so throughout this report.

Several notes of caution are warranted. The scope of this review was remarkably broad and required us to discuss incidents that may have taken place several years ago. This presented unique challenges as occasionally interviewees had understandable difficulty recalling specifics from several years ago and documentation may not have been preserved. When such uncertainty exists, we note it in the report.

Additionally, while we conducted numerous interviews, we undoubtedly could have conducted even more. With that said, we have endeavored to meet with all witnesses we believed had information which would materially impact this report and the conclusions reached in this report. We balanced our investigative efforts with the University’s understandable sense of urgency to obtain our assessment and begin the arduous work of creating a Title IX program that the University can have confidence.

Regarding the three questions mentioned above, we offer the following summary responses:

1. The University did not handle various items identified in the *USA Today* article in a manner consistent with obligations under Title IX, widely recognized best practices, and/or University policy. The basis for this opinion is explained in Section VI below.
2. Various incidents of athletics-related misconduct have not been appropriately reported to the University’s Title IX Coordinator. We are especially concerned about a lack of reporting prior to November 2016 for reasons discussed below. It is worth noting, though,

that our concerns about reporting are not limited to Athletics. Institutional reporting policy and training have been unclear for years. This is discussed more thoroughly in Section III below.

3. The University's Title IX Office has never been appropriately staffed or provided with the independence and resources to carry out Title IX's mandates. We have identified concerns that the Office has at times not handled those matters reported to it appropriately. Again, while the *USA Today* article focused primarily on Athletics, we found deficiencies in a variety of different matters. This is discussed in more detail in Section II below.

As noted throughout this report, there was a lack of effective leadership at the University with respect to Title IX. In concluding this, we are mindful of the enormous challenges placed on the University's administration by seemingly incessant budget cuts foisted upon it over the years. While expectations for higher education have increased over the last 20 years in fairly remarkable ways (especially around compliance), resources have certainly not kept pace, especially in Louisiana. With that said, the University was slow to adopt Title IX policies, hire personnel, or meaningfully address concerns identified by community members and internal and external reviews. This is discussed in more detail in Section IV below.

We close our report with recommendations for creating and maintaining a compliant Title IX program the University community can have confidence. There is considerable work that needs to be done. While our recommendations for improvement are guided by our own expertise, as you requested, they have also been informed by the numerous University stakeholders who have taken the time to meet with us and share their thoughts and at times gut-wrenching accounts. We earnestly appreciate their willingness to share their experiences and insights with us. We are also hopeful that this report and its recommendations will assist the University in the difficult work ahead.

I. Background

Sexual violence on college campuses is a pervasive and seemingly well-entrenched public health problem with research consistently indicating that more than 1 in 4 undergraduate women have experienced sexual assault while they were students.⁶ While incidence of sexual violence varies by campus,⁷ research clearly and compellingly shows that sexual violence is systematically underreported.⁸ The causes of systematic underreporting are complicated, and underreporting is

⁶ David Cantor et al., Westat, *Report on the AAU Campus Climate Survey on Sexual Assault and Sexual Misconduct* (Oct. 20, 2019), <https://www.aau.edu/sites/default/files/AAU-Files/Key-Issues/Campus-Safety/AAU-Campus-Climate-Survey-FINAL-10-20-17.pdf>. This statistic is included here to demonstrate the high incidence of sexual assault on college campuses. It is in no way meant to exclude or ignore males or those of other genders who have been victims of sexual misconduct. We know the terrible reality is that sexual misconduct affects people of all demographics.

⁷ For example, research supports the proposition that the incidence rate of sexual violence was higher on campuses with National Collegiate Athletic Association (NCAA) Division I athletic programs as compared to Division II, III and campuses with no athletics. Rebecca L. Stotzer and Danielle MacCartney, "The role of institutional factors on on-campus reported rape prevalence," *J. INTERPERS. VIOLENCE* (Apr. 21, 2015), available at <https://journals.sagepub.com/doi/10.1177/0886260515580367>.

⁸ Bonnie S. Fisher et al., "Acknowledging sexual victimization as rape: Results from a national-level study," *JUSTICE Q.* (Aug. 19, 2006), available at <https://www.tandfonline.com/doi/abs/10.1080/07418820300095611>.

partially a product of a host of cultural factors. A significant percentage of students participating in various surveys throughout the country, however, have indicated that they did not report sexual violence because they “did not think anything would be done about it” or that others, especially those in positions of authority, would not believe them.⁹

There is also considerable evidence supporting the proposition that survivors of sexual violence do not report misconduct because they fear retaliation in a variety of forms—adverse employment and educational consequences, further violence, social stigma, etc. It should go without saying that this fear of retaliation is undoubtedly heightened when a perpetrator is a celebrated member of the campus community.

With respect to the dynamics of dating and domestic violence, the research has made at least two critically important observations when assessing interventions. First, abuse evolves into a pattern, which often escalates in intensity.¹⁰ Second, and perhaps counterintuitively, it is not uncommon for victims of relationship violence to refuse to participate in interventions aimed at holding perpetrators accountable for abuse.¹¹ Indeed, victims of relationship violence often will remain in abusive relationships for a bevy of reasons.¹² These dynamics (*i.e.*, nonparticipating victims and potentially rapid escalations in violence) make effective institutional response to relationship violence exceptionally challenging but also especially necessary.

With that as backdrop, the following broad principles undergird this report:

1. Survivor reports of sexual violence constitute a small fraction of the actual incidents of sexual violence on a university campus. Survivor reports of sexual violence involving “star” student athletes and other “high status” members of a university community likely constitute an even smaller fraction. **In the statistically unlikely event a student does come forward with a report of sexual violence, it is critical that the report be referred to a University’s Title IX Office which, in turn, must handle the report with care, including protecting the due process rights of students accused of misconduct.**
2. Responding with care and appropriately to reports of Title IX-related matters, and especially allegations of dating and domestic violence, is resource intensive. Doing this remarkably demanding and complicated work well requires highly skilled practitioners and those practitioners must have adequate resources.
3. Institutional failure to respond appropriately to allegations of sexual misconduct creates a variety of harms for the survivors. Failing to respond appropriately also reinforces

⁹ Bonnie S. Fisher et al, National Institute of Justice, Department of Justice, *The Sexual Victimization of College Women* (2000), <https://www.ncjrs.gov/pdffiles1/nij/182369.pdf>.

¹⁰ See e.g., Dee L.R.Graham, et al., *Loving to Survive: Sexual Terror, Men’s Violence, and Women’s Lives (Feminist Crosscurrents, 3)*, New York University Press (1994); KD O’Leary et al., “A. Prevalence and stability of physical aggression between spouses: a longitudinal analysis,” *J. Consult. Clin. Psychol.* (1989), <https://pubmed.ncbi.nlm.nih.gov/2785126/>.

¹¹ See e.g., Graham, D. , & Rawlings, E., “Bonding with abusive dating partners: Dynamics of the Stockholm Syndrome,” *Dating Violence, Young Women in Danger* 119–135 (B. Levy, ed. 1991).

¹² Michael A. Anderson et al., “*Why Doesn’t She Just Leave?*”: *A Descriptive Study of Victim Reported Impediments to Her Safety*, *J. OF FAMILY VIOLENCE* 18, 151–155 (2003).

justifications for victims to not come forward in the first place. This is a tragedy in its own right but can also create a fertile ground for serial perpetrators. Failing to respond appropriately to allegations of sexual misconduct can also create a variety of harms for those accused of misconduct. Community members wrongly found responsible for sexual misconduct can be negatively impacted for years. Even those appropriately cleared by an institution may be viewed with skepticism in a university community that has no confidence in the institution’s process for resolving reports.

II. Summary of Institutional Policies and Personnel

Title IX of the Education Amendments of 1972 (“Title IX”) prohibits sex discrimination in an institution’s education programs and activities.¹³ In addition, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act” or “Clery”)—as amended by the 2013 Reauthorization of the Violence Against Women Act—requires institutions participating in federal financial aid programs to maintain and disclose campus crime statistics and security information and also includes mandates for institutional policies, procedures, and educational programming for prevention of and response to sex-based crimes.¹⁴ Sex-based harassment and violence—including sexual harassment, sexual assault, dating and domestic violence, and stalking—are forms of prohibited sex discrimination which trigger institutional obligations under Title IX and the Clery Act.

Title IX’s prohibition on sex discrimination applies to all campus community members (*i.e.*, students and employees) and includes other participants in institutional programs and activities, such as visitors or vendors. In its most basic form, Title IX requires schools that receive federal funds to appropriately respond to and redress reports of sex discrimination occurring in their programs and activities. In addition to the myriad harms created by sex discrimination, as aptly put by former LSU President F. King Alexander in September of 2015: “A university that tolerates, inadequately addresses or is deliberately indifferent toward sexual harassment may be subject to loss of federal funds and/or may be liable for money damages under Title IX of the Civil Rights Act.”¹⁵

The U.S Department of Health, Education, and Welfare, which became the U.S. Department of Education (“ED” or the “Department”) in 1979 and its Office for Civil Rights (“OCR”) initially issued regulations implementing Title IX in 1975.¹⁶ From a high-level perspective, these regulations required covered educational institutions to:

1. Disseminate a notice of non-discrimination (*i.e.*, a Title IX policy);
2. Designate at least one employee to coordinate efforts to comply with and carry out its responsibilities under Title IX (*i.e.*, a Title IX Coordinator); and

¹³ See 20 U.S.C. § 1681 *et seq.*

¹⁴ 20 U.S.C. § 1092(f); 34 C.F.R. § 668.46.

¹⁴ 20 U.S.C. § 1092(f); implementing regulations at 34 C.F.R. § 668.46.

¹⁵ Elizabeth Vowell, *LSU Faculty Senate takes on firing of tenured professor*, WAFB.COM (September 2, 2015), <https://www.wafb.com/story/29946514/lsu-faculty-senate-takes-on-firing-of-tenured-professor/>.

¹⁶ See 34 C.F.R. § 106.1 *et seq.*

3. Adopt and publish grievance procedures providing for the prompt and equitable resolution of complaints of sex discrimination.¹⁷

While enforcement of Title IX by the Department has waxed and waned depending on the administration in power, OCR has periodically released guidance documents regarding its standards for administrative enforcement of Title IX. While such guidance documents do not have the same force as the statute or a regulation, they do reflect OCR’s position regarding Title IX administrative enforcement and are designed to guide institutions of higher education in developing their policies and procedures.

A. LSU’s Title IX Policy and Office Structure

Although federal law has required institutions to designate a Title IX Coordinator since 1975,¹⁸ enforcement of Title IX and the formal designation of employees responsible for Title IX compliance was not robust until 2011 when the Department under the Obama administration—among other actions—issued what has been dubbed the “2011 Dear Colleague Letter.”¹⁹ This guidance document expanded on previous guidance²⁰ and provided specific items that must be (or were strongly recommended to be) included in an institution’s policy and procedures related to sexual harassment and sexual violence. While controversial in some quarters, the 2011 Dear Colleague Letter is universally recognized as a significant tool which compelled institutions to prioritize compliance with Title IX. It included the following specific mandates relevant to this review:

¹⁷ *Id.* §§ 106.8, 106.9.

¹⁸ *See id.* at § 106.8. The Department’s 1975 regulations are available at <https://www2.ed.gov/policy/rights/reg/ocr/edlite-34cfr106.html>.

¹⁹ U.S. Dep’t Ed. Office for Civil Rights, “Dear Colleague Letter: Sexual Violence” (2011). A copy of the 2011 Dear Colleague Letter, which was rescinded by the Department in September 2017, is available at <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201104.pdf>.

²⁰ The most significant guidance prior to the 2011 Dear Colleague Letter was the 2001 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties” document issued by the Bush administration in 2001. U.S. Dep’t Ed. Office for Civil Rights, “Revised Sexual Harassment Guidance” (66 Fed. Reg. 5512, Jan. 19, 2001) at 13 (footnotes omitted) (the “2001 Guidance”). Issued by the George W. Bush administration, the 2001 Guidance made clear that “sexual harassment” was covered by Title IX’s prohibition against sex discrimination and described an institution’s responsibilities to prevent and address sexual harassment. The 2001 Guidance also established the Department’s standard for administrative enforcement of Title IX: “If a student sexually harasses another student and the harassing conduct is sufficiently serious to deny or limit the student’s ability to participate in or benefit from the program, and if the school knows or reasonably should know about the harassment, the school is responsible for taking immediate effective action to eliminate the hostile environment and prevent its recurrence.” More specifically, the 2001 Guidance stated that a school “has notice if a responsible employee ‘knew, or in the exercise of reasonable care should have known,’ about the harassment.” A “responsible employee” includes “any employee who has the duty to report to appropriate school officials sexual harassment or any other misconduct by students or employees, or an individual who a student could reasonably believe has this authority or responsibility.” The 2001 Guidance also required schools to ensure that certain employees were adequately trained regarding reporting and responding to incidents of sex discrimination. A copy of the 2001 Guidance, which was rescinded by the Department in September 2020, can be found at: <http://www2.ed.gov/about/offices/list/ocr/docs/shguide.pdf>.

- Reaffirmed that prohibited “sexual harassment” includes “unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature,” including “sexual violence” and “gender-based harassment.”
- Reaffirmed the Department’s “constructive knowledge” standard for administrative enforcement as follows: “If a school knows or reasonably should know about student-on-student harassment that creates a hostile environment, Title IX requires the school to take immediate action to eliminate the harassment, prevent its recurrence, and address its effects.”
- Stressed the broad responsibilities of the Title IX Coordinator, including the responsibility to “oversee[] all Title IX complaints and identifying and addressing any patterns or systemic problems that arise during the review of such complaints”; to “be available to meet with students as needed”; and “not have other job responsibilities that may create a conflict of interest.”
- Established an institution’s obligation to ensure that “all school law enforcement unit employees should receive training on the school’s Title IX grievance procedures and any other procedures used for investigating reports of sexual violence” and “instruct law enforcement unit employees both to notify complainants of their right to file a Title IX sex discrimination complaint with the school in addition to filing a criminal complaint, and to report incidents of sexual violence to the Title IX coordinator if the complainant consents.”
- Outlined the standard of evidence (preponderance of the evidence), certain procedural requirements for investigations and hearings, and requiring training for Title IX Coordinators, investigators, and adjudicators.
- Recommended institutions “implement preventive education programs and make victim resources, including comprehensive victim services, available.”

Despite the 2011 Dear Colleague Letter’s clarion call for institutions to implement and increase infrastructure for Title IX offices, LSU did not have a formally designated Title IX Coordinator until 2014²¹ when the University assigned Jim Marchand, one of two attorneys in the Office of General Counsel, to fill the Title IX Coordinator role for the entire LSU System on an “interim” basis. In addition, at that time, the University formally designated Gaston Reinoso, Assistant Vice President for Human Resource Management, as the LSU A&M Campus²² Title IX Coordinator and Deputy Coordinator for Human Resource Management.²³ Significantly, both of these designations were “other duties as assigned” roles. Additionally, for many years, the University

²¹ According to LSU’s sexual harassment policy documents preceding 2014, “The Dean of Students and the Associate Vice President of Human Resource Management are responsible for administration of the University’s policy on sexual harassment.” See PS-95 at 4.

²² “LSU A&M” refers to the official name of LSU’s Baton Rouge campus, “Louisiana State University and Agriculture and Mechanical College.”

²³ In addition, KC White, Dean of Students, was designated as the Deputy Title IX Coordinator for Students at the time.

has utilized (and continues to utilize) the services of an outside law firm, Taylor Porter, to advise on Title IX issues.

In interviews with Husch Blackwell, University employees explained that these roles were assigned following the Department's issuance of additional Title IX guidance in 2014.²⁴ Significant developments in this 2014 Guidance included:

- “A Title IX coordinator’s core responsibilities include overseeing the school’s response to Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. This means that the Title IX coordinator must have knowledge of the requirements of Title IX, of the school’s own policies and procedures on sex discrimination, and of **all** complaints raising Title IX issues throughout the school.” (Emphasis added).
- Reaffirmed that the Title IX Coordinator role should be free from conflict, and noting: “Because some complaints may raise issues as to whether or how well the school has met its Title IX obligations, designating the same employee to serve both as the Title IX coordinator and the general counsel (which could include representing the school in legal claims alleging Title IX violations) poses a serious risk of a conflict of interest. Other employees whose job responsibilities may conflict with a Title IX coordinator’s responsibilities include Directors of Athletics, Deans of Students, and any employee who serves on the judicial/hearing board or to whom an appeal might be made. Designating a full-time Title IX coordinator will minimize the risk of a conflict of interest.”
- Expanded guidance regarding the identity of “responsible employees,” including requirements for an institution to “make clear to all of its employees and students which staff members are responsible employees.” This is discussed in more detail in Section III.A. below.²⁵

Given this clear guidance, it is notable that a System Title IX Coordinator role was assigned to Marchand, who—as deputy general counsel—“pose[d] a serious risk of a conflict of interest,” in contradiction of the Department’s guidance. In addition, Reinoso’s designation as the A&M “Campus Coordinator” on top of managing his full-time responsibilities as AVP for Human Resource Management controverted the Department’s admonishment that “[d]esignating a *full-time* Title IX coordinator will minimize the risk of a conflict of interest,” and arguably did not set appropriate expectations regarding the Title IX Coordinator’s vast responsibilities to effectively oversee the school’s response to “all complaints raising Title IX issues throughout the school” and to “identify[] and address[] any patterns or systemic problems.”

²⁴ U.S. Dep’t Ed. Office for Civil Rights, “2014 Questions and Answers on Title IX and Sexual Violence” (“2014 Guidance”), available at <http://www2.ed.gov/about/offices/list/ocr/docs/qa-201404-title-ix.pdf>. This guidance was rescinded by the Department in September 2017.

²⁵ In addition, the 2014 Guidance also outlined more robust requirements for institutional grievance procedures and policy elements for resolving complaints of sex discrimination, including guidance on implementing “interim measures” for impacted individuals.

Along with these Title IX Coordinator designations, the University with assistance from Taylor Porter promulgated the first version of Permanent Memorandum 73 (“PM-73”) in June 2014. PM-73 (2014) was intended to implement the mandates in the Department’s 2014 guidance and replaced previous sexual harassment policies PS-73 and PS-95. PM-73 (2014) appears to have memorialized for the first time in institutional policy the designation of “Title IX Coordinators,” providing that “The President shall designate the LSU Title IX Coordinator who shall be responsible for the implementation, enforcement, and coordination of Title IX for LSU. The Chancellor of each Campus shall designate a Campus Title IX Coordinator with designated responsibilities to oversee on-campus Title IX compliance.”

PM-73 was revised in 2015²⁶ in response to changes in state law relating to sexual misconduct in public entities, including public institutions of higher education²⁷ and the Louisiana Board of Regents’ associated guidance, including a “Uniform Policy on Sexual Misconduct.”²⁸ This 2015 policy signed by then-President F. King Alexander remained in place until the University’s recent revision in August 2020 implementing the 2020 Trump Administration Title IX regulations.²⁹

The University continued with Marchand in the role of Title IX Coordinator for the LSU System and Reinoso serving as Campus Coordinator for the A&M campus until February 2016,³⁰ when Jennie Stewart—who had been working in the Office of the Dean of Students since 2009—was selected to fill three simultaneous institutional roles: (1) Title IX Coordinator for the LSU System, (2) Campus Coordinator for LSU’s Baton Rouge campus, and (3) Clery Coordinator for all LSU System campuses.

Stewart’s 2016 designation was the University’s first attempt at a “full-time” Title IX Coordinator—nearly five years after the 2011 Dear Colleague Letter. In this role, Stewart reported directly to the University’s Office of General Counsel.³¹ This arrangement was problematic in light of the Department’s clear guidance that “designating the same employee to serve both as the Title IX coordinator and the general counsel (which could include representing the school in legal claims alleging Title IX violations) poses a serious risk of a conflict of interest.” While Stewart did not “serve” as the University’s general counsel, the Office of General Counsel’s direct

²⁶ In addition to the state law changes noted here, the Department of Education also issued two additional guidance documents relevant to staffing and supporting the Title IX Coordinator role: (1) the 2015 Dear Colleague Letter on Title IX Coordinators, <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201504-title-ix-coordinators.pdf>, and (2) the 2015 Title IX Resource Guide, <https://www2.ed.gov/about/offices/list/ocr/docs/dcl-title-ix-coordinators-guide-201504.pdf>.

²⁷ See https://www.nola.com/entertainment_life/health_fitness/article_71d3c22f-88b9-57dc-9115-020ab06feb4e.html

²⁸ See <https://www.regents.la.gov/assets/docs/2015/02/BOR-Sexual-Misconduct-Policy-2-24-15.pdf>.

²⁹ The University’s current policy is available at <https://www.lsu.edu/administration/policies/pmfiles/pm-73.pdf>.

³⁰ Mari Fuentes Martin was hired as Dean of Students in 2016 replacing White as Deputy Title IX Coordinator for students. Shortly after her hire, Fuentes-Martin took over responsibility for Title IX student case management, and she maintained that responsibility until 2019. Fuentes Martin said she was shocked at the lack of infrastructure and resources devoted to Title IX when she arrived at LSU. She organized investigator training in the fall of 2015, and she grew the pool of part-time investigators and advocated for and secured a stipend for investigators. Staff that we spoke to said that Fuentes-Martin professionalized the investigation and case management process.

³¹ The Office of General Counsel was renamed the LSU Office of Legal Affairs and General Counsel in April 2017. In addition, Lindsay Madatic in the University’s Employee Relations department of Human Resource Management replaced Reinoso as Deputy Title IX Coordinator for employees.

supervision of Stewart presented conflict of interest concerns, a fact that has been recognized repeatedly by the University but never addressed.

When asked about her role and responsibilities, Stewart explained that each of the System's nine campuses had a Title IX Campus Coordinator who is designated by the Chancellor.³² She reported that she did not have supervisory authority over other campus coordinators, but they reported Title IX information to her and she was tasked with regularly advising and supporting each of the campuses on Title IX's requirements and complaint resolution. Stewart described the System's Title IX operations up until 2018 as having "no central investigative piece"—with at one time 42 different investigators with varying degrees of training over the nine campuses. These investigators were campus staff and faculty members who performed investigative responsibilities on an "other duties as assigned" basis.

In 2018, there were two modest developments. First, the University hired Jeff Scott to serve as "Lead Title IX Investigator" for the LSU System in March 2018.³³ While there was a transition period during which the pool of investigators continued to assist with Title IX complaint resolution across the LSU campuses, Scott assumed responsibility for investigating *all* Title IX complaints for LSU students at all nine campuses.³⁴ Scott indicated that he receives assistance from Deputy Coordinators to do some of the "legwork" prior to him opening investigations. Investigations of complaints against employees continued to be handled by the University's "Employee Relations" department of Human Resource Management.³⁵

Second, Stewart received a fourth job responsibility when she was designated as the ADA Coordinator for the A&M campus in May 2018.³⁶ This position standing alone is often its own full-time job at other campuses as large as LSU's. Suffice it to say that it is hard to see how someone could be successful with all of these roles (Title IX, Clery, and the ADA) even with a large complement of support staff. On that score, though, the Title IX Office is comprised of Stewart, Scott, and one graduate assistant. The Title IX Office does not even have a designated administrative support person.

³² Since 2015, the LSU A&M Chancellor position and the LSU System president position have been consolidated into one "LSU President" position. *See* <https://www.lsu.edu/president/history.php/>.

³³ Scott has over 25 years of administrative and criminal investigative experience, including a background as a FBI Special Agent, NCAA enforcement investigator, and an HR investigator for a public-school district. This was Scott's first position as a full-time Title IX investigator, though.

³⁴ Scott noted that when he was hired, it was with the understanding there would be two investigators working with him, but this did not happen.

³⁵ Of note, the University does not have a central investigative office for investigating and adjudicating reports of discrimination, including discrimination on the basis of other protected categories such as race, color, national origin, religion, and disability. Such complaints are currently handled by the Student Advocacy and Accountability office for complaints against students and the Employee Relations department of Human Resource Management for employees.

³⁶ Stewart received this designation following resolution of an OCR complaint brought against the University regarding digital accessibility in 2017. The resolution agreement was finalized and signed by President Alexander in April 2018. Significantly, in August 2019, Stewart received a fifth job responsibility when she assumed the responsibilities of Director of Digital Resources & Content Accessibility on a "temporary" basis. This position was created pursuant to the 2018 OCR resolution agreement. Given OCR enforcement, increases in private actions related to digital accessibility, and ever-increasing development of online learning resources, this was also a significant addition to Stewart's job responsibilities.

PM-73 was revised again in August 2020,³⁷ prompted by the Trump Administration Department of Education’s new Title IX regulations.³⁸ The 2020 regulations represent a significant shift in the Department’s enforcement regime with a particular emphasis on the rights of individuals accused of sex discrimination.³⁹

Violations of PM-73 can be reported through several avenues,⁴⁰ including online directly to the Office of the Title IX Coordinator,⁴¹ through Student Advocacy and Accountability’s “LSU Cares” portal,⁴² through the University’s Human Resource Management “Title IX and Sexual Misconduct” page,⁴³ and through various reporting forms on the LSUPD website.⁴⁴ For all online reporting options other than LSUPD, reports submitted through these sites automatically populate in case management program Maxient⁴⁵ (for student reports) or Ethics Point (for employee reports), which generate notifications to the Campus Title IX Coordinator and deputies. Students can also submit a request for support and resources through “The Lighthouse Program,” a confidential interpersonal violence prevention and advocacy program.⁴⁶ In addition, community members can call, email, or speak in person with representatives from each of these offices. A brief summary of the offices referenced here is included below.

Once a report or complaint of sex discrimination is received by the Title IX Office, Stewart conducts an initial assessment to determine whether there is sufficient information to take additional action. If Stewart determines that a PM-73 complaint should be opened, the case is assigned to Scott for investigation.⁴⁷

Prior to August 2020, Title IX investigators would conduct an investigation which culminated in a finding with respect to responsibility for the alleged policy violation. Because of the 2020 Regulations, the Title IX investigation now ends with Scott compiling an investigative report summarizing the evidence which is then sent to the University’s Student Advocacy and Accountability Office for adjudication.

Stewart and Scott also oversee a “Title IX Case Management Team” which was already in place when Stewart began her role in 2016. This case management team meets once a week to discuss the status of pending Title IX cases and is currently composed of representatives from the Title IX Office (Stewart and Scott), The Lighthouse Program, LSUPD, the Office of the Dean of Students

³⁷ The policy is available at <https://www.lsu.edu/administration/policies/pmfiles/pm-73.pdf>.

³⁸ The 2020 regulations can be found at <https://www.ecfr.gov/cgi-bin/text-idx?SID=69a8d5e1a8a4e43ee9%201685c254404%202c2&mc=true&node=pt34.1.106&rgn=div5>.

³⁹ In addition to issuing the 2020 regulations, the Trump Administration also withdrew nearly all previous Department Guidance relating to Title IX as of August 2020. See <https://www2.ed.gov/about/offices/list/ocr/frontpage/faq/rr/policyguidance/respolicy.html?page=3&offset=20>.

⁴⁰ An overview of employee mandatory reporting requirements is provided in Section II below.

⁴¹ See <https://www.lsu.edu/titleix/>.

⁴² See <https://www.lsu.edu/saa/lsu-cares/index.php>. The LSU Cares serves as a gateway to LSU’s online reporting system for a variety of concerns, including sex discrimination and misconduct.

⁴³ See https://www.lsu.edu/hrm/policies_and_procedures/Title_IX_item71081.php.

⁴⁴ See <https://www.lsu.edu/police/contact/complaint-resolution.php> (“Victim & Survivor Services”).

⁴⁵ Maxient is an industry-leading centralized reporting and recordkeeping system.

⁴⁶ See <https://lsu.edu/shc/wellness/the-lighthouse-program/index.php>.

⁴⁷ For those complaints that fall within PM-73 and involve employees, Stewart notifies the appropriate Human Resources representative to respond to the complaint.

(including representatives from Student Advocacy and Accountability and the CARE Team, discussed below), and Residential Life. University administrators affiliated with the team universally described the Title IX case load as “overwhelming” and the current staffing as “unsustainable.”

In addition to these responsibilities, and as discussed in more detail in Section III.C. below, Stewart and Scott are also responsible for providing department and community Title IX trainings. To date, Stewart continues to serve as the LSU System Title IX Coordinator, the A&M Campus Coordinator, the Clery Coordinator, the Section 504/ADA Coordinator, and the Director of Digital Resources & Content Accessibility. Scott continues to serve as the sole investigator for student cases for all nine LSU System campuses.

Besides the Title IX Office, several other University offices and departments are tasked with Title IX compliance. These are briefly discussed below.

B. Student Advocacy and Accountability

Student Advocacy and Accountability (“SAA”) is housed in the University’s Office of the Dean of Students within the Division of Student Affairs.⁴⁸ SAA’s mission is to “promote academic integrity and appropriate standards of conduct for the university.”⁴⁹ In furtherance of that charge, “SAA is responsible for investigating alleged violations of university policy/standards and for implementing the accountability process as outlined in the LSU Code of Student Conduct. This is accomplished through educational outreach, accountability meetings, university hearing panels, and behavioral interventions for individual students and student organizations.”⁵⁰

Jonathan Sanders has been the Associate Dean of Students and Director of Student Advocacy & Accountability since the fall of 2016. Tracy Blanchard is the Assistant Dean of Students and the Associate Director of Student Advocacy & Accountability. In these roles, Sanders and Blanchard fulfill various responsibilities related to Title IX.

First, SAA is responsible for adjudicating student complaints pursuant to the process set forth in the Student Code of Conduct. Prior to August 2020, this process entailed (1) an administrative conference during which Sanders conducted an additional investigation to determine appropriate sanctions; (2) an option to request additional review of Sanders’ determination to a University Hearing Panel (“UHP”), which served as a “rehearing” of the Title IX finding and Sanders’ administrative determination; (3) an “appeal” to the Dean of Students; and (4) an appeal for “discretionary” review by the President.⁵¹

This process was recently updated and continues to be reevaluated in light of the Department’s August 2020 Title IX regulations. According to Sanders, cases not meeting the 2020 Regulation’s definitional and jurisdictional requirements (*i.e.*, “Sexual Misconduct” as opposed to Title IX “Sexual Harassment”) continue to be handled pursuant to the process outlined in the SAA’s 2018

⁴⁸ See https://www.lsu.edu/studentaffairs/departments/orgcharts/lsu_sa_org_chart_feb_2020.pdf.

⁴⁹ <https://www.lsu.edu/saa/about/aboutsaa.php>.

⁵⁰ *Id.*

⁵¹ A detailed description of the University’s process up until August 2020 is included in Section II of this report.

Handbook. For cases meeting the 2020 Regulations’ definitional and jurisdictional requirements, upon receipt of Scott’s investigative report, the case is referred to an “Administrative Law Judge” who presides over a hearing along with two other panelists. The outcome of this hearing can be appealed to the Dean of Students whose decision on the outcome is final.

Sanctions are meted out according to an “outcomes guide,” which provides a range of disciplinary outcomes such as “disciplinary probation,”⁵² “deferred suspension,”⁵³ “suspension,”⁵⁴ or “expulsion.”⁵⁵ Disciplinary outcomes can also include remedial measures such as referrals to mental health/psychological services, educational interventions, and no contact directives.

Second, Tracy Blanchard manages the University’s “CARE Team,” a behavioral intervention and case management group with multidisciplinary representation focused on identifying and supporting students of concern or students who may be in crisis, stress, or distress.⁵⁶ Consistent with best practices for these teams, CARE is comprised of staff across the University, including the Dean of Students, SAA, Academic Affairs, Office of Multicultural Affairs, Residence Life, LSU Police, Disability Services, Student Health Center, and Financial Aid & Scholarships.⁵⁷ Notably, Athletics is not represented on the University’s CARE Team.

In addition to full and fair investigation and adjudication processes, a critical aspect of Title IX and Clery compliance is the provision of interim measures and support services for parties to a report.⁵⁸ Both Sanders and Blanchard handle requests for interim measures and support services jointly with Stewart. Blanchard handles requests for academic accommodations (*e.g.*, managing conflicting class schedules and communicating with faculty members regarding appropriate extensions and excused absences) and housing concerns through the CARE Team. Sanders is responsible for assessing the need for and implementation of interim measures relating to health and safety, including interim suspension and no-contact orders.

⁵² “Disciplinary probation is a status for a specified period of time during which any further violation of the Code or University policy jeopardizes the status of the Student or RSO [Registered Student Organization] with the University” which may limit a student’s ability to participate in certain programs and activities and loss of privileges such as access to residential or recreational facilities. Code of Conduct at 20.

⁵³ “Deferred suspension is a status for a specified period of time during which any subsequent finding of Responsibility for a violation of the Code or University policy shall include the Outcome of suspension for the Student or RSO. Deferred suspension will include loss of privileges as detailed under disciplinary probation with restrictions. Deferred suspension.” *Id.*

⁵⁴ “Suspension is the physical separation from the University for Misconduct.” *Id.*

⁵⁵ “Expulsion is the permanent separation of a Student from the University without the possibility of readmission.” *Id.*

⁵⁶ See <https://www.lsu.edu/saa/students/advocacy/Lsucareteam.php>.

⁵⁷ *Id.*

⁵⁸ The Clery Act specifically requires institutions to provide victims of dating violence, domestic violence, sexual assault, and stalking with information in writing about options for, available assistance in, and how to request changes to academic, living, transportation, and working accommodations, as well as other protective measures.. 34 C.F.R. § 668.46(b)(11)(iv), (v). These options must be provided if requested and reasonably available, regardless of whether or not the person chooses to report to campus police or local law enforcement. *Id.* The institution’s policy also must describe the range of protective measures available during the disciplinary process. *Id.* § 668.46(k)(1)(iv)

C. The Lighthouse Program

Housed in the Office of Wellness and Health Promotion in the Student Health Center, the Lighthouse Program is a free and confidential University resource which provides interpersonal violence prevention, support, and advocacy to the LSU campus community. The program assists student-survivors of sexual assault, interpersonal violence, stalking, and harassment with obtaining information about and assistance accessing critical services such as obtaining medical care, evidence collection and preservation, obtaining counseling and mental health care, coordinating academic accommodations, and filing reports with investigative offices. The program also coordinates training and information for “Lighthouse Advocates,” who are specifically trained University personnel located throughout campus to assist and support LSU students.

It is helpful to note that in our review of the case files provided and in conversations with community members, the Lighthouse Program and its Director, Susan Bareis, were universally praised as excellent—but also under-resourced and potentially underutilized—resources.

D. Human Resource Management

As noted above, the University has designated an employee in the University’s Office of Human Resource Management as a Deputy Title IX Coordinator for Employees. Employee-on-employee complaints are referred to a representative from the University’s Human Resource Management department for investigation and adjudication. According to Stewart, Human Resources also coordinates requests for support and interventions for employee cases. In addition, Human Resources coordinates the University’s required annual (online) employee training for Title IX and other state-mandated ethics requirements.

E. LSU Police Department

The LSU Police Department (“LSUPD”) is the University’s law enforcement department and a reporting option for victims of interpersonal violence and stalking. We interviewed Chief Bart Thompson, who has worked for the LSU Police Department for 11 years and has been the Chief of LSUPD for approximately two years. Officer Marshall Walters has primary responsibility for coordinating with the Title IX Office.

Chief Thompson said LSUPD prides itself on consistency and that LSUPD “does everything it can” to provide supports to victims. To that end, Chief Thompson said that LSUPD ensures communication to victims about various support services, explaining resources such as STAR, Lighthouse and LSU Cares. Chief Thompson also noted that one of the department’s investigating officers participates in the University’s Care Team meetings. LSUPD’s website includes links to “LSU CARES Reporting,” “Title IX and Sexual Misconduct” and “See Something, Say Something.” In addition, the website includes various links to victim and survivor services.

We also interviewed Officer Kim Bass who is one of two officers devoted exclusively to community outreach. LSUPD’s outreach division has been in operation for approximately four years, and officers assigned to community outreach work with students and student organizations on issues related to safety and security. Officer Bass also oversees a Rape Aggression Defense

(RAD) class and smaller Equalizer Women’s Self Defense classes, hosted for shorter blocks of time than the RAD class to increase opportunities for students to participate.

We asked LSUPD about practices related to reporting incidents to the Title IX Office, and Chief Thompson explained that LSUPD will not report a matter to Title IX without a waiver from the victim indicating the victim’s desire to have the matter reported. Chief Thompson explained this is the practice because of an interpretation of state law prohibiting the sharing of victim information without victim consent.

Based on a citation included on LSUPD’s “Sexual Violence Confidentiality Notice and Waiver Form,” we understand Chief Thompson’s position to be that Louisiana Revised Statute 46:1844, “Basic rights for victim and witness,” prohibits LSUPD from sharing information regarding reports of sexual assault and violence with the University’s Title IX Office without a “waiver.”⁵⁹ Husch Blackwell reviewed this statute and other applicable law and agree with conclusions from the Title IX Office and the Office of General Counsel that LSUPD’s interpretation is incorrect. As the Office of General Counsel has explained, “Sharing the identity of victims of sexual misconduct with the Title IX Office is not ‘public disclosure’ under La. R.S. 46:1844(W)(1)(a). The statute does not prohibit the private confidential disclosure of information from one University department to another University department in order to fulfill requirements of the Title IX regulations.”⁶⁰

LSUPD’s practice was also inconsistent with Department guidance⁶¹ (up until August 2020) and institutional policy (beginning in 2014 to the present) establishing that University law enforcement officers are considered “responsible employees” required to “promptly notify the Title IX Campus Coordinator” of incidents of sexual misconduct.⁶²

⁵⁹ Section 46:1844 provides as follows:

In order to protect the identity and provide for the safety and welfare of crime victims who are . . . victims of sex offenses . . . , *notwithstanding any provision of law to the contrary*, all public officials and officers and public agencies, including but not limited to all law enforcement agencies, . . . , shall not publicly disclose the name, address, contact information, or identity . . . of victims of sex offenses The confidentiality of the identity of . . . the victim of a sex offense . . . may be waived by the victim.

LA R.S. § 46:1844(W)(1)(a).

⁶⁰ Notably, subsection (3) of this provision provides that “all public officials, officers, and public agencies . . . charged with the responsibility of knowing the name, address, contact information, and identity . . . of crime victims of a sex offense . . . as a necessary part of their duties”—*e.g.*, a Title IX Coordinator—“shall have full and complete access to this information regarding . . . a victim of a sex offense or a human trafficking-related offense,” so long as that official “take[s] measures to prevent the public disclosure” of the victim’s information.

⁶¹ *See* 2001 Guidance at 13 (defining “responsible employee” as “any employee who has the authority to take action to redress the harassment, who has the duty to report to appropriate school officials sexual harassment or any other misconduct by students or employees, or an individual who a student could reasonably believe has this authority or responsibility”); 2014 Guidance at 2 (stating that “OCR deems a school to have notice of student-on-student sexual violence if a responsible employee knew, or in the exercise of reasonable care should have known, about the sexual violence” and defining responsible employee to include to “campus law enforcement”); 2017 Guidance at 2 (noting that “[o]ther employees may be considered “responsible employees” and will help the student connect to the Title IX Coordinator” and citing the 2001 Guidance).

⁶² As discussed in more detail in Section III below, since 2014 the University’s Title IX policy, PM-73, contains a “responsible employee” definition which does not exclude members of campus law enforcement.

Although the Department’s 2020 Regulations eliminated the broad “responsible employee” reporting requirement, the regulations continue to attribute “actual knowledge” of an incident of sexual harassment triggering institutional responses to include notice to “any official of the recipient who has authority to institute corrective measures on behalf of the recipient.”⁶³ Campus law enforcement officials meet this definition. Significantly, once the institution is on notice of an incident of sexual violence, “The **Title IX Coordinator** must promptly contact the complainant to discuss the availability of supportive measures” and “explain to the complainant the process for filing a formal complaint.”⁶⁴ The Title IX Coordinator cannot fulfil this mandate if an institutional department does not share reports of sexual violence.

In addition, the University’s current Title IX policy maintains the responsible employee reporting requirement as an institutional mandate, and, again, law enforcement officers are not excepted.⁶⁵ The policy makes clear: “To the extent a conflict exists between State or local law and Title IX, the obligation to comply with Title IX is not obviated or alleviated by any State or local law. To the extent other LSU or campus-based policies may conflict with this policy, the provisions of this policy shall supersede and govern.”⁶⁶

Moreover, the Louisiana legislature passed the “Campus Accountability and Safety Act” in 2015.⁶⁷ Among the mandates included in this comprehensive statute is a provision entitled “Coordination with local law enforcement,” which requires:

Each institution and law enforcement and criminal justice agency located within the parish of the campus of the institution shall enter into a memorandum of understanding to clearly delineate responsibilities and share information in accordance with applicable federal and state confidentiality laws, including but not limited to trends about sexually-oriented criminal offenses occurring against students of the institution.⁶⁸

This statute outlines several elements for the memorandum of understanding, including the following elements:

- (1) Delineation and sharing protocols of investigative responsibilities.
- (2) Protocols for investigations, including standards for notification and communication and measures to promote evidence preservation.

⁶³ 34 C.F.R. § 106.30(a).

⁶⁴ 34 C.F.R. § 106.44(a) (emphasis added).

⁶⁵ See PM-73 (2020) at Appendix 1 (establishing requirement for “responsible employees” to “promptly notify the Title IX Campus Coordinator” of “incidents of Sexual Misconduct”), Appendix 8 (defining “responsible employee as (“Any employee given the duty of reporting actual notice of incidents of sexual violence or any other misconduct prohibited by this policy. Responsible Employees do not include victims’ advocates, mental health counselors, or LSU Ombudsperson.”).

⁶⁶ *Id.* at Appendix 7.

⁶⁷ See La. R.S. § 17:3399.11–17:3399.17.

⁶⁸ La. R.S. § 17:3399.14(A). The must “be updated every two years.” *Id.* § 17:3399.14(B).

(3) Agreed-upon training and requirements for the parties to the memorandum of understanding on issues related to sexually-oriented criminal offenses for the purpose of sharing information and coordinating training to the extent possible.

(4) A method of sharing general information about sexually-oriented criminal offenses occurring within the jurisdiction of the parties to the memorandum of understanding in order to improve campus safety.⁶⁹

The University and LSUPD have never agreed to a memorandum of understanding due largely to the “disagreement” regarding this reporting issue. As discussed in our recommendations, this issue should be promptly resolved.

III. Summary of LSU Employee Reporting Policies

Throughout our interviews, LSU students and employees, including individuals mentioned in the *USA Today* and subsequent articles, expressed concerns that reports of sex discrimination were not going to the University’s Title IX Office. The University’s Athletics Department, in particular, has been criticized for purportedly not reporting such incidents appropriately.

Suffice it to say that centralized reporting and recordkeeping are critical components of an effective Title IX program. Media reports have asserted that “Federal laws and LSU’s own policies require university officials to . . . report [allegations of sexual misconduct] to the Title IX office for investigation. . . .” As discussed below, it is slightly more nuanced than that.

The following is an overview of the University’s policies, procedures, and training relating to reporting incidents of sex discrimination. The subsequent discussion in this report about individual cases discusses how constituent parts of the University have complied—or not complied—with institutional policy, procedures, and training.

A. Applicable Guidance

Since at least 2001, the Department of Education has required schools to ensure that certain employees are adequately trained regarding reporting and responding to incidents of sex discrimination:

A school has notice [of sex discrimination triggering an institutional duty to respond] if a responsible employee “knew, or in the exercise of reasonable care should have known,” about the harassment. A responsible employee would include any employee who has the authority to take action to redress the harassment, who has the duty to report to appropriate school officials sexual harassment or any other misconduct by students or employees, or an individual who a student could reasonably believe has this authority or responsibility. **Accordingly, schools need to ensure that employees are trained so that those with authority to address harassment know how to respond appropriately, and other responsible employees know that they are obligated to report harassment to appropriate**

⁶⁹ *Id.* § 17:3399.14(C).

school officials. Training for employees should include practical information about how to identify harassment and, as applicable, the person to whom it should be reported.⁷⁰

In 2014, the Department of Education issued additional guidance regarding institutional “responsible employees,” stating:

A school must make clear to all of its employees and students which staff members are responsible employees so that students can make informed decisions about whether to disclose information to those employees. **A school must also inform all employees of their own reporting responsibilities** and the importance of informing complainants of: the reporting obligations of responsible employees; complainants’ option to request confidentiality and available confidential advocacy, counseling, or other support services; and complainants’ right to file a Title IX complaint with the school and to report a crime to campus or local law enforcement.⁷¹

According to this 2014 Guidance, once a designated “responsible employee” becomes aware of a Title IX-related incident:

a responsible employee must report to the school’s Title IX coordinator, or other appropriate school designee, all relevant details about the alleged sexual violence that the student or another person has shared and that the school will need to determine what occurred and to resolve the situation. This includes the names of the alleged perpetrator (if known), the student who experienced the alleged sexual violence, other students involved in the alleged sexual violence, as well as relevant facts, including the date, time, and location. **A school must make clear to its responsible employees to whom they should report an incident of alleged sexual violence.**⁷²

While there were several changes to Department of Education policy on Title IX enforcement under the Trump Administration, these responsible employee reporting guidelines remained in place until August 2020.⁷³

⁷⁰ 2001 Guidance at 13 (footnotes omitted) (emphasis added); *see also* 2011 DCL 4; 2014 Guidance at 2, 14–16; 2017 Guidance U at 2 (citing 2001 Guidance at (V)(C)).

⁷¹ 2014 Guidance at 15 (emphasis added).

⁷² *Id.* at 16 (emphasis added).

⁷³ The Department of Education formally rescinded the 2017 Guidance in August 2020, following the effective date of its 2020 regulations. The 2020 Regulations provide that an institution is on notice of an incident of sexual harassment when it has “actual knowledge,” which means “notice of sexual harassment or allegations of sexual harassment to a recipient’s Title IX Coordinator or any official of the recipient who has authority to institute corrective measures on behalf of the recipient.” 34 C.F.R. 106.30(a) (emphasis added). The definition of “actual knowledge” expressly states that “[t]he mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the recipient.” *Id.*

From a practical standpoint, the importance of ensuring that reports of sex discrimination make their way to the Title IX Coordinator is rooted in the Title IX Coordinator's responsibility to ensure that the University handles claims of sex discrimination appropriately, including identifying and addressing patterns or systemic problems revealed by such reports and complaints of sex discrimination.⁷⁴ By way of example, if the University is seeing a significant uptick in reports from a particular department, this should sound the alarm for the Title IX Coordinator to consider providing targeted training or other interventions for that department.

Along those same lines, it is not uncommon for victims of sex discrimination or relationship violence to make a report but request that an institution not investigate the report. In deciding whether such a request should be honored, Title IX Coordinators weigh several factors, including:

- “circumstances that suggest there is an increased risk of the alleged perpetrator committing additional acts of sexual violence or other violence (*e.g.*, **whether there have been other sexual violence complaints about the same alleged perpetrator**, whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence, whether the alleged perpetrator threatened further sexual violence or other violence against the student or others, and whether the sexual violence was committed by multiple perpetrators)”;
- “circumstances that suggest there is an **increased risk of future acts of sexual violence under similar circumstances** (*e.g.*, **whether the student's report reveals a pattern of perpetration** (*e.g.*, via illicit use of drugs or alcohol) at a given location or by a particular group)”;
- “whether the sexual violence was perpetrated with a weapon”;
- “the age of the student subjected to the sexual violence”;
- “whether the school possesses other means to obtain relevant evidence (*e.g.*, security cameras or personnel, physical evidence).”⁷⁵

If reports or other relevant information are siloed from the Title IX Coordinator, the Title IX Coordinator's assessment of these factors can be compromised and a decision to honor a request from a reporter to not move forward with an investigation could compromise the safety of the University community.

Perhaps because of this, guidance from the Department of Education in place from 2014 to 2017 advised that “the Title IX coordinator must be informed of *all* reports and complaints raising Title IX issues, *even if the report or complaint was initially filed with another individual or office* or if the investigation will be conducted by another individual or office.”⁷⁶ This guidance made clear: “the Title IX coordinator must have knowledge of *all* Title IX reports and complaints at the school.”⁷⁷

⁷⁴ 34 C.F.R. § 106.8(a); *see also* 2014 Guidance at 9–10.

⁷⁵ 2014 Guidance at 21 (emphasis added).

⁷⁶ *Id.* at 10–11 (emphasis added).

⁷⁷ *Id.* at 11.

Similarly, the Clery Act⁷⁸ requires institutions to compile certain crime statistics which are published on an annual basis so that community members are fully informed about the incidence of crime on campus and can make informed decisions on maintaining their personal safety.⁷⁹ Among the Clery Act's many mandates are requirements for institutions of higher education to identify and designate appropriate "Campus Security Authorities" ("CSA") who, in turn, are legally required to report Clery Act crimes, including dating violence, domestic violence, sexual assault, and stalking to the appropriate Clery personnel.⁸⁰ In addition to potentially being counted in "Annual Security Reports" issued to the University community, these reports may also trigger institutional obligations to issue important "Timely Warnings" to the University community.⁸¹

Under the Clery Act, a crime is "reported"—and thus triggers compliance obligations—when it is brought to the attention of a CSA. The number of CSAs at institutions can vary substantially, but generally CSAs are those involved with campus security and other officials with significant responsibility for student and campus activities.⁸² It is critical that CSAs are informed of their CSA status, their reporting obligation, and to whom such reports should be made. While CSA training is not required under the Clery Act, it is encouraged by the Department and is consistent with best practice. Some program review reports have suggested that the Department does not believe CSAs can adequately perform their duties without some type of training.

For all of these reasons, it is essential that employees clearly understand their reporting responsibilities when they become aware of an incident of sex-based misconduct.

B. LSU Employee Reporting Policies

As noted above, the University initially adopted PM-73, "Title IX and Sexual Misconduct Policy" in June 2014. PM-73 was revised in December 2015, and remained in effect until the University's most recent Title IX policy revision in August 2020. Apparently in an attempt to ensure that reports of sex discrimination made their way to the University's Title IX Coordinator, PM-73 included language regarding "responsible persons." As discussed below, that "responsible person" policy

⁷⁸ 20 U.S.C. § 1092(f).

⁷⁹ These include the crimes of dating violence, domestic violence and stalking.

⁸⁰ 34 C.F.R. §§ 668.46(a) ("Campus security authority"), 668.46(c) (2)(i).

⁸¹ Clery requires institutions to notify the campus community of (1) any significant emergency or dangerous situation currently occurring on or imminently threatening the campus ("emergency notifications"), and (2) reported Clery crimes committed on the institution's Clery Geography that represent a serious or continuing threat to students and employees ("timely warnings"). *Id.* § 668.46(e). As it relates to the issuance of timely warnings, institutions must have policies for making timely warning reports to members of the campus community regarding the occurrence of Clery Act crimes, including (a) the circumstances for which a warning will be issued, (b) the individual or office responsible for issuing the warning, and (c) the manner in which the warning will be disseminated. *Id.*

⁸² While the Clery statutory and regulatory framework has not changed since the VAWA amendments in 2013, there has been recent evolution related to guidance from ED. The *Handbook for Campus Safety and Security Reporting* ("Clery Handbook") has historically been consulted by institutions for guidance regarding Clery compliance. Significant updates were made to the handbook in June 2016 that clarified existing standards, outlined new standards, and described VAWA requirements in more detail. In October 2020, however, ED rescinded the Clery Handbook and replaced it with a 13-page Appendix to the Federal Student Aid Handbook. In its notification about the rescission and replacement of the Clery Handbook, ED referenced that institutions may still consult the Handbook for guidance, while also explaining that reliance on the Handbook had potentially resulted in broader interpretations of critical Clery components such as defining Clery Geography and designating Campus Security Authorities.

language was poorly crafted and confusing. Also discussed below, this is not the first time this concern has been identified for the leadership of the University.

Section IV(B) of PM-73 (2015) starts by making the seemingly obvious point that any student or employee who “believes that he or she has been subjected to sexual misconduct or any other violation of this policy” has a “right to report the conduct to the Campus Title IX Coordinator **or to any other responsible person**, which includes but is not limited to the campus administrator with responsibility for human resource management, student conduct or the department head of the relevant academic department.”⁸³ Section IV(C) further indicates that “Any responsible person who receives actual notice of a complaint under this policy *shall* promptly notify the Campus Title IX Coordinator, who shall be responsible for notifying the LSU Title IX Coordinator and any campus administrators, who may be involved in the resolution process.” It concludes: “Any supervisor, or other responsible party who witnesses or receives a report or complaint, shall notify the Campus Title IX Coordinator.”⁸⁴

What is unclear, though, is who is an “any other responsible person.”

To that end, PM-73, in somewhat circular fashion, defines “responsible person” as:

Any employee who has the authority to take action to redress sexual violence or who has been given the duty of reporting incidents of sexual violence or any other misconduct prohibited by this policy by students or employees to the Title IX coordinator or other appropriate school designee. Responsible Persons do not include victims’ advocates, mental health counselors, or clergy.⁸⁵

The text of PM-73 specifically identifies three job categories as “responsible persons”: (1) “the campus administrator with responsibility for human resource management,” (2) “student conduct,”⁸⁶ or (3) “the department head of the relevant academic department.”⁸⁷ In quintessential legalese, the policy then notes that this list is not exhaustive—*i.e.*, “responsible person . . . **includes but is not limited** to the campus administrator with responsibility for human resource management, student conduct or the department head of the relevant academic department.”

PM-73 also states that “[a]ny supervisor . . . who witnesses or receives a report or complaint” is obligated to “notify the Campus Title IX Coordinator.”⁸⁸

Finally, the policy’s definition of “responsible person” includes employees “**given the duty** of reporting incidents . . . to the Title IX coordinator or other appropriate school designee.” (emphasis added). However, it fails to identify which employees have been “given [this] duty” or how that duty is given, and the language permitting responsible persons to report to an “other appropriate

⁸³ Exhibit A (PM-73 (2015)) at IV(B) (emphasis added).

⁸⁴ *Id.* at IV(C) (emphasis added).

⁸⁵ *Id.* at II (“Responsible Person”).

⁸⁶ It is not clear whether the drafters intended this provision to mean “the campus administrator with responsibility for . . . student conduct” or simply, “student conduct.”

⁸⁷ *Id.* at IV(B).

⁸⁸ *Id.* at IV(C).

school designee” directly conflicts with Section IV(C)’s mandate to “notify the Campus Title IX Coordinator.”⁸⁹

It is also worth noting that although LSU does maintain lists of designated individuals with CSA reporting responsibilities, we were unable to locate a policy where the University makes clear who those employees are and what they are supposed to do. Interviews with employees across the University also indicated that there is minimal awareness of CSA designations or reporting requirements.

Thus, it is important to note at the outset that despite contemporaneous assertions to the contrary, LSU has never had a clear written policy requirement that **all** employees must report incidents potentially implicating the Title IX policy to the Title IX Coordinator.⁹⁰ In addition, even for employees identified as responsible employees in PM-73, the ultimate reporting directives in various sections of the policy are conflicting and unclear. This lack of clarity is a clear error and inconsistent with Department guidance in place during this time period.

C. Employee Title IX Training

LSU certainly does not have a monopoly on ambiguous or unclear institutional policies. This is a problem for institutions of higher education across the country. Those ambiguities, though, are often cleared up in related trainings. Here, however, the University has several training programs which are uncoordinated and not monitored for consistency or compliance with University policy and applicable state and federal laws.

Husch Blackwell has identified at least three offices which have provided Title IX training: the University’s Human Resource Management office, the Title IX Office,⁹¹ and Athletics. These training programs are discussed below.

1. Human Resource Management: “Preventing Sexual Misconduct” Training

Since at least 2016, the University’s Human Resources office has provided annual, “required” training to University employees regarding sexual harassment.

⁸⁹ Other institutions addressed this issue by more explicitly stating that all employees—unless designated as confidential—are required to report incidents of sexual misconduct of which they become aware.

⁹⁰ As noted above, PM-73 was primarily drafted by Jim Marchand (who served as “Interim Title IX Coordinator” from approximately 2014 until early 2016) and LSU’s outside counsel. When asked about the intent of this “responsible person” definition at the time it was drafted, Marchand initially stated that employees were required to report incidents of sex discrimination “to the Title IX Coordinator,” but added that it would also be appropriate for a subordinate employee to “report it to someone who then would report to the Title IX Coordinator,” noting, “anyone *can* report to the Title IX Coordinator, but from a practical standpoint, some employees—like a maintenance worker—may feel more comfortable reporting to their supervisor.” Similarly, there has never been clarity about the consequences for failing to make a required report. Marchand noted that the policy had no explicit penalty for failing to make a report under PM-73, but added that that the violation would likely be processed on par with a “comparable duty violation.”

⁹¹ We note that the Title IX Office often collaborates with officials in the University’s Office of Student Advocacy and Accountability when presenting on the University’s Title IX reporting and resolution processes, including presentations with and by the Lighthouse program.



This training is purportedly mandatory for all University employees; however, the University did not track employee compliance for the annual trainings until 2020. Information from LSU’s Human Resource Management department indicated that, beginning in 2020, the University established the capacity to run reports of employee noncompliance for managers. Again, though, there is no central office or individual within Human Resources or the Title IX Office tasked with monitoring compliance, and there are currently no consequences for failure to comply with the “mandatory” training requirement.⁹² Put simply, plenty of University employees have failed to take the “mandatory” sex harassment training.

Although discussed in greater detail in Section IV below, here we note that the University was previously advised about problems with enforcing compliance with this baseline required training. A 2017 internal audit report specifically recommended that “LSU Administration” should “[e]xplore learning management systems or other methods to efficiently monitor employee compliance with required annual training,” because “[t]raining provided to LSU A&M employees is not monitored.”⁹³

Title IX Coordinator Stewart reported that the University’s Human Resources training has remained the same since it was initially developed in 2016. Section One of the online module covers fundamental Title IX concepts, including an overview and history of Title IX and related federal statutes and definitions and activities for understanding and recognizing conduct prohibited by the University’s Title IX policy (including sex discrimination, sexual assault, domestic/dating violence, sexual harassment, sexual misconduct, and retaliation). Section Two of the module discusses LSU employees’ “responsibility to report an offense if you have witnessed, know about it or were told about it,” in addition to providing a summary of the University’s Title IX investigative process. Section Two also covers “important terms,” including “Campus Security Authority,” “Responsible Person,” and “Title IX Coordinator.”

A “Campus Security Authority” is defined in the training as “someone who is responsible for campus security and has significant responsibility for student and campus activities.” Relevant here, “[e]xamples include”

⁹² Representatives from Human Resources have indicated that they are “working on implementing” a sanction for failure to comply.

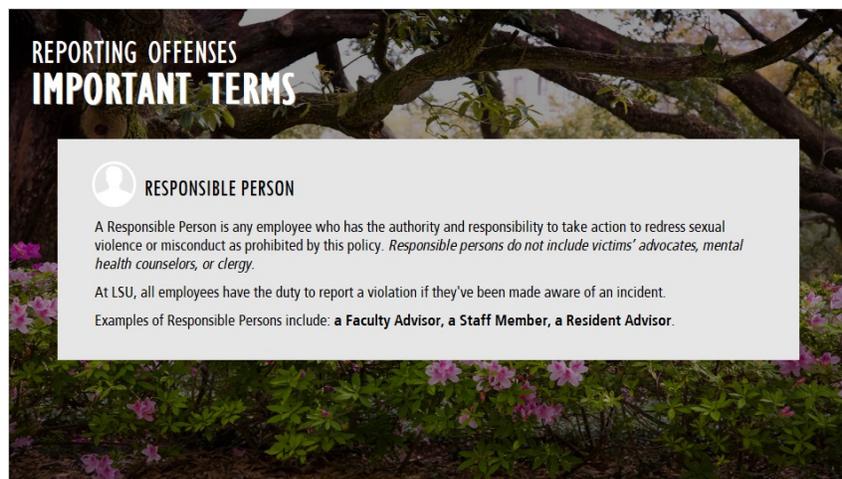
⁹³ Exhibit B.

- Campus police
- Administrator who oversees student housing
- A student center, or student extracurricular activities
- Team coach
- Faculty advisor to a student group
- Student resident advisor
- Student who monitors access to dormitories

Significantly, though, there is no information or narrative notes indicating what a person designated as a Campus Security Authority is obligated to do upon receiving a report, and there is no written policy memorializing these designations.

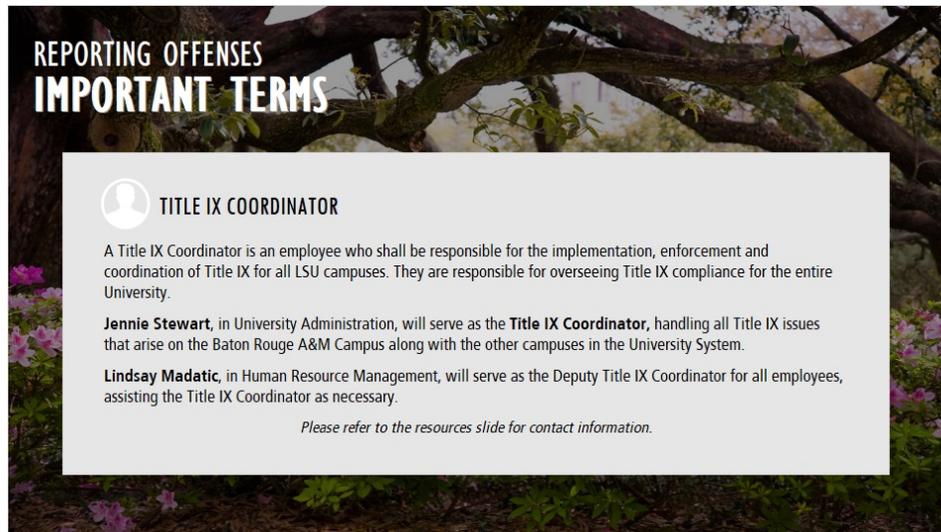
A “Responsible Person” is then defined as “any employee who has the authority and responsibility to take action to redress sexual violence or misconduct as prohibited by this policy,”⁹⁴ referring to PM-73. However, the training slide for this definition then includes the following edict: “**At LSU, all employees have the duty to report a violation if they’ve been made aware of an incident.**” While this is certainly clearer and preferable, it does not align with actual University policy.

The training also notes “[e]xamples of Responsible Persons include: a Faculty Advisor, a Staff Member, [and] a Resident Advisor.”

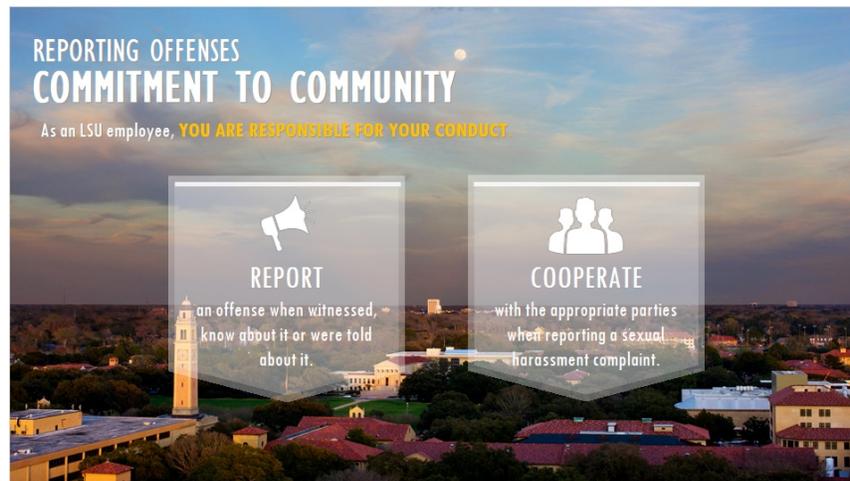


The HR training also defines “Title IX Coordinator” as “an employee who shall be responsible for the implementation, enforcement and coordination of Title IX for all LSU campuses. They are responsible for overseeing Title IX compliance for the entire University.” The training notes that “Jennie Stewart . . . will serve as the **Title IX Coordinator**, handling all Title IX issues that arise on the Baton Rouge A&M Campus along with the other campuses in the University System.” In addition, “Lindsay Madatic, in Human Resource Management, will serve as the Deputy Title IX Coordinator for all employees.”

⁹⁴ The policy excludes “victims’ advocates, mental health counselors, or clergy.”



The following slide reiterates the significance of employee reporting requirements:



The narrative notes to this slide state add another wrinkle of confusion though: “As an employee you have the responsibility to report an offense if you have witnessed, know about it or were told about it. LSU expects you to report and cooperate with the appropriate parties when reporting a sexual misconduct complaint to the Campus Title IX Coordinator **or to any LSU responsible employee**. In return, LSU is committed to upholding their piece of the responsibility.” (Emphasis added).

The training provides additional instruction for employees on their reporting options and requirements:



The narrative notes for this slide are as follows:

I have or have witnessed a complaint: It is important to report the violation immediately so the University can respond appropriately. If you think the violation may be criminal, contact LSUPD or appropriate law enforcement. **You are able to promptly report the conduct, for employee matters contact the Campus Title IX Coordinator or the Office of Human Resource Management. For student matters, contact Student Advocacy and Accountability.**

I receive a complaint: If a student or another employee tells you about a violation or you are aware of or witness a violation, you should act immediately. Gather the basic facts and contact information of the victim and report it to the appropriate party. **You are able to promptly report the conduct, for employee matters contact the Campus Title IX Coordinator or the Office of Human Resource Management. For student matters, contact Student Advocacy and Accountability. Remember, failure of a supervisor to report an incident of sexual misconduct involving a person within that supervisor’s purviews shall be in violation of the Title IX Policy.** (Emphasis added).



**WHAT DO I DO IF:
I RECEIVE A COMPLAINT**

If a student or another employee tells you about a violation or you are aware of or witnessed a violation, you should act immediately. Gather the basic facts and contact information of the victim and report it to the appropriate party.

PROMPTLY REPORT THE CONDUCT

FOR EMPLOYEE MATTERS CONTACT	FOR STUDENT MATTERS CONTACT
Campus Title IX Coordinator or Office of Human Resource Management (HRM)	Student Advocacy & Accountability (SAA)

! Failure of a supervisor to report an incident of sexual misconduct involving a person within that supervisor's purview shall be in violation of the Title IX Policy.

2. Title IX Office

In addition to the HR training, Stewart reported that her office often provides training to several departments and academic units on an “as-requested” basis.

For example, in 2018, the Title IX Office presented a “New Graduate Student Orientation Training,” which—relevant here—provides a new definition of “Responsible Person” as “Anyone who works with students (PM-73).” The presentation indicates that such “Responsible Person” with “Actual notice . . . shall promptly (24 hours) notify Campus Coordinator or any other administrator who may be involved in resolution process,” with a reference to “Jennie’s designees” at “PM 73, pg 7 C.” (Emphasis added).

Who - Responsible Person

- Anyone who works with students (PM 73)
- Actual notice = shall promptly (24 hours) notify Campus Coordinator or any other administrator who may be involved in resolution process (PM 73, pg 7 C) Jennie’s designees
- Report on LSU Cares website <http://students.lsu.edu/saa/lsu-cares>
- Reporting provides opportunity for individuals to learn of options (equitable info about process, options and support)
 - Reporting does not = investigation

LSU

Notably, though, there are no “designees” on page 7, section C of PM-73—the provision simply directs “[a]ny responsible person who receives actual notice of a complaint” to “promptly notify the Campus Title IX Coordinator, who shall be responsible for notifying the LSU Title IX Coordinator *and any campus administrators, who may be involved in the resolution process.*”

Again, like PM-73’s “or other appropriate school designee” language, the training directive for “responsible persons” to “notify [the] Campus Coordinator *or* any other administrator who may be involved in [the] resolution process” is an unclear mandate which conflicts with other directives in the policy—namely Section IV(C)’s provision stating “Any responsible person who receives actual notice of a complaint . . . *shall* promptly notify the Campus Title IX Coordinator.”

The Title IX Office’s training also discusses what “Responsible Persons” must report, including “PM 73 Sexual Misconduct” (sexual assault, sexual harassment, dating violence, domestic violence, stalking, and retaliation) and “Title IX – but not PM 73,” which includes “Pregnancy or Parenting,” “Sex (or perceived sex),” and “Athletics”—presumably referring to Title IX’s mandates with respect to gender equity in Athletics. The training indicates that reporting requirements “appl[y] to on and off campus conduct, non-affiliates in our programs,” noting “[c]an’t suspend a non-student but can limit access.”⁹⁵

Notably, since December 2020, Title IX training materials presented to University offices appear to be clearer and more consistent with respect to employee reporting requirements. The following materials serve as examples:

- Lighthouse Advocate Training (February 4, 2021) (continuing to utilize the term “Responsible Employees” and advising employees to “[r]eport directly [to Title IX] not through supervisory chain”)
- Staff Senate (January 20, 2021) (defining “Responsible Employee” as “Anyone in contact with students who isn’t privileged and in a privileged role” and who “must report directly to portal for TIX Coordinator”)
- Cox Athletics Tutoring Staff (January 11, 2021) (“You are a Responsible Reporting Official and required to report to the Title IX Office for information learned in your role as a tutor.”)
- Football Recruiting and Alumni Relations Student Employees (December 9, 2020) (“You are a Responsible Reporting Official and required to report to the Title IX Office for information learned in your role as an employee.”).

3. Athletics

Since at least 2012, Athletics has been doing its own training disconnected from the Title IX Office and the broader University community. Stewart reported that Senior Associate Athletics Director Miriam Segar “has been the primary contact” for Title IX training in Athletics. While many interviewees believed Segar was the “Athletics Title IX Coordinator,” she has never been officially delegated those responsibilities. Stewart was clear that it was her preference to present training directly to Athletics staff and student-athletes, but that her efforts on this front had been rebuffed until Scott Woodward became Athletics Director in April 2019.

Segar noted that “around 2012,” the Athletics Department “started focusing on education,” and in 2013, the Athletics Department used Taylor Porter to present on the topic of workplace harassment.

⁹⁵ Another slide indicates that “Reports are about situations of concern regardless of the affiliation of the parties.”

Beginning in 2016, the Athletics Department also engaged its own outside consultant, the “Dan BeeBe Group,” (recently re-branded to “Protection for All”) to provide separate training to Athletics Department students and employees regarding rights and obligations with respect to incidents and reports of sex-based misconduct.⁹⁶ None of this training was coordinated with the University’s Title IX Coordinator, and Athletics did not maintain records of this training material.⁹⁷

The Dan Beebe Group provided copies of training materials utilized in sessions with various Athletics constituencies from 2016 to the present and participated in an interview. We note that this training encompasses “human relations” risks outside of Title IX concerns, such as NCAA compliance, student-athlete wellness and abuse, and other ethical concerns specific to athletics operations. In an interview with Husch Blackwell, Mike McCall (a partner with the Beebe Group) explained that the goal of their training was to provide an overview of the various “human relations risks” associated with athletics, emphasize and provide information regarding the many reporting options for these various risk areas, and provide an independent, neutral forum for answering participant concerns regarding prohibited or otherwise “risky” conduct.

While this training has been praised by participants as engaging and informative, concerns have been expressed from the Title IX Office and other stakeholders that the training added an additional layer of confusion regarding options and expectations for students and employees to report Title IX-specific misconduct.

For example, in a 2016 presentation to coaches and staff, the Beebe training identified three “Reporting options”: “Supervisor or manager; supervisor’s supervisor or manager”; “Any member of Athletics Department administration”; and “Athletics Department Human Resources / Assistant AD.” In a different slide, the materials later list “Resources” for students” to include, amidst several other offices, the “University Title IX Coordinator/Campus Coordinator; Title IX Deputy Coordinator for Students/LSU Dean of Students; or Deputy Title IX Coordinator for Employees/LSU Office for HRM.” Similarly, in a presentation to students for the 2017-18 academic year, the training again delineates “Athletics reporting options” from “University-wide resources,” which is problematic because “Title IX” is listed as a reporting option outside of Athletics.⁹⁸

⁹⁶ According to former Athletics Director Joe Alleva, “The goal [of the Beebe training] was to provide potential victims, and any reporters, with as many resources as possible to foster a culture of compliance and safety for the community.”

⁹⁷ This training, which was not coordinated with the University’s Title IX Coordinator, was touted by former LSU President Alexander in 2016 as a “proactive” step in response to the Baylor University Title IX scandal. *See* Allen, Rebekah. “LSU athletes to receive required sexual harassment and sensitivity training as rape scandals rock national athletic programs.” *The Advocate*, July 4, 2016.

⁹⁸ Usefully, though, another slide provides several “resources” for victims of sexual misconduct.

Athletics reporting options

- Coaches
- Any member of Athletics Department administration, including but not limited to:
 - Sport Administrator/Supervisor
 - Senior Woman Administrator (SWA), Sr. Associate AD
 - Athletics Chief Financial Officer (CFO), Sr. Associate AD
 - Sr. Associate Athletics Director Compliance and Planning
 - Executive Director of the Academic Center for Student-Athletes
 - Deputy Director of Athletics (two people currently holding this same title)
 - Director of Athletics
- Athletics Department Assistance Program (ADAP)
- NCAA Faculty Athletics Representative (FAR)

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University-wide resources

- Office of the Dean of Students (ODOS); Student Advocacy & Accountability (SAA)
- Title IX – sexual misconduct
 - University Title IX Coordinator/Campus Coordinator
 - Title IX Deputy Coordinator for Students/LSU Dean of Students
- Confidential:
 - Athletic Department Sport Psychology & Counseling Services
 - University Student Health Center (counseling)
- LSU CARES (through DOS)

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Again, we understand that this training was intended to cover a broad range of ethical, professional, and legal obligations and concerns. Regardless, as the sole in-person training provided to Athletics students and employees, the presentation of information regarding employee obligations to report sexual misconduct directly to the Title IX Office should have been clearer. Here, we note that the Beebe Group, as an outside provider, reasonably relied on policies and information shared by Athletics administration, including the Athletics directives to report matters of sex-based misconduct to Segar (discussed below). The lack of coordination with and oversight by the Title IX Office exacerbated this misstep.

After receiving the Beebe training (from 2016 through 2018), Athletics Department staff were required to sign a “Coaches and Staff Acknowledgement Form” which provided:

Should any employee observe or be personally subjected to harassment, discrimination, retaliation, bullying, emotional abuse, hazing, sexual misconduct or other misconduct, the Athletics Department and University offer multiple avenues of internal complaint as well as other resources provided during training. Employees are not required to confront anyone who is the source of the complaint or anyone closely associated with the persons who are the source of the complaint. However, **I understand I have a responsibility to inform an uninvolved member of the Athletics Department or University administration, or otherwise utilize available avenues of reporting, so prompt action may be taken to stop misconduct and prevent future occurrences. . . .**⁹⁹

A similar acknowledgement was provided to student-athletes and student-workers who received the BeeBe Training.

Notably, again, instead of opting for the clear directive for personnel to make complaints of “harassment, discrimination, retaliation . . . [or] sexual misconduct” to the University’s Title IX Coordinator, the acknowledgment directs Athletics staff to “inform an uninvolved member of the Athletics Department or University administration”

When asked whether Athletics employees were aware of an obligation to report sex discrimination directly to the Title IX Coordinator, Segar stated, “I think staff were told to notify me for reporting purposes.” She emphasized that it was “never presented that I would investigate or adjudicate . . . but the impression was definitely, tell me so I can handle it.” Segar clarified that the mandate for all employees to report directly to the Title IX Coordinator has been made clear since Scott Woodward became Athletics Director in 2019, and that when she receives reports or information implicating a Title IX-related incident now, she assists the student or employee with placing a report directly to the Title IX Coordinator.

In addition to having its own training, beginning in 2013, the University Athletics Department under former Athletics Director Joe Alleva promulgated a series of departmental policies which did little to stem any confusion and instead likely compounded it. These directives required Athletics Department employees to report the following incidents to Segar:

8. If an employee becomes aware that a student-athlete is arrested, engages in misconduct unbecoming of a student-athlete, is involved with any recruiting violations or participates in a hazing activity, it is imperative that Sr. Associate Athletics Director Student Services, Miriam Segar, is notified immediately but no later than 24 hours after the event occurs.

. . .

⁹⁹ Exhibit C (Coaches and Staff Acknowledgement Form).

13. Any employee, student employee, or volunteer who becomes aware of a violation or potential violation of these policies and procedures shall immediately report the matter to Sr. Associate Athletics Director Student Services, Miriam Segar.¹⁰⁰

This Athletics policy makes no explicit reference to “Title IX,” “PM-73,” or sex-based misconduct, including sexual harassment, sexual assault, stalking, domestic violence, and dating violence.

Football Operations (which is its own department within Athletics) issued its own nearly identical policy, which also included guidelines regarding contact with student workers and recruits within Football Operations.¹⁰¹ Again, the document makes no explicit reference to “Title IX,” “PM-73,” or sex-based misconduct, including sexual harassment, sexual assault, stalking, domestic violence, and dating violence.

Additionally, in approximately September 2013, the Athletic Department issued an “Acknowledgement of Policies and Procedures All Football Operations Staff.” Provision 6 of this document directs staff to:

“Report any personal arrests, DWI, misdemeanors or other similar legal matters **to [Sr. Associate Athletics Director Student Services, Miriam Segar,]** within 24 hours of occurrence. If an employee becomes aware that a student-athlete is arrested, engaged in misconduct unbecoming of a student-athlete, is involved with any recruiting violations or participate in a hazing activity, **it is imperative that Sr. Associate Athletics Director Student Services, Miriam Segar, is notified immediately but no later than 24 hours after the event occurs.**”¹⁰²

The Athletic Department policies and procedures also prompted confusion among the Department’s Athletics Training staff. The Athletics Training Department responded by issuing a “Training Room Clarification – Policy Addendum”, which provided additional guidance to athletic training staff, including the following:

Personal exchanges between staff members and students should be extremely limited and should always be witnessed by another staff member. **Documenting the interaction is very important and expected. When personal counseling may be indicated referrals should be made to the appropriate departmental and/or campus resources.** On any occasion that personal interaction occurs, **the staff member must bring the matter to the attention of Head Athletic Trainer, Jack Marucci.**¹⁰³

Finally, beginning in 2013, the Athletics Department also issued a document entitled “Student Employee Policies and Procedures,” which were “provided to ensure consistency in expectations

¹⁰⁰ Exhibit D (“Athletic Department Policies and Procedures”).

¹⁰¹ See Exhibit E (“Football Operations Policies and Procedures”) at ¶¶ 8, 16.

¹⁰² Exhibit F (emphasis added).

¹⁰³ Exhibit G (Training Room Clarification – Policy Addendum) (emphasis added).

of student employees among the various departments” and “are not intended to be all inclusive, but a basic guide outlining minimum standards.”¹⁰⁴ Relevant here, student-workers were instructed “to report any suspected or known violations of LSU or NCAA policies to my supervisor and/or the Athletic Administration Compliance Office”;¹⁰⁵ however, the document makes no reference to reporting violations of “Title IX,” “PM-73,” or sex-based misconduct, including sexual harassment, sexual assault, stalking, domestic violence, and dating violence. Notably, student-workers “are prohibited from having one-on-one personal meetings with any coach/assistant coach or Athletic Department employee, with the exception of the following persons: Senior Associate Athletics Director, Student Services; Senior Associate Athletics Director, Compliance; Compliance Director; and Human Resource Manager.”¹⁰⁶ Similar to the guidance issued to all Athletics employees and Football Operations staff, student workers who “become aware of a violation or potential violation of these policies and procedures shall immediately report the matter to Sr. Associate Athletics Director Student Services, Miriam Segar.”¹⁰⁷

None of these myriad Athletics-related reporting policies, forms, and acknowledgements even mention the University’s Title IX Coordinator, much less require Athletics employees to report sex-based misconduct to the University’s Title IX Coordinator. It is worth noting here that numerous Athletics Department interviewees noted they had no idea who Title IX Coordinator Jennie Stewart was up until recently. This is alarming in its own right, but especially because, according to Segar, Athletics began issuing these policies and procedures¹⁰⁸ largely in response to incidents involving at least two Athletics student-workers and former Head Football Coach Les Miles. The known facts underlying this incident and the University’s response are discussed in section V of this report.

Even after Stewart was hired as the University’s Title IX Coordinator, on June 8, 2016, former Athletics Director Alleva was informing Athletics staff to make reports of sex-based misconduct directly to Segar or Assistant Athletics Director for Human Resources Wendy Nall, as opposed to directly to Stewart:

As we have discussed many times in staff and other meetings, as a university employee, it is your responsibility to report any potential issues of which you are aware. I want to stress that you as a staff member absolutely should **not** attempt to conduct any investigation or make any determination regarding alleged, reported or suspected misconduct. Instead, you are required to report all potential issues so that they are properly addressed by trained university officials. **Please report these issues to either Miriam Segar, Sr. Associate Athletics Director Student Services or Wendy Nall, Assistant Athletics Director HR. Both of these**

¹⁰⁴ Exhibit H (Student Employee Policies and Procedures).

¹⁰⁵ *Id.* at ¶ 11.

¹⁰⁶ *Id.* at ¶ 13.

¹⁰⁷ *Id.* at 16.

¹⁰⁸ Shortly after these documents were issued, several employees throughout Athletics and Football Operations refused to sign their acknowledgement of the Football Operations Policies and Procedures. Joe Alleva, who at the time served as the University’s Athletics Director and Vice Chancellor, issued a letter “to make clear that regardless of whether or not [employees] sign the acknowledgment, as an employee of the Athletic Department, you remain subject to all of the policies and procedures as outlined.” Mr. Alleva issued a second letter to additional Athletics employees who failed to sign acknowledgement of the policies and procedures in September 2014.

individuals have been trained in Title IX law and university protocol for investigation and can help facilitate the proper reporting that is required by law and University policy.¹⁰⁹

Alleva's email concluded: "If you have any questions about this directive, please contact me directly or, alternatively, contact Miriam Segar or Wendy Nall."¹¹⁰ No one from the Title IX Office was copied on the message.¹¹¹ Although Alleva has asserted that "The Title IX Office knew of the Athletic Department's policies and procedures and did not recommend any changes," Stewart stated that she was not consulted regarding or made aware of this directive.

In February 2018, Alleva sent another communication to all LSU Athletics staff, including individualized memos to head coaches for all athletic teams, to "remind all of you of your responsibility to immediately report any knowledge you have of inappropriate conduct, sexual harassment or sexual assault."¹¹² Again, the letter directed Athletics employees not to the Title IX Coordinator but instead to Segar who then could forward the issue "to the appropriate personnel on campus."¹¹³

Stewart reiterated that this February 2018 letter was a direct contradiction of the University's employee training directives in place at the time. Stewart also said that Alleva's letter contradicted directives from herself, former President Alexander, and former General Counsel Tom Skinner during a meeting called by President Alexander on July 31, 2018, in which all direct reports to the President (including Alleva as Vice Chancellor), were present and told that all reports of sex-based misconduct should be reported to the Title IX Coordinator. We were not provided with any documentation from the University memorializing this verbal directive.

When asked about her understanding of why she was tasked with the responsibility of receiving and reporting all Title IX complaints in the Athletics Department, Segar stated that she "thought [she] was a Deputy Title IX Coordinator for Athletics" until "fairly recently," when Stewart informed her she was not a deputy other than for "equity issues in participation" only. Segar explained that the "message" to employees was "you can't solve these problems on your own" and "we do not handle these things in house," so Athletics employees "were told to report to me" to make the reporting process easier. Segar stated she understood "it was more of a risk to me" to have this responsibility, but expressed confidence that "I reported everything." Segar also noted, "My name is on all the reports submitted to Title IX from Athletics—no one [from Title IX] ever questioned the practice."

We note again that since Scott Woodward took over direction of the Athletics Department in 2019, community members, students, and employees within Athletics have indicated that the situation has improved. With respect to directives and training regarding Athletics employee reporting

¹⁰⁹ Exhibit I (Email from J. Alleva to Athletics Staff re LSU Policies & Procedures Reminder dated June 8, 2016) (emphasis added).

¹¹⁰ *Id.*

¹¹¹ Ironically, Athletics employees reported that this particular edict was a response to the Baylor Title IX controversy where among the primary concerns was the fact that their athletics department was too involved in handling Title IX-related matters.

¹¹² Exhibit J (2018 Alleva Email to All Athletics Employees)

¹¹³ *Id.*

requirements, all Athletics employees interviewed stated their current understanding that they are required to report directly to the Title IX Office and not to any other Athletics employee or administrator. Recent training by the Beebe Group also accurately reflects requirements for employees to report to Title IX, and Woodward has ensured that the Title IX Office had an opportunity to present directly to members of the Athletics Department.

3. Other Departments

For what it is worth, Athletics is not the only department in the University which had its own separate reporting policy or practice. While we did not canvas the entire University for policies and communications along these lines, several participants in our community interview sessions noted that similar edicts were issued by their supervisors across the institution.¹¹⁴

For example, we met with a group of former and current students and employees in one academic department who reported that their department chair instructed all members of the department to communicate concerns or reports to the chair “and to no one else,” implemented a “gag order” in mandating that once reported to the chair, the matter could not be discussed with anyone else, and retaliated against individuals who questioned or disregarded this mandate.

In a similar instance, members from a specific academic department indicated a Dean had directed faculty and staff to report sexual misconduct incidents directly to the Dean. In addition, we met with a faculty member who reported being required by University administration to sign what was effectively a non-disclosure agreement prior to proceeding to investigating their complaint against a high-ranking supervisor.¹¹⁵ The parallels between these instances, in particular, and the issues with respect to reporting and responding to instances of sex discrimination in Athletics throughout this report are remarkable and problematic.

IV. Internal and External Risk Management Assessments Relating to Title IX

Many of the issues identified throughout this report have been flagged previously in other reviews of the University’s Title IX operations. Specifically, over the last five years, there have been at least five reviews (three from external consultants and firms, one from the University’s Office of Internal Audit, and one from a University task force) conducted by the University which have touched on Title IX issues. Additionally, various community interviewees noted that they too have expressed concerns about the University’s Title IX processes.

In September 2016, the newly hired Stewart also began sounding the alarm to University leadership that the University’s Title IX staffing was woefully behind peer institutions and that she needed additional resources and staff to avoid a bevy of potential harms including “litigation, damages, reputation costs, lost enrollment, [unfavorable] media, harm to folks who’ve chosen LSU.”

As discussed below, University leadership’s response to these red flags was lackluster.

¹¹⁴ Issues regarding noncompliant reporting practices by LSUPD are discussed in Section II.E. above.

¹¹⁵ Other instances were discussed but are not detailed here in order to preserve the confidentiality of the participants.

A. Communications from Community Members

By way of example, on June 4, 2015, an LSU law professor sent a letter to President Alexander and all of the University's Title IX personnel documenting her reasonable concerns with the way in which the University mishandled a Title IX complaint she filed as well as specific concerns with the legality of various provisions in PM-73.¹¹⁶ In the letter, the professor “respectfully request[ed] that you immediately amend PM-73 and any related policies to correct these deficiencies” and “also request[ed] that you embark upon a wholesale review of LSU’s various Title IX and other antidiscrimination policies in order to identify and correct any other problems.” The letter then correctly identified specific problems with PM-73 including that “PM-73 Fails to Provide for the ‘Prompt and Equitable’ Resolution of Complaints” and that “PM-73 does not to contain any timeframes, whatsoever, relative to formal resolution procedures. Nor does it require LSU to provide any such timeframes.” The law professor correctly noted that “these defects are unlawful, inexcusable, and must be remedied” and noted very specific concerns with the lack of timeliness in processing her complaint of sex discrimination. As part of this review, we have been unable to find any documentation memorializing how these concerns were assessed or addressed by the leadership of the University.

In addition to this account, conversations in our investigative interviews and community outreach sessions have detailed other instances in which diverse community members—including students, faculty, staff, and community organizations—have shared their frustration and disappointment in the University’s response to community efforts to raise awareness regarding issues of sexual misconduct. These frustrations were aimed largely at Alexander whom community members felt did not prioritize this issue or meaningfully engage with individuals raising concerns.

In addition, as discussed more in Section VIII below, several community members and student organizations (particularly diversity and affinity groups) expressed concerns that the University did not have an equity or civil rights office to independently investigate complaints and advocate for better resolution of discrimination concerns.

B. 2016-17 Dan Beebe Group Assessment

Several months later, the Dan Beebe Group “was engaged by the Tiger Athletic Foundation at Louisiana State University to conduct an Independent Assessment of human relations risks, including misconduct prevention policies and programs applicable” to both the “Louisiana State University’s Athletics Department **and** Louisiana State University.” A 77-page report was submitted to Tom Skinner, the University’s General Counsel, in “draft” form on March 29, 2016. A “final” version was not located as part of this review, and it is our understanding from representatives of the Beebe Group that a final version was not requested by the University.

While the Beebe Group report is replete with solid recommendations on various topics, for purposes of the Husch Blackwell review, the following are especially notable:

- “DBG recommends that future training sessions for student-athletes and other students affiliated with the Athletics Department should address sexual misconduct reporting

¹¹⁶ This was connected to a series of events in LSU’s Law Center which received considerable media attention.

processes, including the designated Deputy Title IX Coordinator for Athletics and other responsible persons within athletics, or the broader University (Campus Title IX Coordinator, Dean of Students/Student Advocacy & Accountability; or LSU PD).”

- “The Title IX policy . . . states that those reporting violations may report to ‘any other responsible person’, however, **DBG suggests identifying and clarifying ‘any other [responsible] person’ as applicable to those within the Athletics Department and on campus.**” (Emphasis added).
- “Pages 8 and 9 of PM-73 provide an overview of the investigation process. The document states: ‘Any such investigation shall be conducted by a trained person, authorized and assigned as an investigator by the Campus Title IX Coordinator, including, but not limited to, trained employees from human resource management department or the student services or student life department, or other qualified University employees. The Campus Title IX Coordinator will notify the appropriate Campus offices as necessary.’ **To encourage early reporting and prompt resolution, DBG suggests that all employees and students affiliated with the Athletics Department should be trained and educated on the offices and persons designated on the Baton Rouge campus to respond to violations of PM-73. It is DBG’s experience that the more specific information that is provided about the verified positions and offices on campus, the more likely issues will be reported and resolved in a timely manner.**” (Emphasis added).

Representatives from the Beebe Group met with University leadership to discuss the report and recommendations shortly after the draft was submitted in March 2016. After this meeting, however, it is not clear what, if anything, was done to consider implementing the Beebe Group’s recommendations by the leadership of the University. We note, however, that a copy of the Beebe assessment appears to have been provided to the University’s internal auditor sometime in 2017, as the September 2017 Internal Audit Report discussed below noted that “suggestions relevant to this audit were incorporated into our recommendations.”¹¹⁷

C. Presidential Task Force

On August 30, 2016, President Alexander issued a “Presidential Charge” to create a “task force” of students, faculty, and staff “to review our current policies, practices, and procedures as they relate to Title IX and to provide recommendations to the President that reflect campus needs and are informed by nationally-recognized benchmarked practices.”¹¹⁸ This was the specific charge:

¹¹⁷ Exhibit B (2017 Internal Audit Report)

¹¹⁸ Exhibit K.

I charge each campus task force with the following:

1. Examine current education and prevention practices regarding sexual misconduct (sexual harassment, sexual assault, stalking, dating violence, domestic violence, retaliation, etc.);
2. Examine current support networks and services for victim/survivors of sexual misconduct;
3. Examine current practices surrounding PM-73;
4. Examine policies and practices surrounding pregnant and parenting community members (students and employees);
5. Examine policies and practices surrounding GLBTQ issues;
6. Examine any other related Title IX issues that arise as a result these task forces.*

* with the exclusion of sports equity

Each task force was then tasked with submitting a report to the President by July 1, 2017. According to the Presidential Charge, “[t]his report shall include any implemented changes, recommendations for change and identified needs to promote environments of integrity, civility, dignity and respect for all members.”

In accordance with this charge, the “PM-73 and Related Policies Workgroup” (which included the law professor mentioned above) submitted a report in February 2017.¹¹⁹ That report included 17 recommendations. Among the most notable for purposes of this review were the following:

Recommendation 2: Clarity and Accessibility

Recommendation: Take steps to enhance clarity and accessibility of LSU’s policies, their interplay, and the complaint process.

Rationale: PM-73 is a fourteen-page document that is rather difficult to understand. To some extent, this is unavoidable. The workgroup noted that policies at other institutions face similar problems. Nonetheless, every effort should be made to enhance clarity and readability. Further, LSU should take additional steps to help members of the LSU community better understand their rights, responsibilities, and the various procedures relating to Title IX. The workgroup recommends implementing user-friendly approaches to help enhance clarity and accessibility.

In particular, the workgroup recommends the following steps:

- LSU policies should also advise parties of their rights under applicable state and federal law, and include links to appropriate websites (such as the EEOC and the Department of Education).
- LSU should employ flowcharts and similar imagery to more clearly illustrate the concepts covered by PM-73.

¹¹⁹ Exhibit L.

- LSU should have user-friendly guides for understanding the various types of complains and procedures that may arise under Title IX.
- All of the foregoing should be available on LSU’s website in a centralized and easily located place.

Appendix 2 includes links to websites at other institutions that the workgroup found helpful. Without commenting on or endorsing the particular policy positions taken by these sources, the workgroup noted that these types of materials should be developed by and implemented at LSU.

Recommendation 6: Mandatory Reporting Obligations

Recommendation: Better describe the reporting obligations of various members of the LSU community. Expand the persons excluded from “responsible person” to clearly apply to lawyers, doctors, and others in a legally recognized confidential relationship.

Rationale. PM-73 defines “responsible person” at p. 4 as “any employee who was the authority to take action to redress sexual violence or who has been given the duty of reporting incidents of sexual violence or any other misconduct prohibited by this policy...” On p. 7, PM-73 explains that “any responsible person who receives actual notice of a complaint” is to report such complaint to the Title IX coordinator. The language in these provisions is somewhat confusing and could be improved in several ways.

First, it is the workgroup’s understanding that a “responsible person” means any LSU employee who is not specifically exempted from the definition. But, that interpretation is not necessarily clear from the language on p. 4.

Second, on p. 7, PM-73 requires a responsible person to make a report when he receives “actual notice of a complaint.” That same paragraph then requires “any supervisor, or other responsibly party who witnesses or receives a report or complaint” to notify the Title IX coordinator. The language used is somewhat inconsistent and confusing. As a result there is a fair amount of confusion among members of the LSU community regarding their reporting obligations.

Recommendation 12: ACT 172

Recommendation: Review PM-73 and related policies to ensure compliance with Act 172 of the 2015 Legislative Session, including the Campus Accountability and Safety Act (La. Rev. Stat. 17:3399.11 *et seq.*).

Rationale. Act 172 of the 2015 Legislative Session sets forth a number of requirements that relate to PM-73. LSU appears to have already taken some steps to comply with the Act—yet some challenges remain. In particular, the workgroup notes the following concerns:

- ACT 172 requires LSU to adopt an inter-campus transfer policy. The workgroup was unable to locate any such document.
- ACT 172 requires LSU enter into a Memorandum of Understanding with law enforcement. The workgroup was unable to locate any such document.
- ACT 172 requires LSU to promulgate a Campus Security Policy. The workgroup was unable to locate any such document.

Recommendation 14: Title IX Coordinators

Recommendation: Ensure that steps are taken to ensure that the Title IX coordinators maintain impartiality—such as appropriate job descriptions and avoiding conflicts of interests.

Rationale: The Department of Education has often emphasized the importance of Title IX Coordinators. For example, the April 24, 2015 Dear Colleague Letter explains that the Title IX coordinator should not have “other job responsibilities that may create a conflict of interest.” The letter goes on to explain that: “For example, designating a disciplinary board member, general counsel, dean of students, superintendent, principal, or athletics directors as the Title IX coordinator may pose a conflict of interest.” The workgroup identified several problems with LSU’s current Title IX coordinator structure.

First, it is not immediately clear from the organizational charts available from the LSU website who the various Title IX coordinators report to. The organizational charts (and any related governing documents) should be revised to make it clear that the various Title IX coordinators do not have conflicting responsibilities.

Second, at least one Title IX coordinator’s physical office is apparently located in the General Counsel’s office. Even if that coordinator does not report to the general counsel—which would clearly be inappropriate—the physical location of the office may give rise to the appearance of a conflict of interest. The Title IX coordinators should have offices that are physically located in neutral and accessible locations on campus.

Third, at least two Title IX coordinators appear to have conflicting job responsibilities. LSU’s website lists Maria Fuentes Martin as both the LSU Dean

of Students and the Title IX Deputy Coordinator for Students—a conflict expressly contemplated by the 2015 Dear Colleague Letter. LSU’s website also lists Gaston Reinoso as the Title IX Deputy Coordinator for Employees. It appears, however, that Mr. Reinoso may have other job responsibilities in the office of Human Resources Management that might conflict with his duty as Title IX coordinator.

According to the law professor who sat on this task force, the report and recommendations “went nowhere.” As part of this review, we have been unable to find any documentation memorializing how this Task Force report was assessed or addressed by the leadership of the University.

D. Presentation by Title IX Coordinator

During her first six months as Title IX Coordinator, Stewart spent time observing the Title IX operations of the various campuses under her purview. She also benchmarked what her peers at comparable institutions were doing. According to Stewart, she “realized quickly how far behind we were” and on September 23, 2016, she gave a presentation titled “Title IX Structure and Needs” to Alexander, Skinner and Daniel T. Layzell, the University’s Chief Financial Officer at the time.¹²⁰ The following slides are especially notable and speak for themselves:



What is holding us back?

- Specialists – regular and ongoing training
- Varying levels of training, skill and availability
 - Interview techniques, report writing
 - Serving the needs of our community
- Non-sustainable model
 - \$20K training opportunity yielded poor retention (14/40)
 - 7 investigators for anticipated 90 cases (SLE and LSU A and M)
 - Mental stress and exhaustion (doing more than 1 job)
 - CC’s on other campuses are also investigating
 - Emotional toll on our staff

¹²⁰ Exhibit M.

Needs Analysis

- 1 for 8-12,000 (this is the number folks are finding as the standard, Rick Olshak, Scott Lewis)
- Enterprise need 5-6
- Housed in BR (1 lead, 4-5 investigators)
- Dispatched to campuses to work with Campus Coordinators, as needed
- Title IX Office – later may include other civil rights issues (ADA, especially)

Risks/Benefits

- Ad hoc is a stop gap
- Continuity and consistency
 - Student and employee experience
 - Across campuses
- Specialists
- Best trained and best practiced
- Necessary time to dedicate
- Avoid potential costs
 - Litigation, damages, reputation costs, lost enrollment, media address, harm to folks who've chosen LSU

Proposed Structure and Investment

- 1 lead investigator \$65,000 (first hire)
- 4/5 investigators (@\$50 each, range \$45-55K) \$200-250,000
- Initial Training \$4k/investigator \$20,000
- Travel (for investigation) \$10,000 (high estimate)
- 2 Grad assistants (@ \$1,700/mo/10 mos) \$34,000
 - Training, education and outreach
 - Data Collection, Data Analysis and Research (benchmarking, case law)
- Total Minimum Request \$329,000
- Other costs – ongoing training (webinars, seminars)

According to Stewart, President Alexander said words to the effect of: “We don’t disagree with any of this . . . it gives us a good idea of where we need to go.” Stewart immediately started drafting a job description for a “lead investigator.” That position was not filled for another 19 months when Jeffrey Scott was hired. That appears to be the only additional resource that came from this presentation.

E. 2017 Internal Audit Report

In September 2017, LSU's Office of Internal Audit issued a report titled "Oversight and Prevention of Sexual Misconduct."¹²¹ The audit's scope was "an evaluation of controls to educate the campus community, investigate allegations, and assign responsibility for ensuring compliance with Title IX obligations." The report included nine recommendations, and several findings. The following are especially notable for purposes of this review:

- "Implement a standard mechanism to consistently record complaints of potential PM-73 violations and track their disposition."
 - o "Lack of documentation to evidence that [parties] were . . . notified of the initiation of an investigation and the resulting outcome"
 - o "No formal or consistent procedures for documenting complaints received and tracking their disposition"
- "Obligations of Responsible Employees"
 - o "[I]t appears that additional procedures may be required to ensure 'responsible employees' have been identified and understanding their reporting obligations under Title IX"

This audit report was sent to President Alexander, Skinner, and Stewart. It is again not clear what, if anything, was done to review or consider implementing the audit report's recommendations by the leadership of the University.

F. 2018 Baker Tilly Athletics Risk Assessment

In 2018, consulting firm Baker Tilly conducted an "Athletics Risk Assessment." The only document provided to Husch Blackwell from that "assessment" is a PowerPoint deck summarizing the review and the findings. According to one slide, Baker Tilly conducted "a meeting with various members of the Athletic Department [and] members of the campus . . . to identify ten risks on the Heat Map."¹²² According to the slide deck, "[m]embers of the Athletic Department met for several days to discuss each item on the Heat Map and ways to mitigate problems." Notably, one of the top risks identified in 2018 was "Title IX" and, in particular, "Failure to Report an Incident of Concern" concerning an athlete. Again, it is not clear what, if anything, was done to address this concern by the leadership of the University.

G. 2019 Morgan Lewis Review

Finally, in conducting interviews as part of its review, Husch Blackwell learned that in April 2019, "the Board of Trustees" of LSU retained former U.S. Attorney Kenneth Polite and his firm, Morgan, Lewis & Bockius LLP, "to conduct a privileged and confidential review of LSU's Title IX policies and practices as they apply to LSU's Athletics Department on its A&M-Baton Rouge Campus." A "draft" report summarizing the findings was sent to Skinner on September 16, 2019.

¹²¹ Exhibit B.

¹²² "Enterprise risk management" was a trendy risk-management framework at the time and "heat maps" were used as a tool to present the results of a risk assessment process.

As part of its review, Morgan Lewis interviewed twelve LSU employees and three student-athletes. The firm also reviewed various institutional policies and “approximately six (6) Title IX investigation files, all involving student-athletes from LSU’s A&M Campus.”¹²³

The Morgan Lewis report provided an overly optimistic picture of the state of the University’s Title IX compliance efforts. According to Morgan Lewis, “LSU has a good structure in place to receive and investigate/resolve PM-73 complaints, as well as substantial resources and support services for those involved in the PM-73 complaint, investigation, and adjudication process.” As noted throughout this report, we disagree with this assessment.

With that said, the Morgan Lewis report identified areas where there was “room for enhancement”: “(1) awareness of LSU’s Title IX Office; (2) awareness of appropriate reporting avenues; (3) communication of investigation and adjudication timing/deadlines; (4) offered resources and support services; (5) training and prevention; and (6) education and wellness initiatives for LSU’s student athletes.” The review then makes a series of recommendations to address this “room for enhancement.”

One of the recommendations from the Morgan Lewis report was to “[i]mpose discipline upon employees who do not report PM-73 prohibited conduct properly.” The report correctly noted in a footnote that:

¹⁴ Miriam Segar can continue to be a resource for people within the Athletics Department with respect to potential Title-IX issues, but because she does not have an official title within LSU’s Title IX office with respect to sexual misconduct reports, employees need to understand that reporting to Miriam Segar does not satisfy their mandatory reporting obligations.

