AGENDA
JOINT ATHLETIC AND AUDIT COMMITTEE
2:00 p.m., Monday, April 29, 2013**
Room 1-153, “Iowa Room”
Claiborne Building Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:

Athletic
Mr. Carl Shetler, Chair
Mr. Gary Solomon, Vice Chair
Mr. John Condos
Mr. William Dearmon
Mr. John LeTard
Mr. Jimmy Long

Audit
Mr. David Guidry, Chair
Mr. Edward Crawford III, Vice Chair
Mr. John Condos
Dr. Kelly Faircloth
Mr. Jimmy Long
Mr. Gary Solomon

A. Call to Order

B. Roll Call

C. Consideration of items from the Board Agenda:

Board Agenda Item F.1.
Louisiana Tech University

Louisiana Tech University’s request for approval of a contract with Mr. Michael White,
Men’s Head Basketball Coach, effective April 1, 2013.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment should fill out a Public Comment Card.
Board Agenda Item F.2.  
Southeastern Louisiana University

Southeastern Louisiana University’s request for approval of a contractual agreement with Mr. James Yarbrough, Men’s Head Basketball Coach, effective April 1, 2013.

Board Agenda Item F.3.  
University of Louisiana at Lafayette

University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. James Willis, Assistant Football Coach, effective February 9, 2013.

Board Agenda Item F.4.  
University of Louisiana at Monroe

University of Louisiana at Monroe’s request for approval of an amendment to a contractual agreement with Mr. Todd Berry, Head Football Coach, effective May 1, 2013.

Board Agenda Item F.5.  
University of Louisiana System

University of Louisiana System’s report of significant athletic activities for the period of February 9 to April 12, 2013.

Board Agenda Item F.6.  
Nicholls State University

Nicholls State University’s request for approval of its Internal Audit Charter.

Board Agenda Item F.7.  
University of Louisiana System

University of Louisiana System’s report on internal and external audits submitted for the period of February 9 to April 12, 2013.

E. Other Business

F. Adjournment
Item F.1. Louisiana Tech University’s request for approval of a contract with Mr. Michael White, Men’s Head Basketball Coach, effective April 1, 2013.

EXECUTIVE SUMMARY

This agreement is for the period from April 1, 2011 through March 31, 2018. During this period Coach will receive an annual base salary of $150,000 from the University for each of the five years. The Louisiana Tech University Foundation shall pay Coach the sum of $350,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball. Coach shall be entitled to a monthly stipend of $400 as reimbursement for use of his personal vehicle for University-related activities, payable by the Louisiana Tech University Foundation.

Louisiana Tech University Foundation shall pay performance incentives to Coach as follows:

- Any, some, or all of the following three accomplishments shall entitle Coach to a supplemental payment of $25,000 (total capped at $50,000):
  - Regular season conference champion
  - Conference tournament champion
  - At-large NCAA tournament participation

- Coach shall be entitled to a supplemental payment of $15,000 if the team qualifies and participates in the National Invitation Tournament. Coach will receive an additional $10,000 if team reaches the Final 4 of the NIT.

- Coach shall be entitled to cumulative supplemental payments for the following:
  - $25,000 for a Sweet 16 appearance in the NCAA tournament
  - $25,000 for an Elite 8 appearance in the NCAA tournament
  - $25,000 for a Final 4 appearance in the NCAA tournament
  - $50,000 if team is NCAA champion

- Maximum payable under these provisions during each basketball season is $200,000
Executive Summary
April 30, 2013
Page 2

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay Coach the amount of Guaranteed Compensation for the remainder of the term of the contract (defined as base salary and the radio and television component).

In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to April 1, 2014, Coach shall be liable to the Foundation for liquidated damages in the amount of $500,000
- If prior to April 1, 2015, Coach shall be liable to the Foundation for liquidated damages in the amount of $400,000
- If prior to April 1, 2016, Coach shall be liable to the Foundation for liquidated damages in the amount of $300,000
- If prior to April 1, 2017, Coach shall be liable to the Foundation for liquidated damages in the amount of $200,000
- If prior to April 1, 2018, Coach shall be liable to the Foundation for liquidated damages in the amount of $100,000

The University and the Louisiana Tech University Foundation have combined this agreement into one joint employment agreement.

