BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
9:30 a.m., Friday, December 6, 2013**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order
B. Roll Call
C. Invocation
D. Approval of October 22, 2013 Board Meeting Minutes
E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Grambling State University’s request for approval of a proposed Reorganization in Academic Affairs.

2. McNeese State University’s request to change the name of the Bachelor of Science in Clinical Laboratory Science to the Bachelor of Science in Medical Laboratory Science effective Summer 2014.


4. Southeastern Louisiana University’s request for approval to terminate the Bachelor of Science degree program in Radiologic Sciences.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
5. University of Louisiana at Monroe’s request for approval of a Letter of Intent for a Bachelor of Arts degree program in Dance.

6. University of Louisiana at Monroe’s request for approval to take actions with regard to the University’s Reorganization.


8. Other Business

F. REPORT OF JOINT ATHLETIC AND AUDIT COMMITTEE

1. Southeastern Louisiana University’s request for approval of a contract with Mr. Ron Roberts, Head Football Coach, effective December 1, 2013.

2. University of Louisiana System’s report of significant athletic activities for the period of October 7 to November 17, 2013.


4. Other Business

G. REPORT OF JOINT FACILITIES PLANNING AND FINANCE COMMITTEE

1. Louisiana Tech University’s request for approval of the forms and authorizing the execution of an agreement to lease with option to purchase and a ground and buildings lease agreement in connection with the lease and leaseback of portions of the campus of the University to Innovative Student Facilities, Inc. and the renovation, development, and construction of certain athletic and related facilities thereon; authorizing the issuance of bonds for said facilities; approving the execution of any and all documents and certificates in connection therewith; and providing for other matters in connection therewith.

2. Nicholls State University’s request for approval to name the auditorium in Powell Hall the “Ridley J. Gros Auditorium.”

3. University of Louisiana at Monroe’s request for approval to accept the donation of property located at 704 North McGuire from the University of Louisiana at Monroe Foundation.

4. University of Louisiana at Monroe’s request for approval to enter into a lease agreement with Affinity Health Group, LLC for operation of ULM’s Student Health Center.
5. University of New Orleans’ request for approval to eliminate a student fee of $6.00 per semester.

6. University of Louisiana System’s discussion of Fiscal Year 2013-14 first quarter financial reports and ongoing assurances.

7. Other Business

H. SYSTEM PRESIDENT’S BUSINESS

1. Personnel Actions
2. System President’s Report
3. Other Business

I. BOARD CHAIR’S BUSINESS

1. Board Chair’s Report
2. Report of Nominating Committee for 2014 Board Officers
4. University of Louisiana System’s proposal to revise Bylaws, Section IV. Committees, B. Standing Committees.
5. University of Louisiana System’s proposal to revise Board Rules, Chapter V. Intercollegiate Athletics.
6. Other Business

J. Other Business

K. Adjournment
Item F.1. Southeastern Louisiana University’s request for approval of a contract with Mr. Ron Roberts, Head Football Coach, effective December 1, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through November 30, 2016, the Coach’s annual base salary is $130,000. Coach will also be provided the use of a vehicle provided by a dealership and, if one is not available, Coach will receive a $600 per month allowance. The Lion’s Athletic Association (LAA) will pay Coach $30,000 a year for fund raising and speaking engagements. In addition, the LAA will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement and medicare payments, on certain specified achievements as follows:

- $250 if Conference Coach of the Year;
- $150 if Conference Co-Coach of the Year;
- $2,000 for NCAA Post Season (Team) or Conference Season (Team) Championship;
- $2,000 for each round advanced NCAA Tournament;
- $10,000 if team wins the NCAA National Championship;
- $250 for NCAA All-American Athletes with GPA over 3.0;
- $100 for NCAA All-American Athletes with GPA of 2.0 to 2.9;
- $250 if team average APR above 965;
- $100 for individuals who qualify for NCAA Championship-Beyond team.