Husch Blackwell, though, was able to locate a track-changed version of this report which included the following suggested edit:

- Impose discipline upon employees who do not report PM-73 prohibited conduct properly.
 - This should only be implemented once there has been sufficient training and education around the proper reporting practice. As explained above, we do not find a basis to discipline any of the employees with whom we spoke because of the general misunderstanding regarding proper reporting processes and lack of evidence of intentional withholding of information or failure to report.

The report also made the following specific recommendation:

¹²³ Husch Blackwell requested the source materials for this review but was not provided this information.

To encourage and better ensure proper reporting of PM-73 prohibited conduct, we recommend that LSU:

- Treat all LSU employees, including student-employees, as "responsible employees" under PM-73 and, therefore, require that they report any conduct prohibited by PM-73 of which they become aware.¹³ [The most effective way to ensure proper reporting is to require each responsible employee to make the report himself/herself.](#)
- Widely communicate to all employees that they are considered "responsible employees" and, thus, obligated to report any PM-73 prohibited conduct directly to the Campus Title IX Coordinator, not their direct supervisor or someone holding a higher position, by (1) revising the definition of "responsible employee" in PM-73 to clearly state that all employees, except those explicitly identified as having confidentiality obligations, are "responsible employees" and, therefore, are required to report any PM-73 prohibited conduct; (2) revising PM-73 to clearly list all reporting avenues (as well as with how to contact them, whether they are a mandatory reporter or confidential reporting option, and whether they are available to employees and/or students; and (3) incorporating this into all PM-73 related trainings, education, programs, and/or presentations.

We agree with these recommendations. Again, though, it is not clear what, if anything, was done to address the concerns identified in the report by the leadership of the University. Remarkably, the report, which was done in part to assess the University's Title IX policies and practices as they apply to LSU's Athletics Department, was never shared with the University's Title IX Office or the Athletics Department.

H. March 2, 2021 NASA Review

Immediately prior to the submission of our final report, on March 2, 2021, the National Aeronautics and Space Administration (NASA) provided the University with its review of the "University's compliance with basic Title IX procedural requirements as well as an assessment of LSU's efforts to ensure equal opportunity regardless of sex within the NASA-funded Department of Physics and Astronomy."

NASA concluded:

Based on an evaluation of the data provided by LSU and from interviews and observations during the onsite review, NASA finds LSU is not in compliance with its obligations under Title IX as stated below:

- The University fails to provide the Title IX Coordinator with the resources, including capacity and access to senior leadership, necessary to coordinate their institution's Title IX compliance; and
- The University has adopted and published inconsistent grievance procedures that fail to provide for prompt and equitable resolution of sexual harassment complaints.

NASA has proposed a resolution agreement to the University to address its concerns. The proposed agreement is consistent with our recommendations below.

V. Tone at the Top in Athletics

Numerous studies have demonstrated the seemingly obvious: workplaces in which employees perceive that sexual harassment is not taken seriously are those in which it is more likely to occur.¹²⁴ “Experimental evidence indicates that men are more likely to engage in sexual harassment if such behavior is modeled or encouraged by others, which helps explain why organizational culture is so strongly linked to sexual violence prevalence.”¹²⁵ Leaders within organizations play a pivotal role in shaping the reality of sexual misconduct in an organization. Put simply, the social science research is unambiguous that the proverbial “tone at the top” can make an enormous difference in the incidence rate of sexual misconduct within an organization as well as a willingness to recognize it as unacceptable and ultimately report it.

Before discussing the matters mentioned in the *USA Today* article, it is important to address a report of sex harassment that Husch Blackwell learned about over the course of its review through employee interviews. There were no University records regarding this matter housed in either the University’s Title IX Office or in LSU’s Human Resources department.

The only person in the entire University who has ever been disciplined in any form for failing to make a report under PM-73 is Athletics Department employee Sharon Lewis, a long-time Football Operations employee and current Associate Athletic Director for Football Recruiting and Alumni Relations.¹²⁶ This is ironic because Lewis has lodged several reports of sex harassment throughout her tenure.

In May 2019, Lewis provided a statement to Lindsay Madatic, the University’s Deputy Title IX Coordinator for Employees, in an appeal of an institutional finding that she purportedly failed to make a required PM-73 report. That statement chronicled significant alleged misconduct committed by the then-most powerful person in the Athletics Department (and perhaps the University), LSU Football Coach Les Miles, from approximately 2009 until Miles’ departure in 2016. Miles has denied all allegations of misconduct, and we are not in a position to offer an opinion on whether the allegations against him are true or not. Instead, the issue is whether the University responded to this report against a powerful member of the University and Athletics Department in a manner consistent with then-existing legal guidance, well recognized best practices, and institutional policy. The answer is “no.”

Lewis’ report speaks for itself, but among the allegations levelled is that, after losing the 2012 National Championship game, Miles attempted to sexualize the staff of student workers in the football program by, for instance, allegedly demanding that he wanted “blondes with the big boobs” and “pretty girls.” According to Lewis, he also allegedly took a more direct role in the hiring of those student workers. Lewis’ account was corroborated by several witnesses in our

¹²⁴ See e.g., Louise F. Fitzgerald, et al., “But Was It Really Sexual Harassment?: Legal, Behavioral, and Psychological Definitions of the Workplace Victimization of Women,” *Sexual Harassment: Theory, Research, and Treatment* 5–28 (1997); Chelsea R. Willness, et al., “A Meta-analysis of the Antecedents and Consequences of Workplace Sexual Harassment” *PERSONNEL PSYCHOLOGY* (2007).

¹²⁵ Chloe Grace Hart et al., “Leader Messaging and Attitudes toward Sexual Violence,” *SOCIUS* (Nov. 2018), <https://journals.sagepub.com/doi/full/10.1177/2378023118808617>.

¹²⁶ This incident is described in more detail in Section VI.A.3–4 below.

review. According to Lewis, she repeatedly expressed her concerns to various Athletics administrators and she felt those reports “went nowhere.”

In 2012, Miles had just completed his eighth season as head football coach and in late January 2013, the University announced that it had negotiated a new contract with Miles which included significantly increasing his annual salary. That contract was presented to the LSU Board of Supervisors for approval in February 2013. At the time, Miles was the highest-paid public employee in Louisiana and scheduled to make \$4.3 million per year.

In her interview, Lewis stated that around this time her “worst nightmare happened” when an Athletics Department student worker (“Student 1”) came to her “very upset about something that happened when she was alone with Coach Miles.” According to Lewis, Student 1 requested her assistance in confronting Miles regarding the allegations. Another longtime Football Operations employee was present for the meeting and recalled, from her perspective, that Student 1 was “completely traumatized” by the alleged incident: “This child had a dead stare . . . she just kept saying, over and over, ‘You know what you did to me.’” Sharon Lewis echoed this, describing the interaction between Student 1 as “emotional” and “traumatic.”

Following this encounter, Lewis immediately reported the incident to Segar. According to two Athletics employees interviewed as part of our review, Student 1 met with Segar, but “the University never did anything about it.” There is no record of this student’s concern being investigated in a manner consistent with then-University policy. There are also no records or other evidence of Student 1 being provided with notice of her rights and options in response to the complaint, or perhaps more importantly, any supportive resources other than the support of Sharon Lewis and Coordinator of Football Operations and assistant to Head Coach Ya’el Lofton.¹²⁷ Lofton and Lewis stated that after this incident, Student 1 “fell off the face of the Earth” and did not “know what happened to her after that.”¹²⁸

Following this incident, Athletics leadership (including then Athletics Director Joe Alleva) issued directives to Miles to refrain from contact with student workers and also engaged Taylor Porter to provide training to all Athletics employees on a variety of compliance topics, including sexual harassment.¹²⁹

Despite these measures, in February 2013, a second student worker (identified as “Student 2”) “[r]eported inappropriate contact and text messages with Miles” to Lewis, which were documented in her communications to Human Resources. In turn, Lewis immediately reported the incident and provided the text messages to Senior Associate Athletics Director Segar.

¹²⁷ According to Lewis, following this confrontation with Miles, Lewis “took [Student 1] to Miriam and [Assistant Athletics Director for Human Resources] Wendy Nall.” After Student 1 “told her story,” Lewis “was dismissed from the meeting and told she had “fulfilled her role to report up” and Segar and/or Nall “will handle it.” Lewis stated that sometime after this meeting, Segar “called [Lewis] recommending that [Student 1] be moved out of the building” and “can no longer work in football,” directing Lewis to “put [Student 1] somewhere else in Athletics.” In interviews with Husch Blackwell, Segar stated that, from her perspective, Student 1 “had already addressed it directly with coach” by “talk[ing] to him about it,” and although the student “was upset,” she communicated she “did not want to do anything about it.”

¹²⁸ Student 1 ultimately graduated from LSU in 2015.

¹²⁹ Husch Blackwell was provided with a copy of these training materials as part of this review.

Student 2's report of sex discrimination was clearly not handled in a manner consistent with then University policy. Instead, Student 2's report prompted Segar and then-Athletics Director Alleva¹³⁰ to conduct initial fact-finding, which was reported to the University's outside law firm, Taylor Porter (which did considerable legal work for the Athletics Department and essentially served as "outside general counsel" for the University at the time). Then-interim LSU Chancellor Williams Jenkins asked Taylor Porter to investigate the allegations with Segar's assistance. This designation raises conflict of interest concerns as it is not clear how the firm could have been neutral in the investigation.¹³¹ There was also no provision in the applicable Title IX policy for these sorts of investigations to be outsourced to third parties.

During the course of their investigation, Taylor Porter learned that numerous Athletic Department employees indicated that Miles became more hands on about many things in the Athletic Department, including the selection of student employees, following his team's loss in the 2012 National Championship game. In particular, according to witnesses interviewed by Husch Blackwell, Miles allegedly participated in recruiting and interviewing female student employees and "wanted them to have a certain look." At least three witnesses recalled Miles labelling the student workers as "a.m. and p.m. girls"—a designation which Miles also openly gave to female full-time Football Operations staff. Several other employees recalled Miles referring to the student-workers as looking like a "bad bowling team." Employees interviewed as part of Husch Blackwell's review stated that "only certain ones were allowed to be in the head coach's office, not everyone. And most of them were either blonde, they were *all* attractive, but most of them that came through here were blonde." Another individual recalled Miles saying "many times," "I want the blondes not the brunettes working in this office." As one witness explained, "It makes me want to vomit, because it was kind of that every year it got a little worse and a little worse and for a while, after a while it almost became normal that we can't hire anybody that's fat and ugly." Notably, there is no record of these reports of sex discrimination in the University's files and there is no record of these reports ever being investigated.

During Taylor Porter's investigation, Miles denied anything inappropriate happened. It is important to note that complicating matters was the fact that Student 2 and her father were adamant that her confidentiality be protected. LSU's outside counsel ultimately concluded that Student 2's allegations, even if true, would not constitute prohibited sexual harassment under applicable law.

We disagree. In any event, the investigation ultimately concluded that accepting Miles' version of events, he had acted inappropriately and was required to attend training.

On May 15, 2013, the results of this investigation were communicated to three members of the Board of Supervisors (Garret Danos, Stanley Jacobs, and Robert Yarborough), Shelby McKenzie

¹³⁰ According to written responses submitted to Husch Blackwell in connection to this review, "The Athletic Department did not engage Taylor Porter to investigate the allegations against Les Miles," and Alleva "assume[s] the University's President and/or the University's Board of Supervisors engaged Taylor Porter to investigate the allegations against Les Miles."

¹³¹ This investigation was conducted after the Department of Education's April 4, 2011 Dear Colleague Letter which, among other things, noted that "a school's investigation and hearing processes cannot be equitable unless they are impartial. Therefore, any real or perceived conflicts of interest between the fact-finder or decision-maker and the parties should be disclosed."

(who is described as “LSU Lead Legal Counsel”),¹³² Alleva, and Segar. After a discussion of the investigation, these representatives accepted Taylor Porter’s findings and recommendations and did not take further action.

Again, there was no file of this matter at the University. Instead, the report regarding the investigation was intentionally stored offsite at LSU’s outside counsel’s office and with Miles’ attorneys. It is our understanding that Miles also entered into a release agreement with Student 2, the terms of which we are not privy.¹³³

Despite representations that he accepted this outcome, Alleva has stated that he “recommended to the University’s President, to the University’s Board of Supervisors, and to the University’s attorneys, to terminate Les Miles for cause.” Significantly, on April 19, 2013, Alleva sent the following email to Chancellor Jenkins and counsel:

As we move closer to deciding how to handle the results of our investigation I want to recommend at minimum a few items... a written reprimand outlining his inappropriate behavior and the consequences for it occurring again, some sort of counseling, and a reduction to any bonuses paid to him equal to the attorney fees incurred as a result of his inappropriate behavior....I also believe the full board needs to be made aware of the situation before any decisions are made. I think his continued employment needs to be seriously considered. When reviewing the use of a secret personal phone, the text messages, the fact that I had already advised him against such behavior, the evening meeting off campus, etc. it gives me great concern for the future. This issue can or will have serious impact on our university and athletic department.

We have been unable to locate a response to this email.

On June 21, 2013, Alleva sent the following email to counsel and incoming LSU President F. King Alexander:

Bob and King, thanks for call today...one more time I want us to think about which scenario is worse for LSU. Explaining why we let him go or explaining why we let him stay. Proactive or reactive...I always believe that people are innocent until proven guilty and in this case I believe he is guilty of insubordination, inappropriate behavior, putting the university, athletic dept and football program at great risk. I think we have cause. I specifically told him not to text, call or be alone with any student workers and he obviously didn’t listen. I know there are many possible outcomes and much risk either way, but I believe it is in the best interest in the long run to make a break. The court of public opinion would favor us. The court room? On July 2nd we will know more but the facts will remain the same....thanks.

¹³² According to interviews with University employees, McKenzie served as LSU’s interim general counsel as the University’s former “Office of General Counsel” transitioned to the “Office of Legal Affairs.” McKenzie is also a long-time Taylor Porter attorney.

¹³³ Student 2 ultimately transferred to another institution to complete her undergraduate degree.

We have been unable to locate a response to this email.

In the meantime, following the investigation, Sharon Lewis became so distressed by the “lack of support from Administration” that she had a “mental breakdown” and received mental-health treatment that LSU Athletics paid for. Following the report, Lewis also claimed that Coach Miles and various members of the Athletics Department staff became hostile towards her. That alleged retaliation was reported by Lewis but was never investigated by the leadership of the University.

Of note, immediately prior to his tenure at LSU, Miles served as the Head Football Coach at Oklahoma State University (“OSU”) from 2001–2004. On September 13, 2013, *Sports Illustrated* published a story about the OSU football program which described “Orange Pride,” OSU’s “hostess program.”¹³⁴ While such programs had a long history, public scandals at other schools beginning in 2004 resulted in the elimination or significant limitation of hostess program activities due to “suspicions about sexual interactions.”¹³⁵ The *Sports Illustrated* article indicated that:

Oklahoma State not only kept Orange Pride intact, but by 2004, multiple sources told SI, the group also became a key contributor to the program's rise. Membership in the organization more than tripled; there was a greater emphasis on attracting prettier and more outgoing women; and more than a dozen Cowboys who played from 2001 to '11 told SI that a small number of Orange Pride members had sexual relations with them or with other prospects during recruiting visits.¹³⁶

Although no person interviewed in the *Sports Illustrated* piece had “direct knowledge of a coach or athletic department staff member instructing a hostess to have sex with a recruit,” the article indicated that some “Oklahoma State football personnel played a central role in vetting Orange Pride candidates, with Les Miles, . . . interviewing some applicants.”¹³⁷ These allegations were corroborated in the article by interviews with female Orange Pride members.¹³⁸

One “former staff member” also stated in the article that “he and at least one other staff member under Miles were aware that a few Orange Pride members were having sex with recruits.”¹³⁹ Notably, *Sports Illustrated* also reported that “multiple sources told SI that the group underwent a significant transformation after Miles replaced Bob Simmons in late 2000”—“its culture also changed,” referring to Orange Pride members “sleeping with” a recruit “on the spot.”¹⁴⁰

¹³⁴ SI Staff, *Special Report on Oklahoma State Football: Part 4 – The Sex*, SPORTS ILLUSTRATED, September 13, 2013, <https://www.si.com/college/2013/09/13/oklahoma-state-part-4-sex>. As the *Sports Illustrated* article explained, “Hostess programs have been part of college football since the 1960s. Friendly, often attractive students greet recruits, usher them and their parents around campus and promote the virtues of the school.”

¹³⁵ In 2004, the NCAA passed legislation that, in part, prohibited “the use of alcohol, drugs, sex and gambling in recruiting.” *Id.* (emphasis added).

¹³⁶ *Id.*

¹³⁷ *Id.* When asked about his involvement in Orange Pride and alleged sexual activities occurring in the program, Miles stated: “I am not aware of this ever happening and am quite sure that no staff member was aware of recruits sleeping with this group of students or any other students.”

¹³⁸ *Id.*

¹³⁹ *Id.*

¹⁴⁰ *Id.* The *Sports Illustrated* article also notes, “In December 2008, The New York Times reported that hostesses at LSU sat on the laps of recruits. (The Tigers’ coach then, as now, is Les Miles.)”

Despite these allegations being published just months after the University’s “resolution” of the student complaints—during which the University’s leadership became aware of staff concerns that Miles was allegedly sexualizing LSU’s student worker staff in a manner similar to the allegations in the *Sports Illustrated* report—we have found no evidence indicating that the University conducted an investigation into these concerns.¹⁴¹

Miles continued to serve as LSU’s Head Football Coach for three years. Miles was fired by Alleva on September 25, 2016 after starting the season with a 2-2 record. At the time, Alleva described the termination: “Decisions like this are never easy ones to make. Coach Miles has done a tremendous job here and he’s been a great ambassador for our University, which makes this even more difficult.”

It is difficult to meaningfully determine the full extent of the impact this incident and the University’s handling of it had on the climate within the Athletics Department—both in terms of creating a culture which tolerated sexual misconduct and dissuaded employees from reporting that misconduct. It certainly was not positive.

Perhaps better than any organizational psychologist could, one long-time Football staff member made a number of insightful remarks about some of the damage created by this episode on the culture of the Athletics Department:

It just baffles me, though, that for so long, this went on and that kinda became the normal, right? And you just don’t talk about it and you don’t say anything, you just kinda go, ‘cuz we’re protecting LSU, we’re protecting our brand, we’re protecting our head coach, we’re protecting this, we love LSU so we’re gonna be loyal to LSU so we’re gonna do what we can to help it and try to fix it. But you know, nobody wants a big blowup to where oh, there’s a big scandal, you know? I always felt like we always had to be protective, you know? You want to protect LSU. You don’t want there to be any big blowup or scandal or, you know, much less anything like that, right?

I felt like maybe if the University had done more when the first child had happened, maybe that would have helped clean up a lot of other stuff that maybe wouldn’t have happened further down the line with not just him, with even players and anything like that. Because sometimes if people see somebody getting in trouble and it’s made a big deal out of it, they’re not as apt to go, “well, I can keep doing that because nobody gets in trouble around here, even the head coach didn’t get in trouble for doing it.” So we didn’t set a very good precedent by not handling the stuff the way we did, you know? That has allowed things to happen since then that maybe might not have, you know? If something—it would have been stopped and, you know, somebody made an example out of

¹⁴¹ In written responses to questions posed by Husch Blackwell in this review, Alleva stated that “Upon reading the SI report, I assigned the Athletic Department’s Compliance Staff to review the practices and culture within our football program to ensure adherence with NCAA and Title IX standards.”

To think that that was almost normal for us and because we had been involved in that so long, until you step back and look at it and go, my God, what did we—what were we doing, you know? But that’s how—that’s the progression it came to.

It just became normal, which is sick now that you think about it. The fact that that became normal to us was crazy, you know? But it was always, like, nobody ever really wanted to . . . rock the boat . . . and then—poor Sharon [Lewis] though. I mean, like I said, she had most of the brunt of it because she was over the girls. . . . We were so beat down and caught up in that mess, we didn’t realize how bad we were, you know?! That’s what upsets me.

VI. Summary of Files Connected to *USA Today* Article

As noted throughout this report, Husch Blackwell’s review was initiated in response to an article published by *USA Today* on November 16, 2020.¹⁴² The article identifies three LSU student cases that were allegedly mishandled by the University and includes detailed witness statements and information obtained from documents provided by those witnesses and/or obtained through public information requests to the University. The students in those three cases are Drake Davis, Derrius Guice, and Respondent A.¹⁴³

In addition, the article noted that “Guice and Davis included, at least nine LSU football players have been reported to police for sexual misconduct and dating violence since coach Ed Orgeron took over the team four years ago, records show. But the details of how LSU handled complaints against the other seven, including two who played key roles on its 2020 national championship team, remain largely secret.” These seven matters are discussed below.

Husch Blackwell requested and obtained copies of records associated with each of these matters. In addition, Husch Blackwell conducted interviews with each of the publicly identified survivors referenced in the *USA Today* article and subsequent reporting. We also communicated and met confidentially with other victims and witnesses affiliated with these cases and interviewed current and former University employees with knowledge of the cases.¹⁴⁴ The following provides a detailed discussion of the allegations raised by the *USA Today* article as well as our assessment of

¹⁴² Kenny Jacoby, *LSU mishandled sexual misconduct complaints against students, including top athletes*, USA TODAY, November 16, 2020, <https://www.usatoday.com/in-depth/sports/ncaaf/2020/11/16/lsu-ignored-campus-sexual-assault-allegations-against-derrius-guice-drake-davis-other-students/6056388002/>

¹⁴³ Respondent A was not publicly identified in the *USA Today* article or subsequent reporting. In addition, the individuals reporting sexual misconduct against Respondent A (Elizabeth Andries and Caroline Schroeder) requested in interviews with Husch Blackwell that he not be publicly identified out of fear of retaliation. Husch Blackwell has honored this request throughout the report.

¹⁴⁴ We had to make our best judgement about reaching out to victims who did not contact us and were not already publicly named, balancing our need to gather information for the assessment and our desire to respect their privacy and not cause further trauma.

the University’s response to these matters. As demonstrated below, while some of these matters were handled well, many were not. When incidents were handled poorly, we have been forthright in identifying the missteps. Having a thoughtful understanding of the errors and the causes of those errors is critical in informing our recommendations below.

A. Drake Davis

For reasons mentioned above, dating and domestic violence cases are perhaps the most complicated matters Title IX offices are tasked to address. Handling these matters well, especially at an institution as large and complex as LSU, requires extensive resources, consistent and meticulous recordkeeping, constant and open lines of communication between separate institutional offices, constant communications with the victim, seasoned practitioners who understand the unique dynamics of these matters, and—perhaps most importantly—a sense of urgency. All of these were lacking when Drake Davis enrolled at LSU.

Davis was a highly recruited high school football player who committed to LSU on January 2, 2016 and enrolled at LSU during the summer of 2016. Described by LSU as “one of the most athletic players perhaps to ever wear an LSU football uniform,”¹⁴⁵ Davis actually played sparingly in his first two seasons with LSU (he caught a total of four passes in his two seasons with LSU) but was purportedly “poised for a breakout season in 2018.”¹⁴⁶ During his enrollment and immediately thereafter, however, Davis was accused of abusing at least three female LSU students. He was not expelled from the University until July 18, 2019. The following describes the University’s response to Davis’ abuse. The myriad problems with the University’s handling of Title IX matters are on painful display in its handling of this matter.

1. Recruitment

LSU was a return home for Davis who grew up in Baton Rouge but attended and graduated from IMG Academy in Florida. Notably, Davis attended four different high schools in four different states prior to enrolling at LSU.¹⁴⁷ Despite these transfers, it does not appear that anyone at LSU reviewed whether there were disciplinary issues at any of these schools which triggered his departures.¹⁴⁸

With that said, there were two athletics-related flags on Davis’ enrollment. First, a bylaw of the Southeastern Conference (SEC) required institutions to certify the academic credentials of any prospective student athlete who had transferred high schools during their senior year.¹⁴⁹ In addition, a representative from IMG Academy disclosed to LSU that Davis’ education at the private school had been paid for by Baton Rouge businessman, Jim Bernhard. This was potentially

¹⁴⁵ <https://lsusports.net/sports/football/roster/drake-davis/19996>.

¹⁴⁶ *Id.*

¹⁴⁷ Davis attended Saint Stanislaus College in Mississippi from October 22, 2012 until August 12, 2013. He then enrolled at Baton Rouge’s The Dunham School where he withdrew on January 21, 2014. He then transferred to Fork Union Military Academy in Virginia from January 20, 2014 until August 3, 2015. Ultimately, he graduated from IMG Academy in Florida on June 3, 2016.

¹⁴⁸ In addition, the University’s enrollment application in place at the time did not request students to self-disclose any prior disciplinary history.

¹⁴⁹ See SEC Bylaw 14.1.2.2 (d)(1).

significant from an NCAA-compliance standpoint because Bernhard was an LSU Athletics booster.

The institutional review of these flags culminated in a brief report finding that “Davis’ credentials were valid and accurate.” The report provided additional context for the relationship between Davis and Bernhard:

Notes

6th Grade- started playing basketball with Ben Bernhard. Soon started spending time after school at the Bernhards and later when his mother started going through personal struggles, the Bernhards because his permanent guardians (not sure is any documents were signed) and Davis moved into their home. He refers to his family to include his mother Stephanie Davis and his guardians Jim and Dana Bernhard. – (Herald Tribune Article)

Before IMG Academy, Drake attended Dunham High School.

Again, there is nothing in this report suggesting any sort of inquiry into why Davis left his previous institutions. Regardless, in accordance with the SEC’s Bylaws, on August 11, 2016, President Alexander certified that “I have personally reviewed and approved . . . the decision made by this institution” to admit Davis.

2. Report of Abuse Involving Complainant 1

Complainant 1¹⁵⁰ enrolled at LSU in the fall of 2014. She ultimately graduated in the fall of 2018. When she first enrolled, Complainant 1 had an interest in a career in athletics and was hired by Director of Football Recruiting Sharon Lewis in the fall of 2014 for a position on LSU’s football recruitment staff under then Coach Les Miles. In that role, Complainant 1 “helped in the recruiting process in general” which included “a lot of admin stuff, preparing for events with the recruits.” On game days, she “would . . . host the families and the recruits” and provide hospitality to the families and recruits. Complainant 1 was directly supervised by Assistant Director of Recruiting Operations Keava Soil-Cormier. Soil-Cormier reported directly to Lewis.

Complainant 1 also met Executive Deputy Athletics Director Verge Ausberry her freshman year and he “filled a mentor/friend role” for her. During her sophomore year, she started babysitting for Ausberry at his home.¹⁵¹

Complainant 1 said that she started dating Davis during the summer of 2016 when he first arrived on campus. They met through a mutual friend and Complainant 1 thought Davis “seemed like a really nice guy, very charismatic, very goofy.” According to Complainant 1, though, “pretty soon into [their] relationship, Davis started abusing her “verbally and emotionally . . . but it was very subtle.” She described that initial abuse and its escalation as:

¹⁵⁰ Complainant 1 was interviewed as part of this review on December 14, 2020 and January 15, 2021.

¹⁵¹ We note that this arrangement violated Athletics and Football Operations Policies and Procedures in place at the time, which stated: “No employee may hire a Football Operations student employee to perform personal work (babysit, run errands) or work on non-LSU matters.”

just jealousy of not wanting other guys to talk to me. Saying little comments of like “oh, I don’t like when you wear that, it makes you look like a whore.” What friends I could go out with or if I could go out without him to the bars. And then I would say the turning point was—it was like even before school started. And it was after a football practice. And one of the older boys on the team who was the same position as Drake said some comments about who I’d been with my freshman year on the team and I guess it got into Drake’s head because then he—that night had—you know, a comeback. And we were at his apartment¹⁵² and [he] just started yelling and that was when he first got physically aggressive. I tried to leave and restraining me to leave and pinning me against the wall and—so that was, I guess, kind of how it started.

Complainant 1 noted that this incident in the Summer of 2016 “opened the floodgate” and started a “cycle of him apologizing and being really sweet and then we would get into another fight and it would kind of go like that.” She estimated that Davis physically abused her at least ten times. Their relationship was “off and on, up and down, toxic, up until [Davis’] first arrest with Jade [Lewis] in 2018.”¹⁵³

During the Fall of 2016, after a football game, Complainant 1 said there was a public incident between her and Davis at a Tigerland bar (JL’s Place):

So it was after a football game. And so we all go out and I had gone out with a couple of my friends and some of the guys on the team. . . And [Drake and I] were fighting that night. We weren’t on the best of terms. And I walk into the bar and I didn’t know he was—I knew he was going out, but I didn’t know where he was going. There’s six or seven bars to kind of choose from.

So I walk in and we make eye contact and he’s making out with some other girl while maintaining the eye contact with me and then walks over to me and . . . tries to grab me and kiss me and . . . grabs my butt and is kind of like groping me in that sense. I . . . kind of grab his hands and push him off and, like, don’t touch me, don’t touch me like that or whatever. And that’s when he two-hand pushes me and I fall back on the bar—or on the floor. And then I get up and I reacted and threw my drink on him. And that’s when we just kind of started yelling at each other and he lunged at me and kept swinging and, you know, luckily there [were] people there. You know, it was after a game so there was a bunch of teammates and they held him back. There was probably four or five and then I had one of the teammates holding me back. And Drake’s just continuously trying to swing and push through. And . . . I’m yelling back and . . . I’m also in his face and not walking away at that moment and, you know, are you really going to hit me? You’re really going to hit me in public? Like, you stupid bitch. And just really angry.

¹⁵² Davis was living off-campus in a local apartment at the time.

¹⁵³ Davis was first arrested on August 8, 2018.

And so we do get separated and they removed Drake from the bar and we decided to kind of—you know, let's stay here. Let's have a good rest of the night.

And so when it was time to leave, it was kind of—we thought, oh, Drake is gone. We haven't—you know, we don't see him. It's safe to go. And so I was riding home—or one of the drivers was one of the teammates. And so he was like, let's walk to the car. Like, I'll walk with you. And so we started walking and then all of a sudden, Drake comes charging again through the parking lot and yelling and swinging and trying to get me. And again, people had to keep us apart and I just kind of get ushered to the car and we leave.

In an interview with reporters, Complainant 1 described the incident this way:

Davis was there, and Complainant 1 said she saw him kissing another woman when she arrived. Complainant 1 said she brushed Davis off when he approached her, which made him angry. “He two-hand pushed me, and I flew back and fell on the floor of the bar,” Complainant 1 said.

They threw drinks at each other and were yelling, and teammates had to restrain him, she said. The bar manager kicked Davis out, while she stayed behind.

When she left that night accompanied by another player, Davis “comes out of nowhere and charges me,” Complainant 1 said. Again, teammates restrained him, she said. Davis showed up at her apartment that night, she said, and she had to call teammates to come get him.¹⁵⁴

Complainant 1 and Davis “lived in the same [off-campus] apartment complex” and Davis lived “down the hall from [Complainant 1] at this point.” Later that night, Davis “comes banging on my door, all angry and so I call some of the teammates to come get him.”

According to Complainant 1, Davis preemptively informed his position coach, Dameyune Craig,¹⁵⁵ about what happened, but Complainant 1 said Davis’ “story was kind of ‘I was just having a good time and Complainant 1 is an angry girlfriend or whatever it was and came in and just randomly threw a drink on me and I left . . . It was all Complainant 1’s fault.’” Craig, in turn, informed Complainant 1’s supervisor Lewis about the incident. It is worth noting that even this version of the report triggered an obligation under then-existing Athletics policy for Craig to notify Segar of this incident. Segar says she never was notified about it and we have been unable to locate any University records suggesting Craig made a report.

According to Complainant 1, Lewis “found out what players were there that night or called around and kind of talked to some of the players and did a little bit of her own investigation.” Lewis

¹⁵⁴ Kenny Jacoby, Nancy Armour, and Jessica Luther, *LSU knew in 2018 that officials kept allegations against athletes in-house. It did nothing.*, USA TODAY, December 15, 2020, <https://www.usatoday.com/in-depth/news/investigations/2020/12/15/lsu-knew-officials-skirted-title-ix-policy-failed-to-report-sexual-misconduct-guice-davis-2018/3859884001/>

¹⁵⁵ Craig is currently employed at Texas A&M. He has not responded to requests to be interviewed.

indicated to Complainant 1 that “some of the players backed up Drake and some of them backed up me.” Lewis then allegedly asked Complainant 1 if she wanted to set up a meeting between Complainant 1, Davis, and Craig to “talk about everything.” Complainant 1 “didn’t feel comfortable with that.”

Instead, Complainant 1 proposed a meeting between herself, Lewis, Soil-Cormier, and Craig. “But when I got there that week, it was just me, Keava and Sharon, which was definitely better.” During that meeting, Complainant 1 said Lewis asked for “my side of it and never asked if this is the only time or has this happened before.” Notably, Lewis suggested “calling the police;” however, according to Complainant 1, Lewis framed that possibility as: “if you feel like this is worth ruining his future, we can totally call the police.” Lewis purportedly also indicated, “[Davis’] career at LSU will be over, but we can totally call the police if that’s what you feel like he deserves after this.”

At that point, Complainant 1 “was still what I felt like was in love with Drake” and declined the offer to call the police. According to Complainant 1, Lewis indicated “whatever punishment you see fit, that’s what we’ll do. We’ll leave it up to you.” Complainant 1 responded, “I just want him to get the help he needs and I wanted him to go to therapy.” Complainant 1’s request was motivated in part because Davis purportedly disclosed to her that he had been abused as a child.

According to Complainant 1, at no point did Lewis or Soil-Cormier offer any counselling or assistance for Complainant 1, including any resources provided by the Title IX Office. They “never even asked how I was.” In a “cry for help,” Complainant 1 indicated she told both Lewis and Soil-Cormier that she “was scared of” Davis. Despite that, she said no one followed up with her and “life just went back to normal.”

In a newspaper article, Complainant 1 also said, “I told [Lewis and Soil-Cormier], ‘He lives down the hallway of me at my apartment. I’m scared of him.’ And, I remember it so vividly: They laughed . . . Like, ‘Are you serious?’ So dismissively. I wasn’t ready to tell people about my (abusive) relationship, but I was asking for some type of help, and they laughed it off.”¹⁵⁶ As part of this review, both Lewis and Soil-Cormier adamantly deny this. A third party interviewed as part of this review and who witnessed this meeting also sides with Lewis and Soil-Cormier and said Complainant 1 did not say she feared for her safety.

In 2018, after seeing an article regarding Davis’ arrest, Complainant 1 felt like she was “drowning.” At that time, she was working in the Athletics Administration building and described making a disclosure to Ausberry:

Drake and I were still somewhat involved. And so I was just very emotional about it and Verge and I somehow got on that topic about Jade and what had just happened and I had told Verge, you know that this had happened between Drake and I, too. And that he is capable of doing whatever Jade said he has done. And that’s—that

¹⁵⁶ Jacoby, K., Armour, N, and Luther, J. “LSU knew in 2018 that officials kept allegations against athletes in-house. It did nothing,” USA Today, December 15, 2020, <https://www.usatoday.com/in-depth/news/investigations/2020/12/15/lsu-knew-officials-skirted-title-ix-policy-failed-to-report-sexual-misconduct-guice-davis-2018/3859884001/>.

was when he first had told me, like, about oh, like this is a compliance. He's like—you could—you know, told me about Miriam [Segar] and then it was like the next day or the day after is when I got a random phone call and voice mail from Miriam. And then I immediately . . . called her back. And then I just never heard from her again.

Complainant 1 noted that when she made the disclosure, Ausberry “stopped the conversation” and said “I don’t want to know all the details . . . this needs to go to someone else.” Complainant 1 does not “remember if [Ausberry] told me to contact Miriam. I feel like if he did, I would have contacted Miriam. But all I know is after that conversation is when Miriam had contacted me.”¹⁵⁷

In his interview as part of this review, Ausberry confirmed the substance of this conversation with Complainant 1. He also said he reported this to Segar which likely explains why Segar reached out to Complainant 1.

The first time LSU’s Title IX Office became aware of any incidents between Davis and Complainant 1 was in October 2018. At that point, Complainant 1 described having a “breakdown” in her internship supervisor’s (Brenton Sumler) office and was not sure what to do. After asking how he could support her, Sumler (who Complainant 1 described as “an amazing man and awesome at what he does”¹⁵⁸) walked Complainant 1 to the Title IX Office. The Title IX Office then provided Complainant 1 with resources and academic support “because I was definitely struggling with school.” She also “got into counseling at LSU.”

3. October 2018 Title IX Investigation of Sharon Lewis

In addition to providing resources to Complainant 1, beginning in October 2018, the Title IX Office initiated an investigation into “allegations of a failure to report violations of University Policies on Sexual Misconduct . . . concerning LSU employee Sharon Lewis toward LSU student Complainant 1.” Given that others—including Soil-Cormier and Craig—were purportedly aware of the incident between Complainant 1 and Davis and failed to report it to the Title IX Office, it is difficult to understand why Lewis was the only respondent in this investigation. While the University’s Sharon Lewis investigation is a bit of a detour from the allegations of abuse involving Davis, a detailed discussion is helpful here because that investigation in late 2018 is fraught with many of the same missteps that we have seen in other files we have reviewed.

As part of the Title IX Office’s investigation into Lewis, Complainant 1 was interviewed by Investigator Jeff Scott on October 3, 2018. The information she provided in that interview is materially consistent with the information she provided as part of this review and summarized above. Of note, Scott’s interview notes attribute the following to Complainant 1: “[Complainant 1] disclosed that while she was dating Drake that about a month into their relationship he became angry and pinned her up against the wall—he would grab her by the neck and hold her down on

¹⁵⁷ Complainant 1 also indicated that “Verge cares about Drake. I don’t think his methods are right, but I think he views Drake as kind of a son and wanted to help him.”

¹⁵⁸ Sumler left LSU in August 2019 and currently works as the Director of Student Athlete Experience & Well Being at the University of Oklahoma.

the bed . . . She stated she was embarrassed and never told anyone because she really liked him and wanted to help him.”

Sharon Lewis was interviewed by Scott on November 5, 2018. According to the notes summarizing that interview, Lewis acknowledged that she knew Complainant 1 and Davis were dating. According to Lewis, she met with Complainant 1 in 2016 to investigate a report Craig made to her. Specifically, “Coach Dameyune Craig came to her because players had informed him of [Complainant 1]’s behavior at Tiger Land—[Complainant 1] reportedly threw [a] drink at Davis and he threw [a] drink back at her—he had to be [restrained] by players—she was restrained by her girlfriends.” Craig purportedly “told [Lewis] he talked to Davis and Davis denied it—he also talked with other player witnesses.” In turn, Lewis then “talked to other players also and they all gave the same story.” It is not clear from the investigative report what this “same story” was.

During her Title IX interview, Lewis said she “called [Complainant 1] in along with Keava [Soil-Cormier] [Assistant Director of Recruiting Operations] and Ya’el Lofton [Coordinator of Football Operations],” during which Complainant 1 said Davis “never hit her.” Lewis “said she asked if [Complainant 1] felt threatened” and Complainant 1 purportedly “said ‘no.’” According to Lewis, Complainant 1 “admitted to throwing [a] drink at Drake [because] he was with another girl.” According to Lewis, “because [there was] no physical altercation or sexual assault,” “she let [Craig] handle” the situation because “this was the way athletics handled things.” Scott’s notes of the Lewis interview indicate that Lewis said “she was not sure if she reported [the incident between Complainant 1 and Davis] to Miriam or Verge.”

In her interview as part of Husch Blackwell’s review Lewis adamantly denied saying this. Instead, she emphasized that she reported the incident via phone to Miriam Segar moments after the meeting occurred. Regardless, it was clearly not reported to the Title IX Office until Sumler brought Complainant 1 to the Title IX Office.

Soil-Cormier was not interviewed as part of the University’s Title IX investigation into Lewis. Given that she was purportedly in the meeting between Lewis and Complainant 1, this was an error.¹⁵⁹ She was interviewed as part of the Husch Blackwell review. Soil-Cormier stated that she was in the meeting between Complainant 1 and Lewis and was adamant that she was never made aware by Complainant 1 that Davis had abused her but was aware of “an incident at Tigerland where Complainant 1 threw a drink on” Davis. “I remember Sharon asking her, do you want to go the police?” When pressed on why Complainant 1 would need to go to the police if **she** was the aggressor and the one who threw the drink on Davis, Soil-Cormier responded unconvincingly, “Um, I’m not exactly sure, maybe because they had separated and just—just a suggestion to bring it up.”

¹⁵⁹ In an interview with Husch Blackwell, Scott indicated that “with hindsight,” he realizes he “probably” should have met with Soil-Cormier during his initial investigation. From Scott’s perspective, Lewis had admitted to receiving information implicating PM-73, Segar and Ausberry had both denied receiving a report from Lewis regarding Complainant 1, and Scott reviewed the University’s Title IX records and “did not find a single report from Lewis” in the system. Scott stated that at the time, he was not aware of the Athletics directive for all employees to report directly to Segar.

Regardless, following the meeting with Complainant 1, Soil-Cormier said she witnessed Lewis “pick up the phone” and contact Segar. She does not remember, though, what Lewis told Segar.

Coordinator of Football Operations Ya’el Lofton also participated in the meeting between Lewis, Soil-Cormier, and Complainant 1. Again, it was an error for her to have not been interviewed as part of the Title IX investigation into Lewis’ failure to report.

In an interview with Husch Blackwell, Lofton recalled hearing Complainant 1 describe the incident as follows:

Dameyune Craig called Sharon wanting somebody fired So apparently they had a conversation, it was [Complainant 1] he wanted fired because apparently she had done something to one of his players. At that time, I really didn’t know what was going on, so Sharon called me in there and she said, um, Coach, uh, Craig has called. He wants us to fire [Complainant 1]. I’m like how can he tell us to fire our student workers? What’s going on? And she said, well, I’m not firing her because I don’t know what’s going on. . . .

[Complainant 1] was called in. Sharon had me come in there. She said what happened? [Complainant 1] said he was with another girl or something at the bar. Um, [Complainant 1] was mad because I think he was kinda still seeing her, he was seeing other people, which a lot of players see a lot of girls, right? But you don’t ever want to get ‘em all in the same place at the same time. So she got mad. She saw him—she threw her drink at him and, uh, apparently some of the other players were there. The girls got her out, the players got him and then she left. That’s kinda all I knew, right? And that’s kinda all she provided me to in that original meeting. And she was saying why would I—and we’re like, we’re not gonna fire her for throwing a drink on somebody, you know?

Reflecting on the meeting Lofton recalled that Complainant 1 “was almost mad that she was called in about” the incident, because it was her “business” and not related to her job in the Football office. She also emphasized:

But, um, never in that meeting did [Complainant 1] ever say anything about anything other than just her throwing a drink on Drake. Now since then, I’ve heard all kinds of other stuff that she said that happened to her that she never said when I was in there, ever. She just was not real happy that we were calling her in once again about throwing a drink on someone.

Miriam Segar was interviewed by Scott on November 8, 2018. According to notes documenting that interview, Segar said Lewis “never reported any Title IX/Sexual Misconduct issue to her.” Notably, in an interview as part of this review, Segar denies saying this, clarifying that Scott “worded that wrong” because Lewis “obviously reported things.” Segar continued to deny, though, that Lewis reported the Complainant 1 incident to her.

Verge Ausberry was interviewed by Scott the following day. According to Scott’s interview notes, Ausberry “stated he has been a mentor to Complainant 1.” She purportedly “came to him a few weeks ago in tears asking if she could talk with him. She told him about how Sharon had fired her while she was in Europe and [she] felt it was unfair.” Complainant 1 purportedly “told Verge that she felt Sharon had fired her over [an] incident between her and Drake Davis at Tigerland in Fall 2016—[Complainant 1] told Verge it involved Drake throwing a drink at her.” She also purportedly “told Verge that she felt responsible for Drake’s behavior.” Ausberry “stated he immediately told her that he didn’t want to hear anymore and that she needed to speak with Miriam Segar since it sounded like a dating issue and that it dealt with Drake which he already knew there was an investigation.”

In Scott’s interview notes, Ausberry stated he gave Complainant 1 “Miriam’s phone number and told her that she really needed to disclose this information to Miriam.” According to Ausberry, “this was the first time he had heard there was any issue between Drake and Complainant 1” and “stated Sharon did not tell him about this situation” in 2016.

Following interviews with only Complainant 1, Lewis, Segar, and Ausberry, the Title IX Office concluded “that there is sufficient evidence to prove that Respondent Sharon Lewis violated LSU’s PM-73 policy in that as a Responsible Person she failed to report a potential violation of LSU’s Title IX and Sexual Misconduct Policy PM-73.” The rationale for this conclusion is confusing:

This determination is derived from the fact that both the Complainant and the Respondent admit to a meeting commencing whereby the conversation surrounded an allegation of dating violence between the Complainant and another LSU student athlete. The Respondent, a Responsible Person, admitted to a cursory inquiry involving questioning of potential witnesses to this allegation. The Respondent could not recall if she reported this information to the appropriate school designee.¹⁶⁰ The Title IX Office had no record of this allegation ever being reported. Two Material Observers deny that the Respondent ever reported this information to them.

...

The Respondent completed the Human Relations Risk Training conducted by the Dan Beebe Group for the years 2016, 2017 and 2018 and signed her respective acknowledgement form. The acknowledgement form states: “Employees are not required to confront anyone who is the source of the complaint or anyone closely associated with the persons who are the source of the complaint. However, I understand I have a responsibility to inform an uninvolved member of the Athletics

¹⁶⁰ This language about “appropriate school designee” is likely a reference to PM-73’s definition of “Responsible Person,” which states “Any employee who has the authority to take action to redress sexual violence or who has been given the duty of reporting incidents of sexual violence or any other misconduct prohibited by this policy by students or employees to the Title IX coordinator *or other appropriate school designee.*” Exhibit A (PM-73 (2015) at II (“Responsible Person”). As discussed in section III of this report, however, this “Responsible Person” policy is internally contradictory and confusing. In addition, there are no identified “other appropriate school designee[s]” in PM-73; therefore, from Lewis’ perspective, the Athletics directive to report to Segar (as outlined in Section III of this Report) was the applicable reporting policy.

Department or University administration, or otherwise utilize available avenues of reporting, so prompt action may be taken to stop misconduct and prevent future occurrences.”

A review of Human Resource Management (HRM) training records revealed that The Respondent has never self-enrolled and taken the [University’s] annual sexual misconduct training, “*Preventing Sexual Misconduct Training for Employees.*”

This finding was communicated to Lewis on November 20, 2018.

4. Lewis’ Appeal of Title IX Office Finding

On December 6, 2018, Lewis appealed this determination and her appeal statement provided more detail about her version of the conversation with Complainant 1 and conflicts in significant ways with statements attributed to her by Scott in his investigation.

First, Lewis noted that Craig told her that “Complainant 1 threw a drink at Drake Davis at a bar in Tigerland and that Drake threw a drink back at her.” Craig also purportedly told Lewis “that he was reporting this incident to Verge Ausberry.”¹⁶¹ After receiving this report from Craig, Lewis said she then “contacted Complainant 1 on or around October 3, 2016 to confirm the incident.” No explanation is provided for why she needed to “confirm the incident.” Lewis’ appeal claimed that Complainant 1 “admitted to being the aggressor in the situation by throwing the drink at Drake first and instigating the situation.” This was purportedly prompted by Complainant 1 being “upset at the fact that [Davis] was in the bar with another girl.” Despite the fact that Complainant 1 was purportedly the “aggressor” in this incident with Davis, she was never disciplined by her supervisors, Soil-Cormier and Lewis.¹⁶²

Lewis was adamant throughout her appeal document and in her interviews as part of the Husch Blackwell review that: “[n]ever did Complainant 1 tell . . . me that she was afraid of Drake Davis, or that any physical violence had ever occurred with him in this event or at any other time.” With that said, Lewis contended in her appeal that following her meeting with Complainant 1, Lewis called Segar “to give her the information that had just been [relayed] to me in a meeting with Complainant 1 and Keava Soil-Cormier where Complainant 1 [relayed] that an incident had occurred with Drake Davis.” Soil-Cormier purportedly witnessed this call with Segar. According to Complainant 1, she contacted Segar “because she is the LSU Athletic designated reporter for Title IX complaints.” Lewis then claimed that Scott’s summary of her interview was “false” and that she “told Scott I called Miriam Segar and reported the incident to her and that I reported the incident to Verge Ausberry.”¹⁶³ Lewis also claimed that she is “very mindful” about reporting because she had “been reprimanded in the past for not telling Miriam Segar directly”

¹⁶¹ Ausberry credibly denied Craig told him about this.

¹⁶² In contrast, Lewis did discipline Complainant 1 on February 10, 2017 for “giving out the private cell phone number of Derrius Guice to an angry female student who called and harassed Derrius.” On May 6, 2017, Complainant 1 was terminated by Lewis and, according to Lewis, this had “nothing at all to do with Drake Davis.” Rather, “[s]he was terminated due to mandatory downsizing and violating office privacy rules.”

¹⁶³ No one attended the meeting with Scott, and the interview was not recorded.

Regarding the latter, Lewis indicated that she had “been instructed by both Miriam Segar and Verge Ausberry to report all Title IX incidents to them directly and then they will report them to the higher authority, in this case, the Campus Title IX Coordinator.” Lewis contended that this was “a process put into place a few years ago from other incidents that occurred related to Title IX offenses by individuals in the LSU Athletic Department,” a reference to the Les Miles situation discussed above. She also claimed she had “actually been reprimanded openly by Verge Ausberry” regarding “a recent Title IX incident involving Derrius Guice where Verge Ausberry repeatedly told [Lewis] to tell Miriam Segar first and no one else.” This incident is discussed in more detail in Section VI.B.4. below.

Lewis also contended that Segar’s statement as memorialized in Scott’s investigative report that Lewis “never reported any Title IX/Sexual Misconduct issues” to Segar was false. In addition to reporting the Complainant 1/Davis incident to Segar, Complainant 1 claimed that she purportedly reported incidents involving at least three other employees, including “Les Miles” and “Verge Ausberry.”¹⁶⁴ Again, in interviews with Husch Blackwell, Segar stated she did not tell Scott that Lewis had never reported Title IX matters to her and acknowledged Lewis had made “many” reports of conduct potentially violating PM-73 to Segar, including the incidents involving Samantha Brennan and Les Miles. Put another way, Scott’s summary of his interview with Segar appears to be incorrect.

On January 15, 2019, LSU’s Title IX Coordinator denied Lewis’s appeal contending that even if all that Complainant 1 reported was “limited to the throwing of a drink in the bar,” that was sufficient to trigger a mandatory report under PM-73. Because she was the appeal officer, the Title IX Coordinator provided no supervision over Scott’s initial investigation due to the potential conflict of interest.

Inexplicably, the Title IX Coordinator concluded that this “report could have been made **through Miriam Segar, Verge Ausberry**, or directly through the Title IX Coordinator or Deputy Coordinators” (emphasis added).¹⁶⁵ According to Stewart, though, there was “no evidence” that such a report was made. However, at that point, Lewis had identified by name two witnesses who purportedly saw her report the matter to Segar. Neither were interviewed by the Title IX Office. This determination was then “forwarded to Human Resource Management for adjudication.”

On January 23, 2019, Lewis submitted an appeal of this finding to Lindsay Madatic. In it, Lewis reiterated that “she ‘called’ not emailed Miriam Segar on or about Monday, October 3, 2016 to give Segar the information that had just been [relayed] to Lewis in a meeting with [Complainant 1] and Keava Soil-Cormier. . . .” This time, Lewis described what Complainant 1 relayed as Complainant 1 “throwing a drink at Davis.” Lewis once again asserted that “Soil-Cormier was in Lewis’ office as a witness to the call Lewis made to Segar.” Despite that, notably, no one in the Title IX Office interviewed Soil-Cormier which Lewis describes as “a huge error.” We agree it was an error.

¹⁶⁴ We have been unable to locate any documentation regarding Lewis’ reports relating to Miles or Ausberry in the University’s Title IX or Human Resources records. We did locate a case file for the third employee Lewis identified in her appeal and can confirm that that incident was investigated and discipline meted out in that case.

¹⁶⁵ We note that this statement is inconsistent with Stewart’s statements to Husch Blackwell throughout the review regarding the appropriate process for Title IX complaints.

Additionally, Lewis noted that after she “made the complaints against the former coach [*i.e.*, Les Miles] sexually harassing her female student workers, Lewis was instructed by Segar to report all Title IX complaints directly to her and to no one else” Lewis also noted that when she complained about Title IX-related incidents, she purportedly “encountered great resistance from Segar and Ausberry” She also asked that Segar and Ausberry be investigated by the Title IX Office for failing to make mandatory reports. Despite this being reported to a Deputy Title IX Coordinator, the University has not investigated these allegations. She then relayed in her Title IX appeal that she “reported a Title IX complaint to Segar against Verge Ausberry” and that there “are several witnesses who have seen Ausberry yell and scream at Lewis, call her profanities, and do other acts of harassment.” Again, despite this being reported to a Deputy Title IX Coordinator, the University never investigated this allegation.¹⁶⁶

During her interview with Husch Blackwell, Segar confirmed that after the Miles incident, Lewis had reported alleged “harassment” and other inappropriate treatment by Athletics officials, including a specific complaint against Ausberry. During the interview, Segar read from notes summarizing Lewis’ complaints, stating that from her perspective, “it wasn’t a Title IX issue.” In addition, Segar acknowledged that Lewis was not “super comfortable” around Miles and “did not have a good relationship” with him because Miles “knew that she was aware of the allegations against him.” Segar further acknowledged assuring Lewis that “her job was protected,” and also acknowledged arranging counseling for Lewis because she “was emotional” about the way in which the University handled the Miles investigation. Segar confirmed that she did not report any of these complaints to the Title IX Office or to Human Resources for resolution. This was an error.

Stewart forwarded Lewis’ appeal to representatives from LSU Human Resources “Employee Relations” Department (including Deputy Title IX Coordinator for Employees Lindsay Madatic) for “next steps” and also to the University’s in-house legal counsel in January 2019.

Over the next several months, Lewis and her attorney continued to communicate with Human Resources regarding Lewis’ appeal. In May 2019, Lewis provided a detailed account of incidents she had reported to Miriam Segar and/or Verge Ausberry implicating PM-73. These included the comments regarding Miles alleged inappropriate comments and conduct directed at the two student complainants described above. None of this was investigated by the University.

¹⁶⁶ In interviews with Husch Blackwell, Football Operations employees confirmed witnessing Ausberry “hollering” and “screaming” at Lewis repeatedly over the course of the last several years. As one employee put it, “there’s just certain things that Verge does to Sharon. I don’t know if they think—and I don’t understand it—That stuff would never be done to me, you know? The day—if Verge Ausberry ever hollered or screamed at me on the telephone like I’ve heard him done to Sharon” When asked whether Lewis yelled or otherwise acted unprofessionally to Ausberry, this same employee noted that “when he would start doing that, she would talk loud to him, but it was never—I never witnessed Sharon doing anything of being overly screaming. . . . I never heard Sharon scream and holler like that at Verge, never, ever.

Ausberry denied treating Lewis inappropriately, instead describing their relationship as “brother-sister” and “love-hate.” Ausberry stated that he had on at least one occasion had “a very hot conversation” with Lewis regarding Lewis’ non-compliance with a directive, during which Lewis “blew up on me” and was “crying, howling, and cursing,” to which Ausberry responded with anger and a raised voice. Ausberry recalled that after this incident, Lewis “called Miriam [Segar], and said she wanted to report me for harassment.” According to Ausberry, Segar instructed Ausberry to “just leave [Sharon] alone” after this incident.

In September 2019, correspondence between Lewis’ attorney and Executive Director of Employee Relations Jennifer Normand indicated that Lewis was still seeking to remove the PM-73 finding from her disciplinary record, which Normand indicated was being reviewed by the Office of General Counsel (which supervises the Title IX Office). Ultimately, Normand (in consultation with a University attorney) communicated to Lewis that Lewis’ discipline was “remove[d] . . . from the file” “based on the information Lewis provided” in her appeal. There is no additional rationale or finding included in the correspondence.

Despite having the discipline “removed,” Lewis continued to seek to have the finding of responsibility for the PM-73 violation removed from her record, reiterating (through her attorney) her belief that:

It was established that Sharon was required to report up all violations and it was established that she did report the specific violation up to Miriam Segar and Verge Ausberry. It was established that they did not report those violations to the Title IX coordinator. It was also established that Sharon was not to report Title IX violations herself, but to report them to Miriam and Verge so how in the world was she found to not have reported a Title IX violation. It makes no sense. And during that investigation why weren’t Miriam and Verge found not to have reported the specific violation she and the alleged victim reported to Verge.

The correspondence also noted that Lewis would continue “sitting down with [Normand] and/or writing down everything that has been happening there as it relates to our prior discussions,” referencing Lewis’ description of the Miles harassment allegations and Lewis’ continuing concerns regarding mistreatment by Athletics officials. There is no indication of how Title IX, the Office of Legal Affairs, or the Office of Human Resource Management resolved Lewis’ request to remove the finding, no indication that anyone at the University formally investigated Lewis’ complaints regarding her working environment and potential retaliation, and no investigation of any other Athletics official—including Segar or Ausberry—for failure to report a Title IX concern under PM-73.

The Lewis investigation illustrates a host of basic problems that we have also seen in our review of other matters by the Title IX Office and which are discussed at length throughout this report.

5. Reports of Abuse of Jade Lewis

We ultimately agree with the University’s determination that the incident between Complainant 1 and Davis (even if it were just “drink throwing”) should have been reported to the Title IX Office. Despite all of the murkiness surrounding the Lewis investigation, there is no question that the incident was not timely reported to the Title IX Office. There is also no question that Jade Lewis was abused by Drake Davis in May 2017 and from April 2018 until at least August 2018. Assessed in this section of the report is who at LSU knew what about Davis’ abuse of Lewis (and when) and whether employees of the University responded appropriately.

a. May 2017 Abuse and University Knowledge

It is worth emphasizing that many of the *victims* discussed throughout this report were also LSU student athletes or Athletics employees. For instance, Lewis was a highly recruited tennis player who enrolled at the University in January 2017. According to all individuals we interviewed, she intended to play a semester of tennis at LSU and then become a professional tennis player in May 2017. In her sole semester of collegiate tennis, she had a remarkably successful season and was awarded SEC Freshman Tennis Player of the Year.

Her last match with LSU was at the NCAA Singles Tournament in May 2017 at which point she left Baton Rouge to become a professional tennis player. She posted the following on her Instagram account at the time:



On May 19, 2017—two days prior to her travelling to attend the NCAA Singles Tournament, Jade reported to a tennis teammate that Davis punched her. According to phone records, her teammate texted Davis: “I told you this Drake, hitting her was not a smart decision,” to which Davis responded, “Idc” and “She broke into my house.” Jade’s teammate later texted, “Did you hit her again though? Like weeks ago?” Davis responded, “Yes.” The conversation continued with the teammate texting, “Why did you punch her Drake? You are better than that,” to which Davis responded, “You don’t understand.”

The teammate, who requested to remain anonymous, told us in an interview that she was deeply uncomfortable with the escalation in Jade and Davis’ relationship and took steps to “block” Davis from her phone. She also strongly encouraged Jade to report the information to the police or the school and “to get help,” but “Jade refused.” The teammate stated she “didn’t know how much [LSU tennis coach Julia Sell] knew” about this May 2017 incident, but stated that she had never directly told Julia that Davis abused Jade. Jade’s teammate also reported having a “very good relationship with the Sells, even today” and stated her belief that if Julia Sell had become aware of any alleged violence, she would have handled it appropriately (due largely to her own experience sharing information with Julia Sell).

In the *USA Today* article, a teammate (who was anonymous in the article) said “she personally reported Davis’ abuse to Julia Sell” at least “six to seven months before” June 2018. This would have been November or December of 2017. We have been unable to definitively identify the person who made these statements, and they have not identified themselves to Husch Blackwell for an interview. None of the witnesses we have interviewed regarding this matter, though, said they informed the Sells about abuse prior to Jade’s return to Baton Rouge in March 2018.

In addition, Lewis stated in the *USA Today* article that “she told a team athletic trainer, Donavon White, that Davis punched her in the stomach in May 2017” In an interview with Husch Blackwell, Lewis again stated that she informed White in May 2017 because she was “sore at practice, like in my stomach,” which prompted her to “tell Donavan” that “Drake had punched me in the stomach.” Lewis stated that White’s response was, “Nothing. Absolutely nothing.” She added, “I told him that it had happened because I remember clearly that in April of 2018, he said to me, he goes didn’t this already happen last year? I’m gonna have to report it because it’s already happened.”

We interviewed White on January 5, 2021. White explained that he was employed as a graduate assistant in LSU’s Athletic Training Department and in the summer of 2017, he staffed the football team. The tennis team’s full-time trainer at the time was Sean Carter. In “late April/early May” 2017, Carter left LSU, and White “transitioned” to staffing the tennis team shortly thereafter. White stated that he “probably officially met Jade” in April 2017, during this transition. White also stated that he knew “of” Davis due to his time with the football team, but he denied having any knowledge that Lewis and Davis were in a dating relationship at that time. White also denied that he knew of any abuse between Davis and Lewis prior to “spring of 2018, after she had left and come back” and “was trying to get her eligibility again.” We found White’s account credible and consistent with other accounts regarding Lewis’ communications about her injuries during this time. We also note that, in April 2018 (as discussed below), White did immediately report Davis’ abuse when he learned about it then.

Beginning in June 2017 through February 9, 2018, Lewis participated in professional tennis tournaments throughout the world. Despite the May 2017 incident of abuse, however, in March 2018, she elected to return to Baton Rouge. She initially moved in with Davis, but after communicating with the Sells and Segar, the University placed her in University housing on March 21, 2018. Jade began classes during LSU’s “spring intersession” on May 14, 2018.

One of the disputed facts we have been tasked with addressing is whether Jade’s father, David Lewis, reported the May 2017 incident of abuse to tennis coach Mike Sell during the summer of 2017.¹⁶⁷

In a statement to police investigators dated August 19, 2018, David Lewis reported:

Mr. Lewis had contacted Ms. J. Lewis’ tennis coach, Mike Sell (LSU Tennis coach - female team), on two separate occasions. Mr. Lewis called Mr. Sell in June and July of 2017, [and] during these phone calls Mr. Lewis explained that Ms. J. Lewis was being physically abused by Mr. Davis. According to Mr. Lewis, Mr. Sell said, “I don’t believe that,” and in the second call he was told again about the relationship and abuse at which time Mr. Sell had said, “Couldn’t be possible, wouldn’t be possible.” Mr. Lewis went on to explain that he knew his daughter was coming back to LSU at this time and wanted to alleviate and stop the abuse by notifying the coach.

¹⁶⁷ Our assessment of that issue is discussed below. The assessment is complicated by the fact that this matter is from several years ago and has already received considerable media attention.

During an interview as part of this review, David Lewis' account was slightly, but materially, different. Lewis stated that, in June 2017, he told Mike Sell that "there's something going on with Jade, it's toxic, she's behaving strange, it's just not right." Lewis clarified that Mike Sell initially contacted him in June to discuss an unrelated NCAA compliance investigation for the University. According to David Lewis:

We had a couple of conversations there in June. And—but it certainly came out in that conversation about there's something going on with Jade, it's toxic, she's behaving strange, it's just not right. And he denied it. "No, no, no. He's a superstar, he's—there's no way, you know, there's no way that basically that guy could mix with your daughter. It's just he's a big time foot—he's a big time football player."

David Lewis did not specifically state that he told Mike Sell that Davis was physically abusing Jade during the June 2017 phone call(s). Instead, David Lewis described being understandably focused on his concern that his daughter was behaving strangely, including "red flags" with Lewis' relationship with Davis, which he allegedly communicated to Mike Sell. David Lewis also described concerns regarding the Sells' alleged attempts to encourage Jade Lewis to renege on plans to play professionally.

Over the course of this investigation, we were provided a string of emails between David Lewis and Mike Sell from June 13, 2017. Significantly, there is no mention by David Lewis to Michael Sell of any abuse and Lewis appears to be solely concerned that Jade wanted to stop playing professionally and return to play college tennis. Lewis tells Sell that because of various financial commitments, Jade is "ineligible for college tennis now anyway."

In his interview with Husch Blackwell, David Lewis also stated that in July 2017, Jade confided in her sister, Carolina (who is now deceased), that Davis punched her prior to the NCAA Tournament. According to David Lewis, Carolina confronted Davis over the phone. Lewis described Carolina's conversation this way:

So Carolina calls Davis and, uh, and Carolina ended up telling my wife and I that, Davis—because Carolina was very concerned about Jade's behavior. She was, you know, we noticed it but she was telling us something's—that's not our Jade. That's not my sister. That's not Jade. She's—something's up.

So she called Davis, or it was a Snapchat or whatever, whatever means they use these days, and, uh, long and the short of it was, uh, we know that, um, Davis was abusive towards Jade. Called her a fucking cunt. And called me, to Carolina, he called—your father's a dick. Which I don't even know the guy, but he's still calling me a dick to our—to—to, uh, Carolina. And then during that time, then it started to come out. Because Jade had told Carolina that she was punched before the NCAAs but again, like a lot of bystanders, or, you know, they—they keep these things to themselves. But uh, that's when we became aware of it that, uh-huh, now we know that, you know, she was assaulted.

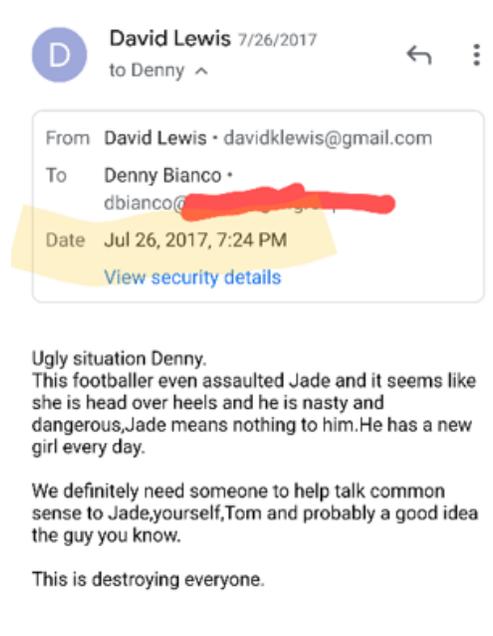
David Lewis stated that Lewis' sister relayed this conversation to them "around July the 24 or 25."

According to David Lewis, this prompted him to contact Mike Sell in July 2017. He described the conversation in our interview this way:

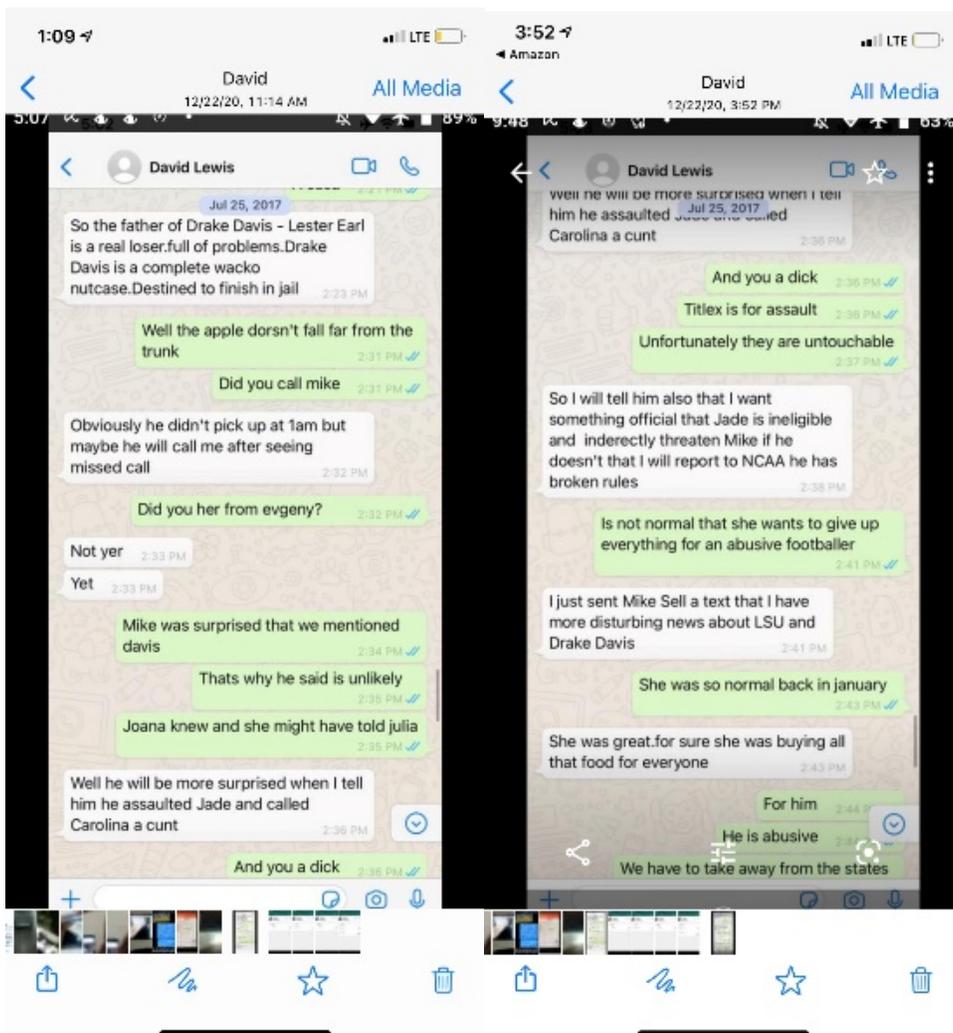
And that's when I called Mike Sell in July, when we found out. I went through—we went through text messages with my wife's—just now, earlier, because she was in Italy at the time, towards the end of July—it was actually July the 25th, 2017. . . . I was in Germany waiting for Jade because Jade was up in Finland playing . . . a couple of tournaments with a coach. And I had to stay in Germany to pick her up when she came back from Finland. So I was in Germany at the time and I was calling the Sells and then we found out this—then—she was abused. So that's when I called Sell. We're having a few conversations about—and Sell was telling me she's still eligible, she's still eligible. I said she's turned pro. She's playing club tennis. She's taking money. She's got sponsors. You know, all this stuff. And now she's still pro, she's still pro. It doesn't matter even if she's—she's still eligible. She's still an amateur.

And it was like, Mike, you know, we've just found out what's happened as well, and, you know—so after that conversation, that was the end of it. Never spoke to him again in my life because we knew what they were doing. It became a tug of war.

David Lewis provided two pieces of documentary evidence relating to the alleged July 2017 phone call. The first is a July 26, 2017 exchange between himself and the Director of Tennis at a facility in Hilton Head, South Carolina, Denny Bianco. In it, Bianco asked about whether Jade was “ok” because she had retired in the third set of a tennis match in Europe. David Lewis responded as follows:



He also produced the following texts between himself and his wife from July 25, 2017.



In the texts to his wife, David Lewis noted that he “just sent Mike Sell a text that I have **more** disturbing news about LSU and Drake Davis.” (Emphasis added). The alleged text between Mike Sell and David Lewis was not provided as part of this review.

In his interview with Husch Blackwell, Mike Sell confirmed that had phone conversations with David Lewis in June and July of 2017, but stated that Lewis’ descriptions of the “substance of the calls are completely inaccurate.” Regarding the June 2017 conversations, Sell stated that Mr. Lewis called to ask if Sell “had heard from Jade” because “Jade wants to come back to school” and “wants to come back to Baton Rouge.” From Sell’s perspective, David Lewis was unhappy about this development because he “wanted to keep the narrative of [Jade] playing pro tennis alive” regardless of “whether Jade wants to or not.” Sell also recalled that Jade Lewis “called me a lot that summer,” saying she was “unhappy” and “wants to come back to school.” Sell described these conversations as Jade asking, “how do I take control of my career,” to which Sell responded “she has to do it,” referring to having a direct conversation with her father. Sell also noted that he communicated to Jade that she would need to “talk with Compliance about maintaining

eligibility.” Sell also recalled an in-person meeting with Jade in August 2017 in a “hotel lobby in New York,” during which she reiterated that she “did not want to play in the pro tour,” “wants to come back to LSU,” and was seeking advice regarding “how do I talk to my dad about this.”

Mike Sell also specifically denied making any statements to the effect of “couldn’t be true, wouldn’t be true” or “wouldn’t be possible” at any point in his conversations with David Lewis, describing this as a “fabrication.” Sell added that over the several months that Jade was playing on the pro tour, Mr. Lewis described Davis as a “distraction” to Jade and emphasized that he “did not want her coming back [to LSU] for a boy.” Sell stated again that at no point did David Lewis communicate that Davis was “abusing” Jade. Sell noted that at the time Davis was not a “big time” football player, stating that he had no awareness of Davis at all.

Weighing all of this information and documentation, we first find that there is insufficient evidence to conclude that David Lewis communicated that Jade Lewis was being abused by Davis in June 2017, as indicated by David Lewis’ August 2018 statement memorialized in the LSUPD report. Although Mr. Lewis may have expressed concerns regarding Jade and Davis’ relationship in June 2017, Mr. Lewis acknowledged that he was not aware of any physical violence by Davis until his older daughter relayed that information to him on or about July 25, 2017. Accordingly, David Lewis’ August 2018 statement that he told Mike Sell that Jade “was being physically abused by Mr. Davis” “on two separate occasions” in June and July of 2017 is inconsistent with the information he provided as part of this review because any reports in June would have predated when David Lewis and his wife became aware of the abuse.

Additionally, David Lewis explained in his police interview that he told Mike Sell about this abuse (even though Jade was no longer enrolled at LSU and was in another country at the time of the purported report) because at that point “he knew his daughter was coming back to LSU . . . and wanted to alleviate and stop the abuse by notifying the coach.” This is curious because at that time, Jade had turned professional and we have found no indication that she had any definitive plans to return to LSU in June or July; although, she had expressed to the Sells that she was miserable on the professional tour and wanted to return. Additionally, it prompts a question: if David Lewis wanted Mike Sell to know about the abuse so that it would stop, why wouldn’t Lewis have reported the incident to someone else at the LSU campus or the police when Mike Sell purportedly ignored him?

Similarly, Jade Lewis returned to Baton Rouge in March 2018 and actually moved in with Davis. We have struggled with David Lewis’ account that he flagged this issue in July 2017, was ignored by Mike Sell, and then never raised the issue immediately prior to Jade’s actual return to campus and (Drake Davis’ apartment) eight months later.

Mike Sell has credibly denied David Lewis’ assertion regarding reports of physical violence by Davis against Jade. As noted above, Sell also pointed out that Davis was not even someone he knew at the time. Davis was not a prominent member of the football team and had only played in three games prior to July 2017 (he had one reception that entire year). We have been unable to identify any motive for Mike Sell, the tennis coach, to protect a “star football player” who was abusing one of his star tennis players, especially since Davis was clearly not a star football player.

Put simply, we have concluded that there is insufficient evidence to conclude that David Lewis reported to Mike Sell in June or July of 2017 that Davis had abused Jade Lewis.

b. April 3, 2018 Abuse

It is undisputed, though, that Davis' abuse of Jade Lewis continued a couple of weeks after Jade returned to Baton Rouge in March 2018. Specifically, on April 3, 2018, Jade Lewis was hit by Davis. At that point, Lewis was not an LSU student.¹⁶⁸

On April 14, 2018, Davis had the following text exchange with Executive Deputy Athletics Director Verge Ausberry:

Davis: This Jade girl is crazy
Ausberry: Who is that?
Ausberry: The Tennis Player?
Davis: Yes
Ausberry: What happened?
Davis: She's trying to go to compliance for me hitting her, she's trying to get me kick off the team. I went over there to get my stuff. She got mad that I wouldn't talk to her. She started to hit me. And I hit her in the stomach.(which is not good) and I walked out... then when we were out. She starts punching (I didn't touch her) me in the bar and so I got her kicked out. And she tried to call the police at the bag.
Davis: Now because I don't want to be with her. She's trying to talk now... that happened like two weeks okay

These text messages were only discovered because the Louisiana Attorney General's office conducted a forensic digital analysis of Davis' cellular phone as part of a subsequent criminal investigation into Davis' abuse of Lewis. During his interview with Husch Blackwell, Ausberry provided some context, indicating that Davis had complained to him that he wanted Lewis to move out of his apartment, but she refused.

After receiving these text messages, Ausberry's phone records showed that he did not immediately call Segar or the Title IX Office. Instead, he spoke with Davis for six minutes. In an interview with *The Advocate* newspaper, Ausberry said that "when he confronted Davis about his text, Davis assured him he had not hit his girlfriend, saying they were simply arguing about her refusing to leave." That assertion is not credible as Davis explicitly says in the text exchange that "I hit her in the stomach" and acknowledges this "is not good." As discussed below, Davis also subsequently admitted to the Title IX Office that he hit Lewis.

In the newspaper article, Ausberry also said he advised Davis to call the police. According to Ausberry, "When [Davis] told me on the phone that he did not hit her, that's the information I had

¹⁶⁸ According to University records, Lewis began a course during the "spring intercession" on May 14, 2018.

at the time. That’s why I made the decision I made at that time. Now, hindsight 20/20, figuring out what’s going on in today’s world, yes, I would have picked up the phone and said, ‘You know what? We’re going to call 911 and figure it out.’”¹⁶⁹ This explanation is not credible.

During his interview as part of this review, Ausberry said that prior to this text exchange, Davis had told him that “a white man was harassing” Davis on at least two occasions. Ausberry identified this “white man” as Jade’s father, David Lewis. When Davis reported this alleged “harassment” to Ausberry, Ausberry stated that he recommended Davis “call the police,” which Davis declined to do. Ausberry shared this anecdote presumably to bolster his position that he again told Davis to “call the police” in response to the information purportedly relayed to him in the April 14, 2018 texts and phone call.

Ausberry also said that at the time, he did not believe that Jade Lewis was an LSU student and had never been informed that incidents involving non-students triggered reporting obligations under PM-73.¹⁷⁰ In any event, in addition to not calling the police, it is undisputed that Ausberry never reported the matter to Segar or the Title IX Office. This was an error.¹⁷¹ At a minimum, Athletics policy noted it was “imperative” for employees to report incidents of student athletes engaging “in misconduct unbecoming of a student-athlete” to Segar. Dating violence—a crime—certainly qualified. In addition, Ausberry acknowledged being familiar with Lewis and her affiliation with the University in his interview with Husch Blackwell. A prudent employee and administrator would have taken steps to report this information to appropriate authorities to at least conduct a welfare check given the seriousness of the information relayed in the text messages.

¹⁶⁹ Andrea Gallo and Brooks Kubena, *LSU official might have broken federal law after Drake Davis admitted he hit girlfriend*, The Advocate, November 18, 2020, https://www.theadvocate.com/baton_rouge/sports/lsu/article_bfa592b6-29ae-11eb-94d1-2377391922ad.html

¹⁷⁰ The “jurisdiction” statement in PM-73 (2015) indicates that “LSU shall have discretion to extend jurisdiction over conduct that occurs off campus when the conduct adversely or significantly affects the learning environment or LSU community and would be a violation of this policy and/or any applicable campus policy or code of conduct, if the conduct had occurred on campus. In determining whether or not to extend jurisdiction, LSU may consider, among other factors, . . . if the alleged conduct by the student or employee: 1. Involved violence or produced a reasonable fear of physical harm; and/or 2. Involved any other members of the LSU community or any academic work, records, documents, or property of LSU.”

¹⁷¹ We believe the University should consider appropriate discipline for Ausberry. Ultimately, it is the University’s responsibility to determine what is “appropriate” discipline for this failure to report. For the sake of clarity, we view the failure to report as a significant error by Ausberry. The failure could have led to catastrophic consequences. At the same time, and while we understand the anger in the University community regarding this matter, we believe it is imperative that Ausberry be treated fairly. To that end, Ausberry is a long-time and valued employee of the University. His contributions to the University and to the University’s African American community in particular are laudable. Additionally, Ausberry’s failure to report should be viewed in context – as discussed above, there was a clear lack of leadership in providing clarity about institutional reporting obligations. This was a long-recognized problem at the University that was never meaningfully addressed. One of our primary recommendations below is designed to finally address this. Finally, we are also mindful that there was a previous review conducted of this specific matter which concluded that “we do not find a basis to discipline any of the employees with whom we spoke because of the general misunderstanding regarding proper reporting processes” While we believe there is a basis, in fairness to Ausberry, we agree that discipline should take into account this “general misunderstanding.”

c. Information Shared from East Baton Rouge District Attorney

It bears noting that the disclosure of these texts in the November 2020 *USA Today* article was not a surprise to LSU. The East Baton Rouge District Attorney specifically shared the texts and other information regarding the Davis criminal case with former President Alexander and then-University General Counsel Tom Skinner in November 2018. The texts and other information were shared in meetings between the leadership of the University, LSUPD, and personnel from the District Attorney's office tasked with investigating the Davis case.

In addition, the District Attorney went so far as to prepare "detailed timelines of the various allegations against Mr. Davis" which included "contacts [between] LSU staff and witnesses, the alleged victim, and Mr. Davis." That 57-page document was specifically shared with General Counsel Skinner on November 8, 2018 because the District Attorney understood "the need for you and LSU to have some basic information to conduct any investigation that you feel appropriate based on the information that you have from your meetings with the LSUPD and my office." The cover correspondence from the District Attorney also noted, "My office has no jurisdiction over any potential Title IX investigation but feel obligated to provide what information that we can in a limited fashion to you at this point in order for you to review and make appropriate decisions."

Of note in the shared materials is the following disclosure:

4/14/2018- Drake Davis text messaged Verge Ausberry, "She's trying to go to compliance for me hitting her, she's trying to get me kicked off the team. I went over there to get my stuff. She got mad that I wouldn't talk to her. She started to hit me. And I hit her in the stomach.(which is not good) and I walked out... then when we were out. She starts punching (I didn't touch her) me in the bar and so I got her kicked out. And she tried to call the police at the bag."

4/14/2018- Verge Ausberry (cell- 225-939-2017) called Drake Davis at 4:36 p.m. The call lasted for 6 minutes and 1 second.

However, despite being provided with this information, no Title IX investigation regarding Ausberry's failure to report Davis' admission of dating violence against Jade Lewis was immediately initiated by the General Counsel, who oversaw the Title IX Office. This, despite the fact, that the Title IX Office was in the midst of a haphazard investigation into Sharon Lewis' purported "failure to report violations of University Policies on Sexual Misconduct" regarding Davis' alleged abuse against Complainant 1. This information was also not shared with the University's Title IX Coordinator, who Skinner supervised.

Instead, as noted above, the University's review of the information and evidence contained in this report was apparently handed off to the Morgan Lewis law firm in April 2019—five months after the University was provided the information. The final Morgan Lewis report was delivered on September 16, 2019. A draft of an earlier version of the report discovered as part of this investigation contains the following insert regarding whether to discipline "any of the employees with whom [Morgan Lewis] spoke," which included Ausberry:

- Impose discipline upon employees who do not report PM-73 prohibited conduct properly.
 - This should only be implemented once there has been sufficient training and education around the proper reporting practice. As explained above, we do not find a basis to discipline any of the employees with whom we spoke because of the general misunderstanding regarding proper reporting processes and lack of evidence of intentional withholding of information or failure to report.

As noted previously, this report was not shared with the Title IX Office, not investigated by any University office, and Ausberry was not disciplined following the report.

d. Segar’s First Report to Title IX Regarding Davis

In any event, it was not until April 26, 2018, almost two weeks after the Ausberry-Davis text exchange, that a report of abuse was made to the University’s Title IX Office. Fortunately, there was no escalation in violence in the almost two weeks between the date Ausberry was put on notice that Davis hit Lewis and when the report was made. On April 26, 2018, Miriam Segar appropriately submitted an on-line Sexual Misconduct and Sexual Harassment (PM73) Complaint Form. This report was routed to Associate Dean of Students & Director of Student Advocacy and Accountability Jonathan Sanders and the Title IX Coordinator, Stewart.

The report noted that “Davis and Lewis are in a dating relationship” and that it “was reported by Lewis to the team athletic trainer and to me that she was punched in the stomach/rib area by Davis on April 3, 2018.”¹⁷² The report noted that this was the first time this incident had been reported to “Athletics Administration”—however (presumably unknown to Segar), it had been reported to Ausberry, the Executive Deputy Director of Athletics, almost two weeks prior.

According to Segar’s report, more than three weeks after being punched by Davis, Lewis’s ribs were still “very swollen” and she had been unable to sleep because of the pain.¹⁷³ In her report, Segar noted “Lewis reported that Davis was first abusive to her in Spring 2017 when he was upset and punched her in the stomach” and that the April 3 incident was “the second time she had been physically abused by Davis.” According to the report, Lewis “indicated that Davis is very possessive of her and doesn’t like her to leave the apartment and always wants to know where she is.”

The report noted that Lewis was “encouraged to cease contact” with Davis and “file a report with LSU Police.” Lewis “indicated that she was still in a relationship with Davis and did not want to

¹⁷² Another issue we briefly explored during this review is whether LSU’s medical staff appropriately documented Lewis’ examination and treatment following her April 25 report. Lewis was treated by Dr. Carey Winder, a staff physician. White was present during the examination. During our interview, White stated that medical records for students are typically recorded in a program called “EMR.” During Lewis’ examination, White recalled typing some notes, but stated that this was done in a “Microsoft Word document” and not the University’s central database because, at the time, Lewis was not an active athlete. Both Husch Blackwell and the Baton Rouge police department requested a copy of these notes, but the University was unable to produce them, and a forensic examination of the device by law enforcement did not produce the record.

¹⁷³ We emphasize that had Ausberry reported Davis’ text message to the Title IX Office or the police when he received it, Lewis could have received more timely medical care.

report the incident to police.” The report closed that the “[i]ncident is concerning for [the] safety and welfare of the student.”¹⁷⁴

The next day, the Title IX case was assigned to Scott, who noted that this was one of the first—if not the first—Title IX cases he handled in his new role as Lead Investigator at the University. Susan Bareis of Lighthouse also “reached out to Jade for Lighthouse Support.”

In a quote in a newspaper article, a former University official said, “As soon as the Office of General Counsel became aware of the allegations that Drake was being abusive toward Jade Lewis, we conducted a textbook investigation involving the District Attorney’s Office, our Title IX office, LSUPD and Student Affairs. We moved Drake from campus as fast as we could and we tried to give Jade as much support as we possibly could.”¹⁷⁵ While this case was remarkably complicated, for the reasons discussed in detail below, this simply was not a “textbook investigation” and Davis was not “moved . . . from campus as fast as [LSU] could.”

Instead, despite Segar’s April 26, 2018 report indicating that the April 3 incident was the second alleged act of dating violence committed against Lewis, and despite Segar expressing concern for Lewis’ safety and welfare, the University’s Title IX Office did not interview Lewis until May 21, 2018 (almost a month after Segar’s report). This is the short note summarizing that interview:

Interviews with Complainant Jade Lewis:

Interview was conducted by Jeffrey Scott with the Complainant on 5/21/2018.

Meeting held with Lewis in the Title IX Office. Lewis stated she did not want Davis to get into trouble. She just wants someone to talk to him and let him know what he did was wrong. She is a reluctant complainant and decides she does not want to move forward with the case. Lewis provided with additional support resources.

Scott then waited until May 23, 2018 to reach out to Miriam Segar to schedule an “informal interview” with Davis. Scott “spoke with Miriam Segar” who said “she will be out of town till Monday the 28th” and that the interview would be scheduled upon her return. It is unclear why Segar’s attendance was necessary to schedule an interview with Davis (who had been accused of a serious act of dating violence) or why the interview scheduling was being facilitated through Segar. Ultimately, the Title IX interview with Davis was not scheduled until June 5, 2018. This delay was unreasonable given the seriousness of the situation.

Underscoring the latter point, on May 31, 2018 (*i.e.*, after Segar’s Title IX report but before Scott interviewed Davis), Davis sent Lewis the following texts threatening to “beat,” “punch” and “kill” Lewis:

- “You might as well come over right now. I’m really about to beat you. I’m not joking. Idc anymore.”

¹⁷⁴ Lewis was technically not a student at this point. With that said, unlike Ausberry, we believe Segar made the correct decision in making a report regarding this matter to the Title IX Office.

¹⁷⁵ Andrea Gallo, *In Drake Davis abuse case, SEC and LSU president were warned two years ago about school’s inaction*, The Advocate, December 2, 2020, https://www.theadvocate.com/baton_rouge/sports/lsu/article_fd6afef0-34b3-11eb-805d-07786b992ee1.html

- “I’m gonna punch you. Come over. I might kill you. You’re so stupid. Idc at this point. Hurry up. The longer I wait the more angry I get.”
- “Fucking stop talking to me you stupid cunt . . . Just kill yourself. You literally have nothing to live for.”¹⁷⁶

While the University was not aware of these texts and escalating threats, they highlight the necessity of urgency when investigating allegations of relationship violence, even where the reporter is a reluctant participant.

During his June 5 interview with Scott, which took place “in the Athletic Office,” Davis described his relationship with Lewis as “volatile.” He claimed Lewis “has occasionally gotten very physical with him” and that she purportedly “even busted in his apartment door.” Davis contended that he “had to fight her off of him.”

Regarding the April 3, 2018 incident, Davis claimed he “went to her apartment to get his belongings” and they “got into an argument because she wanted him to stay.” Davis contended that Lewis “kept hitting him on the back and head.” Remarkably, Davis **admitted** to the Title IX investigator that he “turned and punched [Lewis] in the stomach.” After punching Lewis, Davis said he “left the apartment.” Regarding the allegations of earlier abuse, Davis stated that he “did not recall punching Lewis before” and “maintained this was the first time.”

Throughout this interview, Davis maintained that **he** was the actual victim of abuse and “stated there have been several occasions where he could have reported Lewis for being violent but chose not to.” According to Scott’s notes, the interview closed with Scott thanking Davis for meeting and advising “him of student support services” He was also told that he should have “limited contact with Lewis.” While Scott did not have the text messages above, there is no evidence that he asked to see any of Davis’ text messages with Lewis. Despite the allegations of earlier abuse, the severity of Lewis’ injuries, Davis’ acknowledgement that their relationship was “volatile,” and Davis’ admission that he “punched” Lewis, the University took no interim action to suspend Davis and also did not issue a no contact or other protective order to separate Davis and Lewis.¹⁷⁷ This was an error.

Instead, the approach was too passive -- the following note closing this dating violence case was entered the day after Davis’ interview:

Interview
Jeffrey Scott

IN PERSON WITH STUDENT
Tuesday June 5, 2018 at 1:49pm

Interviewed Drake Davis in the Athletic Office. Met with Miriam Segar afterwards and agreed that Davis would be placed in mandatory counseling. Segar also stated she would inform Coach Orgeron.

¹⁷⁶ These were found in the forensic review of Lewis’ phone.

¹⁷⁷ When asked about this decision, Jonathon Sanders—the Director of Student Advocacy and Accountability and decision-maker regarding interim suspensions—stated that they were reluctant to issue a no contact order to the parties because Lewis “didn’t want a no contact—she wanted to contact Drake . . .we knew she would violate the order and we didn’t want to have to charge her” As discussed below, though, they did charge her with other alleged offenses during this time.

When asked whether she had ever “inform[ed] Coach Orgeron” of the development, Segar stated she did not “know whether I specifically talked to Coach about Drake, other than to say here are the issues, they are being investigated.” Orgeron similarly did not recall any specific communication with Segar regarding the outcome of this investigation or the counseling directive, although he did recall an instance where Segar called him to report something along the lines of, “Coach, Drake needs to stay away from that girl,” referring to Lewis. As discussed below, this task of trying to keep Davis and Lewis apart was given to assistant football coach Mickey Joseph.

We believe the mandatory counseling edict, standing alone, was insufficient under the circumstances. Nevertheless, the Title IX Office did not even monitor whether Davis was attending “mandatory counseling.” Instead, Davis was referred to an “in-house counselor” in the Athletics Department. Davis attended one appointment on June 8, 2018 and failed to show for scheduled appointments on June 15, June 22, July 13, and July 20.

There is also no indication about how the Title IX Office arrived at the decision to not move forward with discipline against Davis considering that: Davis admitted to punching Lewis; her injuries were so severe that she had “very swollen” ribs weeks after being punched; this was not the first incident of alleged abuse against Lewis; and Segar’s expression of concern for Lewis’ safety. While we recognize the complexity of the situation—namely, Lewis was a reluctant participant in the process and continued to initiate contact with Davis—at the risk of being repetitive, we believe it was clear error to not interimly suspend Davis from the University at this point and move forward with disciplinary proceedings against him. The failure of the Athletics Department to report the earlier incident involving Complainant 1 compounded the error.

e. Segar’s Second Report to Title IX

Perhaps not surprisingly, less than two weeks after the Title IX Office closed the matter, on June 18, 2018, Segar made another PM-73 report involving Davis.¹⁷⁸ The incident is described as follows:

¹⁷⁸ On June 19, 2018, a tennis player reported to Julia Sell that she was “concerned for Jade.” The tennis player purportedly told Sell “that she had to go to Jades (sic) apartment at 2:00am where the cops were called because Jade was in a fight with her boyfriend, Drake Davis. She said Jade complains that he is abusive and hits her but lied to the police about what happened.” Sell immediately shared this information with Segar. The following day, Julia Sell also “followed up with Jade about the cops being called to her apartment.” She “asked what happened” and Lewis “said it was a big misunderstanding and that her and Drake were just arguing.” Lewis “said she was good.” In an interview with Husch Blackwell, Sell indicated that this was the first time she became aware of physical abuse between Davis and Lewis. She also stated that several other players reported concerns regarding the relationship during this time frame, all of which she relayed to Segar “on a nearly daily basis.”

In early morning hours of Monday, June 18 @ approximately 2:00am, Drake Davis went to WCA apartments to Jade Lewis room. Jade had previously provided Drake a key and he entered the apartment with the key and went to her room. Jade was expecting Drake as the two had been texting prior to his arrival. Jade was upset with Drake because he had been in Miami, FL over the weekend and posted some things on social media with other girls. Jade indicated that although she knew Drake was coming over she asked him to leave once he arrived and didn't want to hear his excuses about the weekend.

██████████ reported being awoken by Jade's scream and hearing her repeatedly say things like "stop- No-- Leave" . She also heard rustling in the room and Jade screamed another time. She called 911 and requested that the police come to help her roommate. Upon arrival the police separated the three individuals to gather statements. ██████████ reported that after the police left, Jade returned to the apartment and thanked her for calling the police and told her that Drake was drunk and that she was scared and that he had grabbed her neck and arms.

Jade told me that Drake did not hit or harm her and that she was telling him she didn't want to talk and asked him to leave but understood why her roommate called police. When asked if she was injured in any way, Jade told me that during the interaction with Drake that she had hit her ear on the bed causing her earring to fall out and bleed.

Despite the incident taking place in the University's on-campus West Campus Apartments building, it was reported as having taken place "off-campus."¹⁷⁹

INCIDENT AND CASE INFORMATION

Report Number	Role Victim	
Incident Date 2018-04-03	Incident Time	Incident Location Off-Campus
Reported Date 2018-04-26	Referral Source Staff	Reported By Miriam Segar msegar@lsu.edu
Case Created Date 2018-04-27	Assigned To Jeffrey Scott (LSU TIX Lead Investigator)	Home Office Office of the Dean of Students
Access Restriction No group-based restriction		

The University did not issue a Clery Timely Warning (despite having a practice of sending such warnings for dating violence cases)¹⁸⁰ for this incident, and it is not clear whether the incident was counted in the University's Clery statistics.

In this report, which was assigned to Stewart, Segar rightfully noted that she is "concerned about higher level of escalation and potential injury" and "for escalation of domestic violence." Additionally, around this time, various LSU tennis players were expressing concerns not only for Lewis' safety but about the possibility for spillover violence which could impact them as well.

In any event, despite this being the third incident of dating violence reported to the Title IX Office regarding Davis and the dire concerns expressed by Segar about "escalation and potential injury,"

¹⁷⁹ As we note in other areas of the report, our review did not include an analysis of the University's Clery crime statistics, but the accurate designation of the location of crimes (*i.e.* in or outside of "Clery Geography") is a critical step in crime statistic compilation and reporting.

¹⁸⁰ See, e.g., <https://lsu.edu/police/alerts/2017/1028-domesticviolence.php>.

the University waited over two weeks (until July 3, 2018) to even charge Davis with potential violations of the LSU Code of Student Conduct. In contrast, on June 20, 2018, Residential Life staff members charged **Lewis** with “Violating, attempting to violate, or assisting in the violation of any Health and Safety related policy outlined within the LSU Residential Life Living on Campus Handbook”—because she had a candle in her room. She was found responsible for this violation two days later.

When asked about the decision to charge a victim of dating violence with housing violations instead of charging Davis for violating PM-73, Sanders stated that “Jade didn’t want to get Drake in trouble.” Because “she wasn’t cooperating,” Sanders “knew we would have hard time reaching the preponderance standard” even though Davis **admitted** in his interview with Scott that he hit Lewis. According to Sanders, although “Jade didn’t want to move forward” with a PM-73 case, “we did have control over residential life. . . . So we charged them with res life violations.” Sanders stated that “we thought we could at least address the residence life issues—the fact that he had a key . . . it was a way to engage, to try and address the behavior with Drake.” Sanders added, “at the time, we didn’t know about all the other stuff” and his team was “trying to understand other ways to address the situation outside of PM-73 because she did not want to come forward.”¹⁸¹

For many reasons, we believe this decision was misguided. First, Sanders’ contention that the University “didn’t know about all the other stuff” at the time SAA charged Lewis with residential life violations is incorrect—the June 20 charging letter is dated two days after the June 18 report. It is also after Davis admitted to Scott that he punched Lewis. In addition, and regardless, disciplining a victim of dating violence for having a candle in her room—which was discovered through an investigation into a report of dating violence—sends a troubling message to victims of abuse and misconduct which does not encourage reporting to the University.¹⁸²

It is not clear though what, if any, interventions were made to ensure Lewis’ safety—albeit that any such interventions may ultimately have been ineffective given Lewis’ lack of cooperation and continued voluntary contact with Davis.¹⁸³ It is remarkable, though, that Davis was not interimly suspended based on the severity of the alleged conduct and Davis’ previous admission that he had punched Lewis in the stomach.

Following Segar’s June 18, 2018 report, Davis was simply required to meet with a Student Advocacy & Accountability hearing officer on July 11, 2018. Davis was interviewed by Sanders who provided the following short summary of the interview:

¹⁸¹ Lewis and Davis were referred as students of concern to the University’s CARE Team. Sanders indicated that the decision to charge the parties with residential life violations was made in those conversations.

¹⁸² We note that beginning in 2018 the University’s Code of Conduct implemented an “amnesty” policy in place to address such concerns. *See* Code of Conduct (2018) at 3.4 (“Student safety is of utmost importance to the University. To encourage Students to make responsible decisions, the University recognizes the need for amnesty from University sanctions in certain situations. . . . Amnesty is intended to promote action when an emergency situation is present. . . . The decision to grant amnesty will be determined by the Dean of Students and/or SAA on a case-by-case basis.”).

¹⁸³ Throughout this time, Lewis’ account vacillated between acknowledging the harm Davis was inflicting on her and then changing her position to say that she had made her previous allegations up. As noted above, this is a frustrating, but not uncommon, phenomenon for victims of relationship violence.

Interview was conducted by Jonathan Sanders with Respondent on 7/11/2018.

Sanders met with Davis and his advisor Mickey Joseph, who is his coach. Davis shared that he was from Baton Rouge and went to Dunham High School until his senior year, when he then transferred to IMG Academy in Florida for his senior year. Davis shared that he takes a lot of online courses at LSU. Davis shared that he and Lewis had been off and on for over a year. He said this drives her crazy as she wants to be in a relationship and Davis does not. He said he was young and just wanted to have fun. He said they have gotten into two big arguments and these were verbal arguments. Davis said he went over to her apartment the night of 4/18/2018, because she wanted her stuff back (bags) because she was upset he was in Miami taking pictures with other girls while on a boat. He shared that [REDACTED] is not friends with Lewis. Davis said he had a key to Lewis' apartment, but didn't want one. Davis said he refused but he was dropping her off at the airport for a trip and she told him to take the key in case she needed him to access her apartment while she was gone. He said he thinks this was her trying to get him to trust her. Davis shared that when he got to the apartment that night, Lewis didn't want to come to the door. He said she didn't want her stuff back so she could come over later and retrieve her items. So he opened the door to give her stuff back. Davis shared they were in a verbal argument regarding his trip to Miami. Davis shared that she was being emotional while they were both sitting on the bed and she hit her ear and ripped her earring on the bed post. He said he was sitting at the foot of the bed when that occurred. He denied ever hitting her or being physical with her. Davis shared that when Lewis came back from trying to go pro in tennis back in March, she just showed up at his place and actually lived on his couch for a week until his mother notified one of the coaches and they got her out of there. He said he tries to stay away from her, but one of his roommates is friends with Lewis and brings her over to his apartment. Mickey Joseph chimed in and said he was going to talk to the other player that brings her to Davis' apartment and ask him to not do that.

Around this time, as alluded to above, Davis' position coach, Mickey Joseph, was put in perhaps the impossible position of ensuring that Davis had no contact with Lewis and vice versa. During his interview as part of this review, Joseph made plain this was a position he was deeply uncomfortable being put in. Lewis' coach, Julia Sell, reported receiving a similar instruction from Segar and described feeling exasperated and overwhelmed with the task, which included managing the concerns of Lewis' teammates as well as the safety of Lewis herself. We agree that this was an inappropriate request for the University to make of the students' coaches. Instead, the University's reasonable concerns about keeping Davis and Lewis apart—or more aptly, protecting the safety of the campus community—should have been facilitated through LSUPD, Residence Life, and/or SAA.

Two weeks after interviewing Davis, on July 25, 2018, Sanders finally interviewed Jade Lewis. In his report summarizing his interview with Lewis, Lewis mentioned the April incident with Davis but purportedly “said she did not want to pursue Title IX options” She also “shared that she ended the relationship Monday, July 23, 2018”

During her interview with Sanders, Lewis was “adamant that she and Davis were not in a physical altercation” on June 18. “She said he never touched her that evening” and “said that Davis did not hit her or choke her as stated by [Lewis' roommate]. She said it was only a verbal argument.”

The report closed by Lewis saying that “she and her parents had a falling out and she does not speak to them.” Lewis also shared that “her parents do not know about this situation and she doesn't want them to know.”

Three other students were also interviewed as part of this investigation, including Lewis' roommate at the time. During the roommate's interview, she shared that a second witness (one of Davis' teammates) had told the roommate that "Davis choked Lewis." The second witness "also shared that Davis hits Lewis." According to Lewis' roommate, Davis' teammate "shared that Davis choked Lewis once while they were in the car" and "said that Lewis' lips turned purple." He also told her that "Davis dropped off Lewis in a dangerous part of town and then came back and picked her up."

Regarding the night in question, Lewis' roommate "shared that she woke up about 1:30 am and heard Lewis scream, 'No..Stop...Get Off Me . . .'" "She also heard thrashing in the room" which prompted her to call the police. The roommate "said she heard Davis say 'Shut up' right before police arrived." "When Lewis came back she shared with [the roommate] that she was strangled and that Davis was hitting her." The roommate also "shared that Lewis had red marks around her neck." She "said that Lewis shared that Davis was so drunk and that he just came in and hit her." According to the roommate, Lewis was not forthcoming with the police when they arrived at their apartment. Despite all of this, Davis was not suspended on an interim basis and there was no tangible intervention by the University.