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 Louisiana Tech University’s request for approval of a contract with Mr. Michael White, Men’s Head Basketball Coach, effective April 1, 2013.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Please find attached a contract extension and agreement between Men’s Head Basketball Coach, Louisiana Tech University, and the Louisiana Tech University Foundation (complete copy of the contract to follow).

This is being submitted for consideration at the April meeting of the Board. Your approval of this contact and agreement is requested.

Sincerely,

Daniel D. Reneau
President

dc

Attachment
ORIGINALS TO:  
DR. DAN RENEAU ✓
BRUCE VANDEVELDE
MICHAEL WHITE

FROM:  
JENNIFER A. RILEY

DATE:  
MARCH 26, 2013

RE:  
MEMORANDUM OF UNDERSTANDING – CONTRACT EXTENSION

Please find enclosed an original Memorandum of Understanding between Louisiana Tech University, the Louisiana Tech University Foundation, and Michael White. I will work on the contract so that it may be executed and sent to the Board of Supervisors for the University of Louisiana System. My understanding is that agenda items will be mailed to the Board on April 4, so we will need everyone’s approval and signature on the contract prior to that date.

If you have any questions, please contact me at 255-7950, 245-8060, or at jennifer@latechalumni.org.
STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this __th____ day of ______, 2013, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) and through its President, Dr. Daniel D. Reneau, and Michael White (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by it. COACH previously entered into written agreements with the effective date of April 1, 2011 with both the UNIVERSITY and the FOUNDATION, which the parties desire to cancel and replace with this agreement.

EMPLOYMENT OF MEN’S BASKETBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as men’s basketball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the men’s basketball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S Director of Athletics and shall confer with the Director of Athletics or the Director’s designee on
all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the men’s basketball team and shall perform such other duties for the UNIVERSITY’S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A men’s basketball head coach.

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

2.0 Term

2.1 The term of this agreement is for a fixed period of five (5) years, commencing on the 1st day of April, 2013. For purposes of this agreement, each contract year shall begin on April 1st and end on March 31st of the following calendar year.

2.2 Except as otherwise provided in paragraph 12.0 of this Agreement, this Agreement shall, without further action being required by the parties, be automatically renewed for consecutive terms of one year, each beginning on the 1st day of April.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approval by the BOARD.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $150,000 for the term of this agreement, payable on a monthly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of $350,000
annually, to be made in equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH’S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

UNIVERSITY will provide COACH the opportunity to participate in benefit plans for
health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH’s base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.

5.0 Performance Incentives – Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Any, some, or all of the following three accomplishments shall entitle COACH to a supplemental payment of $25,000:

1. Regular season conference champion;

2. Conference tournament champion;

3. At-large NCAA tournament participation.

The supplemental payments described above are capped at $50,000.

COACH shall be entitled to a supplemental payment of $15,000 if the men’s basketball team qualifies and participates in the National Invitation Tournament. COACH shall be entitled to an additional $10,000 supplemental payment if the team reaches the Final 4 of the National Invitation Tournament.

COACH shall be entitled to cumulative supplemental payments for the following accomplishments:

1. Sweet 16 appearance in the NCAA tournament = $25,000

2. Elite 8 appearance in the NCAA tournament = $25,000
3. Final 4 appearance in the NCAA tournament = $50,000

4. Men’s NCAA champion = $50,000

5.2 The maximum supplemental pay COACH may earn during each basketball season pursuant to the provisions of paragraph 5.1 is $200,000. Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Additional Benefits Package

COACH shall be entitled to a monthly stipend of $400 as reimbursement for use of his personal vehicle for University-related activities. This monthly stipend shall be payable solely from athletic funds held by the Louisiana Tech University Foundation.