If the University terminates the agreement without cause, Coach is entitled to be paid the base salary for the remainder of the contract period of November 30, 2016. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The LAA is responsible for the remaining months in the agreement (the next July 1 through expiration).

If the Coach terminates the contract, the University is entitled to be paid $50,000 if termination during first contract year; $40,000 if termination during second contract year; or $30,000 if termination after conclusion of second contract year. Payment to the University shall be due 120 days following notice of termination.

The University and the LAA each has an agreement with the Coach.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Ron Roberts, Head Football Coach, effective December 1, 2013.
November 7, 2013

Dr. Sandra Woodley
President, University of Louisiana System
1201 N. Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Re: Multi-year Contract for Athletic Head Coach

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following multi-year contract for athletic head coach be put on the agenda for the December 6, 2013 meeting of the Board of Supervisors.

Head Coach Football – Ron Roberts

Sincerely,

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of December, 2013 between Southeastern Louisiana University and through its President, Dr. John Crain and Ron Roberts (hereinafter referred to as ‘COACH’). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

1.1 Southeastern Louisiana University (the “University”) does hereby employ COACH as head football coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its’ President and Athletic Director.

1.2 COACH shall be responsible, and shall report, directly to the University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of University’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in Southeastern Louisiana University’s athletic program as the Director may assign.

1.4 COACH agrees to represent Southeastern Louisiana University positively in public and private forums and shall not engage in conduct that reflects adversely on Southeastern Louisiana University or its athletic programs.

Coach Initial: Admin Initial:
1.5 COACH shall schedule an appropriate number of guarantee football games on an annual basis in order to generate revenue as determined by the Director of Athletics. The Director of Athletics will have the responsibility for approving the annual football schedule.

1.6 COACH shall inform the Director of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the APR and as such realizes that it will be a vital component on his annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the Athletic Director.

2.0 Term

2.1 The term of this agreement is for a fixed period of three (3) years, commencing on the 1st day of December, 2013 and terminating without further notice to COACH on the 30th day of November 2016 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from Southeastern Louisiana University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at Southeastern Louisiana University.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this
agreement, Southeastern Louisiana University shall pay COACH a base annual salary of $130,000 for the term of this agreement on a bi-weekly basis.

3.2 The COACH will be paid an additional annual amount of $30,000 from the General Fund within the Lion Athletics Association ("LAA") for the COACH’s LAA fund raising and speaking engagements as assigned by the Athletic Director.

3.3 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified staff service.

3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures. The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
D. $2,000- for each round advanced NCAA Tournament

E. $10,000 for winning the NCAA National Championship

F. $250.00- NCAA All American Athlete with GPA over 3.0

G. $100.00-NCAA All American Athlete with GPA 2.0-2.9

H. $250.00 Team average APR above 965

I. $ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a television and/or Radio Show to promote the Southeastern Louisiana University Football Team.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television show.

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television show.

(e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which
is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletic Department, the Office of University Advancement and the Lion Athletics Association.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.

(b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

(c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

(d) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

5 Coach Initial: Admin Initial: 
1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.

(f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

(g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

(h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(i) The Director of Intercolligate Athletics and Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

7.2 COACH shall be provided the use of a vehicle, provided that a vehicle is available at a dealership designated by the Athletic Director. In the event that a vehicle is not available, COACH will be provided with a $600 per month allowance for the purposes of procuring transportation. COACH will be required to maintain appropriate insurance as
required.

7.3 For each Football season, COACH shall be entitled to a total of twelve (12) tickets per home football game and two (2) tickets to all other regular season home athletic competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of football camps and/or football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

8.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletically related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Apparel, Equipment Endorsements

The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of
Louisiana System policies, or the laws of the State of Louisiana.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 COACH shall abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that benefits a University official and shall always attempt to create goodwill and a good image for the University.

10.3 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified football personnel upon authorization by the Athletic Director and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH’s staff activities.
12.0 Termination

12.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the University terminates the Contract, without cause, COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

(a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 from the date of termination to the end of the fiscal year in which the coach is terminated.