The third witness, one of Lewis' teammates ("Teammate 1"), shared that she was close friends with Lewis. Teammate 1 "shared that the night of [the] incident, Lewis called her when the police were at her apartment and told her to come over." When she arrived, Teammate 1 told Sanders "Lewis' neck was red and her ear was bloody from her earring." She shared pictures of Lewis' neck with Sanders. While she "has never witnessed any violence between the two," Teammate 1 believed it occurred. According to Sanders' notes, Teammate 1 "said that Lewis shared with her that she lied to police as she didn't want to get Davis in trouble," and "that Lewis is obsessed with Davis and doesn't think she will ever get over him."

f. Segar's Third and Fourth Reports to Title IX

On August 13, 2018, Segar submitted another PM73 report to LSU's Title IX Office:

Describe the incident(s)/event(s) including date, times, locations, and any potential witness(es) to the behavior.
Jade Lewis contacted me via text message on Sunday, August 12 asking to meet with me on Monday, August 13. We set a meeting for 8:00 am and she told me that she requested the meeting to let me know that she wanted to be truthful with the University and Athletics Department about the abuse she has suffered from Drake Davis. She indicated she was coming forward now because she decided to break up with him had no reason to cover for him any longer. She expressed fear over retaliation as she indicated that Drake has told her that his guardian (Mr. Bernhard) would have her deported (she is international) and kicked out of LSU if she told about their violent relationship. Jade expressed interest in obtaining a restraining order. I explained that a restraining order could only be obtained through filing a police report and appealing to a judge for a court order, but encouraged her to talk with the police. She indicated she wanted to first speak with the University staff and truthfully answer questions about incidents. She indicated that she has text messaging and pictures that document the circumstances and she would be willing to share with University. Also said that there are other friends of hers that have witnessed events and are aware of circumstances. I encouraged her to be truthful and provide complete information to campus.

Segar closed the report noting that she was concerned for Lewis' safety and "want[s] to make sure the case is handled with high priority and documented fully." She also "[e]ncouraged Jade to report incidents to police and press formal charges."

The following day, Segar submitted another report:

Describe the incident(s)/event(s) including date, times, locations, and any potential witness(es) to the behavior. Drake Davis reported to my office on Tuesday, August 14 at approximately 9:30am to report his concern for Jade Lewis' mental health and personal safety. He indicated that Jade showed up at his WCA assignment (during preseason camp) at approximately 10:00 pm on Wednesday, August 8 and tried to enter his WCA residence. He did not see her or speak to her but she attempted to gain access and was stopped by [REDACTED] and [REDACTED]. On Thursday, August 9 /Friday, August 10 @ 1:00am Lewis showed up to his off campus apartment and was drunk and asked to have sex with him. Drake indicated that he called her friend [REDACTED] to come get her and did not let her into the apartment. Drake has blocked her from social media but she continues to try to contact him through others. He indicated his reason for reporting this was his fear for her personal safety and indicated that she has attempted to harm herself by cutting her wrist in the past. He said wanted her to get assistance. I asked if he was fearful for his personal safety and he said no. I have attached copies of text messages he gave me.

Despite these reports, again, there was no immediate intervention by the Title IX Office or the University. This was a clear error. Instead, on August 15, Scott and Sanders interviewed another teammate of Lewis (“Teammate 2”), who—among other things—noted that “she saw Lewis crying from being hit by Davis” on April 3, 2018. The teammate “shared that Lewis said Davis hit her because Lewis and [Teammate 1] spent the night at Derrius Guice’s apartment the night before . . .” She also “shared that she saw Davis push Lewis in Tigerland one night.”

That same day, Scott and Sanders met again with Lewis because “Lewis said she wanted to tell the truth and was not truthful the first time they met.” During this meeting, “Lewis shared that she was punched in the stomach in May 2017, and this was the first incident of violence from Davis.” This purportedly “occurred at the Standard/ U-House.” Significantly, according to the interview notes, “Lewis stated she never mentioned this incident to anyone nor did she report it to anyone”¹⁸⁴ and “left LSU to go pro in tennis shortly after this incident.”

She then shared that:

one evening in April 2018, her, [Teammate 1], and [Teammate 2] spent the night at Derrius Guice's place after leaving the bars. Davis was upset and came to her apartment at WCA the next day. Lewis said that Davis fractured her rib. Lewis shared that they got into an argument and she grabbed his back as he was walking out of the apartment to let him know he should not be upset. Lewis shared that is when Davis turned around and punched her in the stomach. After this occurred, Lewis walked outside to go to [another student’s] place for assistance and this is when her friends pulled up and she let them know what had just happened. There is a picture of her stomach with a fist mark uploaded to the case file that [Teammate 1] and [Teammate 2] shared as they took the picture right after it occurred.

Lewis shared that one evening she was going to get sushi with [Davis Teammate] and [Teammate 1]. She thinks this was June 11 or 12th. She said that Davis pulled up and she got into his car. She then shared that [Davis Teammate] pulled up next to Davis and didn’t see Lewis in the car and asked Davis if he wanted to grab sushi

¹⁸⁴ This further contradicts her claim in the *USA Today* article that she told White in May 2017.

with he, Lewis, and [Teammate 1]. Lewis shared this made Davis angry so he pulled the door shut and drove her to the ghetto about 20 minutes away from campus. He then took her phone and put it outside and asked her if she wanted to get it. She said she did not. She then got out to get her phone and Davis drove off. She said she then called [Davis Teammate] to pick her up. Davis then came back to pick her up and had her get into the back seat. Davis then...grabbed her neck as he is driving. They headed back to her apartment. Lewis said she was crying and ran into her apartment. She said that Davis then came back and they talked on her bed for an hour. She said that [Davis Teammate] was at her apartment then as he was staying with her for a couple of days.

Lewis shared that Davis had her location at all times as she shared it with him on Find My Friends App, but he did not share his location with her.

Lewis shared that [Davis Teammate] has never used the key for her apartment besides June 18th. She said Davis was extremely intoxicated when he came back from Miami and she could smell it on him. He had her Louis Vuitton duffle bag as he wanted to take it to Miami. She said she was arguing with him since he was with girls in Miami and told him that she was going to Darius' (sic). Lewis shared that Davis walked in and punched her in the stomach as soon as he walked into her bedroom. She said she was laying down at the time. She said that Davis was strangling her the whole time. Lewis shared that Davis was grabbing her neck, but she could still breathe. She said she thinks it was so she couldn't leave. She said her earring was ripped out, but doesn't know how. Lewis shared that she touched her ear and it was bleeding. When Lewis noticed her ear bleeding, this is when someone knocked on her door and they could hear the radios. Davis went to check to see who it was and Lewis went into the bathroom to clean the blood off of her. She was only wearing a t-shirt so she put on a hoodie so they couldn't see her neck. She said she was not truthful with police. Then Davis drove home after meeting with police. Lewis said that Davis' dad found out and took his car away for a couple of days.

Lewis shared that when she met on July 25, 2018, Davis was back on the football team.

Lewis said that [student] (football), [student] (tennis), and [Davis Teammate] (Football) witnessed Davis pushing her in Tigerland up against a car one night. Lewis also shared that around the end of April or first of May, [Teammate 2] saw Davis push her one night in Tigerland.

Lewis said that she went over to Davis' on August 5, 2018, when she was intoxicated and was inside for a bit and then she left and he wouldn't let her back in. She was sitting outside his door and [Teammate 2] came to get her.

Lewis shared that she has text messages from Davis threatening her but doesn't want to share with us. Lewis shared that she showed the[m] to Miriam Segar in LSU Athletics.

Lewis said she has seen Davis a couple of times lately and neither one has spoken to the other. Lewis said she wants this to go away and doesn't want anything to happen to Davis. She said that Davis has threatened her and said his dad will take her to court if she talks and will get her kicked out of LSU and deported.

g. Lewis Reports to Police

On August 16, 2018, Lewis reported to the LSU Police Department that Davis had “on several occasions struck her causing serious bodily injuries.” She provided “photos of the injuries.” In bizarre fashion, that same day, Lewis was informed that **she** was being held responsible for violating Residential Life policies regarding alcohol because she was drinking wine in her apartment.

Notably, the District Attorney's Office also located the following text exchange between Segar and Davis where Segar appears to be assisting Davis with his student conduct matter involving Lewis:

8/17/2018- Miriam Segar text messaged Drake Davis saying, "Need to work on your statement to include personal circumstances/issues. When can you come by? Add that to your statement." Drake Davis responded, "I'm not sure but I'll add more to it."

On August 17, 2018, Davis was arrested by the LSU Police Department for Second Degree Battery – Dating Violence. Davis was quickly released on bond—and one of the conditions of his bond was that he was ordered to have no contact with Lewis. It bears noting that the LSUPD's investigation into this matter was exceptionally thorough and well done.

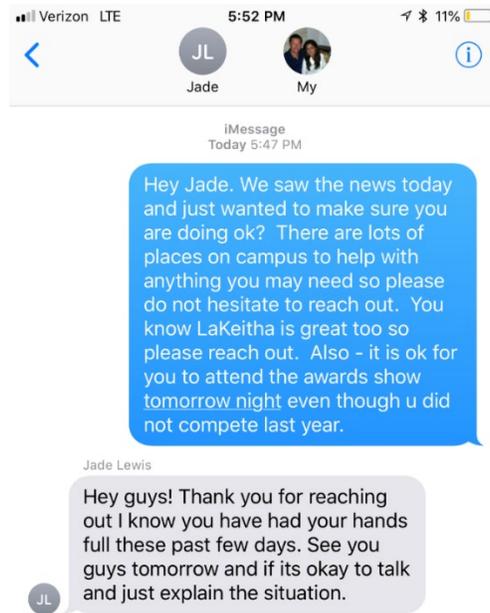
On August 18, 2018, media reports began running regarding Davis' arrest.¹⁸⁵ Almost a week after Davis was arrested and only after there was media attention regarding the matter, Sanders finally issued Davis “an interim suspension under the Code of Student Conduct.” Pursuant to the interim suspension, though, Davis was still allowed to attend classes on campus.

On that same day, though, in what had become a well-established pattern, Lewis sent the following text to Joseph:

¹⁸⁵ See e.g., Glenn Guilbeau, *LSU's Orgeron mum on Davis' battery charge of woman; attorney says alleged victim recants*, The Daily Advertiser, August 18, 2018, <https://www.theadvertiser.com/story/sports/college/lsu/2018/08/18/lus-drake-davis-charged-battery-woman-amid-alleged-pattern/1030894002/>

8/18/2018- Jade Lewis text messages Coach Mickey Joseph saying, "Good morning its Jade Lewis I wanted to speak with you about Drake. I apologize for everything I know that I can't take things back but I want to fix things. I felt pressured to be dishonest about Drake hitting me. The pictures that I gave the school were of photos and Drake wasn't the cause of any of my bruising it was from tennis and a few were from partying he never hit me ever. I was hurt about him not talking to me and constantly being with other girls so in a way I wanted to hurt him. I feel terrible about what I did please forgive me."

It bears noting that when Davis was arrested, the Sells and Jade Lewis exchanged the following texts:



In violation of the terms of the interim suspension and his bond conditions, on August 26, 2018, Lewis went to Davis’ apartment where they “got into an argument.” During the argument, Lewis was purportedly “pushed into a couch by Davis and injured her lower leg area.” According to Lewis, this happened “when she went to leave the apartment.”

h. Interim Discipline Is Implemented

A week later, on August 30, 2018 (or over four months after Segar’s initial report), Sanders finally placed Davis on a comprehensive interim suspension. This interim suspension was issued “due to the potential threat your behavior may pose to the LSU campus community” It barred Davis from participating “in academic coursework, campus activities, or appear[ing] on University property without written permission from Student Advocacy & Accountability.” Other than sending Davis a letter, though, we have been unable to identify any concrete steps the University took to ensure Davis complied with the edict. According to Maxient records, this full interim suspension was approved during a “Title IX case management meeting with Tom Skinner”

It was not until September 10, 2018 that the Title IX Office reached out to Davis to schedule an investigatory interview. In the Affidavit for Davis’ arrest, on September 15, 2018, “LSU Police

investigators also received information from a witness that another battery occurred between Davis and the victim where the victim was hit in the left eye several times” at Davis’ off-campus apartment. While Lewis “would not admit to Davis hitting her,” LSUPD investigators “could observe that the victim’s left eye was swollen.” She said that when she woke up, she “noticed she had a black eye” but “did not know how it happened.” A third-party witness advised the detectives that “the eye injury was caused by Davis after he slapped [Lewis] repeatedly in the face around her left eye.” Davis was arrested for a second time on September 15, 2018.

The day after his arrest, Davis’ attorney, Marci Blaize, submitted a request for Davis to resign from the University. As a result, the Title IX Office “temporarily closed” the Title IX case, and placed a hold on Davis’ transcript “until he meets with Title IX investigator to complete the investigation.”

On January 2, 2019, Davis pleaded guilty to three misdemeanors: two counts of battery on a dating partner and one count of violation of a protective order. Lewis refused to participate in the prosecution of the case.

i. Incidents Following Criminal Investigation

Six months later, on June 3, 2019, Segar reported yet another incident involving injuries to Lewis. This time, however, “Lewis told her [academic advisor] that she had been hit by a softball player.” From Lewis’ perspective, the parties got into a “verbal exchange” after the softball player (“Complainant 3”)—who also had a relationship with Davis—provoked Lewis by making a comment to the effect of “you put everyone in jail.” From Complainant 3’s perspective, however, Lewis instigated the altercation when she “walked past [Complainant 3] and ‘bumped’ into her.” Complainant 3 explained:

Jade was “stalking” Drake that evening and attempting to follow him from bar/bar. She said that while in the bar that evening, Jade had walked past her and “bumped” into her. She said that she noticed Drake leave the bar and saw Jade following him outside. Once outside she saw Jade chasing him through the parking lot and yelling and pushing him. She saw Jade punch Drake in the face multiple times and saw male friends of Drake pulling him away from her. Jade began walking in her direction on the sidewalk and they exchanged words. Complainant 3 said Jade Lewis swung at her and she grabbed her arm and pushed her. She said Jade attempted to hit her twice and both times she grabbed her by the arm to stop her. She does not remember punching Jade and said that her actions were in self-defense only.

Sanders followed up with Lewis, Complainant 3, and Davis. Sanders later reported that Davis “confirmed that Jade followed him out of the bar that evening and began hitting him.” Because “people were holding him back,” Davis “didn’t see the incident with [Complainant 3] but believes Jade went after her when she told her to stop hitting Drake.” According to Sanders, this information corroborated two other witness accounts.

It is unclear what action the University took in response to this incident, as this is the last entry in the case file.

On June 27, 2019, Davis “showed up” in Sanders’ office with Complainant 3. Davis stated he was on campus—despite being barred from campus due to his interim suspension—because he “wanted his hold removed.” The following day, Sanders contacted Davis to tell him that he had “a hold due to a pending matter with Title IX.”

The next day, Davis contacted the SAA office “in reference to the hold on his transcripts.” At that time, Davis “ma[d]e arrangements to meet with Title IX Office to finalize case.” He was interviewed by Jeff Scott on July 3, during which made the following statements:

Davis stated that he accepted a plea deal in January 2019, to two counts of battery on a dating partner and one count of violation of a protective order. Davis admitted that he did punch Lewis in the stomach on 4/3/2018, after an argument. Davis stated that the pictures showing a fist mark on Lewis’s side did not come from him. Davis stated on 8/26/2018, he and Lewis got into an argument in his apartment. Davis said when Lewis went to leave his apartment, he pushed her onto the couch causing a small cut and she bruised her lower leg. Davis denied he ripped an earring out of Lewis’ ear and denied ever choking Lewis. Davis stated on 6/18/2018, the LSUPD was called to Lewis’ apartment, but there was not physical altercation and no arrest was made. Davis state on 9/15/2018, he “indirectly” violated a protective order when Lewis came over to his apartment and he let her inside. Davis stated he did not recall an incident when he and Lewis were in his vehicle and he supposedly threw her out in a dark neighborhood.

At the conclusion of the interview, Scott “explained to Davis and Blaize that the preponderance of evidence supported a violation of PM-73 for Dating Violence against Davis.” Davis and his attorney accepted the finding and agreed to waive the 10-day Title IX appeal period.

Davis was expelled from the University on July 18, 2019. As communicated to Davis in the case resolution form, “Expulsion is the permanent separation of a Student from the University without the possibility of readmission. **You are not allowed on University property.** If you need to be on campus during the business day for official University business, you must receive approval from the Dean of Students in advance. **Expulsion will be recorded on the Student’s academic transcript.**”

While this was the correct outcome, due to an internal recordkeeping error, the required transcript notation on Davis’ academic records did not take effect. This was an error. The practical effect of this oversight was that Davis was able to request his transcript without the appropriate notation and transfer to Southern University in Baton Rouge later that fall.¹⁸⁶

¹⁸⁶ Jim Kleinpeter, *Former LSU wide receiver Drake Davis enrolled at Southern, coach Dawson Odums says*, The Advocate, October, 15, 2019, https://www.theadvocate.com/baton_rouge/sports/lsu/article_beeb7242-ef98-11e9-b751-e3ed55bb5d7d.html

j. November 18, 2020 Twitter Post

Of note, on November 18, 2020, following the publication of the *USA Today* article, Lewis posted the following photo on her Twitter account:

A recent *USA Today* article has called out numerous LSU officials for their knowledge of the sexual violence experienced by my teammate and I, alongside many other female LSU students, and covered up by LSU administration.

The LSU Women's Tennis coach, Julia Sell, released a statement claiming she had no knowledge of the allegations made by my teammate and I. This statement is a blatant lie. Four members of the LSU Tennis Team separately made Coach Sell aware of these events between May 2017 and August 2018. These women would be willing to confirm this information and corroborate my story, as one already has in the *USA Today* article. Additionally, my parents called during that time span to express their concern, and my coaches brushed them off. Lastly, I would like to add that during the criminal case regarding the allegations I made, Coach Sell instructed the tennis team to stay away from me. These were my teammates and closest friends at the time, and I needed their support.

I was betrayed by Coach Sell, and I will not stand by and allow her to deny knowledge of what I went through, when in reality she knew the full truth and simply chose to stand by. As details of the sexual misconduct within LSU continue to come to light, my hope is that LSU Athletics changes course and decides to be transparent and remorseful rather than continuing to create cover-ups and false narratives.

Regarding Lewis' statement that four separate members of the tennis team made Julia Sell aware of the abuse "between May 2017 and August 2018," we reiterate our finding that no witness interviewed as part of this review, including the three teammates Lewis identified from this post during our interview with her, have stated that they directly told any LSU employee, including Julia Sell, about the May 2017 abuse. One of the students identified by Lewis was not enrolled at LSU until January 2018, another did not join the team until August 2017. As discussed above, the third teammate did become aware of the May 2017 abuse after Davis texted her about the incident, but the teammate made clear in an interview that she did not relay this information to Julia Sell.¹⁸⁷

It is undisputed, though, that several teammates, including the teammates Lewis references in this post, did report the April and June 2018 incidents to Sell. It is similarly undisputed that Sell appropriately reported those incidents to Miriam Segar, as instructed by Athletics policy at the time, and that those reports made it to the Title IX Office.

Lewis' claim that "during the criminal case regarding the allegations I made, Coach Sell instructed the tennis team to stay away from me" is somewhat misleading. For context, as alluded to above, many of Lewis' teammates expressed concerns about being impacted by violence because they wanted to support Lewis, but she continued to have contact with Davis and he was volatile. In a conversation with the team during the criminal prosecution, Sells acknowledged the difficulty of the situation and noted that "a lot" of players approached her "with concerns and thoughts."

¹⁸⁷ Husch Blackwell conducted outreach to all other students on the 2017 LSU Tennis roster, many of whom did not respond or expressly declined to participate in the investigation.

She went on: “Every concern that I have heard for the last few weeks is coming out of unbelievable just care and love and respect. Not just for your teammates but for Jade. And we all love Jade. We all want Jade to be safe. Okay? Nobody is telling anybody don’t hang out with Jade. Be friends okay . . . So for those of you hanging around with Jade you know it is a concern to your teammates. They're worried about you. They're not just worried about Jade. They're worried about you. Okay?”

She ended the meeting with the entire team acknowledging that the situation is not

going away anytime soon and one of the biggest things that you guys need to understand is that I'm not an expert on domestic violence. Neither are you guys. You are not lawyers. You are not psychiatrists. Okay. The best thing we can do to help Jade is get her to professionals. Get her to accept the help that's all around her so that professionals can help her through this. None of us are qualified. None of us are qualified to properly advise her. Right? Be her friend be there for her. Choose whatever avenue you want to go but if you really want to help her the best thing you can do for her is get her to a professional. Okay? That is the biggest message that I can send to you on she needs to speak to professionals.

6. Abuse of Complainant 3

After being expelled and barred from LSU’s campus, Davis continued to have contact with LSU students. On November 23, 2019, Segar made another report to the Title IX Coordinator regarding a third victim:

[Complainant 3] is a current LSU student who has a relationship with Davis. Davis is a former LSU student who was expelled from LSU for past violent behavior. Davis and [Complainant 3] have had an on/off relationship for last several months. Complainant 3 and one of her teammates, . . . were at a party on Saturday, November 23, 2019, and Complainant 3’s car was towed and they needed a ride home. Complainant 3 called Davis to ask him to provide the ride to their apartment. Davis brought the girls to [teammate’s] apartment and Complainant 3 and Davis began having an argument. Complainant 3 exited the car slamming the door. Davis got out of the car and approached Complainant 3. More words were exchanged and Davis forcefully shoved Complainant 3 to the ground scraping her back, arms and legs when she landed on concrete. The scrapes were prominent and viewed on 11/25/2019 during the meeting I had with Complainant 3. Complainant 3 at this time does not want to report the incident to the police or University. She has already spoken to an LSU Athletics staff counselor about the incident.

Understandably, Segar reported feeling “[f]rustrated that [Complainant 3] has not made the choice to stay away from Davis. Encouraged her to contact police. Encouraged her to notify parents.” Segar stated she also “[d]iscussed her need to consider returning home or transferring as a way to be proactive with her safety.”

7. Conclusion

Throughout this discussion of the Lewis-Davis case, we have been candid about the many missteps we believe University personnel made. The reality is that the University was not equipped to handle a case this complicated. Equally clear is that these are precisely the sort of cases Title IX offices must be prepared to respond to. We make recommendations below about how the University can improve in this regard.

However, we do not think it would be fair to those personnel (nor would it be an honest, nuanced account of what happened) to ignore the fact that Lewis repeatedly frustrated various University and other interventions which could have mitigated harm. These include Lewis providing Davis with a key to her apartment and repeatedly initiating contact with him despite the advice of administrators, coaches, and her friends and teammates. This also includes the untruthful accounts she provided to the University's student conduct personnel and police department when both of those entities could have assisted her. We are troubled by her August 18, 2018 text message where she recanted her allegations of abuse and falsely asserted that she "felt pressured [by Segar] to be dishonest about Drake hitting me." We acknowledge and understand that the cycle of abuse is a tragic and common aspect of interpersonal violence that is challenging to navigate, and we do not include this information to cast blame on Lewis. These issues, though, had an impact on the University's ability to effectively intervene.

While there were numerous University missteps, even under the best of circumstances, there are limits to what can reasonably be expected of higher education institutions in situations of this nature. Ultimately, the most appropriate and effective intervention was something LSU had little control over—Davis needed to be prosecuted and jailed.

We reiterate that ultimately there is no question that the University was ill equipped to effectively respond to this situation.

B. Derrius Guice

Derrius Guice was a highly recruited running back from Baton Rouge who committed to attend LSU in 2015. While Guice played during the 2015 football season, he became a bona fide star during the 2016 season which culminated in him being named to the Associated Press All-SEC team. Despite battling injuries, Guice also had a successful 2017 season and on January 10, 2018 declared that he was leaving LSU to participate in the 2018 NFL draft.

While he was projected to be a first-round draft pick, Guice fell to the late second round. Explanations for his fall in the draft were murky. At least two media reports, though, referred to "a couple [unspecified] off-the-field incidences (sic) at LSU that were unreported" and "another investigation out there that could be potentially embarrassing for the kid and the team that drafts him" ¹⁸⁸

¹⁸⁸ Jared Dubin, *Derrius Guice on draft-day fall: 'Things came out of nowhere and weren't true'*, CBS Sports, April 28, 2018, <https://www.cbssports.com/nfl/news/derrius-guice-on-draft-day-fall-things-came-out-of-nowhere-and-werent-true/>

Guice was reportedly befuddled by these rumors: “It did surprise me because a lot of the things came out of nowhere and weren't true. I just didn't understand why me, out of all people, because I'm great to everybody, I have a great personality and I just didn't understand why everything just hit so hard with me out of everybody.”¹⁸⁹

In August 2020, Guice was released by the team that drafted him, the Washington Football Team, after he was arrested on multiple counts relating to alleged domestic violence. Guice was charged with one count of strangulation, one count of destruction of property and three counts of assault and battery. The strangulation charge stemmed from an incident that allegedly occurred in Guice's home in March where Guice allegedly strangled his girlfriend until she was unconscious. In a February 2020 incident, Guice allegedly pushed his girlfriend to the ground in the bedroom of his home which purportedly caused an injury to her left thumbnail.

The third assault and battery charge stems from an incident in April when Guice pushed the woman onto the ground outside of his Virginia home. The destruction of property charge came when Guice took the woman's phone and threw it in the street, where it shattered. The woman purportedly took pictures of the injuries she suffered in all three of the incidents.

Guice, through counsel, denied all of the allegations and in late January 2021, prosecutors decided not to move forward with a felony charge of strangulation.¹⁹⁰ He is scheduled for trial on misdemeanor charges in mid-March 2021.¹⁹¹

While at LSU, Guice was accused of misconduct that implicated the University's Title IX policies at least three times. For reasons discussed in more detail below, none of those accusations of misconduct were investigated by the University and Guice was never disciplined for any of these reports. It bears noting that Guice's attorney has adamantly denied that Guice engaged in sexual misconduct while at LSU.

1. Report by Complainant 1

On January 26, 2016, an LSU Swimming and Diving coach contacted Miriam Segar requesting an in-person meeting. During that meeting, the coach reported receiving a call from a parent of student-athlete, Witness 1, and that Witness 1 told her that Witness 1's friend, Complainant 1, confided in her about being sexually assaulted.

Segar immediately met with Witness 1 to get more details. Witness 1 shared that Complainant 1 told her that she was sexually assaulted by Guice “at off campus apartments, University House.” According to Witness 1, Complainant 1 originally called Witness 1 on Saturday morning, January 23, 2016, indicating she “hooked-up” with Guice and another football player, but the following afternoon confided that she had been sexually assaulted by Guice. Notably, Witness 1 “reported seeing bruising on [Complainant 1's] upper arms and that [Complainant 1] was very upset about the incident and ashamed it occurred and continued to say she wanted it to be over.”

¹⁸⁹ <https://bleacherreport.com/articles/2773171-derrius-guice-reportedly-had-shouting-match-in-pre-nfl-draft-meeting-with-eagles>

¹⁹⁰ <https://wtop.com/washington-football/2021/01/felony-charge-dropped-against-ex-nfl-player-derrius-guice/>

¹⁹¹ *Id.*

Later that afternoon, Segar reported the incident to then-Assistant Vice President, Human Resource Management and Deputy Title IX Coordinator, Gaston Reinoso. Reinoso informed Segar that Associate Vice President and Dean of Students and Deputy Title IX Coordinator Maria Fuentes-Martin handled student cases and that Segar should contact Fuentes-Martin to discuss the issue. Segar sent an email reporting the information to Fuentes-Martin later that night. She also sent an email to Witness 1 which she hoped Witness 1 would share with Complainant 1 which included “information on the LSU Lighthouse program which is a resource for victims of sexual assault” and “the LSU Policy on Sexual Misconduct.”

On Wednesday, January 27, 2016, Segar and Fuentes-Martin conferred and Fuentes-Martin indicated “that [the] most important thing is to offer assistance to” Complainant 1. Segar confirmed “that information was sent to [Witness 1] to provide to [Complainant 1] and encourage her to seek assistance.” Following that meeting, Segar again met with Witness 1 “to ask if she spoke to [Complainant 1] about resources and reporting the incident.” Witness 1 “indicates that she told [Complainant 1] that some LSU staff were aware of the issue and encouraged her to report the incident and at minimum get medical assistance and some counseling.” Witness 1 “reported that [Complainant 1] was adamant about not wanting assistance and not wanting to report.” Segar then “offered to meet with [Complainant 1] to discuss her rights of receiving assistance, reporting through University and/or reporting to police.” Witness 1 “agreed to talk again with” Complainant 1.

Segar and Witness 1 exchanged texts over the next couple of days where Witness 1 indicated that Complainant 1 “really isn’t wanting to have anything to do with it.” Witness 1 “reported frustration with not knowing what to do next.”

The University’s internal Title IX documentation shows that Segar made a written “PM-73 or Title IX” report January 29, 2016 and that the report was “assigned to Jacob Brumfield.” On January 29, 2016, Fuentes-Martin noted that then-System Title IX Coordinator Marchand “suggested that I reach out [to Complainant 1] to encourage her [to] contact me as the Title IX person.”

On February 1, 2016, Fuentes-Martin reached out to Complainant 1 via email:

Ms. Miriam Segar recently sent you an e-mail offering my name and contact information for an incident which you may need help with. My role as Deputy Title IX Coordinator for student cases is to ensure that we address immediate remedies for your safety and well-being. First and foremost, I want to discuss all of the services provided on and off campus to address your medical concerns as well as the availability of counseling. Secondly, we want to provide you with academic support and ensure that you are able to successfully continue with your studies at LSU. Lastly, I would like to discuss your options to investigate this incident which can be done administratively within LSU as a policy violation under Permanent Memorandum 73 (PM-73-Sexual Misconduct) which I have attached. I would like to encourage you to schedule an appointment with me so we can discuss this matter further. Please know that LSU is concerned for all of its student’s and wishes to provide support and services through difficult challenges.

I urge you to contact my office at (225) 578-7799 to schedule a date and time that you can meet and discuss further. If you have any questions or just need to get further support and resources, please contact me either by phone or email at mari@lsu.edu.

Four days later, Complainant 1 responded:

Hello Ms. Maria,

I apologize for responding this late but I wanted to think about everything and look at all of my options. I have decided I would not like an investigation to be performed. I have met with Ms. Seirra Fowler and I know all of the resources that are available to me. I plan to use them if needed. I appreciate yours and LSU's support through this situation.

Thank you for your time,

Sierra Fowler was the Director of LSU's Lighthouse Program at the time.

Fuentes-Martin responded:

I'm glad that you responded to me and I'm thankful that you took the time to meet with Seirra. We are all here to help you and will respect your decision not to proceed. I would like to leave the door open to future discussions with you should the need arise. I wish you the best in your endeavors.

Respectfully,

Mari

Sent from my iPhone

Fuentes-Martin then emailed Brumfield about "touch[ing] base with Seirra (sic) to see if there isn't any further follow up needed on our end." Brumfield followed up that he had spoken with Fowler and "she confirmed there are no expressed needs from us."¹⁹²

There is nothing in the file materials documenting how the University arrived at its decision to not move forward with an investigation; although, given the circumstances, this was a reasonable decision. However, and significantly, none of the Title IX records regarding this incident mention Guice as the respondent. When asked why Guice's name was not included in the written report Segar initially submitted to Fuentes Martin, Segar stated, she "didn't want to put it in writing" because "I got a lot of public information requests" and "didn't think it was super secure." She added, "I just wanted to call and talk to people." In an interview with Husch Blackwell, Fuentes Martin confirmed that Segar verbally identified Guice to her, and Fuentes Martin was "surprised that Guice's name was not in the file."

¹⁹² In a newspaper article where she discusses the alleged assault, Complainant 1 also noted:

"When a nurse at the health center asked if she planned to pursue a complaint against Guice, the woman said no. 'I don't want to be that girl that everyone looks at and says, 'Oh, she's lying,'" the woman said. "Also, I was kind of scared to go forward with it because he was so violent." The nurse's response reaffirmed to the woman that, even if she made a complaint to LSU, nothing would come of it. "He's like a god around here," the woman recalled the nurse, an LSU employee, saying. "It probably would get pushed under the rug."

<https://www.usatoday.com/story/sports/ncaaf/sec/2020/08/19/ex-washington-nfl-player-derrius-guice-accused-rape-while-lsu/3391053001/>. When interviewed as part of this review, Complainant 1 was unable to identify who this nurse was.

This was an error.¹⁹³ Because of this omission, when Guice was accused of subsequent misconduct by other students as discussed below, this initial report was not considered or revisited.¹⁹⁴

2. Report by Complainant 2

Complainant 2 was interviewed as part of this review on December 14, 2020. In a newspaper article, she described an assault by Guice five months after Complainant 1's report:

[Complainant 2] met [Guice] for the first time in late June 2016 at a bar near LSU . . . She had been drinking before she arrived, she said, and at the bar, Guice bought her several Patrón shots. She was “extremely” intoxicated, she said. Her memory of the night is fuzzy. “I was very drunk,” she said. “Way too drunk to give consent in the first place.”

The woman made it to her apartment, where she lived alone. She and Guice went separate ways. Sometime after, Guice texted her, asking if he could come over, she said. She said she allowed him to come over but told him nothing was going to happen.

That night, Guice forced [Complainant 2] to perform oral, then vaginal sex, she said. When she woke up in the morning, he was gone, she said. She told a few close friends that Guice had taken advantage of the situation, though she did not explicitly describe it as rape at the time, she said.¹⁹⁵

Complainant 2 indicated that her abuse of alcohol increased because of this assault, and on April 5, 2017, her substance abuse challenges ultimately compelled her to check herself into rehab. She was driven to this Lafayette rehabilitation facility by her coach, Julia Sell. Complainant 2's father texted Julia Sell thanking her “and Mike both for everything you're doing to help us out and help

¹⁹³ We believe the University should consider issuing appropriate discipline to Segar.

¹⁹⁴ In a newspaper article, Complainant 1 also relayed that her boyfriend at the time was an LSU football player. This player transferred from LSU in June 2017. At the time of his transfer, he said “I have nothing but love and respect for Coach O and all of my brothers at LSU.” In the *USA Today* article, Complainant 1 said she informed her boyfriend of the assault and he steered clear of Guice because “I probably would have lost my (expletive) on him.” In that same article, the boyfriend purportedly said LSU head football coach Ed Orgeron brought up the subject of his then-girlfriend and Guice “about a year after the alleged assault, telling the athlete he shouldn't be bothered by it.” Orgeron purportedly said, “Everybody's girlfriend sleeps with other people.” Orgeron credibly denied the allegation in his interview with Husch Blackwell. Instead, he had learned that the player was considering transferring. In trying to figure out why he wanted to transfer, Orgeron said he learned that player's “girlfriend was cheating on him and the team was teasing him.” Orgeron stated that when he spoke to the player, “it was what I would have told my son. I said, ‘you're not the only person who has this problem, there is a solution.’” Orgeron made clear: “No one ever told me [Guice] was accused of raping [the player's] girlfriend.” We have tried several times to reach the player on the phone number we were provided, but each time our calls went to a voicemail that had not been programmed to receive messages.

¹⁹⁵ Jacoby, K., Armour, N. “Two women say ex-Washington RB Derrius Guice raped them at LSU when he was a freshman,” *USA Today*, August 19, 2020.

[Complainant 2] out.” He “especially” wanted to thank them for “taking her to Lafayette this morning.”

The following week, Complainant 2 sent a card to Julia Sell where she noted, among other things, that “I really don’t have a way to fully put in words how thankful I am that you’ve done everything and beyond to get me the help that I need and have been right by my side throughout all of this. It means the world to me.”

Complainant 2’s treatment was paid for by LSU. According to Segar, this is a standard practice for LSU Athletics and records confirm that LSU’s payment was made upon her arrival at the treatment facility.

About a week into her treatment, Complainant 2 told a counselor that “she felt she was raped by an athlete at school.” According to records reviewed by Husch Blackwell, Complainant 2 indicated at the time that this was the first time she ever disclosed this incident to anyone and there is no explicit mention of Guice in the treatment records. At that time (approximately April 12, 2017), she said she also informed her family and friends. Both Complainant 2 and her father believe that a rehab center employee may have reported the alleged rape to LSU, but we have been unable to find evidence corroborating this.

Around that time, though, it is undisputed that Complainant 2’s father met with Julia Sell during the Southeastern Conference women’s tennis championships which was held from April 19–23, 2017 in Nashville. During this meeting, Complainant 2’s father wanted to thank Sell for taking his daughter to rehabilitation. In addition, Complainant 2’s father said that he told Julia Sell that his daughter “was raped by one of LSU’s football players.” At the time, Complainant 2’s father “did not know [the football player’s] name.” Complainant 2’s father said Sell responded, “I don’t believe her. She’s a liar.”

In an interview with Husch Blackwell, Julia Sell acknowledged that she met with Complainant 2’s father but contends he told her that the counseling staff were “exploring the possibility that she was raped.” She adamantly denied ever saying, “I don’t believe that.” She also adamantly denied calling Complainant 2 a “liar.” During her interview, Julia Sell indicated that Complainant 2’s father was not upset following their meeting during the April 2017 SEC tournament and actually cheered for LSU in a match they played against Texas A&M. Complainant 2’s father disputed this.

As part of this review, we interviewed friends of Complainant 2’s father who had contact with him following his meeting with Sell. Each relayed that Complainant 2’s father shared Julia Sell’s “I don’t believe her” response with them. They described him as upset, angry, and stunned. One witness actually saw Complainant 2’s father talking to Julia Sell and described him as “so upset afterwards” and that Complainant 2’s father was “in tears.”

While we do not know with certainty what transpired between Complainant 2’s father and Julia Sell during this conversation which occurred over three years ago, we find his account of the conversation credible. We have been unable to identify any motive for Complainant 2’s father to have been untruthful about this account. There are also witnesses to him being upset following the conversation. The conversation also marked a turning point in his relationship with Julia Sell—as

noted above, just weeks prior he had sent texts to the Sells thanking them for everything they were doing to help his daughter.

Notably, though, Sells **did** report the conversation she had with Complainant 2's father to Miriam Segar who, in turn, reported it to Title IX Coordinator Stewart. That report, though, was again not made by Segar through the University's online recordkeeping system. Instead, Stewart said that during the "early spring semester 2017," Segar called Stewart and told her that Complainant 2 "was inpatient for substance abuse" and that Complainant 2's father "had said to one of the Coach Sells (at a tournament out of town) 'his daughter was possibly assaulted' per one of the treatment professionals currently serving" Complainant 2.

According to Stewart, there was allegedly "no mention of what type of assault" and "Miriam and I discussed that if it came to light it was sexual assault, dating/domestic violence then Athletics would share with me." Stewart also did not create any records in Maxient regarding the Sells' and Segar's verbal report. This was an error.

According to Stewart, no one from the Title IX Office reached out directly to Complainant 2 or to her father to inquire further because she "was inpatient at the time and we didn't have access or find it appropriate while she was receiving inpatient care." However, even when Complainant 2 left the rehabilitation facility on April 26, 2017 (less than a week after Segar's report to Stewart), no one from Athletics or, more importantly, the Title IX Office reached out to her to gather additional information about this assault. This was an error. Around the same time, Complainant 2 withdrew from LSU.

3. Report by Samantha Brennan

On July 22, 2016, LSU Athletics department student worker Samantha Brennan reported to Sharon Lewis and Miriam Segar that Derrius Guice had approximately two weeks earlier taken a nude picture of her without her consent. Notably, in a text with a fellow student, Brennan noted she "was really surprised how supportive everyone was, especially Ms. Sharon. I would have thought they would have tried to shut me down but her and an advocate were the ones who encouraged me to go to the police and the advocate came with me."

The following is a portion of the police report summarizing Brennan's report:

On July 22, 2016 at approximately 1830 hours, I Sgt. Bodine responded to the Public Safety Building in reference to a complaint about video voyeurism. Upon arrival, I met and spoke with [REDACTED] (LSU Student W/F DOB [REDACTED] PH [REDACTED]) who stated a coworker saw a nude picture of her that was being passed around. [REDACTED] stated today (July 22, 2016), she arrived to work at Football Operations and was approached by several friends saying they heard a nude picture of her was floating around. [REDACTED] further stated that none of the friends who approached her actually saw the image, they were only told about it. [REDACTED] then advised that there was only one incident recently where the picture could have been taken.

[REDACTED] stated on Saturday July 9, 2016, that she and a friend went out for the evening in Tigerland. She said she first went to Fred's in Tigerland before going to Bogies. While out, [REDACTED] said she only had 2 drinks and 2 shots during the night. While at Bogies [REDACTED] said the friend she went with left. After her friend left, [REDACTED] advised she saw her friend [REDACTED] who works at football operations with her. When asked, [REDACTED] did not know [REDACTED]'s last name, only that he works in the equipment section. [REDACTED] next advised that [REDACTED] had bought her a shot from what she remembers. While hanging out with [REDACTED] [REDACTED] advised that [REDACTED] (LSU B/M [REDACTED]) approached them and started to hang out. [REDACTED] said from what she remembers, she was too intoxicated to drive home so [REDACTED] and [REDACTED] decided they would driver her and her vehicle back to her apartment.

After leaving Bogies to go to the apartment, [REDACTED] advised that [REDACTED] drover her vehicle with her back to University House while [REDACTED] followed. Once back at University House, [REDACTED] brought [REDACTED] back home however [REDACTED] stated she was unsure if she was left in the vehicle or her apartment. At this point, [REDACTED] stated it started to get blurry.

[REDACTED] advised that she believes [REDACTED] and her "fooled" around in her apartment especially on the couch. I did not question [REDACTED] to the extent of her encounter but she did advise she does not fully recall what happened.

[REDACTED] said on Sunday July 10, 2016 she woke up in her apartment naked. [REDACTED] did not recall fully what happened the night before but she did not feel as if she was assaulted. [REDACTED] did state that she found [REDACTED]'s wallet in between her couch cushion. At some point during the day on July 10, [REDACTED] stated [REDACTED] contacted her to retrieve his wallet from her apartment. [REDACTED] stated that the picture that was being passed around was of her naked standing in a doorway inside of her apartment. [REDACTED] further stated that she did not see the picture so is not fully sure if it is even her however this was the only incident that she could think of where the picture could have been taken.

[REDACTED] advised she was not sure if she wanted to pursue criminal charges at this time and would like to think about it. Detective Melchior was notified of the case. Sexual Violence Confidentiality Waiver was signed and attached to this report. Video footage of the interview was also requested to be burned and dropped into evidence.

In a follow-up conversation with the LSU Police Department, Brennan informed the detective assigned to the case that "she still wished to not pursue charges against [Guice] and also wished to remain anonymous as it relates to LSU CARE, Title IX, Lighthouse, etc."

On July 25, 2016, Fuentes-Martin emailed LSUPD Sergeant Marshall Walters that she believed Brennan's report "could be a PM73 case" and asked if Brennan "was provided info regarding Lighthouse and option to pursue [the] complaint via code of conduct since she isn't sure about criminal route." Fuentes-Martin concluded, "I don't want to drop this case especially as the respondent is an athlete."

Walters responded that Brennan "was provided with all resource information and declined to seek any help at this time." He also noted that Brennan "was adamant that her information not be shared beyond the police department"

On July 27, 2016, Director of Residence Life and Education Jonathon Hyde emailed Fuentes-Martin and Stewart seeking their guidance regarding how to proceed. Fuentes-Martin suggested recording the case "in Maxient as a PM73 case, but as information only. This will mean that we were aware, know the name of the suspect, but will not conduct an investigation as per the victim's request." This is precisely what should have been done with the initial report involving Guice discussed above. Her email closes, "I think this will wrap up the case. Thoughts?"

Stewart responded, "Yes, I agree with the approach. Absent prior consistent concerns, patterned behavior or elevated risks, I think the right approach is to respect the wishes of the Complainant. If there are other factors (pattern, predations, threats, weapons, violence) then our approach may be different."

While Stewart outlined the correct analytical framework, at that point, significantly, the “name of the suspect” (Guice) had not been recorded in Maxient regarding Complainant 1’s previous complaint against Guice. Had it, the decision about whether to pursue disciplinary charges against Guice may have been different.

Brennan stated she “quietly” left LSU during the Fall 2016. She stated: “I couldn’t handle a million fans cheering [Guice] on, knowing what he’d done.”

4. December 2017 Superdome Incident

On December 9, 2017, Guice attended a high school football game at the New Orleans Superdome. Following the game, the Athletics Department received a report that Guice had “aggressively Sexually Harassed” a 70-year old Superdome security guard.

In her appeal of the PM-73 violation and in interviews with Husch Blackwell, Lewis stated that on or about December 13, 2017, a woman and/or her purported legal representative began calling the Football Operations office demanding to speak with Coach Orgeron regarding an alleged incident of sexual harassment involving Derrius Guice. Lewis stated that she immediately sent a text message to Segar and Ausberry relaying the information, and provided screen shots of her text messages to Segar which were included in her appeal of the PM-73 failure to report finding.

Although Lewis reported the incident to Segar on December 13, the Title IX Office did not receive information regarding the report until December 19, when the alleged victim and/or her representative called the Student Advocacy and Accountability office directly. According to the SAA incident report, the alleged victim:

Stated that she was working security at the superdome on December 9th for the high school football games. At 3:30pm she was sitting on a chair at her post when Derrius Guice and several other men approached her. He began saying that he “likes older women” and asked if she would have sex with him. She was shocked and told him that was not funny. He continued to gesture at his private area and grab himself in front of her saying that “older women are my thing” and that they could just “go off and do it” somewhere. She told him that she is a grandmother and 70 years old and that he shouldn’t talk to people that way. The other men began to laugh. She tried to tell him how disgusting it was that he would treat her that way but he kept talking about sex as he got into an elevator and left.

She reported to her supervisor and that person called the Coach at LSU. He said that Derrius was probably just kidding around and that Derrius came from a broken home. She said that she did not care and that he should be punished for his behavior. She said that he did it with such ease that she felt like he had done this before. The coach asked what she wanted, “an apology?” She told him that she wanted Derrius to sit out from a game - the bowl game. He dismissed her and no one has returned her calls or done anything.

Husch Blackwell was not able to identify the “Coach” referenced in this report.¹⁹⁶

Sanders then reached out to Segar who indicated that “she was aware of the information” and that they “were notified about a week ago.” Despite that, Segar did not report the matter to the Title IX Office. This was an error if for no other reason than LSU’s Title IX policy applied to “off campus” conduct in certain situations.¹⁹⁷

¹⁹⁶ In an interview with Husch Blackwell, Head Coach Orgeron denied having any direct communications with the alleged victim, stating that “[Segar] told us about the incident” and that Segar, Ausberry, and the University’s “Taylor Porter attorney” “did an investigation.” Orgeron was “not sure what happened.”

¹⁹⁷ See PM-73 (2015) at I(A).

Segar also shared that “the President’s office was aware of the situation,” but there are no records indicating that the President’s Office reported the matter to the Title IX Office. Segar said Athletics consulted with “their attorney” (Taylor Porter) and they “don’t see an LSU athletics connection to the behavior if it was true.” First, that was not the standard for assessing whether a report should have been made. Second, this was a call for the Title IX Coordinator to make. Segar also said Athletics conducted its own investigation into the matter, *i.e.*,—“they spoke to [Guice] and he denied this occurred.” “She also shared that they also spoke to [a fellow football player] who was identified as being present and [he] shared that this did not occur.”

Sanders also forwarded the report to Stewart who ultimately said she did not “believe this is a PM-73 Title IX case based on the information presented.” While this may have been a reasonable decision, there is no explanation for how this conclusion was reached. Stewart consulted with her supervisor, General Counsel Tom Skinner, who purportedly supported this decision. Sanders’ Maxient report regarding the matter closed, “Issue is being overseen under the direction of Tom Skinner and to please call him if there are any questions.”

Guice played his final game for LSU on January 1, 2018 at the Citrus Bowl. Despite at least four reports of sexual misconduct during his short tenure with the University, he was never put through the University’s disciplinary process. There also are no records that he was ever notified of these reports or that the University even intervened to provide him some targeted training.¹⁹⁸

C. Respondent A

Respondent A enrolled at the University in Fall 2016 and was a member of an LSU fraternity. Although he was not publicly identified, the November 20, 2020 *USA Today* article included statements by LSU student Elizabeth Andries alleging Respondent A sexually assaulted her on a bus returning to Baton Rouge from a Halloween party in New Orleans in October 2016.¹⁹⁹ In

¹⁹⁸ Additionally, in April 2017, representatives from STAR sent a letter to President Alexander, Orgeron and others flagging a troubling tweet from Guice which expressed support for a high school classmate who had just been indicted in the rape of an LSU student. STAR never received a response to that letter.

¹⁹⁹ <https://www.usatoday.com/in-depth/sports/ncaaf/2020/11/16/lsu-ignored-campus-sexual-assault-allegations-against-derrius-guice-drake-davis-other-students/6056388002/>. According to the *USA Today* article, Andries and Schroeder reported the following issues with the University’s response to their reports of Respondent A’s alleged misconduct:

- “The Title IX case dragged on for more than six months, during which LSU rarely gave the women updates, twice extended the frat member’s deadlines to appeal without notifying them, and denied their requests for protection from him during the case, according to the women and their emails with school officials.”
- Andries, in particular, described the University’s “refus[al]” to make appropriate academic accommodations for her to ensure she did not share classes with Respondent A, and “asked the school to notify her professor about the case, to explain her absences.” Ms. Andries felt that neither request was handled appropriately, as she was required to “to sit and stay in” the class with the Respondent, and LSU did not communicate with her professor regarding her need for an accommodation.
- “LSU also declined to issue a no-contact order between her and the frat member; because they hadn’t been talking, ‘there isn’t any communication to cease,’ a Title IX employee said in an email to Andries. Instead, LSU gave her a template for a letter that she could send him directly, instructing him not to contact her.”
- “[E]ven after finding him responsible twice, LSU refused to switch him out of the classes that he and Andries were set to share during the upcoming, fall 2019 semester, emails show. Instead, Andries said she was told

addition, the article made reference to “another female student [who] had already reported the same man for sexually assaulting her in almost the exact same way, the same night, on the same bus trip.” Although this student remained anonymous in the *USA Today* article, she has since publicly identified herself as Caroline Schroeder.²⁰⁰ We had the opportunity to interview Andries and Schroeder regarding their account. Their consolidated Title IX case is summarized and analyzed below.

On October 28, 2016, Andries and Schroeder attended an off-campus party hosted by Respondent A’s fraternity in New Orleans. According to Andries’ statement in the investigative report, Respondent A’s fraternity made buses available to sorority members to transport them to the party. Andries stated that Respondent A “invited her to the party,” and Andries noted that she had a friendly relationship with Respondent A at the time. “Before the party, however, [Respondent A] started talking to others about how he was going to ‘get it’ with Andries during the trip.” Upon learning of these comments, Andries stated that “she was very clear that she was not interested in a physical or romantic relationship with [Respondent A].”

On the night of the incident, Andries “recalled that she disappeared from the party and stayed in a bathroom for two hours,” during which she “threw up ‘a lot.’” Andries “still felt sick” on the bus for the trip home and “remembered focusing on a cup she was holding in case she had to throw up again.” When Andries “made it back to the bus for the trip home to Baton Rouge,” she “still felt sick.” According to Andries, at some point Respondent A “came close to her and pushed her to the window of the bus.” Andries “stated that she said ‘no’ repeatedly,” but Respondent “felt under” her shirt anyway. “When she woke up the next morning, Andries had bruises on her chest.”²⁰¹

Schroeder described a similar encounter with Respondent A in a Title IX report she filed in March 2019. The report indicated that, like Andries, Schroeder “was invited on [the fraternity’s] fall bus trip” in October 2016. Schroeder stated that she did “not remember much of the party . . . but my memory of the end of the party and the ride back to Baton Rouge is very clear.” Schroeder recalled making it back to the bus to ride home, where she “lost consciousness.” Schroeder’s account continued:

I passed out on the seat of the bus by myself. When I regained consciousness, my body was limp and propped up on the wall, and [Respondent A] was sitting next to me and groping me. He had one hand around me and cupping my breast, and the

that she would have to be the one to switch, because she was ‘the uncomfortable one,’ and he had the same rights as her.”

- “At a football game two weeks after the ruling, Andries saw the frat member in the student section. . . . When the women told LSU, they said, the school informed them that it had granted the frat member another extension, and that he was allowed to remain on campus.”

The article also described concerns with the sanctions initially imposed by Sanders as inadequate, along with concerns that Sanders did not appropriately consider additional information submitted for the hearing—including identification of a third potential victim.

²⁰⁰ See <https://lailuminator.com/2020/11/20/guest-column-lsu-has-good-sexual-misconduct-policies-it-needs-to-follow-them/>; https://www.theadvocate.com/baton_rouge/news/article_ac81d9d6-4148-11eb-ba2e-abb43bea5c5.html.

²⁰¹ Andries initially continued a friendship with Respondent A, but the friendship ended after he again allegedly attempted to “touch her” without her consent on a second occasion in July 2017.

other hand up my skirt, grabbing and tugging on my upper and inner thighs. For a moment I did not react because I was confused. I did not understand what had happened to lead this man, who I had only briefly talked to a few hours earlier, to think I was interested. Once I realized that I did not remember him coming to sit next to me nor did I ever tell him he could touch me, I wanted to get away, but I could hardly move or speak. Finally, while I could not move my body, I was able to clearly and sternly say, “Get off of me.” [Respondent A] continued to grope me, and drunkenly muttered something like, “No, no, baby, it’s ok. We’re going back to my place. It’s ok.” He also said something about his couch, but I’m not sure what or why, though I have guesses. Still unable to move and now panicking, I said, “Get, the fuck, off me. Or I will punch you.” That finally got [Respondent A] off of me, and he ran off to what looked like the back of the bus.

Schroeder’s report stated that she was “embarrassed” about the incident and initially did not report it, but “decided to report after hearing about what [Respondent A] did to my friend in her dorm,²⁰² what [Respondent A] did to the other girl on the bus that same night,²⁰³ and what he did to Elisabeth Andries.”

After discovering that Schroeder had also “been approached by [Respondent A] on the bus from New Orleans when Andries was passed out,” Andries decided to “file a Lighthouse report in spring 2018”—although she did not give Respondent A’s name at this time.

In the spring of 2019, however, Andries discovered that she had a class with Respondent A, who had the same major. As described in the *USA Today* article, Andries “tried to ignore him in the class they had together . . . but couldn’t.”²⁰⁴ Instead, Andries “started to suffer chronic panic attacks.”²⁰⁵ In addition, Andries “realized that [Respondent A’s] behaviors were occurring with other women.” These factors prompted Andries to submit a formal Title IX report to the University on February 21, 2019. The report, submitted through an online “Request an Accountability Advisor” online form, simply stated: “I want to file a Title IX case against the student who sexually assaulted me.”

At the outset, Andries’ case is emblematic of a significant issue identified through witness interviews and community outreach: LSU students—irrespective of Athletics or other organizational affiliation—do not have clear guidance on where or how to submit a report directly to the Title IX Office. The “Request an Accountability Advisor” form has no connection to the Title IX Office and routes to officials in Student Advocacy and Accountability, which is why Tracy Blanchard, Associate Director and Assistant Dean for Student Advocacy and Accountability, received notice of the communication.

²⁰² This refers to an alleged incident reported by Schroeder during her Title IX investigation but not investigated in relation to Schroeder’s case.

²⁰³ This refers to an unknown third individual whom Schroeder heard about but was not able to identify.

²⁰⁴ <https://www.usatoday.com/in-depth/sports/ncaaf/2020/11/16/lsu-ignored-campus-sexual-assault-allegations-against-derrius-guice-drake-davis-other-students/6056388002/>

²⁰⁵ *Id.*

1. Title IX Investigation

Andries initially spoke by phone with Blanchard on February 26 to coordinate a time for meeting, but Andries and Blanchard did not meet until March 7, 2019.²⁰⁶ During the March 7 meeting, Andries “reported a previous assault by another student (three years prior),” referring to the alleged assault by Respondent A in October 2016. Andries stated “[s]he wants to move forward with the Title IX process given that she is now in a class with him and she feels ready to participate in this process.”

During our interview, Andries stated that during her meeting with Blanchard, she requested an academic accommodation for the class she shared with Respondent A. She also requested a no-contact order. Blanchard’s notes from the February 26 phone call confirm that Blanchard “offered to reach out to her faculty or look at class alternatives if needed.” There are no additional notes in Andries’ Maxient file indicating that this outreach occurred, and there are no records in Andries’ case file of any emails to or from Andries regarding this request. As discussed in more detail below, Andries stated that she received no academic accommodations coordinated by Student Advocacy and Accountability or the Title IX Office during the Spring 2019 semester. This was an error.

The Title IX Office initiated outreach to Andries on March 8, 2019. Kimberly Davis, a graduate assistant in the Title IX Office at the time, interviewed Andries on March 15, 2019. During that interview, Andries recounted the details of the alleged October 2016 assault. She also identified Schroeder, providing her “full name” and indicating that “Schroeder was more than willing to share her story” that she too had been assaulted by Respondent A. Andries also identified another friend who “would know names of other students who had similar experiences with” the Respondent. Neither the “friend” nor Schroeder were promptly contacted for interviews.²⁰⁷

Baffled by the lack of outreach, Schroeder submitted her own report to the Title IX Office on March 20, 2019. Despite now being identified as both a potential witness and a potential victim, Schroeder was not contacted by the Title IX Office until May 8, 2019. It is worth noting that Schroeder was studying abroad at the time; nevertheless, this is an unreasonably long delay.

In the meantime, on April 24, one of Andries’ professors in the College of Engineering submitted a Title IX incident report for a “Student[] in Crisis, Distress, or Exhibit Concerning Behavior.” The report stated:

This student has had difficulty attending class during the semester. Today she came to my office and provided a letter from LSU Mental Health Services . . . concerning what she has been going through in relation to a situation with another student who is attending the same class The letter she provided indicates that she has been working with Student Advocacy and Accountability regarding a “safety concern” and she did mention that the matter involved “[T]itle IX” when she described her

²⁰⁶ Andries’ case file notes indicate that Blanchard “was out sick” on February 26, 2019, and that Blanchard followed up with Andries two days later on February 28 with additional availability for meetings. It is not clear from the file what accounted for the delay between that correspondence and Blanchard’s initial meeting with Andries.

²⁰⁷ As noted below, there is no indication in the investigative report or communications in the case file regarding whether the Title IX office ever contacted Andries’ other friend or other potential witnesses she identified. In addition, and even more problematic, the Title IX Office did not contact Schroeder until May 8, 2019.

difficulties attending class. I did not want to inquire more out of concern for her well being and privacy but I wanted to make sure that she is receiving the best support she can get.

I offered to adjust the due dates for assignments that she may have missed and offer whatever flexibility she might need to get through the semester. Based on her letter it appears she is receiving support from SAA and LSU MHS but I think she might need additional support academically so that she is not negatively impacted further. I suggested that she might want to speak with one of the counselors in Student Services within the College of Eng. to inquire about other potential accommodations (e.g., obtaining an “incomplete” grade to give her more time to finish her semester and minimize the potential negative impact on her academic grades). I reached out to . . . one of the counselors in SS at CoE who suggested that the CARE team might be appropriate for this situation.

There are no follow-up communications with the professor in Andries’ case file, and again, there are no records of follow-up communications or meetings from SAA or Title IX with Andries regarding her requests for academic accommodations and a no-contact order. Based on representations in the *USA Today* article and interviews with relevant University officials, we believe that Blanchard communicated with Andries regarding her requests for Title IX accommodations, but these communications were not memorialized or documented in Andries’ case file and thus not available for our review. Given Title IX’s baseline mandate for the University to ensure that individuals reporting sex discrimination maintain access to educational programs and activities, this lack of communication and oversight regarding Andries’ requests for assistance obtaining academic accommodations is a clear error.²⁰⁸

Scott eventually interviewed Schroeder on May 20, 2019. Scott’s interview summary begins by noting that Schroeder “had nothing further to add to her initial statement in her complaint.” The contents of Scott’s summary of his interview with Schroeder are nearly identical to Schroeder’s written statement submitted to the Title IX Office in her incident report. Schroeder also identified several potential witnesses in her interview, including two other potential victims (not including Andries), a “fraternity president” whom she informed of the incident, and another LSU student also present on the bus who “clearly saw [Schroeder] was unconscious.” There is no indication that Scott or Davis attempted to contact any of these potential witnesses. This is a clear error.

That same day, Respondent A was notified of the complaints against him. This was nearly three months after Andries’ report and investigative interview, and two months after Schroeder’s report. Although the notice letter stated “you may have been involved in and/or have knowledge of a situation that was a potential violation of these policies on October 28, 2016,” the letter contained no information regarding the alleged victims or the nature of the alleged 2016 violations.²⁰⁹

²⁰⁸ As noted in our recommendations, this case management function is ordinarily delegated to a case manager or at the very least a secretary to assist with ensuring that such communications with the parties are documented appropriately in a case file. LSU’s Title IX Office has no such secretary or case manager.

²⁰⁹ According to the final investigative report, Respondent A was charged with “Sexual Misconduct,” including “Sexual Assault” and “Non-Consensual Sexual Contact.”

Scott interviewed Respondent A on May 20, 2019, shortly after the notice letter was transmitted. Scott's summary of this interview is just one paragraph long:

[Respondent A] stated he vaguely recalled the bus trip to New Orleans in 10/2016. [Respondent A] said he recalled that he was in control of the music on the bus, so he mainly sat in the front of the bus to be close to the controls. [Respondent A] recalled on the way back from New Orleans, everyone on the bus was very drunk and he walked around and talked to a few people. [Respondent A] stated he briefly talked to Andries because they were good friends at the time. [Respondent A] denied that ever [sic] made any advances toward Andries or anyone else on the bus. [Respondent A] stated after talking to Andries and a few others, he went back and sat at the front of the bus so he could control the music. [Respondent A] stated any allegations of him groping women are totally untrue. [Respondent A] said he wished he could remember more but all he recalls is the bus trip and him being in control of the music. [Respondent A] once again adamantly denied ever groping or touching anyone inappropriate.

There is no indication that Respondent A identified any additional witnesses or information for Scott's consideration at that time in the investigative report or in Scott's interview notes.

The final investigative report was completed on June 3, 2019. Of note, again, there are no records indicating that the investigators contacted any third-party witnesses in this matter, including the potential witnesses or victims identified by the parties in their initial reports or interviews. This is notable considering that the alleged assaults occurred on a crowded bus. There is also no indication that investigators conducted any follow-up interviews with any party, or requested any documentary evidence, such as text or social media messages.

Although Kimberly Davis' written summary of Andries' account was sufficiently detailed and well-written, as noted above, the summary of Scott's interview with Schroeder appears to be a "copy and paste" of her initial report. Based on the timing of Schroeder's interview (May 20) and the final report (June 3), it seems likely that preparation of the report was rushed and not reviewed by a colleague or supervisor.²¹⁰

Ultimately, Scott found "that [Respondent A] did violate LSU's PM-73 policy regarding sexual misconduct, to include Non-Consensual Sexual Contact." This statement of finding is problematic as it does not clearly identify the specific policy violation or outline the facts the investigator relied on to support this finding. Significantly, the "Rationale" is only two sentences: "This determination was rendered on the credibility of the testimony provided by all interviewed parties, to include the detailed consistencies between the accounts of the Complainants involved. This testimony lends credence to a pattern of behavior exhibited by the Respondent." Because the investigator's finding appears to hinge on the credibility of the parties alone, and not any other corroborating witnesses or evidence, the absence of any meaningful analysis of the facts supporting the investigator's credibility analysis in the investigative report is not consistent with best practice.

²¹⁰ We note again that Scott did not have any colleagues to provide this support to in the Title IX Office, other than a graduate assistant. Scott and Stewart expressed concerns regarding Stewart's ability to review Scott's investigative reports because of the conflict of interest created by designating Stewart as an appeal officer.

Despite these concerns in the written product, however, we note that Andries and Schroeder repeatedly emphasized their positive experience with Scott throughout the process. Schroeder, for example, stated, “Jeff Scott was the only person I liked throughout the whole process . . . he made me feel respected and heard.” Similarly, Andries remarked, “he was very nice and I thought he did his job very well from what he—because he explained everything. That was kind of the only person who told me what was going on.”

Andries and Schroeder stated that they did not review the complete investigative report, but that Scott did “read back” their statements to them and also read the finding to them “over the phone,” which they were comfortable with. Respondent A also “[m]et with [Scott] and reviewed report/results.”

2. Appeal to Title IX Coordinator

Under the University’s Title IX Policy at the time:

Either party may appeal the findings of the formal resolution process in accordance with existing University policies detailing appeal procedures for students or for employees. **Appeals must be submitted in writing to the Campus Title IX Coordinator or designee within ten (10) business days upon receipt, by the appealing complainant or the appealing respondent, of notification of the outcome of the formal resolution process.**

Because Respondent A received notice of the final investigative report and outcome on June 5, 2019, a written appeal would have been due to Stewart on or about June 19. In an interview with Husch Blackwell, Stewart recalled that Respondent A “asked for an extension to review the case file and submit an appeal,” which Stewart granted because Stewart was out on leave from June 7 until June 17, 2019.

According to Respondent A’s Maxient report, the Title IX Office received a written appeal document on July 11, 2019. The untimely appeal reasserts Respondent A’s denial of engaging in any misconduct, including denials of being “handsy” and “attempt[ing] to feel up [Andries’] shirt while on the bus ride,” adding “nor would it have been possible” based on the clothing Andries was allegedly wearing at the time. Significantly, Respondent A further noted that, “While there were several individuals intoxicated, they were milling around on the bus. There would have been several witnesses to this fraudulent claim.” As noted above, we agree that it was an error to not interview additional witnesses as part of the investigation, especially given the nature and public location of the alleged misconduct.

Moreover, Respondent A asserted that “Prior to this investigation, I did not even know who Caroline was,” adding, “When questioned about the incident, it was the first time that I was made aware of who she was.”

Finally, Respondent A’s appeal also contended Schroeder, specifically, was not credible because she “stated that I went to take a test in the testing center the semester after the alleged incident, yet the only exam that I have taken in the Himes testing center was my first circuits exam during June

2018. I have never taken an exam in Himes prior to that, nor after.” In addition, Respondent A stated, “I was never contacted by fraternity president, nor any individuals on the executive board about the alleged incident,” emphasizing that “May 20th, 2019 was the first time I had ever heard of the incident in question.”

There is no evidence that either Andries or Schroeder were provided a copy of Respondent A’s written appeal and afforded the opportunity to respond. Instead, a case note in the Complainants’ Maxient report states that on June 21, 2019, “Respondent in case has indicated with to [sic] appeal. Has until Friday, June 28 to submit any documentation. . . . *Pinged Susan [Baries] for notification.*” (Emphasis added). There are no notes or communications in the Complainants’ files indicating that Baries or Title IX provided notification, and both Schroeder and Andries told Husch Blackwell that they never saw an appeal document from Respondent A and “had no idea why he appealed this thing.”

Schroeder recalled confronting Stewart regarding her decision to “extend the deadline” for Respondent A to submit his appeal. According to Schroeder, “She said it was because she was out of town.” This “vague” response frustrated Schroeder, who “had done my research” and was attempting to “track the deadlines.” Schroeder stated that when pressed for additional explanation as to the delay, Stewart ultimately told her, “I don’t have to justify my decisions to you.” When asked about this encounter in an interview with Husch Blackwell, Stewart recalled the Complainants’ frustration with the appeal deadlines, and stated that she communicated that “this was not a blanket granting” (of the extension) and said she had made the decision “based on a fact-specific determination.”

In her interview, Stewart accepted responsibility for this oversight, acknowledging that it was a “mistake” and adding that she “certainly understands why the Complainants were unhappy with the decision and with me.” While we agree with Stewart that this was a mistake, we emphasize that this is precisely the sort of small but significant aspect of Title IX case management that can define a participant’s experience with the process, and we are skeptical that any individual tasked with the responsibilities assigned to Stewart—including significant responsibilities outside of Title IX—could manage effectively without adequate support—*i.e.*, a case manager.

According to the case notes in the Maxient file, “Appeal outcomes notification [were] sent to student via email from Jennie” on July 26, 2019—nearly a month after the appeal submission documents were due. Because Respondent A’s written appeal was due on June 28 and was not received until July 11, the appeal should have been denied as untimely. Stewart’s July 22 “Outcome Notification” letter stated: “After a thorough review of the appeal and the records used to render the original decision, I have determined the information supports a finding of a violation of PM-73.” In support of the decision, Stewart essentially restated the analysis in Scott’s investigative report, writing: “The Complainants exhibited a high degree of credibility through the process, including consistent accounts of the concerns in question. The detailed accounts shared by the Complainants indicate a likelihood of patterned conduct engaged in by the Respondent.”

Pursuant to the process in place at the time, the “Title IX” case was closed and referred to Student Advocacy and Accountability for resolution.

3. Student Accountability Process

On August 8, Sanders sent correspondence to Andries and Schroeder regarding a “Request to Meet.” The letter stated:

My name is Jonathan Sanders and I work with the University on **investigating cases** that involve potential violations of LSU's policies and/or the LSU Code of Student Conduct. Information has been shared that you may have been involved in and/or have knowledge of an incident(s) involving **a potential violation** of these policies on October 28, 2016. Specifically, it is alleged that **you may have been sexually assaulted** by another student. (Emphasis added)

Sanders also sent an “initial charge letter” to the Respondent, which contained similar language.

Sanders met with Respondent A and his attorney advisor on August 14, 2019. During this meeting, the Respondent “shared that he thought he was being asked about someone else and didn’t know he was being accused so he could prepare in advance.” Respondent A also re-submitted the written statement initially provided to Stewart in his “Title IX appeal” in support of his case. There is no record of this “statement” being provided to either Complainant during the course of the SAA process.²¹¹

Sanders then met with Schroeder and Andries on August 22. In our interviews with Schroeder and Andries, the Complainants described discomfort and anger regarding their communications and interaction with Sanders. Andries explained:

I met with Jonathan Sanders for the first time and . . . so he . . . reevaluates . . . he . . . makes you go through the whole report again and tries to find . . . inaccuracies or something. I don’t know what the point of him was. He said it was still, determined as punishment, but I remember he was asking me questions. He was like, “so at one time you said you were in the back of the bus and in the other time you said you were in the middle back, so which one was it?” And I was, like, I don’t think that matters. I was,—I thought the investigation was over, I thought you didn’t have to ask me these questions. And he was like, well, it’s my job to figure out the punishment. . . . and then he asked me if I was on other drugs or on anything else other than alcohol? And I looked at him and I was like, would it have mattered at this point? And he was just like, well, I find it hard to believe that, you were on a public bus with people. And I was like, well, me too. That’s the sad news of frat parties, I guess. I was just like, I don’t know what to tell you, this is already over. Um, and then he told me to give him . . . if I had any more information I could present it and I thought I had old texts of him being . . . creepy—so I was like, oh, let me see, but I had deleted those for obvious reasons. And then I was like, well, I know he assaulted a friend of mine. Let me ask her if she wants to come forward.

²¹¹ Following this meeting, Sanders requested information regarding Respondent A’s contention that he had not interacted with Schroeder in a University testing center, and ultimately concluded that Schroeder and Respondent A had not been in the testing center together on the date that Schroeder alleged. The significance of this fact and its bearing on Sanders’ sanctioning determination is not clear, however.

So I ran into her and, um, and asked her and she was like, yeah, well I don't want to go through your whole process of what you're going through, but if you give my information to him, and . . . skip that, like to where you are, no problem, if they contact me, I'll report it. And so I gave them all of her information and then he never contacted her. Because I asked her once it ended if he contacted her. I asked her and she was like, I never heard anything from him.

Andries stated that after this interaction, "I got really angry towards it. Well, I—I don't really get angry, I got very stern, I guess the word choice would be. But I really was just, . . . why does that matter? I just don't understand why you're asking me these questions. I thought the investigation was over. Like, there is no need for him to ask . . . read through the whole report and then ask stupid questions like that, like he's a detective or something. Honestly, it just—that whole interaction was very frustrating."

Under the Student Code of Conduct in place at the time, after a "Title IX investigation" is complete, the "Title IX case" is closed and referred SAA for additional investigation, adjudication, and sanctions. According to the Code, this process begins with the "Initiation of Accountability Process," at which point SAA receives a referral and opens a new case.²¹² Once SAA receives the referral:

An SAA Official may investigate any alleged or potential misconduct. This investigation can include meetings with a complainant, interviews of other persons with knowledge pertaining to the facts and circumstances, and other types of information collection. The investigation can begin before or after a Notification Letter is issued.²¹³

According to interviews with representatives from the Title IX Office and SAA, this additional investigation process was utilized regardless of the underlying misconduct—such as a Title IX investigation in which a complete investigation had already been conducted and appealed. As evidenced in Andries' and Schroeder's case and also emphasized by other students in our comparator file reviews and community interviews, this is a byzantine practice which at best confused student participants and at worst pointlessly prolonged case resolution and potentially re-traumatized the parties. It also required additional institutional resources for an area that was already understaffed.

²¹² Code of Conduct (2018) at 11.

²¹³ *Id.* After this SAA "investigation," SAA may take several actions, including "[t]ake no action"; [r]equest to meet the Charged Student or RSO through an Accountability Meeting, and if found Responsible, issue an Accountability Outcome"; [r]efer the Charge to a UHP; and "[h]old the referral for further inquiry." *Id.* The Code advises that "[m]ost Student cases begin with an Accountability Meeting between a SAA Official and the Charged Student." "For the matter to be resolved administratively," though, the student "must agree to accept the recommendation of the SAA Official by doing the following":

1. Accept Responsibility for the conduct and the Outcome in writing;
2. Waive the right to have the case considered by a UHP; or
3. Take no action and allow the deadline for requesting a UHP to expire.

Id. at 12. Alternatively, the "SAA Official may refer a matter directly to a UHP for resolution." *Id.*

In the meantime, at the beginning of the fall 2019 semester, Andries discovered that she was again assigned to share several classes with Respondent A. According to Andries, the University again failed to appropriately address her requests for academic accommodations—namely, for Respondent A to be removed from Andries’ classes. From Andries’ perspective:

And so, multiple appeals go by, whatever, and so now it’s August and the first week of school started and they reached out to me and said that they need to meet me because I had three of my five classes with him, which actually I had four, which I didn’t find out about the fourth one until I walked in and he was in there. So that was a fun first week of class. Um, but yeah, no, so they made me—they, um, got someone from the College of Engineering, . . . , who was super helpful and nice . . . I’m gonna say the College of Engineering did great. Everyone else did terrible.

Ultimately, Andries ended up working directly with her professors in the College of Engineering to move her classes around, including creating an “independent study” so that she “could still graduate on time.” While Andries was appreciative of the College’s assistance, she was still understandably angry because by this point, “I’ve already missed the first week of class.” Andries also stated she “didn’t want to move all this stuff with my senior design project, because I planned my five years to make my last year really easy and now you’re telling me I have to take all these hard classes with the, like, hardest thing of engineering” Andries thought that Blanchard may have “reached out to Respondent A” to “tell him to move his classes,” but Respondent A “didn’t answer and . . . they told me that since I’m the uncomfortable one, I had to move out.”²¹⁴

We note that Department of Education guidance in place at the time required (and continues to require) institutions to “fairly assess[] the need for a party to receive interim measures,” but “not rely on fixed rules or operating assumptions that favor one party over another.”²¹⁵ In addition, interim measures are required to “be individualized and appropriate based on the information gathered by the Title IX Coordinator, making every effort to avoid depriving *any* student of her or his education.”²¹⁶ Determinations regarding removal of a responding party from an educational program or activity pending final resolution of a Title IX complaint are among the most challenging decisions for an institution to make throughout the Title IX process, and we express no opinion regarding the University’s determination not to remove Respondent A from the parties’ shared classes in this case.

²¹⁴ Schroeder described observing Andries “giving up” and “feeling overwhelmed and defeated” in trying to obtain academic accommodations, so Schroeder “read everything I could about interim measures, fully prepared myself, and went to Jennie’s office” to advocate for Andries. Schroeder stated this meeting occurred sometime in the late summer/early fall semester. From Schroeder’s perspective, Stewart did not handle the meeting well, and although Schroeder “tried to give her the benefit of the doubt because it’s clear she’s overworked and had been on leave,” “it was not a good environment.” Ultimately, according to Schroeder, Stewart denied Andries’ request to remove Respondent A from their shared classes because “that would violate his rights.” Schroeder admonished that at this point in the investigation, Scott had already found Respondent A responsible for sexually assaulting Andries and herself, and could not understand why that finding did not justify interim action. After this meeting, Schroeder—who “went in pretty confident”—“left the building” and “cried in public.”

²¹⁵ 2017 Guidance at 3.

²¹⁶ *Id.* (Emphasis added).

On September 5, 2019, Sanders issued a “Memorandum for Victim” to Schroeder and Andries. Despite being found responsible for sexually assaulting two students, Sanders issued the following sanctions:

- “Anger Management and/or Healthy Relationships” assessment by Student Health Center Office of Wellness & Health Promotion
- “Commitment to Community” Course
- Deferred Suspension effective September 5, 2019 through May 31, 2021;²¹⁷ and
- No Contact Directive.

Here we note that the University has sanctioning guidelines in the form of an “Outcomes Guide.”²¹⁸ Unlike other sanctioning rubrics for peer institutions which outline potential sanctions for sexual misconduct based on the severity of the alleged conduct in addition to factors such as incidence, acknowledgement of responsibility, and the desires of the victim, the SAA Outcome Guide recommends discipline according to the number of violations:

10.2U- Sexual Misconduct

	1 st Violation	2 nd Violation	3 rd Violation
	Deferred Suspension or Suspension; or Expulsion; Class-only restriction; Referral to Mental Health/ Psychological Services; EDMC Moodle Module; No Contact Directive	Suspension or Expulsion No Contact Directive	Expulsion

While all of the potential sanctions are listed as an option for a “1st violation” of “Sexual Misconduct,” these guidelines do not provide a framework for assessing which sanction is appropriate in a particular case. In Andries and Schroeder’s case, though, Respondent A was found responsible for two violations of the Sexual Misconduct policy—one against Andries and one against Schroeder. Accordingly, the minimum sanction that should have been imposed under this guidance is suspension.

Schroeder and Andries were outraged by Sanders’ proposed “Outcome.” Schroeder elected to “decline” the Outcome, and requested the next step in LSU’s exceptionally complicated process, a UHP “rehearing.”²¹⁹ Significantly, though, this decision came with risk because the UHP “rehearing” not only opened up reconsideration of Sanders’ sanctions, but also allowed the Respondent to have the underlying findings re-adjudicated—despite already having the Title IX investigative finding, the Title IX appeal, and Sanders’ re-investigation and determination. Schroeder and Andries correctly emphasized the unfairness of this process. Schroeder explained:

²¹⁷ “Deferred suspension is a status for a specified period of time during which any subsequent finding of Responsibility for a violation of the Code or University policy shall include the Outcome of suspension for the Student or RSO. Deferred suspension will include loss of privileges as detailed under disciplinary probation with restrictions. Deferred suspension is designated on a Student’s academic transcript in cases of Academic Misconduct.” Code of Conduct at 20.

²¹⁸ Exhibit N (Outcomes Guide).

²¹⁹ Under the Code, “If a Charged Student declines the SAA Outcome or the SAA Official declines to issue an Outcome, the matter will be referred to a UHP. **A UHP is a rehearing, not an appeal of the Outcome.**” *Id.* Although this language is emphasized in the Code, it is not apparent to Husch Blackwell the significance of this distinction.

“It’s like the process was designed to wear us down—to make us give up.” But for Schroeder, “there was nothing to lose at that point” because “the ‘sanctions’ Sanders gave him were worthless.”

Andries, however, did not formally challenge the Outcome, although she did attend and participate in the hearing process. She explained: “At that point, it was already three appeals deep that I was, like, I don’t—I don’t know where this ends. I don’t know where it started. And it was just . . . the appeals I really can’t even count.”

After Schroeder provided notice of her appeal of Sanders’ outcome, the case was set for a hearing on September 25, 2019. At this point, nearly seven months had passed since Andries’ initial report. In preparation for the hearing, the parties were permitted to submit additional information and evidence.

On September 26, 2019 the University Hearing Panel issued its “Outcome” in the case, again (for the fourth time) finding Respondent A “Responsible” for “Sexual Misconduct” and “Violating a Rule of the University,” as defined by the Code. The UHP’s sanctions included “Suspension” from September 25, 2019 until May 31, 2020, in addition to a No-Contact Directive and a requirement to “submit documentation for attending counseling to discuss healthy relationship . . . prior to readmittance to LSU.”

Remarkably, this was not the end of the process. Instead, Respondent A had another opportunity to “appeal” this “Outcome.”²²⁰ On September 27, 2019, he submitted an appeal to the Dean of Students. None of the information submitted in Respondent A’s appeal met the University’s criteria for an appeal,²²¹ and the University appropriately denied it on October 16, 2019.

Once again, however, neither Andries nor Schroeder received notice or a copy of the Respondent’s appeal. On October 14, Andries’ father contacted SAA “to understand the appeals process and when the decision would be ma[d]e.” Andries’ father also reported that Andries saw [Respondent A] at a game and was not notified that he was still on campus, which was a shock to Andries

²²⁰ Under the Code, after an “Outcome” is determined by a UHP, the parties may “appeal.” “Only Outcomes of a UHP can be appealed,” and both respondents and complainants “entitled to be informed of Accountability Outcomes” may appeal. Code of Conduct (2018) at 22. The “Appellate Process” is as follows:

On appeal, a finding of responsibility may be upheld or overturned in whole or in part. An appeal must be submitted in writing to the Dean of Students within five business days after the Student, RSO or complainant (when permitted) is notified of the UHP Outcome or new information becomes known to the Student, RSO, or complainant. The written document must identify the specific actions or Outcomes being contested. All submissions must include one of the aforementioned criteria as the basis for appeal. Once the Dean of Students receives the request for an appeal, any Outcome issued by the UHP is suspended pending final resolution of the appeal by the Dean. Upon receipt of the written appeal, the SAA Official will submit a written position statement to the Dean within five business days.

Id.

²²¹ *See id.* (stating that appeals “will only be considered on the following grounds: A. Evidence of bias by the UHP; B. Significant departure from the procedures, definitions, or standards in the Code; or C. New information has become available since the UHP.”).

because she had no knowledge of the appeal and believed that Respondent A was suspended and prohibited from accessing campus.²²²

Schroeder graduated from LSU in May 2020. Andries has continued to pursue her degree. On November 16, 2020, however—the same day that the *USA Today* article was published—the University communicated to Andries that Respondent A was re-admitted to the University and scheduled to begin classes for the spring of 2021, which would necessitate additional coordination to ensure she did not share a class with him.

D. Respondent B

The *USA Today* article identified “defensive lineman Respondent B” as an LSU football player “accused of dating violence” who was “arrested” and “not charged in court.”²²³

In March 2016, an LSU professor filed an Academic Intervention Team²²⁴ report expressing concerns about one of her students. Two days later, that professor prepared a follow-up memorandum to the Dean of Students noting that the student “mentioned having acquired a black eye over the weekend, causing her eye to be swollen shut” but “did not explain the circumstances of this injury, though she said she could explain when meeting with me . . . later in the week (that meeting is still in the process of being scheduled).”

Two days later, Eddie St. Vil, SAA’s Senior Case Manager and Threat Assessment Specialist, followed up with the professor by phone “to discuss, provide, and inform her of resources that are available given the student’s situation. Specifically, Lighthouse, STAR, the Women’s Center, Mental Health and myself. [The professor] is scheduled to meet with [the student] this morning (3/17/16) at 11am but does not believe that [the student] will show up. If [the student] does show up, [the professor] will call me to debrief the interaction.”

The professor did meet with the student and reported back to St. Vil that the meeting with the student “was very productive and went a lot better than anticipated.” The student was reluctant to discuss what happened to her eye however. The professor nevertheless “walked [the student] to meet with [Lighthouse] and has scheduled a meeting for March 18.” The professor also shared with St. Vil “that she is afraid that [the student’s] boyfriend and father of her child is a football

²²² Of note, a charged student in the SAA conduct process “retain[s] rights as a Student or RSO while the charges are being considered, and, if found Responsible, *until the Student or RSO has exhausted all rights of appeal as established in this Code*. Code of Conduct (2018) at 8 (emphasis added).

²²³ <https://www.usatoday.com/in-depth/sports/ncaaf/2020/11/16/lsu-ignored-campus-sexual-assault-allegations-against-derrius-guice-drake-davis-other-students/6056388002/>.

²²⁴ According to the LSU Center for Academic Success website:

The Academic Intervention Team (AIT) provides timely and appropriate intervention for students facing circumstances that may impede their academic success.

We identify students with issues impeding academic progress and intrusively provide an intervention on the student’s behalf based on the student’s unique needs. The committee’s efforts are designed to raise the level of retention and persistence to graduation.

<https://www.lsu.edu/cas/about/services/ait.php>.

player and she does not want that to prohibit the services and resources available to [the student].” Respondent B was not specifically mentioned.

On April 1, 2016, Stewart “suggested initiating a ‘little I’ investigation—an inquiry to determine whether or not there is a PM-73 policy violation.” Consistent with the University’s practice at the time, an investigator was assigned and set a meeting, but the student failed to attend. The last note in the Title IX file regarding this report noted, “the new meeting is scheduled for Friday, 4/22/2016 at 3 p.m.” It is not clear from the file materials whether that meeting, in fact, took place or what the results of the “little i investigation” were.

Approximately six months later, on September 26, 2016, Baton Rouge media reported that LSU defensive tackle Respondent B had been booked with “domestic abuse battery/child endangerment and false imprisonment” following a fight with the student at Indigo Park apartments.²²⁵ According to arrest records, the pair was “fighting over infidelity.” The student “said as she tried to leave the apartment with their 10-month-old [child], Respondent B twice grabbed her – once by her hair and a second time by the shoulder – and tossed her backwards.” The student also “said Respondent B refused to let her leave the apartment.” An investigator wrote that the student had “a swollen lip and marks near her throat.” Respondent B purportedly “had a cut lip” and the student was also booked with domestic abuse battery/child endangerment as a result.

On that same day, Segar reported to Title IX Deputy Fuentes-Martin that Respondent B “had been arrested for domestic violence and that [his] partner was also an LSU student.” The following day, Segar contacted Fuentes-Martin and informed her that the “DA’s office had dropped the charges as there wasn’t clear and convincing evidence of what occurred.” Fuentes-Martin told Segar that the University’s “administrative process would begin with investigators contacting the parties involved.”

The next day, LSU Lighthouse reached out to the student to offer her services. Title IX investigator Jacob Brumfield also requested an interview with her which was tentatively set for October 3. Brumfield then “reached out” to Respondent B on September 28, 2016 requesting a meeting. Respondent B did not respond to emails or cell calls.

On October 3, 2016, the University’s Title IX investigators contacted LSUPD requesting all police records associated with the incident. LSUPD Captain Walters “responded that he could not provide any information and that any information that would be provided to him would be a ‘law enforcement only’ release.”

On October 4, 2016, Brumfield sent a follow up correspondence to Respondent B again requesting a meeting. Respondent B did not respond. On October 12, 2016, Brumfield then asked Ken Miles, Executive Director of LSU Cox Communications for Student Athletes, to reach out to Respondent B and have him respond to the emails. The next day, Respondent B responded:

²²⁵ <https://www.wbrz.com/news/lsu-s-davon-godchaux-arrested-monday-morning/>

Jacob E Brumfield

From: [REDACTED]
Sent: Thursday, October 13, 2016 1:20 PM
To: Jacob E Brumfield
Subject: Re: Please Contact (LSU Dean of Students' Office)

Hey this is [REDACTED] I would not like to attend this.

Thanks!!

Brumfield's interview with the student lasted "about 15 minutes." She "was not forthcoming with information due to her not being able to say much 'legally.'" She did state that news accounts of the incident were "false." The student told Brumfield that "she was safe" and that she did not currently live with Respondent B. She also verified that there was no protective order in place and that she did not want LSU to issue Respondent B a "no contact order."

Ultimately, the Title IX investigation determined that "there is insufficient evidence to say whether Respondent B has violated LSU's PM-73 policy in terms of domestic violence." As part of the rationale for the conclusion, the closing report noted that the "Complainant [] has stated that her testimony was falsely attributed in the newspaper article. That statement aligns with the dropping of criminal charges against Respondent B by the 19th Judicial District Court District Attorney's Office on September 27, 2016." Respondent B was reinstated to the LSU Football team shortly thereafter.²²⁶

The investigation closed by recommending "a re-examination of this incident given any new information." The matter was never re-examined and Respondent B declared for the NFL draft on January 1, 2017.

E. Respondent C

The *USA Today* article identified Respondent C as an LSU football player "who was accused of recording a woman during sex without her knowledge and sharing the video with others." Our review of a case file relating to these allegations confirmed that on March 4, 2017, a student-athlete allegedly had a consensual sexual interaction with Respondent C in Respondent C's apartment. According to the student-athlete, on March 13, 2017, a fellow student showed her a screenshot of video taken during the sexual encounter. Understandably upset, on March 25, 2017, the student-athlete discussed the situation with her coach. The student-athlete and her coach then reported the incident to Miriam Segar on April 5, 2017. The following day, Segar submitted a report to the Title IX Office. LSUPD was also notified.

²²⁶ See https://www.theadvocate.com/baton_rouge/sports/lsu/article_f35ecfa0-8589-11e6-9d02-0b1fc2ba5cce.html.

On April 7, 2017, Director of Residential Life and Education Jonathon Hyde reached out to the student-athlete to set up a meeting for Title IX purposes. The letter sent to her focused on resources available to her. About two weeks later, LSUPD met with the student-athlete again and she “advised that at this time she does not want a criminal investigation or any of her information released.”

The student-athlete was interviewed by Title IX investigators on April 20, 2017. Ultimately, she concluded that she did “not wish to proceed with an investigation and [had] reservations.” The last communication in the Title IX file is a letter to the student-athlete dated April 28, 2017, which notifies the student-athlete that the investigation will be closed because she is “reluctant to participate,” but providing additional information about available resources.

While the determination not to proceed with an investigation appears reasonable under these circumstances, the case file does not contain information about how the University arrived at its decision to honor the student-athlete’s request for confidentiality. We note that this is a consistent problem throughout the case files Husch Blackwell reviewed, and emphasize that it is critical for employees charged with Title IX roles to meticulously document such determinations to ensure clarity in an individual case record and also to ensure that the University has all relevant information to make determinations about repeat offenders in the future.

F. Respondent D

Respondent D was a highly recruited football player and enrolled at LSU in June 2017. Respondent D was referenced in the *USA Today* article as being accused of rape and not disciplined by the University. A review of Respondent D’ Title IX case file indicates that a fellow student-athlete alleged Respondent D engaged in non-consensual sexual intercourse with her on June 11, 2017.

The Complainant reported this incident to Miriam Segar on June 12, 2017. Segar then immediately and appropriately submitted a Sexual Misconduct and Sexual Harassment Complaint Form to the Title IX Coordinator on the same date at 12:50pm. The Complaint Form described Complainant’s report, including that she and Respondent D had consensual sexual intercourse in April 2017 and between the dates of June 2 and 9, 2017. Complainant alleged that on June 10, 2017, Respondent D came to her apartment and had vaginal and anal sex with her without her consent. The report stated that during this encounter Respondent D received a phone call from another student he answered and told him “I am fucking” when asked what he was doing. The phone was knocked to floor and he was on speaker phone. Complainant was not aware if the caller could hear her and Respondent D or how long phone was on. Complainant received a SANE exam and met with Baton Rouge Police to file a report. Respondent D did not deny that sexual intercourse occurred but stated that it was consensual.

LSUPD’s involvement with this report and investigation is unclear from the file. The file includes an email from Officer Clay Cain to Captain Marshall Walters on June 11, 2017 indicating that Cain spoke to a Baton Rouge Police Department Sergeant and that BRPD was taking the lead on the criminal investigation, but Respondent D had not been arrested. Captain Walters emailed Deputy Title IX Coordinator Mari Fuentes-Martin on June 13, 2017 and advised her that a criminal investigation was ongoing.

Ultimately, Respondent D was never arrested. In early July 2017, the Baton Rouge Police Department issued a statement regarding the case, “Due to several inconsistencies in the victim’s narrative/disclosures and a lack of cooperation concerning evidence and further interview there was no probable cause for arrest found at this time.”

While the criminal investigation was ongoing, though, the Title IX Office correctly continued with its investigation. The assigned Title IX Investigators, Jacob Brumfield and Gwendolyn Ferrell, met with Complainant on June 12, 2017 for an interview, only a few hours after the initial report was received.

From the file materials reviewed, it appears Complainant was provided with appropriate support services. The University also immediately issued a no-contact directive to Respondent D on June 15, 2017. Complainant was copied on this communication.

Investigators interviewed the Complainant, Respondent D and three witnesses. The file includes exceptionally detailed and thoughtful notes from all the interviews. The parties were provided with the opportunity to review and comment on the investigator notes prior to a final report being issued. There is also solid communication between the investigators and Complainant regarding the status of the process.

The Final Investigation Report and the file do not indicate that Investigators requested or considered any electronic or documentary evidence, such as copies of text messages. In addition, the Final Investigation Report states the following with respect to Complainant’s medical records: “Investigators note that the forensic rape kit that was conducted by medical personnel on 6/11/2017 may yet lend information important to the understanding of this case. Investigators welcome new information from the Complainant as the rape kit results become available.”

It is not clear what, if anything, they did to attempt to secure this forensic rape kit. Nor is it clear whether the investigators considered interviewing the student who called Respondent D on the night in question or why that witness was not interviewed.

Ultimately, the investigators found Respondent D not responsible, concluding there was “insufficient evidence to say whether Respondent D has violated LSU’s PM-73 policy in terms of sexual assault.”

The only rationale and analysis included in the report is as follows:

Investigators note that both the Complainant and Respondent acknowledge that anal and vaginal sex occurred where the Respondent penetrated the Complainant, but that both parties have different understanding of whether consent was given. The Complainant states that consent was never given and that her protests went unheeded. The Respondent states that sexual activity was welcomed and encouraged and that he stopped when anal sex became painful for the Complainant.

No explanation is provided for how the investigators assessed the relative credibility of the parties.

A notice of outcome letter was sent to the parties on August 8, 2017 from Fuentes-Martin, informing the parties that there was insufficient evidence to conclude that a violation occurred and notifying parties of their right to appeal the finding. Complainant did not appeal the filing.

While not mentioned in the *USA Today* article, we were also provided another case file regarding allegations by Complainant against another football player.

G. Respondent E

Respondent E was a highly recruited football player who enrolled at LSU in 2016 and declared for the NFL draft in mid-December 2019.

On April 17, 2017, Complainant reported being sexually harassed by Respondent E. Complainant reported that Respondent E approached her several times making sexually suggestive comments and gestures. Complainant alleged that Respondent E said, “there goes that bitch” when he approached her on campus. She reported that Respondent E also said, “I know you’re nasty, I can tell by the way you walk.” Complainant also claimed that Respondent E made oral sex and masturbation gestures toward her.

Complainant reported Respondent E’s conduct to Miriam Segar who immediately submitted a report to the Title IX Office. In that report, Segar stated that she provided Complainant with information describing campus resources.

Complainant’s complaint was opened for investigation and assigned to two investigators (Josh Dean and Lynn Livingston) on April 19, 2017. In addition, LSU’s Lighthouse Program initiated contact with Complainant to provide resources that day. Complainant met with the investigators and clarified her allegations on April 25, 2017 and provided a witness to Respondent E’s conduct. The witness was interviewed on May 4, 2017 and corroborated Complainant’s claims.

The investigators sent meeting requests to Respondent E on April 27, May 1, and May 4, 2017. On May 4, 2017, the investigators contacted Segar for assistance arranging the meeting with Respondent E and he met with them the following day. Respondent E denied the claims.

Exceptionally detailed notes of all the interviews are included in the case files. The interviews were well done and covered all relevant territory.

Following the interviews, on May 22, 2017, the investigators completed their investigation report and determined that there was sufficient evidence that Respondent E violated LSU’s PM-73 policy. Pursuant to the then-existing LSU Title IX Policy, Respondent E was afforded the opportunity to appeal this decision to the Title IX Coordinator which he did in a timely manner. Stewart waited until August 9, 2017 to deny the appeal in cursory fashion.

Oddly, prior to his appeal being denied, on June 19, 2017, Sanders charged Respondent E with various related violations of the LSU Code of Student Conduct as if he had not filed a timely

appeal. On June 23, 2017, Sanders met with Respondent E and on August 21, 2017, Sanders determined that Respondent E was responsible for sexual harassment. The following sanctions were meted out to Respondent E: he had to attend an “Ethics & Decision Making Class via Community Moodle” and was “required to complete a referral with the Student Health Center Office of Wellness & Health Promotion.” In addition, he was placed on “Disciplinary Probation with restriction effective August 21, 2017 through May 31, 2018” According to Sanders, “this status will prevent you from holding a leadership position in a registered Student Organization, participating in LSU Study Abroad and/or other representation of the University.” While he could not study abroad, this “disciplinary probation” apparently did not bar him from playing football as he played the entire 2017 and 2018 seasons.

Sanders sent a “Memorandum for Victim” to Complainant the same day.

Respondent E then had “the right to accept or decline this outcome.” If he declined, the case was to be “reheard” again by a “University Hearing Panel.” In such an instance, the UHP would issue “a decision that will replace the outcome in this letter.” Not surprisingly, he elected the decline the outcome and request a hearing panel.

A UHP was convened on September 6, 2017 “to issue an outcome in this case.” However, at the eleventh hour, Respondent E cancelled his appeal hearing and the original sanctions meted out by Sanders were reinstated.

Despite the modest sanction, Respondent E repeatedly failed to comply with them. On three occasions, Respondent E was sent letters signed “Concerned” because he had completed none of the required sanctions. These were on November 2, 2017, March 5, 2018, and May 1, 2018. With each notice of noncompliance, he was warned that he had to complete the sanction within ten days or a hold would be placed on his registration. He also was threatened with “Failure to Comply” disciplinary sanctions. Inexplicably, he was never charged with a “Failure to Comply” and each time a hold was placed on his registration, it was “temporarily lifted.”

It was not until June 6, 2018, over a year after the initial report was filed, that he finally completed his required sanctions for sexually harassing a fellow student.

H. Respondent F

Respondent F was identified in the *USA Today* article as a member of LSU’s football team who was accused of rape, but “not disciplined.” A student-athlete (the “Complainant”) alleged Respondent F engaged in non-consensual sexual intercourse with her on July 1, 2018. As discussed below, the allegation was investigated and Respondent F was found responsible and disciplined.

LSUPD records indicate that LSU detectives were assigned on September 6, 2018 to investigate an alleged sexual assault involving Complainant at her on-campus apartment. An LSUPD officer uncovered information about the alleged sexual assault when reviewing cell phone evidence recovered from Jade Lewis’ cell phone in connection with the criminal investigation into Drake

Davis. The officer found evidence on Lewis' phone that led him to believe the Complainant may have been sexually assaulted while she was passed out due to alcohol consumption. This includes a string of text messages to Respondent F saying that he "should not have had sex with [the Complainant] while she was 'blacked out.'"

The LSUPD Officer met with the Complainant on September 6, 2018. The officer explained that he had discovered evidence indicating that she may have been sexually assaulted. The Complainant reported to the officer that she had gone out with friends and that "she did not consensually have sex with Respondent F and that she does not remember much from the night after being in Tiger Land." She also reported that another football player was in the bedroom in Lewis' apartment and was "messaging with her." The Complainant told the officer she believed Respondent F and the other football player took inappropriate pictures of her while she was passed out. She did not further elaborate on what she meant by the term "messaging with [her]."

The Complainant told the officer that she did not want to press charges against Respondent F, and she did not want to sign a "Title IX release waiver." The officer provided the Complainant with contact information in the event she wanted to press charges or wanted "Title 9 or CARE Team assistance." On September 7, 2018, the Complainant signed LSUPD's "Sexual Violence Confidentiality Waiver," indicating that she did not require any further assistance from the LSU Police Department.

Following this, a report to the Title IX Office was submitted on September 19, 2018 by Miriam Segar stating the following:

On evening of 9/18/2018 it was reported to a staff member by Jade Lewis that [Complainant] was raped over the summer. Jade Lewis had a conversation with Tennis Director of Operations, Kasen Dudley, and indicated that during the time the police had her phone for a different investigation that they found a text message regarding a sexual assault involving [Complainant]. I met with [Complainant] on 9/19/2018 to let her know that the information had come to my attention and that as a mandatory reporter I would be notifying the Title IX office. [Complainant] shared that a couple of weeks ago she was approached by police who notified her that there were text messages and pictures that implied misconduct had occurred and asked if she would like to discuss what happened with them. [Complainant] declined to speak about the incident at the time. In our meeting, [Complainant] indicated that over the summer (late June/ early July) she went out to Reggie's bar and became intoxicated at the bar and passed out. She was carried to the car and up the stairs in WCA to Jade Lewis' room where she was placed in Jade's bed. She reported that Jade Lewis, Respondent F, Respondent G and herself went back to Jade's apartment. They were driven from the bar by [another student] and he did not enter the apartment. [Complainant] indicated that she remembers Respondent F and Respondent G coming into the room and Respondent F laying with her on the bed and touching her and trying to wake her up. She told him no. Respondent F left the room and came back about 20 min later and tried again. She remembers Respondent G taking pictures and Jade coming into the room and telling Respondent G to leave. After Respondent G and Jade left, Respondent F reportedly began touching her and having sex with her. She indicated that he was "aggressive" pulling her hair and leaving marks on her neck and that she repeatedly

told him no. The next morning she remembers waking up and he was asleep in her bed and she had vaginal bleeding. She did not ever confront Respondent F. She is uncomfortable seeing Respondent F and has a math class with him and sometimes sees him at the Cox Academic Center. I suggested possibility of changing Math sections.

Separate from this Complaint Form, Husch Blackwell was provided with screenshots of messages between the Complainant and a Women's Tennis Team staff member, indicating that the meeting with Segar was coordinated by Coach Julie Sell who told the Complainant to meet with her and Segar at the "Tiger Cage." We note that this matter *was reported* as required through formal channels by Segar's submission of the Complaint Form (which is directed to the Title IX Office). We also note, however, that the interim informal communications between Athletics staff and student-athletes can lead to a lack of reporting, as evidenced in other cases discussed in the report.

A subsequent notation stated that LSUPD Officer Drake met with the Complainant and Miriam Segar on September 21, 2018 at the request of the Complainant. According to the report, the Complainant wanted to ask Segar and Officer Drake about the investigation processes pertaining to the criminal charges and Title IX. After discussing options, the Complainant "decided that she would like to speak with the Title IX investigators." According to the notes, Segar helped the Complainant arrange a meeting with the Title IX investigators.