7.0 Camps and Clinics

7.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

7.2 It is specifically agreed that in the operation of such camps, 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 set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

8.0 Shoe and/or Apparel Contracts

UNIVERSITY shall receive and then pay to COACH any funds for which he obtains for UNIVERSITY through his endorsements of shoe, 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 endorsement agreements must be approved in writing by the Director of Athletics, such approval not to be unreasonably withheld. If the UNIVERSITY negotiates a department-wide shoe or equipment contract, then all funds received through such contract will be retained by the UNIVERSITY. If the UNIVERSITY negotiates a department-wide shoe, apparel or equipment contract that requires COACH to terminate a shoe, apparel or equipment endorsement contract, then UNIVERSITY will compensate COACH the same amount as COACH would have received pursuant to his
negotiated shoe, apparel or equipment endorsement contract.

9.0 Outside Income-Subject to Compliance with Board Rules

9.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

9.2 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 therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball 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, such approval not to be unreasonably withheld.

9.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

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. If COACH is personally found to be in violation of NCAA regulations, 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 personally guilty of deliberate and serious material violations of NCAA, Conference and UNIVERSITY regulations (NCAA Constitution 11.2.1).

10.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies 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 befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

11.0 Men’s Basketball Staff

COACH may make hiring decisions regarding assistant basketball coaches and a basketball operations employee in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. As performance incentives for his three assistant coaches and one basketball operations employee, COACH shall be authorized to guarantee supplemental incentives of $10,000 each if the men’s basketball team reaches the NCAA tournament; COACH shall be authorized to guarantee supplemental incentives of $5,000 each if the men’s basketball team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the athletic funds held by the Louisiana Tech University Foundation.

For each assistant coach who participated in the 2013 NIT Tournament and remains employed with UNIVERSITY on April 30, 2013, COACH shall be authorized to pay each a supplemental payment of $10,000 for the additional work which was required to lead the team to post season play. These supplemental payments shall be paid solely from the athletic funds held
by the Louisiana Tech University Foundation.

12.0 Termination

12.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damaged due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. FOUNDATION, in its sole discretion, may accelerate payments due to COACH. These payments shall not be subject to any mitigation.

12.2 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts:

- If prior to April 1, 2014, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $500,000.
- If prior to April 1, 2015, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $400,000.
- If prior to April 1, 2016, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $300,000.
- If prior to April 1, 2017, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $200,000.
• If prior to April 1, 2018, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $100,000.

The liquidated damages shall be due and payable to FOUNDATION in a lump sum within 60 days of the date of termination.

12.3 Just cause for termination of COACH by the UNIVERSITY shall include the following: COACH’s material violation or gross disregard of state or federal laws which results in his indictment (not to include misdemeanor traffic offenses), or any material violation by COACH of a major NCAA or conference regulation or any material violation by him of University or Athletics policies or procedures, provided in all cases listed above that COACH has been given seven (7) days to cure said material violation, if curable. No damages shall be due if termination is for just cause.

12.4 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payments) but not yet paid.

12.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraph 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds and shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment cease upon termination.

12.6 Prior to termination of COACH, UNIVERSITY will obtain approval from the
President of the University of Louisiana System.

12.7 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover reasonable attorney’s fees in addition to any other relief awarded by the court.

13.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

14.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Bruce Van De Velde
Athletics Director
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

With copy to:
Jennifer Riley
Legal Counsel
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272
AND

Jack E. Byrd, Jr., President
Louisiana Tech University
Foundation
P.O. Box 142
Minden, LA 71058-0142

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to
COACH shall be sent to:

Michael White
116 Belle Pointe Drive
Ruston, LA 71270

With copy to:
Mark Carmony
CSE
600 Galleria Parkway
Suite 1900
Atlanta, GA 30339

15.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the
parties regarding any employment of COACH by the UNIVERSITY and regarding any of the
matters or things therein provided or previously discussed or mentioned in reference to such
employment. There are no oral, written or other contracts, understandings, letter agreements,
promises or representations between the parties regarding the subject matter of these agreements.
These agreements cannot be changed, modified or amended except by written instrument signed
by both parties.