(b) The remaining portion of money owed to COACH as outlined in Section 3.1 for the period after the fiscal year in which the coach is terminated and any additional money owed as outlined in Section 3.2 shall be paid by the Lion Athletics Association (LAA).

12.2 In the event COACH terminates the contract, coach will owe the University the following:

- Termination during first contract year: $50,000
- Termination during second contract year: $40,000
- Termination after conclusion of second contract year: $30,000

Payment shall be due one hundred twenty (120) days following notice of termination.

12.3 COACH may be terminated by the DIRECTOR for cause at any time for the following:

(a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination

(b) Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2)
offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university

(c) Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university

(d) Substantial and manifest incompetence

(e) Violation or gross disregard of state or federal laws

(f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1

(h) Unethical conduct pursuant to NCAA 10.1

12.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination for cause. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

12.5 Either party may opt to terminate this contract in the event that Southeastern’s athletic program undergoes a division reclassification.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation,
including salary, benefits and other remuneration incidental to employment, cease upon termination.

12.7 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System declares financial exigency. Such a termination can be based on considerations of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive 90 calendar day’s notice of termination or 90 day’s regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.0 Fundraising

13.1 All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designated employee, to ensure that such activities are in compliance with University policies as set forth by the Athletic Department, the Office of University Advancement and the Lion Athletics Association.

14.0 Force Majeure

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
15.0 Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Date

Jay Artigues
ATHLETIC DIRECTOR

Date

Ron Roberts
HEAD FOOTBALL COACH

Date

PRESIDENT
LION ATHLETICS ASSOCIATION

Date

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ____________________, 20__.

SECRETARY - BOARD OF SUPERVISORS
AGREEMENT
HEAD FOOTBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Ron Roberts, the University Head Football Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head Football coach. To that end, the Lion Athletics Association agrees to bind itself to pay any sums which may be due upon the termination of the Head Coach as per Section 12.0. This does not include any sums which may be due to Head Coach by the University for the balance of the fiscal year in which the coach is terminated.

2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head Football Coach in the amount as per paragraph 3.2 and 4.0 of the Head Coach’s Contract of Employment, with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head Football hereby acknowledge that they have been provided a copy of this agreement, the Head Coach’s contract and all agree to be bound by the terms of each agreement.
Entered into this 1st day of December, 2013.

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
ATHLETIC DIRECTOR

Ron Roberts
HEAD FOOTBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its
meeting on the ______ day of __________________, 20______.

SECRETARY OF THE BOARD OF
SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
Item F.2. University of Louisiana System's report of significant athletic activities for the period of October 7 to November 17, 2013.

EXECUTIVE SUMMARY

Attached is a summary of significant athletic activities affecting ULS institutions since the last meeting of the Athletic Committee. The information was obtained from various sources including the institutions, conferences, NCAA, and news media.

This is a report only and no action by the Board is necessary.
University of Louisiana System
SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES
October 7 to November 17, 2013

Grambling State University
After a stellar season last year, Joanna Miller was named the Southwestern Athletic Conference Pre-Season Player of the Year and First Team All-Conference by the league’s coaches and sports information directors. As a team the Lady Tigers basketball team was picked to finish 5th in the SWAC pre-season poll.

Louisiana Tech University
Jack Lempke was named an Outstanding Senior Scholar by the Louisiana Tech College of Business, honoring the senior’s success in the classroom and across campus. The Outstanding Senior Scholar award is only given to up to 12 individuals each year by the University’s College of Business. To be eligible, a student must have at least a 3.7 cumulative grade point average and be involved in either an on-campus student organization or in volunteer work in the Ruston community. Lempke currently has a 3.9 GPA, is co-captain of the men’s golf team, and serves on the school’s Student-Athlete Advisory Committee.

In women’s soccer, Nicole Jaquemet was selected to the Conference USA All-Academic second team. In addition, Caitlin Updyke has been an anchor in goal for the soccer program ever since she stepped on the field as a freshman back in 2010. She was no doubt the anchor again as the lone senior in 2013 and was awarded for her efforts as the league office announced she was named second team All-Conference USA, chosen by the 16 league coaches.