Stewart, Scott, and Segar met with the Complainant on September 24, 2018 to explain the Title IX and Sexual Misconduct Policy and process, after which she communicated her desire to pursue a Title IX Investigation. Scott was assigned as the investigator.

The case file indicates that the parties were interviewed and the file includes records of communications with Respondent F (including a notice of the investigation on October 11, 2018),²²⁷ but the file does not include records of communications with the Complainant. The Final Investigation Report indicated that the Lighthouse Program initiated contact with Complainant on September 20, 2018, but the file does not include any information about the interim measures requested by or provided to either party.

The investigation included an interview with Complainant, Respondent F and three witnesses. The investigation also included a review of text message and photograph and video evidence.²²⁸ The Complainant and Respondent F provided their accounts of what occurred, and witnesses, including Lewis and Respondent G who were with Complainant and Respondent F at Lewis' apartment, and a witness who drove the Complainant and Lewis home, provided statements as well. Witness statements and photograph and video evidence provided evidence of Complainant's level of

²²⁷ We note that throughout our review of individual case files, we identified a practice of providing notices of investigation to parties with insufficient level of detail to describe the allegations. Now rescinded ED guidance in a Q&A Document dated September 2017 included the following on this point. "Once it decides to open an investigation that may lead to disciplinary action against the responding party, a school should provide written notice to the responding party of the allegations constituting a potential violation of the school's sexual misconduct policy, including sufficient details and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved, the specific section of the code of conduct allegedly violated, the precise conduct allegedly constituting the potential violation, and the date and location of the alleged incident."

²²⁸ The file we were provided includes the Initial Report Form from LSUPD, but the file does not include details sufficient to determine when it was sent or what other files might have also been sent from LSUPD.

intoxication. For his part, Respondent F did not deny that sexual intercourse occurred, but he asserted it was consensual.

Ultimately, Scott found Respondent F responsible, finding: “Given the testimony and evidence presented, this investigator finds that the Respondent did violate LSU’s PM-73 policy regarding sexual misconduct; specifically Non-Consensual Sexual Intercourse and Non-Consensual Sexual Contact.”

The rationale and analysis included in the report is as follows:

This determination is derived from the fact that the Complainant stated she did not give consent for the Respondent to engage sexual intercourse or fondle her. The Complainant stated she was in and out of consciousness from all the alcohol she had consumed that night. The Respondent stated that the Complainant was conscious and gave consent to engage in sexual intercourse. The Respondent also stated that he and the Complainant “were both drunk,” This is also evident in text messages between the Respondent and the Witness. Witness and Material Observe accounts, along with texts, videos and photographic evidence, appear to reveal that the Complainant was at some time incapacitated.

...

In this particular case, the preponderance of evidence supports that the Complainant was in no mental or physical condition to render consent to the Respondent prior to or during the sexual activity to include fondling and sexual intercourse.

A notice of finding of a violation was sent on November 7, 2018.

On November 30, 2018, Respondent F was then charged with violations of LSU’s Code of Student Conduct as follows: Sexual Misconduct; Unauthorized Surveillance; Violating a Rule of the University. A meeting with SAA Director Sanders was scheduled for December 7, 2018. Following the SAA review, Respondent F was again found responsible on January 14, 2019 for sexual misconduct and violating a rule of the University. Respondent F was suspended from the University through December 31, 2019. A no-contact directive remained in place and Respondent F was required to have a mental health assessment prior to re-admission.

Respondent F declined to accept this outcome and requested the case be reheard by UHP on the basis that sanction was “too punitive.” The UHP was held on February 25, 2019, and the notice of outcome was sent on February 26, 2019, again finding Respondent F responsible for sexual misconduct and violating a rule of the University. Respondent F was suspended effective February 25, 2019 through December 31, 2019.²²⁹

²²⁹ Consistent with University policy, a notation appeared on Respondent F’s transcript during that time period.

Respondent F appealed, arguing bias, excessive sanction, and that he was not able to cross-examine Complainant (who did not participate in hearing). The appeal was dismissed on March 14, 2019, finding no evidence of bias.

Respondent F entered the NCAA “transfer portal” and left the University.

I. Respondent G

Respondent G was also a member of the LSU Football Team and was identified in the *USA Today* article as not receiving discipline related to sex assault allegations. The article also noted that he was arrested in connection with those rape allegations, but that his case remains open according to the District Attorney’s Office.

We received a case file related to allegations against Respondent G—with two separate alleged incidents. Complainant 1 alleged Respondent G engaged in non-consensual sexual intercourse with her on March 24, 2019. Complainant 2 alleged Respondent G engaged in non-consensual sexual intercourse with her on September 7, 2019. Both cases are summarized and discussed below.

On March 24, 2019, LSUPD officers responded to Baton Rouge General Bluebonnet Hospital in response to an incident that allegedly occurred on LSU’s campus in Riverbend Hall. According to the LSU Police Department Incident Report, female LSU student Complainant 1 initially reported that an unknown person grabbed her from behind on the fourth floor of Riverbend Hall and she blacked out. Additional information from the Incident Report indicated that Complainant 1 reported when she “came to, she woke up inside of an unknown apartment in Riverbend Hall.”

That same day, an LSUPD Detective met with Complainant 1 for an initial interview. Also present for the interview were a SANE nurse and a Sexual Trauma Awareness & Response counselor. During this interview, Complainant 1 said she could not provide details about the person who grabbed her from behind, but she said she remembered waking up on a couch in what she would come to realize was Riverbend Hall.

Over the course of the next two days, Complainant provided additional details to LSUPD, including that she knew who assaulted her. She said she had been previously protecting this person which is why she left out details. At this point, she identified Respondent G as the alleged assailant. Complainant 1 reported that Respondent G penetrated her vagina and she said he “wasn’t stopping if I said no.” She said her “mind was going crazy,” and she told Respondent G this was not what she wanted and it was not okay. LSUPD had reviewed surveillance footage from the LSU camera system and identified Complainant 1 and another female entering and leaving Riverbend Hall together.

That day, an arrest warrant was issued for Respondent G for Third Degree Rape, and he surrendered to LSUPD on March 27, 2019. The Affidavit for Arrest Warrant stated the following:

On March 24, 2019 LSU Police were contacted by the victim of a sexual assault that occurred in Riverbend Hall earlier that day. The victim stated that she and a

friend went to Respondent G's apartment in Riverbend Hall. Respondent G is also known as Respondent G. When the victim asked to use the restroom, Respondent G offered her to use the bathroom in his bedroom but then followed her into the room. The victim stated that her memory becomes hazy at this point and she "blacks out". The victim reported the next thing she remembers is her shirt coming off and trying to hold onto her underwear as it was being taken off. Next she remembers being naked and face down on the bed with Respondent G behind her between her legs and penetrated her vagina. The victim stated that she told Respondent G "no, no, no". She stated this caused Respondent G to stop temporarily but he then attempted to try to penetrate her again. The victim stated that she was able to get out from under Respondent G, got dressed and left his bedroom.

Investigators also spoke with a witness to some of the above described events. The witness stated that she does not know what happened while the victim and Respondent G were in his bedroom because she was in a different room of the apartment. The witness did say that while leaving the apartment the victim seemed upset. The witness asked did he "fuck you when you said no?" The victim responded "yes". The witness went back to Respondent G's room to confront him about what happened. She stated that Respondent G admitted to having sex with the victim saying that he stopped because the victim was upset.

The victim and witness both stated they had gone to Tigerland earlier in the night from approximately 11pm-2am. The witness advised that she and the victim had approximately 5 mixed alcohol drinks and three shots. The witness stated this was over a period of approximately 3 hours, 11pm-2am, and they had stopped drinking for approximately 1 hour prior to going to Respondent G's apartment at 3am. The victim and witness both stated they were at Respondent G's apartment from approximately 3am-4:45am, this is confirmed by recorded video surveillance in the building.

At this point, Respondent G entered the NCAA "transfer portal" and had no involvement with the LSU Football team.

The file we were provided is not clear regarding how the matter was referred to the Title IX Office, but it does say that Complainant 1 initiated the Title IX process on April 3, 2019. The matter was assigned to Scott for investigation.

Scott interviewed Complainant 1, Respondent G, and two witnesses. Complainant 1 indicated that she was scared and anxious and "blacked out" in response to what was occurring. She said she did not provide consent to sexual intercourse and told Respondent G to stop. She also said Respondent G stopped briefly but then continued with sexual contact. Respondent G did not deny that sexual intercourse occurred, but he asserted that it was consensual. He said he stopped sexual activity when told to by the Complainant.

The Final Investigation Report and the file do not indicate that Scott considered any other electronic or documentary evidence, such as surveillance videos, copies of text messages, or

medical records from the Complainant.²³⁰ It is also not clear whether the Investigator had access to the LSUPD file during his investigation.

Ultimately, Scott found Respondent G not responsible, stating the following in the Final Investigation Report:

“Given the testimony and evidence presented, this investigator finds that the Respondent did not violate LSU’s PM-73 policy regarding sexual misconduct; specifically Non-Consensual Sexual Intercourse.”

The only rationale and analysis included in the report is as follows:

This determination was rendered on the credibility and testimony provided by all interviewed parties. The testimony from the Complainant, and Respondent appears to substantiate that neither of them were incapacitated, and that the testimony of Complainant and Respondent would lead a reasonable person to believe, “Consent was demonstrated through mutually understandable actions that clearly indicate a willingness to engage in a specific sexual activity. And that once Complainant revoked consent, the Respondent ceased all sexual activity. Finally, Scott found that if the Complainant had a medical diagnosis that caused “black out” conditions, a reasonable person would not have been aware of this condition without being informed.

We note deficiencies here in terms explaining the rationale for the determination. Scott references credibility in his determination, but it is not clear how he arrived at his credibility determination. If he found Respondent G more credible—which is a critical determination given his and Complainant’s divergent accounts of what occurred—he does not explain why. The report also does not identify what indications of consent through “mutually understandable actions” that Scott found more likely than not occurred. Again, this determination was critical given the dispute between the parties.

There is no record in the file of the outcome being communicated to the Complainant. This is critical, not only because of Title IX and Clery requirements to provide notification of the result of proceedings that arise from an allegation of dating violence, domestic violence, sexual assault, or stalking, but it is also unclear whether Complainant was able to exercise her right to appeal Scott’s finding. The file indicates the results of the investigation were shared with Respondent G via conference call on June 5, 2019, and an outcome letter was sent to him the same day.

The only notation in the file following this communication is a notation from Jennie Stewart on November 5, 2019, indicating that Respondent G and his mother had requested the investigation

²³⁰ It is unclear whether Scott reviewed surveillance footage reviewed by LSUPD, and whether he attempted to obtain text message evidence from the parties or the Complainant’s medical records from her SANE exam. It is also unclear whether Scott considered interviewing the Complainant’s boyfriend, who allegedly communicated with Respondent G after the alleged sexual assault.

report to show that he was not found responsible, and that Stewart had communications with a football program at another institution about this matter.

On September 7, 2019, Complainant 2 submitted a Sexual Misconduct and Sexual Harassment Complaint Form against Respondent G, alleging that Respondent G again engaged in non-consensual sexual intercourse with her when she was unable to provide consent due to incapacitation.

While the file we received does not explicitly state that the report was closed, the file includes a case form note, dated October 31, 2019, that states the following: “Respondent was not enrolled as a student at LSU. Lighthouse referring victim to LSUPD to pursue.” The file did not include information to explain the delay between the report (September 7, 2019) and October 31, 2019, and does not explain the rationale for why the matter was not pursued further by the Title IX Office and who made this determination. The file we received does not include any communications to Complainant 2 or Respondent G.

J. Respondent H

On January 24, 2020, Complainant reported to two Resident Assistants that she believed she had been drugged and sexually assaulted while at Tigerland. One of the Resident Assistants notified the Residence Life Coordinator Nicholas Aniol who, in turn, made a PM-73 report to the Title IX Office.

According to the report, Complainant had been drinking and dancing at Tigerland and then left with a male she later believed to be LSU football player Respondent H. Respondent H was a highly recruited quarterback who enrolled at LSU in June 2019.

According to the report, after leaving one of the venues Complainant and Respondent H began having sex in a car, but she was unsure if she consented. She had a lapse in memory in between the incident in the car, leaving Tigerland, and arriving at Miller Hall where she resided.

Resident Life Coordinator Aniol arrived at Miller Hall and shared resources and reporting options with the victim. Complainant elected to file a report with LSUPD who then contacted Baton Rouge PD because the incident had occurred off campus. Complainant was then taken to Woman’s Hospital for a SANE exam.

On the same day as the incident, a case was opened by Jeffery Scott who also assigned to the case as investigator. The Complainant was also contacted by the Lighthouse Program on January 27th. Scott, along with Title IX Coordinator Jennie Stewart, spoke with the Complainant’s parents on January 29th and explained the Title IX process and reporting options. Stewart also met with the Complainant on January 31 to explain reporting options and concerns. It was at this point the Complainant decided to move forward with the Title IX process. Scott interviewed the Complainant on February 3.

Scott’s first attempt at contact with Respondent H was on February 4, 2020 when he sent an email that informed Respondent H of his potential involvement in a PM-73 violation and requested an interview. Respondent H called Scott on February 6 at which time Scott briefed Respondent H on

the allegation and explained the investigative process and asked to meet in person in the next two weeks. Miriam Segar was notified on February 4 that a Title IX complaint had been filed against Respondent H.

Between February 7-27, Investigator Scott interviewed four witnesses to the incident. Scott included detailed notes of all interviews in his final report.

During his interview, Respondent H said he met Complainant at Tigerland and danced with her. Eventually, he asked if she wanted to have sex in his friend's car to which she said "yes." Respondent H claimed that she was sober enough to consent and give directions back to her residence hall, Miller Hall. He said she showed no signs of being drunk.

Scott completed his investigative report on March 5 and then reviewed it with Respondent H on March 6 including the finding of "Responsible." Segar was also notified by Scott on March 6 of the results. Respondent H was officially suspended from the LSU football team on March 11, 2020.

Scott was contacted on March 12 by Respondent H's attorney. Scott sent a FERPA waiver to the attorney which was signed by Respondent H and returned on March 13 at which point the attorney informed Scott that Respondent H would be appealing the finding of "Responsible" in a letter dated March 12. Respondent H's attorney submitted Respondent H's substantive appeal on March 18.

On April 17, 2020, Jonathan Sanders sent a charge letter to Respondent H informing him of the exact violations he had been charged: 10.2.U Sexual Misconduct and 10.2.Z Violating a Rule of the University (PM-73). This letter also informed Respondent H of his accountability meeting, scheduled for April 23, which could be attended via Zoom or phone due to Covid-19 protocols. The meeting was rescheduled at Respondent H's request on April 24 via Zoom.

At the April 24th meeting, Sanders informed Respondent H again of the finding of "Responsible" and that Respondent H would be suspended from LSU from May 10, 2020 to May 31, 2021. Respondent H was also informed of a "No Contact Directive" with the Complainant. Sanders informed Respondent H of the rationale as well as the right to accept or decline the outcome. Respondent H was also informed that he could request a UHP that would issue a decision that would replace the findings by Sanders. This was also sent to Respondent H via a May 1st letter as was an Outcome Memo sent to the Complainant informing her of the findings and suspension as well as Respondent H's right to decline the outcome and the potential of a UHP.

On May 12th, new LSU General Counsel Winston DeCuir received a letter via email from attorneys Susan Stone and Kristina Supler informing DeCuir that they had been retained by Respondent H to act as his student advisors with respect to his Title IX case. Stone and Supler also requested a hearing and shared that they did not believe Respondent H had been given adequate access to the evidence supporting the claims against him.

Respondent H officially declined the outcome of his investigation on May 12th via letter to Sanders. Respondent H had three business days from receipt of the May 1st letter to decline the outcome but

claimed he had not opened the letter until May 8th. In this letter, Respondent H also claimed to be confused about LSU's process and procedures and requested a meeting with Sanders for clarification.

On June 4, 2020, DeCuir sent a letter to Respondent H's attorneys informing them that Respondent H had demonstrably logged on to view his outcome letter "on numerous occasions" but had not declined his outcome. On June 5th, Respondent H's request for a UHP was officially denied as untimely. This letter also reaffirmed Respondent H's suspension until May 31, 2021.

On August 6, 2020, Respondent H transferred to another University.

K. Respondent I

The *USA Today* article identified Respondent I as an LSU football player who LSU "would not confirm or deny if it disciplined . . ." After reviewing Respondent I's case file, at least one reason the University could not confirm or deny any discipline against Respondent I is because at the time of the article and associated information requests, Respondent I's case was still being adjudicated.

Respondent I was another highly recruited football player. He enrolled at LSU in June 2019. In Respondent I's student conduct case, an LSU student (the "Complainant") alleged that Respondent I engaged in dating violence against her on September 9, 2020.

On Wednesday, September 9, 2020, LSUPD received a report of a "disturbance" at the Complainant's on-campus residence hall. "Upon arrival, the victim of the incident informed Officers that her ex-boyfriend, [Respondent I], came to her room, destroyed her property, and shoved her into a dresser causing a scrape to her hip." Officers described the Complainant's room as "in disarray with items thrown about, and multiple destroyed items including an iPhone." The responding officers also observed an injury on the Complainant's hip. Respondent I was placed under arrest by LSUPD "based on the evidence observed."

The Complainant executed the University's Sexual Violence and Confidentiality Notice and Waiver form, which authorized law enforcement to investigate the matter and pursue criminal charges, share information with the Office of Dean of Students and initiate a Title IX process, and share her contact information with the Lighthouse Advocacy program to provide support and resources.

The Complainant met with Jennie Stewart on September 11. During this conversation, the student relayed that Respondent H had allegedly threatened the Complainant with retaliation for "ruining their life." The Complainant elected to move forward with a formal complaint against Respondent I during this meeting.

The University interimly suspended Respondent I from the University that same day. Throughout the investigation and adjudication process, the Complainant was provided with access to mental health and counseling resources, alternative housing options, and assistance obtaining a protective order. Notably, the Complainant reported a high degree of satisfaction with the University's services in this regard throughout the process.

Respondent I was charged with “Sexual Harassment” and “Retaliation” under the University’s Title IX policy. Significantly, the Trump Title IX Regulations governed the resolution of the complaint.

Investigator Jeffrey Scott initiated an investigation into the report on September 15, 2020. The notice of investigation included reference to the University’s Title IX policy, highlighting the Complainant’s right to an advisor of choice and providing notice of the support and resources available through the University. The Complainant was interviewed shortly thereafter, during which she described in detail and provided photos documenting significant damage to her person and property.²³¹

On September 20, though, the Complainant contacted Scott requesting that the University halt the investigation. After working through a personal matter, the Complainant re-initiated her complaint four days later with the support of the University.

On September 25, Stewart sent a Notice of Investigation and Allegation to Respondent I. On September 29, 2020, Scott sent a “Request for Interview” to Respondent I. Respondent I did not respond. On October 5 and 12, Scott left a voicemail on Respondent I’s phone requesting contact, to which he continued to receive no response. On October 13, 2020, Scott contacted Segar for assistance in contacting Respondent I. Segar stated that Respondent I had not responded to any communications from her or anyone else in the Athletics Department.

Scott proceeded with the investigation, and issued an investigative report on October 20, 2020.

The Complainant had an opportunity to review the report and all evidence, and consented to moving forward with the process at that time. Notably, the Complainant wrote to Scott: “I appreciate you for your hard work and diligence. No matter the outcome I am happy to know that victims have a voice at LSU and that we are being supported and heard.”

In accordance with the 2020 Title IX Regulations, the report concluded, “Using the definitions above and considering all information from the investigation, the hearing panel must determine findings for each alleged policy violation.”

On November 3, 2020, though, the Complainant wrote to Stewart, Bareis, and Scott, stating: “I would like to say that I appreciate the support that I have received, but after some consideration I do not wish to move forward with the investigation.” In a follow up conversation with Stewart on November 10, the Complainant reported that Respondent I’s family had “been reaching out to her by phone” and “putting pressure on her” to withdraw her complaint. The Complainant indicated that she was “on the fence about wanting to go forward,” and said she will decide whether to “participate in a hearing if [the University] go[es] forward contrary to her wish.”

In a follow up phone call on November 13, the Complainant ultimately agreed to go forward with the formal complaint. On November 17, the Complainant wrote, “I am on board with continuing

²³¹ The Complainant also described concerns regarding the welfare of a pet shared by the parties, which were not investigated by the University but were considered in the criminal investigation of Respondent I’s alleged conduct.

the formal process. You will have my full participation.” She continued to express her gratitude and appreciation for the Title IX staff throughout the process.

Following a hearing in which Respondent I did not participate, he was found Responsible and expelled from the University.

We note that Respondent I’s case presented many of the most significant challenges for a Title IX case: a dating violence allegation, a high-profile student-athlete, and a reluctant complainant. In addition, this case presented the additional challenge of being one of the first matters to progress under the Department of Education’s 2020 regulations, which have procedural elements that may deter survivors of interpersonal violence from participating in the process (*i.e.*, a live hearing with cross-examination by the alleged perpetrator). Overall, we found this case handled appropriately and note the Complainant’s repeatedly stated gratitude for the care and concern she experienced with the Title IX Office. It is also significant that the University took immediate steps to interimly suspend Respondent I upon notice of the serious allegations, and took other supportive and safety measures which the Complainant expressed a high degree of satisfaction with. The differences between this dating violence case and the cases discussed above indicate that the Title IX staff has learned from previous missteps and oversights—and in interviews both Stewart and Scott referenced the “lessons learned” from the Davis case in particular in handling this matter.

VII. Summary of Information from Other Case File Reviews

As a part of our review, we requested a list of Title IX cases from 2015–2021. From this list, we selected representative cases and requested the complete file for each case. Each was selected without our having any advanced knowledge of the details of the matters. When assessing cases for this comparator file review, we selected cases that appeared to involve similar alleged misconduct to those included in our review above (*i.e.*, sexual assault and dating violence). We also selected cases involving respondents who were not student-athletes so that we could at least partially assess whether student-athletes have historically been provided with preferential treatment in the University’s Title IX’s process.

As an initial matter, the number of cases included in the yearly lists is remarkably low considering the size of the University and in comparison to number reported by institutional peers. This is a potential red flag suggesting possible systemic institutional underreporting or inaccurate centralized record-keeping of reports.

As for the substantive takeaways from our case file review, most files include many of the same concerns identified throughout Section VI above. First, the University does not have a systematic protocol for appropriately documenting communications and other records for Title IX cases. This is due largely to the fact that Title IX compliance is decentralized and spread across several different offices and personnel. Our review of the bulk of the case files provided was unnecessarily complicated because of inconsistent record-keeping and failure to input documents and information into a student’s online case file. For example, documents and information would be uploaded to one party’s file, while the person entering the data failed to “link” the data to the corresponding party for the same case number. Thus, when we requested a particular case file, we frequently received only half of the applicable documents, and University officials had to search for additional case documents under other party or even witness names upon request. As noted

throughout this report, it is critical to ensure that all relevant information about a particular individual—whether identified as a complainant, respondent, or third party—that is available to the institution is easily located by Title IX staff in order to aid in future determinations.

Similarly, the files often do not include initial outreach communications with complainants. While investigation reports included in the files typically reference Lighthouse outreach to complainants, for the most part, there are otherwise no records included of communications with complainants about process options and updates about the matter.²³² In addition, some case files include case notes or LSU Cares Reports about supportive measures for students, but references to the support measures offered, requested, and implemented (or rationale for declining to implement) are not routinely included in files.

We note that the absence of many of the communications and documents outlined here does not necessarily mean the documents are not housed in another location; the main take-away, however, is that documents should be stored in a manner that reflects the full case processing and communications.

Second, while the way the cases are recorded allowed us to identify the parties involved, in many cases we were unable to tell from the records what the underlying allegations were for each period beyond a broad “sexual misconduct” designation. Ensuring that reports are categorized based on the nature of the alleged conduct would assist the University in identifying global trends in instances of sexual misconduct, as well as ensure the University can quickly assess whether a particular respondent has a record of engaging in a pattern of misconduct.

Third, with respect to records relating to the investigation, we have noted concerns with the level of detail and accuracy in investigative reports throughout this report. In addition, while this is not true of all cases, there are several instances in which documentary and physical evidence does not appear to be requested during the investigation, which is often later raised in the SAA review or in an appeal. We note that this practice has improved over time, and we have confidence that with additional training, supervision, and resources, investigative staff will continue to improve report writing and evidence documentation.

Finally, it bears noting that we have concerns regarding the University’s process for determining and meting out appropriate sanctions for sex-based offenses. Our review of the files has shown that the University’s sanction of choice for findings of “sexual misconduct” are “deferred suspension” and “deferred probation.” A modest number of cases included a “suspension” outcome, with a common term of a year for the suspension to be in place. Very few cases result in “expulsion,” although we see both the number of suspensions and expulsions increasing in recent years. We note that we did not find any evidence of preferences or unfair outcomes based on a respondent or complainant’s affiliation or identity—*i.e.*, status as an athlete, member of Greek Life, or other organization.

²³² We understand that this may be due to the fact that Lighthouse services, in particular, are coordinated by the University’s Health Center and such records are stored in a confidential database. Where Lighthouse is serving the essential function of providing outreach and coordinating supportive measures for Title IX cases, documentation of the communications and information/resources provided in the Title IX case file is required though.

The University utilizes a sanctioning “Outcomes Guide” to aid in determinations of appropriate sanctions; however, we found that the University’s guide with respect to violations of sexual misconduct does not appropriately capture the escalating and mitigating factors commonly utilized to determine the severity of a sanction. We understand that the University is working to update its current Outcomes Guide to be more in line with best practices and consistent with new policy language implemented as a result of the 2020 regulations.

VIII. Community Input Summary

As a part of our review, we invited University groups and individuals to speak with us to share their observations and experiences related to sexual misconduct and Title IX compliance at the University.

President Galligan sent an email communication to the University on January 29, 2021 providing information about our review and inviting community members to schedule a time to meet with us to provide information over a four-week period.

In response to President Galligan’s communication to student groups, we had two scheduled student group meetings with the following: Tigers Against Sexual Assault and the Student Government Association.

During the individual interviews, we advised community members that, while there are confidential reporting options available through the University, our conversation was not confidential. We advised community members that we would be sharing information with the University and including information we received in summary form in our report. We also advised community members that we would be sharing the information by describing themes as opposed to identifying specific individuals in our report to facilitate candid information-sharing.

Several categories of community members responded to our request to meet, including undergraduate students, graduate students, faculty and staff. The following is a summary of the main takeaways from our community interviews.

1. Community members described a culture that does not promote reporting incidents of sexual misconduct.

Individuals who participated in our Community Input interviews and who have worked in Athletics described a culture that does not promote reporting of alleged misconduct. Individuals alluded to a perception that anti-fraternization policies discourage reporting when misconduct occurs in the context of student-staff and student-athlete relationships and described a fear of retaliation for reporting. In addition, an individual described a culture in which female assistant coaches have not reported alleged sexual harassment from other staff members. Individuals also described a structure in Athletics that attempts to manage reports directly so as not to draw attention to cases. Individuals with experience in Athletics described a sexist attitude towards female student-staff members and interns, with comments and attitudes suggesting that women who complain about student-athletes’ conduct are trying to “ruin [athletes’] careers.” Individuals also described a

culture in Athletics in which individuals attempt to resolve interpersonal violence issues directly rather than report the misconduct.

Staff members outside of Athletics also expressed concerns about a culture of not reporting. One staff member described a culture that disbelieves victims in order to protect the University. TASA described a common feeling that the University is “not taking care of survivors.”

Groups we met with during our interviews also said the perception that the University has not been making efforts to improve the Title IX process and promote accountability is not “new.” They described that individuals have been sharing personal accounts of the University’s inadequate response to sexual misconduct on Twitter and other social media platforms. TASA has expanded from a focus on advocacy to support because so many people have expressed a need for that.

One group expressed support for the Title IX Coordinator and favorably described a town hall during the summer of 2020 to introduce her to student leaders. Student Government Association members also described positive communications with the Title IX Office, and TASA highlighted an outreach from the Dean of Students to talk about the organization.

2. Community members described a lack of clear directives about mandatory reporting, and, in some instances, described directives to report to academic leaders, rather than the Title IX Office.

Based on information from community members, it appears it is not clear who faculty should be reporting to—one faculty member indicated mandatory reports of sexual misconduct are made to the Dean of Students or SAA. One Department reported that a dean had directed faculty and staff to report sexual misconduct to the dean and not the Title IX Office. Many individuals made plain that the requirement that reports need to go directly to the Title IX Office needs to be emphasized because of “chain of command” expectations entrenched in academia. A community member shared a perception that AgCenter staff do not receive the same level of communications as the A&M campus about Title IX and reporting, resulting in Ag Center staff not understanding reporting obligations. A community member also suggested University leadership should do more to encourage faculty to be involved.

A graduate student shared information about reporting harassment that was not reported to Title IX for assessment, leaving the student unsure of how it was reported and whether action could have been taken under the University’s policy. An instructor also shared an experience that related to both Title IX and non-Title IX issues, but she was never referred to Title IX to address the potential sexual misconduct issues.

3. Community members described inadequate and infrequent Title IX Training that needs to be refreshed and provided more regularly.

Significantly, during our interviews, students described not having sufficient Title IX training. They described brief bystander intervention content at Freshman Orientation, but no training about sexual misconduct following that. Students suggested additional content should focus on prohibited conduct and consent. Groups shared that information shared with freshmen about sexual misconduct, campus resources and the Title IX process does not “stick.” Some community

members described the training as helpful in terms of effectively communicating requirements related to sexual misconduct, but not in terms of making community members more concerned and interested in the issues.

Community members also shared a recommendation for more targeted training for graduate students and adjunct faculty members, including training scenarios other than misconduct involving supervisors and supervisees. Groups requested interactive training opportunities to supplement current online trainings. Throughout the interviews, individuals described advocating for mandatory Title IX training and bystander intervention training for student groups—as a parallel to the state law required anti-hazing training.

4. Community members described various inadequacies in the Title IX process, including a lack of updates about the process, a disconnect between the Title IX and SAA process, inadequate investigations in some instances, and a lack of sufficiently severe sanctions upon findings of responsibility.

Students described feeling uninformed during the Title IX process. Students also expressed a lack of communication during the investigation and a lack of communication about case outcomes. Students described situations in which complainants were uninformed about the status of the respondent and had ongoing concerns about possible interactions with respondents. Faculty members also described hearing students complain about a lack of communication from the Title IX Office during case processing. In addition to not receiving sufficient updates during the sexual misconduct report assessment, investigation and adjudication phases, groups described a lack of student clarity about requesting and receiving supportive measures and requested clearer information about how such requests are evaluated.

In addition, individuals described concerns about the disconnect between the Title IX process and the SAA process. A graduate student described reporting sexual harassment and receiving an unsatisfactory response from Human Resources and the Title IX Office. The student indicated there did not appear to be communication between HR and the Title IX Office, and when the student ultimately connected with the Title IX Coordinator—upon the student’s outreach—the case was “dropped” without explanation. Individuals also described a perception that the UHP process results in unfair determinations by individuals who do not have enough experience with issues related to sexual misconduct or a deep enough understanding of the underlying investigation and recommendations. Students also described a perception that some investigations are not thorough enough, for example, by not including interviews with identified witnesses. Further, individuals described a perception that sanctions are not severe enough to address incidents of sexual misconduct. TASA described hearing from complainants that they have been told significant sanctions are not a likely outcome even upon findings of responsibility. Faculty members described a “definition disconnect”—describing that matters are sometimes reported to the Title IX Office and are dismissed without an explanation as to why. Importantly, students also shared information suggesting that after an initial complaint, potential additional misconduct was not evaluated by the Title IX Office or SAA.

Finally, students described a reliance on Lighthouse to stay informed about process and supportive measures and generally described a positive experience with Lighthouse. One student described

needing better education about the hearing process, and better education about the need for an advisor to assist during a hearing.

5. Community members described frustrations during the process to request and receive supportive measures, as well as difficulties or delays in the implementation of supportive measures.

Finally, as for supportive measures, students described frustration at needing to “prove” they needed academic accommodations during or following an investigation. Students also described the Title IX Office being disengaged from the provision of support measures, such as housing relocations and academic accommodations. Interviews also raised concerns about implementation of supportive measure, even in cases where there was Title IX Office involvement. One student described a professor asking her why she needed academic leniency on an assignment in front of the whole class—even after he received a communication from the Title IX Office requesting academic accommodations and connecting the need for leniency to a Title IX matter. A student also described a delay in implementing no-contact order; also described a lack of response from Title IX related to concerns about respondent adhering to no-contact order.

In terms of receiving support, individuals praised Lighthouse and the services they provide but described that Lighthouse needs additional resources to expand the program. Community interviews revealed particular challenges facing international students when they experience sexual misconduct and are attempting to navigate the University’s systems for addressing misconduct. One student indicated she had critical support from professors—and she said that without a mentorship connection in her program she would not have been able to navigate the investigation and resolution process as easily. Individuals described difficulty getting access to mental health and counseling services through the Student Health Center—an issues that impacts not just those dealing with incidents in sexual misconduct, but broader student health issues. Individuals also discussed safety issues on campus, including recommending expansive escort services and expanded hours for Campus Transit. Finally, individuals described a need for more resources for student-athletes, particularly those who have a history of violent behavior and advocated for efforts to “repair harm” for victims of sexual misconduct.

IX. Recommendations

Before outlining our recommendations, we want to directly address a sentiment expressed in community interviews regarding our work, namely, that if this report does not recommend “firing people,” an important part of the University community will be disappointed. We understand the sentiment. In drafting this report, we have been guided by the University’s desire for us to provide the community with a truthful account of the University’s handling of various Title IX matters. When mistakes were made by University employees, we have said so throughout this report. When we have concerns, we have identified them. With that said, we believe it would be inappropriate for us to tell the University who it should or should not discipline. Rather, the leadership of the University should take this report and decide what, if any, discipline is warranted for employees. If the leadership of the University decides to discipline employees, one of the important lessons from this review is that institutional policies and processes should be followed. In addition, those employees should be entitled to full due process protections, including the ability to say this review “got it wrong.”

Throughout this report, we have stressed that in many ways the employees tasked with these important responsibilities were not served well by the leadership of the University. Institutional policies were unclear, edicts were issued by supervisors that conflicted with policy, employees were overburdened with vast institutional roles and not provided with appropriate resources, calls for additional resources went unheeded, concerns were not responded to, etc. As part of this review, we have interviewed several employees who acknowledged making mistakes and emotionally shared that they were trying their absolute best under exceptionally difficult circumstances.

With that as backdrop, we make the following recommendations to the University. These recommendations are informed by all of the materials we have reviewed, our comments throughout the report, our understanding of national trends and well-recognized best practices, and perhaps most importantly, the input of the various members of the University community who met with us. Each recommendation will require considerable attention and effort, but we are confident that these recommendations provide the University with a road map for correcting problems identified throughout this report.

In making our recommendations, we are mindful that too often conversations about Title IX have been framed by partisans who are concerned exclusively with the rights of either victims of sex misconduct or the rights of those accused of sex misconduct. Our view is that sexual misconduct and relationship violence are egregious harms that require great care in responding to and that being accused of such misconduct is significant and warrants fair and thoughtful processes and personnel. None of the recommendations below are intended in any way to “tilt the scales” to either side in a Title IX matter, but rather to create a system that all members of the University community can have confidence in, even when they do not necessarily agree with the end result of a particular case. The recommendations are also intended to support community members impacted by sex discrimination and hopefully meaningfully reduce the incidence rate of sex discrimination on campus.

1. **The Title IX Office Must Be Staffed Appropriately.** The most important recommendation from this review is that the University’s Title IX Office is not appropriately staffed and this needs to be corrected promptly.

Comprehensive Title IX programs have four areas of focus:

- Prevention Programming and Training designed to: (a) increase awareness of institutional policy and internal reporting options and resources and (b) reduce incidence of sex discrimination throughout the University community.
- Report Resolution, *i.e.*, how an institution resolves reports of sex discrimination from start to finish.
- Support and Resources for community members impacted by sex discrimination.
- Athletics Compliance, which is subject to a particular regulatory compliance regime.

With respect to prevention programming and training, ideally, there should be a robust set of Title IX training programs which educate community members on items such as mandatory reporting obligations, bystander intervention, etc. The Title IX Coordinator should also provide more targeted training interventions when the Title IX Coordinator identifies problematic trends occurring within the University community. Again, ideally, the Title IX Coordinator develops tools to measure the effectiveness of training programs and adjusts when interventions are ineffective. None of this is being meaningfully and consistently done at LSU primarily because there is insufficient staff to do it. Recommendation 2 below speaks more directly to this concern.

If nothing else, our hope is that this report makes plain to the leadership of the University and the broader LSU community that thoughtfully resolving reports of discrimination is an exceptionally challenging and labor-intensive exercise. Ideally, the Title IX Coordinator creates a uniform set of processes for investigators to follow to ensure that reports are consistently handled with the care they deserve, monitors the timeliness of investigations, and otherwise ensures the quality of institutional resolution of reports of discrimination. The latter includes meaningful and timely communication with the parties, making sure that all relevant evidence is gathered, and reviewing and critiquing investigatory and other reports to ensure that they are robust and evince a thoughtful consideration of the issues.

In evaluating the University's Title IX processes, we are mindful that from 2008–2017, Louisiana's state spending per student decreased 44.9%—the second largest decrease in the country. During that time, LSU's budget was cut a remarkable 16 times. While the University's budget was facing drastic cuts, its unfunded compliance obligations—including compliance mandates around Title IX and Section 504—were exploding in significant ways. Given the myriad challenges created by these budget cuts, it is perhaps understandable that the Title IX Office was not staffed appropriately; however, the most important finding from this review is that it was (and is) not. And until the Title IX Office is staffed appropriately, the vast majority of concerns identified throughout this report will likely continue to plague the University. “Doing more with less” simply does not work in this space.

For perspective, in 2019, the LSU Football team completed a perfect season and won a national championship. The success of the program is a remarkable achievement and shows what the University can accomplish with appropriate resources and personnel. To that end, as of today, the staffing of the football program alone includes eleven full-time coaches; thirteen analysts; nine individuals connected to athletic training, nutrition and strength and conditioning; four individuals to handle equipment; four employees to manage video production; three graduate assistants; a “General Manager;” a “Director of Player Development;” a “Special Assistant to the Head Coach;” an “Assistant Athletics Director – Football;” an “Assistant Director of Operations;” a Coordinator of Football Operations; a Coordinator of Defensive Operations; a Coordinator of Offensive Operations; an Associate Athletics Director of Football Recruiting and Alumni Relations; an Assistant Director of Recruiting Operations; a Senior Consultant; an Assistant Director of On-Campus Recruiting Operations; an Assistant Director of Player Personnel; and a Coordinator of Football Relations. This does not include a bevy of student workers whose

responsibilities have been described as “coloring cards” for football recruits and their families.

In contrast, LSU’s Title IX Office is staffed with a Title IX Coordinator and one “Lead” investigator for a campus with over 34,000 students. This alone is inconsistent with institutional peers, who generally staff Title IX and other equity offices with three to six investigators. In addition, though, the Title IX Coordinator and the investigator fulfill these roles not only at the A&M campus, but for the entire LSU System. Again, among peers, the role of a “system” coordinator with responsibility for overseeing Title IX compliance for multiple campuses is most often a full-time job in and of itself.

Moreover, as discussed in Section II, LSU’s Title IX Coordinator wears other hats with significant compliance obligations, serving as the University’s Section 504 Coordinator and Clery Act Coordinator. Again, at other institutions the Section 504 Coordinator role alone is most often a standalone position. The Title IX Office does not even have a dedicated administrative assistant to answer phone calls or schedule meetings. While we are critical throughout this report of the way in which the Title IX Office handled some individual cases, it is difficult to imagine anyone being successful in an office with such vast responsibilities but such limited resources. For what it is worth, those challenges were only heightened by the University’s decision to utilize an exceptionally cumbersome and labor-intensive process for adjudicating Title IX reports.

Accordingly, while there are a variety of different Title IX staffing models utilized by institutions throughout the country, at a minimum, we recommend that the University immediately provide the Title IX Office with: (a) administrative support personnel; (b) a case manager; and (c) two additional full-time investigators.

Additionally, the Title IX Coordinator position at LSU must be a full-time position whose sole responsibility must be coordinating compliance with Title IX.

2. **Designate a Deputy Title IX Coordinator for Prevention and Training.** We recommend that the University designate a Deputy Title IX Coordinator for Prevention and Training to coordinate the University’s prevention and training programs in consultation with the Title IX Coordinator. The Deputy Title IX Coordinator for Prevention and Training should be empowered to develop university-wide initiatives where research makes clear that such programs reduce the incidence of sex discrimination. STAR is an invaluable resource for Baton Rouge and the LSU community and we also recommend that the University contract with STAR to assess the University’s current prevention and training program offerings and assist the Deputy Title IX Coordinator for Prevention and Training improve those offerings.

With assistance from STAR, we recommend that the Deputy Title IX Coordinator for Prevention and Training implement the following programs as promptly as practicable:

- The Deputy Title IX Coordinator for Prevention and Training should be responsible for re-designing the University’s current online training modules with at least four goals in mind:

- i. Ensuring all University community members understand the behavior institutional policy prohibits as well as the sanctions for engaging in prohibited conduct;
- ii. Ensuring that all University constituents are aware of confidential resources and reporting options for community members who are impacted by sexual discrimination;
- iii. Ensuring that reporters understand the processes available to resolve their complaints; and
- iv. Ensuring that all employees understand their legal obligations to report discrimination (as well as the sanctions which would apply for failing to make a mandatory report).

We recommend that this online training module be delivered, in part, by prominent members of University leadership (including the University President and Board members) to underscore the significance of the University's commitment to this issue. It also must be mandatory for all employees, and compliance must be regularly monitored and enforced.

- Second, we recommend the Deputy Title IX Coordinator for Prevention and Training develop mandatory in-person training for all Athletics personnel regarding maintaining appropriate workplace norms. There is considerable research supporting the proposition that establishing appropriate workplace norms reduces the incidence of sex harassment in the workplace. Similarly, the research is clear that harassment flourishes in work environments in which supervisors exercise little or no control over behavior. This mandatory training should make plain what is not appropriate behavior in the workplace and how leaders must be responsible for intervening when inappropriate behavior is taking place. While the Athletics Department has made progress on these items under new leadership, it is clear that more needs to be done.
- Finally, we recommend that the Deputy Title IX Coordinator for Prevention and Training consider the feasibility of periodically promulgating department and school-level climate surveys to assess climate regarding organizational tolerance for sex discrimination. These surveys would need to be strictly confidential for survey participants and would assess unit and department-based attitudes towards tolerating sex discrimination, including whether employees feel they will be retaliated against for complaining about sex discrimination, whether perpetrators of discrimination are appropriately punished, whether management sets an appropriate tone regarding these issues, and whether management and the University as a whole handle complaints appropriately. These surveys could serve as "temperature checks" for the need for more targeted intervention by the Title IX Coordinator, including customized in-person training.

While this Deputy role does not necessarily have to be a full-time designation, we caution that the University has historically utilized an "other-duties-as-assigned approach" when

assigning responsibility for Title IX compliance. The University should take care to designate an employee with appropriate capacity and resources to take on this critical role.

- 3. Designate a Deputy Title IX Coordinator for Support and Resources.** The provision of professional support and resources for individuals impacted by sex discrimination and reports of sex discrimination is a critical component of an effective Title IX program. As it stands now, we have heard nothing but positive feedback about the University's Lighthouse Program. This is a solid foundation to build upon. With that said, the extension of resources is currently not coordinated with the Title IX Coordinator and parties to the Title IX process are rightfully confused about where to go for resources. With that in mind, we recommend creating a dedicated Deputy Title IX Coordinator for Support and Resources who will be responsible for receiving, coordinating, and monitoring implementation of support and resources for all community members impacted by sex discrimination and reports of sex discrimination. While this report has identified many problems, we would be remiss in not pointing out again that Susan Bareis was unanimously praised by members of the University community for the amazing support and resources she has provided. We believe she would be ideal for this position with appropriate support staff.

This position should be removed from the informal or formal process for resolving reports and instead be geared solely to ensuring that impacted individuals receive the full range of supportive measures offered by the University. These resources may include counseling, extensions of time or other course-related adjustments, modifications of work or class schedules, campus escort services, restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar accommodations. Part of this Deputy Coordinator's role should include ensuring all such resources are provided equitably as appropriate for each particular circumstance, and that determinations with respect to supportive measures are documented appropriately. In addition, the Deputy Coordinator should work closely with other University offices to facilitate delivery of support services.

- 4. The Title IX Coordinator Reporting Line Must Change.** The Title IX Coordinator's current reporting line to the Office of General Counsel is rife with conflict of interest concerns. Because of the myriad legal requirements associated with Title IX, the Title IX Coordinator should certainly confer with institutional counsel as necessary. However, the Title IX Coordinator should not directly report to the Office of General Counsel. In at least the short term, we recommend that the Title IX Coordinator immediately begin reporting directly to the University President. Consistent with best practices and the organizational structure of institutional peers, we also recommend that the University consider creating an "Office of Civil Rights" or "Office of Institutional Equity" which would be tasked with processing community reports of all University discrimination claims (*i.e.*, Title IX claims as well as claims involving Title VII and the Americans with Disabilities Act) and be overseen by an appropriately qualified senior member of the University leadership. There are various models for this at peer institutions and we are happy to share additional information regarding those models.

5. **Implement Internal Monitoring and Quarterly and Annual Reporting.** To ensure effective monitoring of the Title IX Office on a go-forward basis and to promote accountability to the campus community, we recommend the University commit to quarterly and annual reporting from the Title IX Office. On a quarterly basis, we recommend the Title IX Coordinator prepare a report to the President regarding the following:

- Office staffing and delegation of responsibilities;
- Statistical information, including the number of reports received by the office; the number of Formal Complainants received by the office; the status of current cases; and the number of cases resolved by the office and the category of resolution; and
- An update on training that has been provided or coordinated by the Title IX Office.

In addition, we recommend the Title IX Coordinator prepare an annual report that will be shared with the campus community with similar information regarding Title IX Office staff, trainings provided to the community and statistical information regarding Title IX case processing. Given the University's expressed desire to begin to demonstrate immediate improvements in the University's response to issues of sexual misconduct, we recommend the University release a semi-annual and annual report for 2021 and 2022, publishing reports from the Title IX office on **September 1, 2021** and **March 1, 2022**.

6. **Recordkeeping Must Be Improved.** The Title IX Office must develop a comprehensive recordkeeping system which, among other things, monitors reports of discrimination and whether interim and final sanctions are complied with. The University's use of case management software such as Maxient and/or Ethics Point is helpful in this regard—so long as all employees tasked with documenting incidents and communications are trained appropriately on the University's system and reporting guidelines. This may seem picayune, but our review above illustrates some of the many significant ways Title IX matters can be handled inappropriately because there is inadequate recordkeeping. A case manager is often used at peer institutions to do this work.

In addition, when discretionary decisions are made—*e.g.*, decisions about whether to honor a request not to proceed with a Title IX investigation—there should be a detailed explanation for how the University arrived at its decision.

Again, while this review was limited to Title IX, a similar process should be employed regarding whether an incident warrants a Clery Timely Warning. Regarding Timely Warnings, we recommend providing an addendum to an incident report involving a Clery crime reflecting the explanation as to why an alert was not issued in a particular situation.

7. **Targeted Training for Athletics.** Thoughtfully understanding problems is an essential part of fixing them. In this instance, there have been various public concerns expressed that athletes accused of Title IX violations have been the beneficiaries of favoritism by the Title IX Office. In reality, the problems identified throughout this report have arisen in a variety of different contexts and departments. While there are unique problems in Athletics (in particular around reporting), the suggestion that LSU student athletes in the Title IX process are getting special treatment is simply not supported by what we have learned in

this review. There is also no evidence that anyone in a leadership position within the University has put any sort of pressure on the Title IX Office or otherwise to reach conclusions favorable to prominent student athletes.

With all of that said, as mentioned above, the Athletics Department needs clarity from leadership (and training) about roles and expectations. The process whereby one person in Athletics serves as the gatekeeper of discrimination reports (and whether they get to the Title IX Coordinator) **must end immediately**. This process has served no one well.

All Athletics employees must be clearly instructed that they are required to make reports of sex discrimination directly to the Title IX Coordinator. This also needs to be made clear annually in training overseen by the University's Title IX Office. It is also imperative that new Athletics staff—upon hiring—be provided with training on institutional expectations in this regard.

In addition, the football team, in particular, is long overdue for training targeted to their players with a goal of minimizing incidence rate. This training should be coordinated with the University's Title IX Coordinator and we highly recommend the University develop a contractual arrangement with Baton Rouge's Sexual Trauma & Response organization to facilitate this training.

8. **Mandatory Reporting Obligations Must Be Clear.** The University's mandatory reporting deficiencies are not unique to Athletics and should be addressed immediately. For years now, the University has been told that it needs to clarify its policies and training regarding who is a mandatory reporter for purposes of Title IX and how those reporters satisfy their mandatory reporting obligations. There has been a remarkable lack of leadership on this. While our review was focused on Title IX issues, we have similar concerns for employee mandatory reporting obligations created by the Clery Act.

Additionally, there is no guidance on what the consequences of failing to make a required report are. All of this needs to be remedied immediately. To that end, we make the following recommendations: (a) the University should immediately clarify in institutional policy the employees who are required to make mandatory reports both under Title IX and pursuant to the Clery Act; (b) that policy should stress who the reports must be made to and outline how to satisfy reporting obligations; and (c) the policy should make clear the consequences to employees for failing to make a report.

Regarding the latter, Texas recently enacted legislation which required employees to make reports of sex discrimination to the Title IX Coordinator.²³³ That law also required institutions to terminate any employee who fails to make a report. Whether that is wise policy remains to be seen. With that said, the University should make clear that a failure to report is a serious offense which warrants a serious sanction and should at least consider whether it should always warrant termination as is the case in Texas. The University can consider articulating specific exacerbating or mitigating factors to aid in this analysis.

²³³ See Tex. Edu. Code § 51.252.

While updating the policy is a start, this mandatory reporting obligation needs to be stressed in a training program for all employees. Additionally, all covered employees should be required to acknowledge they are aware of their mandatory reporting obligations. This training should also be included in employee orientation sessions.

Finally, the University should also create an easy-to-use and easy-to-locate webpage to facilitate employee mandatory reports. Website updates should also be considered for students, as our review of case files and conversations with community members made clear that neither students nor employees had clarity regarding the “best” or most direct way to make a report to the Title IX Office.

Regarding Campus Security Authorities under the Clery Act, while we did not conduct an Clery audit, we have the following observations. LSU’s Annual Security Report does not include a definition of a CSA or a list of the CSAs. LSU should compile a comprehensive list of CSAs so that the University can ensure those on campus with that status understand their role and obligations. The list of CSAs should include identified CSAs at all of the nine campuses. Without clear information about individuals designated as CSAs, it is difficult to assess whether such individuals are being well trained. Training CSAs is not complicated, but it is essential so that CSAs know what their role is with regard to campus security. Beyond designating CSAs and training them, the University should establish an internal system for connecting with CSAs on a somewhat regular basis (*i.e.*, beginning of academic year and beginning of each calendar year) to remind them of their obligations and give them an opportunity to report any information they have received about criminal activity but have not yet reported.

9. **Finalize the LSUPD MOU.** As discussed at length in Section II of this report, LSUPD should finalize its MOU with the Title IX Office as soon as possible.
10. **Title IX Personnel Must Get Specialized Training on Dating and Domestic Violence.** Dating and domestic violence cases are exceptionally challenging. The Trump Title IX Regulations further complicate the handling of these cases. It is essential that employees tasked with resolving these reports (including third-party providers) be required to obtain biannual training on the unique issues raised by interpersonal violence cases. Again, we highly recommend the University develop a contractual arrangement with Baton Rouge’s Sexual Trauma Awareness & Response organization to facilitate this training.²³⁴ We have also had positive experiences with The One Love Foundation.
11. **Accountability is Critical.** As demonstrated in this report, the University has been provided with recommendations for years about Title IX which have never been implemented. For any of the recommendations made by Husch Blackwell that the University accepts, clear deadlines should be established by the leadership of the University for implementing those recommendations and those deadlines should be made public on a website so that the public can monitor progress and leadership can be held accountable for whether they are honoring their commitments.

²³⁴ See <https://star.ngo/>.

12. **Special Care is Warranted for Cases Involving Athletes.** As indicated at the beginning of this report, the vast majority of sexual assault on campuses around the country is never reported. When reports are made and involve prominent campus athletes, it is also quite common for reporters to be reluctant to participate in University disciplinary processes and potentially face the wrath of sports fans. We have seen this phenomenon several times in our file reviews here. This is a deeply entrenched cultural problem and it presents a remarkable challenge, a challenge again arguably made more complicated by the Trump Title IX Regulations. One way to confront it is to bring the sex assault incidence rate down and we are hopeful that our training and reporting recommendations will assist in that regard. We also believe a robust bystander intervention program which has genuine buy-in from the leadership of the Athletics Department and active participation by prominent student athletes will assist. We are also optimistic that a robust and coordinated effort to provide resources and support to reporters coupled with an appropriate tone at the top from the leadership of the Athletics Department will be helpful. With all of that said, this is an exceptionally complicated challenge and one the Title IX Coordinator and the leadership of the University should be monitoring on a regular basis.
13. **Develop and Implement Alternative Resolution Options and Restorative Justice for Sex Discrimination Matters.** There was clear consensus in our community interviews that students wanted as robust an offering of alternatives to investigation/adjudication as possible for dealing with sex discrimination complaints. This consensus is in line with developing best practices. We recommend that such alternative resolution processes be offered and formalized to the extent practicable in the University's sex discrimination policies. Of course, it is essential to recognize that alternative resolution will not be appropriate in all cases (*e.g.*, when such resolution will not adequately protect the safety of the individuals involved and/or the University community) and we recommend that the policy provide a process for the Title IX Coordinator to assess when alternative resolution would be inappropriate.

We are especially optimistic about the benefits of restorative justice in this space. In particular, we believe restorative processes would be especially worthwhile in (1) the context of informal or alternative resolution of cases that do not present imminent safety concerns for the harmed individual or the community; (2) reintegrating and rebuilding trust in situations when individuals are found responsible for violating University policies but are permitted to remain in or return to the campus community; and (3) in response to larger climate and bias issues and community building.

14. **Implement Timelines for Resolutions and Options for Participants in Untimely Cases.** Throughout our review, it became clear that the resolution of many sex discrimination claims took an unreasonably long period of time. While we acknowledge that many complaints of sex discrimination can be complicated, we recommend that a reasonable and presumptively appropriate timeline be memorialized in institutional policy as soon as possible. We recommend that the timeframe can be extended for good cause (*e.g.*, to ensure the integrity and completeness of an investigation; comply with a request by law enforcement for temporary delay to gather evidence; provide reasonable accommodations for availability of key witnesses; etc.).

In addition, in the event a Title IX matter is not being handled in a timely manner, we recommend the University provide participants with an opportunity to complain directly to a member of the University's leadership team who, in appropriate circumstances, will be empowered to direct additional resources to the investigation to ensure that it is conducted as promptly as possible.

15. **Thoughtfully Consider Presumptively Appropriate Sanctions.** One of the concerns identified throughout this review is whether community members who are found responsible for sexual misconduct are being sanctioned in a manner consistent with the seriousness of the offense. Throughout our community interviews, there was a clear consensus that the University's current sanctioning guidelines were too lenient. As we noted throughout our review, there were a number of cases where we believed the sanctions meted out by the University were not sufficiently serious. At some peer institutions, detailed sanctioning matrices have been developed for sex misconduct cases. Others have opted for presumptively appropriate sanctions with expulsion or termination the presumptively appropriate sanction for certain serious infractions. We recommend that the University reconsider its sanctioning guidelines. To that end, we recommend that the University initiate a task force consisting of employee and student leaders to assess whether the University's current approach to sanctions is in line with peer institutions and, more importantly, consistent with the professed values of the University.
16. **The University Needs a New Centralized Website to Increase Understanding and Simplify Process.** Students and employees described the University's Title IX website and related pages as exceptionally difficult to navigate. We agree. Our review of the website found that University policies, procedures, and resources are available, but not easy to navigate. Research has shown that efforts to "increase the accessibility of policies, links, and Title IX coordinator information, along with campus climate surveys (by making these public surveys) and training of the university communities" helps build trust in the University's handling of these sensitive matters and results in increased reporting. Accordingly, we also recommend that the University create a new "Title IX" or "Interpersonal Violence Prevention and Response" webpage as soon as possible. There are several high-quality webpages at other universities which can serve as templates, including the University of Rhode Island's "Sexual Violence Prevention and Response" page and the University of Oregon's "Help for Survivors" page.
17. **Regularly Measure Climate and Effectiveness.** All of the changes recommended above are designed with three broad goals in mind:
 - (a) improve the institutional response to reports of sex discrimination from the perspective of reporters, respondents, and other impacted third parties;
 - (b) create a climate where subjects of sex discrimination feel supported and are aware of the full range of university options and resources; and
 - (c) improve the University's overall climate around sex discrimination.

We are hopeful that these recommendations will assist in accomplishing these goals. With that said, we think it is critically important for the University to regularly measure whether these interventions are succeeding as well as the overall effectiveness of the University's comprehensive Title IX program.

To that end, the training recommended above should not be done for its own sake or to "check a compliance box." Rather, the recommended training and other training and prevention programs ultimately created by the University should always be intentional. For each program, there should be:

- a preliminary assessment of needs (i.e., what are the knowledge deficits that are being addressed or the attitudes which the training is trying to change);
- clear training goals;
- an opportunity for participant feedback geared to assessing whether training goals are being met; and
- a regular process for reviewing participant feedback, assessing what worked and what did not work, and making necessary adjustments.

In terms of measuring broader institutional goals, we recommend the university evaluate progress in an annual, ongoing longitudinal campus climate survey which measures at least the following items:

- prevalence of campus sex discrimination;
- community perceptions about institutional response to sex discrimination generally; and
- community and participant perceptions about the effectiveness of the University's incident resolution processes.

This may help the University gauge the prevalence of all forms of sexual misconduct affecting its community. It may also shed light on the campus community's perception about institutional efforts to combat sexual misconduct and the extent of the community's knowledge about institutional resources and policies.

We recommend that this report be made public and posted prominently on the University's website.

18. The Rules Must Apply to Everyone. One of the witnesses we spoke with penned a thoughtful column titled "LSU has good sexual misconduct policies. It needs to follow them."²³⁵ For reasons we discussed above, we actually have concerns with many aspects of the University's previous policies. Quibbles aside, the broader point is a good one: the University needs to ensure that its Title IX policies and processes are followed and apply equally to everyone. The "work arounds" employed by the University to try to control narratives or "protect the brand" have served the University community poorly. When

²³⁵ <https://lailluminator.com/2020/11/20/guest-column-lsu-has-good-sexual-misconduct-policies-it-needs-to-follow-them/>

community members learn about sex discrimination, reports need to be made to the Title IX Office. When reports are made, they need to be handed pursuant to institutional policy no matter the status of the parties or complicated the situation. The unintended negative consequences and spillover impacts of failing to “play it straight” are considerable.

This is a detailed report and we have tried to cover considerable territory. Of course, there may nevertheless be issues or outstanding questions we have missed. In the event you would like us to address a specific question, please let us know.

We are grateful for the opportunity to have worked with LSU on this important project and are hopeful that this review will make a difference in the lives of LSU students and employees.

Exhibit A
PM-73



Louisiana State University System

3810 West Lakeshore Drive
Bacon Rouge, Louisiana 70808

Office of the President

225 1578-2111
225/578-5524 fax

Permanent Memorandum No. 73 (PM-73)

Effective June 18, 2014

F. King Alexander, President

1

TITLE IX AND SEXUAL MISCONDUCT POLICY

TITLE IX AND SEXUAL MISCONDUCT

In accordance with Title IX and other applicable law, Louisiana State University ("LSU") is committed to providing a learning, working, and living environment that promotes integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex and sexual misconduct which includes sex discrimination, sexual harassment, dating violence, domestic violence, sexual assault, stalking and retaliation. LSU prohibits sex discrimination and sexual misconduct. This policy applies to all persons without regard to sexual orientation, gender identity and/or gender expression.

Sex discrimination and sexual misconduct violate an individual's fundamental rights and personal dignity. LSU considers sex discrimination and sexual misconduct in all of its forms to be serious offenses. This policy has been developed to reaffirm these principles and to provide recourse for individuals whose rights have been violated. This policy establishes a mechanism for determining when rights have been violated in employment, student life, campus support services, LSU programs and/or an academic environment.

Nondiscrimination Notice

LSU does not discriminate on the basis of race, creed, color, marital status, sexual orientation, gender identity, gender expression, religion, sex, national origin, age, mental or physical disability, or veteran's status in its programs and activities and provides equal access to its

programs and activities. Inquiries regarding the non-discrimination policy should be directed to the individual or individuals designated in each campus' applicable policy.

I. JURISDICTION

A. This policy shall apply to conduct that occurs on an LSU campus, at LSU sponsored activities, and/or when the Student or Employee is representing LSU. LSU shall have discretion to extend jurisdiction over conduct that occurs off campus when the conduct adversely and significantly affects the learning environment or LSU community and would be a violation of this policy and/or any applicable campus policy or code of conduct, if the conduct had occurred on campus. In determining whether or not to extend jurisdiction, LSU may consider, among other factors, its ability to gather information and effect a resolution. LSU may extend jurisdiction (over off-campus conduct) if the alleged conduct by the student or employee:

- 1.** Involved violence or produced a reasonable fear of physical harm; and/or
- 2.** Involved any other members of the LSU community or any academic work, records, documents, or property of LSU.

B. Each Student shall be responsible for his/her conduct from the time of acceptance for admission through the actual awarding of a degree.

C. Employees are responsible for their conduct during work hours, on campus, at LSU-sponsored activities, and/or when the employee is representing LSU, or when their conduct would adversely affect LSU's image, regardless of whether such conduct occurs on-campus or off-campus.

D. This policy also applies to any person who is both a student and an employee at LSU, arising out of, or in connection with, conduct in either or both of those capacities. Any violation of this policy may subject such person to disciplinary action, as applicable, in either or both of those capacities.

II. DEFINITIONS

"Advisor of Choice" A Student or Employee has the right to have one Advisor of his/her choice present during any meeting conducted under this policy. The Advisor may not have personal involvement regarding any facts or circumstances of the alleged misconduct. The Advisor's only function shall be to assist and/or consult with the Student or Employee. The Advisor may not act as a spokesperson. The Advisor may be an attorney but participation shall be limited, as stated above.

"Consent" means the affirmative and voluntary agreement to engage in a specific sexual activity during a sexual encounter. Consent cannot be given by any individual who is mentally or physically incapacitated, either through the effect of drugs or alcohol or for any other reason; or under duress, threat, coercion, or force; or inferred under circumstances in which consent is not clear, including but not limited to the absence of "no" or "stop", or the existence of prior or current relationship or sexual activity.

"Dating Violence" includes violence committed by a person who is or has been in a relationship of a romantic or intimate nature with the victim: (1) The existence of such a relationship shall be determined based on the report and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. (2) For the purpose of this definition dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence. (3) For the purposes of complying with Title 34 CFR 668.41, of the federal register and pertaining to the annual security report under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

"Domestic Violence" includes (1) A felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred. (2) For the purposes of complying with Title 34 CFR 668.41, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

"Hostile Environment" includes conduct of a sexual nature that is sufficiently severe, persistent, or pervasive to limit a student's or employee's ability to participate in or benefit from the education program or from one's employment, or to create a hostile or abusive educational or work environment.

"Incapacitation" includes a person's inability to provide consent due to the use of drugs or alcohol, when the person is asleep or unconscious, or because of an intellectual or other disability that prevents the student or employee from having the capacity to give consent.

"Responding Person" includes any student or employee against whom a complaint under this policy has been made for an alleged violation of this policy.

"Responsible Party" includes any employee: who has the authority to take action to redress sexual violence or who has been given the duty of reporting incidents of sexual violence or any other misconduct by students or employees to the Title IX coordinator or other appropriate school designee; or whom a student or employee could reasonably believe has this authority or duty; or any student employees.

"Sexual assault" is any type of sexual contact or behavior that occurs without the explicit consent of the recipient. Sexual assault includes sexual activities as forced sexual intercourse, forcible sodomy, child molestation, incest, fondling, attempted rape, and includes sexual acts against people who are unable to consent either due to age or incapacitation.

"Sex Discrimination" includes behaviors and actions that deny or limit a person's ability to benefit from, and/or fully participate in the educational programs, activities, and services because of a person's gender.

"Sexual Harassment" includes unwelcome sexual advances, intimidation, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: {1} submission to such conduct is made either explicitly or implicitly a term or condition of employment, academic status, receipt of university services, participation in university activities and programs, or affects the measure of a student's academic performance; or, (2) submission to or rejection of such conduct is used as the basis for a decision affecting employment, academic status, receipt of services, participation in university activities and programs, or the measure of a student's academic performance; or, {3} such conduct has the purpose or effect of unreasonably interfering with employment, academic performance and is severe, persistent, or pervasive and/or creates an intimidating, hostile, or offensive work or educational environment .

"Sexual Misconduct" includes any sexual act or contact of a sexual nature that occurs, regardless of personal relationship, without the consent of the other person(s), or that occurs when the person(s) is unable to give consent or whose consent is coerced or obtained in a fraudulent manner. Sexual misconduct includes, but is not limited to, unwanted sexual contact with an object without consent and/or by force, video voyeurism, violence of a sexual nature, sexual abuse, non-consensual sexual intercourse, sexual exploitation, sexual assault, and obtaining, posting, or disclosure of intimate descriptions, photos or videos without express consent of the other person(s).

"Stalking" includes: {1} Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress. (2) For the purpose of this definition course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes,

conducts surveillance, threatens, or communicates to or about, a person, or interferes with a person's property. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim.

III. TITLE IX COORDINATORS

The President shall designate the LSU Title IX Coordinator who shall be responsible for the implementation, enforcement, and coordination of Title IX for LSU. The Chancellor of each Campus shall designate a Campus Title IX Coordinator with designated responsibilities to oversee on-campus Title IX compliance.

The President also shall designate a Deputy Title IX Coordinator for Athletics. In consultation with the Chancellors and Athletic Directors for each campus, this individual will monitor sports equity, including offerings, participation, and scholarships on all campuses for compliance with Title IX. Any investigations or complaints involving student athletes or Athletics personnel (other than those involving sports equity) shall be handled and/or investigated by the LSU Title IX Coordinator and/or the Campus Title IX Coordinators, or their designee, as appropriate under the circumstances and in accordance with this Policy.

IV. INITIATION OF COMPLAINTS

A. Application

This policy applies to all campuses and other administrative units. These procedures may be supplemented by more specific campus procedures that are consistent with this Policy and PM-55.

B. Complaints

Any student or employee who believes that he or she has been subjected to discrimination, harassment or sexual misconduct or any other violation of this policy has a right to report the conduct to the Campus Title IX Coordinator or to any other responsible party which includes: the campus administrator with responsibility for human resource management, student conduct or the department head of the relevant academic department. Persons who may have experienced criminal sexual misconduct are strongly encouraged to report the offense to campus police or local law enforcement, as well as to the Campus Title IX Coordinator or the persons named above. To the extent possible, the complainant and those who receive the complaint should preserve evidence

and not disturb the potential crime scene. The complainant, however, has the legal right not to provide a statement to campus police or law enforcement.

C. Notification of Complaints

Any person who receives a complaint under this policy *shall* promptly notify the Campus Title IX Coordinator, who shall be responsible for notifying LSU Title IX Coordinator and any campus administrators, who may be involved in the resolution process. Any supervisor, who witnesses or receives a report or complaint, *shall* notify the Campus Title IX Coordinator.

D. Interim Measures

At any time after becoming aware of a complaint, the Title IX Coordinator may recommend that interim protections or remedies for the parties involved or witnesses be provided by appropriate LSU officials. These protections or remedies for the parties involved or witnesses will be provided by appropriate University officials. Remedies may include separating the parties, placing limitations on contact between the parties, interim suspension, or making alternative workplace, classroom, course scheduling, dining, or student housing arrangements.

E. Confidentiality

All parties involved in a complaint, any investigation, and/or resolution, including witnesses, shall keep information concerning the complaint private and shall be notified of this obligation. Only individuals employed as mental health counselors, victim's advocates and university chaplains can guarantee confidentiality. LSU may be required to divulge information on a need-to-know basis in order to properly address the complaint or pursuant to subpoena, or other court or administrative order, or as may be required by applicable law. Violations of confidentiality, if identified and confirmed, may result in disciplinary or corrective action.

V. PROCESSING OF COMPLAINT

A. Initial Review

The Campus Title IX Coordinator shall conduct or supervise the initial review of the complaint, with such assistance, as needed and/or appropriate under the circumstances, from other campus administrators with responsibilities relevant to the nature of the complaint. A responding or complaining student or employee has the right to one advisor of choice at any stage of this process. The initial review of the complaint shall be concluded as quickly as possible, within a

reasonable amount of time required to complete the review in a manner that is adequate, reliable, and impartial.

To ensure a prompt and thorough initial review, the complainant should provide as much of the following information as possible. A complaint may be submitted anonymously or by an individual who is not a party to the alleged violation. This may, but is not required to be, provided in writing:

- The name, organization, department, and position of the person or persons allegedly violating this Policy;
- A description of the incident(s), including the date(s), location(s), and the presence of any witness(es);
- If the complainant is an employee, the alleged effect of the incident(s) on the complainant's position, salary, benefits, promotional opportunities, or other terms or conditions of employment;
- The name(s) of other student(s) or employee(s) who might have been subject to the same or similar conduct; and/or
- Any other information the complainant believes to be relevant to the alleged sexual misconduct, discrimination, harassment, or retaliation.

B. Resolution Procedures

The University has both an informal and formal resolution procedure for alleged violations of this policy. Both procedures will be implemented by individuals who have received training on issues related to sex discrimination and sexual misconduct. The complainant and the responding student or employee has the right to one advisor of choice at any stage of the Informal Resolution or Formal Resolution processes.

As set forth below, an informal resolution procedure is available under certain circumstances. After the initial review or a full investigation, if the investigator finds that reasonable cause exists to believe that this Policy has been violated, the Campus Title IX Coordinator or designee will determine whether the informal resolution procedure is appropriate. If it is not appropriate, a full investigation is required.

If the Campus Title IX Coordinator or designee determines that informal resolution is appropriate, the complainant and responding person shall be advised of the informal resolution procedure. If both consent in writing, the informal resolution procedure will be followed, without further investigation, unless and until informal resolution is unsuccessful.

A determination that there is not reasonable cause to believe that this Policy has been violated can be made only after full investigation. Such determination is subject to the approval of the Campus Title IX Coordinator or designee. In such case, the complainant, by written request, may have that determination reviewed by the LSU Title IX Coordinator, whose decision shall be final.

1. Informal Resolution

The use of the informal resolution procedure is optional and must be agreed upon by all parties involved. The formal procedure will be followed: if any of the persons involved in the complaint do not wish to engage in the informal procedure; if the Campus Title IX Coordinator deems the informal procedure inappropriate for the alleged offense; or, if an attempt to utilize the informal procedure has been unsuccessful. Informal procedures are not appropriate for, or applied in, cases involving violence or non-consensual sexual intercourse. Information obtained regarding the complaint will be treated as private as possible, with only those with a need to know being informed of the complaint. Both informal and formal resolution procedures will utilize a preponderance of the evidence standard, throughout the process, with respect to determinations as to whether, or not, there has been a violation of this Policy.

An attempt to informally resolve the complaint shall be made or supervised by the Campus Title IX Coordinator and should be concluded within sixty (60) calendar days of the decision to pursue informal resolution. Such informal resolution can include meeting with each party to the complaint; review of any initial findings; recommending reassignment, separation or monitoring of the parties; a mediated or facilitated meeting with the parties (however, no complainant shall ever be required to meet with the responding person in an informal resolution); and any other actions deemed appropriate by the parties and LSU. Any further inquiry or review deemed necessary should be concluded in that same period. Once the informal resolution procedure is complete, written notification of the proposed resolution shall be given to all parties. Any party dissatisfied with the outcome of the informal resolution procedure has the right to make a written request, within fifteen (15) calendar days of written notification of the proposed resolution, to the office of the Campus Title IX Coordinator, that the formal resolution procedure, set forth below, be pursued.

2. Formal Resolution: If any party is unsatisfied with the outcome of the informal resolution process or if LSU, the accused, and/or the complainant have not consented to and/or determined that informal resolution is inappropriate or insufficient, the formal procedure will be utilized.

In such cases, at the recommendation of the Campus Title IX Coordinator and after an initial review, a trained investigator will conduct a full investigation into the facts and circumstances of the complaint. The investigation may include in-person interviews with all parties involved and interviews of any direct witnesses. Both parties will be given the opportunity to identify

witnesses to be interviewed. The investigator may also collect and review any documents or other relevant information to include but not limited to photographs, video recordings, or other social media. All parties to the complaint will be provided written notice regarding the details of the alleged violation of this Policy prior to the initiation of the full investigation. All parties will have an opportunity to identify pertinent evidence to be considered by the investigator. The investigator will present a written investigative summary, based on a preponderance of the evidence standard, and will submit the summary to the Campus Title IX Coordinator and the LSU Title IX Coordinator, who will notify the appropriate Campus offices. Any such investigation shall be conducted by the Campus Title IX Coordinator or a trained person, authorized and assigned as an investigator by the Campus Title IX Coordinator, including, but not limited to, trained employees from human resource management department or the ,student services or student life department, or other qualified University employees.

The complainant and the individual who is the subject of the complaint will be notified in writing of the results of the investigation. Information obtained regarding the complaint will be treated as confidentially as possible (as set forth herein) with only those with a legitimate educational interest being informed of the complaint and the outcome of the investigation.

The formal procedure will consist of a formal review of all allegations presented by the complainant and the results of any investigation. Each Campus shall adopt procedures for Formal Resolution of complaints of violation of this Policy that afford both the complainant and the responding person due process. The Campus procedures for resolution of such complaints shall be subject to review and approval by the LSU Title IX Coordinator.

C. RESOLUTION/DISCIPLINARY ACTION

LSU will take appropriate action against any person found to be in violation of this policy. (Note: violations of this policy may subject an individual to civil or criminal liability under the state or federal law).

When an employee is deemed to have violated this policy, the Campus Title IX Coordinator and Human Resource Management will jointly determine the appropriate disciplinary action, or recommendation for disciplinary action, up to and including dismissal, in accordance with applicable laws, rules, and/or LSU policies.

For violations involving students, except when acting in the capacity of an employee, the appropriate campus office for student services or student life will determine the appropriate action, pursuant to any applicable code of student conduct and/or policy/policies governing student conduct.

In addition, to the extent possible, LSU will interact with appropriate law enforcement or third parties to address the actions of non-students or non-employees.

Violations of this Policy may result in outcomes such as residential life contract cancellation, deferred suspension, suspension, expulsion, class only restriction and separation of employment (student).

D. COOPERATION WITH LAW ENFORCEMENT

LSU will comply with law enforcement requests for cooperation and such cooperation may require LSU to temporarily suspend the fact-finding aspect of a Title IX investigation while the law enforcement agency is in the process of gathering evidence. LSU will promptly resume its Title IX investigation as soon as notified by law enforcement that it has completed the evidence gathering process. LSU may provide up to 10 calendar days to allow for the law enforcement agency criminal process/investigation to unfold prior to resuming the fact-finding aspect of the Title IX investigation.

The University will implement appropriate interim steps/remedies during the law enforcement agency's investigation to provide for the safety of the complainant and the campus community and the avoidance of retaliation.

E. RETALIATION

Retaliation against a person who has been subjected to sexual discrimination or sexual misconduct, or against one, who in good faith brings a complaint of sexual discrimination or sexual misconduct or who, in good faith, participates in the investigation of a sexual discrimination or sexual misconduct complaint, is prohibited and shall be a violation of this policy and shall constitute misconduct subject to disciplinary or other action, as described above. LSU will take steps to prevent recurrence and remedy the effects of any violation of this Policy.

F. RECORD KEEPING

Records will be kept in accordance with Louisiana law and federal law. For students, records will be kept for 7 (seven) years, except in cases of suspension and expulsion, which records shall be permanent. Employment actions in violation of this policy will be filed in the employee/s' respective Employee Relations file.

G. OTHER ASSISTANCE

Campuses and the communities in which they are located can provide other assistance to persons impacted by a violation of this policy. Each campus will develop and maintain a list of departments, programs/services, or community-based agencies offering assistance to students and employees concerning issues related to this policy.

H. PREVENTION PROGRAMS

Campuses and the communities in which they are located regularly offer educational programs and prevention programs designed to inform the campus or community on the negative impact of sexual violence. Each campus will develop and maintain a list of educational programs, prevention programs, and other events designed to reduce the incidence of sexual violence on campus or within the community. Each campus should identify and include a bystander intervention program and programs addressing issue related to this policy.

I. RELATED POLICIES

To the extent other LSU or campus-based policies may conflict with this policy, the provisions of this policy shall supersede and govern.

Exhibit B
Audit - Oversight and Prevention
of Sexual Misconduct

EXECUTIVE SUMMARY

Internal Audit completed a multi-campus audit of sexual misconduct from the Board-approved Fiscal Year 2017 Audit Plan. This report provides an evaluation of controls to educate the campus community, investigate allegations, and assign responsibility for ensuring compliance with Title IX obligations. Title IX of the Education Amendments of 1972 applies to institutions receiving federal financial assistance from the U.S. Department of Education and was enacted to protect against discrimination based on sex in educational programs or activities. Some key areas that recipients have Title IX obligations are recruitment, admissions, counseling, financial assistance, athletics, sex-based harassment, discipline, pregnant or parenting students, and employment.

We focused on sexual misconduct, based on risk. Testing was conducted at campuses with students present since most of the key areas of the law are designed to ensure equal rights and access for students. The scope included activities between June 1, 2015 and December 31, 2016. Based on testing performed, we have the following recommendations for LSU Administration:

1. Verify that the job responsibilities of Title IX Campus Coordinators do not create the appearance of bias.
2. Implement a standard mechanism to consistently record complaints of potential PM-73 violations and track their disposition.
3. Ensure confidential advisors have been clearly identified and all employees understand the applicability for exceptions to sexual misconduct reporting obligations.
4. Obtain guidance from the Louisiana Attorney General to determine if LA-RS 46:1844 applies to internal disclosures of sexual assault victims' identities for Title IX compliance efforts.
5. Present a memorandum of understanding to local law enforcement in the New Orleans area regarding sexual violence incidents involving HSCNO students or employees.
6. Reinstitute the Ombud's Office, making it available to both students and employees, and heightening awareness regarding its functionality and availability.
7. Make training available to all students and consider providing targeted training to groups more likely to become aware of violations. Explore learning management systems or other methods to efficiently monitor employee compliance with required annual training.
8. Remove or amend conflicting policies; ensure the non-discrimination notice is updated and included in all required publications; and, verify contact information for Title IX Campus Coordinators is complete and easily located.
9. Evaluate PM-73 to determine whether revisions are necessary to reflect suggested guidelines and consider addressing, in policy, romantic or dating relationships between employees and students when some level of authority is exercised.

Management agreed with these recommendations and is in the process of implementing the corrective action plans included in Appendix A. We appreciate the assistance provided by legal counsel, campus Title IX Coordinators, investigators, and administrative personnel during the engagement.

SCOPE AND OBJECTIVES

The scope of this audit included the following LSU campuses: Agricultural Center (AgCtr), Eunice (LSUE), A&M Baton Rouge (LSU A&M), Alexandria (LSUA), Shreveport (LSUS), and the Health Sciences Centers in New Orleans (HSCNO) and Shreveport (HSCS). The Health Care Services Division and Pennington Biomedical Research Center were excluded from our scope since they have no responsibility for and minimal interaction with students, who are the primary focus of the regulation. We also limited the scope of testing to sexual misconduct based on risk; therefore, we excluded gender equity in sports, education for pregnant or parenting students, and equal access to courses or programs in the areas of science, technology, engineering, and math (STEM). The audit focused on controls executed between July 1, 2015 and December 31, 2016.

Our primary objective was to determine compliance with applicable federal regulations and related guidance as well as ensuring institutional policy and procedures regarding sexual misconduct were effectively designed to mitigate the risks. We identified the following risks, which served as the basis for testing at each campus:

- University not responding appropriately to an incident of sexual misconduct
- Failure to conduct a timely, thorough investigation and support findings based on a preponderance of evidence
- Insufficient coordination with law enforcement regarding incidents of sexual misconduct involving University students and/or personnel
- Grievance procedures not designed to promote prompt and equitable processing of allegations and preventing retaliation
- Campus community not receiving adequate education and prevention resources
- Unsatisfactory documentation tracking the process and disposition of allegations

Testing included the following:

Training/Awareness – verified necessary training was provided to employees likely to witness or receive reports of sexual misconduct such as professors, administrators, resident advisors, coaching staff, and University Police. Evaluated campus awareness efforts such as links on the home page, postings in common areas (e.g. student union), and publications (e.g. applications or handbooks). Conducted interviews to assess understanding of reporting obligations.

Investigations/Adjudication – interviewed campus law enforcement and Title IX Campus Coordinators to determine how communication flows from each area. Reviewed a sample of sexual misconduct allegations to confirm all pertinent information was captured at the time of complaint, investigations were conducted independently, documentation was maintained to support the conclusion based upon evidentiary standards, and subsequent action was taken, as appropriate.

Title IX Coordinators – reviewed the roles and responsibilities of the Title IX Campus Coordinators to verify that they do not have conflicting responsibilities. Also reviewed mitigating controls such as adequacy of the appeals process.

Procedures that yielded issues are discussed in our recommendations to management. This internal audit activity was conducted in conformance with the International Standards for the Professional Practice of Internal Auditing set by the Institute of Internal Auditors.

BACKGROUND

The Office for Civil Rights (OCR) enforces Title IX of the 1972 Education Amendments to the Civil Rights Act which prohibits discrimination on the basis of sex at institutions that receive federal financial assistance from the U.S. Department of Education. Title IX provides legal protection against gender-based discrimination for both students and employees in all educational programs and activities including admissions, access to courses, counseling or guidance, housing, financial assistance, employment, and athletics.

Federal policy materials, implementation guidelines, OCR resolutions, and case law influence how Title IX laws are interpreted and applied. Recently, the focus has shifted to areas beyond gender equity. On April 4, 2011, OCR issued a “Dear Colleague Letter” discussing how sexual misconduct impacts an individual’s work and study environment. The letter also addressed the institutional responsibilities to investigate and respond to these types of incidents.

In 2014, LSU recognized that the University required additional controls related to those areas. As a result, the President issued Permanent Memorandum 73 (PM-73) – “Title IX and Sexual Misconduct Policy,” which applies to all LSU campuses. The University expanded their processes and established controls to prevent acts of sex-based discrimination or sexual misconduct and to take prompt, appropriate action to investigate and effectively discipline those found to have engaged in such conduct in a manner consistent with law and due process to prevent recurrence. This included hiring a central Title IX Coordinator to oversee the implementation, enforcement, and coordination of compliance efforts for all LSU campuses. In addition, each chancellor designated a Title IX Campus Coordinator.

Varying procedures and degrees of control exist at each campus. For example, during our audit we noted inconsistencies in mechanisms for reporting allegations, recordkeeping, investigation processes, who makes the final decision about whether a violation occurred, and how adjudication proceedings are conducted. Regarding athletics, LSU A&M requires student athletes and coaches to attend an annual comprehensive training session on Title IX provided by Dan Beebe Group Consulting (DBG).

DBG was also engaged by the Tiger Athletic Foundation (TAF) to complete an independent assessment of human relations risks applicable to LSU A&M athletics, including misconduct prevention policies and programs. Materials considered in their review were LSU permanent memoranda, policy statements, student policies, staff handbook, Athletic Department policies and procedures, student athlete handbook, team handbooks, and the LSU Ethics and Integrity Hotline. DBG issued a report on March 29, 2016; suggestions relevant to this audit were incorporated into our recommendations below.

FINDINGS AND RECOMMENDATIONS

Finding No. 1: Reporting and Investigating Misconduct

The following observations indicate controls may be insufficient to mitigate potential conflicts of interest with reporting and investigating allegations of sexual misconduct:

- Investigator/Coordinator:
 - The Title IX Campus Coordinator at HSCS reports to the campus General Counsel.
 - The HSCNO Title IX Campus Coordinator is the Vice Chancellor for Academic Affairs and Dean of the School of Graduate Studies. However, he essentially functions as the Dean of Students since he is responsible for making the final decision regarding disciplinary actions.
 - The LSUS Dean of Students has made informal decisions when the Title IX Campus Coordinator recused herself from an investigation.
- Lack of documentation to evidence that both the complainant (and respondent, where applicable) were provided with resources, informed of their right to pursue criminal action, and notified of the initiation of an investigation as well as the resulting outcome.
- No formal or consistent procedures for documenting complaints received and tracking their disposition.

OCR guidance does not specifically exclude particular employees from serving as Title IX Coordinators; however, they advise against designating employees whose other responsibilities may present a conflict such as a disciplinary board member, general counsel, Dean of Students, or Athletics Director. LSU's central Title IX Coordinator acts as final adjudicator for all campuses on decisions concerning whether an individual violated PM-73; however, this does not eliminate potential conflicts regarding the disciplinary action resulting from such violations.

Recommendation: Management should establish appropriate segregation of duties so that individuals designated as Title IX Campus Coordinators do not have additional job functions that would create the appearance of bias. Potential conflicts may be further mitigated by strengthening appeals procedures, including adding information about the process and related contacts when communicating the outcome of the investigation. DBG also suggests clarifying the process for conducting investigations, determining discipline/resolution, and hearing appeals as well as identify the campus officials or departments responsible for each.

Finally, management should implement a standard mechanism to record complaints received and track the disposition. This should allow for a method to document the date and method of delivery for the information or handouts that institutions are required to provide both the complainant and the respondent.

Finding No. 2: Obligations of Responsible Employees

Based on interviews and testing performed, it appears that additional procedures may be required to ensure “responsible employees” have been identified and understand their reporting obligations under Title IX. Related observations include the following:

- HSCNO: no allegations reported during the 18-month audit scope; a draft Memorandum of Understanding (MOU) has not been reported to local law enforcement; confidential advisors did not receive training related to their specific roles and responsibilities
- LSU-A: no allegations reported during the 18-month audit scope
- Confusion at multiple campuses regarding victim confidentiality when incidents are disclosed to an employee holding licenses that typically protect personal information
- Lack of coordination with LSU A&M police at due to interpretation of state statute

Institutions are required to take immediate and appropriate steps once they become aware of incidents of possible sexual misconduct. OCR deems a school to have notice if a responsible employee knew, or in the exercise of reasonable care should have known, about the misconduct. A “responsible employee” is one who has the authority to take action to redress sexual misconduct, who has been given the duty to report incidents of sexual misconduct to the Title IX Coordinator, or whom a student could reasonably believe has this authority or duty.

LSU’s training materials specify that **all** employees have a responsibility to report a potential incident within 24 hours with the exception of privileged individuals (confidential advisors, victim advocates, mental health counselors, and clergy). However, the exemption does not extend to employees who maintain professional licenses affording the privilege of confidentiality when those individuals are not engaged in employment with the University in a capacity offering such privilege. For example, a Psychologist who is a professor and becomes aware of potential sexual misconduct after presenting a lecture and a Psychologist who becomes aware while providing support services at the Student Health Center would have different reporting obligations.

OCR also recommends entering into a MOU with local law enforcement regarding protocol for referring allegations of sexual violence, sharing information, and conducting contemporaneous investigations. The MOU would be necessary since local law enforcement are not responsible employees of the University. LSU A&M Police Department (LSUPD) requires written consent from the victim before they will disclose information to the Title IX Campus Coordinator. The LSUPD Sexual Violence Confidentiality Notice and Waiver references Louisiana Revised Statute 46:1844, which prohibits publicly disclosing the identity of a victim who’s been subjected to a sexual crime.

However, it is unclear whether communicating this information to the Title IX Campus Coordinator would be considered public disclosure.

Recommendation: We recommend management ensure confidential advisors have been clearly identified and all employees understand the applicability for exceptions to sexual misconduct reporting obligations. In addition, management should obtain guidance from the Louisiana Attorney General or otherwise seek legal counsel to determine the applicability of LA-RS 46:1844 to internal disclosures of sexual assault victims’ identities related to Title IX compliance efforts. Finally, management should present a MOU to local law enforcement in the New Orleans area regarding sexual violence incidents involving HSCNO students or employees.

Finding No. 3: Education and Awareness

All campuses provided some Title IX training; however, we noted the following areas where training could be enhanced:

- Training is not available to students at LSUA
- Student training is only provided to freshmen at LSUS and HSCS
- Training at LSUE is only mandatory for students who are athletes, student workers, or living on campus
- Student training at LSU A&M does not contain suggested training content
- Training provided to LSU A&M employees is not monitored

Recommendation: Management should make training available to all students and confirm that it contains suggested content. Campuses should consider providing targeted training to groups more likely to become aware of potential Title IX incidents (e.g. athletics, band, Greek life, student organizations, and residential advisors). This may also include adding a clause to coaching contracts or student organization registration documents regarding compliance with reporting potential Title IX incidents to the Title IX Campus Coordinator. The University should also explore learning management systems or other methods to efficiently monitor employee compliance with required annual training. Additionally, DBG suggested reinstating the Ombud’s office as well as heightening awareness regarding the function of the office and availability to both students and employees.

Finding No. 4: Policies/Procedures and Publications

Policies, procedures, and publications related to Title IX are not sufficient to meet institutional obligations outlined by OCR. Our audit revealed the following issues, applicable to all campuses within the scope of review unless otherwise noted:

- The notice of non-discrimination was not included in all publications where such publication was required and/or did not contain the necessary elements
- Published contact information for Title IX Campus Coordinators is incomplete and/or not widely communicated (all campuses except LSU A&M)

- Campus Title IX websites were difficult to find through regular navigation or the use of keyword searches
- PM-73 meets the minimum requirements for grievance procedures but not all suggested areas are covered, such as conflicts of interest

The Department of Education requires institutions publish a notice of non-discrimination stating that they do not discriminate on the basis of sex in education programs or activities it operates, that they are required by Title IX not to discriminate in such a manner, and that questions may be referred to the Title IX Coordinator or to OCR. Notification must be distributed to applicants for admission or employment, students and parents or guardians, employees, and sources of referrals of applicants for admission or employment. The notice must be included in any bulletins, announcements, publications, catalogs, application forms, or recruitment materials. Additional statutes require issuing notices of non-discrimination; the elements from other regulations may be combined with Title IX to produce one collective notice. The notification must contain the name or title, address, phone number, and email of the Title IX Coordinator.

An assessment performed by DBG consultants revealed contradicting University employee and student policies and identified potential risks associated with unclear, inconsistent, or outdated reporting procedures and investigative processes. For example, PS-73 states that all complaints of sexual harassment must be reported to the Office of Human Resource Management, while PM-73 directs reporting to the Title IX Campus Coordinator or any other responsible person. Their report also identified the need to update the non-discrimination notice to reflect genetic information and color, as well as recommended policy language such as LSU’s right to utilize an outside third-party investigator. Finally, DBG recognized the challenges associated with romantic or dating relationships in a work, educational, or athletic environment; the University currently does not have policy or guidelines in this area.

Recommendation: Management should remove or amend conflicting policies, handbooks, web-based information, and other guidance documents; ensure the non-discrimination notice is updated and included in all required publications; display a link to the respective campus’ Title IX website on their homepage or other prominent location; and, verify contact information for Title IX Campus Coordinators is complete and easily located. In addition, management should evaluate PM-73 and determine whether revisions are necessary to reflect suggested guidelines. Management should also consider addressing, in policy, romantic or dating relationships between employees and students where the employee is in a position to exercise authority or supervision over the student.

Implementation of these recommendations will not only assist the University in complying with its obligations under Title IX, but will enhance community awareness and promote reporting of incidents of potential sexual misconduct.

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Chad Brackin, Chief Auditor

APPENDIX A –
MANAGEMENT'S RESPONSE



University Administration
Office of Legal Affairs and General Counsel

Management Response to Internal Audit Prevention of Sex Based Discrimination (Multi-Campus)

Finding Number 1 Recommendation: Management should verify that investigators have been assigned and trained at each of the LSU campuses. The University may benefit from a pool of central investigators with liaisons at each campus. This would reduce training costs since participation is voluntary in addition to an employee's regular duties, and there is high turnover.

Management should establish appropriate segregation of duties so that individuals designated as Title IX Coordinators do not have additional job functions that would create the appearance of bias. Potential conflicts may be further mitigated by strengthening appeals procedures, including adding information about the process and related contacts to the notice of investigation outcome. DBG also suggests clarifying the process for conducting investigations, determining discipline/resolution, and hearing appeals as well as the campus officials or departments responsible for each.

Finally, management should implement a standard mechanism to record complaints received and track the disposition. This should allow for a method to document the date and method of delivery for the information or handouts that institutions are required to provide both the complainant and the respondent.

Management agrees,

- A centralized investigation model is integral to the success of the campuses. Currently a search is underway for a Lead Title IX Investigator who will join the campus in Spring 2018.
Responsible Personnel: Title IX Coordinator
Implementation Date: April 1, 2018
- TIX Coordinator review all appointments of TIX Campus Coordinators and to create a job description for TIX Campus Coordinators.
Responsible Personnel: TIX Coordinator
Implementation Date: July 1, 2018

- A single electronic repository for TIX cases across all campuses is ideal. Due to the Student Data Modernization Project, full realization of the TIX e-file process may be delayed approximately two years.

During this delay, the TIX Coordinator will disseminate to all campuses a single cover sheet for use in all TIX cases. This shall include date of incident, date of notice received and other essential case information.

Responsible Personnel: TIX Coordinator

Implementation Date: January 15, 2018

- Information on appeals shall be included on all PM-73 outcomes which include the name and contact information for the respective Campus Coordinator.
Responsible Personnel: Campus Coordinators
Implementation Date: February 1, 2018

Finding Number 2 Recommendation: We recommend management ensure confidential advisors have been clearly identified and all employees understand the applicability for exceptions to sexual misconduct reporting obligations. In addition, management should obtain a legal opinion to determine the applicability of LA-RS 46:1844 to internal disclosures of sexual assault victims' identities related to Title IX compliance efforts. Finally, management should present a MOU to local law enforcement in the New Orleans area regarding sexual violence incidents involving HSCNO students or employees.

Management agrees,

- To revise MOU's at all campuses with local law enforcement and the DA's Office as they are on a two year cycle of review.
Responsible Personnel: Campus Coordinators on respective campus
Implementation Date: June 1, 2018
- All Confidential Advisors have received the state created and required training as of October 16, 2017.
Responsible Personnel: Campus Coordinators
Implementation Date: Completed
- Work with LSU A&M HRM to consider the option of embedding language recognizing the privilege of employees whose employment duties and licensure afford a confidential privilege.
Responsible Personnel: TIX Coordinator in conjunction with LSU A&M Deputy Coordinator for HRM
Implementation Date: August 1, 2018

Responsible Personnel: TIX Coordinator in conjunction with LSU A&M Deputy Coordinator for HRM

Implementation Date: August 1, 2018

- To pursue the question of whether LSUPD's sharing with the Title IX Coordinator constitutes a public disclosure. This questions relates to LSUPD's assertion that such sharing would be prohibited by LRS 46:1844

Responsible Personnel: Office of General Counsel

Implementation Date: March 1, 2018

Finding Number 3 Recommendation: Management should make training available to all students and confirm that it contains suggested content. Campuses should consider providing targeted training to groups more likely to become aware of potential Title IX incidents (e.g. athletics, band, Greek life, student organizations, and residential advisors). This may also include adding a clause to coaching contracts or student organization registration documents regarding compliance with reporting potential Title IX incidents to the Title IX Coordinator. The University should also explore learning management systems or other methods to efficiently monitor employee compliance with required annual training. Additionally, DBG suggested reinstating the Ombud's office as well as heightening awareness regarding the function of the office and availability to both students and employees.

Management agrees,

- To review LSU A&M content in the training for students will be reviewed for required content.

Responsible Personnel: TIX Coordinator with Student Health Center personnel

Implementation Date: March 1, 2018

- LSUE and LSUA have hired a shared Campus Coordinator. Hiring of this position shall increase education, response and training within both communities. With increased education at LSUA, reports are expected to increase.

Responsible Personnel: TIX Coordinator and Chancellors

Implementation Date: Completed

- To review and revamp language included in the student organizational advisor agreement and training. The current advisor training process is being overhauled by new leadership in Campus Life.

Responsible Personnel: TIX Coordinator

Implementation Date: August 1, 2018

- With the need for a comprehensive learning management platform to track training, including that consistent with PM-73. However, given that this issue would be well outside the scope of TIX, an alternate option will be implemented.

A quarterly sampling of employees will be done to ensure compliance with training requirements. Any results of non-compliance will be shared with supervisors.

Responsible Personnel: TIX Coordinator to oversee with implementation in HRM Training and Development

Implementation Date: June 1, 2018

- The position of Ombudsman should be reinstated. The search process is underway through General Counsel.

Responsible Personnel: General Counsel

Implementation Date: February 1, 2018

Finding Number 4 Recommendation: Management should remove or amend conflicting policies, handbooks, web-based information, and other guidance documents; ensure the non-discrimination notice is updated and included in all required publications; display a link to the respective campus' Title IX website on their homepage; and, verify contact information for Title IX Coordinators is complete and easily located. In addition, management should evaluate PM-73 and determine whether revisions are necessary to reflect suggested guidelines. Management should also consider addressing, in policy, romantic or dating relationships with students, especially when there is some level of authority, supervision, or influence.

Implementation of these recommendations will not only assist the University in complying with its obligations under Title IX, but will enhance community awareness and promote reporting of incidents of potential sexual misconduct.

Management Agrees,

- LSU TIX Coordinator has created a list of contacts to be notified of the need for addition of the LSU Non-Discrimination Statement in their materials. Implementation will take longer only because the statement must first be reviewed and revised.

Responsible Personnel: TIX Coordinator

Implementation Date: August 1, 2018

- LSU's Non-Discrimination Statement will be reviewed to ensure it reflects all required state and federal protected categories.

Responsible Personnel: TIX Coordinator with General Counsel and Strategic Communications

Implementation Date: March 1, 2018

- Reviews of PS and PM's related to sexual harassment and sexual misconduct will be reviewed and, if necessary, amended or rescinded.

Responsible Personnel: TIX Coordinator in conjunction with Office of Academic Affairs

Implementation Date: August 1, 2018

- LSU TIC Coordinator will work with all Campus Coordinators to ensure a link on the home page, not embedded multiple clicks from home page.

Responsible Personnel: TIX and Campus Coordinators

Implementation Date: February 1, 2018

- General Counsel will commence consideration of a policy regarding consensual romantic relationships.

Responsible Personnel: General Counsel

Implementation Date: June 30, 2018



Signature

12/5/17

Date

Exhibit C
Coaches and Staff
Acknowledgment Form

10. During your employment or affiliation, did you understand the University’s policies and reporting procedures/grievance procedures?

11. Any additional comments?

APPENDIX D

HUMAN RELATIONS RISK MANAGEMENT TRAINING: COACHES AND STAFF ACKNOWLEDGEMENT FORM

I attended the Human Relations Risk Management Training program in [DATE HERE] as facilitated by [TRAINERS HERE] of [TRAINERS’ ORGANIZATION HERE] for the Louisiana State University Athletics Department (“Athletics Department”). I understand that harassment, discrimination, retaliation, bullying, hazing and other misconduct is prohibited by the University and will not be tolerated. I understand that those found to have committed misconduct will be disciplined.

Should any employee observe or be personally subjected to harassment, discrimination, retaliation, bullying, hazing and other misconduct, the Athletics Department and University offer multiple avenues of internal complaint as provided during training. Employees are not required to confront the persons who are the source of the complaint or closely associated with the persons who are the source of the complaint, but have a responsibility to inform an uninvolved member of the Athletics Department or University administration, or otherwise utilize available avenues of reporting, so prompt action may be taken to stop misconduct and prevent future occurrences. Anyone named in a

complaint will not be part of the investigative team. The Athletics Department and the University also may utilize an outside third-party investigator to help resolve allegations of harassment, discrimination, retaliation, bullying, hazing and other misconduct.

The University does not tolerate retaliation against those making good faith allegations of misconduct or those participating in a corresponding investigation. The University recognizes that making false, bad faith accusations can have serious consequences for those who are wrongly accused. The University prohibits knowingly making false and/or malicious misconduct allegations, as well as deliberately providing false information during an investigation.

PRINTED – Name of Coach/Employee

Date

SIGNATURE of Coach/Employee

Sport or Department – Men’s/Women’s (if applicable)

**HUMAN RELATIONS RISK MANAGEMENT TRAINING:
STUDENT-ATHLETE ACKNOWLEDGEMENT FORM**

I attended the Human Relations Risk Management Training program in [DATE HERE] as facilitated by [TRAINERS HERE] of [TRAINERS’ ORGANIZATION HERE] for the Louisiana State University Athletics Department (“Athletics Department”). I understand that harassment, discrimination, retaliation, bullying, hazing and other misconduct is prohibited by the University and will not be tolerated. I understand that those found to have committed misconduct will be disciplined.

Should any student observe or be personally subjected to harassment, discrimination, retaliation, bullying, hazing and other misconduct (such as sexual misconduct), the Athletics Department and University offer multiple avenues of internal complaint as provided during training. Student-athletes

Exhibit D
Athletics Department
Policies & Procedures

LOUISIANA STATE UNIVERSITY

ATHLETIC DEPARTMENT POLICIES AND PROCEDURES

Set forth below are policies and procedures that are applicable to LSU Athletic Department full-time and part-time employees as described. Please review these policies and procedures and sign below, signifying your understanding and agreement to abide by these policies and procedures.