SIGNATURE PAGE TO FOLLOW
CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH

SIGNATURE PAGE

DANIEL D. RENEAU
PRESIDENT
LOUISIANA TECH UNIVERSITY

LES GUICE
PRESIDENT-ELECT AND EXECUTIVE VICE PRESIDENT AND VICE PRESIDENT
FOR RESEARCH AND DEVELOPMENT
LOUISIANA TECH UNIVERSITY

BRUCE VAN DE VELDE
DIRECTOR OF ATHLETICS
LOUISIANA TECH UNIVERSITY

MICHAEL WHITE
MEN'S BASKETBALL HEAD COACH

JACK E. BYRD, JR.
PRESIDENT
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the ________ day of ____________________, 2013.

_________________________________________
SECRETARY
BOARD OF SUPERVISORS
Item F.2. Southeastern Louisiana University’s request for approval of a contractual agreement with Mr. James Yarbrough, Men’s Head Basketball Coach, effective April 1, 2013.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through March 31, 2015, Coach’s annual salary is $100,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The Lion Athletics Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $10,000--winning NCAA National Championship
- $2,000--for NCAA Post Season or Conference Season Championship
- $2,000--for each round advanced NCAA Tournament
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-Beyond team competition

The University may at any time, and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the contract without cause, Coach shall be entitled to $15,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination out of the Lion Athletics Association. In the event Coach terminates the contract without cause prior to completion of term, Coach will be liable to pay the Lion Athletics Association $15,000.

Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the men’s basketball program. Such a 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.
The University and the Lion Athletics Association have combined this agreement into one joint employment agreement.

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 contractual agreement with Mr. James Yarbrough, Men’s Head Basketball Coach, effective April 1, 2013.
April 3, 2013

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

Re: Contracts for Athletic Head Coaches

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contract for athletic head coach be put on the agenda for the April 29, 2013 meeting of the Board of Supervisors.

James Yarbrough – Men’s Basketball Head Coach

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain  
President
CONTRACT OF EMPLOYMENT
HEAD MEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of April, between Southeastern Louisiana University through its President, Dr. John Crain and James Yarbrough (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 (“UNIVERSITY”) does hereby employ COACH as MEN’S BASKETBALL HEAD COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN’S BASKETBALL 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/or Athletics Director (“DIRECTOR”).

1.2 COACH shall be responsible, and shall report, directly to 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 the UNIVERSITY’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY’s athletics program as the DIRECTOR may assign.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
1.5 COACH shall schedule an appropriate number of guarantee MEN’S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual MEN’S BASKETBALL 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 Academic Performance Rate (“APR”) and as such realizes that it will be a vital component on his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period of 2 years, commencing on the 1st day of April, 2013 and terminating without further notice to COACH on the 31st day of March 2015 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and 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 the UNIVERSITY.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $100,000 for the term of this agreement on a bi-weekly basis.
3.2 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 similarly compensated employees in the unclassified staff service.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 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. One half of the supplement shall be drawn from the championship fund of the Lion Athletics Association. The remaining half of the supplement shall be drawn from the sport program’s restricted account of the Lion Athletics Association. Should the funds not be available in the sport program’s restricted account at the time the earned salary supplement is due, the sport program’s restricted account will remain obligated for that portion of the supplement for a maximum of one calendar year from the date of distribution of the portion paid from the championship fund. Any obligations of the program’s restricted account 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. Any commission or other incentive payments are subject to the requirements of Title IX.
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 UNIVERSITY and MEN’S BASKETBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her 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 and radio 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 and radio 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 and radio 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 COACH will notify the DIRECTOR of the UNIVERSITY of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All these and other monies received by coaches and employees for the show must be approved by the DIRECTOR prior to payment of services rendered. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics 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

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 and Assistant Vice President for Extended Studies 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 may be provided the use of a vehicle. COACH will be required to
maintain appropriate insurance as required (if vehicle is available).