McNeese State University
The football team will play in the FCS series and is in a strong position to host a playoff game.

The 2012-13 McNeese softball team placed nine players on the National Fastpitch Coaches Association All-America Scholar-Athlete team and ranks in the top 50 as announced by the organization.

The women’s cross country team claimed the overall team title when the Cowgirls, led by Amy Talbot’s second place finish, placed six runners in the top 10 at the Choctaw Open 5k hosted by Mississippi College in Clinton, Mississippi.

Nicholls State University
After helping lead Nicholls to its best season ever and back to the conference tournament for the first time in nearly ten years, Spencer Valdespino was named the 2013 Southland Conference Women’s Soccer Player of the Year.
Jordan Hanberry was named to the 2013 College Sports Information Directors of America Capital One Academic All-District 6 Football Team. With his all-district nod, Hanberry is now eligible for CoSIDA Capital One Academic All-America honors which will be released at a later date. Hanberry has posted a perfect 4.0 grade point average in his three years at Nicholls.

Northwestern State University
Northwestern State’s student-athletes continue to earn diplomas at an impressive rate according to the NCAA’s Graduation Success Rate annual study, with NSU owning the state’s top five-year average among Division I FCS institutions and trailing only Tulane, LSU, and Louisiana Tech overall. NCAA statistics show 71 percent of the competitors for NSU’s 14 intercollegiate sports teams have graduated during the last fully completed academic years, beginning in fall 2008 and ending in spring 2013.

In women’s soccer, Ashlee Savona was named second team All-Southland Conference, and Jessica Danku was an honorable mention.

Southeastern Louisiana University
On November 16, 2013, for the first time in 52 years, the Southeastern Lions became champions. The No. 14 Lions (9-2, 6-0 Southland) scored 24 unanswered points on the way to a 34-21 victory over No. 4 Sam Houston State (8-3, 4-2 Southland) at Strawberry Stadium. With its eighth consecutive win, Southeastern clinched a share of the Southland Conference title and its first-ever berth in the Football Championship Subdivision playoffs.

Southeastern outscored top seed Stephen F. Austin, 3-1, on penalty kicks in the Southland Conference Tournament championship match on the McNeese State campus. Southeastern (14-3-5) will be making its second NCAA Tournament appearance after eliminating Stephen F. Austin (16-3-3).

Casey Peacock was named to the College Sports Information Directors of America Academic All-District 6 Women’s Soccer Teams.

University of Louisiana at Lafayette
ULL’s student-athletes graduate at the highest rate among student-athletes in schools in both the state of Louisiana and the Sun Belt Conference, according to the Federal Graduation Rates. In the one-year FGR for the 2006-07 scholarship freshman class, the most recent year with complete data, 75 percent of student-athletes entering in fall 2006 graduated within six years.

Andre Huval, who owns a 3.44 cumulative grade point average majoring in business accounting, is a repeat selection to the 2013 Capital One Academic All-District Football Team, which is selected by the College Sports Information Directors of America.

After helping the women’s soccer team to one of its best seasons in school history, a trio of Cajuns were honored at the Sun Belt Conference Banquet. Grace Howell-Harries picked up the team’s biggest honor, earning the SBC Defensive Player of the Year award. Howell-Harries was joined by Yazmin Montoya on the SBC All-Conference First Team, and freshman Annika Schmidt was named SBC All-Conference Second Team.
Elfrid Payton, who earned a gold medal this summer at the FIBA U19 World Championships and was the only collegiate player to average 15 points, five rebounds and five assists per game last year, has been named to the 2013 Lou Henson Preseason All-America team. The Lou Henson Award is presented annually to the top Mid-Major basketball player in the country by collegeinsider.com and is named in honor of the veteran coach who won 779 games in 41 seasons, coaching primarily at Illinois and New Mexico State.