1. LSU employees who have been issued an LSU phone may not use personal phones for business related purposes. This includes using a personal phone for telephone and text/email communication between employees and Athletic Department student employees. All employees who have been issued an LSU phone shall declare all personal phones on the form entitled "List of All Telephones Owned or Used by Staff Member," attached to this statement.
2. No coaches and/or medical staff may drink alcohol while traveling and representing LSU during team related events/functions. Exceptions may be granted by the Athletics Director for extended trips that include special events.
3. No employee will actively send/receive texts, emails or other electronic messages while driving student-athletes.
4. In situations where an LSU employee becomes aware of possible neglect or abuse of a child, Mandatory Reporter Laws require immediate action. Louisiana Department of Children & Family Services at 1 (855) 453-5437 must be notified. After making a verbal report of an incident, the employee must also provide written notification to the East Baton Rouge Parish Department of Children & Family Services (using DCF/CW Form CP1-2) within five (5) days of filing the verbal report. In addition, the employee will immediately notify LSU Police and the Director of Athletics. All employees must make all reasonable efforts to ensure the safety of Minors participating in programs and activities covered by this Policy, including removal of Minors from dangerous or potentially dangerous situations, irrespective of any other limitation or requirement. If a situation is felt to present imminent danger to a Minor, LSU Police should be called immediately.
5. No athletics department employee's relative (including relatives by marriage) will be employed in any position that reports directly to the employee or his/her department or immediate supervisory area. This includes student employees.
6. All coaches and strength and conditioning employees who conduct individual player workouts must be CPR certified. New employees who will perform these duties must obtain CPR certification as soon as possible after official hire. Employees who are not CPR certified are not allowed to conduct individual player workouts without a certified athletic trainer present.
7. Employees will report any personal arrests, DWI, felony, misdemeanors or other similar legal matters to his/her immediate administrative supervisor within 24 hours of occurrence.
8. If an employee becomes aware that a student-athlete is arrested, engages in misconduct unbecoming of a student-athlete, is involved with any recruiting violations or participates in a hazing activity, it is imperative that Sr. Associate Athletics Director Student Services, Miriam Segar, is notified immediately but no later than 24 hours after the event occurs.
9. All employees must report suspicions of illegal drug/alcohol abuse by student-athletes to Sr. Associate Athletics Director Student Services, Miriam Segar, immediately. Student-athletes who attend an LSU event (practice, strength & conditioning, academic, etc.) and are suspected of alcohol or illicit drug use must be withheld from activity and must immediately be referred for substance abuse testing. Student-athletes in travel status representing LSU must not consume alcohol and/or illicit drugs. Violations of this standard must be reported immediately to Sr. Associate Athletics Director Student Services, Miriam Segar.

LOUISIANA STATE UNIVERSITY
ATHLETIC DEPARTMENT POLICIES AND PROCEDURES

10. No employee may send personal texts, make personal phone calls, send personal email or use social media to communicate with Athletic Department student employees. Exceptions must be requested in writing and may only be approved by the Athletic Director.

11. No employee shall have one-on-one personal meetings with an Athletic Department student employee, with the exception of the following persons: Senior Associate Athletics Director, Student Services; Senior Associate Athletics Director, Compliance; Compliance Director; and Human Resource Manager.

12. No employee may hire an Athletic Department student employee, employed within his/her same department, to perform personal work (babysit, run errands) or work on non-LSU matters.

13. Any employee, student employee, or volunteer who becomes aware of a violation or potential violation of these policies and procedures shall immediately report the matter to Sr. Associate Athletics Director Student Services, Miriam Segar.

I affirm that I have read, fully understand, and agree to comply with the policies and procedures set forth above, and that my failure to do so may be cause for LSU to take disciplinary or other appropriate employment action against me.

Name (Please Print):

Signature:

Date:

Exhibit E
Football Operations
Policies & Procedures

LOUISIANA STATE UNIVERSITY

FOOTBALL OPERATIONS POLICIES AND PROCEDURES

Set forth below are policies and procedures that are applicable to LSU Football Operations full-time and part-time employees as described. Please review these policies and procedures and sign below, signifying your understanding and agreement to abide by these policies and procedures.

1. LSU employees who have been issued an LSU phone may not use personal phones for business-related purposes. This includes using a personal phone for telephone and text/email communication between employees and Athletic Department student employees. All employees who have been issued an LSU phone shall declare all personal phones on the form entitled "List of All Telephones Owned or Used by Staff Member," attached to this statement.
2. No coaches and/or medical staff may drink alcohol while traveling and representing LSU during team related events/functions. Exceptions may be granted by the Athletics Director for extended trips that include special events.
3. No employee will actively send/receive texts, emails or other electronic messages while driving student-athletes.
4. In situations where an LSU employee becomes aware of possible neglect or abuse of a child, Mandatory Reporter Laws require immediate action. Louisiana Department of Children & Family Services at 1 (855) 453-5437 must be notified. After making a verbal report of an incident, the employee must also provide written notification to the East Baton Rouge Parish Department of Children & Family Services (using DCF/CW Form CP1-2) within five (5) days of filing the verbal report. In addition, the employee will immediately notify LSU Police and the Director of Athletics. All employees must make all reasonable efforts to ensure the safety of Minors participating in programs and activities covered by this Policy, including removal of Minors from dangerous or potentially dangerous situations, irrespective of any other limitation or requirement. If a situation is felt to present imminent danger to a Minor, LSU Police should be called immediately.
5. No athletics department employee's relative (including relatives by marriage) will be employed in any position that reports directly to the employee or his/her department or immediate supervisory area. This includes student employees.
6. All coaches and strength and conditioning employees who conduct individual player workouts must be CPR certified. New employees who will perform these duties must obtain CPR certification as soon as possible after official hire. Employees who are not CPR certified are not allowed to conduct individual player workouts without a certified athletic trainer present.
7. Employees will report any personal arrests, DWI, felony, misdemeanors or other similar legal matters to his/her immediate administrative supervisor within 24 hours of occurrence.
8. If an employee becomes aware that a student-athlete is arrested, engages in misconduct unbecoming of a student-athlete, is involved with any recruiting violations or participates in a hazing activity, it is imperative that Sr. Associate Athletics Director Student Services, Miriam Segar, is notified immediately but no later than 24 hours after the event occurs.
9. All employees must report suspicions of illegal drug/alcohol abuse by student-athletes to Sr. Associate Athletics Director Student Services, Miriam Segar, immediately. Student-athletes who attend an LSU event (practice, strength & conditioning, academic, etc.) and are suspected of alcohol or illicit drug use must be withheld from activity and must immediately be referred for substance abuse testing. Student-athletes in travel status representing LSU must not consume alcohol and/or illicit drugs. Violations of this policy must be reported immediately to Sr. Associate Athletics Director Student Services, Miriam Segar.

LOUISIANA STATE UNIVERSITY

FOOTBALL OPERATIONS POLICIES AND PROCEDURES

10. No employee may send personal texts, make personal phone calls, send personal email or use social media to communicate with any student employees of Football Operations or the Athletic Department. Exceptions must be requested in writing and may only be approved by the Athletic Director.
11. No employee shall have one-on-one personal meetings with an Athletic Department student employee, with the exception of the following persons: Senior Associate Athletics Director, Student Services; Senior Associate Athletics Director, Compliance; Compliance Director; and Human Resource Manager.
12. No employee may hire a Football Operations student employee to perform personal work (babysit, run errands) or work on non-LSU matters.
13. Coaches/Assistant Coaches are prohibited from having one-on-one contact with student employees. This includes in-person meetings, text, social media, email, and phone calls with a student employee. Full time staff members are available to assist Coaches/Assistant Coaches. If a Coach/Assistant Coach needs assistance from a student employee, this will be arranged through the student employee's supervisor, a full-time administrative staff member. Coaches should not make any direct request of a student employee.
14. Coaches/Assistant Coaches shall not exchange personal contact information with a student employee.
15. Coaches/Assistant Coaches will have no direct or indirect role in hiring student employees or selecting student volunteers.
16. Any employee, student employee, or volunteer who becomes aware of a violation or potential violation of these policies and procedures shall immediately report the matter to Sr. Associate Athletics Director Student Services, Miriam Segar.

I affirm that I have read, fully understand, and agree to comply with the policies and procedures set forth above, and that my failure to do so may be cause for LSU to take disciplinary or other appropriate employment action against me.

Name (Please Print):

Signature:

Date:

Exhibit F
Acknowledgment of
Policies & Procedures
Football Operations Staff

LOUISIANA STATE UNIVERSITY
ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES
ALL FOOTBALL OPERATIONS STAFF

Set forth below are policies and procedures that are applicable to all LSU Football Operations full, part-time, and student employees. Please review these policies and procedures and sign below, signifying your understanding and agreement to abide by these policies and procedures.

1. No personal phones may be used for business related purposes. This includes using a personal phone for telephone and text/email communication between any employee and student employees.
2. No employee may drink alcohol while traveling and representing LSU during team related events/functions.
3. In situations where an LSU employee becomes aware of possible neglect or abuse of a child, Mandatory Reporter Laws require immediate action. Louisiana Department of Children & Family Services at 1 (855) 453-5437 must be notified. After making a verbal report of an incident, the employee must also provide written notification to the East Baton Rouge Parish Department of Children & Family Services (using DCF/CW Form CP1-2) within five (5) days of filing the verbal report. In addition, the employee will immediately notify LSU Police, the Vice Chancellor and Director of Athletics. All employees must make all reasonable efforts to ensure the safety of Minors participating in programs and activities covered by this Policy, including removal of Minors from dangerous or potentially dangerous situations, irrespective of any other limitation or requirement. If a situation is felt to present imminent danger to a Minor, LSU Police should be called immediately.
4. No athletics department employee's relative will be employed in any position that reports directly to the employee or his/her department or immediate supervisory area. This includes student employees.
5. All employees (including coaches) who conduct individual player workouts must be CPR certified. New employees who will perform these duties must obtain CPR certification as soon as possible after official hire. Employees who are not CPR certified are not allowed to conduct individual player workouts without a certified athletic trainer present.
6. Report any personal arrests, DWI, misdemeanors or other similar legal matters to [Sr. Associate Athletics Director Student Services, Miriam Segar,] within 24 hours of occurrence. If an employee becomes aware that a student-athlete is arrested, engages in misconduct unbecoming of a student-athlete, is involved with any recruiting violations or participates in a hazing activity, it is imperative that Sr. Associate Athletics Director Student Services, Miriam Segar, is notified immediately but no later than 24 hours after the event occurs.
7. All employees must report suspicions of illegal drug/alcohol abuse by student-athletes to Sr. Associate Athletics Director Student Services, Miriam Segar, immediately. Student-athletes who attend an LSU event (practice, strength & conditioning, academic, etc.) or who are traveling representing LSU and are suspected of alcohol or illicit drug use must be withheld from activity and must immediately be referred for substance abuse testing.
8. No employee may send personal texts, make personal phone calls, send personal email or use social media to communicate with student employees.
9. No employee shall have one-on-one personal meetings with a student employee. No coach or assistant coach may hire a student employee to perform personal work (babysit, run errands) or work on non-LSU matters.

Exhibit G
Training Room Clarification
Policy Addendum

Training Room Clarification Policy Addendum

In response to questions from training room staff about the recently distributed policies and procedures of the athletics department, this addendum will serve to clarify the expectation of the athletics department and is considered part of the policies and procedures.

The policies and procedures for the athletics department were reduced to writing to clarify the expectations for staff members to memorialize existing practices and to serve as a best practices document. The policies govern all athletic department employees in daily departmental operation.

In the training room there are two groups of LSU students: graduate assistants and LSU undergraduate students. The GA's receive an athletics scholarship for their services for work performed and the LSU undergraduate students generally are working/ volunteering as part of their undergraduate athletic training educational curriculum. The undergraduate students are not considered student employees. However, the policies and procedures do apply to the undergraduate students and GA's. The reason for inclusion in the policy is not predicated on where they are paid or not but rather if there is a reporting line that exists between student and staff member. Therefore they too are prohibited from providing personal work for athletic training staff members.

The policy prohibits consumption of alcohol while training/medical staff is in travel status only. All staff members are entitled to a private life and this policy is not applicable when the training staff member is not traveling with his/her respective team. The travel status clarification is important since in many instances the athletic trainer specifically/solely is responsible for providing medical care to student-athletes while our teams are in travel status.

It is understood that individuals cannot control what is received within their electronic transmissions including email and text messaging. The policy references send/receive to define the expectation that an active exchange of information should not be occurring while a staff member is driving.

Athletic training staff members do supervise and mentor students and so it is understandable that there will be occasions that as part of these activities, direct communication between undergraduate and graduate student and employee will exist. The exclusion of personal communication does not preclude the following types of interactions: conversations involving a response to an athletics situation, questions involving the academic curriculum, conversations regarding student performance and/or grades, information shared through public blogs and twitter, etc. All of these types of communication are viewed as work related exchanges, not personal interactions.

Personal exchanges between staff members and students should be extremely limited and should always be witnessed by another staff member. Documenting the interaction is very important and expected. When personal counseling may be indicated referrals should be made to the appropriate departmental and/or campus resources. On any occasion that personal interaction occurs, the staff member must bring the matter to the attention of Head Athletic Trainer, Jack Marucci.

Exhibit H
Student Employee
Policies & Procedures

STUDENT EMPLOYEE POLICIES & PROCEDURES

Each department of the Athletic Department depends upon student employees and allocates work and special projects, according to the work schedule of the students. The following policies and procedures are provided to ensure consistency in expectations of student employees among the various departments. They are not intended to be all inclusive, but a basic guide outlining minimum standards. Failure to adhere to the policies and procedures listed below may result in discipline up to and including suspension or termination. Please review these policies and procedures and sign below signifying your understanding of and agreement to abide by them.

1. Student schedules are established at the beginning of each semester with flexibility for exams, special projects, semester breaks, etc. You are expected to inform your direct supervisor of needed time off as soon as you are aware of the necessity to allow time for rearranging workloads.
2. If you will not be reporting for work you must contact your supervisor via a telephone call or e-mail. It is not acceptable for you to miss work without reporting the absence.
3. Each student will be trained for specific tasks relevant to the section to which they have been assigned. When these tasks are completed, you are expected to “look for other work” within your section.
4. Personal phone calls should be kept to a minimum.
5. The core business hours of the Athletic Department are M-F, 8:00 am to 4:30 pm. Work schedules should be designed during these hours unless there is a flex schedule in place in your division with adequate supervision. If a work period exceeds five (5) hours, a 30-minute lunch (non-paid) must be taken.
6. You must wear clothing suitable for an office environment. Spandex, midriff shirts, short shorts/skirts, halter tops, swimsuit pieces, etc. shall NOT be worn.
7. Duties assigned to student employees often involve running errands on or off campus. If an errand requires you to drive a State vehicle (including golf carts) you must have a valid DA-2054 (Authorization and Driver History Form) on file with Property Management. You are not allowed to drive your personal vehicles for business.
8. Assigned duties may involve sensitive data or personal information (SSN's, salaries, etc.). Such data should be kept strictly confidential. Breach of confidentiality will lead to immediate termination.
9. If you have a question about anything you are assigned to do, please ask! There are many federal, state, university and NCAA regulations for which LSU is responsible. It is important that you fully understand what you are doing. Do not hesitate to ask questions.

10. You must attend all mandatory HR Educational Seminars during your employment as a student worker in the LSU Athletic Department.

11. You have a responsibility to report any suspected or known violations of LSU or NCAA policies to my supervisor and/or the Athletic Administration Compliance Office. Specifically:

- **You may not engage in sports wagering. Sports wagering includes placing, accepting or soliciting a wager (on a staff member's or student-athlete's own behalf or on behalf of others) of any type with any individual or organization on any intercollegiate, amateur or professional team or contest.**
- **Examples of sports wagering include, but are not limited to, the use of a bookmaker or parlay card; Internet sports wagering; auctions in which bids are placed on teams, individuals or contests; and pools or fantasy leagues in which an entry fee is required and there is an opportunity to win a prize.**
- **You may not provide or arrange to have provided a benefit to a student-athlete or the student-athlete's friends or family without express permission from the athletics department.**
- **You may not provide improper academic assistance to a student-athlete.**
- **If you are found to have violated an NCAA/SEC rule or knowingly covered up the violation of an NCAA/SEC rule, you may be subject to discipline up to and including termination.**

NCAA rules violations are often committed without malicious intent. Nevertheless, a violation reflects poorly on the Athletic Department. Specifically, be mindful of violations such as gambling (office pools, bookies, competition, etc.) and extra benefits for student-athletes (equipment, discounts at stores, etc.)

The Athletic Department has a Compliance staff to assist with rules questions and all issues. These persons are available to assist with obtaining information necessary to ensure compliance with all NCAA/SEC rules.

12. Do not send personal texts, make personal phone calls, send personal email or use social media to communicate with any coach/assistant coach or Athletic Department employee. Exceptions must be requested in writing and may only be approved by the Athletic Director or his designee.

13. You are prohibited from having one-on-one personal meetings with any coach/assistant coach or Athletic Department employee, with the exception of the following persons: Senior Associate Athletics Director, Student Services; Senior Associate Athletics Director, Compliance; Compliance Director; and Human Resource Manager.

14. No employee may hire an Athletic Department student employee, employed within his/her same department. You are prohibited from performing personal work (babysit, run errands) or work on non-LSU matters for any Athletic Department employee in your department.
15. Your interaction with student athletes and prospective student athletes should be limited to Athletic Department business. Do not give prospective student athletes/student athletes your personal contact information. Further, you are prohibited from fraternizing with recruits. This includes texting, personal phone calls, twitter, or use of social media to communicate with recruits. You are obligated to comply with NCAA rules regarding recruiting.
16. If you become aware of a violation or potential violation of these policies and procedures shall immediately report the matter to Sr. Associate Athletics Director Student Services, Miriam Segar.

I have read the above guidelines and agree to abide by them. The original will be filed in my personnel file.

Employee's Signature

Date

Exhibit I
Email from Joe Alleva
to All Athletics Staff
June 8, 2016

From: Joseph Alleva <joealleva@lsu.edu>

Sent: Wednesday, June 08, 2016 4:23 PM

To: Blaine C Gautier <gautier@lsu.edu>; Ronald C Wheat <wheatrc@lsu.edu>; Dennis S Johnson <djohn81@lsu.edu>; Christopher D Kragthorpe <ckragt1@lsu.edu>; Eric J Mateos <emateo1@lsu.edu>; Edward C Blount <eboun2@lsu.edu>; Leon D Wright <lwrig27@lsu.edu>; Keava C Soil-Cormier <ksoilc1@lsu.edu>; Brian J Squeglia <bsqueglia@lsu.edu>; Maria C Berthiaume <mberth8@lsu.edu>; Sean M Carter <scart41@lsu.edu>; Tesa E Johns <tjoh215@lsu.edu>; Casey E Kyriacopoulos <ckyria1@lsu.edu>; Jordan Pierce <jpier35@lsu.edu>; Kelsey Hounshell <khouns1@lsu.edu>; Donovan White <dwhit42@lsu.edu>; John T Michel <jmich16@lsu.edu>; Emily E Hairston <ehairs2@lsu.edu>; Al Pinkins <apinkins@lsu.edu>; Alan D Dunn <adunn@lsu.edu>; Alisha M Tolbert <atolbe3@lsu.edu>; Amanda M Adams <aadams@lsu.edu>; Amanda C Qubty <aqubty@lsu.edu>; Andrea L Tepe <tepeal@lsu.edu>; Andy Barker <abarker@lsu.edu>; Andrew L Cannizaro <acannizaro@lsu.edu>; Bennie J Brazell <bbraze2@lsu.edu>; Beth Torina <btorina@lsu.edu>; Blair Napolitano <blair@lsu.edu>; Bo Bahnsen <bbahnse@lsu.edu>; Bradley D Peveto <peveto@lsu.edu>; Brendan Suhr <bsuhr@lsu.edu>; Brian F Broussard <brouss@lsu.edu>; Brian G Lee <brianlee@lsu.edu>; Brian J Squeglia <bsqueglia@lsu.edu>; Brittany F Carvalhido <bfd1@lsu.edu>; C Kent Lowe <clowe@lsu.edu>; Carl Goody <cgoody@lsu.edu>; Charlene C Thomas <ctswin@lsu.edu>; Charles W Winstead <winstead@lsu.edu>; Charles S Leonard <coachl@lsu.edu>; Chase Kreitler <chasekreitler@lsu.edu>; Christopher D Kragthorpe <ckragt1@lsu.edu>; Christopher J Parent <cparen3@lsu.edu>; Clinton W Self <cself2@lsu.edu>; Clyde Verdin <cverdin@lsu.edu>; Tammye Y Lofton <tlofto1@lsu.edu>; Verge S Ausberry <vausbe1@lsu.edu>; Wanda T Carrier <wcarrie@lsu.edu>; Cory E Couture <ccouture@lsu.edu>; D D Breaux <ddbreaux@lsu.edu>; Dameyune V Craig <dcraig@lsu.edu>; Daniel A Nunes <dnunes1@lsu.edu>; Dave Aranda <daranda@lsu.edu>; Dave Geyer <dgeyer@lsu.edu>; David A Taylor <dataylor@lsu.edu>; Dean R Dingman <dd@lsu.edu>; Debbie Hensley <dhensley@lsu.edu>; Debbie Parris-Thymes <dparris@lsu.edu>; Dennis G Shaver <shaver@lsu.edu>; Derek D Calvert <dcalve2@lsu.edu>; Douglas J Shaffer <djshaffer@lsu.edu>; Douglas L Aucoin <daucoi3@lsu.edu>; Dreyfus R Milstead <dmilst1@lsu.edu>; Edward J Orgeron <eorgeron@lsu.edu>; Eduardo "Eddie" Nunez <enunez@lsu.edu>; Elise Evans <mevans@lsu.edu>; Emmett E David <edavid@lsu.edu>; Eric A Hummel <ehumme1@lsu.edu>; Ethan C Pheister <epheister@lsu.edu>; Florence L Williams <fwilli3@lsu.edu>; Fran Flory <frflory@lsu.edu>; Gregory E Stringfellow <gstring@lsu.edu>; Gwen Butler <gbutle3@lsu.edu>; Hannah E Roudebush <hroudebush@lsu.edu>; Hannah Turner <hturner@lsu.edu>; Howard Dobson <hdobson@lsu.edu>; J Kevin Wagner <jwagne2@lsu.edu>; Jabbar J Juluke <jjuluke@lsu.edu>; Jacob J Marucci <jmarucc@lsu.edu>; Jacqueline J McClendon <jmcclen@lsu.edu>; Jacob M Riedel <jriedel@lsu.edu>; James C Thomas <jthom29@lsu.edu>; James T Moffitt <jmoffi1@lsu.edu>; Jason Feirman <jfeirman@lsu.edu>; Jay Clark <jayclark@lsu.edu>; Jeffery P Grigus <jgrigu1@lsu.edu>; Jeff deVeer <jeff@lsu.edu>; Jeffrey G Brown <jbrow29@lsu.edu>; Jennifer Rodrigues <jrodrigues@lsu.edu>; Jenna L Hall <jennahall@lsu.edu>; Joseph H Stanek <jhstanek@lsu.edu>; John R Maher <jmaher@lsu.edu>; John E Schiebe <jschieb@lsu.edu>; John H Jones <johnnyjones@lsu.edu>; Joseph Alleva <alleva@lsu.edu>; Joseph E Robertson <jrobe51@lsu.edu>; Josh Pratt <jpratt7@tigers.lsu.edu>; Julia S Sell <jsell@lsu.edu>; Karen M Bahnsen <kbahnse@lsu.edu>; Katie Gerlach <kgerlach@lsu.edu>; Khadevis K Robinson <kd@lsu.edu>; Krystal B Faircloth <kbenne6@lsu.edu>; Lane M Director <laned@lsu.edu>; Latasha R Butts <tbutts@lsu.edu>; Laura K Whalen <lwhalen@lsu.edu>; Lauren T Reagan <lreagan@lsu.edu>; Les Miles <lem042@lsu.edu>; Lois E Stuckey <lstick1@lsu.edu>; Louis V Bourgeois <bour11@lsu.edu>; LSU Radio <lsuradio@lsu.edu>; LSU Sports Webmaster <lsusports@lsu.edu>; Mallory A Mickus <mmickus@lsu.edu>; Mark J Lee <marklee@lsu.edu>; Mark R Ewing <mrewing@lsu.edu>; MaryJane Merrill <mmerrill@lsu.edu>; Micah I Gibbs <mgibbs7@lsu.edu>; Michael Bonnette <mbonnet@lsu.edu>; Michael B Harkness <mharkness@lsu.edu>; Michael Sell <msell@lsu.edu>; Michael W Henderson <mhende2@lsu.edu>;

Michelle S Collins <msandy1@lsu.edu>; Miriam F Segar <msegar@lsu.edu>; Morris B Carney <mo@lsu.edu>; Neal R Lamonica <nlamoni@lsu.edu>; Nikki Caldwell <ncaldwell@lsu.edu>; Nolan D Cain <nolancaain@lsu.edu>; Pamela D LeBlanc <plebla1@lsu.edu>; Paul Mainieri <paulmainieri@lsu.edu>; PJ Odom <pjodom@lsu.edu>; Reginald K Miller <reggiemiller@lsu.edu>; Renee' Braud <rarbour@lsu.edu>; Richard S Dempsey <rdemps3@lsu.edu>; Ricky A Lefebvre <rlefebvre@lsu.edu>; Robert R Snyder <rsnyde3@lsu.edu>; Robert Kirby <robertkirby@lsu.edu>; Robert P Moore <rmoore6@lsu.edu>; Ronnie M Haliburton <rhalibu@lsu.edu>; Russell L Brock <rlbrock@lsu.edu>; Samuel J Nader <snader@lsu.edu>; Shaeeta K Williams <shawilliams@lsu.edu>; Sharon L Lewis <smangum@lsu.edu>; Shawn Eddy <reddy1@lsu.edu>; Shelly Mullenix <smulle1@lsu.edu>; Spencer L Farley <sfarley@lsu.edu>; Stephen B Franz <sfranz2@lsu.edu>; Stephen A Mellor <stevemellor@lsu.edu>; Steven C Ensminger <sensminger@lsu.edu>; Tamara A Davis <tdavi18@lsu.edu>; Taylor R Jacobs <tjacobs@lsu.edu>; Terrance L Bold <tbold1@lsu.edu>; Timothy M Messa <tmessa@lsu.edu>; Todd W Jeansonne <tjeans2@lsu.edu>; Travis M Roy <troy1@lsu.edu>; Virginia R Robertson <vrobort@lsu.edu>; Wanda L Babin <wbabin@lsu.edu>; Wayne R Morris <wmorris1@lsu.edu>; Wendy Carpenter <wcarpen@lsu.edu>; Wendy G Nall <wnall@lsu.edu>; Will C Wright <wwright@lsu.edu>; William A Stafford <wstaff2@lsu.edu>; William P Franques <wfranqu@lsu.edu>; Abram R Dotson <adotson@lsu.edu>; Alex Barras <abarra4@lsu.edu>; Alexis J Rather <arathe1@lsu.edu>; Alfred E Bell <alfredbell@lsu.edu>; Alicia English <aenglish@lsu.edu>; Anita F Davis <adavi32@lsu.edu>; Ashlyne J Johnson <ajoh187@lsu.edu>; Ben Iannacchione <bianna1@tigers.lsu.edu>; Blaine C Gautier <gautier@lsu.edu>; Braden C Miller <bmill57@lsu.edu>; Byron K Weathers <byronw@lsu.edu>; Calvin Scott <cscot32@lsu.edu>; Malcolm G Cameron <camcameron@lsu.edu>; Chad D Hebert <chebert1@lsu.edu>; Charles V Baglio <cbags10@lsu.edu>; Chase P Contine <ccontine@lsu.edu>; Corey Raymond <craymond@lsu.edu>; Danny Bryan <jbrya12@lsu.edu>; Deborah C Ferdinand <dferdi1@lsu.edu>; Derek Yush <dyush@lsu.edu>; David E Griffing <dgriffing@lsu.edu>; Dorothy Chissell <dchiss1@lsu.edu>; Dorvin T Georgetown <dgeorgetown@lsu.edu>; Earl J Chevalier <echeva1@lsu.edu>; Eddie W Tolbert <etolbe2@lsu.edu>; Emily V Dixon <emily@lsu.edu>; Eric Donoval <edonov2@lsu.edu>; Eric M Pearson <epearson@lsu.edu>; Ferrell G Shillings <fgs1@lsu.edu>; Frank H Jones <fjones4@lsu.edu>; Gabrielle Dixon <gabrielledixon@lsu.edu>; Garrett S Runion <grunion@lsu.edu>; Garrett J Thibodeaux <gthibodeaux@lsu.edu>; Hunter B Geisman <hgeism1@lsu.edu>; Hunter S Sexton <hsexto1@lsu.edu>; Jake Terry <jterry9@lsu.edu>; Ja'kouri D Brown <jakouribrown@lsu.edu>; James Mitchell <jmitch@lsu.edu>; James R Weathers <jammie@lsu.edu>; Jeana F Kempe <jfuccillo@lsu.edu>; Jeffrey D Grimes <grimey@lsu.edu>; Jeffrey C Gray <jeffreygray@lsu.edu>; Jennifer Chow <jchow@lsu.edu>; Jermaine Johnson <jermainejohnson@lsu.edu>; Jill L Wilson <jwilson1@lsu.edu>; John Brower <jbrower@lsu.edu>; Jon M Pfeifer <jpfeif3@lsu.edu>; Jonathan Wessinger <jwessi1@lsu.edu>; Jordan Jackson <jordanjackson@lsu.edu>; Julie Cribbs <jcribbs@lsu.edu>; Alfonso J Lockett <jlockett@lsu.edu>; Kathleen M O'Brien <kobrien@lsu.edu>; Katie A Copeland <copeland@lsu.edu>; Keava C Soil-Cormier <ksoilc1@lsu.edu>; Kelly J Willie <kwilli5@lsu.edu>; Kewan Carey <kcarey@lsu.edu>; Kristen H Cain <khobbs2@lsu.edu>; Laura C Lamberth <llamberth@lsu.edu>; Lauren C Silvio <lsilvi4@lsu.edu>; Leo P Richard <leorichard@lsu.edu>; Leroy Williams <lwilli1@lsu.edu>; Lindsay K Leftwich <lleftwich@lsu.edu>; Mark A Honore <mhonore@lsu.edu>; Mathew Shanklin <shanklin@lsu.edu>; Matthew D Jakoubek <mjakoubek@lsu.edu>; Matthew N LaBorde <mlabor5@lsu.edu>; Melissa M Seal <melmoore@lsu.edu>; Nicholas D Williams <nwilliams@lsu.edu>; Pamela V Workman <pworkman@lsu.edu>; Pauline L Zernott <pzernott@lsu.edu>; Quinlan Duhon <quinlan@lsu.edu>; Quinten K Lynn <qlynn@lsu.edu>; Reynard T Green <reynardgreen@lsu.edu>; Ricky Hartford <rhartf2@lsu.edu>; Robert L Shavers <rshave1@lsu.edu>; Rodney Ballard <rballard@lsu.edu>; Rodney R Glynn <rglynn2@lsu.edu>; Ronald C Wheat <wheatrc@lsu.edu>; Shalini M Gogawale <smg@lsu.edu>; SherDedrick Bullitts <sbulli2@lsu.edu>; Steven J Kragthorpe <skragthorpe@lsu.edu>; Sumonn B Morgan

<smorg13@lsu.edu>; Terri Poleman <tpoleman@shorttravel.com>; Todd Lane <toddlane@lsu.edu>;
Tracy A Price <tprice9@lsu.edu>; Zach Kendrick <zkendr1@lsu.edu>

Subject: IMPORTANT - LSU Policies & Procedures Reminder

In light of recent national events, I want to remind our coaches and staff the importance of immediately and fully reporting all issues of sexual harassment, misconduct or sexual assault of which you are or become aware.

As we have discussed many times in staff and other meetings, as a university employee, it is your responsibility to report any potential issues of which you are aware. I want to stress that you as a staff member absolutely should **not** attempt to conduct any investigation or make any determination regarding alleged, reported or suspected misconduct. Instead, you are required to report all potential issues so that they are properly addressed by trained university officials. Please report these issues to either Miriam Segar, Sr. Associate Athletics Director Student Services or Wendy Nall, Assistant Athletics Director HR. Both of these individuals have been trained in Title IX law and university protocol for investigation and can help facilitate the proper reporting that is required by law and University policy.

The link below provides additional information about the applicable LSU policies and resources available.

http://www.lsu.edu/hrm/policies_and_procedures/Title_IX_item71081.php

Additionally, I want to remind you all that a coach or athletic department staff member should not interfere with any university investigation, academic investigation or disciplinary process. In order to prevent the presumption of undue influence, coaches and sport specific staff members should not converse or communicate in any manner with university officials, professors or other university staff members regarding cases involving student-athletes, unless directed to as part of a formal University or law enforcement investigation. Please allow designated athletic, academic and university staff members to handle these issues. If you have any questions about this directive, please contact me directly or, alternatively, contact Miriam Segar or Wendy Nall.

Joe Alleva
Vice Chancellor/Director of Athletics

Exhibit J
Joe Alleva Memo to
All Athletics Employees
February 14, 2018



VICE CHANCELLOR AND DIRECTOR OF ATHLETICS

Louisiana State University • Department of Athletics

February 14, 2018

LSU Athletics Staff,

I would like to remind all of you of your responsibility as a State employee to immediately report any knowledge you have of inappropriate conduct, sexual harassment or sexual assault. The University has trained investigators who will examine every issue or concern reported, in accordance with applicable laws.

Please notify Miriam Segar, Sr. Associate Athletics Director, of any such issue immediately so that the concern can be forwarded to the appropriate personnel on campus. If you prefer to report a concern directly, please report online through the LSU Cares website (www.lsu.edu/lsucares) or contact the LSU Police.

Note that Athletics will not directly investigate the concern, but will refer it for review by the appropriate University staff. The University has trained investigators who will review reported incidents. It is very important that any issue, even those seemingly small, are reported immediately. Please don't try to investigate the claim or talk to any witnesses on your own. Your only responsibility is to serve as a mandatory reporter and immediately communicate all credible information of which you become aware.

It is our responsibility to remain vigilant in reference to all student-athletes, employees and our fellow staff members and to mandate and promote an atmosphere of compliance with all state and federal reporting laws. Failure to report an issue will have serious ramifications for you personally, LSU Athletics and the University. As Athletics Director, I expect that everyone will positively contribute to our program and report all issues immediately.

Sincerely,

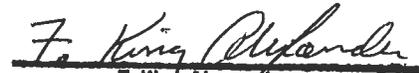
A handwritten signature in black ink, appearing to read "Joe Alleva".

Joe Alleva
Vice Chancellor & Director of Athletics



Exhibit K
President F. King Alexander's
Presidential Charge

APPROVED


F. King Alexander
LSU President

8 30 14

Task Force

Presidential Charge

LSU is committed to providing a learning, working, and living environment that promotes integrity, *civility*, dignity, and respect for all members. To achieve this goal and meet our institutional mission, we must create an environment free of discrimination on the basis of sex and sexual misconduct. To develop and maintain this environment, we must consistently review and update our institutional policies and practices.

To ensure we foster environments that advance our institutional mission as it relates to Title IX of the Educational Amendments of 1972 and associated policies, I charge each campus with creating a Title IX Task Force, as per Section XVI in PM-73. Each Task Force will be chaired or co-chaired by the campus Title IX Campus Coordinator (or designee of the Title IX Campus Coordinator in cooperation with the LSU Title IX Coordinator). These campus-wide Task Forces will be comprised of students (on instructional campuses), faculty, and staff with subject-matter expertise on issues related to Title IX.

Each Task Force will be charged with and empowered to review our current policies, practices, and procedures as they relate to Title IX* and to provide recommendations to the President that reflect campus needs and are informed by nationally-recognized benchmarked practices.

I charge each campus task force with the following:

1. Examine current education and prevention practices regarding sexual misconduct (sexual harassment, sexual assault, stalking, dating violence, domestic violence, retaliation, etc.);
2. Examine current support networks and services for victim/survivors of sexual misconduct;
3. Examine current practices surrounding PM-73;
4. Examine policies and practices surrounding pregnant and parenting community members (students and employees);
5. Examine policies and practices surrounding GLBTQ issues;
6. Examine any other related Title IX issues that arise as a result these task forces.*

* with the exclusion of sports equity

Mission

The Task Force will ensure Louisiana State University's compliance with Title IX of the Education Amendments of 1972 and associated policies by making recommendations to the President on campus policy implementation and revision and adoption of nationally-recognized best practices.

Timeline

Each Task Force shall submit a report to the President by July 1, 2017. This report shall include any implemented changes, recommendations for change and identified needs to promote environments of integrity, civility, dignity and respect for all members.

Exhibit L
PM-73 and Related Policies
Workgroup Report
February 21, 2017

PM-73 and Related Policies Workgroup Report

Draft, February 21, 2017

Committee Members

Elizabeth R. Carter, Chair
Benjamin Cornwell
Noelle Davis
Endya Hash
Julie Henriquez
Sigrid Kelsey
Mandi Lopez
Jennifer Normand
Tracey Rizzuto

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Recommendations Related to PM-73 and Related Policies/Procedures

Recommendation 1: Coordination of Policies

Recommendation: Ensure coordination of all LSU policies with PM-73. Ensure periodic review of all LSU policies to coordinate with periodic updates to PM-73.

Rationale: Many LSU policies address issues that are also addressed in PM-73. Often, those policies are inconsistent with PM-73. A process should be put in place to review and revise various LSU policies on a periodic basis to ensure coordination and consistency with PM-73. In particular, the following items should be reviewed on a periodic basis to ensure consistency: Faculty Handbook, PS-95, PS-104, and the Student Code of Conduct.

Recommendation 2: Clarity and Accessibility

Recommendation: Take steps to enhance clarity and accessibility of LSU's policies, their interplay, and the complaint process.

Rationale: PM-73 is a fourteen-page document that is rather difficult to understand. To some extent, this is unavoidable. The workgroup noted that policies at other institutions face similar problems. Nonetheless, every effort should be made to enhance clarity and readability. Further, LSU should take additional steps to help members of the LSU community better understand their rights, responsibilities, and the various procedures relating to Title IX. The workgroup recommends implementing user-friendly approaches to help enhance clarity and accessibility.

In particular, the workgroup recommends the following steps:

- LSU policies should also advise parties of their rights under applicable state and federal law, and include links to appropriate websites (such as the EEOC and the Department of Education).
- LSU should employ flowcharts and similar imagery to more clearly illustrate the concepts covered by PM-73.
- LSU should have user-friendly guides for understanding the various types of complains and procedures that may arise under Title IX.

- All of the foregoing should be available on LSU’s website in a centralized and easily located place.

Appendix 2 includes links to websites at other institutions that the workgroup found helpful. Without commenting on or endorsing the particular policy positions taken by these sources, the workgroup noted that these types of materials should be developed by and implemented at LSU.

Recommendation 3: Terminology Used in PM-73

Recommendation: Review and revise some of the definitions and other terms used in PM-73 to ensure clarity, consistency, and compliance with applicable law.

Rationale: The various definitions and other terms used in PM-73 should be carefully reviewed to ensure clarity, consistency, and compliance with applicable law. In particular, the workgroup identified the following issues:

- PM-73 makes reference to Louisiana’s criminal laws. However, some laws (such as La. Rev. Stat. §14:89) referenced by PM-73 are clearly unconstitutional and should be carved out from the scope of PM-73. Similarly, the reference to La. Rev. Stat. §44:51 is confusing.
- PM-73 sets forth some time periods in terms of “business days.” That term is not defined anywhere in PM-73 and could be susceptible of varying interpretations.
- The definition of “sexual assault” in PM-73 should be consolidated and revised. It is currently defined several different times.
- The definition of “sexual harassment” should be expanded to include harassment based on sexual orientation, gender expression, marital status, pregnancy/reproduction, and similar types of sexual harassment.

Recommendation 4: PM-73 Amnesty Policy

Recommendation: Expand the amnesty policy set forth in PM-73 (1) to be available to all members of the LSU community; (2) and to provide amnesty from a wider variety of possible offenses.

Rationale. The April 4, 2011 Dear Colleagues Letter encouraged schools to adopt amnesty policies to encourage reporting of sexual violence. The letter explained: “Schools should be aware that victims or third parties may be deterred from reporting incidents if alcohol, drugs, or other violations of school or campus rules were involved.” Similarly, the Louisiana Campus Accountability and Safety Act (La. Rev. Stat. 17:3399.11 *et seq.*) requires LSU to implement “an amnesty policy for any student who reports, in good faith, sexual violence to the institution.” PM-73 currently includes an amnesty policy at p. 13 that seems consistent with this requirement. As written, PM-73 appears to expand the amnesty suggested by the Dear Colleagues Letter and by the Campus Accountability and Safety Act in several ways. The workgroup believes this is laudable on the part of LSU and makes two recommendations to further encourage reporting.

First, the amnesty policy should be expanded to include all members of the LSU community—not just students. PM-73 only contemplates amnesty with respect to “non-violent student conduct violations.” Obviously, such language is insufficient to provide amnesty to faculty, staff, and other non-student members of the LSU community. The workgroup recommends expanding the scope of the amnesty to more clearly include all members of the LSU community.

Second, the amnesty policy should be expanded to more clearly include all types of non-violent violations (not just those relating to drinking or drug use). This recommendation is related to the first recommendation. As currently written, amnesty is limited to students who committed “a nonviolent student conduct violation, such as underage drinking, at or near the time of the complained incident.” Many members of the LSU community are unlikely to be involved in underage drinking simply because they are over 21. They may, however, be hesitant to come forward because of other types of conduct violations that occurred near the time of the conduct. Such conduct violations might include issues of academic honesty/cheating, violations of computer usage/email policies, violations of the tobacco policies, or violations of policies prohibiting romantic relationships between students and faculty. The workgroup recommends expanding the scope of amnesty to more clearly include a wider variety of non-violent conduct issues.

Recommendation 5: Retaliation

Recommendation: Revise and expand the definition of “retaliation” as used in PM-73.

Rationale. PM-73 contains lengthy definitions and explanations for a number of the acts that it prohibits. Yet, PM-73 contains little explanation of what types of actions constitute retaliation. Parties are often afraid to come forward for fear of retaliation—particularly when the accused party is in a position of power or authority. PM-73 should better explain what types of acts constitute prohibited retaliation. The workgroup notes that the Department of Education and the EEOC have some excellent resources regarding retaliation.

Recommendation 6: Mandatory Reporting Obligations

Recommendation: Better describe the reporting obligations of various members of the LSU community. Expand the persons excluded from “responsible person” to clearly apply to lawyers, doctors, and others in a legally recognized confidential relationship.

Rationale. PM-73 defines “responsible person” at p. 4 as “any employee who was the authority to take action to redress sexual violence or who has been given the duty of reporting incidents of sexual violence or any other misconduct prohibited by this policy...” On p. 7, PM-73 explains that “any responsible person who receives actual notice of a complaint” is to report such complaint to the Title IX coordinator. The language in these provisions is somewhat confusing and could be improved in several ways.

First, it is the workgroup’s understanding that a “responsible person” means any LSU employee who is not specifically exempted from the definition. But, that interpretation is not necessarily clear from the language on p. 4.

Second, on p. 7, PM-73 requires a responsible person to make a report when he receives “actual notice of a complaint.” That same paragraph then requires “any supervisor, or other responsibly party who witnesses or receives a report or complaint” to notify the Title IX coordinator. The language used is somewhat inconsistent and confusing. As a result there is a fair amount of confusion among members of the LSU community regarding their reporting obligations.

Third, PM-73 seems to exclude certain people from the definition of “responsible person.” These exclusions are inconsistent and are too narrow. This should be revised. At p. 4, PM-73 says “Responsible Persons do not include victims’ advocates, mental health counselors, or clergy.” At p. 7, the definition is slightly different. In any event, it should be made more clear that confidential advisors—as that term is used in the Louisiana Campus Accountability and Safety Act (La. Rev. Stat. 17:3399.11 *et seq.*)—are excluded from the mandatory reporting obligation. Additionally, PM-73 should make it more clear that lawyers, doctors, spouses, and other persons in a legally recognized confidential relationship with the complaining party may maintain confidentiality even though they might also be members of the LSU community.

Appendix 6 is an example of a flyer used by Cornell University to better explain reporting obligations to faculty. Without commenting on or endorsing the particular policy positions taken by this source, the workgroup noted that these types of materials should be developed by and implemented at LSU.

Recommendation 7: Confidentiality

Recommendation: Clarify which persons/resources are permitted to receive confidential reports.

Rationale: This recommendation is related to Recommendation 6. The workgroup learned that there is considerable confusion in the LSU community regarding who may receive a complaint confidentially. To encourage reporting, it is imperative that LSU make clear who may receive complaints confidentially, and who may not receive complaints confidentially. The Department of Education has emphasized the importance of making this issue clear on several occasions. The workgroup recommends clarifying who may receive confidential reports and making that information clear on the LSU website and relevant publications.

Confidentiality raises particularly thorny issues in some of the professional schools—such as the law school—where many faculty members are also subject to professional licensure. Some law school faculty, for example, feel quite strongly that deeming them to be “responsible persons” may often conflict with their professional obligations as attorneys. The workgroup recommends further discussing this issue with affected faculty members and developing policies that appropriately reflect the sometimes conflicting positions such faculty members are placed in.

Appendix 7 includes a link to a sample confidentiality policy proposed by the White House Task Force as well as links to websites from other institutions that have clearly set forth who may (and who may not) receive a confidential report. Appendix 7 also contains some of the professional obligations that have given rise to concern among professional-school faculty. Without commenting on or endorsing the particular policy positions taken by these sources, the workgroup noted that these types of materials should be developed and or considered in revising and implementing PM-73.

Recommendation 8: Confidential Advisors

Recommendation: Take steps to ensure that each campus and each program/school has at least one person designated as a “confidential advisor.”

Rationale: The Louisiana Campus Accountability and Safety Act (La. Rev. Stat. 17:3399.11 *et seq.*) requires each institution to appoint an adequate number of confidential advisors. Confidential advisors are among the few people exempted from the mandatory reporting provisions of PM-73. In addition to appointing an adequate number of confidential advisors, as required by law, the workgroup also believes that it is important that confidential advisors be widely distributed across the LSU community to enhance accessibility. The

workgroup recommends that each campus, program/school have at least one person who is designated as a confidential advisor. The workgroup further recommends that the identities and contact information for the various confidential advisors be included in a centralized location on the LSU website.

Recommendation 9: Conflicts of Interest

Recommendation: Include appropriate language in PM-73 to address conflicts of interest of investigators and other parties.

Rationale: When an investigator or other party has an actual or perceived conflict of interest it undermines the integrity of the process and the appearance of fairness. The Department of Education has noted this concern on several occasions. The April 4, 2011 Dear Colleagues Letter emphasizes this point at follows: “Additionally, a school’s investigation and hearing process cannot be equitable unless they are impartial. Therefore, any real or perceived conflicts of interest between the fact finder or decisions-maker and the parties should be disclosed.” PM-73 should include a provision prohibiting parties with an actual or perceived conflict of interest from participating in investigations and other proceedings. Such a provision should address issues such as: (1) apparent or actual conflicts; (2) ability of either party to seek recusal in the event of a conflict of interest; and (3) the responsibility of persons with a conflict to disclose the conflict and to recuse themselves

Appendix 9 contains some sample provisions from other institutions that address conflicts of interest. Without commenting on or endorsing the particular policy positions taken by these sources, the workgroup noted that a conflict of interest provision should be developed by and implemented at LSU.

Recommendation 10: Due Process Concerns

Recommendation: Ensure that both PM-73 and its implementation are fair and equitable to both parties.

Rationale. Title IX requires schools to adopt “prompt and equitable” grievance procedures. In order for a procedure to be equitable, both parties must be afforded equivalent rights and opportunities. The workgroup received a number of anecdotal reports that vividly illustrated instances where there was a perceived or actual lack of fairness. LSU should continue to investigate and review this issue.

Recommendation 11: Indemnification

Recommendation: Revise PM-73 and related policies to make it clear that faculty/students/staff and other parties serving on hearing committees will be indemnified for their participation.

Rationale. Members of the LSU community, including students and faculty, are often called upon to serve on hearing panels, serve as confidential advisors, or otherwise participate in the implementation of PM-73. It is conceivable that they could face personal liability if a party is dissatisfied with the outcome of an investigation or hearing. The workgroup believes it is important for LSU to reasonably indemnify participants in such proceedings and to clearly delineate the scope and nature of such indemnification in writing.

Recommendation 12: ACT 172

Recommendation: Review PM-73 and related policies to ensure compliance with Act 172 of the 2015 Legislative Session, including the Campus Accountability and Safety Act (La. Rev. Stat. 17:3399.11 *et seq.*).

Rationale. Act 172 of the 2015 Legislative Session sets forth a number of requirements that relate to PM-73. LSU appears to have already taken some steps to comply with the Act—yet some challenges remain. In particular, the workgroup notes the following concerns:

- ACT 172 requires LSU to adopt an inter-campus transfer policy. The workgroup was unable to locate any such document.
- ACT 172 requires LSU enter into a Memorandum of Understanding with law enforcement. The workgroup was unable to locate any such document.
- ACT 172 requires LSU to promulgate a Campus Security Policy. The workgroup was unable to locate any such document.

Appendix 12 discusses the Act in more detail and some of the challenges the workgroup identified in LSU’s current implementation of the Act.

Recommendation 13: Academic Freedom

Recommendation: Include a provision pertaining to academic freedom in PM-73.

Rationale. Academic freedom is central to LSU’s educational purposes. Although PM-73 currently addresses the First Amendment—it does so in a brief and general manner. PM-73 ought to include a more specific statement relating to academic freedom. Moreover, PM-73 ought to reaffirm LSU’s commitment to academic freedom and diversity of thought and expression.

Appendix 13 includes some sample similar provisions relative to academic freedom from other institutions. Without commenting on or endorsing the particular policy positions taken by these sources, the workgroup noted that a provision relating to academic freedom should be included in PM-73.

Recommendation 14: Title IX Coordinators

Recommendation: Ensure that steps are taken to ensure that the Title IX coordinators maintain impartiality—such as appropriate job descriptions and avoiding conflicts of interests.

Rationale: The Department of Education has often emphasized the importance of Title IX Coordinators. For example, the April 24, 2015 Dear Colleague Letter explains that the Title IX coordinator should not have “other job responsibilities that may create a conflict of interest.” The letter goes on to explain that: “For example, designating a disciplinary board member, general counsel, dean of students, superintendent, principal, or athletics directors as the Title IX coordinator may pose a conflict of interest.” The workgroup identified several problems with LSU’s current Title IX coordinator structure.

First, it is not immediately clear from the organizational charts available from the LSU website who the various Title IX coordinators report to. The organizational charts (and any related governing documents) should be revised to make it clear that the various Title IX coordinators do not have conflicting responsibilities.

Second, at least one Title IX coordinator’s physical office is apparently located in the General Counsel’s office. Even if that coordinator does not report to the general counsel—which would clearly be inappropriate—the physical location of the office may give rise to the appearance of a conflict of interest. The Title IX coordinators should have offices that are physically located in neutral and accessible locations on campus.

Third, at least two Title IX coordinators appear to have conflicting job responsibilities. LSU’s website lists Maria Fuentes Martin as both the LSU Dean of Students and the Title IX Deputy Coordinator for Students—a conflict expressly contemplated by the 2015 Dear Colleague Letter. LSU’s website also lists Gaston Reinoso as the Title IX Deputy Coordinator for Employees. It appears, however, that Mr. Reinoso may have other job responsibilities in the office of Human Resources Management that might conflict with his duty as Title IX coordinator.

Recommendation 15: Continuation of Workgroup/Taskforce; Suggestions

Recommendation: The work of the Title IX Taskforce and its individual workgroups should continue on an ongoing basis. Contact information for the taskforce/workgroup members should be made available to the LSU community so that the taskforce/workgroups may continue to receive input from the LSU community on an ongoing basis.

Rationale: The workgroup believes that periodic review of PM-73 and other Title IX issues is essential. Moreover, the workgroup believes that additional issues may arise that ought to be thoughtfully considered by the Taskforce and appropriate workgroups. The workgroup recommends that the both the Taskforce and the appropriate workgroups be maintained on an ongoing basis for such periodic review and that their contact information be made available to the LSU community so that additional suggestions/concerns may be received and considered on an ongoing basis.

Recommendation 16: Title VI Policy and Title VII Policy

Recommendation: LSU should implement and revise policies and grievance procedures related to Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964. Such policies and procedures should be consistent with the Title IX policy.

Rationale. Title VI of the Civil Rights Act of 1964 makes it unlawful to discriminate on the basis of race, color, or national origin in federally funded education programs or activities. Unlike Title IX, Title VI does not specifically require schools to adopt and publish grievance procedures or appoint specific coordinators. However, the Department of Education’s October 26, 2010 Dear Colleague letter has made it clear that “schools should have well-publicized policies prohibiting harassment and procedures for reporting and resolving complaints that will alert the school to incidents of harassment.”

Title VII of the Civil Rights Act of 1964 prohibits discrimination against employees and prospective employees or applicants on the basis of race, color, national origin, religion, and sex. Title VII applies to public higher educational employers—like LSU—that have 15 or more employees. Although they are not necessarily required to do so, employers often provide their own internal grievance procedures to address employee claims. LSU has done so through PM-55 and other policies.

The workgroup notes that issues arising under Title IX sometimes also involve issues arising under Title VI and Title VII. The workgroup noted that it is currently unclear whether a case involving issues under both Title IX and one of the other statutes could be fully resolved through the current PM-73 process or whether a person would need to file multiple complaints

and go through different processes for each—a result that seems absurd. The workgroup also notes that LSU’s policies and procedures relating to Title VI and Title VII are likely in need of updating and revision and would benefit from the same type of attention given to Title IX. The workgroup recommends undergoing such a revision and ensuring that the various policies are consistent with each other and that cases involving more than one statute can be resolved in a single process, where appropriate.

Recommendation 17: Other Anti-Discrimination Policies

Recommendation: LSU should implement and revise policies and grievance procedures related to other anti-discrimination legislation. To the extent possible, these policies and procedures should be consistent with the Title IX policy.

Rationale: This recommendation is related to Recommendation 16. The workgroup notes that, in addition to Title VI and Title VII, there are other anti-discrimination laws applicable to LSU. Furthermore, issues arising under Title VI, Title VII, and/or Title IX might also implicate issues arising under other anti-discrimination legislation. The workgroup believes that LSU’s policies and procedures relating to other types of discrimination are likely in need of updating and revision and would benefit from the same type of attention given to Title IX. The workgroup recommends undergoing such a revision and ensuring that the various policies are consistent with each other and that cases involving more than one statute can be resolved in a single process, where appropriate.

In particular, the workgroup identified the following as items for consideration:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act of 1990
- Equal Employment Opportunity Act of 1972
- Equal Pay Act of 1963
- Genetic Information Nondiscrimination Act of 2008
- Pregnancy Discrimination Act of 1978

Appendix 2: Clarity and Accessibility

Links and References to Applicable State and Federal Law

A number of institutions include links and references to applicable state and federal law. Both the EEOC and the Department of Education have promulgated a number of user-friendly guides. The following are some examples.

- **Auburn University**
 - Links to relevant state laws: [http://auburn.edu/administration/aaeeo/title-ix/policies terms/campus.html](http://auburn.edu/administration/aaeeo/title-ix/policies_terms/campus.html)
- **Iowa State University**
 - Numerous links to outside sources: <http://www.eoc.iastate.edu/november-30th--title-ix-coordinator>
- **Tulane University**
 - Numerous links to outside sources: <https://www2.tulane.edu/equity/title-ix-sexual-violence-2014.cfm>

Use of Flowcharts

A number of institutions have promulgated user-friendly flowcharts and similar devices to better illustrate their Title IX policies. The following are some examples:

- **Auburn University**
 - Flowchart illustrating investigative process: http://www.auburn.edu/administration/aaeeo/title-ix/process_flowchart.pdf
- **Colorado State University**
 - Flowchart illustrating investigative process: <http://www.supportandsafety.colostate.edu/process>
- **Emory University**
 - Flowchart illustrating investigative process: http://sexualmisconductresources.emory.edu/what_to_know/flowchart.html

Q & A or FAQ Sections

A number of institutions have promulgated user-friendly Q&A or FAQ sections relevant to various aspects of their Title IX policies. The following are some examples:

- **Auburn University**
 - Multiple FAQ sections, including this one for employees: <http://auburn.edu/administration/aaeeo/title-ix/fag/employees.html>
 - And this one about the disciplinary process: <http://auburn.edu/administration/aaeeo/title-ix/fag/disciplinary.html>
- **Mississippi State**
 - FAQ Section: <https://www.oci.msstate.edu/focus-areas/title-ix-sexual-misconduct/fag/>
- **Purdue University**
 - Compliance Guide for Mandatory Reporters includes both Q&A section and a flowchart: <http://www.purdue.edu/titleix/complianceGuide/index.html>

Other Guides/Resources

- **University of Alabama**
 - Has a guide outlining what to do and who to contact after an incident of sexual assault: <https://eoo.uga.edu/focus-on/what-do-if-you-or-someone-you-know-has-been-sexually-assaulted>
- **Tulane University**
 - Has a guide outlining what to do and who to contact after an incident of sexual violence. <http://www.titleix.tulane.edu/get-help-now/>

Appendix 6: Mandatory Reporting Obligations

(available at: <http://titleix.cornell.edu/reporting/staff-and-faculty-duty-to-consult/>)

STAFF AND FACULTY DUTY TO CONSULT

Office of the Title IX Coordinator

150 Day Hall, Ithaca, New York 14853

Email: titleix@cornell.edu; Phone: 607.255.2242; Web: titleix.cornell.edu

Consult Online: biasconcerns.cornell.edu (online report form)



What is the Duty to Consult?

- It is University policy that Cornell faculty and staff, (with important confidential exceptions) are required to consult with the Title IX Coordinator or a Deputy Title IX Coordinator when they become aware of an alleged incident that if true might be prohibited conduct under Policy 6.4 involving a student.
- Be prepared with the name, date, time, location, and description of incident (if known).

[See Cornell University, Policy 6.4]

Prohibited Student Conduct:

- Dating Violence
- Domestic Violence
- Sexual Assault
- Sexual Exploitation
- Sexual Harassment
- Gender-Based Harassment
- Stalking
- Retaliation

Confidential Resources:

- Gannett Health Services
- Faculty and Staff Assistance Program
- Cornell United Religious Work Chaplains
- Cornell Victim Advocates
- Director of Women's Resource Center
- Director of LGBT Resource Center
- University Ombudsman

Cornell University is committed to providing a safe and nondiscriminatory environment for all members of the Cornell community. Cornell University will not tolerate gender-based harassment, sexual harassment, sexual assault, domestic and dating violence, stalking, sexual exploitation, or other forms of sexual misconduct committed by or against students, staff, or faculty.

We share the responsibility for creating a safer, more caring campus culture in which bias, harassment, and violence have no place—and every member of our community is free to flourish. Cornell University complies with applicable state and federal statutes, including Title IX of the federal Higher Education Amendment of 1972, which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial aid. Sexual assault and sexual harassment are forms of sex discrimination prohibited by Title IX.

What Happens When You Consult with the Title IX Coordinator?

- Written explanation of student rights, options, and the process.
 - Care & Concern Email from the Title IX Coordinator
 - Informational meeting (if they choose)
- Assistance accessing services and accommodations:
 - Counselling, advocacy, or medical services
 - Academic support and accommodations (class schedules)
 - Job assignments and accommodations (work schedules)
 - Campus housing
 - Escort and transportation services
- Protective measures including:
 - "No-contact" orders
 - Temporary suspension (if a formal complaint occurs)

What Does Not Happen?

When staff or faculty consult with the Title IX Office, it does not trigger:

- A report to the Police
- Contact with Parents, Coaches, Advisors etc.
- A Formal Complaint or Notice to any other Party

We strongly support a complainant's desire for confidentiality or decision not to pursue resolution under Policy 6.4.

If they decide not to file a complaint, the University will honor the request, as long as doing so does not impact the University's ability to provide a safe and non-discriminatory environment.

Best Practices if a Student Reports to You:

- Listen fully and allow for silence; you don't have to talk every time they stop talking.
- Ask how you can help.
- Remind the student that the incident is NOT their fault.
- Work with the Title IX Coordinator to connect students to resources they may need immediately for their health and safety and/or to preserve evidence, including medical assistance, counseling, or law enforcement.
- Support students in making decisions about whom to tell and how to proceed.
- Offer to accompany them in seeking medical care or counseling, or in contacting the police, but do NOT insist.
- Accept the wide range of feelings and experiences a student may have, including shock, denial, sleeplessness, intrusive memories or thoughts about the incident, inability to focus, and feelings of guilt, despair, depression, fear, anxiety, self-blame, and anger.



If a Student Reports Prohibited Conduct to You, Tell the Student:

Privacy:

"All Cornell offices and employees who cannot guarantee confidentiality will maintain your privacy to the greatest extent possible. The information you provide to a nonconfidential resource will be relayed only as necessary for the Title IX Coordinator to investigate and/or seek a resolution."

Your Rights Statement:

"You have the right to make a report to Cornell University Police, local law enforcement, and/or state police or choose not to report; to report the incident to Cornell; to be protected by Cornell from retaliation for reporting an incident; and to receive assistance and resources from Cornell."

Appendix 7: Confidentiality

Sample Language for Reporting and Confidentially Disclosing Sexual Violence:

- White House Task Force to Protect Students from Sexual Assault, April 2014:
<https://www.justice.gov/file/910281/download>

University Websites Explaining Who May Receive a Confidential Report:

- **University of Alabama:**
 - https://eoo.uga.edu/sites/default/files/sar_resources_chart_1.pdf
- **University of Texas:**
 - <https://titleix.utexas.edu/resources/>
- **MIT**
 - <https://titleix.mit.edu/resources/confidential>

Potentially Conflicting Professional Obligations

- **Lawyers:** MRPC Rule 1.8: Duties to Prospective Client
 - http://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_18_duties_of_prospective_client.html

Appendix 9: Conflicts of Interest

Columbia Southern University

(available at: <http://www.columbiasouthern.edu/downloads/pdf/licensure/titleix.aspx>)

Under “Statement of Reporting Party’s Rights”

“The right to petition that any CSU representative in the process be recused on the basis of demonstrated bias or conflict-of-interest;”

Under “Statement of Responding Party’s Rights”:

“The right to petition that any CSU representative be recused from the resolution process on the basis of demonstrated bias and/or conflict-of-interest;”

Macalester College

(available at: <http://www.macalester.edu/titleix/sexualmisconductpolicy/>)

This policy addresses conflicts of interest in a few places:

1. *Responsibilities of the Title IX Coordinator include:*

“Evaluating allegations of bias or conflict of interest relating to procedures outlined in the policy;”

2. *A Conflicts Section*

“If a complainant or respondent has any concern that any individual acting for the College under this policy has a conflict of interest or bias, such concern should immediately be reported in writing to the Title IX Coordinator. Any concern regarding a conflict of interest or bias must be submitted within two (2) days after receiving notice of the person’s involvement in the process. The Title IX Coordinator or the Title IX Coordinator’s designee(s) will review the concerns and take appropriate steps to ensure that no conflicts of interest exist on the part of anyone investigating or resolving a complaint under this policy. If the Title IX Coordinator has a conflict of interest with respect to a complaint, the College’s Dean of Students/Deputy Title IX Coordinator shall appoint an alternate person to oversee adherence to the Sexual Misconduct Policy with respect to the complaint at issue. If the Dean of Students/Deputy Title IX Coordinator is a party to the complaint or has a conflict of interest with respect to a complaint, the Associate Dean of Students/Deputy Title IX Coordinator shall ensure that the College

puts in place appropriate safeguards under the circumstances to ensure that the institution promptly and equitably responds to the complaint, including, but not limited to, appointment of alternate individuals to oversee adherence to the Sexual Misconduct Policy.”

3. *A section about the investigation*

A. Investigation

The Title IX Coordinator or the Title IX Coordinator’s designee(s) will designate one or more investigators. The College will ensure that the investigator(s) has received the appropriate training, and is impartial and free of any conflict of interest. The parties shall receive written notice of the investigator(s) appointed. If any party has a concern that the investigator(s) has a conflict of interest, the party should report the concern in writing as indicated in the “Conflicts” section above.

University of Georgia

(available at: <https://eoo.uga.edu/policies/sexual-misconduct-policy>)

4.1.7.7 Recusal/Challenge for Bias

Any party may challenge the participation of any institution official or employee in the process on the grounds of personal bias by submitting a written statement to the institution’s designee setting forth the basis for the challenge. The written challenge should be submitted within a reasonable time after the individual reasonably should have known of the existence of the bias. The institution’s designee will determine whether to sustain or deny the challenge, and if sustained, the replacement to be appointed.

University of Illinois Springfield

(available at: <http://www.uis.edu/titleix/title-ix-sexual-misconduct-policy/>)

Section 9. Conflicts of Interest

Persons conducting functions pursuant to this policy must be free from conflicts of interest and bias for or against any party. UIS officials having a conflict of interest or bias in a particular case must recuse themselves from taking part in the complaint resolution process and notify the appropriate UIS or University of Illinois official so that a substitute can be designated. Similarly, either party to a complaint may request a substitution for an official with authority to make a finding or impose a sanction in their proceeding if the participation of the official poses a conflict of interest. See Appendix J.

For additional information on how certain conflicts of interest are resolved, see Appendix M.

Appendix M addresses what do to if the accused party is the Title IX Coordinator or the Chancellor.

Yeshiva University, Albert Einstein College of Medicine

(available at: <https://www.einstein.yu.edu/docs/administration/policies/non-discrimination-and-anti-harassment-policy.pdf>)

If applicable, where a Panel Member is unable or unwilling to undertake the review of a complaint, for example because of a conflict of interest, the Title IX Coordinator will select another Panel Member. In addition, at the reasonable request of a party to the complaint (for example, because of a conflict of interest), the Title IX Coordinator will select another Panel Member or mediator (as applicable). Where acceptable to both parties, the Panel Member(s) involved may request that an additional Panel Member(s) and/or the Title IX Coordinator be present for the discussions.

Appendix 12: ACT 172

Overview of the Act and Some Problems with its Current Implementation at LSU

I. REQUIREMENTS OF THE ACT

ACT 172 of the 2015 Legislative Sessions is comprised of two parts. The first portion of the Act requires that, when funding is available, public postsecondary education institutions must administer an annual, anonymous sexual assault climate survey to the students. Student participation must be voluntary, and students cannot face negative consequences for declining to participate. The Board of Regents develops the survey and the procedures for administration of the survey, and the Act suggests using a survey developed by the Center on Violence Against Women and Children at the Rutgers University School of Social Work as a model. The results of the survey must be in a written report submitted to the Governor and the Legislature, as well as published on the board's website.

The second portion of the Act is known as the Campus Accountability and Safety Act ("CASA"), and applies to public postsecondary education institutions that receive certain types of funding. The CASA has two main substantive parts: Coordination with local law enforcement, and campus security policy.

A. Coordination with Law Enforcement

The section regarding coordination with local law enforcement provides that each institution and all law enforcement agencies located with the parish of the institution must enter into a memorandum of understanding to clearly delineate responsibilities and share information. This memorandum must specifically include how to address sexually-oriented criminal offences occurring against students, but can encompass other crimes as well. The memorandum must be updated every two years. The memorandum must include: protocols of investigative responsibilities; standards for notification and communication and measures to promote evidence preservation; agreed-upon training for issues related to sexually-oriented criminal offenses; and methods of sharing general information in order to improve campus safety. Law enforcement agencies must include information on its police report regarding the status of victim as a student.

B. Campus Security Policy

The section regarding the campus security policy provides that the institution must establish uniform policies and best practices to address reporting sexually-oriented criminal offenses on campus, prevention of such crimes, and the medical and mental health required for victims. This includes confidential advisors, information on the institution's website, online reporting, an amnesty policy, training, and an inter-campus transfer policy.

1. Confidential Advisors

The CASA mandates that institutions designate individuals to will serve as confidential advisors. These confidential advisors can be anyone, and the act suggests that health care staff, clergy, staff of a women's center, and any victim services organizations serve in these positions. Confidential advisors must be trained to address issues specific to sexually-oriented crimes, and the attorney general in collaboration with the Board of regents shall develop these online training materials in addition to the standard training.

The confidential advisor must be trained to inform the victim of seven things: (1) rights of the victim under federal and state law school policies, (2) victim's reporting options, including notifying the institution or notifying local law enforcement, (3) any reasonably foreseeable consequences of the various reporting options, (4) the investigation process and disciplinary process of the institution, (5) the investigation and adjudication process of local law enforcement, (6) the limited jurisdiction, scope, and sanctions of the school's disciplinary proceeding, (7) reasonable accommodations the institution may be able to provide, (8) information on the nearest medical facility to have a rape kit administered by a trained individual, as well as transportation and reimbursement information.

Confidential advisors can serve as an advocate for victim when the victim has been fully informed of the process for reporting and has requested the advisor act as advocate in writing. Confidential advisors must be authorized to be able to work with the institution to arrange reasonable accommodations, and accompany victims to interviews and campus proceedings. Confidential advisors must provide written information of victim's rights and institution's responsibilities regarding protective orders and advise the victim. Confidential advisors cannot be obligated to report crimes to the institution or law enforcement, and reasonable accommodations requested by a confidential advisor cannot trigger an investigation by the institution. Each institution must have an adequate number of confidential advisors based on its size.

2. Website

The LSU website must list seven things: (1) contact information for obtaining a confidential advisor, (2) reporting options for victims, (3) process of investigation and disciplinary proceedings, (4) process of investigation and adjudication of law enforcement, (5) potential reasonable accommodations, (6) contact information for hotlines, updated on a timely basis, and (7) the name and location of the nearest medical facility where a rape kit can be administered by a trained individual.

3. Online Reporting

Institutions are encouraged to provide anonymous online reporting system in order to collect patterns of crime on campus.

4. Amnesty Policy

The institution cannot sanction a student who reports in good faith any type of sexual violence. Furthermore, if a student is reporting in good faith, he or she cannot be sanctioned for related non-violent crimes such as underage drinking that may be revealed in the course of a report.

5. Training

The Board of Regents, coordinating with the attorney general and victim services organization, must develop a program to train everyone who is involved in implementing these procedures, specifically those that will be interviewing witnesses or resolving complaints.

6. Inter-campus Transfer Policy

The Board of Regents must require that institutions communicate with each other regarding the transfer of students that have been found in violation of sexually oriented criminal offenses. The Board must also require that institution withhold transcripts of students seeking a transfer during pending disciplinary action relative to sexually oriented offenses.

LSU'S COMPLIANCE

Using PM-73 and the LSU website as references, this memorandum attempts to highlight the areas the workgroup identified as needing further attention by LSU.

A. Memorandum of Understanding

A cursory internet search revealed no information regarding a memorandum of understanding ("MOU") between LSU and local law enforcement. This memorandum of understanding is a requirement of the Act and is mandated by PM-73. LSU is currently not in compliance if they have not entered into an MOU with local law enforcement.

LSU cannot be held liable if law enforcement refuses to enter into an MOU. Furthermore, the school could possibly have entered into an MOU that is not yet available to the public. If the school has entered into an MOU, then it should be made available to the public. In particular, the MOU may serve as a resource to confidential advisors—who are required to educate victims on their rights and the investigative processes. Doing this requires a complete knowledge of how the university and law enforcement intend to interact.

B. Campus Security Policy

Act 172 requires campuses to establish uniform policies and best practices to address reporting, prevention, and medical and mental health resources for sexually oriented criminal offenses including confidential advisors, information on the institution's website, online reporting, an amnesty policy, training, and an inter-campus transfer policy. PM-73 and the LSU Website serve many of these purposes such as information on resources, online reporting, an amnesty policy, and inter-campus transfer policy. However, there is still no publication of best practices for addressing reporting and much of this information is difficult for survivors and advocates to understand. It is possible that the campus has trained the Lighthouse advocates on all of these issues and on the best practices, but it is not clear that there are uniform policies, and these practices are not made clear to the public. Advocates that may be working for local organizations or a victim that is hesitant to approach an advocate would have no way of knowing how these complaints are handled or the best way to report.

C. Confidential Advisors

PM-73 defines a confidential advisor in a way that seems to comply with CASA. PM-73 also provides that confidential advisors are allowed to accompany complainants to each phase of the investigation process. However, it is unclear who the confidential advisors are on this campus.

The remainder of CASA's imperatives for confidential advisors addresses the advisor's duties to inform victims and their training. This seems to fall outside of the scope of this workgroup.

The most problematic aspect of the confidential advisors is that CASA requires that they be able to request reasonable accommodations for the victims, and that the request for reasonable accommodations cannot trigger an investigation. It is unclear whether these victim's advocates listed by the Lighthouse have this ability. Further, PM-73 states that once a responsible person receives actual notice of a complaint they must notify the Title IX Coordinator and an investigation must begin. Victims advocates are not considered "responsible persons" who have an obligation to report, but it is difficult to see how these advocates are going to request reasonable accommodations without notifying another "responsible person" that there has been a violation. Therefore, it seems impossible to reconcile the provision of CASA, which is meant to provide protective measures for victims, with the provision of PM-73 that requires notifying the Title IX Coordinator.

D. Website

CASA requires that the school website describe the process of investigation and disciplinary proceedings. While PM-73 and the Student Handbook are both posted to LSU's website, it is not stated anywhere on the Lighthouse page or another page a simple, understandable explanation of how the disciplinary proceedings are performed. CASA also requires the website to contain a description of the process of investigation and adjudication of law enforcement. This information also could not be found on the website.

The website did provide required information such as potential reasonable accommodations, contact information for hotlines, and information on how to find the name and location of the nearest medical facility where a rape kit can be administered by a trained individual. The main issue with LSU's website is that all of this information is spread out and difficult for anyone to actually find. Addressing all of these issues in a simple way in one location is best practice for victims, and LSU should not only be clearer about the disciplinary process, but also make that process and other information easy for victims to find.

E. Training

LSU has training procedures in place, but these procedures do not seem to be public. Although the Act does not explicitly require these procedures to be public, transparency may be enhanced if they are made public.

Appendix 13: Academic Freedom

The following provisions are sample provisions from other institutions relating to academic freedom that may be helpful in including such a provision in PM-73.

University of Alabama:

(available at: <http://titleix.ua.edu/sexual-misconduct-policy.html#academic%20freedom>)

In cases of alleged prohibited sexual misconduct, the protections of the First Amendment must be considered if issues of speech or artistic expression are involved. Free speech rights apply in the classroom and in all other educational programs and activities of public institutions, and First Amendment rights apply to the speech of students and employees. Great care must be taken not to inhibit open discussion, academic debate, and expression of personal opinion, particularly in the classroom. Nonetheless, speech or conduct of a harassing, sexual, or hostile nature that occurs in the context of educational instruction may exceed the protections of academic freedom and constitute prohibited harassment if it meets the definition of sexual misconduct and (1) is reasonably regarded as non-professorial speech (i.e. advances a personal interest of the student or faculty member as opposed to furthering the learning process or legitimate objectives of the course), or (2) lacks an accepted pedagogical purpose or is not germane to the academic subject matter.

* * *

In the event of any conflict, the Sexual Misconduct Policy found on the University's Title IX website will govern:

www.titleix.ua.edu/sexual-misconduct-policy. The Sexual Misconduct Policy does not create a contract or quasi-contract between the University or any University employee and any individual that may be affected by the Policy.

University of Georgia

(available at: <https://eoo.uga.edu/policies/non-discrimination-anti-harassment-policy>)

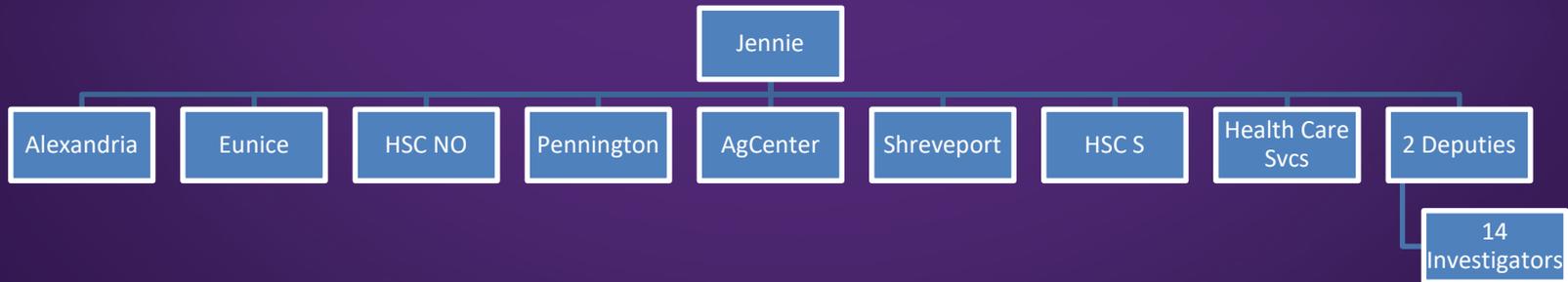
The University is committed to protecting, maintaining and encouraging both freedom of expression and full academic freedom of inquiry, teaching, service, and research. Academic freedom and freedom of expression shall be strongly considered in investigating complaints and reports of discrimination or harassment, but academic freedom and freedom of expression will not excuse behavior that constitutes a violation of the law or this Policy.

Exhibit M
Title IX Structure and Needs
Presentation



Title IX Structure and Needs

Current Structure



*Most campuses our CC is also our investigator

2015/16 By The Numbers

- 131 Investigations (all campuses)

Pennington, HCS 0

Alexandria, 1

HSC NO 1

AgCenter 2

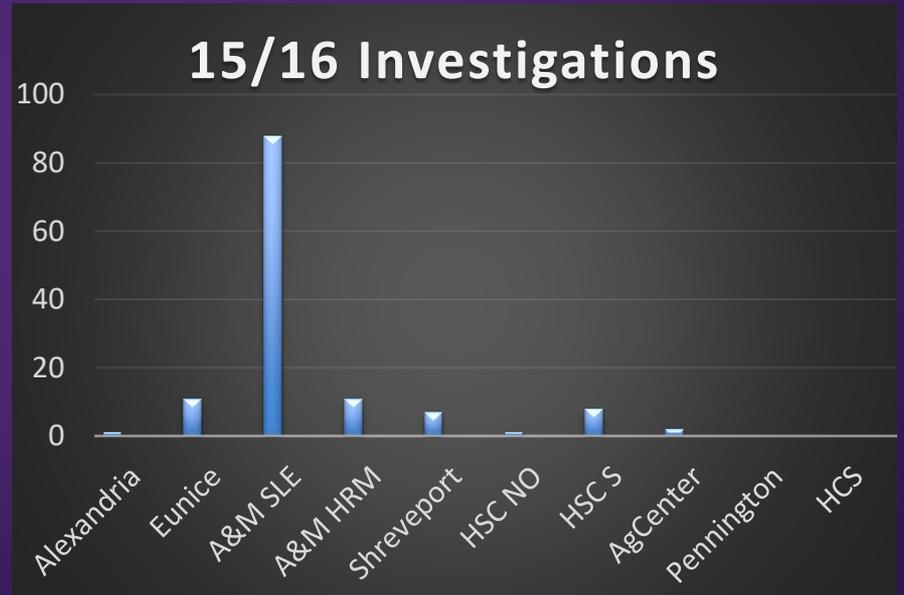
Shreveport 7

HSC S 8

Eunice, A&M HSC 11

A&M SLE 88

A&M HRM 11



Current Numbers

- 131 cases (all campuses)
- 1,709.25 investigative staff hours = \$41,087 (based on \$50K salary)
 - 13.25 hours per case (very low estimate, area of risk)
- \$22,500 add comp/year (Spring/Summer 16)
- \$32,000 fall/spring 16/17
- \$20K training per year
- \$93,087 Total current dollar cost

What is holding us back?

- Specialists – regular and ongoing training
- Varying levels of training, skill and availability
 - Interview techniques, report writing
 - Serving the needs of our community
- Non-sustainable model
 - \$20K training opportunity yielded poor retention (14/40)
 - 7 investigators for anticipated 90 cases (SLE and LSU A and M)
 - Mental stress and exhaustion (doing more than 1 job)
 - CC's on other campuses are also investigating
 - Emotional toll on our staff

Campus Comparison

- TX A&M — Rick (system), **campus** based TIX Coor and Investigator system.
8-12K is tipping point
- Baylor (all staff in TIX Office) 16,600 stu pop
 - Coor, Sr Deputy Coor, 1 Investigators, 1 Case Manager, Training and Prevention Spec, Admin Asst, External Adj
- Texas Tech — (staff housed elsewhere) 35,900 stu pop
 - TIX Coor is OGS, 1 lead and 3 investigators (making pitch for 4th) housed in ODOS
- Kansas — Office of Institutional Opportunity and Access (all CR Complaints) 28,100
 - Director plus 3 investigators (making pitch for 4th)

Campus Comparison

- Minnesota – Office of Equal Opportunity and AA 51,200 student pop
 - Reports to AVP, then VP, then President
 - 1 Director, 5 Associates (do investigation), Admin Asst
- Oklahoma – Instit Equity Office 37,000 (all campus student pop)
 - University Equal Opp and TIX Officer, Asst TIX Coor, TIX Investigator, Equity Investigator, Admin Asst (ALL CAMPUSES)
 - Each campus has a TIX Campus Coor
 - Shared investigative, centralized model

Needs Analysis

- **1 for 8-12,000** (this is the number folks are finding as the standard, Rick Olshak, Scott Lewis)
- Enterprise need 5-6
- Housed in BR (1 lead, 4-5 investigators)
- Dispatched to campuses to work with Campus Coordinators, as needed
- Title IX Office – later may include other civil rights issues (ADA, especially)

Risks/Benefits

- Ad hoc is a stop gap
- Continuity and consistency
 - Student and employee experience
 - Across campuses
- Specialists
- Best trained and best practiced
- Necessary time to dedicate
- Avoid potential costs
 - Litigation, damages, reputation costs, lost enrollment, media address, harm to folks who've chosen LSU

Proposed Structure

Title IX Coordinator

Campus Coordinators

Investigation Logistics
Awareness of Process, Guidance
Service to Campus Community
Education
Compliance

Lead Investigator

Investigators
Content, Interview, Report
Outcome and Adjudication
Specialists in their area

Proposed Structure and Investment

- 1 lead investigator \$65,000 (first hire)
- 4/5 investigators (@\$50 each, range \$45-55K) \$200-250,000
- Initial Training \$4k/investigator \$20,000
- Travel (for investigation) \$10,000 (high estimate)
- 2 Grad assistants (@ \$1,700/mo/10 mos) \$34,000
 - Training, education and outreach
 - Data Collection, Data Analysis and Research (benchmarking, case law)
- Total Minimum Request \$329,000
- Other costs – ongoing training (webinars, seminars)

Timeline

- Lead (Early Spring 2017)
- Investigators (Later Spring 2017)
- Summer 2017 ATIXA campus based training
 - Investigators and CC partners
 - CC's
 - Adjudicators (Panels, Conduct Folks, HRM Folks)
- Fall 2017 implementation of new model (Coincides with implementation of Task Force recommendations)
- Fall 2018 data available for professional investigator model
- Fall 2019 possible move to oversee all civil rights issues (adding ADA)

Exhibit N
Outcomes Guide

10. 1 Academic Misconduct – Undergraduate Students

All responsible students in this category will have a transcript notation for the duration of the probationary period

**If behavior is more aligned with ethics and decision making- assign Ethics and Decision Making video review or EDMC.*

	1 st Violation	2 nd Violation	3 rd Violation
A. Collaboration	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic or Ethics and Decision Making Video Review or EDMC*	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
B. Collusion	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic or Ethics and Decision Making Video Review or EDMC*	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
C. Copying	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic or Ethics and Decision Making Video Review or EDMC*	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
D. Failure to Follow Course Requirements	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic Moodle Module*	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course

	1 st Violation	2 nd Violation	3 rd Violation
E. False Information	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Ethics and Decision Making Video Review or EDMC	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
F. Misrepresentation	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Ethics and Decision Making Video Review or EDMC	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
G. Other Academic Misconduct	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic or Ethics and Decision Making Video Review or EDMC*	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
H. Plagiarism	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic or EDMC* OR Academic Assignment Resubmission	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course
I. Unauthorized Materials	Disciplinary Probation w/o Restriction (2 semesters) Zero on assignment (some cases, drop the overall letter grade by one letter) Academic or Ethics and Decision Making Video Review EDMC*	Disciplinary Probation WITH Restriction (2 semesters) Zero on assignment and drop the overall letter grade by one letter Commitment to Community Class	Deferred Suspension until graduation Fail the course

10.1 Academic Misconduct- Graduate Students

All responsible students in this category will have a transcript notation for the duration of the probationary period

**If behavior is more aligned with ethics and decision making- assign Ethics and Decision Making video review or EDMC.*

	1 st Violation	2 nd Violation
A. Collaboration	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC*	Suspension (minimum 2 semesters) Fail the Course
B. Collusion	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC*	Suspension (minimum 2 semesters) Fail the Course
C. Copying	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC*	Suspension (minimum 2 semesters) Fail the Course
D. Failure to Follow Course Requirements	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC*	Suspension (minimum 2 semesters) Fail the Course
E. False Information	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter EDMC	Suspension (minimum 2 semesters) Fail the Course

	1 st Violation	2 nd Violation
F. Misrepresentation	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter EDMC	Suspension (minimum 2 semesters) Fail the Course
G. Other Academic Misconduct	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC*	Suspension (minimum 2 semesters) Fail the Course
H. Plagiarism	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC* OR Academic Assignment Resubmission	Suspension (minimum 2 semesters) Fail the Course
I. Unauthorized Materials	Deferred Suspension (minimum 2 semesters) Zero on assignment and drop overall letter grade by one letter Academic or EDMC*	Suspension (minimum 2 semesters) Fail the Course

Drop of a letter grade means a full letter with the plus/minus grading (ex. Student earned B+ and the grade would be dropped to a C+)

10.1 Academic Misconduct- Independent Distant Learning Students

No probationary status or educational activities are assigned due to the nature of the student's enrollment

	1 st Violation (One Assignment)	1 st Violation (Two or More Assignments)	2 nd Violation
A. Collaboration B. Collusion C. Copying D. Failure to Follow Course Requirements E. Other Academic Misconduct F. Misrepresentation G. Other Academic Misconduct H. Plagiarism I. Unauthorized Materials	Zero on the assignment	Zero on the assignments AND drop overall letter grade by one letter	Zero in the class

10.2 Behavioral Misconduct

Section 10.2A- Alcohol

Students found responsible, under 21 in this section must be assigned a referral to SHC or Psych Services, unless discussed with your supervisor

	1 st Violation	2 nd Violation	3 rd Violation
Simple Possession &/or Consumption Student <u>Under</u> the age of 21	Disciplinary Probation w/o Restriction (2 semesters) Referral to LSU Health and Wellness- Alcohol Brief Intervention Alcohol Survey Ethics and Decision Making Video Review or EDMC	Disciplinary Probation WITH Restriction (2 semesters) Referral to LSU Psychological Services LSU Commitment to Community Essay or Commitment to Community Class	Deferred Suspension <i>until</i> Graduation

	1 st Violation	2 nd Violation	3 rd Violation
Simple Possession &/or Consumption Student <u>over</u> the age of 21	Disciplinary Probation w/o Restriction (2 semesters) LSU Commitment to Community Essay or Ethics and Decision Making Video Review	Disciplinary Probation WITH Restriction (2 semesters) Referral to LSU Psychological Services LSU Commitment to Community Essay or Commitment to Community Class	Deferred Suspension <i>until</i> Graduation
Endangering Consumption & excessive quantity of possession Examples: DWI & DUI, Student transported or unresponsive; Common source Alcohol	Deferred Suspension (2 semesters) Referral to LSU Psychological Services Commitment to Community Class	Deferred Suspension until Graduation or Suspension Full Substance Abuse Panel	Suspension
Distribution of Alcohol	Disciplinary Probation WITH Restriction (2 semesters) EDMC	Deferred Suspension until Graduation LSU Commitment to Community Essay or Commitment to Community Class	Suspension

10.2C- Coercive Behavior

	1 st Violation	2 nd Violation	3 rd Violation
An act by an individual or group, explicit or implicit condition for initiation/admission/affiliation/continued membership in group, w/ or w/o consent, could demean, disgrace, humiliate, or degrade a student, could result in extreme embarrassment or affect mental health or dignity, line-ups, scavenger hunts and personal servitude	Disciplinary Probation w/o or WITH Restriction (1-2 semesters) Restitution (if applicable) Letter to Future Self or LSU Commitment to Community Essay, SHC Healthy Relationships	Deferred Suspension or Suspension (2 semesters) Referral to Health & Wellness/Mental Health/ Psychological Services, Restitution, Commitment to Community Class	Suspension or Expulsion

10.2C- Complicity

	1 st Violation	2 nd Violation	3 rd Violation
Attempting to Commit, Being Involved, Partnership, Implication, Manipulation	Disciplinary Probation w/o or WITH Restriction (1-2 semesters) EDMC or LSU Commitment to Community Essay or Letter to Future Self	Disciplinary Probation WITH Restriction Deferred Suspension (1-2 semesters) Commitment to Community Class or Letter to Future Self	Deferred Suspension <i>until</i> Graduation or Suspension

10.2D- Computer Misuse

	1 st Violation	2 nd Violation	3 rd Violation
Unauthorized access, alteration of computer equipment, failing to comply with laws, license agreements, contracts governing software, using University computing resources for prohibited activities, or ANY VIOLATION OF LSU COMPUTER POLICIES	Disciplinary Probation w/o Restriction (1-2 semesters) Deferred suspension of computer privileges EDMC or Code of Student Conduct Policy Review or LSU Commitment to Community Essay	Disciplinary Probation WITH Restriction (1-2 semesters) Denial/loss of computer privileges Commitment to Community Class	Suspension

10.2E- Disorderly Conduct

	1 st Violation	2 nd Violation	3 rd Violation
Impairs or interferes with orderly functions or processes of LSU	Disciplinary Probation w/o or WITH Restriction (1-2 semesters) Restitution Ethics and Decision Making Video Review or EDMC or LSU Commitment to Community Essay	Deferred Suspension or Suspension (2 semesters) Referral to Health & Wellness/Mental Health/ Psychological Services Restitution Commitment to Community Class or Letter to Future Self	Suspension or Expulsion

Section 10.2F- Disruption/Obstruction

	1 st Violation	2 nd Violation	3 rd Violation
<p>Disruption of teaching, administration, etc. (see code)</p> <p>Example: Disrupting the learning process</p>	<p>Disciplinary Probation w/o or WITH Restriction (2 semesters)</p> <p>LSU Commitment to Community Essay or Ethics and Decision Making Video Review</p>	<p>Disciplinary Probation WITH Restriction or Deferred Suspension for (2 semesters or <i>until</i> Graduation) or Suspension</p> <p>Referral to SHC/Mental Health/ Psychological Services</p> <p>Commitment to Community Class</p>	<p>Suspension or Expulsion</p>

Section 10.2G- Drugs

Students found responsible in this section must be assigned a referral to Psych Services*, unless discussed with your supervisor!!

	1 st Violation	2 nd Violation	3 rd Violation
<p>Possession/Paraphernalia &/or Use OR in the Presence of Possession/Use</p> <p>Sanctioning considerations for all violations include:</p> <ul style="list-style-type: none"> • How the violation was committed • The amount and nature of the drug(s) involved • The level of knowledge and the intent of the student • Prior disciplinary history of the student 	<p>Disciplinary Probation WITH Restriction (2 semesters)</p> <p>Marijuana Survey*</p> <p>SHC 1st Time Marijuana Referral* or Referral to Psychological Services</p> <p>Ethics and Decision Making Video Review or LSU Commitment to Community Essay or EDMC</p> <p><i>* if drug is marijuana</i></p>	<p>Disciplinary Probation or Deferred Suspension (<i>until</i> Graduation) or Suspension</p> <p>Referral Psychological Services</p> <p>Commitment to Community Class or Letter to Future Self</p>	<p>Suspension or Expulsion</p>

	1 st Violation	2 nd Violation	3 rd Violation
Significant Levels of Possession/Paraphernalia &/or Use	Deferred Suspension (<i>until</i> Graduation) Referral to Psychological Services LSU Code of Student Conduct Essay or Commitment to Community Class	Suspension	Expulsion
Furnishing, distribution or manufacture	Suspension (2 semesters), Upon Return: Deferred Suspension (2 semesters) Substance Abuse Assessment prior to return	Expulsion	N/A

Section 10.2H- Endangerment

	1 st Violation	2 nd Violation	3 rd Violation
Physical Abuse, Threat, Force against self or others Example: minor altercation, pushing, shoving, or threat of force	Disciplinary Probation WITH Restriction (2 semesters) EDMC Moodle Module or LSU Commitment to Community Essay or Letter to Future Self Referral to SHC for Healthy Relationships/Anger Mgmt. (if appropriate) No Contact Directive	Deferred Suspension (2 semesters); followed by Disciplinary Probation WITH Restriction (2 semesters) Commitment to Community Class No Contact Directive, Loss of Violation to appropriate area if necessary	Suspension or Expulsion
Severe Physical Abuse, Threat, Force against self or others Example: group altercation, group threat of force, hazing-like behavior	Deferred Suspension (2 semesters); followed by Disciplinary Probation WITH Restriction (2 semesters) Commitment to Community Class No Contact Directive	Suspension	

Section 10.2I- Failure to Comply

	1 st Violation	2 nd Violation	3 rd Violation
Defying the order of any University policy, contract, mandate or rule Example: Non-compliance with University rule; Failure to appear in meeting when requested; Failure to complete outcome by given deadline	Disciplinary Probation w/o Restriction (1-2 semesters) LSU Commitment to Community Essay or Ethics and Decision Making Video Review or LSU COVID Guidelines Moodle module	Disciplinary Probation WITH Restriction or Deferred Suspension (2 semesters) Commitment to Community Class	Deferred Suspension (2 semesters) or Suspension (1-2) semesters

10.2J- False Information

	1 st Violation	2 nd Violation	3 rd Violation
Providing false information to any University official Example: Dishonest in administrative meeting; etc.	Disciplinary Probation WITH Restriction (2 semesters) Ethics and Decision Making Video Review or EDMC	Deferred Suspension (2 semesters) or Suspension	Suspension

10.2K &N- Forgery & Identity Misuse

	1 st Violation	2 nd Violation	3 rd Violation
Altering, Falsifying, misrepresenting documents	Disciplinary Probation WITH Restriction (1-2 Semesters) Ethics and Decision Making Video Review or LSU Policy Review or EDMC	Deferred Suspension (2 semesters) Commitment to Community Class	Suspension or Expulsion
ID Misuse (ex: Football game entry, UREC entry, dining facilities)	Warning (2 semesters) Identification Misuse Essay	Disciplinary Probation w/o or WITH Restriction (2 semesters) Commitment to Community Class	Deferred Suspension (2 Semesters) or Suspension

10.2L- Harassment

	1 st Violation	2 nd Violation	3 rd Violation
Harassment (of any nature)	Disciplinary Probation WITH Restriction (2-4 semesters) or Deferred Suspension (2 semesters) Referral to SHC for Healthy Relationships EDMC or LSU Commitment to Community Essay No Contact Directive	Deferred suspension (<i>until</i> Graduation) or Suspension; Referral to Mental Health/ Psychological Services Commitment to Community Class No Contact Directive	Suspension or Expulsion
Harassment that is sexual in nature or involves bias or discrimination	Disciplinary Probation With Restriction <i>until</i> Graduation; or Deferred Suspension or Suspension; or Expulsion; Class-only Restriction; Referral to Mental Health/ Psychological Services; EDMC Moodle Module; No Contact Directive	Suspension or Expulsion No Contact Directive	Expulsion

10.2M- Hazing

	1 st Violation	2 nd Violation	3 rd Violation
Hazing (See Code for complete definition) Participation in or Involvement in planning	Suspension (1-2 years) *minimum of 1 semester; Upon Return: Disciplinary Probation WITH Restriction (2 semesters) Upon return: Psychological evaluation to be readmitted (if applicable)	Expulsion	N/A

10.2O- Improper Sales & Solicitation

	1 st Violation	2 nd Violation	3 rd Violation
Solicitation, sale, fundraising, canvassing, distribution or posting of written material without authorization, email, web or printed, selling or purchasing ID, selling or purchasing academic materials	Disciplinary Probation w/o Restriction (2 semesters) Ethics and Decision Making Video Review or EDMC Restitution (if appropriate)	Deferred Suspension (2 semesters); followed by Disciplinary Probation WITH Restriction (2 semesters) Commitment to Community Class Restitution (if appropriate)	Suspension

10.2P-Offensive Behavior

	1 st Violation	2 nd Violation	3 rd Violation
Lewd, indecent, or obscene conduct in a public place, electronically, or overall social media	Disciplinary Probation WITH Restriction for 2-4 semesters Referral to Psych Services No Contact Directive EDMC	Deferred Suspension (<u>4 semesters</u>) or Suspension No Contact Directive Commitment to Community Class	Suspension or Expulsion

10.2Q- Property Misuse

	1 st Violation	2 nd Violation	3 rd Violation
Intentional or Reckless Destruction, defacement or damage of University property or another student's property	Disciplinary Probation w/o Restriction (2 semesters) Ethics and Decision Making Video Review or EDMC or LSU Commitment to Community Essay Restitution (if appropriate)	Disciplinary Probation WITH Restriction (4 semesters or <i>until</i> Graduation) or Deferred Suspension Commitment to Community Class Restitution (if appropriate) Ban from facility in question	Suspension or Expulsion; Restitution

10.2R- Residential Life

	1 st Violation	2 nd Violation	3 rd Violation
Utilized when one (1) or more of the violations listed below may have occurred	<i>Utilize the information within the Grid below for appropriate Outcomes</i>	<i>Utilize the information within the Grid below for appropriate Outcomes</i>	<i>Utilize the information within the Grid below for appropriate Outcomes</i>
Animals	Disciplinary Probation w/o Restriction (1-2 semesters) Removal of Animal; Restitution Fee <ul style="list-style-type: none"> - Minimum \$200 for animals with dander in residence hall - Minimum \$300 for animals with dander in apartment - Variable fee for other animals - Housing Contract Status Review (minimum Deferred Housing Removal) 	Disciplinary Probation WITH Restriction (1-2 semesters) Removal of Animal; EDMC Moodle Module or Commitment to Community Essay; Restitution Fee <ul style="list-style-type: none"> - Minimum \$200 for animals with dander in residence hall - Minimum \$300 for animals with dander in apartment - Variable fee for other animals - Housing Contract Status Review 	Residential Life Direct Administration Action; Referral to SAA or Assistant Director for Conduct, Advocacy, and Policy (Res Life)
Bias Related Actions	Disciplinary Probation without OR WITH RESTRICTION (1-2 semesters); EDMC Moodle Module or Commitment to Community Essay; Housing Contract Status Review (minimum Deferred Housing Removal)	Disciplinary Probation WITH RESTRICTION OR Deferred Suspension (1-2 semesters); Commitment to Community Class; Housing Contract Status Review	Residential Life Direct Administration Action; Referral to SAA or Assistant Director for Conduct, Advocacy, and Policy (Res Life)
Coronavirus, COVID-19, Related Violations	Disciplinary Probation without OR WITH RESTRICTION (1-2	Disciplinary Probation WITH RESTRICTION OR Deferred Suspension (1-2	Residential Life Direct Administration

	<p>semesters);</p> <p>Coronavirus Essay OR Health, Safety and COVID-19 Moodle Module;</p> <p>Housing Contract Status Review (minimum Deferred Housing Removal)</p>	<p>semesters);</p> <p>Wellness & Health Promotion Referral;</p> <p>Commitment to Community Class;</p> <p>Housing Contract Status Review</p>	<p>Action;</p> <p>Referral to SAA or Assistant Director for Conduct, Advocacy, and Policy (Res Life)</p>
Guests & Guest Visitation	<p>Disciplinary Probation w/o Restriction (1-2 semesters)</p> <p>Loss of Guest Privileges within Residential Life Community/Communities (minimum of 2 weeks; maximum of end of Housing Contract)</p>	<p>Disciplinary Probation WITH Restriction (1-2 semesters)</p> <p>Loss of Guest Privileges within Residential Life Community/Communities (minimum of 2 weeks; maximum of end of Housing Contract);</p> <p>EDMC Moodle Module</p>	<p>Disciplinary Probation WITH Restriction or Deferred Suspension (2 semesters)</p> <p>Loss of Guest Privileges within Residential Life communities for remainder of Housing Contract;</p> <p>Commitment to Community Class</p>
Handbook (potential violation of one or more policy outlined within the <i>Living on Campus Handbook</i>)	<p>Disciplinary Probation w/o Restriction (1-2 semesters)</p> <p>EDMC Moodle Module or LSU Code of Student Conduct Essay</p>	<p>Disciplinary Probation WITH Restriction (1-2 semesters)</p> <p>Commitment to Community Class or Commitment to Community Essay</p>	<p>Deferred Suspension (2 semesters)</p> <p>Commitment to Community Class</p>
Health & Safety	<p>Warning (only issued by Residential Life Student Conduct Office);</p> <p>Confiscated Item</p>	<p>Disciplinary Probation w/o Restriction (1-2 semesters)</p> <p>Confiscated Item;</p> <p>EDMC Moodle Module or Commitment to Community Essay</p>	<p>Disciplinary Probation WITH Restriction or Deferred Suspension (1-2 semesters)</p> <p>Confiscated Item;</p> <p>Commitment to Community Class</p>
Housing Contract	<p><i>One of the Following:</i> Deferred Housing Removal; Housing Relocation; Housing Removal</p>	<p><i>One of the Following:</i> Deferred Housing Removal; Housing Relocation; Housing Removal</p>	<p><i>One of the Following:</i> Housing Relocation; Housing Removal</p>

<p>Tobacco/Vaporizer</p> <p><i>Used within Residential Life community</i></p>	<p>Disciplinary Probation w/o Restriction (1-2 semesters)</p> <p>Tobacco-Free Policy Essay</p> <p>Restitution (if applicable)</p> <ul style="list-style-type: none"> - Minimum \$75 if room alarm activated - Minimum \$100 if building alarm activated - Variable fee if damage occurred to Residential Life property 	<p>Disciplinary Probation WITH Restriction (2 semesters)</p> <p>EDMC Moodle Module OR Commitment to Community Essay</p> <p>Restitution (if applicable)</p> <ul style="list-style-type: none"> - Minimum \$75 if room alarm activated - Minimum \$100 if building alarm activated - Variable fee if damage occurred to Residential Life property 	<p>Deferred Suspension (2 semesters)</p> <p>Commitment to Community Class</p> <p>Wellness & Health Promotion Referral</p> <p>Restitution (if applicable)</p> <ul style="list-style-type: none"> - Minimum \$75 if room alarm activated - Minimum \$100 if building alarm activated - Variable fee if damage occurred to Residential Life property
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10.2S- Safety

	1 st Violation	2 nd Violation**	3 rd Violation
<p>Tampering with safety equipment and/or warning system, setting or causing a fire, engaging in dangerous activities contrary to posted or verbal warnings</p>	<p>Disciplinary Probation w/o or WITH restriction (2 semesters)</p> <p>EDMC or LSU Commitment to Community Essay</p> <p>Restitution (if appropriate)</p>	<p>Disciplinary Probation WITH restriction or Deferred Suspension (2 semesters)</p> <p>Commitment to Community Class</p> <p>Restitution (if appropriate)</p>	<p>Suspension or Expulsion</p> <p>Restitution</p>

10.2T- Sexual Harassment

	1 st Violation	2 nd Violation	3 rd Violation
	<p>Disciplinary Probation With Restriction <i>until</i> Graduation; or Deferred Suspension or Suspension; or Expulsion; Class-only Restriction;</p>	<p>Suspension or Expulsion</p> <p>No Contact Directive</p>	<p>Expulsion</p>

	Referral to Mental Health/ Psychological Services; EDMC Moodle Module; No Contact Directive		
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10.2U- Sexual Misconduct

	1 st Violation	2 nd Violation	3 rd Violation
	Deferred Suspension or Suspension; or Expulsion; Class-only restriction; Referral to Mental Health/ Psychological Services; EDMC Moodle Module; No Contact Directive	Suspension or Expulsion No Contact Directive	Expulsion

10.2V- Stalking

	1 st Violation	2 nd Violation	3 rd Violation
Repeated unwanted conduct with another person	Disciplinary Probation WITH Restriction (4 semesters) Referral to Mental Health/ Psychological Services/ No Contact Directive/ Ban from areas of University (if appropriate) EDMC	Suspension or Expulsion	Expulsion

10.2W- Theft

	1 st Violation	2 nd Violation	3 rd Violation
Theft, embezzlement, possession of stolen property or services of university or another individual	Disciplinary Probation WITH Restriction (2 semesters) Restitution / return of stolen property	Disciplinary Probation WITH Restriction (<i>until</i> Graduation) or Deferred Suspension (<u>4 semesters</u>)	Suspension or Expulsion

	Ethics and Decision Making Video Review or EDMC	Restitution / return of stolen property Commitment to Community Class	
--	---	--	--

10.2X- Trespassing

	1 st Violation	2 nd Violation	3 rd Violation
Unauthorized entry or use of any property or facility	Disciplinary Probation w/o Restriction (2 semesters) EDMC or LSU Commitment to Community Essay or Letter to Future Self Restitution (if appropriate)	Disciplinary Probation WITH Restriction or Deferred Suspension (4 semesters) Commitment to Community Class Restitution (if appropriate) Ban from facility in question	Suspension or Expulsion Restitution

10.2Y- Unauthorized Surveillance

	1 st Violation	2 nd Violation	3 rd Violation
Creating, making, possessing, storing, sharing, or distributing unauthorized video or digital/photo images of a person taken in a location in which that person has a reasonable expectation of privacy	Disciplinary Probation WITH Restriction or Deferred Suspension (2 semesters) No Contact Directive EDMC or LSU Code of Student Conduct Essay	Deferred Suspension (2 semesters) followed by Disciplinary Probation WITH Restriction (2 semesters) Referral to Psych Services or Mental Health Commitment to Community class	Suspension or Expulsion

10.2Z- Violating a Rule of the University

	1 st Violation	2 nd Violation	3 rd Violation
Violating, attempting or assisting in violating any contract, rule, policy, bylaw or regulation of the University Ex: PS-78, PS- 107, PS- 118*	Disciplinary Probation w/ or WITH Restriction or Deferred Suspension (1-2 semesters) Ethics and Decision Making Video Review or EDMC or LSU Code of Student Conduct Essay * Tobacco-Free Policy Essay	Deferred Suspension (<i>until</i> Graduation) or Suspension Commitment to Community Class or Letter to Future Self	Suspension or Expulsion

10.2AA- Weapon

	1 st Violation	2 nd Violation	3 rd Violation
Possession on one's person any object used or designed to inflict or attempt to inflict harm or injury Full list of examples in Code: firearm, facsimile gun, air gun, knife, explosive, dangerous chemical	Disciplinary Probation WITH Restriction (3-4 semesters) or Deferred Suspension (2 semesters) EDMC or LSU Code of Student Conduct Essay Removal of weapon	Deferred Suspension <i>until</i> Graduation or Suspension; Removal of weapon Commitment to Community Class or Letter to Future Self	Suspension or Expulsion



Board of Supervisors

PERSONNEL ACTIONS

BOARD OF SUPERVISORS MEETING | APRIL 10, 2021

Personnel Actions Requiring Board Approval
per PM-69

April 10, 2021

Personnel Actions Requiring Board Approval per PM-69
April 10, 2021

LSU A&M
Appointment/Change in Title

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Base Salary</u>
Jane Cassidy	Interim Vice President – Office of Civil Rights & Title IX	3/17/2021	\$166,721 ¹

1. Jane Cassidy will continue to receive a Faculty Administrator Allowance of \$52,875 and will receive an Interim/Acting Allowance of \$50,404 per year.