7.3  For each MEN'S BASKETBALL season, COACH shall be entitled to a total of
ten (10) tickets per home MEN'S BASKETBALL game and two (2) tickets to all other regular
season home athletics 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/her 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/her operation of MEN'S BASKETBALL camps
and/or MEN'S BASKETBALL clinics in accordance with University policy relating to camps or
clinics conducted by Athletics Department personnel. All outside income will be subject to
approval in accordance with state law and the policies of the Board of Supervisors for the
University of Louisiana System.

8.2  COACH shall report annually in writing to the President through the 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/she is
responsible in obtaining for the UNIVERSITY through his/her 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.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

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. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff (NCAA Bylaw 11.1.2.1). 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 Bylaw 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 Bylaw 11.2.1).

10.2 COACH shall also 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/she shall at all times conduct himself/herself 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 MEN’S BASKETBALL personnel upon authorization by the 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 compliance through monitoring COACH’s staff activities.

12.0 Termination

12.1 Either party at their sole discretion may terminate the contract without cause as set forth in this contract. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

12.2 In the event the UNIVERSITY terminates the Contract, without cause, the COACH shall be entitled to $15,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association.

12.3 In the event that coach terminates the contract without cause prior to the completion of the terms of the contract, the coach will be liable to pay the Lion Athletics Association $15,000.

12.4 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) Substantial and manifest incompetence

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

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

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

(f) Unethical conduct pursuant to NCAA Bylaw 10.1

12.5 All compensation, including salary, benefits, and other remuneration incidental to employment cease upon termination. 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.

12.6 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In this provision as in provision 12.5 neither the university or the employee is liable for any buyouts.

12.7 This contract may be terminated at any time should the UNIVERSITY discontinue the MEN'S BASKETBALL program. Such a 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.8 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declared financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months of termination or six (6) months regular pay in lieu of such notice. All compensation,
including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.9 Any violation of this contract is grounds for dismissal with cause.

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ________________, 20__.
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN: Southeastern Louisiana University AND
Lion Athletics Association AND
Men’s Basketball, Head Coach

AGREEMENT
HEAD MEN’S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and James Yarbrough the University Head MEN’S BASKETBALL Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN’S BASKETBALL coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletic Association acknowledges that it has agreed to pay or supplement the salary of the Head MEN’S BASKETBALL Coach in the amount as per Section 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletic Association and Head MEN’S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this ______ day of __________________, 20____.

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

Bart Bellairs Date
ATHLETICS DIRECTOR

Jim Yarbrough Date
HEAD MEN’S BASKETBALL COACH

PRESIDENT Date
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
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ATHLETIC AND AUDIT COMMITTEE

April 30, 2013

Item F.3. University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. James Willis, Assistant Football Coach, effective February 9, 2013.

EXECUTIVE SUMMARY

This agreement is for a 16-month period from February 9, 2013 through May 31, 2014. During this period, Assistant Coach shall receive an annual base salary of $150,000 from the University payable in equal monthly installments of $12,500.

If the University terminates this agreement without just cause prior to the expiration of its term, it shall be liable to Assistant Coach for liquidated damages for amounts owed had he completed the contract term.

If the Assistant Coach terminates the contract to become a collegiate or professional football coach prior to the conclusion of the 2013-14 football season (including any bowl game in which the University participates), Assistant Coach shall be liable to the University for liquidated damages of $150,000.

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 University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. James Willis, Assistant Football Coach, effective February 9, 2013.
April 3, 2013

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

Dear Dr. Woodley:

I request approval of a contract between the University of Louisiana at Lafayette and James Willis, Assistant Football Coach.

Please place this item on the agenda for the April, 2013 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH – DEFENSIVE COORDINATOR

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this \text{\textsuperscript{14}}\text{\textsuperscript{th}} day of February, 2013, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie the duly authorized University President and James Willis ("Assistant Coach").

WITNESSETH

1. EMPLOYMENT

   The University does hereby employ Assistant Coach as Assistant Football Coach – Defensive Coordinator of the University and Assistant Coach does hereby accept such employment and agrees to perform all those duties pertaining to the position as outlined herein and prescribed by the President of the University ("President") and the Director of Athletics ("Director") and assigned by the Head Coach. Assistant Coach shall be responsible and shall report directly to the Head Football Coach ("Head Coach").