University of Louisiana at Monroe

The water ski team won the Division I national title at the 35th Collegiate Water Ski National Championships, October 17-19 at Imperial Lakes near El Centro, California. This is their third consecutive national title and 25th in the history of the event. University of Louisiana at Lafayette finished second.

The 2012-13 softball team placed three players on the National Fastpitch Coaches Association All-America Scholar-Athlete team and ranks in the top 100 as announced by the organization.

After leading the ULM soccer program in goals, points and game-winning goals in 2013, freshman Jenna Pillon was named to the College Sports Madness (CSM) Sun Belt All-Conference First-Team. Pillon became the first Warhawk to ever earn All-Conference honors from CSM. Her eight goals ranked third all-time in ULM history for single-season scores and also ranked fifth in the conference. Pillon was also top-10 in the league with four assists and totaled 20 points on the season.

The men’s cross country team finished first among Louisiana schools to become the top team in the state and ended 16th overall at the NCAA South Central Region Championships at Cottonwood Creek Golf Course, hosted by Baylor University.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ATHLETIC AND AUDIT COMMITTEE

December 6, 2013

Item F.3. University of Louisiana System’s report on internal and external audits submitted for the period of October 7 to November 17, 2013.

EXECUTIVE SUMMARY

Attached is a list of internal and external reports completed by various auditors since the last meeting of the Audit Committee. The internal audit reports are prepared based upon independent review of university departments and functions. The internal audits are designed to ascertain compliance with established policies and procedures, to evaluate operational efficiencies of business and management practices, and to determine adequacy of internal controls. The internal audits are conducted to provide management with recommendations and comments designed to improve the operations of university departments and functions. External audits are generally conducted in accordance with laws, regulations, or contracts.

Also included are internal audits that are currently in progress.

This is a report only and no action by the Board is necessary.
# University of Louisiana System

**AUDITS/REVIEWS CONDUCTED**

Reports for the Period of October 7 to November 17, 2013

<table>
<thead>
<tr>
<th>INSTITUTION: Grambling State University Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audits in progress include Payroll Process Review, Review of Financial Aid Follow-up, and Louisiana Grad Act Internal Control Review.</td>
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</tbody>
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<tr>
<th>INSTITUTION: Louisiana Tech University Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
</tr>
</thead>
</table>
| 1. Internal Audit Report on Athletic Ticket Office Operations. Report dated October 8, 2013. | Internal Audit recommended the following:  
- In order to have adequate oversight of the deposit process, the Chief Financial Officer should review the Departmental Deposit Tickets before deposits are made. This review should ensure that all payments collected per the Ticketmaster sales reports are included in the deposit.  
- In order to have adequate segregation of duties between the collecting, depositing, and reconciling functions, Chief Financial Officer should reconcile the deposit tickets to the department’s general ledger monthly.  
- Revenues from ticket sales should be deposited daily.  
- Refunds should only be allowed upon written prior approval by the Athletics Director, Chief | Management concurred with each recommendation and outlined a detailed corrective action plan.  
Internal Audit will follow up in six months. |
Financial Officer, or Associate A.D.-External Affairs. Also, current policy should be revised to state that refunds are allowed in extenuating circumstances but only with written prior approval.

- Athletic management should monitor Ticketmaster reports that could show potential errors and irregularities such as changing ticket sales to complimentary tickets or zero-priced tickets, and returning tickets back into the system without approval or justification.
- Accounts receivable reports should be run and monitored on a timely basis to check for any changes to customer accounts that are inappropriate and to ensure payment for all sales.
- The permanent cash advance used as a change fund should be verified more frequently by the ticket office staff and oversight management.
- The ticket office policies and procedures should be reviewed and periodically updated.
- If multiple shifts of student workers are needed for the paid parking lots, than they should each have separate change funds and turn in their change funds and collections at the end of each shift. Beginning and ending roll ticket numbers should also be properly recorded.

| 2. Internal Audit 2nd Follow-up of the August 13, 2012 Review of Cash Handling Procedures for the IDEA Place. Report dated November 4, 2013. | Internal Audit noted that the recommendations have been fully implemented by management. | No response required. |