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | APRIL 10, 2021

**Louisiana State University
Metric Data**

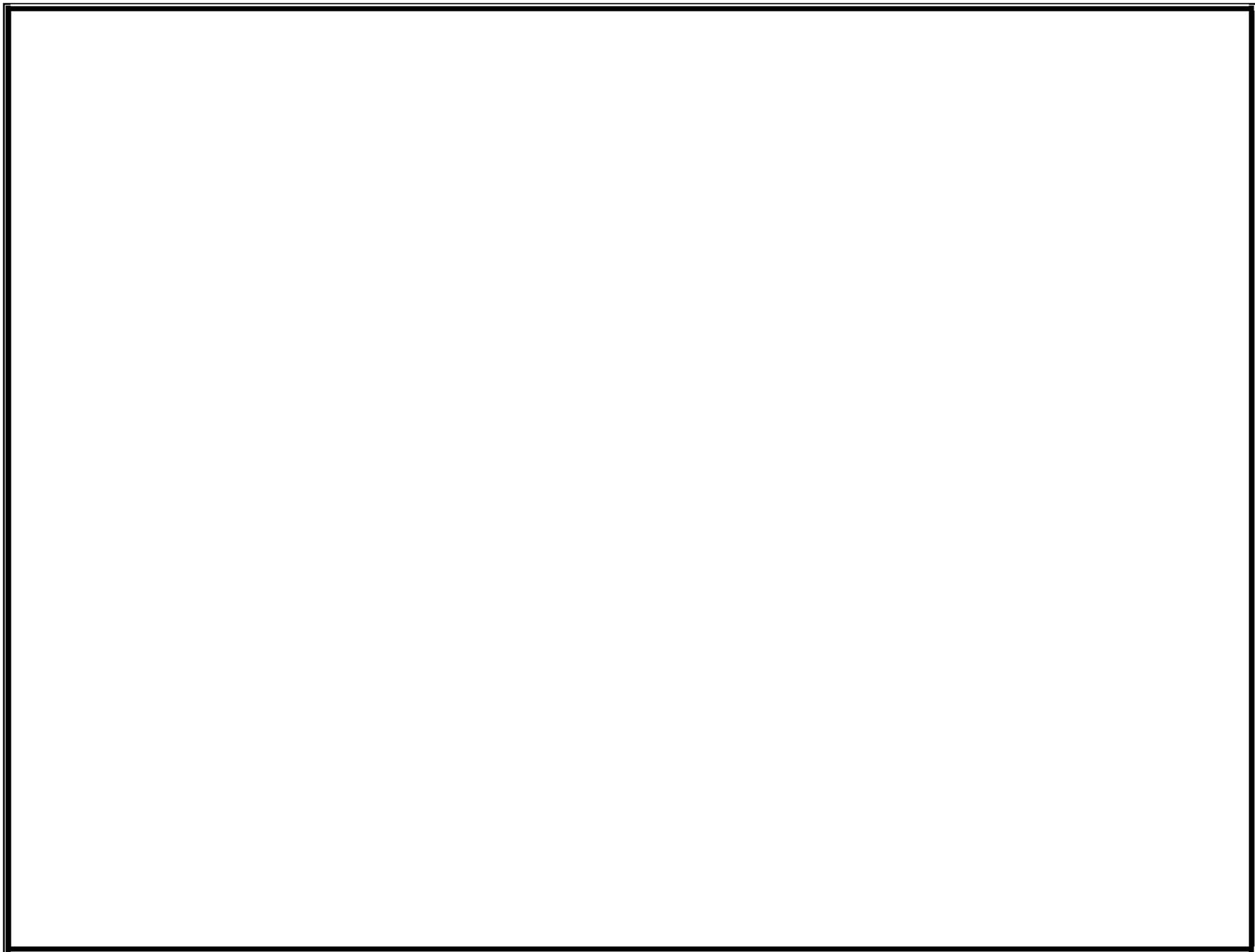


April 10, 2021



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LSU Performance Metrics Executive Summary

The LSU performance indicators are designed to provide campus leadership and the Board of Supervisors with a mechanism for evaluating annual institutional performance. This document includes a summary of the LSU campuses performance metrics data. The metrics data provided allow institutions to discuss descriptive metrics and performance measures within the context of each campus' mission.

In complex university systems, the distinct and quite different institutions do not measure their performance against each other but against the larger marketplaces where they compete. Two elements are critical for the effectiveness of performance measurement. First is the constant tracking of improvement from year to year. Second is the periodic benchmarking of campus performance against appropriate national counterparts. Data provided in this document speak primarily to the first element of annual improvement. Subsequent work by the campuses in identifying appropriate measures of performance against national counterparts provide a context for the second, national benchmarking element, of effective performance measurement.

The utility of these data points for evaluating institutional performance varies by campus and mission. Below is a general outline of metrics data captured in this document. Please note that for example, in some institutions, enrollment growth is critical to survival; for others, enrollment is stable and other indicators will be more important. Other institutions may pay particular attention to undergraduate education, others to research or technology transfer. Consequently, although this data describe the scale of operations, their utility as metrics for performance improvement measurement varies.

Below is a general outline of metrics data captured in this document. These metrics represent a start to what is expected to become a significant analysis and measuring tool for the Louisiana State University and its institutions.

General Metrics Description

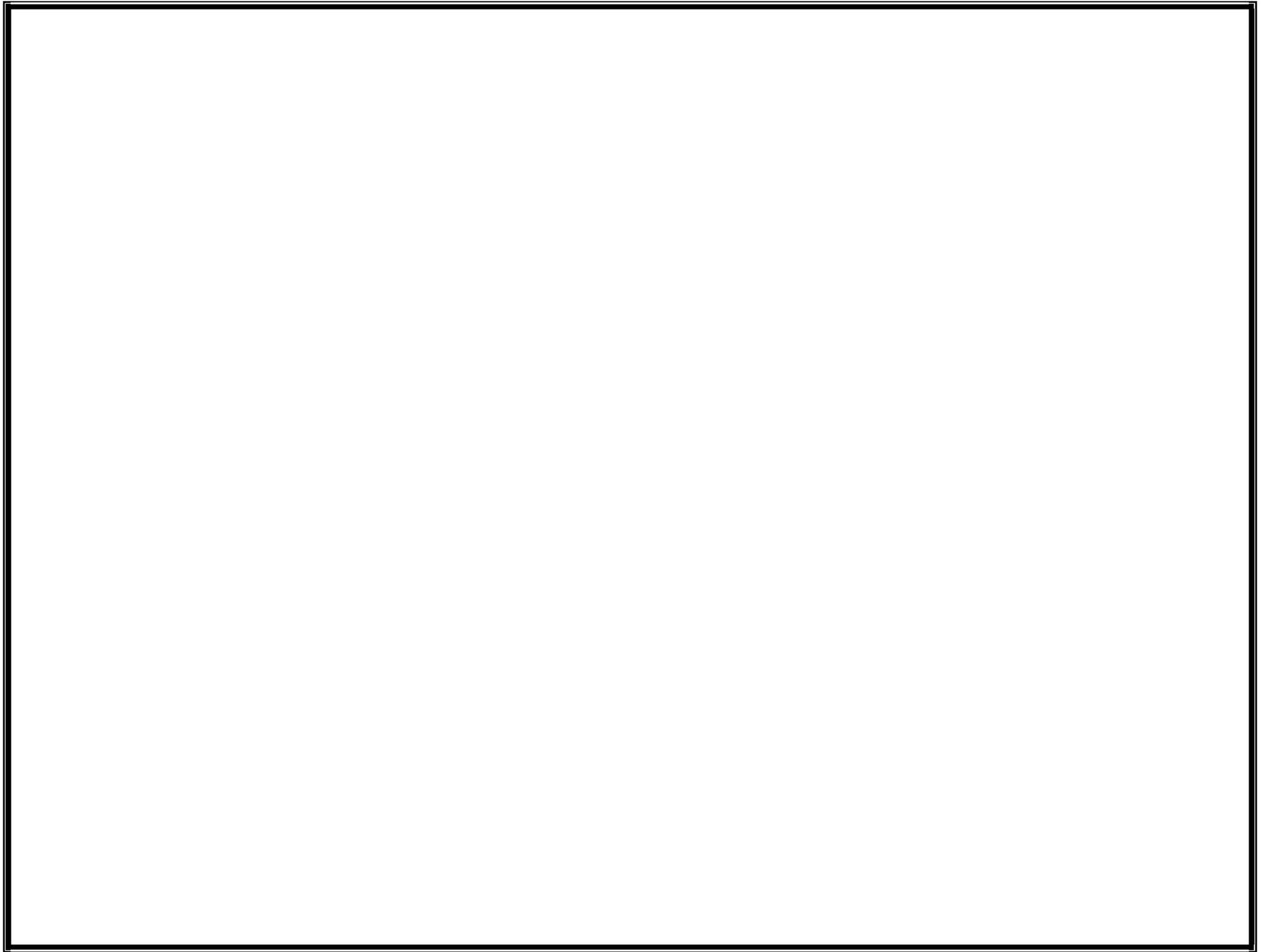
- Metric I: Degrees and Credentials (*Including distribution by race, ethnicity, and other characteristics*)
- Metric II: Enrollment data (*Including distribution by race, ethnicity, and other characteristics such as full and part time*)
- Metric III: Retention, Graduation, Licensure, and Pass Rate (*Standardized State and National Exams*)
- Metric IV: Research Expenditures
- Metric V: Technology Transfer
- Metric VI: Revenue Sources (*Tuition and Fees, Other Revenue Resources*)
- Metric VII: Teaching and Research Productivity
- Metric VII: Hospital Statistics (HSCs only)
- Benchmark: Campus Specific Benchmark Metrics

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**Louisiana State University and A&M
Metric Data**



April 10, 2021



Louisiana State University and A&M College

Executive Summary

Louisiana State University and A&M College, the state's Flagship University, is ranked as a top-tier university – very high research activity (Carnegie Classification) and is one of a few select universities designated as a land-, sea- and space-grant institution. LSU is known for its outstanding undergraduate and graduate academic programs, state-of-the-art-research, internationally acclaimed faculty, and national award-winning student-support programs. The campus is cohesively focused on pursuing and supporting the goals outlined in the President's Operational Plan. Through its educational, research, and service activities, LSU serves as the state's leading institution in the creation and dissemination of new knowledge and technologies, impacting workforce and economic development throughout the state, region, nation and world.

Total enrollments for first-time degree seeking freshman in the fall of 2020 were up 9.3% (6,701) and reflect an all-time institutional high. (Metric II)

Total graduate student headcount in the fall of 2020 was up 8.6% (6,342) and similarly reflects an all-time institutional high. (Metric II)

Dual enrollments surged dramatically over previous years to 2,460 students in the fall of 2020. This amounts to a 31.7% increase over the prior year, and is an all-time institutional record. (Metric II)

The largest Hispanic (609) and black/African American (1,122) freshman cohorts on record joined LSU in the fall of 2020. (Metric II)

Degrees awarded to Hispanic students increased 7.7% over the prior year and degrees awarded to black/African American students increased 16% over the prior year, setting records for both groups. (Metric I)

The University set a record high first to second year retention rate of 85.8%, the highest in institutional history. (Metric III)

LSU and A&M VISION and MISSION:

As the flagship institution of the state, the vision of Louisiana State University is to be a leading research-extensive university, challenging undergraduate and graduate students to achieve the highest levels of intellectual and personal development. Designated as a land, sea, and space-grant institution, the mission of Louisiana State University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts.

In implementing its mission, LSU is committed to:

- *offer a broad array of undergraduate degree programs and extensive graduate research opportunities designed to attract and educate highly qualified undergraduate and graduate students;

- *employ faculty who are excellent teacher-scholars, nationally competitive in research and creative activities, and who contribute to a world-class knowledge base that is transferable to educational, professional, cultural, and economic enterprises; and

- * use its extensive resources to solve economic, environmental, and social challenges.

(Mission Statement approved October 2012)

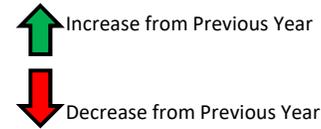
Louisiana State University and A&M Metrics at a Glance

2019-2020

Legend:

Statistic		
High	X	Y
Low	Z	%

Current
% Change from Previous Period



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
Bachelors	14th Day Enrollment for First Time Degree Seeking Freshmen	Average ACT Score	Engineering Total (in thousands)	Invention Disclosures	Market Value of Endowments	Enrollment in Fall Semester Lecture and Seminar Courses
5,097 4,971	6,701 6,701	25.7 25.4	40,364 34,495	76 70	546,024,521 546,024,521	124,371 122,932
4,388 ↓ -2.5%	4,917 ↑ 9.3%	24.2 ↓ -0.8%	28,895 ↓ -14.5%	31 ↓ -7.9%	264,041,317 ↑ 4.6%	112,591 ↑ 3.3%
Masters	Degree Seeking Continuing Undergraduates	First to Second Year Retention	Physical Sciences Total (in thousands)	Licenses\Options Executed	Total Gross Revenue From First-Time-Full-Time Freshmen	Tenure/tenure track (T/TT) FTE faculty assigned to classes
1,297 1,297	17,838 17,274	85.8% 85.8%	24,133 22,366	21 17	83,220,585 83,220,585	936 922
967 ↑ 1.8%	16,547 ↑ 4.4%	82.5% ↑ 3.4%	16,982 ↓ -6.6%	2 ↓ -10.5%	20,722,394 ↑ 7.8%	859 ↑ 0.9%
Doctoral	Total Undergraduate Headcount as of 14th Class Day	Second to Third Year Retention	Environmental Sciences Total (in thousands)	New Patents Filed - Total	Net Revenue From First-Time-Full-Time Freshmen	Non tenure/tenure track FTE faculty assigned to classes
347 347	27,948 27,948	76.5% 74.8%	33,702 32,283	57 43	55,699,945 55,699,945	467 467
231 ↑ 6.8%	24,631 ↑ 7.8%	72.0% ↑ 0.4%	29,440 ↑ 1.3%	12 ↓ -24.6%	15,595,498 ↑ 7.7%	332 ↑ 6.5%
Professional (Veterinary & Law)	Total Graduate Headcount as of 14th Class Day	Six Year Graduation Rate	Life Sciences Total (in thousands)	Active License Agreements	State Appropriation per FTE	Total sch's taught per T/TT FTE faculty
269 254	6,342 6,342	66.9% 65.7%	38,030 35,205	89 89	7,918 4,031	210 177
75 ↓ -1.2%	4,874 ↑ 8.6%	58.7% ↑ 0.6%	28,135 ↓ -7.4%	25 ↑ 7.2%	3,968 ↑ 1.6%	177 ↓ -1.0%
Grand Total Number of Degrees Awarded	Total number of students enrolled who received TOPS	LA Community College Transfer Student Second Year Retention	Social Sciences Total (in thousands)	Licenses Generating Income	Net Revenue generated from auxiliary enterprises	Total sch's taught per non T/TT FTE faculty
7,186 7,080	14,747 14,747	87.6% 86.5%	5,139 2,481	22 15	23,045,303 -407,607	499 406
5,830 ↓ -1.5%	13,175 ↑ 8.1%	75.2% ↑ 1.4%	0 ↓ -33.0%	12 ↓ -28.6%	-407,607 ↓ -105.4%	397 ↓ -1.4%
Total degrees awarded in STEM	Total number of student enrolled in STEM	LA Community College Transfer Student 6-Year Grad Rate	Total Science & Engineering Disciplines (in thousands)	Total Licensing Income	Direct unrestricted instructional expenditures per FTE student	
2,082 1,987	10,716 10,507	72.6% 67.5%	164,379 152,065	907,616 261,745	7,403 7,125	
1,397 ↓ -4.6%	9,681 ↑ 8.5%	57.3% ↓ -2.3%	123,318 ↓ -7.5%	121,511 ↓ -70.9%	5,879 ↓ -3.8%	

Louisiana State University and A&M

Metric I. Number of degrees conferred by level and professions most important to

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Campus total number of degrees awarded/conferred...							
Bachelors	4,692	4,649	4,806	4,930	4,852	5,097	4,971
Post-Bachelors	0	14	52	76	102	97	81
Masters	1,114	1,130	1,134	1,101	1,181	1,274	1,297
Post- Masters	0	0	0	0	0	0	0
Graduate Certificate	0	0	21	25	49	105	104
Doctoral	345	331	344	315	299	325	347
Specialist	20	10	10	28	23	23	15
Professional (Veterinary & Law)	78	84	256	269	250	257	254
Post-Professional	0	0	4	5	10	8	11
Grand Total Number of Degrees Awarded	6,249	6,218	6,627	6,749	6,766	7,186	7,080
Total number of degrees awarded by race/ethnicity...							
Hispanic	238	263	341	340	380	428	461
American Indian or Alaska Native	19	18	12	19	19	15	24
Asian	157	154	212	227	248	274	281
Black or African American	551	592	707	705	782	752	874
Native Hawaiian or Other Pacific Islander	2	5	6	3	7	4	8
White	4,674	4,649	4,772	4,873	4,656	5,053	4,814
Two or More Races	98	102	118	178	149	126	139
Nonresident Alien	434	378	415	358	450	423	360
Race/Ethnicity Unknown	76	57	44	46	75	111	119
Total degrees awarded ...							
Total degrees awarded in STEM	1,792	1,800	1,922	1,957	2,047	2,082	1,987
Total Teacher Education completions (Note BOR Teacher Education Initiatives)							
Total Completed (<i>Regular Program</i>)	218	202	175	199	141	155	136
Number Passed (<i>Regular Program</i>)	218	202	175	198	141	152	136
Percentage Passed (<i>Regular Program</i>)	100%	100%	100%	100%	100%	98%	100%
Total Completed (<i>Alternate Program</i>)	56	60	12	34	15	24	25
Number Passed (<i>Alternate Program</i>)	56	60	12	34	15	24	24
Percentage Passed (<i>Alternate Program</i>)	100%	100%	100%	100%	100%	100%	96%
Total number of degrees awarded in Allied Health	0						

Note: Beginning with Fall 2014 reporting cycle, total degrees awarded in STEM determined by the Complete College America (CCA) definition used by the Board of Regents.

Louisiana State University and A&M

Metric I. Number of degrees conferred by level and professions most important to

List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

- 11
- 14
- 15
- 26
- 27
- 40
- 0109
- 0110
- 0111
- 0112
- 0301
- 0303
- 0305
- 0306
- 2901
- 3001
- 3006
- 3008
- 3010
- 3016
- 3018
- 3019
- 3024
- 3025
- 4101
- 4102
- 4103
- 4199
- 4211

Allied Health CIP Code/s

Allied Health and Medical Assisting Services
Allied Health Diagnostic, Intervention, and Treatment Professions

Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Undergraduate							
14th Day Enrollment for First Time Degree Seeking Freshmen	5,655	5,624	5,475	4,917	5,812	6,132	6,701
14th Day Degree Seeking New Transfer Student Enrollment	956	1,046	784	703	727	724	928
14th Day Degree Seeking Re-Admit Enrollment	423	396	373	427	394	359	342
Degree Seeking Continuing Undergraduates	17,418	17,838	17,715	17,251	16,608	16,547	17,274
First-Time Post-Baccalaureate					55	33	76
Non Degree Undergraduates	1,125	1,255	1,758	2,115	1,767	2,125	2,627
Total Undergraduate Headcount as of 14th Class Day	25,577	26,159	26,105	25,413	25,363	25,920	27,948
Undergraduate - First Time Degree Seeking Freshmen							
Full-time (In-State Residency)	4,649	4,676	4,517	4,089	4,604	4,744	4,901
Full-time (Non Residency)	1,003	943	953	821	1,205	1,382	1,789
Part-time (In-State Residency)	1	4	5	4	2	4	6
Part-time (Non Residency)	2	1	0	3	1	2	5
Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day	5,655	5,624	5,475	4,917	5,812	6,132	6,701
Undergraduate							
Full-time (In-State Residency)	19,146	19,635	19,361	18,454	18,560	18,540	19,147
Full-time (Non Residency)	4,049	3,967	3,851	3,606	3,873	4,195	4,971
Part-time (In-State Residency)	2,159	2,330	2,708	3,151	2,704	2,998	3,529
Part-time (Non Residency)	223	227	203	235	226	187	301
Total Undergraduate Headcount as of 14th Class Day	25,577	26,159	26,123	25,446	25,363	25,920	27,948
Graduate							
Full-time (In-State Residency)	3,186	3,538	3,261	3,411	3,501	3,426	3,343
Full-time (Non Residency)	527	696	916	818	928	1,064	1,230
Part-time (In-State Residency)	845	772	731	670	665	714	803
Part-time (Non Residency)	316	362	383	518	530	637	966
Total Graduate Headcount as of 14th Class Day	4,874	5,368	5,291	5,417	5,624	5,841	6,342
Grand Total Headcount as of 14th Class Day (Undergraduate & Graduate)	30,451	31,527	31,414	30,863	30,987	31,761	34,290
Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	23,521	23,989	23,750	22,772	23,061	23,428	25,224
Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	4,188	4,876	4,809	4,884	5,118	5,296	5,568
Total number of High School Dual Enrollments	801	914	1,401	1,836	1,476	1,868	2,460

Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Hispanic	365	347	348	313	421	498	609
American Indian or Alaska Native	16	28	18	31	37	14	46
Asian	241	230	216	197	272	289	305
Black or African American	678	752	738	587	889	887	1,122
Native Hawaiian or Other Pacific Islander	7	8	7	8	11	3	9
White	4,104	4,079	3,977	3,590	3,898	4,082	4,341
Two or More Races	152	88	71	96	141	229	176
Nonresident Alien	81	49	58	51	54	65	45
Race/Ethnicity Unknown	11	43	42	44	89	65	48
Total	5,655	5,624	5,475	4,917	5,812	6,132	6,701
First Time Degree Seeking Enrollment by Gender as of 14th Class Day							
Male	2,629	2,496	2,413	2,214	2,548	2,846	2,953
Female	3,026	3,128	3,062	2,703	3,264	3,286	3,748
Total	5,655	5,624	5,475	4,917	5,812	6,132	6,701
Total Enrollment by Race and Ethnicity as of 14th Class Day							
Hispanic	1,630	1,767	1,820	1,877	2,014	2,179	2,490
American Indian or Alaska Native	82	97	98	105	122	119	169
Asian	1,085	1,214	1,211	1,219	1,270	1,344	1,424
Black or African American	3,494	3,703	3,741	3,772	3,867	4,239	5,028
Native Hawaiian or Other Pacific Islander	29	35	29	35	36	36	40
White	22,180	22,126	21,960	21,250	20,793	20,989	22,480
Two or More Races	697	663	609	559	562	749	794
Nonresident Alien	1,630	1,704	1,689	1,641	1,645	1,599	1,368
Race/Ethnicity Unknown	119	218	257	405	678	507	497
Total	30,946	31,527	31,414	30,863	30,987	31,761	34,290
Total Enrollment by Gender as of 14th Class Day							
Male	15,067	15,097	14,888	14,592	14,429	14,685	15,469
Female	15,959	16,430	16,526	16,271	16,558	17,076	18,821
Total	31,026	31,527	31,414	30,863	30,987	31,761	34,290

Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

Louisiana Transfer Enrollment	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Transfer from Louisiana Community Colleges	327	365	292	257	237	220	209
Transfers from Louisiana Four-Year Universities	284	297	242	223	243	229	282
Student Credit Hours (SCH)							
Fall SCH	401,919	416,464	411,524	396,681	402,926	409,678	435,503
Spring SCH	370,998	383,664	376,243	363,885	368,203	376,985	
Total number of students enrolled who received TOPS							
Performance	3,677	3,784	3,746	3,521	3,423	3,430	4,102
Opportunity	5,435	5,785	5,772	5,480	5,265	5,207	5,011
Honors	4,515	4,703	4,956	4,729	4,776	5,006	5,634
Tech	0	0	0	0	0	0	0
Total number of students enrolled who received TOPS	13,627	14,272	14,474	13,730	13,464	13,643	14,747
Enrollment by specified discipline							
Total number of student enrolled in STEM	10,425	10,716	10,552	9,971	9,856	9,681	10,507
Total number of students enrolled in Allied Health	0	0	0	0	0	0	0
Total number of students enrolled in Teacher Education (Note BOR Teacher Education Initiative)	969	907	801	745	715	654	659
Teacher Education Regular Program	915	872	778	713	682	622	633
Teacher Education Alternative Program	54	35	23	32	33	32	26

Note: In December 2012, Teacher Education Programs MATE & MATS enrollments moved from Regular to Alternative for 2009-10, 2010-11, and 2011-12

Note: Beginning with Fall 2014 reporting cycle, enrollment in STEM determined by the Complete College America (CCA) definition used by the Board of Regents. Data reported using CCA for 2008-09 through 2014-15

Note: Beginning with Fall 2014 reporting cycle, 14th day degree-seeking transfer enrollment includes fall and continuing summer transfers. This methodology used to report 2008-09 through 2015-16 data in December 2015.

Note: Beginning with Fall 2015 reporting cycle, headcount enrollment and student credit hours includes Hebert Law Center.

Note: Total number of students enrolled who received TOPS for 2017-2018 has been updated with completed data from LOSFA TOPS Payment Summary AY 2017-18 (12/26/2018)

Note: Total number of students enrolled who received TOPS for 2018-2019 is reported with partial data from LOSFA TOPS Payment Summary AY 2018-19 (12/26/2018)

Note: Total number of students enrolled who received TOPS for 2019-2020 is reported with partial data from LOSFA TOPS Payment Summary AY 2019-20 (1/6/2020)

Note: Total number of students enrolled who received TOPS for 2019-2020 is reported with partial data from LOSFA TOPS Payment Summary AY 2020-21 (10/23/2020)

Louisiana State University and A&M

Metric II. The following metrics will provide the campus enrollment trends.

List of STEM/SMART CIP code/s:

The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Allied Health CIP Code/s

51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions

Variables Description

Headcount Enrollment Undergraduate – Total number of full-time and part-time students enrolled in courses for undergraduate credit.

Headcount Enrollment Graduate – Total number of full-time and part-time students enrolled in courses for graduate credit.

Full-Time Equivalent (FTE) – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.

Full-Time Student Undergraduate - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)

Dual Enrollment - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.

Science Technology Engineering and Mathematics (STEM) - STEM enrollment is calculated based on STEM CIP codes.

Educations, Nursing, Allied Health - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in these field of study.

Louisiana State University and A&M

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

Analysis of First-time, Full-time, Baccalaureate Degree-seeking Freshmen (fall and prior summer)									
Cohort Type	Cohort Year	Head Count	Average ACT	% continuation to_2nd_Yr	% continuation to_3rd_Yr	Cumulative % Graduating after 4 Yrs	Cumulative % Graduating after 5 Yrs	Cumulative % Graduating after 6 Yrs*	Cumulative % Graduating after 7 Yrs
Total	2012	5,717	25.3	82.5%	73.2%	38.8%	59.8%	64.0%	65.4%
Total	2013	5,498	25.5	84.6%	75.5%	41.0%	60.9%	65.3%	66.7%
Total	2014	5,652	25.6	84.7%	74.3%	39.4%	61.0%	65.7%	
Total	2015	5,619	25.6	82.8%	72.7%	42.9%	61.9%		
Total	2016	5,470	25.7	82.9%	73.4%	44.1%			
Total	2017	4,910	25.6	83.7%	74.5%				
Total	2018	5,809	25.5	83.0%	74.8%				
Total	2019	6,126	25.6	85.8%					
Total	2020	6,690	25.4						
First-time, Full-time, Degree-seeking Louisiana Community College Transfers (fall and prior summer)									
LACCT	2012	201		87.6%	60.2%	68.7%	71.6%	72.6%	73.6%
LACCT	2013	233		86.3%	65.2%	60.9%	67.8%	69.1%	69.5%
LACCT	2014	305		86.6%	67.9%	57.7%	65.9%	67.5%	
LACCT	2015	344		80.8%	57.8%	59.0%	65.4%		
LACCT	2016	269		79.6%	66.2%	59.5%			
LACCT	2017	240		81.3%	55.6%				
LACCT	2018	220		85.3%	61.9%				
LACCT	2019	195		86.5%					
LACCT	2020	193							

* Excludes pre-nursing and pre-allied health transfer preparatory programs that are included in IPEDS Grad Rate.

Louisiana State University and A& M

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

		2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Licensure exams data								
College of Business ¹		60%	63%	57%	56%	56%	63%	63%
School of Education		SEE METRIC I						
College of Engineering ²	Biological	77%	78%	86%	88%	91%	67%	63%
	Chemical	75%	91%	84%	76%	86%	78%	73%
	Civil	66%	72%	72%	65%	53%	69%	67%
	Electrical	60%	88%	55%	77%	74%	67%	60%
	Computer	80%	75%	100%	100%	100%	N/A	N/A
	Environmental	69%	73%	50%	58%	67%	53%	55%
	Industrial	100%	80%	67%	100%	60%	67%	50%
	Mechanical	86%	94%	82%	88%	96%	86%	88%
	Petroleum	71%	81%	82%	80%	83%	81%	59%
School of Social Work	GSW ³	73%	76%	75%	75%	78%	64%	64%
	LCSW ⁴	74%	68%	62%	63%	74%	70%	67%
School of Veterinary Medicine ⁵		91%	100%	95%	94%	91%	86%	94%

¹CPA Exam Pass Rates represent the average pass rates of all four individual sections.

²National Council of Examiners for Engineering Survey (NCEES) Fundamentals of Engineering (FEE) Passage Rates, by Major

³Graduate Social Work (GSW) Exam Passage Rates for All Students (First-time and Repeat)

⁴Licensed Clinical Social Work Examination for All Students (First-time and Repeat)

⁵North American Veterinary Licensing Examination (NAVLE) Passage Rates

Louisiana State University and A & M

Metric IV. The following metrics will identify the effectiveness of campus research to benefit the state's economic development.

Research Expenditures Field of Science & Engineering	2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
	Total	Federal												
a. Engineering (Total)	35,105	10,560	32,448	7,921	35,996	8,325	34,572	7,260	38,913	9,379	40,364	10,189	34,495	8,995
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Chemical	7,234	3,038	5,161	2,186	6,276	2,417	5,191	1,389	5,306	1,329	7,978	1,716	6,545	1,402
(4) Civil	10,874	2,258	10,789	1,807	10,978	2,017	11,541	2,331	11,879	2,691	12,298	2,379	10,772	1,885
(5) Electrical	2,738	1,774	2,166	1,314	2,577	1,156	2,580	1,223	2,997	1,320	2,651	1,112	2,195	1,045
(6) Industrial					446	23	200	66	217	40	452	54	443	189
(7) Mechanical	5,591	2,399	5,455	2,093	5,222	1,997	4,105	1,816	4,479	2,257	4,758	2,462	4,159	1,810
(8) Metallurgical & materials	6,089	460	6,595	197	6,084	118	5,410	0	5,953	49	5,613	17	4,667	0
(9) Other	2,579	631	2,282	324	4,413	597	5,545	435	8,082	1,693	6,614	2,449	5,714	2,664
b. Physical Sciences (Total)	21,816	12,964	21,815	11,552	21,641	11,838	18,822	10,974	24,133	12,376	23,944	12,967	22,366	13,295
(1) Astronomy	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	8,503	4,595	7,922	3,778	7,938	3,709	6,711	3,440	9,652	4,119	8,558	4,312	8,252	3,955
(3) Materials Science					0	0	0	0	0	0	0	0	0	0
(4) Physics	13,062	8,327	13,502	7,723	13,415	8,063	11,847	7,393	14,148	8,197	14,926	8,553	13,851	9,293
(5) Other	251	42	391	51	288	66	264	141	333	60	460	102	263	47
c. Environmental Sciences (Total)	31,609	8,985	33,702	8,595	32,845	7,948	29,440	6,967	31,488	7,956	31,853	7,883	32,283	8,178
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	4,211	1,568	5,295	1,493	5,088	1,378	4,285	1,216	5,386	1,431	5,364	1,536	4,269	1,218
(3) Oceanography	21,210	6,194	21,595	5,825	20,557	4,930	18,124	4,476	19,227	4,976	20,412	5,574	20,469	5,188
(4) Other	6,188	1,223	6,812	1,277	7,200	1,640	7,031	1,275	6,875	1,549	6,077	773	7,545	1,772
d. Mathematical Sciences (Total)	1,715	1,427	1,989	1,430	1,872	1,459	1,887	1,639	1,906	1,714	2,086	1,808	2,415	2,241
e. Computer Sciences (Total)	2,767	1,809	3,110	1,541	3,917	1,511	3,459	1,273	3,782	1,437	3,618	1,132	2,618	1,107
f. Life Sciences (Total)	31,803	14,405	31,449	13,479	34,265	15,282	31,755	13,589	34,212	13,725	38,030	16,266	35,205	15,008
(1) Agricultural	937	282	895	276	353	199	211	119	235	104	443	17	25,783	9,860
(2) Biological	26,783	13,874	26,377	12,961	11,129	7,598	9,509	6,598	9,933	6,009	10,958	7,356	8,310	4,621
(3) Health Sciences	3,742	37	3,842	53	22,547	7,440	21,960	6,841	23,984	7,566	26,509	8,877	928	527
(4) Natural Resources					236	45	75	31	60	46	120	16	184	0
(5) Other	341	212	335	189	0	0	0	0	0	0	0	0	0	0
g. Psychology (Total)	1,168	880	607	447	960	316	573	142	802	93	1,119	213	902	180
h. Social Sciences (Total)	4,286	1,789	3,589	1,471	3,718	1,264	4,264	1,496	4,296	1,303	3,704	1,157	2,481	828
(1) Anthropology					0	0	0	0	0	0	0	0	0	0
(2) Economics	1,967	840	1,486	734	580	196	934	350	830	10	700	196	487	32
(3) Political science	216	5	221	0	223	18	201	17	158	6	192	23	83	12
(4) Sociology	240	110	502	130	1,170	475	1,543	333	1,433	399	1,250	200	560	100
(5) Other	1,863	834	1,380	607	1,745	575	1,586	796	1,875	888	1,562	738	1,351	684
i. Other Sciences, not elsewhere classified (Total)	15,370	2,931	11,969	613	12,154	831	10,097	288	9,735	240	11,380	101	11,116	216

Louisiana State University and A & M

Metric IV. The following metrics will identify the effectiveness of campus research to benefit the state's economic development.

Research Expenditures	2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
j. Non-S&E Fields					9,066	1,800	6,570	1,600	8,242	856	8,281	1,223	8,184	920
(1) Business Management					1,049	36	1,067	14	1,247	31	1,453	6	1,351	0
(2) Communication					187	4	158	12	428	58	612	222	443	155
(3) Education					2,056	1,438	1,821	1,283	745	422	944	540	480	270
(4) Humanities					1,114	51	544	31	790	92	974	175	717	150
(5) Law					927	0	672	7	691	76	773	45	489	0
(6) Social Work					55	0	27	0	16	7	89	33	114	31
(7) Visual & Performing Arts					1,385	132	99	53	172	25	185	54	61	3
(8) Other					2,293	139	2,182	200	4,562	145	3,251	148	4,529	311
k. Total (sum of a through j)	145,639	55,750	140,678	47,049	156,434	50,574	141,439	45,228	157,509	49,079	164,379	52,939	152,065	50,968

Louisiana State University and A & M

Metric V: Technology Transfer

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Invention Disclosures	42	56	56	72	61	76	70
Licenses\Options Executed	3	7	14	21	16	19	17
New Patents Filed - Total	12	20	43	44	54	57	43
New Patents Filed - First in Family	*	*	17	16	24	20	10
US Patents Issued	16	9	13	15	12	9	21
Active License Agreements	26	31	36	59	66	83	89
Licenses Generating Income	15	16	22	12	12	21	15
Total Licensing Income	\$907,616	\$764,290	\$263,934	\$280,672	\$315,275	\$899,957	\$261,745
Start-up Companies Formed	0	3	1	2	0	4	4
Legal Fees Expended	\$316,937	\$332,338	\$364,019	\$305,166	\$403,180	\$363,105	\$249,981
Legal Fees Reimbursed	\$3,928	\$15,499	\$5,270	\$240,719	\$13,101	\$17,779	\$40,710
Percent of Expenses Reimbursed	1%	5%	1%	79%	3%	5%	16%
Legal Fees as a % License Income	35%	43%	138%	109%	128%	40%	96%

LEGEND:

* = 2015-2016 was the first year to track

Louisiana State University and A&M

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value (includes \$ 25,548,679 at Alumni, \$ 501,187,808 at LSU Foundation (incl. TAF), \$ 19,288,034 at LSU)	\$395,562,005	\$425,409,958	\$416,786,828	\$479,694,123	\$500,664,717	\$521,815,973	\$546,024,521
Earned Interest on Endowments	\$14,207,861	\$16,158,675	\$14,793,729	\$17,303,352	\$17,064,185	\$18,316,019	\$19,544,159
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$14,227,534	\$16,180,494	\$14,967,165	\$17,144,192	\$17,193,383	\$18,096,026	\$19,156,419
Total # of Foundations							
Foundations total Assets (\$ Amount)	\$680,602,247	\$663,474,409	\$651,393,401	\$690,666,062	\$714,990,461	\$723,258,231	\$743,634,681
Click here to go to the Foundations Supplemental Table							
Total # of Board of Regents Support Fund							
Total Value (\$ Amount) of BoR Support Fund ¹	\$198,207,790	\$210,884,877	\$207,176,712	\$235,243,394	\$243,530,805	\$246,079,712	\$252,954,783
Click here to go to the BoR Support Funds Supplemental Table							
Total number of affiliated off-campus sites (For example, LSU South Campus)							
Total net revenue generated by affiliated off-campus sites	\$534,254	\$535,965	\$540,028	\$538,729	\$540,203	\$75,305	\$62,685
Total \$ amount contributed back to campus by affiliated off-campus sites	\$534,254	\$535,965	\$540,028	\$538,729	\$540,203	\$75,305	\$62,685
Click here to go to the Affiliated Supplemental Table							
Total Gross Revenue Generated from tuition and fees							
Total Gross Revenue From First-Time-Full-Time Freshmen	\$50,804,646	\$57,309,718	\$60,561,545	\$64,168,034	\$59,249,531	\$77,166,758	\$83,220,585
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$29,271,569	\$33,297,698	\$37,761,936	\$40,652,489	\$39,100,511	\$46,555,679	\$48,223,172
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$21,533,077	\$24,012,020	\$22,799,610	\$23,515,544	\$20,149,020	\$30,611,087	\$34,987,413
Net Revenue From First-Time-Full-Time Freshmen	\$42,377,598	\$50,051,867	\$52,370,421	\$55,255,647	\$44,898,733	\$51,739,516	\$55,699,945
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$24,077,225	\$28,768,544	\$32,449,934	\$37,734,536	\$31,343,378	\$32,321,262	\$33,206,852
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$18,300,373	\$21,283,323	\$19,920,487	\$17,521,111	\$13,555,355	\$19,418,254	\$22,443,093
Financial Aid							
Total institutional dollars awarded need based aid for entering freshmen class	\$3,247,021	\$4,093,106	\$4,791,764	\$4,923,131	\$4,915,757	\$9,812,094	\$9,963,097
Total institutional dollars awarded non-need aid for entering freshmen class	\$8,870,263	\$12,653,037	\$16,463,492	\$14,304,821	\$14,657,939	\$20,028,469	\$21,451,153
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$3,224,235	\$4,048,552	\$4,752,990	\$4,883,130	\$4,880,911	\$9,723,416	\$9,879,309
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$3,463,601	\$4,109,763	\$7,524,098	\$4,783,676	\$5,133,865	\$6,345,009	\$7,203,412
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$22,786	\$44,554	\$38,774	\$40,001	\$34,846	\$88,678	\$83,788
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$5,406,662	\$8,543,274	\$8,939,394	\$9,521,145	\$9,523,974	\$13,683,460	\$14,883,993
State Appropriation per FTE²	\$4,191	\$4,172	\$4,081	\$4,097	\$4,003	\$3,968	\$4,031
Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)	\$18,919,888	\$23,045,303	\$18,340,849	\$17,578,127	\$7,312,924	\$7,584,025	-\$407,607

¹ Total assets from LSU Foundation and Alumni Foundation audited consolidated financial statement. The only assets included in these statements that relate to the Tiger Athletic Foundation are the endowed funds the LSU Foundation manages for TAF. TAF's total assets are reported in its own financial statements. LSU Foundation total assets are included on LSU A&M, Law Center, and LSU Agricultural Center Metric reports.

² State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory Dedications.

2018-19: In 2014, RTF donated the Louisiana Digital Media Center to LSU where EA Sports is housed. LDMC was placed on the books as an LSU asset for FY 19. Because of this EA Sports is no longer operating in an off campus site.

Louisiana State University and A&M

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

Definitions:

Endowment Value equals the market value of the endowment as of June 30 of the reporting year.

FTE- Full time equivalent

Payout from Endowment equal interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported financial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

Louisiana State University A&M

Metric VII. The following metric will identify teaching and research productivity

	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019
Enrollment in Fall Semester Lecture and Seminar Courses							
Lower Division Undergraduate Courses							
Total Enrollment	77,095	78,284	79,129	77,632	72,660	73,610	78,938
Number of Sections	1,522	1,567	1,523	1,523	1,496	1,575	1,702
Average section size	51	50	52	51	49	47	46
Upper Division Undergraduate Courses							
Total Enrollment	31,727	32,440	33,559	33,849	33,950	33,563	31,992
Number of Sections	996	984	1,017	989	1,018	1,019	1,046
Average section size	32	33	33	34	33	33	31
Graduate/Professional Courses							
Total Enrollment	9,361	9,206	11,683	11,488	11,370	11,791	12,002
Number of Sections	550	534	606	606	610	627	615
Average section size	17	17	19	19	19	19	20
All Lecture and Seminar Courses							
Total Enrollment	118,183	119,930	124,371	122,969	117,980	118,964	122,932
Number of Sections	3,068	3,085	3,146	3,118	3,124	3,221	3,363
Average section size	39	39	40	39	38	37	37
Fall Teaching Activity							
Tenure/tenure track (T/TT) FTE faculty assigned to classes	884.41	889.57	899.10	924.01	911.26	913.75	921.75
Non tenure/tenure track FTE faculty assigned to classes	350.12	349.81	358.37	421.65	425.61	437.95	466.50
FTE graduate assistants assigned to classes	170.82	141.3	132.67	144	145.00	147.25	149.63
Organized class sections including labs, fall only							
Sections taught by tenure/tenure track faculty	1,780	1,869	1,797	1,892	1,844	1,799	1,825
Sections taught by non tenure/tenure track faculty	1,285	1,428	1,479	1,597	1,602	1,773	1,859
Sections taught by graduate assistants	620	492	490	488	483	520	531
Average # of class sections taught per FTE T/TT faculty	2.01	2.10	2.00	2.05	2.02	1.97	1.98
Average # of class sections taught per FTE non T/TT faculty	3.67	4.08	4.13	3.79	3.76	4.05	3.98
Average # of class sections taught per 0.5 FTE graduate assistants	1.81	1.74	1.85	1.69	1.67	1.77	1.77
% class sections taught by T/TT faculty	48%	49%	48%	48%	47%	44%	43%
% class sections taught by non T/TT faculty	35%	38%	39%	40%	41%	43%	44%
% class sections taught by graduate assistants	17%	13%	13%	12%	12%	13%	13%
Student Credit Hours (SCH'S), fall only							
Undergraduate	337,168	348,478	346,010	356,458	341,837	346,123	350,663
Graduate	41,787	40,685	40,148	32,549	34,243	35,115	37,164
Total student credit hours	378,955	389,163	386,158	389,007	376,080	381,238	387,827
Undergraduate SCH'S taught by T/TT faculty	134,695	141,206	143,422	141,908	138,379	136,624	134,584
Graduate SCH's taught by T/TT faculty	36,525	34,179	33,643	27,481	26,890	26,834	28,579
Total SCH's taught by T/TT faculty	171,220	175,385	177,065	169,389	165,269	163,458	163,163
Total SCH's taught by non T/TT faculty	162,634	174,419	174,827	184,251	177,042	180,269	189,339
Total SCH's taught by graduate assistants	44,621	39,360	34,266	35,368	33,768	37,511	35,325

Louisiana State University A&M

Metric VII. The following metric will identify teaching and research productivity

	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019
Undergraduate SCH's taught per T/TT FTE faculty	152	159	160	154	152	150	146
Graduate sch's taught per T/TT FTE faculty	41	38	37	30	30	29	31
Total sch's taught per T/TT FTE faculty	194	197	197	183	181	179	177
Total sch's taught per non T/TT FTE faculty	465	499	488	437	416	412	406
Total sch's taught per 0.5 FTE graduate assistants	131	139	129	123	116	127	118
% sch's taught by T/TT faculty	45	45	46	44	44	43	42
% sch's taught by non T/TT faculty	43	45	45	47	47	47	49
% sch's taught by graduate assistants	12	10	9	9	9	10	9
Annual Instruction and Research Ratios							
Annual student credit hours (sch's), fall & spring							
Undergraduate	662,791	676,714	688,803	678,442	651,003	657,818	695,743
Graduate	98,290	96,203	111,325	109,325	109,562	113,311	116,745
Total	761,081	772,917	800,128	787,767	760,565	771,129	812,488
Annual FTE students	26,188	26,566	27,599	27,170	26,265	26,649	28,056
Direct unrestricted instructional expenditures	168,276,409	175,961,805	186,218,363	188,187,520	193,782,053	197,291,086	199,893,294
Direct unrestricted instructional expenditures per SCH	221	228	233	239	255	256	246
Direct unrestricted instructional expenditures per FTE student	6,426	6,624	6,747	6,926	7,378	7,403	7,125
Personnel costs as % of direct unrestricted instructional expenditures	92	92	92	92	93	94	95
Total FTE faculty (instruction, research, public service)	1339.39	1379.8	1333.39	1446.95	1653.00	1585.00	1609.00
Total T/TT FTE faculty (instruction, research, public service)	952.4	973.08	979.77	1016.69	1012.00	995.00	1002.00
Tenure/Tenure Track FTE faculty as % of total FTE faculty	71.1%	70.5%	73.5%	70.3%	61.2%	62.8%	62.3%
Research expenditures	153,099,000	147,627,000	156,434,000	142,551,000	160,250,000	167,299,000	157,753,000
Research expenditures per T/TT FTE faculty	\$160,751	\$151,711	\$159,664	\$139,117	\$158,350	\$168,140	\$157,438

***Note: Beginning in Fall 2016 LSU data source has changed to Workday. Due to reporting from a different platform, some methodologies have been revised. Law Center faculty and class sections are also included beginning this year.

Metric VII. The following metric will identify teaching and research productivity

	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019
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Definitions:

Enrollment in Fall Semester Lecture and Seminar Courses

Total enrollment, number of sections offered, and average section size are reported by course level for fall semester lecture and seminar classes. Courses offered through Academic Programs Abroad and Continuing Education are excluded. Source: fall semester 14th class day course file.

Lower Division Undergraduate Courses: Courses typically associated with the first and second years of college study; courses numbered 0001 through 2999.

Upper Division Undergraduate Courses: Courses typically associated with the third and fourth years of college study; courses numbered 3000 through 4999.

Graduate/Professional Courses: Courses typically associated with first professional or post-baccalaureate study; courses numbered 5000 through 9999.

Fall Teaching Activity

Full Time Equivalent (FTE) faculty: Faculty appointed at 100% effort are 1 FTE. Faculty appointed at 50% effort are 0.5 FTE.

Full Time Equivalent (FTE) graduate assistants: Typical appointment for a graduate assistant is 50% effort or 0.5 FTE.

Full Time Equivalent (FTE) faculty assigned to classes include (1) faculty who are tenured or on tenure track appointment, (2) faculty on annual appointment, and (3) graduate assistants. Only classes taught as part of the normal salary (on load) are included. Only unrestricted instruction, research, and public service funds are used in calculation of FTE. Source: fall semester faculty assignment file.

Organized class sections: Regularly scheduled classes meeting in classroom or similar facilities at stated times; lecture, laboratory, and seminar instruction; excludes independent study classes. Source: fall semester faculty assignment file.

Student credit hour (SCH): Course credit value multiplied by course enrollment.

Annual Instruction and Research Ratios

Annual student credit hours: Fall and spring student credit hours reported by level of student (undergraduate or graduate). Source: fall and spring 14th class day course files.

Annual full time equivalent (FTE) student is equivalent to the sum of undergraduate fall and spring student credit hours divided by 30 plus the sum of graduate fall and spring student credit hours divided by 24.

Direct unrestricted instructional expenditures: Instructional funds expended by academic units (those offering degrees and/or courses.) Source: Analysis of Current Unrestricted Fund Expenditures (C-2A), Supplement to the Financial Report.

Personnel costs: Salaries, wages, and related benefits reported on Analysis of Current Unrestricted Fund Expenditures (C-2A), Supplement to the Financial Report.

Total FTE faculty: All faculty ranks charged to instruction, research, and public service funds regardless of source. Includes both faculty assigned to classes and those who are not. Source: October 31 census payroll file.

Total FTE tenure/tenure track faculty: Faculty described above who are tenured or on tenure track appointments.

Research expenditures: Grand total research and development expenditures from both science and engineering (S&E) and non-S&E fields. Source: National Science Foundation (NSF) Survey of Research and Development Expenditures at Universities and Colleges.

Louisiana State University A&M

Table I: Affiliated Off-Campus Sites

LSU Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
LSU A&M	EA Sports -- South Campus*			
	2013-14	\$465,000	\$465,000	\$465,000
	2014-15	\$465,000	\$465,000	\$465,000
	2015-16	\$465,000	\$465,000	\$465,000
	2016-17	\$465,000	\$465,000	\$465,000
	2017-18	\$465,000	\$465,000	\$465,000
	2018-19	\$86,673	\$75,305	\$75,305
	2019-20	\$69,650	\$62,685	\$62,685
LSU A&M	Tsunami Sushi -- Shaw Center			
	2013-14	\$76,949	\$69,254	\$69,254
	2014-15	\$78,850	\$70,965	\$70,965
	2015-16	\$83,365	\$75,028	\$75,028
	2016-17	\$81,921	\$73,729	\$73,729
	2017-18	\$83,559	\$75,203	\$75,203
	2018-19	\$86,673	\$75,305	\$75,305
	2019-20	\$69,650	\$62,685	\$62,685

*Rental income per contract with Department of Economic Development.

2018-19: In 2014, RTF donated the Louisiana Digital Media Center to LSU where EA Sports is housed. LDMC was placed on the books as an LSU asset for FY 19. Because of this EA Sports is no longer operating in an off campus site.

Table II: Board of Regent Support Funds

LSU Campus	Name of Support Fund	Year	Market Value (\$ Amount)
LSU A&M	Endowed Chairs/Professorship Programs*		
		2013-14	\$198,207,790
		2014-15	\$210,884,877
		2015-16	\$207,176,712
		2016-17	\$235,243,394
		2017-18	\$243,530,805
		2018-19	\$246,079,712
		2019-20	\$252,954,783

*Market value of combined private and state program assets managed by LSU Foundation for Endowed Chairs/Professorship Programs.

Table III: Summary of Campus Foundations

LSU Campus	Foundation		
LSU A&M	Alumni Association		
		2013-14	\$36,525,622
		2014-15	\$36,915,148
		2015-16	\$34,862,610
		2016-17	\$36,158,786
		2017-18	\$35,908,027
		2018-19	\$40,672,328
		2019-20	\$45,672,568
LSU A&M	LSU Foundation, including Tiger Athletic Found*		
		2013-14	\$644,076,625
		2014-15	\$626,559,261
		2015-16	\$616,530,791
		2016-17	\$654,507,276
		2017-18	\$679,082,434
		2018-19	\$682,585,903
		2019-20	\$697,962,113

*Total assets from LSU Foundation's audited consolidated financial statement. The only assets included in these statements that relate to the Tiger Athletic Foundation are the endowed funds the LSU Foundation manages for TAF. TAF's total assets are reported in its own financial statements. Total assets reported for LSU A&M are reported as well in Law Center and LSU Agricultural Center Metric V.

LOUISIANA STATE UNIVERSITY

NATIONAL BENCHMARK REPORT

Institution Name	Total Six-Year Graduation Rate 2013 Cohort	Total Research Expenditures 2017-2018	Total Degrees Awarded 2018-2019	Percent Graduate Student Headcount of Total Headcount Fall 2018	Graduation Rate Cohort As a % of New Degree-Seeking Undergraduates Fall 2018
Louisiana State University	68%	\$259,973,024	7,186	19%	73%
Auburn University	79%	\$192,211,547	7,397	19%	76%
Clemson University	84%	\$195,200,899	6,731	21%	71%
Colorado State University-Fort Collins	70%	\$254,178,311	7,437	22%	69%
Iowa State University	74%	\$205,703,947	8,768	15%	77%
Kansas State University	65%	\$211,293,890	5,710	20%	72%
Mississippi State University	61%	\$174,990,876	4,972	16%	63%
North Carolina State University at Raleigh	82%	\$332,721,413	9,519	29%	67%
Oklahoma State University-Main Campus	65%	\$138,208,196	6,246	17%	73%
Purdue University-Main Campus	82%	\$303,915,319	11,431	24%	87%
Texas A & M University-College Station	82%	\$762,679,906	19,138	22%	78%
The University of Tennessee-Knoxville	72%	\$293,723,825	7,095	21%	79%
University of Arkansas	66%	\$163,206,957	6,540	16%	77%
University of Georgia	87%	\$445,142,301	11,508	23%	74%
University of Illinois at Urbana-Champaign	85%	\$537,463,886	13,410	32%	79%
University of Maryland-College Park	87%	\$458,269,306	11,494	25%	72%
University of Nebraska-Lincoln	66%	\$226,983,870	5,868	19%	83%
Virginia Polytechnic Institute and State University	86%	\$382,100,238	9,242	20%	85%
Average-Excluding LSU	76%	\$310,470,276	8,971	21%	75%

Source: IPEDS Data Center Provisional Release Data as of January 13, 2021.

Note: LSU values include LSU Ag. Center, Hebert Law Center, and Pennington Biomedical Research Center as published by IPEDS.

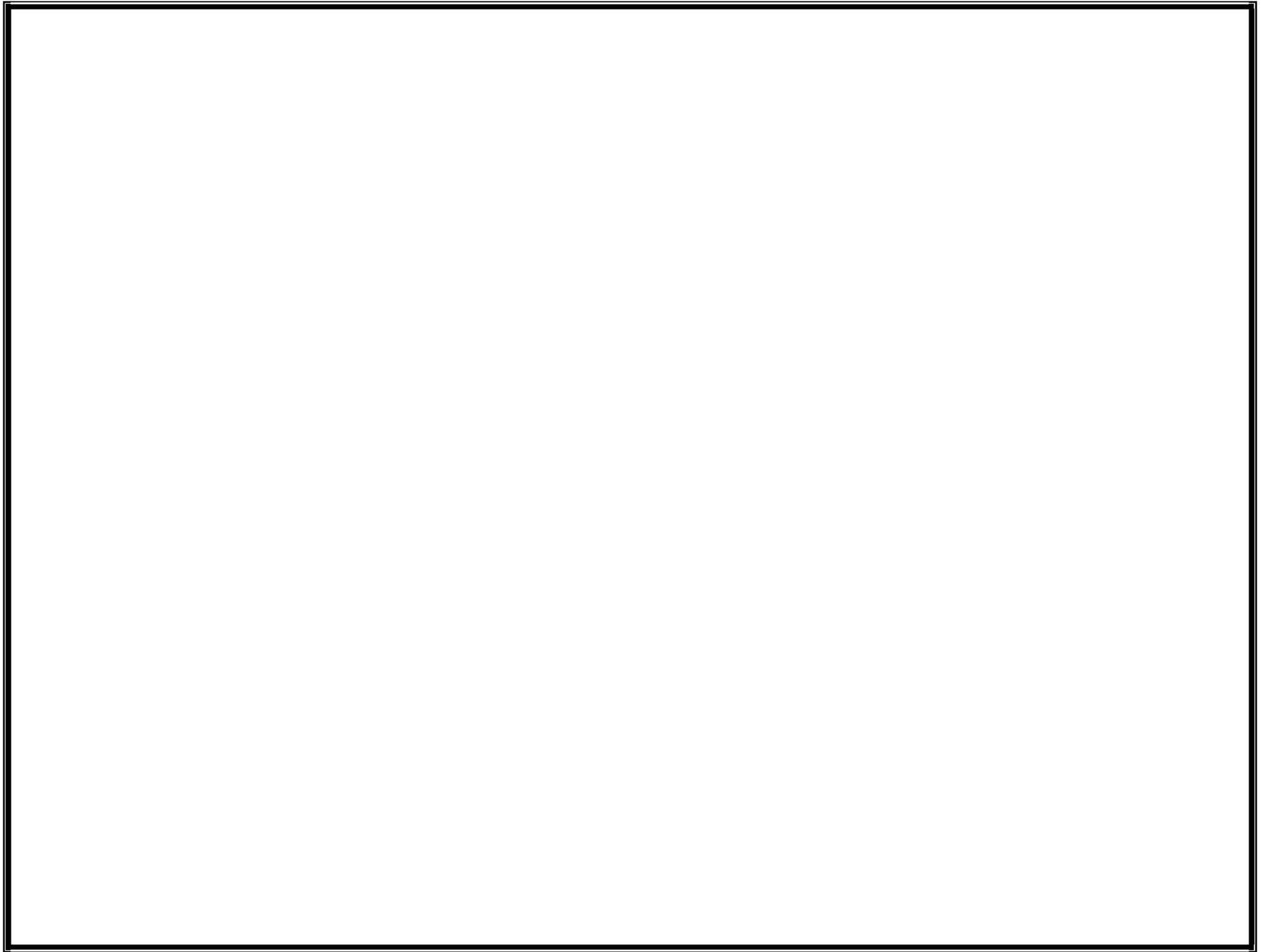
Percent Graduate Enrolled Includes First-Professional

Degrees Awarded Include Certificates

**Louisiana State University
Agricultural Center
Metric Data**



April 10, 2021



Louisiana State University Agricultural Center

Executive Summary

As a result of the COVID-19 pandemic, the AgCenter has transitioned the majority of educational programs statewide to virtual platforms. This includes working with producers, 4-H youth development initiatives and stakeholder training and educational opportunities through our extension network. We are now providing 4-H virtual recess for students, commodity field-days are being held online to update producers and industry stakeholders on the latest agricultural technology and research information, and community nutrition and outreach programs are transitioning to virtual programs.

With the restrictions on events and implementation of remote work status, lost revenue from cancelled events, direct costs of moving functions statewide to remote work locations and the purchase of sanitization and Personal Protective Equipment (PPE) have directly cost in excess of \$475,000 for FY2020. Additionally, the AgCenter is preparing for the investment of more than \$850,000 in information technology to replace significantly outdated computers, provide software for ADA compliance, improve connectivity at statewide parish offices and research stations, provide training for faculty and staff on new technology, which is essential to remaining in contact with stakeholders and updating security plans to combat increased risks to institutional information. This investment will better allow us to remain engaged with stakeholders and increase institutional IT security needs. Although the AgCenter received level funding for FY 2018-2019, prior reduced state appropriations and unfunded mandated costs continue to hamper our ability to maintain vital LSU AgCenter programs, which target agricultural productivity and profitability, coastal restoration, improved health and welfare, youth development, family success, community sustainability, conservation of soil and water resources, biofuel development, and more.

Stability in funding is a priority for the AgCenter and other non-formula institutions. Without students to generate tuition and fees, reductions to SFG, statutory dedications and increased operational costs (mandated costs) must be offset by reducing operations and programs. While the AgCenter does not have students, the AgCenter has provided financial support to the College of Agriculture annually in excess of \$400,000 to support increased opportunities for students and faculty needs.

Over the last few years, the AgCenter made significant changes in the way programs are developed and delivered. The statewide staffing program for agricultural agents was moved from a parish-based model to a broader commodity-based system meet clientele demands within existing resources. Throughout all functions, attention is being given to meeting stakeholder needs, recruiting students in agricultural disciplines for 4-H programs and for the College of Agriculture, expanding rural economic development initiatives and developing expanded opportunities for sustainable agricultural production.

The AgCenter has taken a variety of measures to balance the budget. Some of these measures include:

Partial hiring freezes in the last four years. Continued implementation of administrative restructuring; consolidation, restructuring of units; and adjusting programs accordingly. Restructuring of numerous faculty positions to jointly cover extension, research, and teaching needs.

Reviewing the overall staffing plan for field and station operations to better align programs and personnel with available resources and continue to maximize productivity. The staffing model for agricultural extension agents has been changed in response to reduced financial resources and the need for more highly technical information. Redesigned business processes to achieve efficiencies.

Studying all programs to ensure they align closely with core mission, clientele needs, and College of Agriculture student teaching objectives. Seeking opportunities to maximize resources through collaborative efforts internally and externally. Deferral of critical equipment and maintenance needs. Continued emphasis on external grant funding and recognition of faculty who excel in this area.

Retirement incentive programs in 2009 and 2010 and 2015.

Sustained effort to increase local support for parish Extension Service programs and redesign the overall funding model. Increased emphasis on securing private and corporate funding and other support.

Among the AgCenter's details in the attached are:

The LSU AgCenter continues to be a national leader in the area of technology transfer.

The Louisiana 4-H youth development program is one of the largest among our peers, and the success of that program remains steady. The reduced number of 4-H agents directly impacts the number of youth who can be reached and the variety of programs that can be offered. The AgCenter continues its commitment to a parish based 4-H model.

The AgCenter's website and other technology delivery tools continue to play an essential role in the extension outreach program.

Many factors can negatively impact the AgCenter's ability to deliver the level and range of research and educational programs to which the public is accustomed. The AgCenter continues to make every effort to maintain the most critical programs, to remain true to the core mission of improving the lives of Louisiana citizens, and to provide the most possible for every dollar invested in the LSU AgCenter. However, the current level of state funding will not sustain the AgCenter's programs. With the threat of declines in state financial support, the sustainability of these programs is facing significant threats.

In order to maintain the current level of programming within research, extension and teaching, the LSU AgCenter must have an increase in state general funding.

LSU AgCenter MISSION:

The overall mission of the LSU Agricultural Center is to enhance the quality of life for people through research and educational programs that develop the best use of natural resources, conserve and protect the environment, enhance development of existing and new agricultural and related enterprises, develop human and community resources, and fulfill the acts of authorization and mandates of state and federal legislative bodies.

LSU AgCenter

Metrics at a Glance

2019-2020

Legend:

Statistic		
High	X	Y
Low	Z	%

Most Recent Available
% Change from Previous Period

Increase from Previous Year 

No change 

Decrease from Previous Year 

Metric IV Research Expenditures

Total Research (in thousands)	
96,360	87,313
75,481	 14.6%

Number of all research publications	
1,052	727
581	 15.6%

Dollar amount of grants and contracts awards received	
32,357,786	28,950,671
19,423,446	 17.2%

Dollar amount of restricted expenditures	
49,511,168	41,461,510
29,658,844	 -16.3%

Number of 4-H volunteer leaders	
9,237	7,745
7,229	 -11.5%

Number of 4-H participants in community service activities	
49,737	49,737
38,082	 15.7%

Metric V Technology Transfer

Invention Disclosures	
54	29
25	 -14.7%

Licenses\Options Executed	
18	14
5	 27.3%

New Patents Filed - Total	
38	12
4	 -68.4%

Active License Agreements	
79	73
58	 5.8%

Licenses Generating Income	
79	39
34	 -17.0%

Total Licensing Income	
10,620,789	7,382,230
7,286,800	 -8.9%

Metric VI Revenues

Market Value of Endowment	
21,603,831	21,603,831
10,841,052	 9.1%

Earned Interest on Endowments	
691,188	691,188
344,837	 3.6%

Market Value (\$ Amount) of BoR Support Fund (Chairs & Professorships)	
10,088,082	9,924,666
5,755,850	 -1.6%

LSU AgCenter

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Field of Science & Engineering	FY 2014		FY 2015		FY 2016		FY 2017		FY 2018		FY 2019		FY 2020	
	Total	Federal												
a. Engineering (Total)	6,273	2,208	6,280	2,042	6,714	2,413	6,094	2,562	3,843	1,848	4,041	1,398	4,119	227
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Chemical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Civil	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(5) Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(6) Mechanical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(7) Metallurgical & materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(8) Other	6,273	2,208	6,280	2,042	6,714	2,413	6,094	2,562	3,843	1,848	4,041	1,398	4,119	227
b. Physical Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Astronomy	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Physics	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
c. Environmental Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Oceanography	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Mathematical Sciences (Total)	365	0	245	0	191	0	197	0	240	0	333	0	285	0
e. Computer Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	1,490	1,046
f. Life Sciences (Total)	76,575	9,174	78,428	10,801	83,144	11,713	74,477	9,404	70,989	10,311	70,829	11,320	78,297	9,933
(1) Agricultural	71,305	8,380	73,118	9,497	67,380	7,134	60,656	5,855	59,196	6,705	59,097	7,764	62,590	6,122
(2) Biological	5,270	794	5,310	1,304	5,538	932	5,396	938	5,163	1,187	5,149	1,361	6,436	1,293
(3) Medical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Natural Resources	0	0	0	0	10,226	3,647	8,425	2,611	6,630	2,419	6,583	2,195	9,271	2,518
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
g. Psychology (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
h. Social Sciences (Total)	3,443	870	3,483	1,136	0	0	0	0	0	0	0	0	2,406	443
(1) Economics	3,443	870	3,483	1,136	0	0	0	0	0	0	0	0	2,406	443
(2) Political science	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Sociology	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
i. Other Sciences, not elsewhere classified (Total)	0	0	204	0	332	0	163	0	409	0	1,013	0	716	0
j. Total (sum of a through i)	86,656	12,252	88,640	13,979	90,381	14,126	80,931	11,966	75,481	12,159	76,216	12,718	87,313	11,649

LSU AgCenter

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Enhance the Competitiveness and Sustainability of Louisiana's Food, Fiber, and Natural Resource Based Industries	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Average adoption rate of recommended best management practices	71.3%	78.1%	90.0%	76.5%	62.4%	67.2%	86.2%
Number of research projects	222	181	161	164	167	184	153
Number of all research publications	897	748	651	581	733	629	727
Number of refereed research publications only	458	298	318	317	385	332	362
Number of new and revised numbered extension publications	87	92	292	229	184	250	193

Support Increased Economic Opportunities and Improve Quality of Stakeholder's Life	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Dollar amount of grants and contracts awards received	19,423,446	20,232,503	32,357,786	27,803,644	24,186,753	24,706,605	28,950,671
Dollar amount of restricted expenditures	42,820,393	49,163,387	49,080,501	40,975,276	46,337,337	49,511,168	41,461,510
Number of educational programs - agriculture and natural resources programs	4,991	7,224	2,839	2,228	2,465	1,841	2,024
- nutrition and health programs	10,630	10,877	11,244	9,343	9,052	8,185	5,148
Number of educational contacts - agriculture and natural resources programs	666,437	648,609	761,380	673,718	731,210	619,400	815,444
- nutrition and health programs	265,119	278,133	288,843	243,604	262,063	232,987	149,782
Number of web-based contacts - number of web pages viewed	97,433,749	96,292,789	94,224,309	48,758,738	55,334,937	66,196,193	42,921,687

Build Leaders and Good Citizens through 4-H Youth Development	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Number of 4-H members and participants	221,223	221,223	324,773	160,455	178,801	188,302	115,440
Number of 4-H volunteer leaders	8,743	9,237	8,961	7,245	8,831	8,751	7,745
Number of 4-H participants in community service activities	46,729	46,637	49,484	41,489	46,628	43,005	49,737

LSU AgCenter

Metric V: Technology Transfer

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Invention Disclosures	36	34	54	29	44	34	29
Licenses\Options Executed	14	9	8	5	10	11	14
New Patents Filed - Total	13	4	17	37	14	38	12
New Patents Filed - First in Family	*	*	4	11	6	13	3
US Patents Issued	2	6	6	6	2	7	4
Active License Agreements	68	64	70	65	72	69	73
Licenses Generating Income	38	44	64	34	44	47	39
Total Licensing Income	\$9,258,701	\$9,757,484	\$7,301,731	\$7,996,886	\$7,286,800	\$8,107,006	\$7,382,230
Start-up Companies Formed	1	2	0	0	0	1	0
Legal Fees Expended	\$197,746	\$276,698	\$388,560	\$356,695	\$431,316	\$385,764	\$257,604
Legal Fees Reimbursed	\$97,776	\$97,776	\$75,697	\$30,714	Not reported	\$6,100	\$4,935
Percent of Expenses Reimbursed	49%	35%	19%	9%	N/A	2%	2%
Legal Fees as a % License Income	2%	3%	5%	4%	6%	5%	3%

LEGEND:

* = 2015-2016 was the first year to track

LSU AgCenter

Metric VI. The following metrics will identify the tuition

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value (Total at LSU Foundation)	\$16,017,523	\$15,539,337	\$15,032,023	\$17,132,251	\$17,624,854	\$19,800,393	\$21,603,831
Earned Interest on Endowments	\$585,576	\$613,260	\$534,880	\$609,629	\$623,883	\$667,027	\$691,188
Total # of Foundations	2	2	2	2	2	2	2
Foundations total Assets (\$ Amount) ¹	\$644,340,039	\$626,887,875	\$616,674,894	\$654,610,420	\$680,241,284	\$683,878,629	\$699,191,717
Click here to go to the Foundations Supplemental Table							
Total # of Board of Regents Support Funds	41	41	42	44	45	45	45
Total Value (\$ Amount) of BoR Support Fund	\$9,070,205	\$8,794,937	\$8,646,690	\$9,809,248	\$9,960,373	\$10,088,082	\$9,924,666
Click here to go to the BoR Support Funds Supplemental Table							

¹ Total assets from LSU Foundation audited consolidated financial statement and Louisiana 4-H Foundation. The only assets included in these statements that relate to the Tiger Athletic Foundation are the endowed funds the LSU Foundation manages for TAF. TAF's total assets are reported in its own financial statements. LSU Foundation total assets are included on LSU A&M, Law Center, and LSU Agricultural Center Metric reports

Endowment Value equals the market value of the endowment as of June 30 of the reporting year.

FTE- Full time equivalent

Payout from Endowment equals interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported financial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

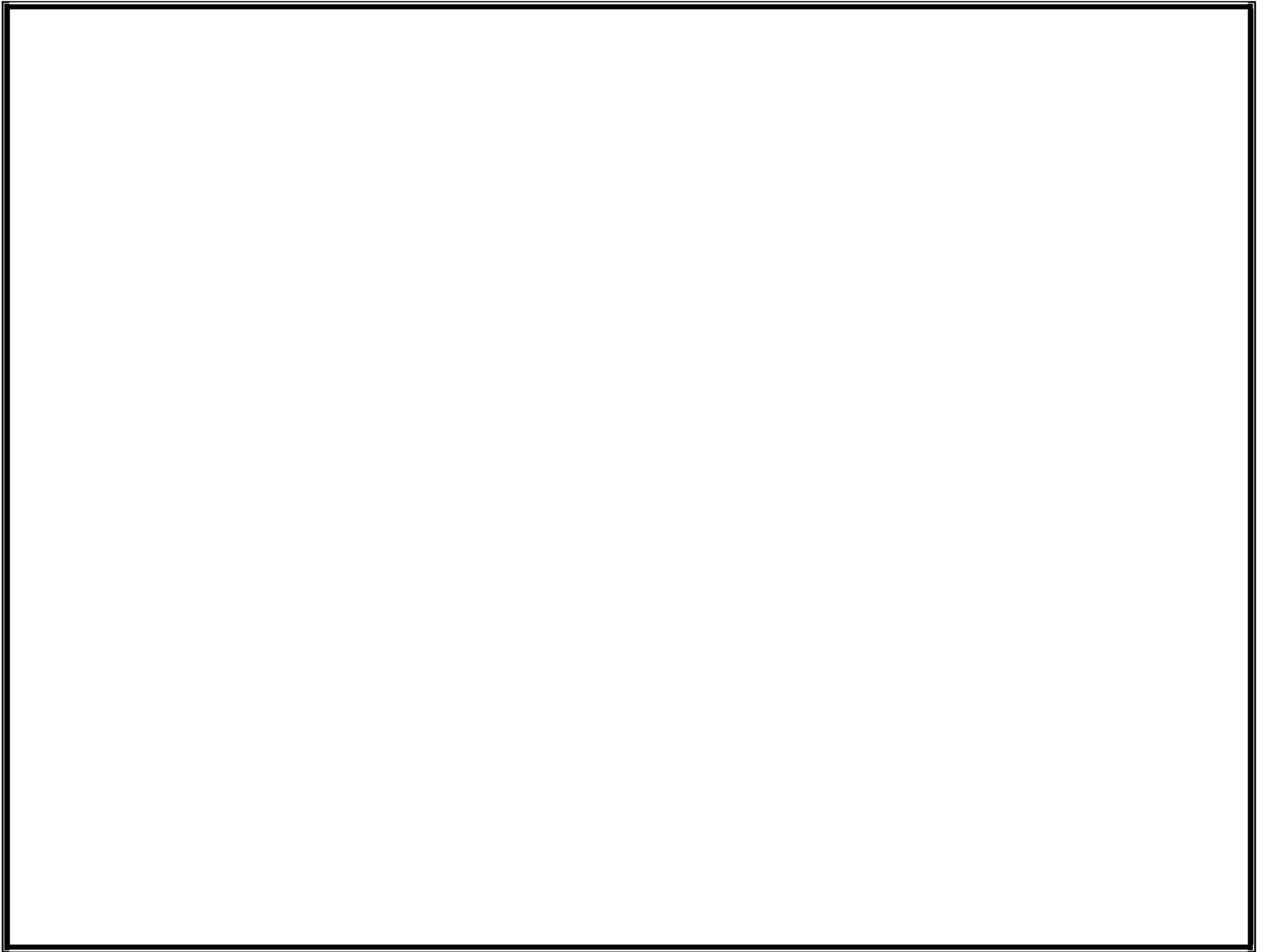
Table III: Summary of Campus Foundations

LSU Campus	Foundation	Total Assets <i>(\$ Amount)</i>		
AgCenter	LSU Foundation	697,962,113		
AgCenter	Louisiana 4-H Foundation	1,229,604		

**Louisiana State University Alexandria
Metric Data**



April 10, 2021



Louisiana State University Alexandria

Executive Summary

Metric 1 - Degrees Conferred

STEM graduations were up 21%. All other areas declined following record graduations last year.

Metric 2 - Enrollment Trends

Overall enrollment was at a record high due to increased online enrollment.

Metric 3 - Retention and Graduation Rates

This was a mixed bag. 2nd year retention increased. 3rd year retention decreased slightly. Graduation rates were slightly improved in most categories

Metric 5 - Tuition & Fees

Revenue from first time freshmen was up 3%. Net revenue from auxiliary enterprises was improved to 400,000 compared a loss the previous year. The endowment and state appropriations were down due to current economic conditions.

Metric 6 - Research

SCH gains in previous years continued this year while LSUA maintained the same the average section size.

Foundations

The LSUA Foundation began the year valued at \$36,882,987.00 and ended at \$37,002,538.00.

Benchmarks

Our part-time 2nd year retention increased compared to our benchmarks. Our state appropriation is 20% which is near the bottom of our peer group.

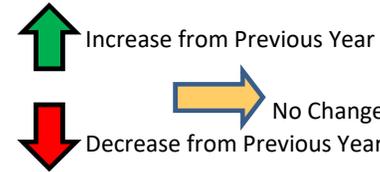
LSUA MISSION:

As the only state-supported undergraduate university in Louisiana, LSUA's mission is to provide a broad spectrum of affordable undergraduate degrees in a robust academic environment that challenges students to excel and creates proactive and reciprocal relationships that meet the needs of the diverse student body and community that it serves.

Louisiana State University Alexandria

Metrics at a Glance

2019-2020



Legend:

Statistic		Current	% Change from Previous Period
High	Y		
Low	Z		

Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric V Restricted Revenue	Metric VI Instruction Productivity																				
Associates <table border="1"> <tr><td>180</td><td>125</td></tr> <tr><td>92</td><td>↓ -4.6%</td></tr> </table>	180	125	92	↓ -4.6%	14th Day Enrollment for First Time Degree Seeking Freshmen <table border="1"> <tr><td>483</td><td>462</td></tr> <tr><td>371</td><td>↓ -1.1%</td></tr> </table>	483	462	371	↓ -1.1%	Average ACT Score <table border="1"> <tr><td>21.6</td><td>20.6</td></tr> <tr><td>19.4</td><td>↑ 0.5%</td></tr> </table>	21.6	20.6	19.4	↑ 0.5%	Market Value of Endowment <table border="1"> <tr><td>15,351,454</td><td>14,860,428</td></tr> <tr><td>10,077,336</td><td>↓ -3.2%</td></tr> </table>	15,351,454	14,860,428	10,077,336	↓ -3.2%	SCH Enrollment in Fall Semester Lecture and Seminar Courses <table border="1"> <tr><td>11,796</td><td>11,675</td></tr> <tr><td>7,493</td><td>↑ 3.0%</td></tr> </table>	11,796	11,675	7,493	↑ 3.0%
180	125																							
92	↓ -4.6%																							
483	462																							
371	↓ -1.1%																							
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7,493	↑ 3.0%																							
Bachelors <table border="1"> <tr><td>546</td><td>463</td></tr> <tr><td>131</td><td>↓ -15.2%</td></tr> </table>	546	463	131	↓ -15.2%	14th Day Degree Seeking New Transfer Student Enrollment <table border="1"> <tr><td>449</td><td>449</td></tr> <tr><td>184</td><td>↑ 33.6%</td></tr> </table>	449	449	184	↑ 33.6%	Second Year Retention <table border="1"> <tr><td>64.2%</td><td>60.0%</td></tr> <tr><td>40.3%</td><td>↑ 3.4%</td></tr> </table>	64.2%	60.0%	40.3%	↑ 3.4%	Total Gross Revenue From First-Time-Full-Time Freshmen <table border="1"> <tr><td>2,865,344</td><td>2,737,337</td></tr> <tr><td>999,471</td><td>↑ 2.6%</td></tr> </table>	2,865,344	2,737,337	999,471	↑ 2.6%	Tenure/tenure track (T/TT) FTE faculty assigned to classes <table border="1"> <tr><td>87</td><td>76</td></tr> <tr><td>63</td><td>↑ 1.3%</td></tr> </table>	87	76	63	↑ 1.3%
546	463																							
131	↓ -15.2%																							
449	449																							
184	↑ 33.6%																							
64.2%	60.0%																							
40.3%	↑ 3.4%																							
2,865,344	2,737,337																							
999,471	↑ 2.6%																							
87	76																							
63	↑ 1.3%																							
Grand Total Number of Degrees Awarded <table border="1"> <tr><td>685</td><td>592</td></tr> <tr><td>265</td><td>↓ -13.6%</td></tr> </table>	685	592	265	↓ -13.6%	Total Undergraduate Headcount as of 14th Class Day <table border="1"> <tr><td>3,500</td><td>3,500</td></tr> <tr><td>2,026</td><td>↑ 6.4%</td></tr> </table>	3,500	3,500	2,026	↑ 6.4%	Third Year Retention <table border="1"> <tr><td>50.6%</td><td>43.0%</td></tr> <tr><td>28.2%</td><td>↓ -15.0%</td></tr> </table>	50.6%	43.0%	28.2%	↓ -15.0%	Net Revenue From First-Time-Full-Time Freshmen <table border="1"> <tr><td>2,761,529</td><td>2,640,220</td></tr> <tr><td>847,886</td><td>↑ 2.9%</td></tr> </table>	2,761,529	2,640,220	847,886	↑ 2.9%	Total SCH's taught per FTE T/TT faculty <table border="1"> <tr><td>307</td><td>307</td></tr> <tr><td>196</td><td>↑ 2.0%</td></tr> </table>	307	307	196	↑ 2.0%
685	592																							
265	↓ -13.6%																							
3,500	3,500																							
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2,761,529	2,640,220																							
847,886	↑ 2.9%																							
307	307																							
196	↑ 2.0%																							
Total degrees awarded in STEM <table border="1"> <tr><td>34</td><td>34</td></tr> <tr><td>4</td><td>↑ 21.4%</td></tr> </table>	34	34	4	↑ 21.4%	Total number of High School Dual Enrollments <table border="1"> <tr><td>667</td><td>461</td></tr> <tr><td>189</td><td>↓ -0.2%</td></tr> </table>	667	461	189	↓ -0.2%	Six Year Graduation Rate <table border="1"> <tr><td>36.4%</td><td>30.6%</td></tr> <tr><td>11.1%</td><td>↓ -9.5%</td></tr> </table>	36.4%	30.6%	11.1%	↓ -9.5%	State Appropriation per FTE <table border="1"> <tr><td>6,529</td><td>1,648</td></tr> <tr><td>1,648</td><td>↓ -20.9%</td></tr> </table>	6,529	1,648	1,648	↓ -20.9%	Total SCH's taught per FTE non T/TT faculty <table border="1"> <tr><td>300</td><td>143</td></tr> <tr><td>143</td><td>↓ -8.0%</td></tr> </table>	300	143	143	↓ -8.0%
34	34																							
4	↑ 21.4%																							
667	461																							
189	↓ -0.2%																							
36.4%	30.6%																							
11.1%	↓ -9.5%																							
6,529	1,648																							
1,648	↓ -20.9%																							
300	143																							
143	↓ -8.0%																							
Total number of degrees awarded in Nursing <table border="1"> <tr><td>186</td><td>144</td></tr> <tr><td>57</td><td>↓ -22.6%</td></tr> </table>	186	144	57	↓ -22.6%	Total number of students enrolled who received TOPS <table border="1"> <tr><td>648</td><td>612</td></tr> <tr><td>374</td><td>↑ 5.7%</td></tr> </table>	648	612	374	↑ 5.7%	# of students passing licensure exams (Nurses) <table border="1"> <tr><td>145</td><td>145</td></tr> <tr><td>39</td><td>↑ 15.1%</td></tr> </table>	145	145	39	↑ 15.1%	Net Revenue Generated from auxiliary enterprises <table border="1"> <tr><td>691,170</td><td>442,734</td></tr> <tr><td>-1,214,584</td><td>↓ -251.7%</td></tr> </table>	691,170	442,734	-1,214,584	↓ -251.7%	% SCH's taught by T/TT faculty <table border="1"> <tr><td>64.0%</td><td>60.6%</td></tr> <tr><td>50.1%</td><td>↓ -1.0%</td></tr> </table>	64.0%	60.6%	50.1%	↓ -1.0%
186	144																							
57	↓ -22.6%																							
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374	↑ 5.7%																							
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691,170	442,734																							
-1,214,584	↓ -251.7%																							
64.0%	60.6%																							
50.1%	↓ -1.0%																							
Total number of degrees awarded in Allied Health <table border="1"> <tr><td>63</td><td>42</td></tr> <tr><td>19</td><td>↓ -33.3%</td></tr> </table>	63	42	19	↓ -33.3%	Total number of student enrolled in STEM <table border="1"> <tr><td>326</td><td>326</td></tr> <tr><td>192</td><td>↑ 17.3%</td></tr> </table>	326	326	192	↑ 17.3%	# of students passing licensure exams (BS in Elementary Education) <table border="1"> <tr><td>19</td><td>15</td></tr> <tr><td>13</td><td>→ 0.0%</td></tr> </table>	19	15	13	→ 0.0%		Direct unrestricted instructional expenditures per FTE student <table border="1"> <tr><td>4,822</td><td>4,455</td></tr> <tr><td>3,982</td><td>↓ -7.4%</td></tr> </table>	4,822	4,455	3,982	↓ -7.4%				
63	42																							
19	↓ -33.3%																							
326	326																							
192	↑ 17.3%																							
19	15																							
13	→ 0.0%																							
4,822	4,455																							
3,982	↓ -7.4%																							

Louisiana State University Alexandria

Metric I. The following metrics will identify the the number of degrees conferred by level and professions most important to Louisiana.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Campus total number of degrees awarded/conferred							
Associates	107	101	92	133	125	131	125
Certificates	8	10	3	9	7	8	4
Bachelors	200	218	217	269	389	546	463
Grand Total Number of Degrees Awarded	315	329	312	411	521	685	592
Total number of degrees awarded by race/ethnicity							
Hispanic	12	10	10	22	22	21	10
American Indian or Alaska Native	4	4	4	16	32	44	45
Asian	4	3	1	4	8	12	5
Black or African American	40	49	40	52	66	119	75
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
White	246	255	246	304	366	439	418
Two or More Races	8	7	0	10	20	21	10
Nonresident Alien	0	0	3	0	0	0	22
Race/Ethnicity Unknown	1	1	8	3	7	29	7
Total degrees awarded							
Total degrees awarded in STEM	14	17	17	15	18	28	34
Total number of degrees awarded in Allied Health	24	19	23	23	33	63	42
Total number of degrees awarded in Nursing	57	69	87	83	119	186	144
Total Teacher Education completions (Note BOR Teacher Education Initiatives)							
Total Completed (<i>Regular Program</i>)	19	17	15	18	26	29	23
Number Passed (<i>Regular Program</i>)	19	17	15	18	26	29	23
Percentage Passed (<i>Regular Program</i>)	100%	100%	100%	100%	100%	100%	100%
Total Completed (<i>Alternate Program</i>)	7	3	3	4	7	8	
Number Passed (<i>Alternate Program</i>)	7	3	3	4	7	8	7
Percentage Passed (<i>Alternate Program</i>)	100%	100%	100%	100%	100%	100%	100%
Total Completed (<i>Secondary Ed Minor</i>)	4	0	0	0	0	0	0
Number Passed (<i>Secondary Ed Minor</i>)	4	0	0	0	0	0	0
Percentage Passed (<i>Secondary Ed Minor</i>)	100%	0%	0%	0%	0%	0%	0%

Louisiana State University Alexandria

Metric I. The following metrics will identify the the number of degrees conferred by level and professions most important to Louisiana.

List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Nursing CIP Code/s

	4-Digit CIP Codes
Nursing	51.38

Allied Health CIP Code/s

Allied Health Elder Care Administration	51.07
Allied Health and Medical Assisting Services	51.08
Allied Health Diagnostic, Intervention, and Treatment Professions	51.09
Allied Health Medical Laboratory Science	51.10

Louisiana State University Alexandria

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Undergraduate							
14th Day Enrollment for First Time Degree Seeking Freshmen	430	464	483	479	461	467	462
14th Day Degree Seeking New Transfer Student Enrollment	241	335	318	304	281	336	449
14th Day Degree Seeking Re-Admit Enrollment	200	180	158	189	125	125	101
Degree Seeking Continuing Undergraduates	1,388	1,611	1,641	1,760	1,808	1,870	2,028
First-Time Post-Baccalaureate Non Degree Undergraduates						490	460
Total Undergraduate Headcount as of 14th Class Day	2,259	2,590	2,600	2,732	2,675	3,288	3,500
Undergraduate - First Time Degree Seeking Freshmen							
Full-time (In-State Residency)	367	369	408	375	379	382	374
Full-time (Non Residency)	38	58	34	23	30	37	49
Part-time (In-State Residency)	25	33	39	76	51	46	35
Part-time (Non Residency)	0	4	2	5	1	2	4
Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day	430	464	483	479	461	467	462
Undergraduate							
Full-time (In-State Residency)	1,434	1,538	1,648	1,653	1,644	1,704	1,806
Full-time (Non Residency)	115	171	202	171	174	185	242
Part-time (In-State Residency)	1,154	1,378	1,404	1,524	1,286	1,318	1,321
Part-time (Non Residency)	4	17	23	39	59	81	131
Total Undergraduate Headcount as of 14th Class Day	2,707	3,104	3,277	3,387	3,163	3,288	3,500
Graduate							
Full-time (In-State Residency)	0	0	0	0	0	0	0
Full-time (Non Residency)	0	0	0	0	0	0	0
Part-time (In-State Residency)	0	0	0	0	0	0	0
Part-time (Non Residency)	0	0	0	0	0	0	0
Total Graduate Headcount as of 14th Class Day	0						
Grand Total Headcount as of 14th Class Day (Undergraduate & Graduate)	2,707	3,104	3,277	3,387	3,163	3,288	3,500
Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	2,417	2,750	2,908	2,977	2,867	2,954	3,173
Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	0						
Total number of High School Dual Enrollments	422	553	633	667	463	462	461

Louisiana State University Alexandria

Metric II. The following metrics will provide the campus enrollment trends.

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Hispanic	18	17	7	1	9	7	15
American Indian or Alaska Native	13	49	39	4	47	46	35
Asian	4	9	4	15	7	6	6
Black or African American	64	76	83	102	86	101	91
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
White	306	301	321	317	291	291	292
Two or More Races	14	7	12	28	9	12	12
Nonresident Alien	10	0	12	2	0	0	4
Race/Ethnicity Unknown	1	5	5	10	12	4	7
Total	430	464	483	479	461	467	462
First Time Degree Seeking Enrollment by Gender as of 14th Class Day							
Male	261	255	306	291	136	182	173
Female	169	209	177	188	325	285	289
Total	430	464	483	479	461	467	462
Total Enrollment by Race and Ethnicity as of 14th Class Day							
Hispanic	114	117	88	81	74	63	77
American Indian or Alaska Native	48	183	249	298	282	308	361
Asian	41	45	52	52	45	45	62
Black or African American	462	542	580	583	580	593	646
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
White	1,963	2,095	2,142	2,198	2,050	2,154	2,246
Two or More Races	74	69	78	94	74	84	78
Nonresident Alien	0	0	0	0	0	0	0
Race/Ethnicity Unknown	5	53	88	81	58	41	30
Total	2,707	3,104	3,277	3,387	3,163	3,288	3,500
Total Enrollment by Gender as of 14th Class Day							
Male	840	1,078	1,084	1,140	961	990	1,001
Female	1,867	2,026	2,193	2,247	2,202	2,298	2,499
Total	2,707	3,104	3,277	3,387	3,163	3,288	3,500

Louisiana State University Alexandria

Metric II. The following metrics will provide the campus enrollment trends.

Louisiana Transfer Enrollment	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Transfer from Louisiana Community Colleges	84	91	98	125	143	196	264
Transfers from Louisiana Four-Year Universities	104	113	99	81	123	157	211
Student Credit Hours (SCH)							
Fall SCH	28,999	33,004	35,287	35,720	34,911	35,956	39,090
Spring SCH	26,002	29,644	31,005	31,928	31,960	31,546	32,623
Total number of students enrolled who received TOPS							
Performance	136	123	167	136	165	159	155
Opportunity	332	491	387	333	306	305	354
Honors	38	34	47	47	61	67	60
Tech	0	0	0	33	41	48	43
Total number of students enrolled who received TOPS	506	648	601	549	573	579	612
Enrollment by specified discipline							
Total number of student enrolled in STEM	226	230	241	266	274	278	326
Total number of students enrolled in Allied Health	937	815	867	712	878	878	811
Total number of students enrolled in Teacher Education (Note BOR Teacher Education Initiative)	166	141	130	144	174	207	259
Teacher Education Regular Program	151	129	123	133	131	191	248
Teacher Education Alternative Program	15	12	7	11	43	16	11

Note: In December 2012, Teacher Education Programs MATE & MATS enrollments moved from Regular to Alternative for 2009-10, 2010-11, and 2011-12

Note: Beginning with Fall 2014 reporting cycle, enrollment in STEM determined by the Complete College America (CCA) definition used by the Board of Regents. Data reported using CCA for 2008-09 through 2014-15

Note: Beginning with Fall 2014 reporting cycle, 14th day degree-seeking transfer enrollment includes fall and continuing summer transfers. This methodology used to report 2008-09 through 2015-16 data in December 2015.

Note: Beginning with Fall 2015 reporting cycle, headcount enrollment and student credit hours includes Hebert Law Center.

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Metric II. The following metrics will provide the campus enrollment trends.

List of STEM/SMART CIP code/s:

The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Allied Health CIP Code/s

51.07	Allied Health Elder Care Administration
51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions
51.10	Allied Health Medical Laboratory Science

Variables Description

Headcount Enrollment Undergraduate – Total number of full-time and part-time students enrolled in courses for undergraduate credit
Headcount Enrollment Graduate – Total number of full-time and part-time students enrolled in courses for graduate credit
Full-Time Equivalent (FTE) – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for
Full-Time Student Undergraduate - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)
Dual Enrollment - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled
Science Technology Engineering and Mathematics (STEM) - STEM enrollment is calculated based on STEM CIP codes.
Educations, Nursing, Allied Health - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in these field of study

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Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

Analysis of First-time, Full-time, Baccalaureate Degree-seeking Freshmen (Fall Cohorts)¹

Cohort Type	Cohort Year	Head Count	Average ACT	% continuation to_2nd_Yr	% continuation to_3rd_Yr	Cumulative% Graduating after 4 Yrs ¹	Cumulative % Graduating after 5 Yrs	Cumulative % Graduating after 6 Yrs	Cumulative% Graduating after 7 Yrs
Fall	2012	140	21.2	53.6%	46.4%	18.6%	30.5%	36.4%	36.4%
Fall	2013	148	20.6	64.2%	45.9%	16.0%	27.0%	33.8%	37.0%
Fall	2014	228	21.4	64.0%	47.8%	16.7%	28.8%	30.6%	
Fall	2015	237	20.5	55.7%	37.4%	16.9%	23.0%		
Fall	2016	233	20	56.1%	37.1%	12.7%			
Fall	2017	215	20.3	61.2%	50.6%				
Fall	2018	236	20.9	58.0%	43.0%				
Fall	2019	277	20.5	60.0%					
Fall	2020	293	20.6						
Louisiana Community College Transfers (LACCT)									
LACCT	2012	107							
LACCT	2013	95							
LACCT	2014	149							
LACCT	2015	208							
LACCT	2016	251							
LACCT	2017	237							
LACCT	2018	341							
LACCT	2019	421							
LACCT	2020	555							

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Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Number of students passing licensure exams									
Nurses	48	48	39	59	51	70	99	126	145
Clinical Laboratory Science	3	4	3	6	4	4	13	22	31
Radiologic Technology	12	7	18	9	9	12	11	15	8
Pharmacy Tech	5	11	8	10	4	11	10	8	4
BS in Elementary Education	14	17	19	17	15	13	19	15	15
Alternative Certificate in Elementary Education	4	3	2	3	1	2	2	2	2
Alternative Certification in Secondary Education	3	1	4	3	N/A	N/A	2	4	5
Alternative Certification in Health and Physical Education K-12	1	0	1	0	1	2	3	2	0
Minor in Education Leading to Secondary Education (6-12) Certification	3	1	4	3	N/A	N/A	N/A		0
Percentage of students passing licensure exams									
Nurses	96%	98%	93%	90%	94%	95%	95%	94%	95%
Clinical Laboratory Science	67%	80%	60%	100%	100%	100%	100%	100%	100%
Radiologic Technology	100%	100%	81%	89%	100%	100%	100%	100%	100%
Pharmacy Tech	100%	100%	100%	80%	100%	100%	100%	100%	100%
BS in Elementary Education	100%	100%	100%	100%	100%	100%	100%	100%	100%
Alternative Certificate in Elementary Education	100%	100%	100%	100%	100%	100%	100%	100%	100%
Alternative Certification in Secondary Education	100%	100%	100%	100%	N/A	N/A	100%	100%	100%
Alternative Certification in Health and Physical Education K-12	100%	NA	100%	100%	100%	100%	100%	100%	N/A
Minor in Education Leading to Secondary Education (6-12) Certification	100%	100%	100%	100%	N/A	N/A	N/A	N/A	N/A

¹ Numbers for each time period represent students graduating with bachelor degrees. There are several more who changed majors and received associate degrees.

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Metric V. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value	\$14,691,166	\$14,396,468	\$14,571,174	\$14,874,023	\$15,339,658	\$15,351,454	\$14,860,428
Earned Interest on Endowments	\$586,543	\$692,238	\$514,017	\$617,645	\$693,322	\$716,551	\$685,269
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$549,186	\$656,280	\$471,855	\$617,645	\$674,168	\$696,683	\$665,719
Total # of Foundations	1	1	1	1	1	1	1
Foundations total Assets (\$ Amount)	\$39,878,868	\$42,313,574	\$40,167,202	\$41,287,845	\$37,275,794	\$36,882,987	\$37,002,538
Click here to go to the Foundations Supplemental Table							
Total # of Board of Regents Support Fund							
Total Value (\$ Amount) of BoR Support Fund	\$4,395,494	\$6,201,976	\$7,811,894	\$8,418,445	\$8,776,062	\$8,917,080	\$8,916,365
Click here to go to the BoR Support Funds Supplemental Table							
Total Gross Revenue Generated from tuition and fees¹							
Total Gross Revenue From First-Time-Full-Time Freshmen	\$1,810,532	\$2,379,760	\$2,500,560	\$2,865,344	\$2,563,340	\$2,669,167	\$2,737,337
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$1,744,262	\$2,170,774	\$2,233,856	\$2,607,362	\$2,389,424	\$2,513,339	\$2,528,401
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$66,270	\$208,986	\$266,704	\$283,954	\$173,916	\$155,828	\$208,936
Net Revenue From First-Time-Full-Time Freshmen	\$1,696,468	\$2,264,339	\$2,409,962	\$2,761,529	\$2,442,689	\$2,565,279	\$2,640,220
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$1,628,609	\$2,092,528	\$2,184,505	\$2,549,759	\$2,307,816	\$2,435,514	\$2,570,702
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$67,859	\$175,786	\$240,100	\$255,629	\$134,873	\$129,765	
Financial Aid							
Total institutional dollars awarded need based aid for entering freshmen class	\$5,030	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class	\$102,110	\$115,421	\$90,598	\$267,702	\$111,019	\$100,213	\$95,367
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$5,030	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$83,018	\$78,246	\$49,351	\$240,538	\$65,790	\$70,725	\$74,718
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$19,092	\$33,200	\$26,604	\$27,164	\$45,228	\$20,559	\$21,147
State Appropriation per FTE²	\$3,333	\$2,742	\$2,477	\$1,720	\$1,954	\$2,083	\$1,648
Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)	(\$1,214,584)	\$36,519	\$278,710	\$197,379	\$110,605	(\$291,806)	\$442,734

¹ Prior year data only included revenue from tuition, and did not include revenue from fees. Revenue data reported for this year

² State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and

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Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.