2. DUTIES

   Assistant Coach shall perform such duties in the University athletic program as the Head Coach may reasonably assign. Duties shall include but not be limited to the following:

   A. Faithfully and conscientiously perform the duties reasonably assigned by the Head Coach and maintain the high moral and ethical standards commonly expected of the Assistant Coach as a highly visible representative of the Department of Intercollegiate Athletics at the University.
B. Devote such time and attention and energy to his duties as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the University's interests.

C. Recognize and comply with the laws, policies, rules, and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference (or any other conference which the University may become a member during the Term of the Agreement), as now constituted or as may be amended during the Term hereof. The Assistant Coach shall immediately inform the Head Coach and Compliance Officer of any suspected violation and assist the investigation and reporting thereof.

D. Carry himself in a professional and sportsman-like manner. The Assistant Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

E. The Assistant Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. The Assistant Coach agrees to adhere to the University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the football team. He will be actively involved in the academic performance of
student-athlete members of the football team and will diligently work with the Head Coach, Director or President concerning such matters.

F. The Assistant Coach agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, may reasonably designate. Such appearances shall not unreasonably conflict with Assistant Coach's primary duties as Assistant Coach and Defensive Coordinator.

G. The Assistant Coach agrees to conscientiously observe all University and NCAA rules pertaining to outside income. The Assistant Coach will notify the Director and obtain approval, such approval not to be unreasonably withheld, before negotiating for or receiving any athletically-related income or benefits from sources outside the University and will report annually any outside income in compliance with NCAA and University regulations.

3. TERM

The term of this Agreement is sixteen (16) months, commencing February 9, 2013 and ending May 31, 2014 ("Term").

4. BASE SALARY

The University agrees to pay Assistant Coach an annual salary of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) payable in equal monthly installments of Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00).

5. EMPLOYEE BENEFITS

Assistant Coach shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
6. OUTSIDE INCOME

Assistant 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 therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. Assistant Coach shall report annually in writing to the President through the Director all athletically-related income received from sources outside the University and shall abide by all NCAA regulations regarding outside compensation (NCAA Regulation 11.2.2).

7. TERMINATION

A. Without cause. Either party may terminate this Agreement without cause by providing written notice to the other party specifying the effective date of termination. Should the University terminate this Agreement without cause prior to the expiration of its Term, it shall be liable to Assistant Coach for liquidated damages which shall include all amounts which would have been owed to Assistant Coach had he completed the Term of this Agreement. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

B. Payment by University of the amount under this section will constitute a full release of any claim that Assistant Coach might otherwise assert against the University, or any of its representatives, agents or employees. In consideration of this payment, Assistant Coach shall, and does hereby, release
and discharge the University their officers, board members, and employees, from and against any liability of any nature whatsoever related to or arising out of this Agreement and Assistant Coach’s employment at the University, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

C. Except for the obligation to pay Assistant Coach the amount set forth in Section 7A, all obligations of the University (to the extent not already accrued or vested) to Assistant Coach shall cease as of the effective date of such termination.

D. With cause. Should the University terminate this Agreement for cause prior to the expiration of its Term, the University shall not be liable for any payments or benefits to Assistant Coach past the effective date of termination other than amounts previously earned by Assistant Coach, but not yet paid.

Cause for termination shall include, but not be limited to:

1. Deliberate neglect, refusal or unwillingness to perform any of the duties specified in Section 2 of this Agreement in good faith and to the best of Assistant Coach's ability.

2. Arrest or conviction of any criminal statute that constitutes a felony or a misdemeanor involving moral turpitude.

3. The committing by Assistant Coach of a major violation of NCAA or Conference regulations.

4. Failure to cooperate with the University and/or the NCAA in the investigation of alleged violations of NCAA or Conference regulations.
5. Death of Assistant Coach, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with Assistant Coach's ability to perform the essential functions and duties as Assistant Football Coach and Defensive Coordinator.