Objective was to determine if management has taken steps to implement the recommendations included in the original and follow-up audit.
<table>
<thead>
<tr>
<th>Audits in progress include Student Technology Fee.</th>
</tr>
</thead>
</table>

### INSTITUTION:
**McNeese State University**
**Audit/Review Conducted**


   Internal Audit reviewed the overall controls of the program; however, the scope and tests were concentrated on the activities and transactions during the Fiscal Years Ended June 30, 2011 and June 30, 2012, and did not include tests or evaluations of the clinical content and psychological techniques and treatments used for the patient evaluations.

   Audits in progress include Review of GRAD Act Reporting Controls.

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<thead>
<tr>
<th>Findings/Recommendations</th>
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</thead>
<tbody>
<tr>
<td>Internal Audit noted the following:</td>
<td>Management concurred with the findings and outlined a detailed corrective action plan, which they have already begun to implement.</td>
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<tr>
<td>- Missing confidentiality statements and background checks.</td>
<td>Internal Audit will follow up within six months.</td>
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<tr>
<td>- Lack of student employee log in/out sheets.</td>
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<tr>
<td>- Inadequate controls over travel.</td>
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<tr>
<td>- Inadequate segregation of duties.</td>
<td></td>
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<tr>
<td>- Inadequate controls over patient charges.</td>
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<tr>
<td>- Inadequate support for reduced rate determinations.</td>
<td></td>
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<tr>
<td>- Inadequate controls over revenue.</td>
<td></td>
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<tr>
<td>- Deficiencies within the accounts receivable process.</td>
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</tbody>
</table>

### INSTITUTION:
**Nicholls State University**
**Audit/Review Conducted**


   The review was conducted to determine if Nicholls State University is in compliance with University of Louisiana System (ULS) policy, *Personnel Actions, FS.III.II.B.C.D-1*, with regard to ratifying provisional changes. The scope of this

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<tr>
<th>Findings/Recommendations</th>
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<tbody>
<tr>
<td>Internal Audit noted the following:</td>
<td>The Director of HR is in agreement with the Internal Auditor's findings. The reporting process currently in place has been moderately effective; however, there is room for improvement. The Director of HR and select members of HR staff will work with the IT and payroll</td>
</tr>
<tr>
<td>- Several personnel actions were not reported as required.</td>
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<td>- In discussion with the Human Resource Director, it was discovered that she was unaware of the Adjunct faculty reporting requirement.</td>
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<td>- The current procedure that is followed to report personnel actions to the ULS Board is basically a manual process.</td>
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</table>
review included the comparison of changes that took place to payroll records for the fiscal year 2013 to ULS Board approved forms.

departments to determine if a reliable automated system can be implemented to both increase efficiency and reduce reporting errors.

Internal Audit will follow up in six months.

Audits in progress include Review of GRAD Act Reporting Controls.

<table>
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<tr>
<th>INSTITUTION: Northwestern State University Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
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</thead>
<tbody>
<tr>
<td><strong>1.</strong> Internal Audit Report on Investigative Review of Allegation of Payroll Fraud in the College of Nursing and Allied Health (CONAH). Report dated October 21, 2013.</td>
<td>Internal Audit ultimately determined that actual fraud did not appear to have occurred; however, CONAH was engaged in a practice of accruing and redeeming hours worked for 9-month faculty that is not supported by University or UL System policy. In addition, the method of reporting time worked for 9-month faculty in accordance University policy does not reflect actual practice and results in inaccurate reporting and approvals.</td>
<td>The Provost and Vice President of Academic and Student Affairs concurred with Internal Audit’s observation and corrective action is currently being implemented. Internal Audit will follow up in six months.</td>
</tr>
<tr>
<td>It came to the attention of Internal Audit that payroll irregularities may have occurred within CONAH during February 2013 and June 2013. This review was performed to obtain additional information and determine if payroll irregularities actually occurred. The scope of this review was limited to examining selected payroll and supporting documentation for this time period.</td>
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<tr>
<td><strong>2.</strong> Internal Audit Follow-up to the August 2, 2013, Improper Use of Student Technology Fee. Report dated November 12, 2013.</td>
<td>Internal Audit noted that the recommendations have been fully implemented by management. The Student Technology Fee Fund was reimbursed for expenditures that were improperly made.</td>
<td>No response required.</td>
</tr>
<tr>
<td>Objective was to determine if management has taken steps to implement the recommendations included in the original</td>
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</table>
Audits in progress include IT Disaster Recovery, and Departmental Ticket Sales (Non-Athletic).