Enrollment in Fall Semester Lecture and Seminar Courses	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Lower Division Undergraduate Courses							
Total Enrollment	5,708	7,279	8,325	9,129	8,210	7,991	8,113
Number of Sections	273	301	326	455	306	326	331
Average section size	20.9	24.2	25.5	20.1	26.8	24.5	24.5
Upper Division Undergraduate Courses							
Total Enrollment	1,785	2,061	2,256	2,667	3,214	3,349	3,562
Number of Sections	120	118	118	207	153	175	178
Average section size	14.9	17.5	19.1	12.9	21.0	19.1	20.0
All Lecture and Seminar Courses							
Total Enrollment	7,493	9,340	10,581	11,796	11,426	11,340	11,675
Number of Sections	393	419	444	662	459	501	509
Average section size	19.1	22.3	23.8	17.8	24.9	22.6	22.9
Fall Teaching Activity							
Tenure/tenure track (T/TT) FTE faculty assigned to classes ¹	67	68	66	63	67	75	76
Non tenure/tenure track FTE faculty assigned to classes ²	35	51	56	64	73	92	106
Organized class sections including labs, fall only							
Sections taught by tenure/tenure track faculty	292	283	306	413	271	444	454
Sections taught by non tenure/tenure track faculty	182	271	246	381	267	268	297
Average # of class sections taught per FTE T/TT faculty	4.36	4.16	4.65	6.56	4.04	5.92	5.97
Average # of class sections taught per FTE non T/TT faculty	5.20	5.31	4.39	5.95	3.66	2.91	2.80
% class sections taught by T/TT faculty	62	51	55	52	50	62	60
% class sections taught by non T/TT faculty	38	49	45	48	50	38	40
Student Credit Hours (SCH'S), fall only³							
Undergraduate	23,701	31,484	33,011	34,901	34,107	36,878	38,505
Total SCH's taught by T/TT faculty	14,269	16,717	17,676	18,556	17,102	22,551	23,315
Total SCH's taught by non T/TT faculty	9,432	14,767	15,335	16,345	17,005	14,327	15,190
Total SCH's taught per FTE T/TT faculty	213	246	269	295	255	301	307
Total SCH's taught per FTE non T/TT faculty	269	290	274	255	233	156	143
% SCH's taught by T/TT faculty	60%	53%	54%	53%	50%	61%	61%
% SCH's taught by non T/TT faculty	40%	47%	46%	47%	50%	39%	39%

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Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.

Annual Instruction and Research Ratios	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Annual student credit hours (SCH's), fall & spring							
Undergraduate	49,742	59,265	62,655	67,636	67,193	67,502	71,713
Annual FTE students ⁴	1,658	1,976	1,850	1,844	2,435	2,508	2,621
Direct unrestricted instructional expenditures	7,742,280	7,868,558	8,460,676	8,892,385	10,453,728	12,066,607	11,677,578
Disaggregated Direct Instructional Expenditures							
Salaries	5,097,409	5,073,437	5,170,729	5,493,239	5,949,085	6,555,287	6,632,716
Benefits	2,426,135	2,553,423	2,684,589	2,876,340	2,994,482	2,942,537	3,312,122
Other	218,736	241,698	605,358	598,275	1,510,161	2,568,783	1,732,740
Direct unrestricted instructional expenditures per SCH	156	133	135	131	156	179	163
Direct unrestricted instructional expenditures per FTE student ⁴	4,670	3,982	4,573	4,822	4,293	4,811	4,455
Personnel costs as % of direct unrestricted instructional expenditures	97.2%	96.9%	92.8%	94.1%	85.6%	78.7%	85.2%
Total FTE faculty	102	119	122	127	140	167	182
Total FTE T/TT faculty (instruction, research, public service)	68	68	66	63	67	75	76
Tenure/Tenure Track FTE faculty as % of total FTE faculty	67	57	54	50	48	45	42
Restricted research expenditures	20,526	7,337	5,012	6,129	5,263	23,249	3,500
Restricted research expenditures per FTE T/TT faculty	302	108	76	97	79	310	46

¹ FTE for tenured/tenure-track faculty based on 12 hr teaching load

² FTE for non-tenured/tenure-track faculty based on 15 hr teaching load. This group includes full-time instructors and Early Start HS teachers.

³ All SCHs reported in this spreadsheet are from the production database (not census) so as to accurately reflect B-term class enrollments.

⁴ Data reflects IPEDS Fall survey.

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Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.

Definitions:

Direct Expenditures for Instructions: Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

Instruction: Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

Salaries: Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

Benefits: Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in *Academe*. If no rate is available, we will use a default value of 28%.

Other Than Personnel Costs: This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

Research: This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

Public Service: Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

Federally Funded Research: As defined by NSF

Total Research and Expenditures: As defined by NSF

Table I: Affiliated Off-Campus Sites

LSUA System Campus	Name of Affiliated Off-Campus Site	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
	None						

Table II: Board of Regent Support Funds

LSUA System Campus	Name of Support Fund	Endowment Market Value as of 6/30/15	Endowment Market Value as of 6/30/16	Endowment Market Value as of 6/30/17	Endowment Market Value as of 6/30/18	Endowment Market Value as of 6/30/19	Endowment Market Value as of 6/30/20
LSUA	F. Hugh Coughlin Endowed Professorship	136,444.78	130,461.28	142,776.35	139,068.15	139,452.90	137,571.12
LSUA	Mark Eugene Howard Endowed Professorship in Liberal Arts (English)	169,137.77	161,009.43	177,811.85	172,942.90	169,926.93	169,926.93
LSUA	Huie Dellmon Trust Endowed Professorship in Science	182,855.76	174,099.76	192,118.30	186,868.93	187,037.26	183,649.43
LSUA	Howard M. and Eloise Ferris Mulder Endowed Professorship	132,825.30	126,921.33	139,016.76	135,380.15	135,727.61	133,817.34
LSUA	Jenkins-Mulder Endowed Professorship in Business	118,069.63	113,018.49	123,176.42	120,029.71	120,466.14	119,049.12
LSUA	Jack and Sue Ellen Jackson Endowed Professorship in Education	126,224.47	120,538.65	132,013.71	128,539.50	128,866.22	127,008.20
LSUA	Roy O. Martin Lumber Company Endowed Professorship in Nursing	167,463.72	159,488.68	113,114.17	171,142.26	171,310.71	168,250.49
LSUA	Frances Holt Freedman Endowed Professorship in History and Ethics of Nursing	135,906.06	129,676.40	140,930.97	137,227.32	137,771.42	135,991.72
LSUA	Huie Dellmon Trust Endowed Professorship in Liberal Arts and Science	147,306.87	140,639.57	154,311.58	150,232.35	150,559.14	148,296.91
LSUA	J.H. Johnson Endowed Professorship in Business	188,419.99	179,184.28	196,460.71	191,072.55	191,463.34	188,176.14
LSUA	Cliff E LaBorde Sr. Endowed Professorship in Education	133,047.49	126,878.17	139,620.33	136,372.58	136,592.37	134,328.27
LSUA	Barbara M. Martin Endowed Professorship in Nursing	183,832.20	174,834.16	193,320.95	187,971.14	188,053.74	184,426.12
LSUA	Roy and Vinita Martin Endowed Professorship in Math & Sciences	139,826.62	133,017.91	146,690.94	142,653.81	142,791.36	140,156.66
LSUA	Rapides Regional Medical Center Endowed Professorship in Radiologic Technology	136,385.13	130,400.03	142,655.78	138,951.29	137,475.93	137,475.93
LSUA	Carolyn Cole Saunders Endowed Professorship	115,900.42	111,087.70	120,570.18	117,547.74	118,079.61	116,909.51
LSUA	Robert Rife Saunders Endowed Professorship	115,900.15	111,087.40	120,569.71	117,547.28	118,079.18	116,909.09
LSUA	Roy O. Martin Jr. Endowed Professorship in Business	116,608.26	112,045.90	121,740.86	118,763.16	118,255.69	118,255.69
LSUA	Henry Dade Foote Family Endowed Professorship	115,071.56	110,505.22	119,777.47	116,839.83	117,413.89	116,424.13
LSUA	Charles Adrian Vernon and William K. Child Jr. Endowed Professorship in Business	117,131.08	112,350.60	122,286.95	119,233.14	119,713.52	118,491.11
LSUA	Vinita Johnson Martin Endowed Professorship (established 2010)	136,735.24	130,315.05	143,135.54	139,281.61	139,539.51	137,258.69
LSUA	Moreau Family First Generation Endowed Scholarship	115,299.28	110,059.19	120,872.91	117,667.86	117,900.96	116,087.09
LSUA	LSUA Alumni and Friends Endowed Chair	1,230,100.39	1,193,409.08	1,262,903.66	1,236,380.29	1,249,095.19	1,253,993.57
LSUA	Capital One Endowed Professorship in Business	67,191.33	103,976.93	114,044.93	111,007.04	111,256.92	109,547.96
LSUA	Scott O. Brame/CLECO Endowed Chair in Finance	1,027,305.96	993,632.71	1,131,141.62	1,101,938.50	1,105,714.94	1,091,373.58
LSUA	2010 Endw Scholarship for First Generation College Students	115,299.28	110,059.19	120,872.91	117,667.86	117,900.96	116,087.09
LSUA	Joanne Lyles White Endowed Professorship in Eduation	102,730.60	99,363.27	113,114.17	110,193.86	110,521.38	109,087.37
LSUA	2012 Endowed Scholarship for First Generation Collge Students	102,730.60	99,363.27	113,114.17	110,193.86	110,521.38	109,087.37
LSUA	Elder Care Administration Scholarship	102,730.60	99,363.27	113,114.17	110,193.86	110,521.38	109,087.37
LSUA	Michael Jenkins Firsst Generation Endowed Scholarship		100,342.48	115,535.04	112,471.98	112,694.13	110,960.62
LSUA	Richard Bryan Gwartney Endowed Professorship		106,318.12	122,576.67	119,232.70	119,431.91	117,371.71
LSUA	Howard and Eloise Mulder Endowed Chair in the Arts		1,005,836.66	1,140,672.07	1,110,824.85	1,113,576.55	1,097,788.45
LSUA	Mulder Endowed First Generation Scholarship #1		100,583.67	115,234.12	111,082.50	111,357.68	109,778.87
LSUA	Mulder Endowed First Generation Scholarship #2		100,583.67	115,234.12	111,082.50	111,357.68	109,778.87
LSUA	Mulder Endowed First Generation Scholarship #3		100,250.06	115,234.12	112,523.18	112,744.06	111,004.59
LSUA	Mulder Endowed First Generation Scholarship #4		100,250.06	115,234.12	112,523.18	112,744.06	111,004.59
LSUA	Mulder Endowed First Generation Scholarship #5						104,281.70
LSUA	Howard and Eloise Mulder Endowed Professorship #2		100,583.67	114,067.22	111,082.50	111,357.68	109,778.87
LSUA	Howard and Eloise Mulder Endowed Professorship #3		100,250.06	115,589.60	112,523.18	112,744.06	111,004.59
LSUA	Arnold Aubert Vernon Endowed Scholarship	523,495.75	500,108.22	569,908.63	554,969.03	556,440.08	548,594.03
LSUA	Holcombe Endowed Scholarship for 1st Generation Students				106,487.38	106,762.37	105,276.02
LSUA	Mary Jane Brown Endowed Scholarship for 1st Generation Students				107,545.56	107,817.48	106,281.65
LSUA	Virginia Harvey Holcombe Endowed Scholarship for 1st Generation Students				110,804.74	111,067.21	109,378.98
LSUA	Jeremiah and Kenneth Grant Holcombe Endowed Scholarship 1st Gen Allied Health				108,901.92	107,357.59	107,357.59
		6,201,976.29	7,811,893.59	8,418,445.48	8,451,224.13	8,482,531.13	8,916,365.13

Table III: Summary of Campus Foundations

LSUA System Campus	Foundation	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
LSUA	LSUA Foundation	\$ 42,313,574.00	\$ 40,167,202.00	\$ 41,287,845.43	\$ 37,275,794.00	\$ 36,882,987.00	\$ 37,002,538.00

Louisiana State University Alexandria

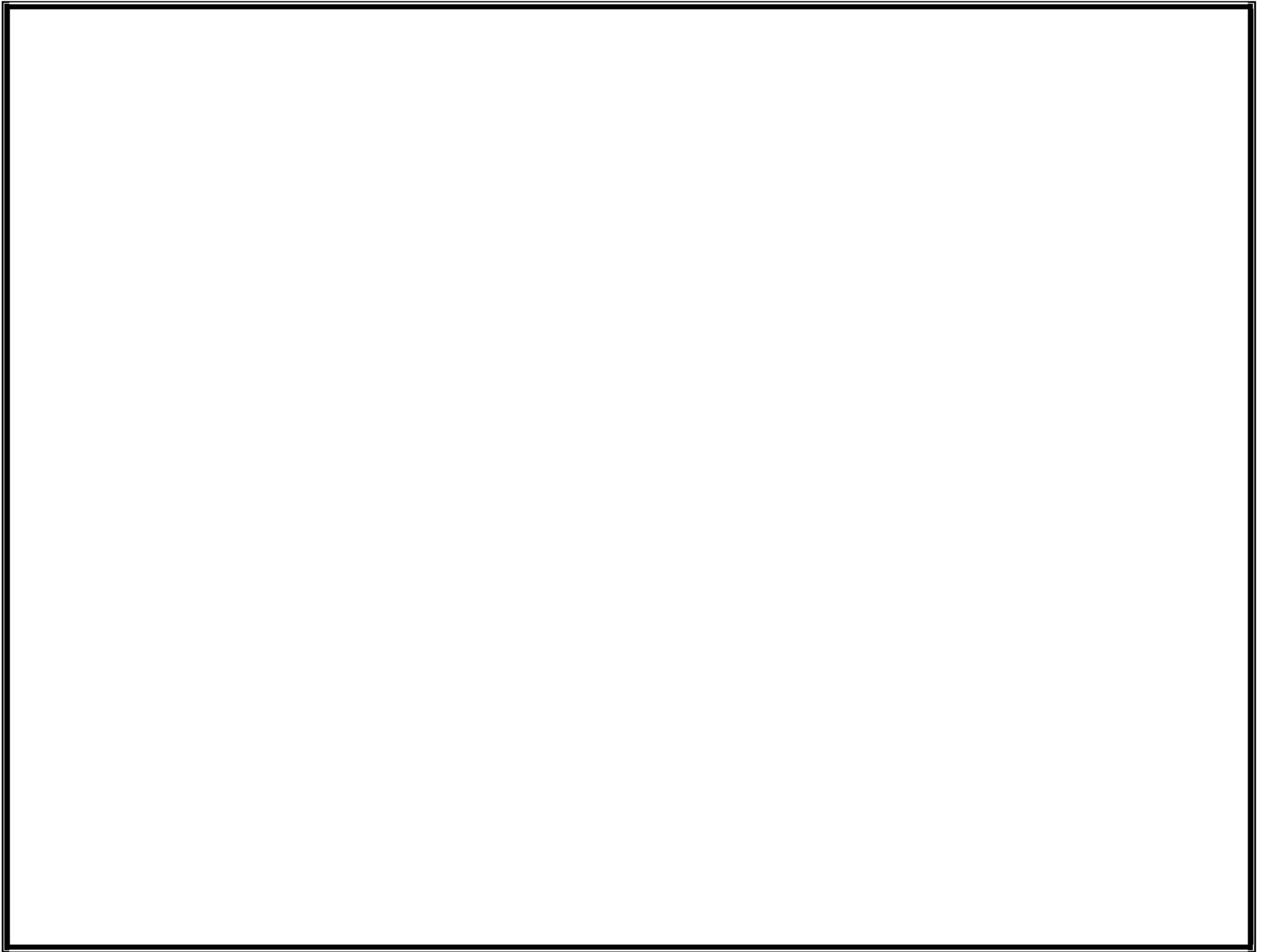
National Benchmark Report

	Retention rates		Graduation rates (Class of Fall 2013)	State appropriations as percent of core revenues
	Full Time	Part Time		
Louisiana State University Alexandria	58%	62%	28%	20%
University of Arkansas at Monticello	66%	NA	29%	40%
Dalton State College	63%	43%	25%	41%
Macon State College	NA	NA	NA	NA
North Georgia College & State University	62%	48%	32%	42%
Rogers State University	62%	32%	22%	26%
Lander University	63%	0%	46%	22%
University of South Carolina Aiken	64%	14%	39%	17%
Christopher Newport University	88%	0%	75%	30%
University of Mary Washington	80%	75%	65%	40%
Concord University	59%	0%	40%	28%
Shepherd University	69%	22%	48%	23%
The University of Virginia's College at Wise	67%	0%	44%	37%
University of Arkansas-Fort Smith	64%	29%	35%	32%

**Louisiana State University Eunice
Metric Data**



April 10, 2021



Louisiana State University Eunice

Executive Summary

Metric I Degrees Awarded: The degrees awarded show double digit improvement over 2018-19 in all categories with the exception of non-Nursing Allied Health degrees. The total of 50 was a decrease of 7 students from the high of 57. Additional positive gains that are noteworthy include the increase in STEM, Nursing and Degrees Awarded to Louisiana Residents. This achievement occurred despite the onset of the pandemic in March of 2020.

Metric II Enrollment: Overall enrollment indicators continue to improve. There was a significant increase in first time degree seeking freshmen (12.6%), 14th day Headcount (5.1%), Dual Enrollment (19.7%), TOPS students (7.0%). We believe C-19 contributed to the slight drop in Continuing Undergraduates Seeking Degrees (-3.6%).

Metric III Student Success: The first to second year retention of students improved and was close to all time highs. Work needs to continue on the retention of students from second to third year. Retention of at-risk students is 19% over the previous year. LSUE is embarking on university wide work on enrollment management and student success initiatives to improve retention and completion. Despite the pandemic, the mean GPA was 3.2% better than the previous year, although the percentage of Students in Good Academic Standing had a decrease from the previous year (-4.2%).

Metric V Revenue: It should be noted that Total Gross Revenue and Net Revenue for FT, FT, Freshman are based on Fall 2019 figures in which there was a decrease in enrollment from Fall 2018. Therefore the revenue was down. Market Value of Endowment, State Appropriation and Net Revenue from Auxiliary Enterprises show increases over the previous year.

Metric VI Instruction Productivity: Instructional productivity numbers were impacted by an overall decrease in enrollment from Fall 2018 to Fall 2019. This is reflected in the increase in the % of SCH's taught by Full-Time Faculty of 8.6%, rather than hire additional part-time faculty.

The benchmark report identifies LSUE as improving the majority of performance indicators in 2019-2020. LSUE is embarking on a university wide strategic planning initiative.

LSUE MISSION:

Louisiana State University at Eunice, a member of the Louisiana State University System, is a comprehensive, open admissions institution of higher education. The University is dedicated to high quality, low-cost education and is committed to academic excellence and the dignity and worth of the individual. To this end, Louisiana State University at Eunice offers associate degrees, certificates and continuing education programs as well as transfer curricula. Its curricula span the liberal arts, sciences, business and technology, pre-professional and professional areas for the benefit of a diverse population. All who can benefit from its resources deserve the opportunity to pursue the goal of lifelong learning and to expand their knowledge and skills at LSUE.

- In fulfillment of this mission, Louisiana State University at Eunice strives to achieve the following:
- Encourage traditional and nontraditional populations to take advantage of educational opportunities.
- Create a learning environment which facilitates the integration of knowledge and the development of the whole person.
- Provide a general education which requires all students to master the skills and competencies necessary for lifelong learning.
- Provide programs which parallel four-year college and university courses, including special honors courses, which are directly transferable.
- Prepare students to meet employment opportunities as determined by regional needs.
- Prepare programs of developmental studies which will upgrade student skills to the levels necessary for successful college experience.
- Provide necessary support services to help students realize their maximum potential.
- Create and offer programs of Continuing/Adult Education and community service which respond to the needs of the area.

Louisiana State University Eunice

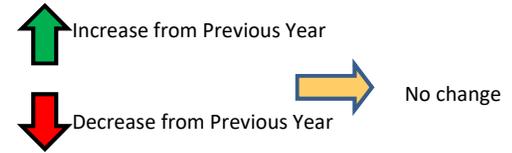
Metrics at a Glance

2019-2020

Legend:

Statistic		
High	X	Y
Low	Z	%

Most Recent Available
% Change from Previous Year



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric V Revenues	Metric VI Instruction Productivity	
Diploma	14th Day Enrollment for First Time Degree Seeking Freshmen	First to Second Year Retention	Market Value of Endowment	Total class sections taught per FTE full-time faculty	
4 0	920 883	53.8% 51.6%	2,347,515 2,347,515	5.5 5.4	
0 0.0%	706 12.6%	42.0% 0.9%	1,338,203 1.4%	4.3 -1.1%	
Associates	Degree Seeking Continuing Undergraduates	Second to Third Year Retention	Total Gross Revenue From First-Time-Full-Time Freshmen	Total class sections taught per FTE part-time faculty	
343 343	1,525 1,349	29.2% 26.4%	4,335,001 3,637,319	5.7 5.1	
245 13.6%	1,162 -3.6%	18.7% -9.5%	1,554,016 -16.1%	4.3 -1.9%	
Total Number of Degrees Awarded to Louisiana Residents	Total Undergraduate Headcount as of 14th Class Day	Success of Academically "At Risk" Students (LSUE Pathways to Success Program - ACT Composite of less than 15)	Net Revenue From First-Time-Full-Time Freshmen	Total SCH's taught per FTE full-time faculty	
381 381	3,232 3,142		4,079,513 3,489,078	376.6 365.8	
255 10.8%	2,508 5.1%		1,513,707 -14.5%	247.3 -2.3%	
Total degrees awarded in STEM	Total number of High School Dual Enrollments		Fall-to-Fall retention rate	State Appropriation per FTE	Total SCH's taught per FTE part-time faculty
31 31	567 558		53.0% 50.0%	4,496 3,108	352.7 302.3
3 29.2%	221 19.7%	42.0% 19.0%	2,224 39.7%	234.8 -4.8%	
Total number of degrees awarded in Allied Health	Total number of students enrolled who received TOPS	Percentage of Program Students in Good Academic Standing	Net Revenue Generated from auxiliary enterprises	% SCH's taught by full-time faculty	
57 50	673 673	83.0% 68.0%	677,652 457,244	80.0% 80.0%	
29 -12.3%	419 7.0%	68.0% -4.2%	-83,485 32.5%	69.1% 8.6%	
Total number of degrees awarded in Nursing	Total number of student enrolled in STEM	Mean Grade Point Average of Program Students	Direct instructional expenditures per FTE student		
80 78	343 207	2.47 2.24	3,078.0 2,976.0		
37 23.8%	160 -7.6%	2.17 3.2%	2,386.7 -3.3%		

Louisiana State University Eunice

Metric I. The following metrics will identify the number of degrees conferred by level and professions most important to Louisiana.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Campus total number of degrees awarded/conferred							
Diploma	0	0	0	0	0	0	0
Certificates *	11	26	22	20	13	44	47
Associates	323	296	292	278	298	302	343
Total Number of Degrees Awarded to Louisiana Residents	330	319	309	293	307	344	381
Total Number of Degrees Awarded to Out of State Residents	4	3	5	5	4	2	9
* Includes Post-Associate certificates							
Total number of degrees awarded by race/ethnicity							
Hispanic	3	6	5	4	7	5	5
American Indian or Alaska Native	3	4	1	1	4	1	3
Asian	0	1	1	3	1	1	1
Black or African American	44	40	47	61	51	58	52
Native Hawaiian or Other Pacific Islander	0	1	0	0	0	0	0
White	276	263	251	222	233	263	293
Two or More Races	3	4	1	5	1	7	12
Nonresident Alien	1	0	2	1	2	0	6
Race/Ethnicity Unknown	4	3	6	1	12	11	18
Total degrees awarded							
Total degrees awarded in STEM	13	15	16	28	19	24	31
Total number of degrees awarded in Nursing	43	38	44	37	65	63	78
Total number of degrees awarded in Allied Health	39	39	29	32	31	57	50

Louisiana State University Eunice

Metric I. The following metrics will identify the number of degrees conferred by level and professions most important to Louisiana.

List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Nursing CIP Code/s

	4-Digit CIP Codes
Nursing	51.38

Allied Health CIP Code/s

Allied Health and Medical Assisting Services	51.08
Allied Health Diagnostic, Intervention, and Treatment Professions	51.09

Louisiana State University Eunice

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Undergraduate							
14th Day Enrollment for First Time Degree Seeking Freshmen	801	724	869	801	920	784	883
14th Day Degree Seeking New Transfer Student Enrollment	160	172	176	226	221	166	193
14th Day Degree Seeking Re-Admit Enrollment	149	172	130	152	160	129	129
Degree Seeking Continuing Undergraduates	1,322	1,162	1,232	1,298	1,347	1,400	1,349
First-Time Post-Baccalaureate	0	0	0	0	0	0	0
Non Degree Undergraduates	306	278	499	567	584	510	588
Total Undergraduate Headcount as of 14th Class Day	2,738	2,508	2,906	3,044	3,232	2,989	3,142
Undergraduate - First Time Degree Seeking Freshmen							
Full-time (In-State Residency)	593	563	652	640	749	635	695
Full-time (Non Residency)	9	5	32	24	45	43	68
Part-time (In-State Residency)	191	154	182	132	123	106	114
Part-time (Non Residency)	5	2	3	5	3	0	6
Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day	798	724	869	801	920	784	883
Undergraduate							
Full-time (In-State Residency)	1,332	1,241	1,342	1,393	1,628	1,508	1,543
Full-time (Non Residency)	19	20	46	36	56	74	111
Part-time (In-State Residency)	1,378	1,242	1,511	1,605	1,540	1,403	1,459
Part-time (Non Residency)	9	5	7	10	8	4	29
Total Undergraduate Headcount as of 14th Class Day	2,738	2,508	2,906	3,044	3,232	2,989	3,142
Graduate							
Full-time (In-State Residency)	0	0	0	0	0	0	0
Full-time (Non Residency)	0	0	0	0	0	0	0
Part-time (In-State Residency)	0	0	0	0	0	0	0
Part-time (Non Residency)	0	0	0	0	0	0	0
Total Graduate Headcount as of 14th Class Day	0						
Grand Total Headcount as of 14th Class Day (Undergraduate & Graduate)	2,738	2,508	2,906	3,044	3,232	2,989	3,142
Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	2,216	2,061	2,307	2,419	2,669	2,533	2,620
Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	0						
Total number of High School Dual Enrollments	306	278	498	567	530	466	558

Louisiana State University Eunice

Metric II. The following metrics will provide the campus enrollment trends.

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Hispanic	19	10	18	15	32	31	30
American Indian or Alaska Native	10	5	3	2	4	6	4
Asian	4	2	3	3	5	2	6
Black or African American	221	196	253	202	267	196	294
Native Hawaiian or Other Pacific Islander	0	0	1	1	0	1	0
White	527	491	561	542	563	510	508
Two or More Races	14	13	22	20	24	26	10
Nonresident Alien	2	4	1	5	17	7	1
Race/Ethnicity Unknown	4	3	7	11	8	5	30
Total	801	724	869	801	920	784	883
First Time Degree Seeking Enrollment by Gender as of 14th Class Day							
Male	254	240	279	244	307	254	253
Female	547	484	590	557	613	530	630
Total	801	724	869	801	920	784	883
Total Enrollment by Race and Ethnicity as of 14th Class Day							
Hispanic	48	42	47	52	75	87	88
American Indian or Alaska Native	21	20	15	13	15	20	15
Asian	19	16	20	17	18	24	31
Black or African American	716	636	737	707	799	701	800
Native Hawaiian or Other Pacific Islander	2	2	1	2	2	1	1
White	1,857	1,716	1,980	2,105	2,172	2,029	2,040
Two or More Races	45	41	55	72	91	76	64
Nonresident Alien	9	11	10	10	22	20	9
Race/Ethnicity Unknown	21	24	41	66	38	31	94
Total	2,738	2,508	2,906	3,044	3,232	2,989	3,142
Total Enrollment by Gender as of 14th Class Day							
Male	799	755	876	865	933	842	828
Female	1,939	1,753	2,030	2,179	2,299	2,147	2,314
Total	2,738	2,508	2,906	3,044	3,232	2,989	3,142

Louisiana State University Eunice

Metric II. The following metrics will provide the campus enrollment trends.

Louisiana Transfer Enrollment	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Transfer from Louisiana Community Colleges	46	55	62	56	85	52	56
Transfers from Louisiana Four-Year Universities	78	78	81	67	102	119	128
Student Credit Hours (SCH)							
Fall SCH	26,592	24,735	27,687	29,027	32,032	30,400	31,447
Spring SCH	23,261	23,588	26,488	27,021	27,675	25,406	
Total number of students enrolled who received TOPS							
Performance	102	102	156	131	140	130	121
Opportunity	284	263	336	309	326	322	325
Honors	21	15	24	24	31	28	24
Tech	61	39	35	93	112	149	203
Total number of students enrolled who received TOPS	468	419	551	557	609	629	673
Enrollment by specified discipline							
Total number of student enrolled in STEM	192	167	185	225	343	224	207
Total number of students enrolled in Allied Health	834	876	1,019	1,039	1,207	1,211	546
Total number of students enrolled in Teacher Education (Note BOR Teacher Education Initiative)	0						
Teacher Education Regular Program	0	0	0	0	0	0	0
Teacher Education Alternative Program	0	0	0	0	0	0	0

Note: Beginning with Fall 2014 reporting cycle, enrollment in STEM determined by the Complete College America (CCA) definition used by the Board of Regents. Data reported using CCA for 2008-09 through 2014-15

Note: Beginning with Fall 2014 reporting cycle, 14th day degree-seeking transfer enrollment includes fall and continuing summer transfers. This methodology used to report 2008-09 through 2015-16 data in December 2015.

Louisiana State University Eunice

Metric II. The following metrics will provide the campus enrollment trends.

List of STEM/SMART CIP code/s:

The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

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0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Allied Health CIP Code/s

51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions

Variables Description

Headcount Enrollment Undergraduate – Total number of full-time and part-time students enrolled in courses for undergraduate credit.

Headcount Enrollment Graduate – Total number of full-time and part-time students enrolled in courses for graduate credit.

Full-Time Equivalent (FTE) – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.

Full-Time Student Undergraduate - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)

Dual Enrollment - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.

Science Technology Engineering and Mathematics (STEM) - STEM enrollment is calculated based on STEM CIP codes.

Educations, Nursing, Allied Health - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in these field of study.

Louisiana State University Eunice

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

Analysis of First-time, Full-time, Associate Degree-seeking Freshmen

Cohort Type	Cohort Year	Head Count	% continuation to_2nd_Yr	% continuation to_3rd_Yr	% Graduation in_1st_Yr	% Graduation in_2nd_Yr	% Graduation in_3rd_Yr	% Graduation 150 Total	% Graduation in_4th_Yr	% Graduation in_5th_Yr	% Graduation in_6th_Yr
Total	2012	284	50.0%	25.0%	0.0%	6.0%	7.39%	13.4%	3.5%	1.4%	1.1%
Total	2013	250	51.6%	26.40%	0.4%	5.6%	10.00%	16.0%	5.2%	2.8%	0.4%
Total	2014	316	47.78%	23.42%	0.0%	3.8%	6.01%	9.8%	5.0%	2.5%	0.6%
Total	2015	322	52.48%	27.64%	0.3%	5.3%	7.45%	13.0%	6.5%	2.5%	
Total	2016	371	45.28%	24.80%	0.0%	4.3%	7.55%	11.9%	5.7%		
Total	2017	364	52.75%	29.12%	0.0%	3.6%	9.60%	13.2%			
Total	2018	497	51.11%	26.36%							
Total	2019	671	51.56%								
Total	2020	744									

Student Progression, Number of Full Time Student Completing	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Original Full-Time Cohort	FA06 - 1592	FA07 - 1585	FA08 - 1609	FA09 - 1688	FA10_1655	FA11-1472	FA12-1394	FA13-1283	FA14-1351	FA15-1261	FA16-1388
Up to 24 hours after 4 semesters	544	535	560	572	567	497	498	441	459	459	472
36 hours after 6 semesters	251	249	256	231	254	229	205	200	200	202	217
48 hours after 8 semesters	118	103	89	94	101	91	91	89	98	80	86
Success of Academically "At Risk" Students (LSUE Pathways to Success Program - ACT Composite of less than 15)	2012	2013	2014	2015	2016	2017	2018	2019	2020		
Fall-to-Fall retention rate	47%	45%	50%	44%	49%	44%	53%	42%	50.00%		
Percentage of Program Students in Good Academic Standing	76%	79%	72%	77%	83%	72%	73%	71%	68%		
Percentage of Students Dropped from the University for Poor Academic Performance	5%	4%	4%	4%	4%	5%	5%	6%	3%		
Mean Grade Point Average of Program Students	2.242	2.356	2.326	2.365	2.362	2.474	2.33	2.17	2.24		
Employer Satisfaction Rate with Nursing and Allied Health Field Graduates	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Nursing	100	100	100	100	100	100		100	100	100	
Radiologic Technology	100	100	100	100	100	100	100	100	100	100	
Respiratory Care	100	100	100	100	100	100	100	100	100		
Diagnostic Medical Sonography	100	100	100	100	100	NA	NA	NA	100		
Surgical Technology	NA										

Louisiana State University Eunice

Metric V. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value	2,057,243	1,981,610	1,837,643	2,109,241	2,191,846	2,315,053	2,347,515
Earned Interest on Endowments	75,524	78,306	69,489	76,554	79,046	84,067	86,549
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	75,524	78,306	69,489	76,554	79,046	84,067	86,549
Total # of Foundations	1	1	1	1	1	1	1
Foundations total Assets (\$ Amount)	2,299,912	2,216,806	2,138,652	2,284,262	2,416,910	2,916,166	3,250,416
Total # of Board of Regents Support Fund	7	7	7	8	8	11	15
Total Value (\$ Amount) of BoR Support Fund	1,002,079	971,532	923,446	1,021,031	1,086,106	1,116,027	1,195,712
Total Gross Revenue Generated from tuition and fees							
Total Gross Revenue From First-Time-Full-Time Freshmen	1,840,181	2,185,116	2,365,465	3,161,076	3,108,428	4,335,001	3,637,319
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	1,696,105	2,113,027	2,318,743	2,885,181	2,193,895	3,861,157	3,221,460
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	144,074	72,089	46,722	275,894	214,533	473,844	415,859
Net Revenue From First-Time-Full-Time Freshmen	1,774,591	2,141,366	2,314,873	3,128,524	3,040,161	4,079,513	3,489,078
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	1,679,468	2,096,098	2,284,243	2,874,086	2,863,176	3,752,908	3,172,638
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	95,123	45,269	30,630	254,438	176,895	326,605	316,440
Financial Aid							
Total institutional dollars awarded need based aid for entering freshmen class	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need aid for entering freshmen class	\$236,612	\$211,889	\$263,850	\$284,239	\$337,496	\$699,499	\$495,940
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$135,659	\$155,752	\$234,113	\$255,046	\$263,798	\$369,538	\$309,257
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$100,953	\$56,138	\$29,737	\$29,193	\$73,698	\$191,104	\$186,683
State Appropriation per FTE ¹	\$2,731	\$2,351	\$2,765	\$2,457	\$2,300	\$2,224	\$3,108
Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)	\$48,967	\$142,286	\$103,965	\$42,390	(\$83,485)	\$677,652	\$457,244

¹ State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory Dedications.

Louisiana State University Eunice

Metric V. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

Endowment Value equals the market value of of the endowment as of June 30 of the reporting year.

FTE Full time equivalent

Payout from Endowment equal interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported finaicial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

Louisiana State University Eunice

Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.

	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
Average Section Size in Lecture and Seminar courses							
Total Enrollment	8,395	7,796	8,745	9,159	10,138	9,512	10,012
Number of Sections	371	352	368	401	413	372	378
Average section size	23	22	24	23	25	26	26
Full-Time Academic FTE faculty assigned to classes							
Full-Time Academic FTE faculty assigned to classes	75.6	58.9	65.1	67.4	55.6	62.8	69.0
Part-Time Academic FTE faculty assigned to classes							
Part-Time Academic FTE faculty assigned to classes	21.9	19.7	18.2	24.4	25.4	23.3	19.0
Non-Academic FTE assigned to classes							
Non-Academic FTE assigned to classes	2.1	2.1	1.3	1.4	1.5	4.1	1.5
Sections taught by full-time faculty							
Sections taught by full-time faculty	332	323	355	344	307	341	371
Sections taught by part-time faculty							
Sections taught by part-time faculty	114	111	103	128	143	120	96
Sections taught by non-academic staff							
Sections taught by non-academic staff	12	11	7	7	8	34	10
Total sections	458	445	465	479	458	495	478
Total class sections taught per FTE full-time faculty							
Total class sections taught per FTE full-time faculty	4.5	5.5	5.5	5.1	5.5	5.4	5.4
Total class sections taught per FTE part-time faculty							
Total class sections taught per FTE part-time faculty	5.2	5.6	5.7	5.2	5.6	5.1	5.1
Total class sections taught per FTE non-academic staff							
Total class sections taught per FTE non-academic staff	5.7	5.3	5.4	5.0	5.3	8.3	6.7
% class sections taught by full-time faculty							
% class sections taught by full-time faculty	72.5	72.6	76.3	71.8	67.0	68.9	77.6
% class sections taught by part-time faculty							
% class sections taught by part-time faculty	24.9	24.9	22.2	26.7	31.2	24.2	20.1
% class sections taught by non-academic staff							
% class sections taught by non-academic staff	2.6	2.5	1.5	1.5	1.7	6.9	2.1
Total student credit hours							
Total student credit hours	26,592	24,735	27,687	29,027	30,308	31,917	31,561
Total SCH's taught by full-time faculty							
Total SCH's taught by full-time faculty	18,699	18,328	21,697	22,173	20,941	23,505	25,241
Total SCH's taught by part-time faculty							
Total SCH's taught by part-time faculty	7,014	5,744	5,573	6,623	8,959	7,401	5,744
Total SCH's taught by non-academic staff							
Total SCH's taught by non-academic staff	879	663	417	231	408	1,011	576
Total SCH's taught per FTE full-time faculty							
Total SCH's taught per FTE full-time faculty	247.3	311.3	333.3	329.0	376.6	374.6	365.8
Total SCH's taught per FTE part-time faculty							
Total SCH's taught per FTE part-time faculty	320.3	291.7	306.2	271.4	352.7	317.5	302.3
Total SCH's taught per FTE non-academic staff							
Total SCH's taught per FTE non-academic staff	418.3	321.5	320.8	165.0	272.0	246.6	384.0
% SCH's taught by full-time faculty							
% SCH's taught by full-time faculty	70.3%	74.1%	78.4%	76.4%	69.1%	73.6%	80.0%
% SCH's taught by part-time faculty							
% SCH's taught by part-time faculty	26.4%	23.2%	20.1%	22.8%	29.6%	23.2%	18.2%
% SCH's taught by non-academic staff							
% SCH's taught by non-academic staff	3.3%	2.7%	1.5%	0.8%	1.3%	3.2%	1.8%

Louisiana State University Eunice

Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.

Annual	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Total Annual student credit hours, fall & spring	47,663	51,275	54,175	59,840	59,707	59,514	
FTE students	1,986	2,136	2,257	2,493	2,488	2,480	
Direct instructional expenditures	6,035,154	5,990,631	6,570,769	7,567,227	7,657,437	7,380,620	
Direct instructional expenditures per SCH	127	117	121	126	128	124	
Direct instructional expenditures per FTE student	3,039	2,805	2,911	3,035	3,078	2,976	
Personnel cost as % of Direct Instructional Expenditures	97.8	97.25	97.03	96.78	96.45	96.88	
Total FTE faculty (instruction, research, public service)	99.6	101.8	98.77	82.56	90.19	90.06	
Full-time FTE faculty as % of total FTE faculty	75.90%	74.90%	77.00%	67.34%	69.58%	76.62%	

Definitions:

Direct Expenditures for Instructions: Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

Instruction: Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

Salaries: Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

Benefits: Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in *Academe*. If no rate is available, we will use a default value of 28%.

Other Than Personnel Costs: This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

Louisiana State University Eunice

Metric VI. The following metrics will identify teaching and research productivity per FTE faculty.

Research: This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

Public Service: Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

Federally Funded Research: As defined by NSF

Total Research and Expenditures: As defined by NSF

Louisiana State University Eunice National Benchmark Report

	Success rates in developmental courses			Success rates in the first general education course after developmental courses.			The percentage of students who completed their developmental education sequence
	English	Math	Reading	English	Math	Reading/Social Sciences	
Louisiana State University Eunice	80%	64%	81%	73%	71%	69%	37%
National Average	63%	50%	63%	78%	62%	69%	30-40%

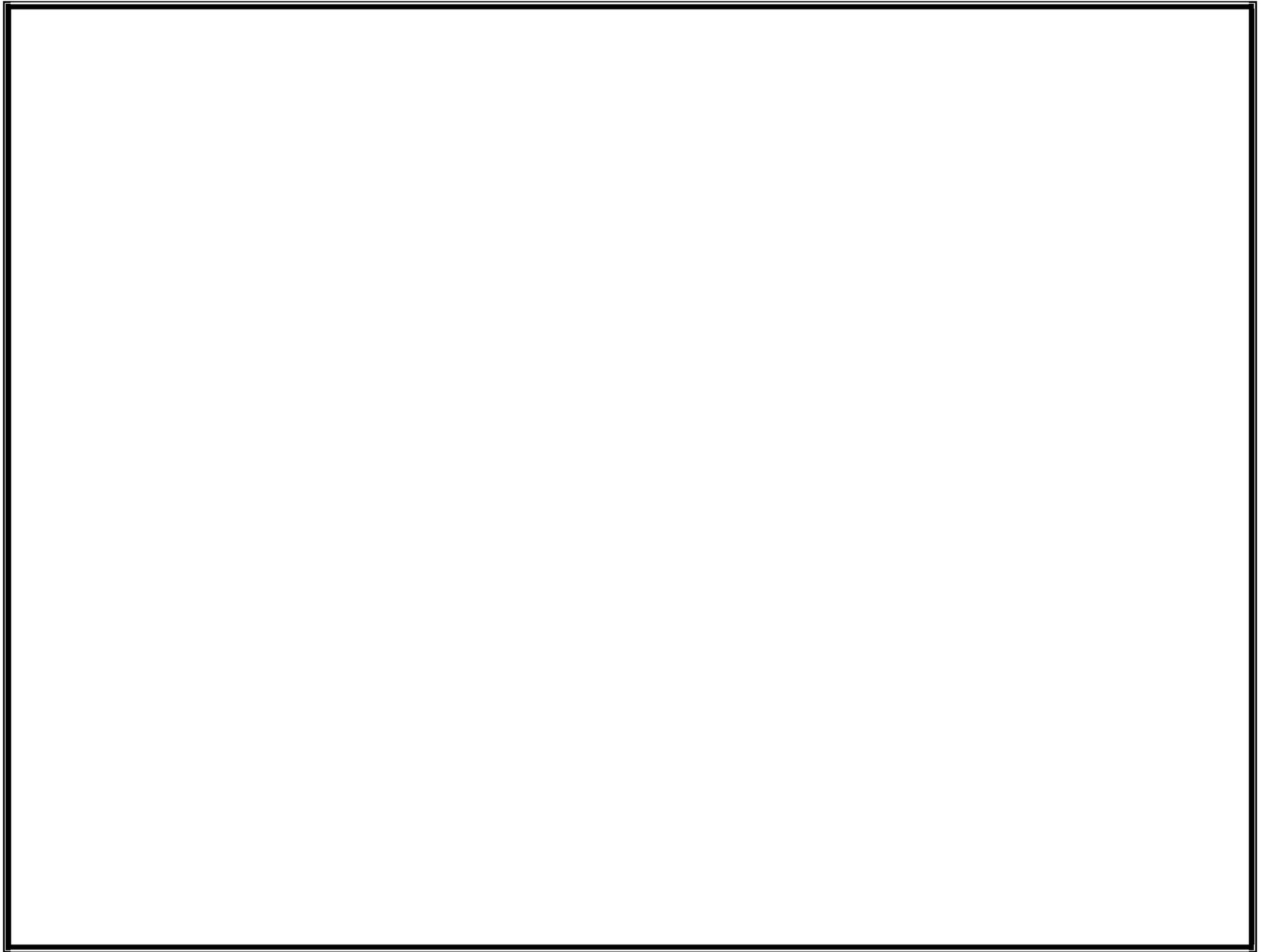
Notes:

- Citation for current research: Chen, X. (2016). Remedial Coursetaking at U.S. Public 2- and 4-Year Institutions: Scope, Experiences, and Outcomes (NCES 2016-405). U.S. Department of Education. Washington, DC: National Center for Education Statistics. Retrieved January 15, 2018 from <http://nces.ed.gov/pubsearch>
- Developmental English, Math, and Reading calculated for AY 2018-2019. Completion of the general education course work is for students beginning as new first-time freshmen in AY 2013-2014 and completing the first general education same subject area in six years.
- Math at 71% was calculated using a weighted average of 63.7% (n=700) for MATH 0001, 73% (n=?) for MATH 0015, and 71% (n=?) for MATH 0021.
- Program Completion in Pathways to Success only calculated through Spring 2017.
- Program completion citation: Bailey, T., Jeong, D. W., & Cho, S. W. (2008). Referral, enrollment, and completion in developmental education sequences in community colleges. Retrieved on January 20, 2009 from <http://ccrc.tc.columbia.edu/Publication.asp?UID=659>

**Louisiana State University Shreveport
Metric Data**



April 10, 2021



Louisiana State University Shreveport

Executive Summary

LSU Shreveport Performance Metrics

1/21/2021

LSU Shreveport saw significant increases in several key metrics for the current reporting cycle including: overall enrollment; enrollment of first-time, full-time freshmen; number of degrees awarded; third-year retention; and six-year graduation rates for first-time, full-time freshmen. Enrollment is at its highest in LSUS history. The number of degrees awarded is also at an all-time high. Graduate-level enrollment continues to climb and is driven by online academic programs.

Metric I - Degrees Awarded

The total number of degrees awarded at LSUS increased by 25% to 2,680. The number of masters degrees awarded rose by 32%, while the number of bachelors degrees awarded decreased by 6%. The number of degrees awarded was up in all race/ethnicity categories. This included a 27% increase for Hispanic and a 24% increase for Black or African-American. The number of degrees awarded in STEM programs declined by 24%.

Metric II - Enrollment

LSUS recorded an all-time high in total enrollment in Fall 2020 with nearly 10,000 students (9,955). This was a 16% increase over the previous fall term. Enrollment of first-time, degree-seeking freshmen was up slightly. Overall undergraduate enrollment was nearly steady despite another decrease in dual enrollment students. Graduate level enrollment increased by 23%. The number of students in teacher education programs rose by 32%, while the number of students in STEM programs showed a small decrease. The number of students who received TOPS increased by 8%.

Metric III - Student Success

Second year retention for first-time, full-time freshmen was down 7%, while third year retention increased 13%. The six-year graduation rate rose nearly five percentage points compared to the previous year and is near the high over the reporting period. Second year retention for LA community college transfers increased by 14% to its highest level, and the four-year graduation rate rose sharply. The six-year graduation rate for LA community college transfers showed a slight increase.

Metric IV - Research Expenditures

To be populated.

Metric V - Technology Transfer

To be populated.

Metric VI - Revenues

The market value of endowments declined 11%. Net revenue from first-time freshmen increased 11% over the previous year. State appropriations per FTE rose by 3% after several years of steady decline.

Metric VII - Faculty Productivity

SCH enrollment in Fall 2019 increased by 18% over the previous year. The number of SCH's taught per tenure/tenure track faculty decreased slightly while SCH's taught per non-tenure/non-tenure track faculty were at their highest levels. The number of tenure/tenure track faculty assigned to classes increased to its highest level.

Benchmark with Peers

LSUS receives significantly lower state appropriations per FTE student than its peer institutions. As a consequence, LSUS relies on higher tuition and fees per FTE student than its peers. LSUS's combined total of tuition, fees, and state appropriations per FTE student trails those of its peers.

LSUS MISSION:

The mission of LSUS is to:

Educate a diverse population of graduate and undergraduate students by promoting critical thought and student development through creative techniques and active learning.

Engage in regional and global thought leadership through community collaboration and service.

Innovate and foster opportunities to enhance the application of knowledge and intellectual discovery through faculty and student research and creative endeavors.

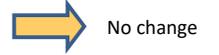
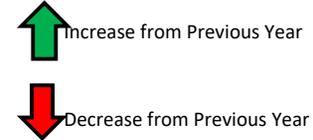
Louisiana State University Shreveport

Metrics at a Glance

2019-2020

Legend:

Statistic		Most Recent Available
X	Y	
Z	%	% Change from Previous Year



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
Bachelors 565 400 390 ↓ -5.9%	14th Day Enrollment for First Time Degree Seeking Freshmen 376 339 257 ↑ 0.3%	Average ACT Score 23.0 22.5 20.1 ↑ 0.4%	Physical Sciences (shown in thousands) 475 64 1 ↓ -64.2%	Invention Disclosures 12 5 0 ↓ -37.5%	Market Value of Endowments 26,333,441 23,433,465 11,288,825 ↓ -11.0%	SCH Enrollment in Fall Semester Lecture and Seminar Courses 22,766 22,766 14,241 ↑ 17.9%
Masters 2,259 2,259 77 ↑ 32.2%	Grand Total Headcount as of 14th Class Day (Undergraduate & Graduate) 9,955 9,955 4,051 ↑ 16.0%	Second Year Retention 68.7% 61.3% 52.9% ↓ -6.7%	Mathematical Sciences (shown in thousands) 300 0 0 ⇒ 0.0%	Licenses\Options Executed 0 0 0 ⇒ 0	Total Gross Revenue From First-Time-Full-Time Freshmen 2,727,637 2,727,637 722,476 ↑ 17.3%	Tenure/tenure track (T/TT) FTE faculty assigned to classes 111 111 84 ↑ 24.3%
Specialist 10 10 1 ↑ 42.9%	Total number of High School Dual Enrollments 1,033 224 224 ↓ -8.6%	Third Year Retention 56.8% 52.5% 38.9% ↑ 12.7%	Computer Sciences (shown in thousands) 418 316 103 ↓ -6.8%	New Patents Filed - Total 11 1 0 ↓ -80.0%	Net Revenue From First-Time-Full-Time Freshmen 1,700,724 1,661,975 357,046 ↑ 10.9%	Non tenure/tenure track FTE faculty assigned to classes 71 58 42 ↑ 18.4%
Grand Total Number of Degrees Awarded 2,680 2,680 541 ↑ 25.1%	Total number of students enrolled who received TOPS 702 675 559 ↑ 8.0%	Six Year Graduation Rate 36.5% 36.4% 20.0% ↑ 15.2%	Total all Disciplines (shown in thousands) 1,520 494 494 ↓ -13.6%	Active License Agreements 0 0 0 ⇒ 0.0%	State Appropriation per FTE 5,884 1,581 1,536 ↑ 2.9%	Total SCH's taught per FTE T/TT faculty 500 484 269 ↓ -3.3%
Total degrees awarded in STEM 118 90 60 ↓ -23.7%	Total number of student enrolled in STEM 739 569 569 ↓ -1.2%	LA Community College Transfer Student Second Year Retention 73.3% 73.3% 56.4% ↑ 13.6%	Total number of FTE T/TT faculty holding grants 20 0 4 ⇒ 0.0%	Licenses Generating Income 0 0 0 ⇒ 0.0%	Net Revenue Generated from auxiliary enterprises 908,988 -743,707 -743,707 ↓ -725.4%	Total SCH's taught per FTE non T/TT faculty 461 461 185 ↑ 7.6%
	Total number of students enrolled in Teacher Education (Note BOR Teacher Education Initiative) 929 929 338 ↑ 32.3%	LA Community College Transfer Student 6-Year Grad Rate 54.1% 38.3% 33.8% ↑ 0.3%	Research dollars per FTE T/TT 17,674 0 6,903 ⇒ 0.0%	Total Licensing Income 0 0 0 ⇒ 0		Tenure/Tenure Track FTE faculty as % of total FTE faculty 77.4% 65.6% 55.9% ↑ 1.7%

Louisiana State University Shreveport

Metric I. The following metrics will identify the the number of degrees conferred by level and professions that are most important to Louisiana.

Louisiana State University Shreveport	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total number of degrees awarded/conferred							
Bachelors	448	455	439	390	398	425	400
Doctoral	0	0	0	3	4	2	11
Masters	127	167	359	587	911	1709	2259
Specialist	4	3	7	5	4	7	10
Grand Total Number of Degrees Awarded	579	625	805	985	1317	2143	2680
Total number of degrees awarded by race/ethnicity							
Hispanic	17	31	33	39	64	113	144
American Indian or Alaska Native	6	3	6	8	6	5	8
Asian	12	15	16	25	33	67	75
Black or African American	97	113	179	191	290	426	528
Native Hawaiian or Other Pacific Islander	1	2	0	1	0	2	5
White	377	376	466	552	683	1,050	1,287
Two or More Races	8	21	17	28	35	60	80
Nonresident Alien	24	25	23	24	39	67	116
Race/Ethnicity Unknown	37	39	65	114	167	353	437
Total degrees awarded	579	625	805	982	1,317	2,143	2,680
Total degrees awarded in STEM	109	113	99	96	118	118	90
Total Teacher Education completions (Note BOR Teacher Education Initiatives)							
Total number of degrees awarded in Allied Health	0	0	0	0	0	0	0
Total Completed (<i>Regular Program</i>)	43	41	41	33	29	25	22
Number Passed (<i>Regular Program</i>)	43	41	41	33	29	25	22
Percentage Passed (<i>Regular Program</i>)	100%	100%	100%	100%	100%	100%	100%
Total Completed (<i>Alternate Program</i>)	49	7	11	9	8	6	6
Number Passed (<i>Alternate Program</i>)	49	7	11	9	8	6	6
Percentage Passed (<i>Alternate Program</i>)	100%	100%	100%	100%	100%	100%	100%

Louisiana State University Shreveport

Metric I. The following metrics will identify the the number of degrees conferred by level and professions that are most important to Louisiana.

List of STEM/SMART CIP code/s: The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Education CIP Codes/

Education	13
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Nursing CIP Code/s

	4-Digit CIP Codes
Nursing	51.16

Allied Health CIP Code/s

Allied Health and Medical Assisting Services	51.08
Allied Health Diagnostic, Intervention, and Treatment Professions	51.09

Louisiana State University Shreveport

Metric II. The following metrics will provide the campus enrollment trends.

Enrollment Headcount as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Undergraduate							
14th Day Enrollment for First Time Degree Seeking Freshmen	344	357	257	286	293	338	339
14th Day Degree Seeking New Transfer Student Enrollment	351	326	311	350	378	389	330
14th Day Degree Seeking Re-Admit Enrollment	197	205	157	201	151	144	106
Degree Seeking Continuing Undergraduates	1,729	1,555	1,484	1,400	1,353	1,422	1,515
First-Time Post-Baccalaureate	0	0	0	0	0	0	0
Non Degree Undergraduates	563	333	378	401	336	284	263
Total Undergraduate Headcount as of 14th Class Day	3,184	2,776	2,587	2,638	2,511	2,577	2,553
Undergraduate - First Time Degree Seeking Freshmen							
Full-time (In-State Residency)	279	328	226	239	267	308	299
Full-time (Non Residency)	26	19	26	41	18	23	25
Part-time (In-State Residency)	34	9	5	5	6	6	14
Part-time (Non Residency)	5	1	0	1	2	1	1
Total First Time Degree Seeking Freshmen Headcount as of 14th Class Day	344	357	257	286	293	338	339
Undergraduate							
Full-time (In-State Residency)	1,612	1,696	1,534	1,450	1,428	1,526	1,496
Full-time (Non Residency)	142	130	125	191	182	202	223
Part-time (In-State Residency)	1,268	903	906	959	845	777	755
Part-time (Non Residency)	162	47	22	38	56	72	79
Total Undergraduate Headcount as of 14th Class Day	3,184	2,776	2,587	2,638	2,511	2,577	2,553
Graduate							
Full-time (In-State Residency)	115	218	215	325	370	436	500
Full-time (Non Residency)	44	157	227	431	622	810	1,288
Part-time (In-State Residency)	548	759	805	929	1,161	1,318	1,285
Part-time (Non Residency)	160	518	912	1,673	2,372	3,438	4,329
Total Graduate Headcount as of 14th Class Day	867	1,652	2,159	3,358	4,525	6,002	7,402
Grand Total Headcount as of 14th Class Day (Undergraduate & Graduate)	4,051	4,428	4,746	5,996	7,036	8,579	9,955
Total Undergraduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	2,166	2,062	1,879	1,895	1,841	1,931	1,936
Total Graduate Full-Time-Equivalent (FTE) Enrollment as of 14th Class Day	386	867	1,113	1,740	2,326	3,068	3,921
Total number of High School Dual Enrollments	508	278	342	388	299	245	224

Louisiana State University Shreveport

Metric II. The following metrics will provide the campus enrollment trends.

First Time Degree Seeking Enrollment by Race and Ethnicity as of 14th Class Day	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Hispanic	16	15	14	14	19	16	20
American Indian or Alaska Native	1	3	1	1	4	2	2
Asian	6	7	7	7	5	6	5
Black or African American	60	66	42	42	57	53	61
Native Hawaiian or Other Pacific Islander	0	1	0	0	0	1	2
White	215	184	138	138	146	198	176
Two or More Races	21	28	15	15	18	21	29
Nonresident Alien	5	6	4	4	9	9	13
Race/Ethnicity Unknown	20	37	31	31	35	32	31
Total	344	347	252	252	293	338	339
First Time Degree Seeking Enrollment by Gender as of 14th Class Day							
Male	138	137	117	114	115	145	140
Female	206	220	140	172	178	193	199
Total	344	357	257	286	293	338	339
Total Enrollment by Race and Ethnicity as of 14th Class Day							
Hispanic	147	184	208	287	405	498	660
American Indian or Alaska Native	23	24	19	23	29	31	38
Asian	75	91	93	142	179	234	269
Black or African American	908	1,000	1,014	1,360	1,480	1,805	1,985
Native Hawaiian or Other Pacific Islander	5	5	2	5	10	19	21
White	2,336	2,319	2,307	2,926	3,373	4,023	4,661
Two or More Races	135	150	145	192	220	292	370
Nonresident Alien	86	98	103	190	256	333	385
Race/Ethnicity Unknown	336	557	855	871	1,084	1,344	1,566
Total	4,051	4,428	4,746	5,996	7,036	8,579	9,955
Total Enrollment by Gender as of 14th Class Day							
Male	1,568	1,704	1,900	2,510	2,933	3,541	4,118
Female	2,483	2,724	2,846	3,486	4,103	5,038	5,837
Total	4,051	4,428	4,746	5,996	7,036	8,579	9,955

Louisiana State University Shreveport

Metric II. The following metrics will provide the campus enrollment trends.

Louisiana Transfer Enrollment	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Transfer from Louisiana Community Colleges	169	168	138	152	157	159	122
Transfers from Louisiana Four-Year Universities	95	80	85	84	110	120	84
Student Credit Hours (SCH)							
Fall SCH	40,527	41,111	41,543	49,306	55,526	65,789	76,102
Spring SCH	38,678	39,280	40,246	49,783	58,135	65,926	
Total number of students enrolled who received TOPS							
Performance	191	203	161	168	188	180	216
Opportunity	390	382	375	302	281	339	342
Honors	100	86	89	89	99	106	117
Tech	0	0	0	0	0	0	0
Total number of students enrolled who received TOPS	681	671	625	559	568	625	675
Enrollment by specified discipline							
Total number of student enrolled in STEM	641	643	569	612	585	576	569
Total number of students enrolled in Allied Health	0	0	0	0	0	0	0
Total number of students enrolled in Teacher Education (Note BOR Teacher Education Initiative)	386	569	472	533	564	702	929
Teacher Education Regular Program	352	542	447	507	540	673	893
Teacher Education Alternative Program	34	27	25	26	24	29	36

Louisiana State University Shreveport

Metric II. The following metrics will provide the campus enrollment trends.

List of STEM/SMART CIP code/s:

The following list of CIP codes is to serve as a guide but it is not intended to be inclusive of all possibilities. We recognize that some campuses have degree programs centered in schools or colleges that might dictate a different CIP code. The campus should make the appropriate adjustment. In addition, the CIP codes used by the campus should correlate to the Board of Regents. If there is a discrepancy and the campus applies the IPEDS CIP code, then the campus should identify this with a footnote.

11	Computer and Information Sciences and Support Services
14	Engineering
15	Engineering Technologies/Technicians
26	Biological and Biomedical Sciences
27	Mathematics and Statistics
40	Physical Sciences
0109	Animal Sciences
0110	Food Science and Technology
0111	Plant Sciences
0112	Soil Sciences
0301	Natural Resources Conservation and Research
0303	Fishing and Fisheries Sciences and Management
0305	Forestry
0306	Wildlife and Wildlands Science and Management
2901	Military Technologies
3001	Biological and Physical Sciences
3006	Systems Science and Theory
3008	Mathematics and Computer Science
3010	Biopsychology
3016	Accounting and Computer Science
3018	Natural Sciences
3019	Nutrition Sciences
3024	Neuroscience
3025	Cognitive Science
4101	Biology Technician/Biotechnology Laboratory Technician
4102	Nuclear and Industrial Radiologic Technologies/Technicians
4103	Physical Science Technologies/Technicians
4199	Science Technologies/Technicians Other
4211	Physiological Psychology/Psychobiology

Allied Health CIP Code/s

51.08	Allied Health and Medical Assisting Services
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions

Variables Description

Headcount Enrollment Undergraduate – Total number of full-time and part-time students enrolled in courses for undergraduate credit.

Headcount Enrollment Graduate – Total number of full-time and part-time students enrolled in courses for graduate credit.

Full-Time Equivalent (FTE) – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.

Full-Time Student Undergraduate - a student enrolled for 15 or more semester credits or 30 or more contact hours a week each term. (IPEDS)

Dual Enrollment - A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.

Science Technology Engineering and Mathematics (STEM) - STEM enrollment is calculated based on STEM CIP codes.

Educations, Nursing, Allied Health - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in these field of study.

Louisiana State University Shreveport

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

Analysis of First-time, Full-time, Baccalaureate Degree-Seeking Freshmen

Cohort Type	Cohort Year	Head Count	Average ACT	% continuation to_2nd_Yr	% continuation to_3rd_Yr	Cumulative% Graduating after 4 Yrs	Cumulative % Graduating after 5 Yrs	Cumulative % Graduating after 6 Yrs	Cumulative% Graduating after 7 Yrs
Total	2012	364	22.7	66.2%	49.5%	15.9%	26.9%	32.4%	33.8%
Total	2013	318	22.5	66.2%	48.4%	14.6%	27.2%	31.6%	32.0%
Total	2014	330	23.0	64.5%	50.0%	17.6%	32.4%	36.4%	
Total	2015	347	22.3	61.9%	49.0%	22.7%	32.2%		
Total	2016	252	22.6	63.9%	45.9%	17.6%			
Total	2017	277	22.7	63.5%	46.6%				
Total	2018	280	22.8	65.7%	52.5%				
Total	2019	328	22.4	61.3%					
Total	2020	318	22.5						

Louisiana Community College Transfers (LACCT) Includes Full-Time Degree-Seeking Students

LACCT	2012	122		64.3%	52.5%	43.4%	50.0%	53.6%	54.1%
LACCT	2013	135		56.4%	42.2%	28.3%	37.2%	38.2%	41.2%
LACCT	2014	136		58.8%	40.4%	33.3%	36.4%	38.3%	
LACCT	2015	127		64.6%	41.1%	35.9%	39.2%		
LACCT	2016	101		66.3%	42.6%	44.7%			
LACCT	2017	98		62.5%	39.6%				
LACCT	2018	108		64.5%	42.3%				
LACCT	2019	104		73.3%					
LACCT	2020	77							

Louisiana State University Shreveport

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Number of students passing licensure exams									
Undergraduate Teacher Education	40/40	40/40	43/43	41/41	41/41	33/33	29	25	22
Alternative Teacher Certification	49/49	47/47	49/49	7/7	11/11	9/9	8	6	6
Specialist in School Psychology	6	3	4/4	3/3	7/7	5/5	4	7	10
Educational Leadership	8	15	10/10	9/9	5/5	6/6	7	72	129
MED Administration	0	0	0	0	0	0	0	0	0

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IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Research Expenditures Field of Science & Engineering	FY 2015		FY 2016		FY 2017		FY 2018		FY 2019		FY 2020	
	Total	Federal										
a. Engineering (Total)	0	0	0	0	0	0	0	0	0	0	0	0
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0	0	0
(3) Chemical	0	0	0	0	0	0	0	0	0	0	0	0
(4) Civil	0	0	0	0	0	0	0	0	0	0	0	0
(5) Electrical	0	0	0	0	0	0	0	0	0	0	0	0
(6) Mechanical	0	0	0	0	0	0	0	0	0	0	0	0
(7) Metallurgical & materials	0	0	0	0	0	0	0	0	0	0	0	0
(8) Other	0	0	0	0	0	0	0	0	0	0	0	0
b. Physical Sciences (Total)	227	151	208	146	326	301	324	239	179	97	64	51
(1) Astronomy	0	0	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	227	151	208	146	326	301	324	239	179	97	64	51
(3) Physics	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0
c. Environmental Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	0	0	0	0	0	0	0	0	0	0	0	0
(3) Oceanography	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0
d. Mathematical Sciences (Total)	101	97	300	261	0	0	0	0	0	0	0	0
e. Computer Sciences (Total)	172	162	265	257	326	301	355	299	339	249	316	218
f. Life Sciences (Total)	164	79	79	5	26	10	13	9	33	20	112	52
(1) Agricultural	0	0	0	0	0	0	0	0	0	0	0	0
(2) Biological	164	79	79	5	26	10	13	9	33	20	112	52
(3) Medical	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0
g. Psychology (Total)	0	0	0	0	0	0	0	0	0	0	0	0
h. Social Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0
(1) Economics	0	0	0	0	0	0	0	0	0	0	0	0
(2) Political science	0	0	0	0	0	0	0	0	0	0	0	0
(3) Sociology	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0
i. Other Sciences, not elsewhere classified (Total)	40	0	103	0	105	105	15	0	21	0	2	0
j. Total (sum of a through i)	704	489	955	669	783	717	707	547	572	366	494	321

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Metric V: Technology Transfer

(The following metric will provide technology transfer data.)

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Invention Disclosures	0	6	9	12	11	8	5
Licenses\Options Executed	0	0	0	0	0	0	0
New Patents Filed - Total	0	5	5	8	11	5	1
New Patents Filed - First in Family	*	*	1	5	0	1	1
US Patents Issued	0	0	0	0	1	4	0
Active License Agreements	0	0	0	0	0	0	0
Licenses Generating Income	0	0	0	0	0	0	0
Total Licensing Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Start-up Companies Formed	0	0	0	0	0	0	0
Legal Fees Expended	\$0	\$0	\$2,630	\$3,107	\$6,737	\$12,145	\$3,278
Legal Fees Reimbursed	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Percent of Expenses Reimbursed	0%	0%	0%	0%	0%	0%	0%
Legal Fees as a % License Income	0%	0%	0%	0%	0%	0%	0%

LEGEND:

* = 2015-2016 was the first year to track

Louisiana State University Shreveport

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Annual Gifts							
Gifts per Annum	\$ 906,251						
Total Endowment Value	\$ 20,790,303	\$ 21,080,677	\$ 20,371,832	\$ 22,763,370	\$ 23,934,179	\$ 26,333,441	\$ 23,433,465
Earned Interest on Endowments	\$ 514,053	\$ 702,208	\$ 708,445	\$ 642,987	\$ 826,019	\$ 577,556	\$ 851,510
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$ 558,935	\$ 555,942	\$ 749,024	\$ 772,832	\$ 858,570	\$ 931,995	\$ 927,624
Total # of Foundations							
Foundations total Assets (\$ Amount)	\$ 22,672,727		\$ 21,847,086	\$ 25,177,150	\$ 26,380,644	\$ 26,374,823	\$ 25,104,661
Click here to go to the Foundations Supplemental Table							
Total # of Board of Regents Support Fund							
Total Value (\$ Amount) of BoR Support Fund	\$ 16,442,783	\$ 16,594,043	\$ 16,661,367	\$ 16,661,367	\$ 7,360,774	\$ 7,655,113	\$ 7,349,007
Click here to go to the BoR Support Funds Supplemental Table							
Total Gross Revenue Generated from tuition and fees							
Total Gross Revenue From First-Time-Full-Time Freshmen	\$ 1,039,756	\$ 2,364,766	\$ 2,519,350	\$ 2,142,977	\$ 2,597,267	\$ 2,324,844	\$ 2,727,637
Gross Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$ 874,536	\$ 1,881,094	\$ 2,047,645	\$ 1,615,159	\$ 1,743,800	\$ 1,956,192	\$ 2,256,580
Gross Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$ 165,220	\$ 483,672	\$ 471,706	\$ 527,819	\$ 853,467	\$ 368,653	\$ 471,057
Net Revenue From First-Time-Full-Time Freshmen	\$ 489,523	\$ 1,488,815	\$ 1,700,724	\$ 1,420,646	\$ 1,420,066	\$ 1,499,265	\$ 1,661,975
Net Revenue From First-Time-Full-Time Freshmen (In-State Only)	\$ 454,757	\$ 1,280,571	\$ 1,535,836	\$ 1,257,800	\$ 1,264,422	\$ 1,419,111	\$ 1,561,029
Net Revenue From First-Time-Full-Time Freshmen (Out-of-State Only)	\$ 34,766	\$ 208,244	\$ 164,888	\$ 162,846	\$ 155,644	\$ 80,154	\$ 100,946
Financial Aid							
Total institutional dollars awarded need based aid for entering freshmen class	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total institutional dollars awarded non-need aid for entering freshmen class	\$ 550,233	\$ 875,951	\$ 818,627	\$ 722,332	\$ 1,177,201	\$ 825,579	\$ 1,065,662
Total institutional dollars awarded need based aid for entering freshmen class LA residents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	\$ 419,779	\$ 600,523	\$ 511,809	\$ 357,359	\$ 479,378	\$ 537,081	\$ 695,551
Total institutional dollars awarded need based aid for entering freshmen class non-residents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	\$ 130,454	\$ 275,428	\$ 306,818	\$ 364,972	\$ 697,823	\$ 288,498	\$ 370,110
State Appropriation per FTE¹	\$ 2,790	\$ 2,619	\$ 2,360	\$ 2,214	\$ 1,762	\$ 1,536	\$ 1,581
Net Revenue Generated from auxiliary enterprises (i.e., bookstores, dining services)	(119,090)	(28,774)	(320,797)	(439,986)	(328,261)	(90,107)	(743,707)

¹ State Appropriation per FTE = the Board of Regents Formula Appropriations Per FTE which includes State General Fund and Statutory Dedications.

Louisiana State University Shreveport

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

Endowment Value equals the market value of the endowment as of June 30 of the reporting year.

FTE Full time equivalent

Payout from Endowment equal interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported financial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations. Reporting Operating revenues = Gross revenues less Coast of goods sold for all auxiliaries (Athletics, University Center, Bookstore, Food Service).

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Metric VII. The following metrics will identify teaching and research productivity

Enrollment in Fall Semester Lecture and Seminar Courses	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019
Lower Division Undergraduate Courses							
Total Enrollment	9,504	8,482	7,604	7,002	6,922	6,503	6,753
Number of Sections	399	370	370	318	317	326	321
Average section size	23.82	22.92	20.55	22.02	21.84	19.95	21.04
Upper Division Undergraduate Courses							
Total Enrollment	3,760	3,601	3,412	3,096	3,203	3,331	3,465
Number of Sections	219	227	236	212	224	237	276
Average section size	17.17	15.86	14.46	14.60	14.30	14.05	12.55
Graduate/Professional Courses							
Total Enrollment	993	2,158	3,581	4,192	6,974	9,470	12,548
Number of Sections	120	138	184	180	188	195	238
Average section size	8.28	15.64	19.46	23.29	37.10	48.56	52.72
All Lecture and Seminar Courses							
Total Enrollment	14,257	14,241	14,597	14,290	17,099	19,304	22,766
Number of Sections	738	735	790	710	729	758	835
Average section size	19	19	18	20	23	25	27
Fall Teaching Activity							
Tenure/tenure track (T/TT) FTE faculty assigned to classes	89	90	90.5	98.25	84.25	89	110.67
Non tenure/tenure track FTE faculty assigned to classes	42	42	44	49.2	44.2	49	58
FTE graduate assistants assigned to classes	0	0	0	0	0	0	0
Organized class sections including labs, fall only							
Sections taught by tenure/tenure track faculty	447	436	448	511	417	445	485
Sections taught by non tenure/tenure track faculty	291	299	342	199	312	313	350
Sections taught by graduate assistants	0	0	0	0	0	0	0
Average # of class sections taught per FTE T/TT faculty	5.02	4.84	4.95	5.20	4.95	5.00	4.38
Average # of class sections taught per FTE non T/TT faculty	6.93	7.12	7.77	4.04	7.06	6.39	6.03
Average # of class sections taught per 0.5 FTE graduate assistants	0.00	0.00	0.00	0.00	0.00	0.00	0.00
% class sections taught by T/TT faculty	60.57%	59.32%	56.71%	71.97%	57.20%	58.71%	58.08%
% class sections taught by non T/TT faculty	39.43%	40.68%	43.29%	28.03%	42.80%	41.29%	41.92%
% class sections taught by graduate assistants			0		0	0	0.00%

Louisiana State University Shreveport

Metric VII. The following metrics will identify teaching and research productivity

	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019
Student Credit Hours (SCH'S), fall only							
Undergraduate	35,728	34,089	30,707	28,187	28,339	27,693	28,985
Graduate	2,640	6,438	10,404	13,356	20,835	27,912	36,804
Total student credit hours	38,368	40,527	41,111	41,543	49,174	55,605	65,789
Undergraduate SCH's taught by T/TT faculty	24,073	19,973	19,101	21,601	17,453	16,610	16,742
Graduate SCH's taught by T/TT faculty	2,029	5,230	8,380	10,851	16,499	17,989	22,282
Total SCH's taught by T/TT faculty	26,102	25,203	27,481	32,452	33,952	34,599	39,024
Total SCH's taught by non T/TT faculty	12,266	15,324	13,630	9,091	15,222	21,006	26,765
Total SCH's taught by graduate assistants	0	0	0	0	0	0	0
Undergraduate SCH's taught per FTE T/TT faculty	270	222	211	220	207	187	151
Graduate SCH's taught per FTE T/TT faculty	30	72	115	136	247	314	333
Total SCH's taught per FTE T/TT faculty	300	293	326	356	454	500	484
Total SCH's taught per FTE non T/TT faculty	292	365	310	185	344	429	461
Total SCH's taught per 0.5 FTE graduate assistants	0	0	0	0	0	0	0
% SCH's taught by T/TT faculty	68.03%	62.19%	66.85%	78.12%	69.04%	62.22%	59.32%
% SCH's taught by non T/TT faculty	31.97%	37.81%	33.15%	21.88%	30.96%	37.78%	40.68%
% SCH's taught by graduate assistants	0	0	0	0	0	0	0
Annual Instruction and Research Ratios	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Annual student credit hours (SCH's), fall & spring							
Undergraduate	70,211	69,274	63,550	54,116	55,266	53,760	55,460
Graduate	5,999	15,058	26,499	27,673	43,466	59,980	76,255
Total	76,210	84,332	90,049	81,789	98,732	113,740	131,715
Annual FTE students	2,590	2,937	3,222	2,957	3,653	4,291	5,026
Direct unrestricted instructional expenditures	\$13,053,150	\$12,599,676	\$12,887,148	\$17,059,912	\$24,766,070	\$23,458,395	\$32,904,724
Direct unrestricted instructional expenditures per SCH	\$171.28	\$149.41	\$143.11	\$208.58	\$250.84	\$206.25	\$249.82
Direct unrestricted instructional expenditures per FTE student	\$5,039.19	\$4,290.64	\$3,999.17	\$5,769.51	\$6,779.13	\$5,466.67	\$6,546.96
Personnel costs as % of direct unrestricted instructional expenditures	97%	97%		81%	56%	66%	55%
Total FTE faculty	136	124	125	127	128	138	168.67
Total FTE T/TT faculty (instruction, research, public service)	90.5	90.5	90.5	98.25	84.25	89	110.67
Tenure/Tenure Track FTE faculty as % of total FTE faculty	66.54%	72.98%	72.40%	77.36%	65.82%	64.49%	65.61%
Restricted research expenditures	N/A						
Restricted research expenditures per FTE T/TT faculty	N/A						

Louisiana State University Shreveport

Metric VII. The following metrics will identify teaching and research productivity

Definitions:

Direct Expenditures for Instructions: Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

Instruction: Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

Salaries: Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

Benefits: Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in [Academe](#). If no rate is available, we will use a default value of 28%.

Other Than Personnel Costs: This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

Research: This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

Public Service: Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

Federally Funded Research: As defined by NSF

Total Research and Expenditures: As defined by NSF

Table I: Affiliated Off-Campus Sites

LSU System Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
LSUS	Does not apply			

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 10/31/20	Total Market Value (\$ Amount) As of 10/31/20
LSUS	Jerry D. Boughton Professorship in Business	Private	83,581.15	138,223.48
		State	54,642.33	
LSUS	Joe and Abby Averett Professorship in Business	Private	83,746.53	140,394.86
		State	56,648.33	
LSUS	Bell South Professorship in Business	Private	87,085.60	145,349.46
		State	58,263.86	
LSUS	Alta & John Franks MBA Professorship	Private	73,427.87	121,724.95
		State	48,297.08	
LSUS	Pete & Linda Ballard Accounting Professorship	Private	118,330.37	193,074.91
		State	74,744.54	
LSUS	Lynn & Armand Roos Professorship	Private	74,861.52	122,655.45
		State	47,793.93	
LSUS	James & Ann Gardner Professorship in Civic Engagement & Leadership	Private	93,076.71	151,793.31
		State	58,716.60	
LSUS	Kilpatrick Life Insurance Chair	Private	542,952.35	1,343,837.31
		State	800,884.96	
LSUS	Oscar Cloyd Real Estate Super Professorship	Private	411,399.60	673,329.84
		State	261,930.24	
LSUS	Joe B. Calloway, Jr. Professorship in Insurance	Private	63,084.39	104,843.67
		State	41,759.28	
LSUS	Wesson-Bridger Professorship in Teacher Ed	Private	91,614.31	154,108.74
		State	62,494.43	
LSUS	Capitol One Education & Human Development Professorship	Private	83,833.91	132,386.59
		State	48,552.68	
LSUS	V Stewart Student Teaching Professorship	Private	104,639.25	169,058.57
		State	64,419.32	

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 10/31/20	Total Market Value (\$ Amount) As of 10/31/20
LSUS	Dalton J. Woods Professorship in Teaching	Private	91,101.88	148,707.17
		State	57,605.29	
LSUS	Kelly Kemp Graves Professorship	Private	76,158.56	127,058.48
		State	50,899.92	
LSUS	Reimer & Marcia Calhoun Early Childhood Professorship	Private	92,763.70	144,827.49
		State	52,063.79	
LSUS	George Khoury Professorship In Kinesiology	Private	62,919.61	104,678.89
		State	41,759.28	
LSUS	Goodloe Stuck Professorship in Psychology	Private	81,777.06	129,460.94
		State	47,683.88	
LSUS	Elmer & Barbara Simon, Jr. Professorship for Excellence in Teaching	Private	118,649.65	174,769.65
		State	56,120.00	
LSUS	Blue Cross & Blue Shield of La. Professorship	Private	79,710.49	128,718.23
		State	49,007.74	
LSUS	Vincent J. Marsala Alumni Professorship	Private	110,690.82	172,899.43
		State	62,208.61	
LSUS	Bruce & Steve Simon Professorship	Private	94,836.68	150,635.30
		State	55,798.62	
LSUS	James K. Elrod Super Professorship in Health Care Administration	Private	778,819.14	1,281,823.91
		State	503,004.77	
LSUS	Fred & Sybil Patten Excellence in Teaching in LA Professorship	Private	98,331.95	158,040.46
		State	59,708.51	
LSUS	India Studies Super Professorship	Private	168,318.71	264,467.70
		State	96,148.99	
LSUS	Dr. Dalton & Peggy Cloud Professorship in Communications	Private	83,346.47	141,709.32
		State	58,362.85	
LSUS	Bradley S Kemp Professorship in Forensics & Debate	Private	81,699.05	139,382.04
		State	57,682.99	
LSUS	Leonard & Mary Ann Selber Professorship	Private	113,306.09	180,479.08
		State	67,172.99	
LSUS	Norman A. Dolch Super Professorship in American Humanics	Private	206,630.82	339,545.96
		State	132,915.14	
LSUS	American Studies Chair	Private	1,160,167.61	1,861,138.92
		State	700,971.31	

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 10/31/20	Total Market Value (\$ Amount) As of 10/31/20
LSUS	Hubert H. Humphreys History Professorship	Private	88,616.83	141,777.12
		State	53,160.29	
LSUS	O. Delton Harrison, Jr. Master of Liberal Arts Professorship	Private	82,218.84	133,578.51
		State	51,359.67	
LSUS	George & Regina Khoury Proffessorship in Science	Private	202,676.11	371,332.13
		State	168,656.02	
LSUS	Abe Sadoff Chair	Private	841,293.89	1,327,446.69
		State	486,152.80	
LSUS	Samuel & Mary Abramson Professorship	Private	89,449.25	146,712.05
		State	57,262.80	
LSUS	Dr. Richard K. Spears Professorship in Field Biology	Private	97,346.41	165,303.74
		State	67,957.33	
LSUS	Herman & Renae Chandler Professorship MS Biological Science	Private	71,512.65	118,581.62
		State	47,068.97	
LSUS	Don & Earlene Coleman Red River Watershed Management Institute Professorship	Private	101,412.29	167,526.04
		State	66,113.75	
LSUS	George Khoury Super Professorship in Space Science	Private	183,592.91	313,721.54
		State	130,128.63	
LSUS	Max & Jasmine Morelock Professorship in Chemistry	Private	66,471.74	110,502.12
		State	44,030.38	
LSUS	Dr. Lisa Burke Bioinformatics Professorship	Private	82,499.66	132,815.33
		State	50,315.67	
LSUS	AEP Swepeco LaPrep Chair	Private	769,654.13	1,285,381.45
		State	515,727.32	
LSUS	Miriam Sklar Professorship, Theoretical Math & Physics	Private	689,124.26	768,539.04
		State	79,414.78	
LSUS	William C. Woolf Endowed Rising Star Professorship	Private	72,830.73	121,009.17
		State	48,178.44	
LSUS	Wheless Rising Star Professorship	Private	73,104.80	121,353.23
		State	48,248.43	
LSUS	Bobbie Hicks Super Professoship - Authors in April	Private	175,945.24	291,944.01
		State	115,998.77	

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount) As of 10/31/20	Total Market Value (\$ Amount) As of 10/31/20
LSUS	Hubert & Pat Hervey Prof. Museum of Life Sciences	Private	95,764.52	158,401.35
		State	62,636.83	
LSUS	Life Science Museum Professorship	Private	75,070.79	124,950.94
		State	49,880.15	
LSUS	William B. Wiener Professorship of Archives and Historical Preservation	Private	79,757.99	126,766.96
		State	47,008.97	
LSUS	Ruth H. Noel Chair	Private	495,260.68	1,398,388.94
		State	903,128.26	
LSUS	John and Cheryl Good First Generation Scholarship	Private	77,224.99	125,289.92
		State	48,064.93	
LSUS	Dalton J. & Sugar Woods First Generation Scholarship	Private	99,763.24	165,204.37
		State	65,441.13	
LSUS	Kathie G. Troquille Memorial Scholarship	Private	84,266.74	127,393.52
		State	43,126.78	
LSUS	Phillip & Alma Rozeman First Generation Scholarship	Private	88,096.26	143,747.80
		State	55,651.54	
LSUS	Salvadore & Kendra Miletelio First Generation Scholarship	Private	94,879.85	151,297.96
		State	56,418.11	
LSUS	Alta & John Franks First Generation Scholarship	Private	91,527.20	146,719.11
		State	55,191.91	
LSUS	Herman & Renae Chandler First Generation Scholarship	Private	100,302.90	160,348.81
		State	60,045.91	
LSUS	Michael Woods Family First Generation Scholarship	Private	66,434.90	110,811.41
		State	44,376.51	
Totals (as of 10/31/20)		Private	10,546,961.65	17,895,968.99
		State	7,349,007.34	

Table III: Summary of Campus Foundations

LSU System Campus	Foundation	Total Assets (\$ Amount) as of 10/31/20		
LSUS	LSUS Foundation	\$27,154,614.88		\$27,154,614.88

Louisiana State University Shreveport

National Benchmark Report

	Endowment per FTE Student	Tuition & Fees per FTE Student	State Appropriations per FTE Student	Tuition, Fees, and State Appropriations per FTE Student	Gov Grants & Contracts per FTE Student	Graduation Rate
Louisiana State University Shreveport	6,106	7,690	1,914	9,604	1,366	31
Montana State University - Billings	7,775	5,699	6,465	12,164	2,554	24
Austin Peay State University	2,997	5,870	5,153	11,023	5,421	43
Columbus State University	9,759	6,571	5,861	12,432	2,512	38

information obtained from IPEDS report run: **1/21/2021**

Information in red is for the 2018 academic year. Lastest available data

**Louisiana State University
Health Sciences Center New Orleans**



April 10, 2021



Louisiana State University Health Sciences Center New Orleans

Executive Summary

LSU Health Sciences Center at New Orleans welcomes the opportunity to provide information concerning our student enrollment, graduation rates, faculty teaching and research productivity, and revenue resources. The information below is grouped by metric.

Metric I – Degrees Awarded

- There have been considerable increases in the number of degrees awarded in Allied Health and Nursing during the period of 2006-07 to 2019-20. This is a positive impact from efforts to increase the healthcare workforce.
- Total degrees and certificates grew approximately 23% from 2006-07 to 2019-20.
- In December 2012, the Nurse Anesthesia Program was approved by the Council on Accreditation of Nurse Anesthesia Educational Programs to transition from a Masters degree level to the Doctor of Nursing Practice degree level. This resulted in a decrease in the number of Masters degrees and an increase in the Doctor of Nursing Practice (DNP) degrees awarded in 2014-15.
- Master of Science certificates in Advanced Dental Education specialty training in endodontics, orthodontics, pediatric dentistry, periodontics and prosthodontics are listed under Post Doctoral Certificates.
- The number of Race/Ethnicity Unknown increased in 2018-19 due to this data being captured from the AMCAS application system which may have had a technical malfunction in the collection for the cohort application year of 2016-17.

Metric II – Enrollment Trends

- Total Undergraduate, Graduate, and First Professional Headcount enrollment show an increase from 2006-07 to 2020-21. When combined, LSUHSC-NO shows a 30% increase in total headcount enrollment as of the 14th class day during this period. Total FTE has increased 34% over the same time frame. Enrollment has leveled off since 2009-10 as we are close to maximizing available space and faculty.
- In the past fifteen years, enrollment as of the 14th Class Day has increased 44% for the School of Nursing, and 58% for the School of Allied Health Professions.
- Beginning in 2018-19, enrollment in the Doctor of Audiology, Doctor of Physical Therapy and Doctor of Nursing Practice are recorded under First Professional and was recorded under Masters in previous years.

Metric III – Retention, Graduation, Licensure

- Historical retention rates match what was reported on the annual reports required under the LA Grad Act and vary by academic program. Ranging from 69% for Graduate Studies in 2014-15 to 100% for a number of programs. In the latest year, Public Health had the lowest retention rate of 85%.
- LSUHSC-NO maintains excellent passage rates on licensure exams. Data from the past ten years represents a total of 134 exams.

Louisiana State University Health Sciences Center New Orleans

Executive Summary

Seventy-eight (or 58%) of these exams had a perfect passage rate and fifty-four (or 40%) of the exams had passage rates between 90% and 99%.

Metric IV – Effectiveness of Campus Research and Technology

- In AY 2019-2020, the number of PhDs awarded decreased from the prior year. There was also a slight decrease in the number of Postdoctoral Fellows.
- Total research expenditures increased 6% from prior year while federal research expenditures decreased by 2%.
- Although declining, we continue to place an emphasis on faculty obtaining sponsored research funding.

Metric V-Technology Transfer Data

- Data populated from the annual AUTM survey.

Metric VI – Revenue Resources

- The LSU Health Sciences Center-New Orleans Foundation assets have grown 51% during the past eight years.
- Revenues from tuition have grown as a result of increases in tuition rates and enrollment growth. These revenues are being used to offset declines in state general fund support.
- Our campus does not have any true freshmen.
- State Appropriations per FTE have declined over 19% due to budget reductions in the past eight years.

Metric VII – Teaching and Research Productivity

- Duplicate Headcount per Organized Section has remained close in the past fourteen years. It should be noted that the low numbers in this area are caused by a number of factors. For example, medical student clerkship sections are extremely small and are often one student per section. Thesis and dissertation work is also one student per section.
- Instructional and Public Service expenditures for FY 09 through FY 20 were updated to reflect data provided to IPEDS. Personnel costs as a percent of direct instructional expenses have been increasing in the past few years.
- Combined Research and public service expenditures have increased at the same time as our tenured and tenure track faculty full time equivalent (FTE) numbers have declined. Public Service expenditures Per FTE T/TT Faculty have increased drastically due to the fair market value transactions with our partner hospitals.

National Benchmarks

- Data is included comparing the performance of our medical students on the USMLE examinations to medical students nationally and our medical school's rank among medical schools nationally in NIH funding.

HSCNO MISSION:

The mission of LSUHSC-NO is to provide education, research, and public service through direct patient care, and community outreach.

LSUHSC-NO is comprised of the Schools of Allied Health Professions, Dentistry, Graduate Studies, Medicine, Nursing, and Public Health.

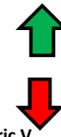
Louisiana State University Health Sciences Center New Orleans

Metrics at a Glance

2019-2020

Legend:

Statistic		Most Recent Available	% Change from Previous Year
High	Low		
X	Y		
Z	%		



Increase from Previous Year

Decrease from Previous Year



No change

Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
Bachelors	Total Undergraduate Headcount	Fall Headcount	Total number of T/TT faculty holding grants	Invention Disclosures	Market Value of Endowments	Total Instructional T/TT Faculty
349 244 ↑ 2.5%	921 640 ↓ -1.8%	2,829 2,169 ↑ 0.2%	118 72 ↓ -15.6%	52 3 ↑ 17.1%	126,456,080 68,465,779 ↑ 1.7%	287 174 ↓ -4.4%
Masters	Total Graduate Headcount	Fall FTE	% of T/TT faculty holding grants	Licenses\Options Executed	Total Gross Revenue Generated from tuition and fees	Total All FTE Instructional Faculty
217 128 ↑ 10.2%	880 447 ↑ 2.7%	2,735 2,034 ↑ 0.4%	48.1% 34.8% ↓ -9.7%	8 1 ↑ 80.0%	61,563 17,966 ↓ -4.7%	910 795 ↑ 0.6%
Professional Medicine (MD)	Total Professional Headcount	Fall Credit Hour per FTE	Total number of Postdoctoral Fellows	New Patents Filed - Total	Total Net Revenue Generated from tuition and fees	T/TT FTE Faculty as a Percent of Total FTE Faculty
198 155 ↑ 1.6%	1,465 915 ↑ 0.8%	22.9 19.6 ↑ 0.5%	49 31 ↓ -6.1%	64 3 ↑ 128.6%	57,601 15,003 ↓ -5.3%	35.6% 19.1% ↓ -4.9%
Professional Dentistry (DDS)	Total number of students enrolled who received TOPS	1st to 2nd Year Retention Allied Health	Research per FTE T/TT faculty (in thousands)	Active License Agreements	State Appropriation per FTE	Total SCH Per T/TT Faculty
68 53 ↑ 11.9%	448 237 ↓ -8.3%	97.0% 87.0% ↑ 3.3%	239 197 ↑ 10.6%	38 6 ↑ 26.7%	71,533 29,396 ↓ -3.9%	201.5 159.4 ↓ -3.9%
Total number of degrees awarded in Nursing	Total number of students enrolled in Nursing programs	1st to 2nd Year Retention (Dental Hygiene)	Total Federal Research Expenditures	Licenses Generating Income	Net Revenue Generated from auxiliary enterprises	Estimated FTE Student Taught per T/TT FTE Faculty
365 231 ↓ -0.3%	1,061 0 ↓ -2.1%	100.0% 94.0% ↑ 3.1%	40,637 26,988 ↓ -2.2%	29 7 ↑ 50.0%	1,230,377 -1,657,231 ↓ -677.8%	16 7.1 ↑ 6.7%
Total number of degrees awarded in Allied Health	Total number of students enrolled in Allied Health Professions programs	1st to 2nd Year Retention (Nursing)	Total NSF Research Expenditures	Total Licensing Income		Personnel Cost as a percent of Direct Instructional Expense
188 98 ↓ -0.6%	423 1 ↑ 0.8%	93.0% 82.0% ↑ 6.9%	53,712 38,989 ↑ 6.1%	830,274 69,102 ↑ 35.8%		87.4% 77.7% ↑ 7.3%

Louisiana State University Health Sciences Center New Orleans

Metric I. Number of degrees conferred by level and professions most important to Louisiana.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Campus total number of degrees awarded/conferred							
Associates	8	9	3	2	2	2	5
Bachelors	349	330	339	312	323	323	331
Masters	197	217	184	137	153	128	141
Doctoral Research/Scholarship (PhD, DNS)	23	25	24	18	11	22	15
Professional Audiology (AuD)	11	11	11	12	10	12	11
Professional Physical Therapy (DPT)	36	33	35	39	34	36	32
Professional Medicine (MD)	180	181	186	198	192	189	192
Professional Dentistry (DDS)	65	63	64	64	63	59	66
Professional Nursing (DNP)		7	48	61	58	71	57
Post Doctoral Certificate	13	19	18	17	16	14	18
Total degrees awarded	882	895	912	860	862	856	868
Total number of degrees awarded in Nursing	361	344	365	299	305	318	317
Total number of degrees awarded in Allied Health	162	147	162	180	188	176	175
Total number of degrees awarded by race/ethnicity							
Hispanic	36	39	37	33	48	37	35
American Indian or Alaska Native	4	1	2	3	4	3	1
Asian/Pacific Islander	74	76	70	81	67	51	64
African American Non-Hispanic	115	74	85	70	74	67	78
Native Hawaiian or Other Pacific Islander	0	2	0	0	0	1	0
White Non-Hispanic	628	673	689	641	638	575	654
Two or More Races	2	1	1	3	4	14	11
Nonresident Alien	15	17	16	14	8	13	9
Race/Ethnicity Unknown	8	12	12	15	19	95	16

Louisiana State University Health Sciences Center New Orleans

Metric I. Number of degrees conferred by level and professions most important to Louisiana.

Nursing CIP Code/s

	CIP Code	CIP 2010 Code	Degree
Nursing	51.1601	51.3801	BSN
Nursing Administration	51.1602	51.3802	MN
Nursing-Adult Health & Illness	51.1603	51.3803	MN
Nurse Anesthesia	51.1604	51.3804	MN
Primary Care Family Nurse Practitioner	51.1605	51.3805	MN
Neonatal Nurse Practitioner	51.1606	51.3806	MN
Nursing Science	51.1608	51.3808	DNS
Psyc./Community Health Nursing	51.1610	cancelled	MN
Public & Community Health Nursing	51.1611	51.3811	MN
Nursing, Other-Nurse Educator	51.1699	51.3817	MN
Nursing Practice	51.3818	51.3818	DNP

Allied Health CIP Code/s

	CIP Code	CIP 2010 Code	Degree
Health Science	51.0000	cancelled	MHS
Audiology	51.0202	51.0202	Au D
Communications Disorders	51.0204	51.0204	MCD
Cardiopulmonary Science	51.0901	51.0901	BS
Clinical Lab Science/Medical Technology	51.1005	51.1005	BS
Occupational Therapy	51.2306	51.2306	MOT
Physical Therapy	51.2308	51.2308	DPT
Physician Assistant Studies	51.0912	51.0912	MPAS
Rehabilitation Services	51.2310	cancelled	BS
Rehabilitation Counseling	51.2310	51.1005	MHS

Louisiana State University Health Sciences Center New Orleans

Metric II. The following metrics will provide the campus enrollment trends.

Headcount Enrollment as of 14th Class Day		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
<i>Undergraduate</i>								
	Full-time	628	603	654	696	728	831	783
	Part-time	288	276	219	225	186	90	121
Total Undergraduate Headcount		916	879	873	921	914	921	904
<i>Graduate</i>								
	Full-time	724	742	738	728	400	395	401
	Part-time	156	110	82	73	48	52	58
Total Graduate Headcount		880	852	820	801	448	447	459
<i>First Professional</i>								
	Full-time	1,032	1,060	1,065	1,055	1,396	1,403	1,436
	Part-time					50	51	29
Total Professional Headcount		1,032	1,060	1,065	1,055	1,446	1,454	1,465
Total Headcount Enrollment (Undergraduate, Graduate & Professional)		2,828	2,791	2,758	2,777	2,808	2,822	2,828
Total Full-Time-Equivalent (FTE) Enrollment		2,577	2,497	2,640	2,664	2,690	2,723	2,735

Total Enrollment by Race and Ethnicity as of the 14th Class Day		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Allied Health Professions								
	Hispanic	15	18	14	10	5	8	13
	American Indian or Alaska Native	2	3	2	0	0	0	0
	Asian/Pacific Islander	19	19	25	18	18	15	15
	African American Non-Hispanic	21	26	25	21	22	28	19
	Native Hawaiian or Other Pacific Islander	1	0	0	1	1	0	0
	White Non-Hispanic	332	334	328	327	318	320	324
	Two or More Races	3	4	4	7	10	11	15
	Nonresident Alien	0	0	0	0	1	1	1
	Race/Ethnicity Unknown	17	19	21	16	14	7	6

Louisiana State University Health Sciences Center New Orleans

Metric II. The following metrics will provide the campus enrollment trends.

Total Enrollment by Race and Ethnicity as of the 14th Class Day		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Dentistry								
	Hispanic	22	18	13	11	14	12	14
	American Indian or Alaska Native	1	1	1	2	2	2	5
	Asian/Pacific Islander	57	57	58	48	51	54	56
	African American Non-Hispanic	18	17	17	14	19	20	14
	Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
	White Non-Hispanic	282	282	284	286	298	310	320
	Two or More Races	1	0		3	4	4	1
	Nonresident Alien	8	9	8	9	7	7	13
	Race/Ethnicity Unknown	3	1	3	3	1	1	2
Graduate Studies								
	Hispanic	2	4	2	2	4	5	5
	American Indian or Alaska Native	0	0	0	0	0	0	0
	Asian/Pacific Islander	11	8	9	9	9	6	6
	African American Non-Hispanic	5	6	7	6	4	7	10
	Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	1
	White Non-Hispanic	50	42	48	49	48	51	49
	Two or More Races	0	0	0	0	0	1	1
	Nonresident Alien	20	14	11	6	9	9	11
	Race/Ethnicity Unknown	0	0	1	1	1	0	0
Nursing								
	Hispanic	55	58	59	65	65	70	70
	American Indian or Alaska Native	5	4	4	3	3	3	3
	Asian/Pacific Islander	52	49	53	46	48	50	53
	African American Non-Hispanic	145	129	122	130	135	149	166
	Native Hawaiian or Other Pacific Islander	0	0	0	0	1	0	0
	White Non-Hispanic	788	746	693	738	752	744	705
	Two or More Races	0	1	8	14	17	16	18
	Nonresident Alien	4	6	2	1	4	2	1
	Race/Ethnicity Unknown	0	0	9	13	15	9	5

Louisiana State University Health Sciences Center New Orleans

Metric II. The following metrics will provide the campus enrollment trends.

Total Enrollment by Race and Ethnicity as of the 14th Class Day		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Medicine								
	Hispanic	19	20	25	31	38	42	40
	American Indian or Alaska Native	1	1	1	1	1	2	3
	Asian/Pacific Islander	104	91	90	92	93	108	111
	African American Non-Hispanic	35	37	34	39	45	50	52
	Native Hawaiian or Other Pacific Islander	1	0	0	0	0	0	0
	White Non-Hispanic	581	509	513	504	480	556	547
	Two or More Races	2	3	4	8	12	14	16
	Nonresident Alien	0	1	1	2	2	0	1
	Race/Ethnicity Unknown	30	140	138	125	120	30	27
Public Health								
	Hispanic	5	6	14	13	10	7	4
	American Indian or Alaska Native	0	0	1	1	1	1	0
	Asian/Pacific Islander	10	12	13	11	8	9	9
	African American Non-Hispanic	22	21	24	25	23	21	28
	Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
	White Non-Hispanic	60	51	52	45	53	41	51
	Two or More Races	0	0	2	2	1	1	1
	Nonresident Alien	16	21	15	17	20	16	15
	Race/Ethnicity Unknown	2	3	0	0	1	2	1
Student Credit Hours (SCH)								
Note: For MD and DDS Students 18 contact hours = 1 credit hour								
	Fall SCH	53,362	57,226	60,372	59,494	53,808	55,411	55,911
	Spring SCH	55,666	53,099	53,799	53,461	50,928	50,843	n/a
Total number of students enrolled who received TOPS								
	Performance	119	130	136	147	150	158	155
	Opportunity	125	132	133	136	147	154	132
	Honors	73	85	100	111	112	136	124
Enrollment by specified discipline as of 14th class day								
	Total number of students enrolled in Nursing programs	1,049	993	950	1,010	1,040	1,043	1,021
	Total number of students enrolled in Allied Health Professions programs	410	423	419	400	389	390	393

Louisiana State University Health Sciences Center New Orleans

Metric II. The following metrics will provide the campus enrollment trends.

Nursing CIP Code/s

	CIP Code	CIP 2010	Degree
Nursing	51.3801	51.3801	BSN
Nursing Administration	51.3802	51.3802	MN
Nursing-Adult Health & Illness	51.3803	51.3803	MN
Nurse Anesthesia	51.3804	cancelled	MN
Primary Care Family Nurse Practitioner	51.3805	51.3805	MN
Neonatal Nurse Practitioner	51.3806	51.3806	MN
Nursing Science	51.3808	51.3808	DNS
Psyc./Community Health Nursing		cancelled	MN
Public & Community Health Nursing		51.3811	MN
Nursing, Other-Nurse Educator	51.3817	51.3817	MN
Nursing Practice	51.3818	51.3818	DNP

Allied Health CIP Code/s

Health Science		cancelled	MHS
Audiology	51.0202	51.0202	Au D
Communications Disorders	51.0204	51.0204	MCD
Cardiopulmonary Science	51.0901	51.0901	BS
Clinical Lab Science/Medical Technology	51.1005		
Occupational Therapy	51.2306	51.2306	MOT
Physical Therapy	51.2308	51.2308	DPT
Physician Assistant Studies	51.2310	51.0912	MPAS
Rehabilitation Services		cancelled	BS
Rehabilitation Counseling	51.2310	51.1005	MHS

Variables Description

Headcount Enrollment Undergraduate – Total number of full-time and part-time students enrolled in courses for undergraduate credit.

Headcount Enrollment Graduate – Total number of full-time and part-time students enrolled in courses for graduate credit.

Full-Time Equivalent (FTE) – The calculation of FTE can vary by institution. However, FTE enrollment reported for this metric should reconcile to FTE data you report to the Louisiana BoR, SREB and IPEDS for your campus.

Full-Time Student Undergraduate - a student enrolled for 12 or more semester credits or 24 or more contact hours a week each term. (IPEDS)

Dual Enrollment- A student who is enrolled in high school but who is also enrolled, simultaneously, in a postsecondary institution are considered dual enrolled.

Science Technology Engineering and Mathematics (STEM): STEM enrollment is calculated based on STEM CIP codes.

Educations, Nursing, Allied Health - Use the CIP codes as defined by IPEDS for these disciplines to determine the number of students enrolled and graduates in these fields of study.