8. TERMINATION BY ASSISTANT COACH

A. Assistant Coach recognizes that his promise to work for University for the entire term of this Agreement is the essence of this Agreement. Assistant Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost if Assistant Coach resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement. The parties covenant and agree that the University is an NCAA member institution and competes against other NCAA member institutions for students, faculty, and staff. Additionally, the parties covenant and agree that the University's football program competes against other NCAA member institutions for prospective student-athletes, financial support, and prestige. The parties further covenant and agree that the competitiveness and success of the University's football program affects the overall financial health and welfare of the Athletics Department and that the University maintains a vested interest in sustaining and protecting the well-being of its football program, including, but not limited to the recruitment of prospective student-athletes to the institution and the financial integrity of its athletics programs. To avoid harming the University's interests, Assistant Coach covenants and agrees he
and/or any individual or entity acting on Assistant Coach’s behalf, shall not explore, seek or accept employment in any coaching capacity with any other member institution of the NCAA. Assistant Coach agrees that this covenant not to compete shall be in full force and effect during the period of time beginning on the effective date of this Agreement and ending at the conclusion of the 2013-14 football season (including any bowl game in which the University participates), and shall survive Assistant Coach’s termination of the Agreement prior to the expiration of this time period for any reason whatsoever. This covenant not to compete, however, shall not apply if the University exercises its right to terminate this Agreement for convenience.

Assistant Coach agrees that the scope of this non-compete (whether geographic, length or extension to all NCAA member institutions is reasonable under the circumstances).

In addition to the covenant not to compete in the NCAA, during this same period the non-compete is in force, Assistant Coach agrees that he (or any person or entity acting on his behalf) may not explore or seek any collegiate or professional football coaching position without first obtaining permission from the Athletics Director. Should permission be granted, and Assistant Coach accepts a position as either a collegiate or professional football coach (during the same period the non-compete is in force), Assistant Coach shall owe the University liquidated damages in the amount of One Hundred Fifty Thousand Dollars ($150,000.00). Liquidated damages shall be paid by Assistant Coach within ninety (90) days from the effective date of termination.
In the event of a breach or threatened breach of this provision, the University shall be entitled to injunctive relief as well as any other applicable remedies at law or in equity. Assistant Coach understands and agrees that without such protection, the University's interests would be irreparably harmed, and that the remedy of monetary damages alone would be inadequate. This covenant not to compete shall be independent of any other provision of this Agreement, and the existence of any claim or cause of action by Assistant Coach against the University, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this provision by the University.

All provisions of the paragraph are only in effect during the period of time beginning on the effective date of this Agreement and ending at the conclusion of the 2013-14 football season (including any bowl game in which the University participates) and shall be null and void thereafter, notwithstanding Assistant Coach's continued employment with the University.

B. If during the term of the Agreement both parties reach a mutual agreement to terminate the Agreement without cause, neither party shall be liable for liquidated damages.

9. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES

Assistant Coach shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, Assistant Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Assistant Coach
may be suspended for a period of time, without pay, or the employment of Assistant Coach may be terminated if Assistant Coach is found to be involved in major, deliberate or serious violations of NCAA regulations which result in an official finding by the NCAA (NCAA Constitution 11.2.1).

Assistant Coach shall also abide by the State of Louisiana Code of Governmental 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 befits a University official and shall always attempt to create goodwill and a good image for the University.

10. ACKNOWLEDGMENTS

The parties specifically agree that the obligations assumed herein relate only to the obligations regarding payment and there is no guarantee or promise of continued employment for Assistant Coach at the University of Louisiana at Lafayette whether as Assistant Football Coach and Defensive Coordinator or in any other employment capacity.

11. AMENDMENT/EXTENSION

This Agreement may be amended and/or extended by the mutual written consent of the parties and approved by the Board.

12. DISPUTES

In the event any dispute arises between the parties concerning this Agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach sixty (60) days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this Agreement, such suit must be filed in Lafayette Parish, Louisiana, and the prevailing party in any judicial
determination is entitled to recover attorney's fees in addition to any other relief awarded by the Court.