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<tr>
<th>INSTITUTION: Southeastern Louisiana University Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
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</thead>
<tbody>
<tr>
<td>No reports issued. Audits in progress include Investigation of Unauthorized Posting of Degree, Hardship Waivers, Athletics NCAA Compliance Audit, Follow-up on Legislative Auditor Single Audit Report, and Lab School Audit.</td>
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<tr>
<th>INSTITUTION: University of Louisiana at Lafayette Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
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</thead>
<tbody>
<tr>
<td>No reports issued. Audits in progress include Review of Sodexho Contract, and LaCarte Card.</td>
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<tr>
<th>INSTITUTION: University of Louisiana at Monroe Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
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</thead>
<tbody>
<tr>
<td>1. Internal Audit Report on Review of Termination Payments to Classified Civil Service Employees during the period from July 1, 2010 to October 23, 2013. Report dated November 12, 2013. Objective was to determine whether termination payments made to certain classified employees prior to their</td>
<td>Internal Audit noted the following:</td>
<td>Management outlined the following corrective action:</td>
</tr>
<tr>
<td></td>
<td>- Payments for annual leave totaling $26,841 were made to four Classified Civil Service employees prior to their separation from the university in violation of Civil Service Rule 11.10, “Payment for Annual Leave Upon Separation”. - At the time we performed our initial procedures, the University had not attempted to recoup an annual leave payment totaling $801 made to one</td>
<td>- Recoupment letters have been provided to the four classified employees who received 300 hours of annual leave before they were entitled to the payments. The University</td>
</tr>
</tbody>
</table>
separation from the university were in violation of Civil Service Rule 11.10, “Payment for Annual Leave Upon Separation.”

classified employee who terminated employment but was subsequently reemployed in a classified position.

will follow up with those employees to ensure that the repayments are made.

- The University provided a recoupment letter to the classified employee who was reemployed in May of 2011 and should have repaid the University 60 hours of annual leave. On November 7, 2013, the employee repaid the University for 60 hours of annual leave.
- The Human Resource Department and the Controller’s Office will develop written policies for this process.
- Additional training and supervision will be provided to employees involved in this process.

Internal Audit will follow up in six months.


The objectives were to determine whether:

- The system of internal control provides reasonable assurance the Statements of Changes in Fund Balance are fairly presented.
- The system of internal control

Internal audit recommended the following:

- The Student Technology Fee Committee should ensure that student technology fees are not used to pay the salaries of existing staff, personnel expenditures do not exceed 25% of the annual student technology fee budget, and the student technology fee budget is properly monitored and amended when actual and budgeted personnel expenditures recorded in the Banner system vary significantly.

Management detailed the following planned corrective actions:

- Quarterly reports of Student Technology Fee (STAP) expenditures will be produced by the Controller’s Office and compared by the VP for Academic Affairs, the
- Information technology controls provide reasonable assurance that update access to applicable Banner forms is limited to only those University personnel with a legitimate business need.

- The University should ensure that student technology fees are assessed for e-Teach Book Study courses. In addition, the university should review all other special programs in which students are enrolled and ensure that student technology fees are assessed for the courses.

  Director of the Computing Center, and the Controller to the approved STAP budgets. Reports will be kept on file in Academic Affairs.