Louisiana State University Health Sciences Center New Orleans

Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

14th Day Headcount Enrollment	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Fall Headcount	2,828	2,791	2,758	2,777	2,808	2,822	2,828
Spring Headcount	2,863	2,789	2,824	2,834	2,839	2,856	n/a
Fall Credit Hours	53,362	57,226	56,952	55,425	53,808	55,411	55,911
Spring Credit Hours	55,666	53,099	53,841	53,558	50,928	50,843	n/a
Fall FTE	2,577	2,497	2,640	2,665	2,690	2,723	2,735
Spring FTE	2,718	2,655	2,714	2,721	2,730	2,739	n/a
Fall Credit Hour per FTE	20.71	22.92	21.57	20.80	20.00	20.35	20.44
Spring Credit Hour per FTE	20.48	20.00	19.84	19.68	18.65	18.56	n/a
Campus - 1st to 2nd year Retention Rates							
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
By School and Program (student must be continuously enrollment)							
Allied Health Professions	94%	92%	96%	95%	95%	92%	95%
Dentistry-DDS	100%	98%	100%	100%	100%	99%	100%
Dentistry-Dental Hygiene	97%	97%	97%	97%	97%	97%	100%
Dentistry-Dental Lab Tech	100%	100%	100%	100%	100%	100%	100%
Graduate Studies	69%	74%	84%	100%	87%	95%	95%
Medicine	98%	96%	96%	96%	98%	98%	99%
Nursing	86%	91%	90%	86%	90%	87%	93%
Public Health	91%	82%	92%	94%	96%	72%	85%

Number of students taking licensure exams	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Allied Health						
Cardiopulmonary Science	9	17	16	18	15	10
Clinical Laboratory Sciences	25	21	23	22	22	25
Audiology and Speech Language Pathology	33	39	40	37	31	35
Occupational Therapy	27	33	32	36	33	34
Physician Assitant Studies			29	30	30	28
Physical Therapy	33	35	39	34	36	32
Dentistry						
DDS National Board Dental Exam (written)	62	64	64	63	61	61
DDS Clinical Licensure Exam (practical)	63	64	64	63	59	63
National Board Dental Hygiene Exam (written)	38	37	37	37	37	37
Dental Hygiene Clinical Licensure Exam (practical)	38	37	37	37	37	37
Medicine						
USMLE Step 1	192	190	198	194	200	190
USMLE Step 2 CK	182	186	199	184	193	189
USMLE Step 2 CS	178	187	197	191	190	n/a
Nursing						
NCLEX	187	191	210	223	222	249

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Metric III. The following metric will identify the campus trends for retention, graduation, licensure and pass rate.

Number of students passing licensure exams	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Allied Health						
Cardiopulmonary Science	9	16	15	18	15	10
Clinical Laboratory Sciences	25	21	23	22	22	25
Audiology and Speech Language Pathology	33	39	40	37	31	35
Occupational Therapy	27	33	32	36	33	34
Physician Assitant Studies			29	30	27	27
Physical Therapy	33	34	38	32	36	32
Dentistry						
DDS National Board Dental Exam (written)	62	64	63	63	61	61
DDS Clinical Licensure Exam (practical)	60	64	63	63	59	63
National Board Dental Hygiene Exam (written)	38	37	37	37	37	37
Dental Hygiene Clinical Licensure Exam (practical)	38	37	37	37	37	37
Medicine						
USMLE Step 1	186	189	196	188	191	184
USMLE Step 2 CK	165	185	196	183	189	185
USMLE Step 2 CS	164	187	194	188	173	n/a
Nursing						
NCLEX	181	184	204	216	218	243
Campus pass rate on licensure exams	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Allied Health						
Cardiopulmonary Science	100%	94%	94%	100%	100%	100%
Clinical Laboratory Sciences	100%	100%	100%	100%	100%	100%
Audiology and Speech Language Pathology	100%	100%	100%	100%	100%	100%
Occupational Therapy	100%	100%	100%	100%	100%	100%
Physician Assitant Studies			100%	100%	90%	96%
Physical Therapy	100%	97%	97%	94%	100%	100%
Dentistry						
DDS National Board Dental Exam (written)	100%	100%	98%	100%	100%	100%
DDS Clinical Licensure Exam (practical)	95%	100%	98%	100%	100%	100%
National Board Dental Hygiene Exam (written)	100%	100%	100%	100%	100%	100%
Dental Hygiene Clinical Licensure Exam (practical)	100%	100%	100%	100%	100%	100%
Medicine						
USMLE Step 1	97%	99%	99%	97%	96%	97%
USMLE Step 2 CK	91%	99%	98%	99%	98%	98%
USMLE Step 2 CS	92%	100%	98%	98%	91%	n/a
Nursing						
NCLEX	97%	96%	97%	97%	98%	98%

Louisiana State University Health Sciences Center New Orleans

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

	Academic 2011-2012	Academic 2012-2013	Academic 2013-2014	Academic 2014-2015	Academic 2015-2016	Academic 2016-2017	Academic 2017-2018	Academic 2018-2019	Academic 2019-2020
Faculty Research (\$ in thousands)									
Total \$ amount of faculty research	53,712	49,443	45,486	46,838	43,066	40,785	38,989	40,915	43,419
Total number of T/TT faculty holding grants	109	96	83	72	85	77	84	90	76
% of T/TT faculty holding grants	47.60%	45.07%	39.52%	34.78%	47.75%	48.13%	40.98%	44.78%	40.43%
Research \$ per FTE T/TT	226	232	217	226	213	197	201	216	239
Research per FTE T/TT faculty	226	232	217	226	213	197	201	216	239
Total number of PhD's awarded	17	21	12	23	23	18	11	22	15
Total number of Postdoctoral Fellows	40	42	31	33	35	35	42	49	46
Total Number of Post Baccalaureate Certificates	19	14	13	19	18	17	16	14	18

Total research by Major Discipline; Life Science; Physical Science; environmental Science; Engineering Science; Computer Science; Math; Psychology; Social Science; Other Science

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2012			FY Ending 2013			FY Ending 2014		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
Allied Health	1,203	440	1,643	228	312	540	0	275	275
Dentistry	1,223	493	1,716	1,081	226	1,307	1,091	85	1,176
Medicine	31,058	9,018	40,076	27,592	9,799	37,391	26,210	7,803	34,013
Nursing	54	1	55	15	2	17	0	0	0
Public Health	7,099	3,123	10,222	7,970	2,218	10,188	7,336	2,686	10,022
Institutional	0	0	0	0	0	0	0	0	0
Total	40,637	13,075	53,712	36,886	12,557	49,443	34,637	10,849	45,486

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2015			FY Ending 2016			FY Ending 2017		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
Allied Health	23	310	334	29	320	350	4	295	300
Dentistry	1,094	162	1,256	1,143	148	1,291	1,823	165	1,989
Medicine	27,405	8,297	35,702	24,445	7,703	32,148	23,583	9,326	32,909
Nursing	0	0	0	0	0	0	0	5	5
Public Health	7,503	2,044	9,546	7,059	2,218	9,278	2,751	2,255	5,007
Institutional	0	0	0	0	0	0	576	0	576
Total	36,025	10,813	46,838	32,676	10,390	43,066	28,738	12,047	40,785

Louisiana State University Health Sciences Center New Orleans

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2018			FY Ending 2019			FY Ending 2020		
	Federal	Other	Total	Federal	Other	Total	Federal	Other	Total
Allied Health		272	272	994	62	1,056	608	40	648
Dentistry	2,062	193	2,255	1,324	-41	1,283	922	108	1,030
Medicine	22,057	9,804	31,861	26,935	8,020	34,955	27,222	10,818	38,041
Nursing		49	49	34	0	34	21	23	44
Public Health	2,867	1,682	4,549	2,808	777	3,585	2,606	1,049	3,655
Institutional	2	1	3	1	0	1	1	0	1
Total	26,988	12,001	38,989	32,097	8,818	40,915	31,381	12,038	43,419

Research Expenditures (\$ in thousands)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Federal	40,637	36,886	34,637	36,025	32,676	28,738	26,988	32,097	31,381
Total	53,712	49,443	45,486	46,838	43,066	40,785	38,989	40,915	43,419

Note that Research Expenditures data should match data your campus reported to NSF. Beginning in 2008, this data should follow the following guidelines.

Track all expenditures back to the original source. For example, if funds come from the State DOTD, but originated with the federal government those expenditures should be reported as federal. There should be a CFDA number attached to these grants indicating that the original source was federal.

Report all clinical trials as research. Please note that not all clinical trials are done by Tenured or Tenured Track (T/TT) faculty (see c).

Compute under-and unreimbursed indirect costs according to the instructions.

Report NIH "k" and other research training awards as federal. Note, Do Not report all training grants, **only those that are for research training.**

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Metric V: Technology Transfer

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Invention Disclosures	52	37	28	25	28	41	48
Licenses\Options Executed	7	6	8	3	7	5	9
New Patents Filed - Total	21	30	25	37	43	28	64
New Patents Filed - First in Family	*	*	10	11	13	15	14
US Patents Issued	3	4	3	4	7	2	5
Active License Agreements	16	6	23	24	30	30	38
Licenses Generating Income	10	8	29	10	15	12	18
Total Licensing Income	\$97,755	\$69,102	\$830,274	\$162,860	\$224,996	\$120,019	\$163,023
Start-up Companies Formed	0	2	1	0	2	0	2
Legal Fees Expended	\$224,204	\$238,300	\$202,638	\$123,920	\$302,050	\$190,401	\$516,175
Legal Fees Reimbursed	\$109,566	\$108,281	\$0	\$24,654	\$69,124	\$50,164	\$177,157
Percent of Expenses Reimbursed	49%	45%	0%	20%	23%	26%	34%
Legal Fees as a % License Income	229%	345%	24%	76%	134%	159%	317%

LEGEND:

* = 2015-2016 was the first year to track

Louisiana State University Health Sciences Center New Orleans

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value	\$83,610,798	\$83,184,235	\$83,699,619	\$115,022,761	\$120,058,025	\$123,686,215	\$124,347,980	\$126,456,080
Earned Interest on Endowments	\$8,461,129	\$10,950,757	\$1,846,664	\$1,924,450	\$8,507,911	\$6,883,107	\$3,649,563	\$3,398,583
Dollar amount of the endowment approved each fiscal year and made available for expenditures by the campus	\$4,402,543	\$4,825,305	\$5,407,657	\$4,540,947	\$5,178,231	\$5,510,166	\$4,333,690	\$3,303,269
Total # of Foundations	1	1	1	1	1	1	1	1
Foundations total Assets (\$ Amount)	\$126,268,253	\$137,010,098	\$145,830,656	\$143,209,846	\$146,709,128	\$151,758,478	\$158,588,451	\$163,045,965
Click here to go to the Foundations Supplemental Table								
Total # of Board of Regents Support Fund								
Total Value (\$ Amount) of BoR Support Fund	\$ 83,596,107	\$ 88,769,815	\$ 81,760,857	\$ 95,640,094	\$ 99,916,833	\$ 101,634,331	\$ 102,172,303	\$ 104,007,411
Click here to go to the BoR Support Funds Supplemental Table								
Total Gross Revenue Generated from tuition and fees	\$34,860	\$41,420	\$48,064	\$55,268	\$58,996	\$58,685	\$61,563	\$58,685
Total Net Revenue Generated from tuition and fees	\$31,818	\$38,243	\$44,761	\$51,815	\$54,835	\$54,555	\$57,601	\$54,555
Financial Aid								
Total institutional dollars awarded need based aid for entering freshmen class	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need aid for entering freshmen class	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded need based aid for entering freshmen class LA residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded need based aid for entering freshmen class non-residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
LSUHSC-NO does not enroll freshmen in any programs								
State Appropriation per FTE¹	\$36,099	\$35,365	\$35,905	\$35,182	\$35,849	\$30,737	\$30,583	\$29,396
Net Revenue Generated from auxiliary enterprises	\$120,999	(\$140,781)	\$811,715	\$793,867	\$648,427	(\$388,673)	\$286,825	(\$1,657,231)

¹ Per LSU System: State Appropriation includes the Final Approved Budgeted General Fund, Statutory Dedication, and Federal Stimulus (ARRA) of each year. Student FTE is annual FTE reported to Board of Regents. Amount includes money for the Cancer Consortium and Smoking Cessation Programs in those years where those items were appropriated to HSCNO.

Louisiana State University Health Sciences Center New Orleans

Metric VI. The following metrics will identify the tuition and fee revenues, and, other revenue resources.

Endowment Value equals the market value of of the endowment as of June 30 of the reporting year.

FTE Full time equivalent

Payout from Endowment equal interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported finaicial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

Louisiana State University Health Sciences Center New Orleans

Metric VII. The following metrics will identify teaching and research productivity per FTE faculty.

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Instructional							
T/TT FTE Faculty as a Percent of Total FTE Faculty	25.00%	24.08%	24.44%	23.07%	21.67%	20.11%	19.12%
Organized Sections							
Duplicated Headcount per Organized Section	4	4	5	5	5	4	n/a
Include Total SCH generated during the academic year							
Total (SCH)	118,992	120,529	122,184	121,235	113,303	115,261	n/a
Total SCH Per T/TT Faculty	192	189	191	187	166	159	0
Total FTE Student Taught (Fall Semester Only)							
Total FTE Student Taught (Fall Semester Only)	2,577	2,497	2,640	2,664	2,690	2,723	2,735
Estimated FTE Student Taught per T/TT FTE Faculty	12	12	13	14	14	15	16
Cost Data: Direct Expenditures for Instruction (As defined by							
Salaries as a Percent of Direct Instructional Expense							
Salaries as a Percent of Direct Instructional Expense	64.1%	62.7%	63.6%	62.9%	66.1%	71.9%	n/a
Personnel Cost as a percent of Direct Instructional Expense							
Personnel Cost as a percent of Direct Instructional Expense	81.1%	77.7%	79.8%	78.8%	81.4%	87.4%	0.0%
Total Research and Public Services							
Total Research and Public Services	\$235,484,219	\$192,695,089	\$237,992,742	\$253,086,552	\$261,289,578	\$400,894,523	n/a
Research per FTE T/TT Faculty							
Research per FTE T/TT Faculty	\$226,273	\$213,200	\$197,025	\$194,828	\$215,021	\$222,625	n/a
Public Service Per FTE T/TT Faculty							
Public Service Per FTE T/TT Faculty	\$911,332	\$740,736	\$952,699	\$1,109,742	\$1,167,463	\$1,980,093	n/a
Research and Public Service per FTE T/TT Faculty							
Research and Public Service per FTE T/TT Faculty	\$1,137,605	\$953,936	\$1,149,723	\$1,304,570	\$1,382,485	\$2,202,717	n/a

Louisiana State University Health Sciences Center New Orleans

Metric VII. The following metrics will identify teaching and research productivity per FTE faculty.

Definitions:

Direct Expenditures for Instructions: Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

Instruction: Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

Salaries: Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

Benefits: Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in *Academe*. If no rate is available, we will use a default value of 28%.

Other Than Personnel Costs: This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

Research: This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

Public Service: Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

Federally Funded Research: As defined by NSF

Total Research and Expenditures: As defined by NSF

Louisiana State University Health Sciences Center New Orleans

Table I: Affiliated Off-Campus Sites

LSU System Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus
	<i>Not Applicable</i>	

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Carol Ashton D'Angelo Professorship of Alcohol and Drug Stud	\$ 109,118
LSUHSC-NO	Drs. William G. '64 and Hannelore H. '63 Giles Scholarship	\$ 724,876
LSUHSC-NO	Betty Lynne Theriot Distinguished Professorship of Clinical	\$ 119,977
LSUHSC-NO	Allen A. Copping Chair for Excellence in Teaching	\$ 1,215,362
LSUHSC-NO	Kenneth Ardoin/Pfizer Chair in Basic Cardiovascular Research	\$ 1,896,674
LSUHSC-NO	William and Sarah Jane Pelon Chair in the Dept of Microbiolo	\$ 3,687,377
LSUHSC-NO	David R. Bethune - Lederle Lab Professorship in Pharmacology	\$ 124,374
LSUHSC-NO	L. Allen Barker, PhD Professorship in Pharmacology	\$ 98,323
LSUHSC-NO	L. Allen Barker, PhD Professorship in Pharmacology Education	\$ 98,323
LSUHSC-NO	Joseph M. Moerschbaecher, III, PhD Professorship of Pharmaco	\$ 98,323
LSUHSC-NO	Kai and Earl Rozas Professorship of Physiology	\$ 123,541
LSUHSC-NO	Kenneth Ardoin/Pfizer Chair in Translational Biomedical Rese	\$ 1,955,930
LSUHSC-NO	Edmund E. Jeansonne, Sr., DDS Professorship of Continuing Ed	\$ 159,133
LSUHSC-NO	Robert F. Eastman, Sr., DDS Professorship in Operative Denti	\$ 126,974
LSUHSC-NO	Victor Halperin, DDS Professorship of Dental Research	\$ 147,594
LSUHSC-NO	Marie Copping Professorship in General Dentistry	\$ 129,174

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Carl Baldrige Endowed Chair in Dentistry	\$ 1,103,821
LSUHSC-NO	Hank Helmer Directional Drilling Professorship in Dentistry	\$ 137,418
LSUHSC-NO	Ralph and Lily Dauterive Professorship in Operative Dentistr	\$ 125,427
LSUHSC-NO	Raymond G. Leubke, DDS Professorship in Endodontics	\$ 169,556
LSUHSC-NO	Alliance to the Louisiana Dental Association Scholarship	\$ 257,237
LSUHSC-NO	Brasseler USA Professorship in Prosthodontics	\$ 127,792
LSUHSC-NO	Johnson Foundation Professorship in Endodontics	\$ 131,601
LSUHSC-NO	William Ben Johnson Professorship in Endodontics	\$ 136,547
LSUHSC-NO	Tulsa Dental Professorship in Endodontics	\$ 153,392
LSUHSC-NO	R. Jack and Mary Louise Cassingham Chair in Periodontics	\$ 1,345,996
LSUHSC-NO	Blue Cross Blue Shield of Louisiana Professorship	\$ 132,752
LSUHSC-NO	Jack Sheridan Professorship in Student Clinical Dental Resea	\$ 108,388
LSUHSC-NO	Shu Cheuk Professorship in Comprehensive Dentistry	\$ 116,854
LSUHSC-NO	Robert J. Musselman Professorship in Pediatric Dentistry	\$ 114,186
LSUHSC-NO	William and Sarah Jane Pelon Professorship in Oral and Crani	\$ 111,536
LSUHSC-NO	Marshall I. Gottsegen Professorship in Orthodontics	\$ 391,635
LSUHSC-NO	Guy A. Favaloro Professorship in Orthodontics	\$ 402,631
LSUHSC-NO	Bernhard M. Schwaninger Professorship of Orthodontics	\$ 366,605
LSUHSC-NO	Terence E. Walsh Graduate Scholarship of Orthodontics	\$ 339,478
LSUHSC-NO	Cheuk Family Professorship in Comprehensive Dentistry II	\$ 105,638
LSUHSC-NO	LSUSD Orthodontic Alumni Endowed Scholarship	\$ 324,853
LSUHSC-NO	Linda Cao and Phuong Nguyen Scholarship in Pediatric Dentist	\$ 108,321
LSUHSC-NO	Committee of 100 Scholarship in Dentistry	\$ 105,702
LSUHSC-NO	Thomas E. McNeely, DDS, MS, Scholarship in Dentistry	\$ 107,575
LSUHSC-NO	Dr. Jeffrey P. Feingold/MCNA Dental Rural Scholars Scholarsh	\$ 412,256
LSUHSC-NO	Parker E. Mahan Professorship in Orofacial Pain	\$ 107,075
LSUHSC-NO	James R. Peltier Chair in Oral and Maxillofacial Surgery	\$ 2,263,924
LSUHSC-NO	Marilyn L. Zimny, PhD Professorship in Graduate Studies	\$ 191,681
LSUHSC-NO	Frank Low, PhD Endowed Graduate Student Scholarship	\$ 190,610
LSUHSC-NO	Robert F. Dyer Endowed Graduate Student Scholarship	\$ 159,398
LSUHSC-NO	H. Adele Spence Endowed Graduate Student Scholarship	\$ 145,921

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	L. Allen Barker Endowed Graduate Student Scholarship	\$ 364,733
LSUHSC-NO	Herbert C. Dessauer Endowed Graduate Student Scholarship	\$ 139,537
LSUHSC-NO	Pfizer/Salvatore Giorgianni Professorship of Health Systems	\$ 112,409
LSUHSC-NO	Jim Finks Chair for Health Promotion	\$ 1,061,965
LSUHSC-NO	Charles L. Brown, Jr., MD Professorship in Health Promotion	\$ 130,451
LSUHSC-NO	John A. Rock, MD Professorship for Visiting Scholars	\$ 148,703
LSUHSC-NO	Dean Fontham Endowed Superior Graduate Student Scholarship	\$ 112,546
LSUHSC-NO	Richard A. Culbertson Professorship	\$ 105,325
LSUHSC-NO	Sister Henrietta Guyot Professorship in Nursing	\$ 181,247
LSUHSC-NO	James B. and Helen A. Dunn Professorship in Nursing	\$ 148,328
LSUHSC-NO	St. Charles General Hospital Auxiliary Professorship in Nurs	\$ 194,971
LSUHSC-NO	P.K. Scheerle, RN Professorship In Nursing	\$ 164,976
LSUHSC-NO	Tenet Health System/JoEllen Smith, BSN Chair of Nursing	\$ 1,746,795
LSUHSC-NO	Tucker H. Couvillon, III Professorship of Nursing Research	\$ 177,004
LSUHSC-NO	Kelly R. Stewart, MD Chair of Dermatology	\$ 1,676,108
LSUHSC-NO	Susan M. Leary and Richard A. Culbertson Professorship	\$ 103,354
LSUHSC-NO	John N. Bickers Professorship in Hematology/Oncology	\$ 184,336
LSUHSC-NO	Pfizer/Allen D. Meisel, MD Professorship of Gastroenterology	\$ 119,575
LSUHSC-NO	Pfizer/Kenneth A. Ardoin Professorship of Family Medicine	\$ 239,649
LSUHSC-NO	Ernest N. Morial Endowed Chair for the Research and Treatmen	\$ 2,245,624
LSUHSC-NO	Victor M.G. Chaltiel Professorship of Medicine	\$ 107,157
LSUHSC-NO	Women in Medicine Professorship	\$ 121,983
LSUHSC-NO	Gerald S. Berenson, MD Professorship in Preventive Cardiolog	\$ 401,846
LSUHSC-NO	David Lucas (Luke) Glancy Professorship of Cardiology	\$ 189,564
LSUHSC-NO	Keith Van Meter, MD Spirit of Charity Professorship	\$ 116,446
LSUHSC-NO	Charles A. Cefalu, MD Professorship in Geriatrics	\$ 102,260
LSUHSC-NO	Gerald S. and Joan Berenson Chair in Healthy Aging and Longe	\$ 1,012,209
LSUHSC-NO	Pfizer Professorship in Primary Care at Earl K. Long	\$ 151,892
LSUHSC-NO	Paula Garvey Manship Chair of Medicine	\$ 1,180,671
LSUHSC-NO	Carl Baldrige Endowed Chair in Neurology	\$ 2,441,850
LSUHSC-NO	Grace Benson Professorship of Neurology	\$ 135,650

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Tom Benson Professorship of Neurology	\$ 141,948
LSUHSC-NO	Austin J. Sumner, MD Professorship in Neurology	\$ 230,799
LSUHSC-NO	David G. Kline, MD Professorship of Neurosurgery	\$ 164,675
LSUHSC-NO	David G. Kline, MD Endowed Chair in Neurosurgery	\$ 1,237,142
LSUHSC-NO	Kelsey Bradley Favrot Endowed Chair in Neuro-Oncology	\$ 1,357,627
LSUHSC-NO	Jack Andonie, MD Professorship in Gynecological Surgery	\$ 165,493
LSUHSC-NO	Jerome M. Maas Chair in Reproductive Endocrinology	\$ 1,678,821
LSUHSC-NO	Prince Abdulaziz Bin Ahmad Abdulaziz Al-Saud Chair for Study	\$ 2,295,670
LSUHSC-NO	Herbert E. Kaufman, MD Chair of Ophthalmology	\$ 1,424,759
LSUHSC-NO	Ernest C. and Yvette C. Villere Chair in Neuroscience	\$ 5,681,251
LSUHSC-NO	Viola M. and Charles L. Lacoste, Sr. Professorship	\$ 109,859
LSUHSC-NO	Dominick D and Wilhelmina L Aiena Prof in Ophthalmology	\$ 113,504
LSUHSC-NO	Donald Edward Texada, MD Professorship of Ophthalmology	\$ 222,012
LSUHSC-NO	G. Dean MacEwen Endowed Chair in Pediatric Orthopaedics	\$ 1,465,034
LSUHSC-NO	Elaine A. Dore' Endowed Chair in Orthopaedics	\$ 1,499,291
LSUHSC-NO	Kenneth and Frances Barnes Bullington Professorship in Hears	\$ 150,668
LSUHSC-NO	Charles I. Berlin, Ph.D Endowed Chair for the Genetic	\$ 1,421,196
LSUHSC-NO	Mervin L. Trail, MD Endowed Chair in Head and Neck Oncology	\$ 1,490,252
LSUHSC-NO	Leslie Lewinter-Suskind and Robert Suskind Professorship	\$ 250,651
LSUHSC-NO	Nelson K. Ordway, MD Professorship of Pediatric Research	\$ 492,173
LSUHSC-NO	Children's Hospital Professorship of Pediatric Research	\$ 375,228
LSUHSC-NO	Michael Sly, MD Professorship of Allergy and Immunology	\$ 163,152
LSUHSC-NO	Nick Gagliano Professorship in Emergency Pediatrics	\$ 168,778
LSUHSC-NO	Nick Gagliano Professorship in Ambulatory Pediatrics	\$ 139,911
LSUHSC-NO	Michael Sly, MD Professorship of Pediatric Immunology Research	\$ 325,005
LSUHSC-NO	Bettina C. Hilman, MD Professorship of Pediatric Allergy	\$ 326,054
LSUHSC-NO	Sheila Gottschalk Professorship in Excellence in Teaching	\$ 164,573
LSUHSC-NO	Eugenie and Joseph Jones Family Foundation Professorship	\$ 149,739
LSUHSC-NO	Alan Robson, MD Professorship in Pediatric Nephrology	\$ 102,958
LSUHSC-NO	John Ey, MD Professorship in Hospitalist Pediatrics	\$ 150,207
LSUHSC-NO	Research Institute for Children Professorship	\$ 134,129

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Imtiaz Ahmed Professorship for International Primary	\$ 140,511
LSUHSC-NO	Emma Sadler Moss Professorship of Pathology	\$ 167,500
LSUHSC-NO	Carl Adatto Professorship In Psychoanalytic Psychiatry	\$ 143,723
LSUHSC-NO	Kathleen and John Bricker Endowed Chair in Psychiatry	\$ 1,241,367
LSUHSC-NO	Paul J. Ramsay Endowed Chair of Psychiatry	\$ 1,564,736
LSUHSC-NO	George C. Dunn Professorship in Psychiatry	\$ 114,553
LSUHSC-NO	Edward D. Levy, Jr., MD Professorship in Psychiatry	\$ 105,625
LSUHSC-NO	Carl Adatto Professorship in Community Psychiatry	\$ 103,184
LSUHSC-NO	Barbara Lemann Professorship of Child Welfare	\$ 135,279
LSUHSC-NO	Max Sugar Professorship in Infant, Child and Adolescent Psyc	\$ 259,483
LSUHSC-NO	Fraternal Order of Eagles Ronald Reagan Professorship	\$ 137,110
LSUHSC-NO	Dr. Mollie Marcus Wallick Professorship in Psychiatry	\$ 113,922
LSUHSC-NO	Howard & Joy Osofsky Professorship of Addiction Psychiatry	\$ 227,837
LSUHSC-NO	Pfizer/Hank McCrorie Trauma Surgery Professorship	\$ 177,366
LSUHSC-NO	William Boatner Reily Professorship in Urology	\$ 135,639
LSUHSC-NO	H. Eustis Reily Professorship in Urology	\$ 122,556
LSUHSC-NO	Joseph N Macaluso, Jr, MD FACS Professorship of Endourology	\$ 114,435
LSUHSC-NO	David L. Autin, MD, Scholarship Fund	\$ 106,460
LSUHSC-NO	Irvin Cahen, MD Endowed Chair in Orthopaedic Surgery	\$ 1,320,751
LSUHSC-NO	Isidore Cohn, Jr., MD Chair in Surgery	\$ 1,229,222
LSUHSC-NO	Richard E. L. Fowler Professorship of Pediatrics	\$ 202,033
LSUHSC-NO	Harry E. Dascomb, MD Professorship of Medicine	\$ 576,535
LSUHSC-NO	Howard Buechner, MD Professorship of Medicine	\$ 596,754
LSUHSC-NO	Abe Mickal, MD Chair in Obstetrics and Gynecology	\$ 1,162,074
LSUHSC-NO	Edgar Hull, MD Endowed Chair in Medicine	\$ 1,123,418
LSUHSC-NO	Jim Lowenstein Professorship in Medicine	\$ 702,414
LSUHSC-NO	Richard M. Paddison, MD Professorship of Neurology	\$ 841,283
LSUHSC-NO	John H. Seabury, MD Professorship in Medicine	\$ 187,196
LSUHSC-NO	James D. Rives Professorship of Cancer Surgery	\$ 160,237
LSUHSC-NO	Fred G. Brazda, PhD Professorship in Biochemistry	\$ 239,823
LSUHSC-NO	Philip Cenac, MD Professorship of Medical Ethics	\$ 229,944

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Henry Jolly, MD Professorship of Clinical Dermatology	\$ 945,965
LSUHSC-NO	James D. Rives Professorship of Surgery	\$ 304,585
LSUHSC-NO	Jack Perry Strong Chair in Pathology	\$ 2,164,027
LSUHSC-NO	Richard Ashman, PhD Professorship in Physiology	\$ 221,064
LSUHSC-NO	Marilyn L. Zimny, PhD Professorship in Anatomy	\$ 134,218
LSUHSC-NO	Claude C. Craighead, MD Chair in Vascular Surgery	\$ 2,410,370
LSUHSC-NO	George D. Lyons, Jr., MD Chair in Otolaryngology Head and	\$ 1,278,515
LSUHSC-NO	Russell C. Klein, MD Alumni Professorship	\$ 163,685
LSUHSC-NO	Marie LaHasky Professorship of Family Medicine	\$ 393,225
LSUHSC-NO	Ronald Welsh, MD Professorship of Pathology	\$ 543,893
LSUHSC-NO	Warren C. Plauche, MD Professorship of Maternal Fetal Medici	\$ 153,728
LSUHSC-NO	Albert Lauro, MD Professorship of Emergency Medicine	\$ 194,992
LSUHSC-NO	Fred Allison, Jr., MD Professorship of Medicine	\$ 127,957
LSUHSC-NO	Harvey A. Gabert, MD Chair in Obstetrics and Gynecology	\$ 1,268,671
LSUHSC-NO	Louis R. Cabiran, MD Professorship of Medicine	\$ 289,312
LSUHSC-NO	Julius H. Mullins, Sr., MD Professorship of Anatomy	\$ 131,430
LSUHSC-NO	Robert S. Daniels Professorship of Medical Education	\$ 151,504
LSUHSC-NO	William H. Stewart, MD Chair in Pediatrics	\$ 1,311,729
LSUHSC-NO	Percy Rosenbaum, MD Professorship of Pediatrics	\$ 162,995
LSUHSC-NO	Robert D. D'Ambrosia Chair in Orthopaedic Surgery	\$ 1,598,319
LSUHSC-NO	James K. Howles, MD Professorship in Dermatology	\$ 452,700
LSUHSC-NO	Pelayo Correa, MD Professorship of Pathology	\$ 144,265
LSUHSC-NO	Richard Vial, MD Professorship of Medical Education	\$ 156,324
LSUHSC-NO	Roland Coulson, PhD Professorship of Biochemistry	\$ 135,351
LSUHSC-NO	G. John Buddingh, MD Professorship in Microbiology	\$ 282,642
LSUHSC-NO	Charles V. Sanders, MD Chair of Medicine	\$ 1,180,613
LSUHSC-NO	Warren R. Summer, MD Professorship of Pulmonary Medicine	\$ 149,708
LSUHSC-NO	Louis Levy II, MD, M'43 Professorship of Research Cardiology	\$ 258,834
LSUHSC-NO	Brian P. Jakes, Sr., Professorship in Rural Healthcare	\$ 149,665
LSUHSC-NO	Nicolas G. Bazan, MD, PhD Professorship in Emergency Medicin	\$ 125,435
LSUHSC-NO	Eduardo Marvez-Valls, MD Professorship of Emergency Medicine	\$ 154,506
LSUHSC-NO	William A. Rock, Jr., MD Professorship in Clinical Pathology	\$ 143,233

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment
LSUHSC-NO	Charles W. Hilton, MD Professorship of Medical Education	\$ 97,624
LSUHSC-NO	Gerald and Gayle Foret Professorship of Family Medicine	\$ 202,518
LSUHSC-NO	Raja W. Dhurandhar, MD Professorship of Cardiology	\$ 122,712
LSUHSC-NO	Alice Baker Holoubek, MD Professorship of Medicine	\$ 117,652
LSUHSC-NO	Samuel G. McClugage, Jr., PhD Professorship of Cell Biology	\$ 152,862
LSUHSC-NO	Charles W. McMillin, III and Richard Paul Grace Chair of Can	\$ 1,664,322
LSUHSC-NO	Patricia Powers Strong Professorship in Oncology	\$ 289,281
LSUHSC-NO	Amgen Oncology Professorship	\$ 191,376
LSUHSC-NO	Morey L. Sear/Dr. Oliver Sartor Professorship for Prostate	\$ 173,156
LSUHSC-NO	Wendell H. Gauthier Chair of Cancer Research	\$ 1,065,142
LSUHSC-NO	Cancer Crusaders Endowed Professorship in Cancer Research	\$ 867,240
LSUHSC-NO	Frances Zuppardo Professorship of Cancer Research	\$ 198,359
LSUHSC-NO	Al Copeland/Cancer Crusaders Chair in Neuroendocrine Cancer	\$ 1,447,536
LSUHSC-NO	Cancer Crusaders Chair in Advanced Cancer Therapy Research	\$ 1,055,727
LSUHSC-NO	Bollinger Family Professorship in Alzheimer's Disease	\$ 116,385
LSUHSC-NO	EENT Professorship in the LSU Neuroscience Center of Excellence	\$ 105,150
LSUHSC-NO	Ernest C. and Yvette C. Villere Chair for the Study of Retin	\$ 3,261,084
LSUHSC-NO	T.G. and Doris Solomon Family Endowed Chair	\$ 1,990,254

LSU System Campus	Foundation	Total Assets (\$ Amount)
LSUHSC-NO	The Foundation for the LSU Health Sciences Center	\$ 163,045,965

Louisiana State University Health Sciences Center New Orleans

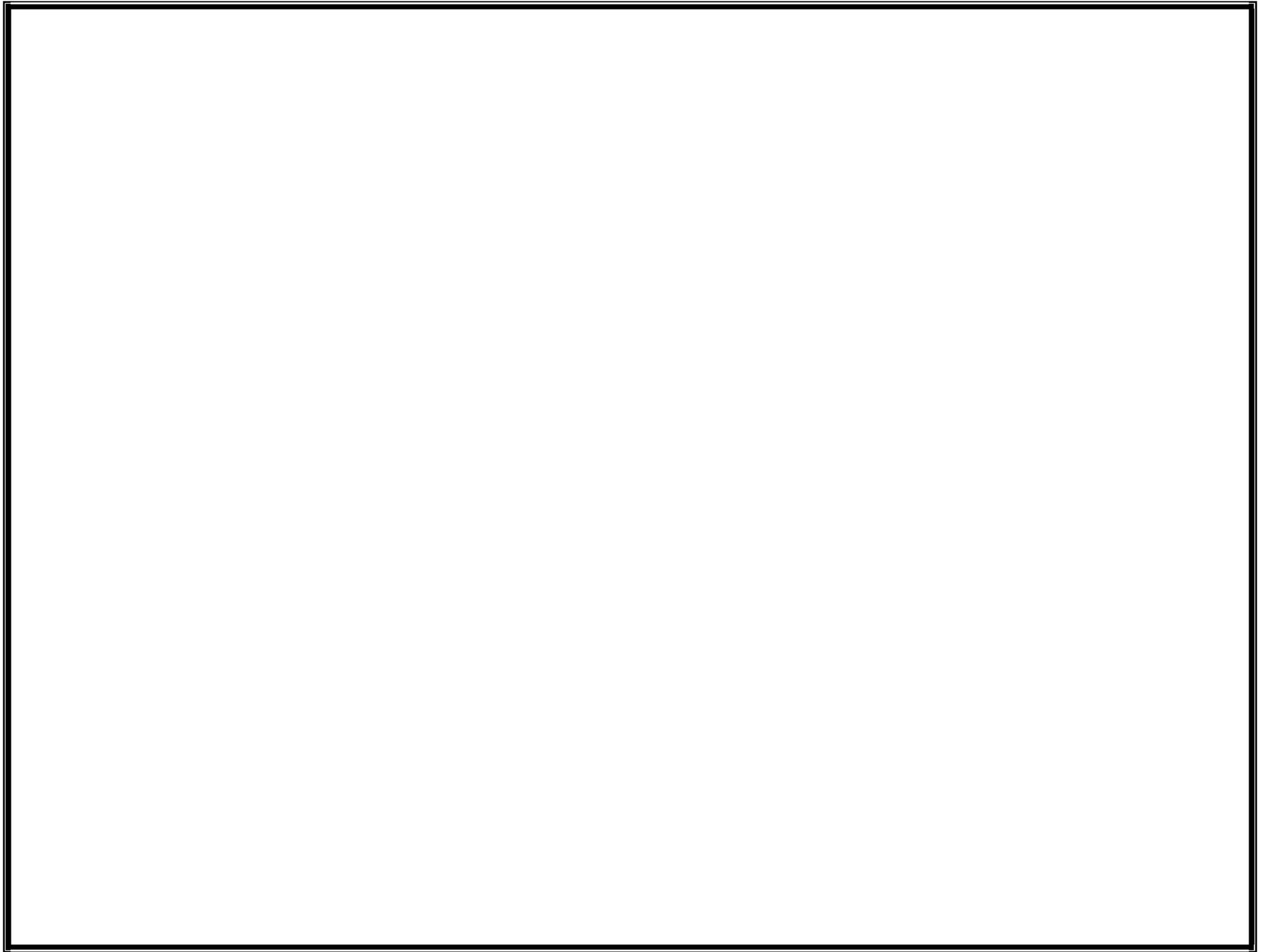
National Benchmark Report

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
USMLE Step 1							
LSU School of Medicine Mean Total Score	228	228	229	228	229	228	233
National Mean Total Score	229	229	228	229	230	231	234
* LSU and National Data for Step 1 in 2019-2020 represents 95% of students taking Step 1, the full data set will be available in Feb. or March 2021.							
USMLE Step 2 CK							
LSU School of Medicine in New Orleans Mean Total Score	239	235	240	242	242	242	n/a
National Mean Total Score	240	240	242	242	243	243	n/a
* Step 2 in 2019-2020 will be available in Feb. or March 2021.							
NIH Dollars Awarded by Funding Mechanisms							
	Federal FY 13	Federal FY 14	Federal FY 15	Federal FY 16	Federal FY 17	Federal FY 18	Federal FY 19
LSU School of Medicine Rank	88	87	91	93	90	90	87
Total Schools of Medicine with NIH Awards	138	138	138	139	141	146	142

**Louisiana State University
Health Sciences Center Shreveport**



April 10, 2021



Louisiana State University Health Sciences Center Shreveport

Executive Summary

Introduction

Established in 1969, Louisiana State University Health Sciences Center at Shreveport (LSUHSC-S) has an admirable history of advancing health sciences education, scientific discovery, and patient care. LSUHSC-S is home to schools of medicine, allied health professions, and graduate studies, and its programmatic and degree range in the health professions and biomedical sciences enable the state's most talented individuals to become outstanding practitioners, researchers, and educators. The institution's comprehensive primary, specialty, and sub-specialty clinical programs support the educational mission while improving the health and healthcare of Louisiana's population through the delivery of preventive, diagnostic, and treatment services from primary to quaternary levels. LSUHSC-S is also committed to addressing today's health care needs through forward-thinking biomedical research and therapeutic innovations that contribute to the body of knowledge and practice in science and medicine.

Metric I: Completions

The number of completers has been comparatively stable for the last five years as entering class sizes are fixed for practically all programs. Notably, the School of Medicine's entering class size has incrementally increased from 125 in 2017 to 136 in 2018 and 150 in 2019; accordingly, the number of M.D. completers is expected to grow proportionately beginning in 2022.

In the School of Graduate Studies, the number of graduates varies annually because the number of students accepted changes from year to year. In addition, the length of time to degree completion differs among students and ranges from four to eight years. Because of limited resources that have been compounded by budget reductions in research and higher education, the number of completers is not expected to increase for the School of Graduate Studies, which relies on competitive stipends to attract and recruit students.

Metric II: Enrollment

In fall 2020, total enrollment for the institution increased 3.1% from the previous fall and reached an all-time high headcount of 966. The School of Medicine's enrollment increased 2% from the previous fall and also set a record high enrollment of 551. The School of Allied Health Professions' enrollment increased 4.5% from the previous fall, mostly attributed to higher enrollment in its Master of Public Health degree program, which now offers a fully online option. The School of Graduate Studies enrollment increased 4.3% from the previous fall.

Metric III: Student Success

Acknowledging a special responsibility to Louisiana, the School of Medicine draws its applicants from mostly in-state residents. Despite a limited applicant pool, often with entry exam scores lower than the national median, the school's licensure pass rates continue to be consistently competitive with national pass rates. The School of Medicine continues to employ various approaches to maintain or increase passage rates on licensure exams including early identification of at-risk students, individual student counseling, practice examinations, increased patient contact and faculty interaction, and simulation. Remarkably, the school achieved a 100% first-time pass rate on USMLE Step 1 in 2020 compared to a national average pass rate of 98%

Louisiana State University Health Sciences Center Shreveport

Executive Summary

In the School of Allied Health Professions, licensure pass rates across all programs continue to be consistently competitive with national pass rates. Some programs in the school impressively achieved a 100% first-time pass rate on their respective licensing exams in 2109-20. The school continues to institute various methods to maintain or increase passage rates on licensure and certification exams and to improve workforce foundational skills. Strategies incorporated include early identification of students needing remediation, individual student counseling, study groups, practice examinations, clinical practice skill development, and interactive teaching by faculty on clinical rotations.

Metric IV: Campus Research

In March 2020, scientists at LSUHSC-S Shreveport established the Emerging Viral Threat (EVT) Laboratory to address the need for faster detection and processing of COVID-19 tests. The EVT Lab is the first in North Louisiana approved by the Centers for Medicare and Medicaid (CMS) to conduct and analyze tests to determine if an individual has COVID-19. The EVT Lab is working to obtain complete genome sequences of the viruses from samples in cooperation with nationwide and international efforts to better understand the virus, enable molecular epidemiology work, such as contact tracing, and to inform future vaccine efforts. The lab provides the same offerings as Centers for Disease Control and Prevention (CDC) testing locations and is working collaboratively with the World Health Organization (WHO) and CDC-sanctioned testing labs, following the same testing criteria. LSUHSC-S is proud to have nationally and internationally renowned NIH funded virologists on our faculty. Creation of the Emerging Viral Threat (EVT) laboratory brings together numerous regional experts to provide urgently needed COVID-19 testing solutions while allowing our community and state to be prepared for future viral threats when they occur. The Emerging Viral Threat (EVT) has processed more than 240,000 COVID 19 Testing samples to date.

LSUHSC-S is home to seven distinct centers that focus on diverse aspects of biomedical and clinical research involving cancer, cardiovascular disease, neurological disease, and inflammatory disorders: 1) Center for Cardiovascular Diseases and Sciences, 2) Feist-Weiller Cancer Center, 3) Center of Excellence in Arthritis and Rheumatology, and 4) Center for Brain Health, 5) Center for Tissue Engineering and Regenerative Medicine, and 6) the Louisiana Addiction Research Center, and 7) the recently approved Center of Excellence in Emerging Viral Threat (CEVT) Laboratory.

In 1985, Malcolm Feist, a Shreveport attorney, donated his estate to LSUHSC-S with the sole purpose of supporting cardiovascular disease research at LSUHSC-S. In 2013, the Center for Cardiovascular Diseases and Sciences (CCDS) was approved by the LSU Board of Supervisors and the Louisiana Board of Regents. The goal of the CCDS is to invest in the future of cardiovascular research at LSUHSC-S by identifying and enhancing research opportunities for faculty, creating a strong environment for mentoring trainees, and engaging clinical scientists in translational research and clinical trials. The major focus areas of CCDS investigators include atherosclerosis, cardiac function, neurovascular and stroke, and micro-vascular function. The CCDS was recently approved and recommended by the LSU Board of Supervisors to the Board of Regents as a Center of Excellence.

The Feist-Weiller Cancer Center (FWCC) began as a Center for Excellence in Cancer Treatment, Research, Education and Prevention by an act of the Louisiana Board of Regents in 1993. The center was named Feist-Weiller Cancer Center in 1997 following a generous gift to honor the Feist and Weiller families. The Feist-Weiller Cancer Center is a matrix organization with three divisions: Clinical Cancer Research, Basic and Translational Cancer Research, and Cancer Prevention and Control. The FWCC serves a unique position in the community by being a St. Jude's Affiliate Clinic in which children are treated according to detailed St. Jude's protocols. The major research focus areas of FWCC investigators include viral oncogenesis, hematological malignancies, prostate cancer, cellular transformation, altered cell cycle regulation, and cancer prevention and

Louisiana State University Health Sciences Center Shreveport

Executive Summary

control.

The Center of Excellence in Arthritis and Rheumatology (CEAR) was established and funded by the Louisiana Legislature in 1990 for the development and expansion of multidisciplinary, interdepartmental clinical programs, education and research excellence. CEAR research endeavors are centered on arthritis and rheumatologic diseases, as well as broader focus areas of immunological and inflammatory diseases as they relate to cardiovascular diseases and cancer. Thus, CEAR is poised to better integrate with the CCDS and FWCC and leverage its unique faculty and clinical patient population for enhanced research on the campus.

The Center for Brain Health (CBH) received full approval from the Louisiana Board of Regents in October 2019. The CBH will provide comprehensive care for brain disorders while expanding neuroscience-related education and research. Clinicians and neuroscientists at LSUHSC-S and neighboring institutions have begun working to create such a team, where cutting-edge technology is used to provide top-quality state-of-the-art care and conduct pioneering research that will lead to the development of new therapies for brain disorders.

The Center for Tissue Engineering and Regenerative Medicine (CTERM) received provisional approval from the Louisiana Board of Regents during FY18-19. This Center for Tissue Engineering and Regenerative Medicine (CTERM) brings together a multidisciplinary team of researchers from Louisiana Tech University and LSU Health Sciences Center Shreveport. The clinical and research arms of CTERM pulls together experts from biomedical engineering and biomechanics, human physiology, cellular and molecular biology, and clinicians engaged in translational research. This innovative interdisciplinary center represents the first such cross-institutional research center in Louisiana and sets a new example for collaborative research initiatives in our State. By combining the basic science, engineering and technical strengths of LA Tech with the bench science and medical expertise of LSUHSC-S, CTERM is uniquely poised to extend the current state-of-the-art and successfully compete for extramural research funding that would be otherwise unattainable, if each institution applied separately. The synergy created by the CTERM partners will contribute to the distinguished tradition of research excellence at LA Tech and LSUHSC-S by maximizing the resources available to each of the partnering institutions.

Finally, CTERM fulfills the recommendations of both LSU and ULS systems, and the Board of Regents to engage in cross-institutional collaborations. In summary, the CTERM partnership will promote research-building efforts at LSUHSC-S and LA Tech, while simultaneously providing a unique ability for quality healthcare to the patients of the region.

The Louisiana Addiction Research Center received provisional from the Louisiana Board of Regents in December 2019. The mission of LSU Health Sciences Center Shreveport's Louisiana Addiction Research Center (LARC) is to provide addiction research and education in an integrated environment pursuing the latest in innovative approaches and learning. Through this research it is our goal to develop therapeutic models that optimize compassionate care to patients suffering from substance use disorder (SUD), while improving knowledge and understanding of SUD as a public health issue through active collaboration with our community. The overarching goal of LARC is to foster collaborative multidisciplinary research projects that integrate not only basic and clinical science, but engagement with a community of stakeholders throughout Louisiana. Addiction is clearly wreaking havoc in Louisiana: unless our community can come together with a workable plan to address it, we will not be able to stop the cycle of this disease

The majority of the basic research studies are funded by federal research agencies, such as the National Institutes of Health and private

Louisiana State University Health Sciences Center Shreveport

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associations and foundations; most of the clinical studies receive funding support from the pharmaceutical industry.

Metric V: Technology Transfer

As part of its mission, LSUHSC-S supports the region and the state in economic growth and prosperity by utilizing research and knowledge to engage in productive partnerships with the private sector. Ongoing partnerships between LSUHSC-S and several start-up companies are active and making a difference in the biomedical field.

Intellectual property developed at LSUHSC-S has been exclusively licensed to development-stage companies that are working toward the commercialization of these technologies. For example, Embera NeuroTherapeutics, a start-up company from LSUHSC-S, has been granted a license to commercialize patented drug combination for the treatments for smoking cessation and other addictions. Innolyzer, LLC, a new LSUHSC-S faculty start-up company, was licensed in 2013-2014, to commercialize several patents for the detection and analysis of hydrogen sulfide levels in biological fluids as well as other liquids such as petroleum products. Segue Pancreatic, a start-up company, licensed technologies in 2016, has discovered repurposed drugs that inhibit the activation of pancreatic cancer-associated fibroblasts (pancreatic stellate cells or PSCs), which are cells in the tumor microenvironment that play a critical role in pancreatic cancer growth, invasion and metastasis. ST2001 and ST2022 are our lead drugs that inhibit fibroblast activation, thereby preventing these cells from contributing to disease progression. Thus, targeting both tumor cells and the cells in the surrounding microenvironment might greatly increase the efficacy of treatment.

Our most recent and exciting license involves a company JanOne, LLC. JanOne has licensed 30 LSUHSC-S assigned and issued patents in the fall of 2019, all associated with Peripheral Artery Disease (PAD) and cardiovascular diseases. JanOne Inc. (NASDAQ: JAN), a company focused on bringing treatments to market for conditions that cause severe pain and drugs with non-addictive pain relieving properties, has executed a manufacturing agreement for the formulation and manufacturing of TV1001SR, a treatment for Peripheral Artery Disease (PAD) for Phase 2b trials. JanOne acquired the worldwide right from LSUHSC-S to TV1001SR, a twice-daily orally dosed slow-release formulation of the FDA-approved therapeutic sodium nitrite. Results from Phase 2a clinical trials support the use of sodium nitrite for the treatment and prevention of peripheral artery disease (PAD), and as a non-addictive treatment for diabetic neuropathy. The Phase 2b trials, with our LSUHSC-S technologies, will begin in the fall of 2020.

Several established companies have licensed LSUHSC-S developed technologies. Companies such as Applied Biosystems, Cellscript, New England BioLabs, Life Technologies, and BioNTech have licensed technology developed at LSUHSC-S for the synthesis and use of anti-reverse mRNA cap analogs (ARCA). BioNTech, a fully integrated private biotechnology company developing personalized cancer immunotherapies, has exclusively licensed technology developed here at LSUHSC-S for therapeutic treatments. BioNTech is currently involved in Phase 3 trials with Genentech and Astra Zeneca, involving LSUHSC-S technologies.

Metric VI: Revenue Sources

Payout from endowment is generated from endowment earnings, which are tied to current interest rates, resulting in variations from year to year. Foundation total assets increased 6.4% in 2019-20 from the previous year due to unrealized gains from long-term investments. Net revenue generated from tuition and fees rose 5.5% from the previous year as a result of increased enrollment.

Louisiana State University Health Sciences Center Shreveport

Executive Summary

Metric VII: Teaching Productivity

In 2019-20, the number of faculty rose 4.9% from the previous year. Duplicated student headcount and total student credit hours increased 4.7% and 2% respectively.

LSUHSC-S faculty have equally important responsibilities in areas of patient care, research and scholarly contributions, and education. Because of the broad range of teaching activities (e.g. didactic, clinical, laboratory, small groups, etc.) at academic medical centers and teaching hospitals, teaching productivity of faculty is not easily quantified, and often underestimated. In addition to quantifiable time spent teaching in the classroom, the duty of educators at an academic health science center is to train learners to attain skills identical to their own. Therefore, a significant amount of faculty teaching occurs simultaneously with their other duties. Clinical faculty teach varied levels of learners (e.g. students, residents, fellows) important aspects of clinical medicine and patient care in the hospital or clinic setting while performing their own clinical duties. Likewise, research scientists train graduate students and postdoctoral fellows as well as some clinical trainees in the research laboratory while performing their own research activities.

LSUHSC-S MISSION:

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

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

Louisiana State University Health Sciences Center at Shreveport

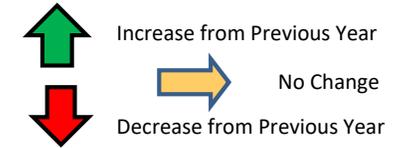
Metrics at a Glance

2019-2020

Legend:

Statistic	
X	Y
Z	%

Most Recent Available
% Change from Previous Year



Metric I Degrees Awarded	Metric II Enrollment	Metric III Student Success	Metric IV Research Expenditures	Metric V Technology Transfer	Metric VI Revenues	Metric VII Instruction Productivity
Bachelors	Total Undergraduate Headcount	Fall Headcount	Total number of faculty holding grants	Invention Disclosures	Total Market Value of Endowment	Faculty Full-time
62 15	115 29	966 966	99 51	33 33	191,669,223 191,669,223	526 453
15 ↓ -16.7%	28 ↓ -12.1%	712 ↑ 3.1%	43 ↑ 18.6%	4 ↑ 73.7%	46,486,633 ↑ 3.3%	427 ↑ 4.9%
Masters	Total Graduate Headcount	Fall Credit Hours	Research \$ per faculty holding grants	Licenses\Options Executed	Foundations total Assets (\$ Amount)	Total Faculty
81 71	386 386	17,734.7 17,734.7	610,744 496,490	4 2	238,976,848 238,976,848	624 526
20 ↓ -1.4%	222 ↑ 6.0%	5,612.3 ↑ 4.9%	311,283 ↓ -18.7%	0 ↓ -66.7%	75,396,282 ↑ 6.4%	505 ↑ 4.2%
Doctoral - Research/Scholarship	Total Professional Headcount	Fall FTE	Total number of PhD's awarded (School of Graduate Studies only)	New Patents Filed - Total	Total Value (\$ Amount) of BoR Support Fund (Chair & Professorship)	Number of Sections
16 7	551 551	923.0 923.0	16 7	40 40	4,773,004 3,087,481	1,215 1,180
6 ↓ -53.3%	430 ↑ 2.0%	642.0 ↑ 2.9%	6 ↓ -53.3%	4 ↑ 60.0%	2,583,571 ↑ 3.1%	385 ↑ 3.7%
Doctoral - Professional Practice (Medicine)	Total Enrollment	Fall Credit Hour per FTE	Total number of Postdoctoral Fellows	Active License Agreements	Total Gross Revenue Generated from tuition and fees	Duplicated Head Count
124 124	966 966	19.2 19.2	75 52	24 22	22,684,016 22,684,016	2,275 2,275
94 ↑ 4.2%	765 ↑ 3.1%	8.6 ↑ 1.9%	50 ↓ -11.9%	15 ↓ -8.3%	5,980,366 ↑ 5.6%	1,502 ↑ 4.7%
Doctoral - Professional Practice (Physical Therapy)	Total Full-Time-Equivalent (FTE) Enrollment	1st to Second Year Retention (Cardiopulmonary Science - BS)	Total Federal Research Expenditures (in thousands)	Licenses Generating Income	Total Net Revenue Generated from tuition and fees	Total Student Credit Hours
63 36	923 923	100.0% 71.0%	31,381 31,381	38 15	20,963,389 20,963,389	35,056 35,056
2 ↑ 5.9%	687 ↑ 2.9%	50.0% ↓ -29.0%	6,321 ↑ 157.5%	10 ↓ -16.7%	5,352,229 ↑ 5.5%	14,950 ↑ 2.0%
Total number of degrees awarded	Total number of students enrolled who received TOPS	1st to Second Year Retention (Medical Technology - BS)	Total Research Expenditures (in thousands)	Total Licensing Income		Student Credit Hours/Duplicated Headcount
272 253	36 36	100.0% 94.0%	43,419 43,419	3,748,121 637,374		16 15
199 ↓ -1.9%	11 ↑ 44.0%	71.0% ↓ -6.0%	22,560 ↑ 65.3%	274,330 ↓ -51.5%		9.65 ↓ -2.6%

Louisiana State University Health Sciences Center at Shreveport

Metric I: Summary of Degrees Awarded

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Campus total number of degrees awarded/conferred...							
Bachelors	32	26	26	16	18	18	15
Masters	77	81	74	75	76	72	71
Doctoral - Research/Scholarship	9	8	11	6	9	15	7
Doctoral - Professional Practice (Medicine)	109	115	113	114	122	119	124
Doctoral - Professional Practice (Physical Therapy)	31	34	35	35	35	34	36
TOTAL	258	264	259	246	260	258	253
Total number of degrees awarded by race/ethnicity							
Hispanic	9	4	9	8	8	10	10
American Indian or Alaska Native	1	1	1	1	0	0	1
Asian	13	13	9	13	9	21	23
Black or African American	12	19	20	10	10	7	10
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	1
White	214	218	212	208	204	208	199
Two or More Races	0	0	0	1	3	2	3
Nonresident Alien	8	4	2	2	5	7	3
Race/Ethnicity Unknown	1	5	6	3	21	3	3
TOTAL	258	264	259	246	260	258	253

Louisiana State University Health Sciences Center Shreveport

Metric II: Enrollment

(The following metrics will identify the campus contribution to Louisiana's academic credentialed workforce priorities)

		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
<i>Undergraduate</i>								
School of Allied Health Professions								
	Full-time	35	34	28	26	24	26	22
	Part-time	0	5	0	2	4	7	7
Total Undergraduate Headcount		35	39	28	28	28	33	29
<i>Graduate</i>								
School of Allied Health Professions								
	Full-time	261	254	246	247	259	243	254
	Part-time	31	40	36	43	24	52	60
School of Graduate Studies								
	Full-time	66	69	73	72	63	62	65
	Part-time	6	9	3	3	4	7	7
Total Graduate Headcount		364	372	358	365	350	364	386
<i>First Professional</i>								
School of Medicine								
	Full-time	472	480	487	506	511	539	550
	Part-time			1			1	1
Total Professional Headcount		472	480	488	506	511	540	551
Total Headcount Enrollment (Undergraduate, Graduate & Professional)		871	891	874	899	889	937	966
Total Full-Time-Equivalent (FTE) Enrollment*		846	866	857	874	868	897	923

*Fall FTE based on SACS methodology

Louisiana State University Health Sciences Center Shreveport

Metric II: Enrollment

(The following metrics will identify the campus contribution to Louisiana's academic credentialed workforce priorities)

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Enrollment by Race and Ethnicity							
School of Allied Health Professions							
Hispanic	3	6	7	9	9	12	8
American Indian or Alaska Native	4	2	0	1	2	1	0
Asian/Pacific Islander	5	7	6	5	8	12	13
Black or African American	27	25	21	19	15	30	43
Native Hawaiian or Other Pacific Islander	0	1	0	0	0	0	0
White	275	267	245	263	260	260	259
Two or More Races	0	3	5	7	7	6	6
Nonresident Alien	3	1	0	2	3	7	9
Race/Ethnicity Unknown	10	21	26	12	7	0	5
School of Graduate Studies							
Hispanic	3	1	2	3	4	5	4
American Indian or Alaska Native	0	0	0	0	0	0	0
Asian/Pacific Islander	3	4	5	5	4	3	2
Black or African American	5	3	5	3	1	4	6
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0
White	36	44	34	33	33	30	32
Two or More Races	0	0	0	0	0	0	0
Nonresident Alien	25	26	30	31	25	27	28
Race/Ethnicity Unknown	0	0	0	0	0	0	0
School of Medicine							
Hispanic	21	22	19	18	19	19	18
American Indian or Alaska Native	1	0	0	0	2	2	2
Asian/Pacific Islander	32	41	48	49	48	51	53
Black or African American	24	22	19	20	23	28	24
Native Hawaiian or Other Pacific Islander	0	0	1	1	1	1	0
White	384	389	396	414	414	434	447
Two or More Races	1	1	1	0	2	2	3
Nonresident Alien	0	0	0	0	0	0	0
Race/Ethnicity Unknown	9	5	4	4	2	3	4
Total number of students enrolled who received TOPS							
Performance	4	10	8	11	12	6	18
Opportunity	3	6	6	1	2	1	1
Honors	14	5	5	14	20	18	17

Louisiana State University Health Sciences Center at Shreveport

Metric III: Student Success

The following metrics will identify the campus scholarship, teaching and instruction effectiveness	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
14th Day Headcount Enrollment							
Fall Headcount	871	891	874	899	889	937	966
Spring Headcount	850	865	850	877	885	922	
Fall Credit Hours	7,785.2	10,011.5	12,042.9	13,756.5	15,907.1	16,907.3	17,734.7
Spring Credit Hours	7,513.1	9,690.5	11,028.9	13,454.4	14,843.8	14,553.6	
Fall FTE ¹	846.0	866.0	857.0	874.0	868.0	897.0	923.0
Spring FTE ¹	831.0	847.0	831.0	856.0	858.0	891.0	
Fall Credit Hour per FTE	9.2	11.6	14.1	15.7	18.3	18.8	19.2
Spring Credit Hour per FTE	9.0	11.4	13.3	15.7	17.3	16.3	
Campus Undergraduate 1st to 2nd year retention rate.							
By School and Program							
Allied Health Professions							
Cardiopulmonary Science - BS	70%	100%	50%	100%	71%		
Medical Technology - BS	100%	100%	100%	100%	94%		
Physician Assistant - BS ²							
Number of students passing licensure exams — See spreadsheet for more detail							
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Allied Health							
<i>Cardiopulmonary Science-RRT (first attempt)</i>							
Number tested	6	5	8	6	2	2	
Number passing	5	5	7	3	2	2	
Percent passing	83%	100%	88%	50%	100%	100%	
National First-time Taker Average Pass Rate	67%	76%	59%	71%	77%		
<i>Communications Disorders-PRAXIS (first attempt)</i>							
Number tested	15	13	11	13	13	9	
Number passing	15	13	11	13	13	9	
Percent passing	100%	100%	100%	100%	100%	100%	

Louisiana State University Health Sciences Center at Shreveport

Metric III: Student Success

The following metrics will identify the campus scholarship, teaching and instruction effectiveness	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
<i>Occupational Therapy-NBCOT (first attempt)</i>							
Number tested	23	23	25	25	25	28	
Number passing	22	18	21	23	23	26	
Percent passing	96%	78%	84%	92%	92%	93%	
National First-time Taker Average Pass Rate	not available [†]						
<i>Physical Therapy-NPTE (first attempt)</i>							
Number tested	34	36	33	35	34	36	
Number passing	30	36	33	34	31	33	
Percent passing	88%	100%	100%	97%	91%	92%	
National First-time Taker Average Pass Rate	85%	93%	94%	92%	93%	92%	
<i>Physician Assistant-PANCE (first attempt)</i>							
Number tested	38	36	34	34	35	35	
Number passing	38	36	32	34	34	35	
Percent passing	100%	100%	94%	100%	97%	100%	
National First-time Taker Average Pass Rate	96%	96%	97%	98%	93%	95%	
<i>Medical Technology-BOC Exam (first attempt)³</i>							
Number tested	19	16	10	9	16	13	
Number passing	17	16	10	8	15	13	
Percent passing	89%	100%	100%	89%	94%	100%	
National Average Pass Rate	84%	79%	80%	79%	79%	82%	
<i>Medical Technology-NCA Exam (first attempt)³</i>							
Number tested							
Number passing							
Percent passing							
National Average Pass Rate							

Louisiana State University Health Sciences Center at Shreveport

Metric III: Student Success

The following metrics will identify the campus scholarship, teaching and instruction effectiveness	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Medicine							
<i>USMLE Step 1 (first attempt)</i>							
Number tested	114	123	126	128	127	127	
Number passing	108	118	112	120	109	127	
Percent passing	95%	96%	89%	94%	86%	100%	
National First-time Taker Average Pass Rate	96%	96%	96%	96%	97%	98%	
<i>USMLE Step 2 CS (first attempt)</i>							
Number tested	115	113	115	122	120	*	
Number passing	111	110	109	115	112	*	
Percent passing	97%	97%	95%	94%	93%	*	
National First-time Taker Average Pass Rate	96%	97%	96%	95%	95%	*	
<i>USMLE Step 2 CK (first attempt)</i>							
Number tested	113	115	117	124	118	126	
Number passing	108	113	110	117	117	125	
Percent passing	96%	98%	94%	94%	99%	99%	
National First-time Taker Average Pass Rate	95%	96%	96%	97%	98%	98%	

¹ FTE based on SACS methodology.

² In 2009-10, the Physician Assistant Program transitioned from bachelor's to master's beginning with in summer 2010; therefore, no new bachelor's students will be enrolled after 2008-09.

³ In 2009, the NCA and BOR certifications merged and are now known as the Board of Certification (BOC).

* USMLE Step 2 CS was not administered in 2019-20 due to COVID-19.

* Beginning in 2014, NBCOT no longer provides national average pass rate

Louisiana State University Health Sciences Center at Shreveport

Metric IV: Campus Research

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
a) Faculty Research								
Total \$ amount of faculty research	\$ 29,368,000	\$ 25,004,000	\$ 24,069,000	\$ 23,353,000	\$ 22,560,000	\$ 24,463,000	\$ 26,262,000	\$ 25,321,000
Total number of faculty holding grants	71	75	59	48	48	50	43	51
Research \$ per faculty holding grants	\$ 413,634	\$ 333,387	\$ 407,949	\$ 486,521	\$ 470,000	\$ 489,260	\$ 610,744	\$ 496,490
b) Total number of PhD's awarded (School of Graduate Studies only)	11	9	8	11	6	9	15	7
c) Total number of Postdoctoral Fellows	50	52	52	56	54	54	59	52
d) Research \$ per sq. ft. of funded faculty	\$212	\$199	\$183	\$314	\$281	\$302	\$357	
e) Sq. ft. per funded faculty	1,048	1,104	1,050	1,118	1,043	1,001	1,038	

Total research by Major Discipline: Life Science; Physical Science; Environmental Science; Engineering Science; Computer Science; Math;

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2013			FY Ending 2014			FY Ending 2015			FY Ending 2016		
	Federal	Other	Total									
Life Sciences												
(1) Agricultural	0	0	0	0	0	0	0	0	0	0	0	0
(2) Biological	9,492	2,556	12,048	7,091	2,585	9,676	4,525	2,704	7,229	4,638	2,786	7,424
(3) Medical	2,261	12,911	15,172	1,399	12,732	14,131	1,796	14,259	16,055	1,840	13,250	15,090
(4) Other	0	1,046	1,046	0	1,197	1,197	0	785	785	0	839	839
Total	11,753	16,513	28,266	8,490	16,514	25,004	6,321	17,748	24,069	6,478	16,875	23,353

Research Expenditure by Major Discipline <i>Data shown in Thousands</i>	FY Ending 2017			FY Ending 2018			FY Ending 2019			FY Ending 2020		
	Federal	Other	Total									
Life Sciences												
(1) Agricultural	0	0	0	0	0	0	0	0	0	0	0	0
(2) Biological	5,483	2,408	7,891	7,706	2,222	9,928	9,918	1,312	11,230	16,359	3,174	19,533
(3) Medical	1,572	12,429	14,001	1,529	12,320	13,849	2,267	12,123	14,390	14,392	8,800	23,192
(4) Other	0	668	668	0	686	686	0	642	642	630	64	694
Total	7,055	15,505	22,560	9,235	15,228	24,463	12,185	14,077	26,262	31,381	12,038	43,419

Research Expenditures	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Federal	\$ 11,753	\$ 8,490	\$ 6,321	\$ 6,478	\$ 7,055	\$ 9,235	\$ 12,185	\$ 31,381
Total	\$ 28,266	\$ 25,004	\$ 24,069	\$ 23,353	\$ 22,560	\$ 24,463	\$ 26,262	\$ 43,419

Note that Research Expenditures data should match data your campus reported to NSF. Beginning in 2008, this data should follow the following guidelines.

Track all expenditures back to the original source. For example, if funds come from the State DOTD, but originated with the federal government those expenditures should be reported as federal. There should be a CFDA number attached to these grants indicating that the original source was federal.

Report all clinical trials as research. Please note that not all clinical trials are done by Tenured or Tenured Track (T/TT) faculty (see c).

Compute under-and unreimbursed indirect costs according to the instructions.

Report NIH "k" and other research training awards as federal. Note, Do Not report all training grants, only those that are for research training.

Louisiana State University Health Sciences Center at Shreveport

Metric V: Technology Transfer

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Invention Disclosures	4	20	16	24	19	19	33
Licenses\Options Executed	1	0	2	1	3	4	2
New Patents Filed - Total	4	14	26	36	28	25	40
New Patents Filed - First in Family	*	*	11	18	5	15	19
US Patents Issued	0	4	2	4	5	6	12
Active License Agreements	18	15	17	19	22	24	22
Licenses Generating Income	13	11	38	10	10	18	15
Total Licensing Income	\$274,330	\$503,312	\$993,634	\$357,945	\$3,748,121	\$1,315,116	\$637,374
Start-up Companies Formed	1	0	1	1	0	0	0
Legal Fees Expended	\$103,259	\$137,472	\$242,300	\$146,144	\$266,918	\$262,450	\$350,801
Legal Fees Reimbursed	\$36,502	\$35,209	\$10,300	\$6,353	\$13,450	\$6,905	\$97,344
Percent of Expenses Reimbursed	35%	26%	4%	4%	5%	3%	28%
Legal Fees as a % License Income	38%	27%	24%	41%	7%	20%	55%

LEGEND:

* = 2015-2016 was the first year to track

Louisiana State University Health Sciences Center at Shreveport

Metric VI: Revenue Sources

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value*	171,116,118	166,470,614	162,895,315	168,303,505	168,045,871	185,507,010	191,669,223
Total payout from endowment	6,136,066	2,826,225	2,044,503	2,889,390	1,646,632	2,650,189	3,149,492
Total # of Foundations	1	1	1	1	1	1	1
Foundations total Assets (\$ Amount)	195,153,432	193,001,722	185,628,981	200,055,947	203,792,720	224,680,069	238,976,848
Click here to go to the Foundations Supplemental Table							
Total # of Board of Regents Support Fund	11	9	6	5	4	3	3
Total Value (\$ Amount) of BoR Support Fund	3,855,082	2,786,211	3,801,520	3,007,108	2,936,210	2,995,655	3,087,481
Click here to go to the BoR Support Funds Supplemental Table							
Click here to go to the Affiliated Supplemental Table							
Total Gross Revenue Generated from tuition and fees	13,806,865	16,166,330	19,071,826	21,402,268	21,395,756	21,472,173	22,684,016
Total Net Revenue Generated from tuition and fees	13,220,015	15,178,735	17,740,442	19,891,850	19,849,524	19,868,766	20,963,389
Financial Aid							
Total institutional dollars awarded need based aid for entering freshmen class ²	XXXXXXXX						
Total institutional dollars awarded non-need aid for entering freshmen class ²	XXXXXXXX						
Total institutional dollars awarded need based aid for entering freshmen class LA residents ²	XXXXXXXX						
Total institutional dollars awarded non-need based aid for entering freshmen class LA residents ²	XXXXXXXX						
Total institutional dollars awarded need based aid for entering freshmen class non-residents ²	XXXXXXXX						
Total institutional dollars awarded non-need based aid for entering freshmen class non-residents ²	XXXXXXXX						
State Appropriation per FTE³	n/a						
Net Revenue Generated from auxiliary enterprises	(11,674)	(2,633)	190,490	266,210	9,344	795,307	511,970

¹ Alumni gifts are deposited with the LSUHSC-S Foundation

² LSUHSC-S does not enroll first-time freshmen

³ Due to the complexity and overlap of health science center functions including instruction, patient care, and research, state appropriation specific to student FTE is difficult to determine and provide an accurate value for comparison.

* Per an agreement between LSUHSC-S and the LSUHS Foundation, endowment funds are managed by the Foundation.

Louisiana State University Health Sciences Center at Shreveport

Metric VI: Revenue Sources

Endowment Value equals the market value of of the endowment as of June 30 of the reporting year.

FTE Full time equivalent

Payout from Endowment equal interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported finaicial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

Louisiana State University Health Sciences Center at Shreveport

Metric VII: Teaching Productivity

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Faculty Full-time	501	486	447	427	431	432	453
Faculty Part-time	105	95	87	86	80	73	73
Total Faculty*	606	581	534	513	511	505	526
Number of Sections	1,140	1,215	1,135	1,124	1,107	1,138	1,180
Duplicated Head Count	1,652	1,687	1,829	1,895	2,071	2,173	2,275
Educational Degree Programs -- Student Credit Hours							
Undergraduates	1,407	1,223	1,287	968	1,020	996	1,090
Masters	6,757	7,014	6,884	6,722	6,675	6,757	6,166
Doctoral	4,971	5,889	5,950	5,862	6,080	5,760	6,116
Spec/Prf	5,085	5,056	9,344	13,164	17,191	20,858	21,684
Total Student Credit Hours	18,220	19,182	23,465	26,716	30,966	34,371	35,056
Student Credit Hours/Duplicated Headcount	11	11	13	14	15	16	15
Graduate Medical Education (GME) - Resident and Fellow Headcount**	450	467	449	468	476	469	464
Graduate Medical Education (GME) - Resident and Fellow Annual Hours**	1,204,904	1,254,754	1,203,710	1,250,294	1,269,640	1,249,259	1,238,613
GME Annual Hours/GME Headcount	2,678	2,687	2,681	2,672	2,667	2,664	2,669
Tuition & Fees	13,806,865	16,166,330	19,071,826	21,402,268	21,395,756	21,472,173	22,684,016
Fed Approp	0	0	0	0	0	0	0
State Approp excluding hospital	44,371,582	45,459,712	95,087,538	64,741,099	65,529,378	66,259,198	72,254,423
Federal Grants & Contracts	9,140,250	10,880,998	10,494,857	12,371,875	11,985,659	15,603,945	15,706,687
State Grants & Contracts	3,341,184	(1,434,919)	4,451,009	9,465,869	18,029,108	3,499,078	3,548,597
Local Grants & Contracts	1,185,205	608,228	1,096,899	1,127,371	901,737	739,158	346,968
Total Govt Grants Contracts	13,666,639	10,054,307	16,042,765	22,965,115	30,916,504	19,842,181	19,602,252
Private Grants Contracts	70,771,465	141,653,160	118,722,305	155,322,607	185,284,350	212,657,300	205,422,100
Gifts	214,835	152,130	60,266	41,692	29,890	57,851	53,827
Endowment Income	7,726,066	2,598,162	2,044,503	2,889,390	1,646,632	2,650,189	3,149,492
Sales and Services of Edu Depts	66,297,996	82,712,625	92,968,493	29,318,159	13,605,770	31,365,711	35,101,190
Hospitals, Including State Approp	193,002,511	20,294,663	51,313,963	47,598,325	49,574,033	12,287,532	1,155,316
Auxiliary Enterprises	10,527,206	6,782,434	5,763,140	5,305,062	4,594,583	4,830,959	4,418,087
Other Income	1,850,989	8,632,758	8,444,450	3,125,165	5,238,619	9,802,285	9,876,843
Other Income excluding IDC	(908,013)	6,125,197	5,992,807	523,865	2,303,526	5,742,126	5,905,698
Indirect Cost (F & A)	2,759,002	2,507,561	2,451,643	2,601,300	2,935,093	4,060,159	3,971,145
Annual Giving	214,835	152,130	60,266	41,692	29,890	57,851	53,827

*Faculty counts as of June of fiscal year

** Hours for Gastroenterology are not included in the GME data

Louisiana State University Health Sciences Center at Shreveport

Metric VII: Teaching Productivity

2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
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Definitions:

Direct Expenditures for Instructions: Total Direct Instructional Expenditures include data in certain functional areas - instruction, research, and public service. Direct expenditure data reflect costs incurred for personnel compensation, supplies, and services used in the conduct of each of these functional areas. They include acquisition costs of capital assets such as equipment and library books to the extent that funds are budgeted for the use of departments for instruction, research, and public service. Similar to the Delaware Study, exclude centrally allocated computing costs and centrally supported computer labs, and graduate student tuition remission and fee waivers.

Instruction: Instruction includes general academic instruction, occupational and vocational instruction, community education, preparatory and adult basic education, and remedial and tutorial instruction conducted by the teaching faculty for the institution's students. Departmental research and service **which are not separately budgeted** should be included under instruction. In other words, department research which is externally funded should be excluded from instructional expenditures, as should any departmental funds which were expended for the purpose of matching external research funds as part of a contractual or grant obligation. EXCLUDE expenditures for academic administration where the primary function is administration. For example, exclude deans, but include department chairs.)

Disaggregate total direct instructional expenditures for the institution into the following categories:

Salaries: Report all wages paid to support the instructional function in a given department or program during the fiscal year. While these will largely be faculty salaries, be sure to include clerical (e.g., department secretary), professionals (e.g., lab technicians), Graduate student stipends (but not tuition waivers), and any other personnel who support the teaching function and whose salaries and wages are paid **from the institution's instructional budget**.

Benefits: Report expenditures for benefits associated with the personnel for whom salaries and wages were reported on the previous entry. If you cannot separate benefits from salaries, but benefits are included in the salary figure you have entered, indicate "Included in Salaries" in the data field. Some institutions book benefits centrally and do not disaggregate to the department level. If you can compute the appropriate benefit amount for the department/program, please do so and enter the data. If you cannot do so, leave the benefit amount as zero and we will impute a cost factor based upon the current benefit rate for your institution, as published in *Academe*. If no rate is available, we will use a default value of 28%.

Other Than Personnel Costs: This category includes non-personnel items such as travel, supplies and expense, non-capital equipment purchases, etc., that are typically part of an instructional department or program's cost of doing business. *Excluded* from this category are items such as central computing costs, centrally allocated computing labs, graduate student tuition remission and fee waivers, etc.

Research: This category includes all funds expended for activities specifically organized to produce research outcomes and commissioned by an agency either external to the institution or **separately budgeted** by an organizational unit within the institution. Report total research expenditures only. It is not necessary to disaggregate costs for this category.

Public Service: Report all funds **separately budgeted** specifically for public service and expended for activities established primarily to provide non-instructional services beneficial to groups external to the institution. Examples include cooperative extension and community outreach projects. Report total service expenditures only. It is not necessary to disaggregate costs for this category.

Federally Funded Research: As defined by NSF

Total Research and Expenditures: As defined by NSF

Table I: Affiliated Off-Campus Sites

LSU Campus	Name of Affiliated Off- Campus Site	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus
	n/a		

Table II: Board of Regent Support Funds

LSUHSC - Shreveport	BOR: LEQSF(2013-16)-RD-A-07	54,557.51	FY15
LSUHSC - Shreveport	BOR: Doctoral Student	4,500.00	FY15
LSUHSC - Shreveport	BOR: Campus Police	17.00	FY15
LSUHSC - Shreveport	BOR: Gene Therapy	1,016.09	FY15
LSUHSC - Shreveport	BOR: "A La. Model"	246.21	FY15
LSUHSC - Shreveport	BOR: LEQSF(2013-16)-RD-A-20	45,266.78	FY15
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,079,845.80	FY15
LSUHSC - Shreveport	WK Chair-Molecular Biology	653,349.86	FY15
LSUHSC - Shreveport	MW Feist Chair - Medicine	947,411.30	FY15
		2,786,210.56	FY15 Total

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	BOR: WISE Capital Outlay Funds	1,022,969.00	FY16
LSUHSC - Shreveport	BOR: LEQSF(2015-18)-RD-A-15	51,901.58	FY16
LSUHSC - Shreveport	BOR: Epstein-Barr	473.34	FY16
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,062,912.13	FY16
LSUHSC - Shreveport	WK Chair-Molecular Biology	638,165.40	FY16
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,025,098.54	FY16
		3,801,519.99	FY16 Total

Table II: Board of Regent Support Funds (cont.)

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	BOR: LEQSF(2015-18)-RD-A-15	58,730.00	FY17
LSUHSC - Shreveport	BOR: LEQSF(2016-19)-RD-A-15	94,175.00	FY17
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,127,464.12	FY17
LSUHSC - Shreveport	WK Chair-Molecular Biology	1,011,894.26	FY17
LSUHSC - Shreveport	MW Feist Chair - Medicine	714,841.10	FY17
		3,007,104.48	FY17 Total

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	BOR:LEQSF(2016-19)-RD-A-15	33,101.06	FY18
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,195,028.11	FY18
LSUHSC - Shreveport	WK Chair-Molecular Biology	724,055.80	FY18
LSUHSC - Shreveport	MW Feist Chair - Medicine	984,024.92	FY18
		2,936,209.88	FY18 Total

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,231,863.78	FY19
LSUHSC - Shreveport	WK Chair-Molecular Biology	736,417.35	FY19
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,027,373.72	FY19
		2,995,654.85	FY19 Total

LSU Campus	Name of Support Fund	Market Value (\$ Amount)	Value at:
LSUHSC - Shreveport	Schumpert Chair-Neurobiology	1,254,083.40	FY20
LSUHSC - Shreveport	WK Chair-Molecular Biology	765,661.24	FY20
LSUHSC - Shreveport	MW Feist Chair - Medicine	1,067,735.88	FY20
		3,087,480.52	FY20 Total

Table III: Summary of Campus Foundations

LSU Campus	Foundation	Total Assets	(\$ Amount)	
LSUHSC - Shreveport	LSUHSC-SHV Foundation	75,396,282.00		FY07
LSUHSC - Shreveport	LSUHSC-SHV Foundation	88,016,284.00		FY08
LSUHSC - Shreveport	LSUHSC-SHV Foundation	86,012,382.00		FY09
LSUHSC - Shreveport	LSUHSC-SHV Foundation	95,620,165.00		FY10
LSUHSC - Shreveport	LSUHSC-SHV Foundation	110,361,409.00		FY11
LSUHSC - Shreveport	LSUHSC-SHV Foundation	110,077,114.00		FY12
LSUHSC - Shreveport	LSUHSC-SHV Foundation	177,027,973.00		FY13
LSUHSC - Shreveport	LSUHSC-SHV Foundation	195,153,432.00		FY14
LSUHSC - Shreveport	LSUHSC-SHV Foundation	193,001,722.00		FY15
LSUHSC - Shreveport	LSUHSC-SHV Foundation	185,628,981.00		FY16
LSUHSC - Shreveport	LSUHSC-SHV Foundation	200,055,947.00		FY17
LSUHSC - Shreveport	LSUHSC-SHV Foundation	203,792,720.00		FY18
LSUHSC - Shreveport	LSUHSC-SHV Foundation	224,680,069.00		FY19
LSUHSC - Shreveport	LSUHSC-SHV Foundation	238,976,848.00		FY20

Louisiana State University Health Sciences Center at Shreveport

Benchmark Report

United States Medical Licensing Examinations

AY2019-20

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	100%	99%	*
National Average Pass Rate	98%	98%	*

* USMLE Step 2 CS was not administered in 2019-20 due to COVID-19.

Total Federal Research Grants and Contracts

Year: 2019

School	Total
Mississippi	\$40,018,804
SUNY Upstate	\$23,041,769
Texas A & M	\$22,051,441
West Virginia	\$16,943,367
South Carolina	\$11,910,531
LSUHSC-S	\$10,829,529
South Alabama	\$10,542,845
Texas Tech	\$8,519,504
East Carolina-Brody	\$7,087,924
Central Florida	\$6,321,175
<i>Comparison Group Average</i>	\$15,726,689
<i>Comparison Group Median</i>	\$11,370,030

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

United States Medical Licensing Examinations

AY2017-18

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	94%	94%	94%
National Average Pass Rate	96%	97%	95%

Total Federal Research Grants and Contracts

Year: 2018

School	Total
Mississippi	\$35,384,210
SUNY Upstate	\$20,264,590
Texas A & M	\$20,082,975
West Virginia	\$17,299,792
South Carolina	\$9,646,359
South Alabama	\$9,244,139
LSUHSC-S	\$7,962,674
East Carolina-Brody	\$6,333,574
Central Florida	\$6,320,585
Texas Tech	\$5,191,462
<i>Comparison Group Average</i>	\$13,773,036
<i>Comparison Group Median</i>	\$9,445,249

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

United States Medical Licensing Examinations

AY2016-17

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	89%	94%	95%
National Average Pass Rate	96%	96%	96%

Total Federal Research Grants and Contracts

Year: 2017

School	Total
Mississippi	\$31,724,879
SUNY Upstate	\$19,990,695
Texas A & M	\$17,353,679
West Virginia	\$14,477,906
South Alabama	\$10,812,263
South Carolina	\$10,663,709
East Carolina-Brody	\$6,597,614
Texas Tech	\$6,381,025
Central Florida	\$6,342,162
LSUHSC-S	\$6,034,109
<i>Comparison Group Average</i>	\$13,037,804
<i>Comparison Group Median</i>	\$10,737,986

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

United States Medical Licensing Examinations

AY2015-16

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	96%	98%	97%
National Average Pass Rate	95%	96%	97%

Total Federal Research Grants and Contracts

Year: 2016

School	Total
Mississippi	\$31,326,892
Texas A & M	\$20,561,390
SUNY Upstate	\$18,942,223
West Virginia	\$14,739,402
South Alabama	\$11,388,111
South Carolina	\$10,650,027
Texas Tech	\$6,664,554
East Carolina-Brody	\$6,172,621
Central Florida	\$5,711,098
LSUHSC-S	\$5,438,358
<i>Comparison Group Average</i>	\$13,159,468
<i>Comparison Group Median</i>	\$11,019,069

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

United States Medical Licensing Examinations

AY2014-15

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	95%	96%	97%
National Average Pass Rate	96%	95%	96%

Total Federal Research Grants and Contracts

Year: 2015

School	Total
Mississippi	\$30,682,367
Texas A & M	\$19,346,123
SUNY Upstate	\$19,213,681
South Carolina	\$10,322,130
South Alabama	\$10,054,525
West Virginia	\$9,253,665
Texas Tech	\$6,658,947
East Carolina-Brody	\$6,542,453
Central Florida	\$5,897,962
LSUHSC-S	\$5,535,771
<i>Comparison Group Average</i>	\$12,350,762
<i>Comparison Group Median</i>	\$9,654,095

Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

United States Medical Licensing Examinations

AY2013-14

	USMLE Step 1	USMLE Step 2 CK	USMLE Step 2 CS
LSUHSC-S	93%	95%	96%
National Average Pass Rate	96%	97%	96%

Total Federal Research Grants and Contracts

Year: 2014

School	Total
Mississippi	\$29,400,254
SUNY Upstate	\$21,333,613
Texas A & M	\$17,969,933
West Virginia	\$12,413,283
South Carolina	\$11,566,831
South Alabama	\$9,794,593
Central Florida	\$8,582,765
LSUHSC-S	\$7,754,323
Texas Tech	\$6,315,370
East Carolina-Brody	\$5,950,557
<i>Comparison Group Average</i>	\$13,108,152
<i>Comparison Group Median</i>	\$10,680,712

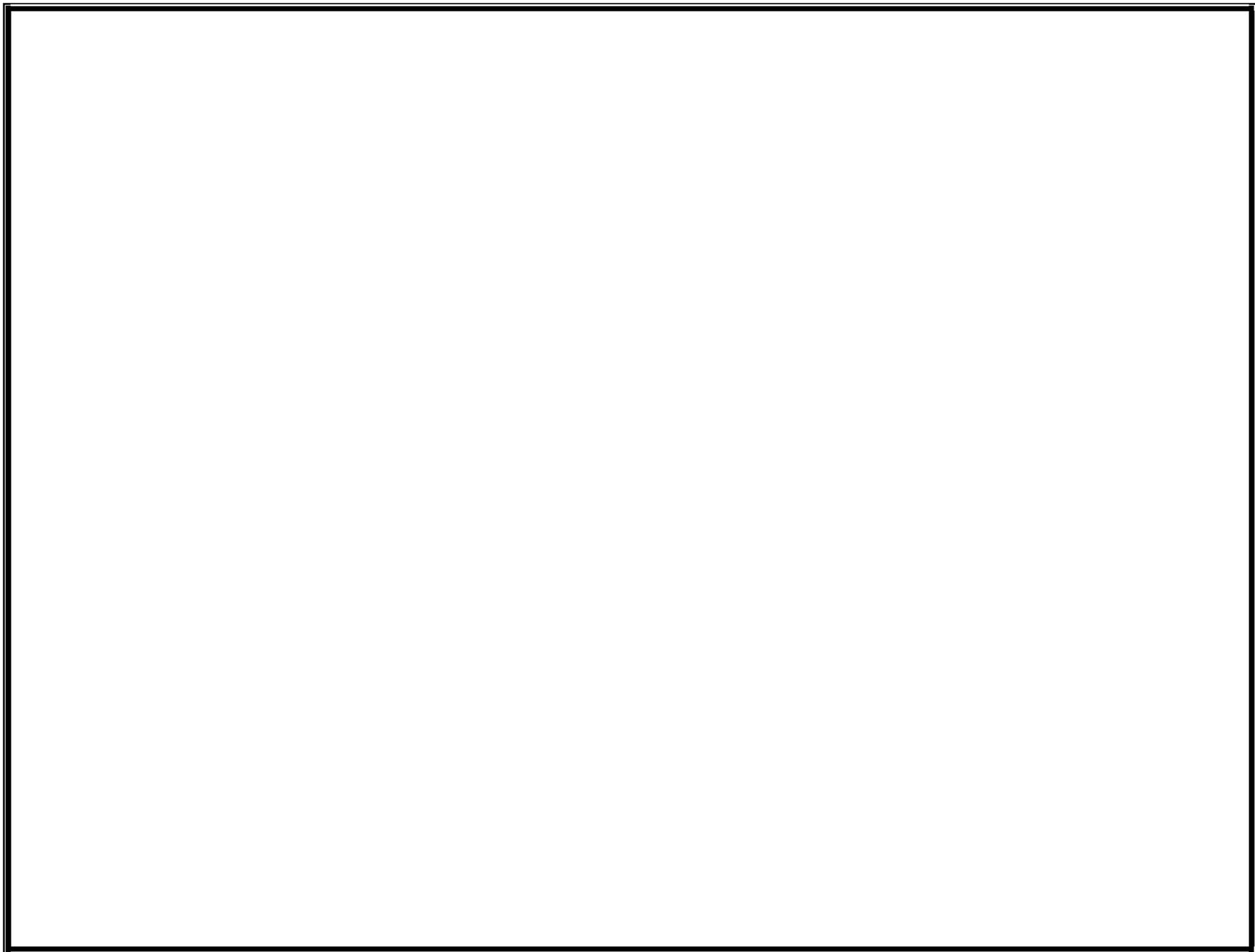
Source: AAMC Medical School Profile System (LCME Part I-A Annual Financial Questionnaire (AFQ))

Note: This report shows federal research grants and contracts for each medical school

**Louisiana State University
Pennington Biomedical Research Center
Metric Data**



April 10, 2021



Pennington Biomedical Research Center

Executive Summary

Metric IV - Research Expenditures

Researchers at the Pennington Biomedical Research Center continued to perform well in 2020. More proposals were submitted and funded in 2020 than 2019. The percentage of tenured and tenure-track faculty holding grants decreased slightly in 2019.

Pennington Biomedical's business model requires a stable base level of support to return grants and contracts on an order of 1:3. It will become increasingly difficult to sustain our excellent levels of grant and contract funding without a stable base. Nevertheless, we are pleased with the 2019 success in funded proposals.

Metric V - Technology Transfer

Licensing and Licensing Income for FY 2020 has decreased from the previous fiscal year.

Legal fees for technology transfer have increased from the prior fiscal year.

Metric VI - Revenues

Foundation total Assets are slightly down and total Endowment value also slightly decreased in 2020.

State appropriations increased from FY 2019 to FY 2020. State Appropriations per FTE increased in FY 2020.

Our Auxiliary enterprise (PBRC Stores) is designed to break even in order to cover the costs of the operation and give our researchers best possible prices on research supplies and equipment. Another segment of business from our Pennington self-serve deli has been added to the stores Auxiliary. The store also no longer pays an annual lease payment to the Pennington Medical Foundation for rented space in the Basic Sciences Building, as the building now belongs to the Center. There is hope that these two changes will allow the store to become profitable for 2021.

MISSION:

Our mission is to discover the triggers of chronic diseases through innovative research that improves human health across the lifespan---helping people to live *Well Beyond the Expected*.

Pennington Biomedical Research Center

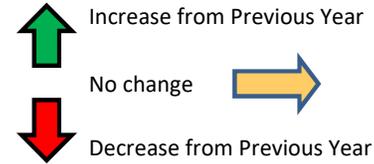
Metrics at a Glance

2019-2020

Legend:

Statistic	
High	X Y
Low	Z %

Most Recent Available
% Change from Previous Period



Metric IV Research Expenditures

Total Amount of Faculty Research (in thousands)		
50,167		41,736
38,192	↑	3.7%

Research dollars per FTE for T/TT (in thousands)		
1,858		1,251
1,219	↑	2.7%

Percent of T/TT faculty holding grants		
97.0%		82.1%
63.0%	↓	-2.6%

Total number of clinical trials or proposal funded		
151		118
81	↑	18.0%

Total gifts, grants and contract funding (for research only)		
38,899		0
30,420	↓	-100.0%

Number of Total Gifts, Grant, and Contract Proposals submitted to potential sponsors.		
231		225
144	↑	3.2%

Number of inventions disclosures received		
16		12
5	↑	100.0%

Metric V Technology Transfer

Invention Disclosures		
12		12
5	↑	100.0%

Licenses\Options Executed		
12		12
2	↑	140.0%

New Patents Filed - Total		
20		19
2	↑	216.7%

Active License Agreements		
32		32
5	↑	60.0%

Licenses Generating Income		
15		15
2	↑	200.0%

Total Licensing Income		
107,418		68,653
9,090	↓	-36.1%

Metric VI Revenues

Total Endowment Value		
18,702,666		17,163,373
12,912,393	↓	-3.6%

Total payout from endowment		
794,889		768,299
354,131	↓	-1.3%

Foundations total Assets (\$ Amount)		
171,031,845		26,070,001
26,070,001	↓	-2.2%

State Appropriation per FTE employee		
54,233		53,836
28,680	↑	4.7%

Net Revenue Generated from auxiliary enterprises		
104,444		0
-66,190	↓	-100.0%

Pennington Biomedical Research Center

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

Field of Science & Engineering	FY 2014		FY 2015		FY 2016		FY 2017		FY 2018		FY 2019		FY 2020	
	Total	Federal												
a. Engineering (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Aeronautical & astronautical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Bioengineering/biomedical engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Chemical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Civil	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(5) Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(6) Mechanical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(7) Metallurgical & materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(8) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Physical Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Astronomy	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Chemistry	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Physics	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
c. Environmental Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Atmospheric	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Earth sciences	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Oceanography	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Mathematical Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
e. Computer Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
f. Life Sciences (Total)	50,167	25,582	44,887	21,248	45,157	22,054	41,686	24,450	38,836	20,398	40,264	20,145	41,736	20,883
(1) Agricultural	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Biological	50,167	25,582	44,887	21,248	45,157	22,054	41,686	24,450	38,836	20,398	40,264	20,145	41,736	20,883
(3) Medical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
g. Psychology (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
h. Social Sciences (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1) Economics	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(2) Political science	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(3) Sociology	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
i. Other Sciences, not elsewhere classified (Total)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
j. Total (sum of a through i)	50,167	25,582	44,887	21,248	45,157	22,054	41,686	24,450	38,836	20,398	40,264	20,145	41,736	20,883

Dollars shown in thousands

Pennington Biomedical Research Center

Metric IV. The following metrics will identify the effectiveness of campus research and technology transfer to benefit the state's economic development.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Faculty Research:							
Total Amount of Faculty Research	50,167	44,887	40,633	40,484	37,543	38,993	40,043
Total number of T/TT faculty holding grants	27	33	32	27	27	32	32
Percent of T/TT faculty holding grants	77%	92%	97%	68%	87%	84%	82%
Research dollars per FTE for T/TT	1,858	1,360	1,270	1,499	1,390	1,219	1,251
Licenses/Patents:							
Number of inventions disclosures received	8	5	9	11	8	6	12
Total license income	9.1	10.0	83.5	17.6	29.9	107.4	68.6
Total number of new patents filed	3	11	6	20	10	6	20
Total number of new licenses/options executed	6	4	8	3	5	5	12
Total number of start up companies	1	0	0	0	0	0	0
Total number of licenses generating revenue	6	8	13	9	8	5	12
Legal Fees							
Expend	66.7	72.8	103.4	82.6	66.7	42.0	92.9
Reimburse	1.0	0.0	23.5	11.8	0.3	0.0	0.0
Percent increase in nonstate funds (for research only)	-5.56%	-12.51%	9.26%	-3.35%	-11.65%	-1.94%	-100.00%
Total number of clinical trials or proposal funded	117	125	134	123	81	100	118
Total gifts, grants and contract funding (for research only)	36,735	32,138	35,113	33,938	31,022	30,420	
Number of Total Gifts, Grant, and Contract Proposals submitted to potential sponsors.	172	183	176	194	144	218	225

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Metric V: Technology Transfer

(The following metric will provide technology transfer data.)

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Invention Disclosures	8	5	9	11	8	6	12
Licenses\Options Executed	6	3	6	3	5	5	12
New Patents Filed - Total	3	11	16	20	10	6	19
New Patents Filed - First in Family	*	*	4	3	2	2	2
US Patents Issued	2	1	3	5	3	1	2
Active License Agreements	8	5	24	25	25	20	32
Licenses Generating Income	6	8	9	9	8	5	15
Total Licensing Income	\$9,090	\$10,029	\$83,503	\$17,674	\$29,954	\$107,418	\$68,653
Start-up Companies Formed	0	0	0	0	0	1	0
Legal Fees Expended	\$66,991	\$72,753	\$103,426	\$82,560	\$66,679	\$42,066	\$92,886
Legal Fees Reimbursed	\$855	\$0	\$0	\$33,798	\$306	\$0	\$0
Percent of Expenses Reimbursed	1%	0%	0%	41%	0%	0%	0%
Legal Fees as a % License Income	737%	725%	124%	467%	223%	39%	135%

LEGEND:

* = 2015-2016 was the first year to track

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Metric VI. The following metrics will identify the campus maximization of revenue streams to support teaching, research and outreach.

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Endowment Value	\$ 18,702,666	\$ 18,296,079	\$ 17,267,898	\$ 17,930,513	\$ 17,993,837	\$ 17,811,872	\$ 17,163,373
Total payout from endowment	\$ 619,860	\$ 681,384	\$ 794,889	\$ 774,438	\$ 777,705	\$ 778,480	\$ 768,299
Total # of Foundations	2	2	2	2	2	2	2
Foundations total Assets (\$ Amount)	\$ 99,886,938	\$ 94,566,314	\$ 86,521,834	\$ 27,264,508	\$ 26,928,884	\$ 26,663,821	\$ 26,070,001
State Appropriation per FTE employee	\$34,904	\$37,565	\$48,148	\$44,875	\$54,233	\$51,418	\$53,836
Net Revenue Generated from auxiliary enterprises	\$704	-\$38,452	-\$66,190	\$104,444	-\$30,764	-\$2,699	\$0

Endowment Value equals the market value of of the endowment as of June 30 of the reporting year.

FTE- Full time equivalent

Payout from Endowment equal interest earned on endowment.

Gross Revenue Generated from Student Enrollment FTE equals revenue gain from student tuitions and fees.

Net Revenue Generated from Student Enrollment FTE equals gross revenue from enrollment headcount minus institutional supported financial aid.

Net Revenue from Auxiliary equal gross revenue generated from auxiliary enterprises minus debt services and other financial obligations.

Additional Footnotes from Foundations:

Pennington Medical Foundation (PMF):

1. PMF is on a calendar year basis (not fiscal year basis). Therefore, data provided by PMF is for calendar year 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017 and 2018.
2. The figures above are not all inclusive annual support from the PMF to the PBRC. The numbers above only represent direct support payments from the PMF to the PBRC. It does not include payments made to other third party entities, which support PBRC, and in comparison is a significant source of support to PBRC.

Pennington Biomedical Research Foundation (PBRF):

1. PBRF is on a fiscal year basis. The data provided by PBRF is for fiscal year ending June 30, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019.
2. The figures above are not all inclusive annual support from the PBRF to the PBRC. The numbers above only represent direct support payments from the PBRF to the PBRC. It does not include payments made to other third party entities, which support PBRC, and in comparison is a significant source of support to PBRC.
3. Total payout from endowment equals amount expended (private and state) by the Foundation for the endowed chair and professorship program. Note, this amount is also included in the total annual giving number since the Foundation's endowment payout is paid directly to PBRC each year.

"Total Endowment Value" above does not include investments of the Pennington Medical Foundation, since it does not technically have a donor restricted permanent endowment.

Table I: Affiliated Off-Campus Sites

LSU System Campus	Name of Affiliated Off- Campus Site	Gross Revenue Generated by Affiliate Campus	Net Revenue Generated by Affiliated Campus	\$ Amount Contributed Back to Campus by Affiliated Off-Site Campus

Table II: Board of Regent Support Funds

LSU System Campus	Name of Support Fund	Endowment	Market Value (\$ Amount)	
PBRC	Pennington Biomedical Research Foundation		\$ 18,223,894	6/30/2014
			\$ 17,781,570	6/30/2015
			\$ 16,737,872	6/30/2016
			\$ 17,332,131	6/30/2017
			\$ 17,344,525	6/30/2018
			\$ 17,143,917	6/30/2019
			\$ 16,482,638	6/30/2020

Table III: Summary of Campus Foundations

LSU System Campus	Foundation	Total Assets (\$ Amount)		
PBRC	Pennington Medical Foundation	\$ 64,839,815	12/31/2014	
	(Audited Calendar Year End)	\$ 59,791,361	12/31/2015	
		\$ 1,322,509	12/31/2016	
		\$ 1,031,971	12/31/2017	
		\$ 853,684	12/31/2018	
		\$ 724,876	12/31/2019	
			12/31/2020	
PBRC	Pennington Biomedical Research Foundation	\$ 32,157,751	6/30/2014	
	(Audited Fiscal Year End)	\$ 29,726,499	6/30/2015	
		\$ 26,730,473	6/30/2016	
		\$ 25,941,999	6/30/2017	
		\$ 25,896,913	6/30/2018	
		\$ 25,810,137	6/30/2019	
		\$ 25,345,125	6/30/2020	