- The Controller's Office will begin transferring $5 per credit hour from e-Teach Book Study Program fees to the STAP fund revenue for student technology fees. Five dollars per credit hour will also be transferred to STAP revenue for any e-Teach courses that have already been charged during fiscal year 2014.

  Internal Audit will follow up in during the next audit of the Student Technology Fee.

| Audits in progress include Follow-ups on: Review of Control Over Parking Permits and Tickets, Cash Collections - Marriage and Family Therapy Clinic, ULM Lyceum Series, and Cash Handling for Rental of University House, Conference Center, and Student Union Building |

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<thead>
<tr>
<th>INSTITUTION: University of Louisiana System Audit/Review Conducted</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
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<tbody>
<tr>
<td>No reports issued.</td>
<td>No audits in progress.</td>
<td></td>
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<tr>
<td>INSTITUTION: University of New Orleans</td>
<td>Findings/Recommendations</td>
<td>Resolution</td>
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<tr>
<td>Audit/Review Conducted</td>
<td>No reports issued.</td>
<td></td>
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<tr>
<td></td>
<td>Audits in progress include Arena Cash Collections, Faculty Workload, Payroll Certification Process Follow-up, Student Technology Fees, and Grad Act Independent Review.</td>
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</table>
The table below includes audits previously reported that are pending follow-up to ensure implementation of recommendations.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Audit/Review Conducted</th>
<th>Audit Period Reported to Committee</th>
<th>Projected Follow-up Date</th>
</tr>
</thead>
</table>
| Grambling State University         | 1. Student Financial Aid  
2. Review of Personnel Actions  
3. Purchasing Review  
4. Disaster Recovery Plan | 10/23/12  
2/26/13  
8/20/13  
10/22/13 | 3/1/14  
1/31/14  
5/31/14  
4/22/14 |
| Louisiana Tech University          | 1. Sports Camps and Clinics  
2. Review of Tech Talk Advertising Revenue And Cash Handling Procedures  
3. Review of Student Technology Fee  
4. Cash Handling Procedures  
5. Athletic Ticket Office Operations | 2/26/13  
4/30/13  
8/20/13  
10/22/13  
12/6/13 | 1/31/14  
2/21/14  
8/20/14  
4/22/14  
5/6/14 |
| McNeese State University           | 1. Audit of Athletic Camps and Clinics  
12/6/13 | 4/30/14  
5/6/14 |
| Nicholls State University          | 1. Review of Personnel Actions | 12/6/13 | 5/6/14 |
| Northwestern State University      | 1. College of Nursing and Allied Health | 12/6/13 | 5/6/14 |
| Southeastern Louisiana University  | 1. Review of Educational Talent Search Program  
2. Review of Student Technology Fee  
3. Audit of Grants and Contracts  
4. College of Education – Movable Property | 4/30/13  
8/20/13  
10/22/13  
10/22/13 | 12/30/13  
8/20/14  
4/22/14  
4/22/14 |
| University of Louisiana at Lafayette | None                                                                 |                                  |                          |
| University of Louisiana at Monroe  | 1. Review of Ticket Reconciliation  
2. Review of Auxiliary Service Contracts  
3. Review of Effort Reporting and Overload/ Overtime Earnings  
4. Cash Handling at the Dental Hygiene Clinic  
5. Review of Student Government Association Salaries and Tuition Waivers  
6. Unclassified Employee Personnel Actions  
7. Review of Termination Payments to Classified Civil Service Employees | 2/26/13  
6/25/13  
6/25/13  
6/25/13  
6/25/13  
10/22/13  
12/6/13 | 1/31/14  
12/1/13  
1/1/14  
2/1/14  
3/1/14  
4/22/14  
5/6/14 |
| University of New Orleans           | 1. Review of Student Technology Fees  
2. Payroll Certification Process Review  
3. Personnel Actions and Hiring Practices Review  
4. Review of Athletic Expenditures | 8/21/12  
10/23/12  
4/30/13  
8/20/13 | 1/15/14  
12/30/13  
1/15/14  
6/30/14 |