13. WRITTEN NOTICE

Any notice required herein shall be provided in writing and shall be deemed personally delivered to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first class mail to such party.

Unless hereinafter changed via written notice to Assistant Coach, any notice to University shall be sent to:

**University Designee:**
Dr. E. Joseph Savoie
University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008

**With copy to:**
Director of Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to Assistant Coach shall be sent to:

**Assistant Coach:**
James Willis
112 Tappstry Ct.
Lafayette, CA 70508

**With copy to:**
Russ Campbell
Patrick Strong
Bleich Sports
1901 6th Ave. N.
Ste. 1500
Birmingham, AL 35203

IN WITNESS WHEREOF, Assistant Coach and the duly authorized representative of University have caused this Agreement to be executed on the dates indicated.

Witnesses: Approved:

[Signature]
James Willis
Assistant Coach–Defensive Coordinator
University of Louisiana at Lafayette

[Signature]
Date
Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of ________________ 2013.

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ATHLETIC AND AUDIT COMMITTEE

April 30, 2013

Item F.4. University of Louisiana at Monroe’s request for approval of an amendment to a contractual agreement with Mr. Todd Berry, Head Football Coach, effective May 1, 2013.

EXECUTIVE SUMMARY

In January 2013, the Head Men’s Football Coach, the University, and the University of Louisiana Monroe Athletic Foundation (ULMAF) entered into a contractual agreement. The ULMAF is now requesting that the Coach receive $35,400 (May 1 to December 31, 2013) and $106,000 in the subsequent years of the contract (2014-2016) for Coach’s role in the Warhawk Sports Network and as a fund raiser for ULM football. Coach accepts his role with the ULMAF as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the University or the ULMAF. Payments made to Coach from the ULMAF shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and Coach shall be responsible for all applicable taxes.

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 the University of Louisiana at Monroe’s request for approval of an amendment to a contractual agreement with Mr. Todd Berry, Head Football Coach, effective May 1, 2013.
April 4, 2013

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

Dear Dr. Woodley:

I am requesting consideration and approval to amend the contract of Mr. Todd Berry, Head Football Coach at the University of Louisiana at Monroe dated January 1, 2013, between the University of Louisiana at Monroe and the University of Louisiana Athletic Foundation. (5 copies)

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
AMENDED EMPLOYMENT AGREEMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of May, 2013, between The University of Louisiana at Monroe, through its President (hereinafter referred to as the “University” or “ULM”), The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”) and Todd Berry (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 the University of Louisiana at Monroe.

This agreement is a modification of that certain CONTRACT OF EMPLOYMENT: HEAD FOOTBALL COACH dated January 1, 2013 and approved by the Board of Supervisors of the University of Louisiana System on January 11, 2013.

3.0 Compensation

Paragraph 3.2 of the UNIVERSITY AGREEMENT is hereby amended to include the following language: The ULMAF, through its athletic funds, shall pay COACH the following amounts, through equal monthly payments during the period of this agreement for COACH’s role in the Warhawk Sports Network and as a fundraiser for ULM Football.

- May 1, 2013 through December 31, 2013 $35,400 per annum
- January 1, 2014 through December 31, 2014 $106,000 per annum
- January 1, 2015 through December 31, 2015 $106,000 per annum
- January 1, 2016 through December 31, 2016 $106,000 per annum

Payment of this premium benefit is contingent upon COACH making reasonable efforts to promote ULM’s athletic program through development, media and marketing initiatives. COACH shall not reasonably refuse to personally contact sponsors and/or potential sponsors to generate or increase advertising revenues provided such requests do not interfere with COACH’S coaching duties. The University shall have exclusive right to contract for program sponsors for commercial endorsements by COACH and to authorize the use of commercials both during the program and at all other times.
COACH is expected to participate in pre-and post-game interviews conducted in conjunction with broadcasts of football games as well as weekly radio and/or television shows.

Paragraph 3.3 of the UNIVERSITY AGREEMENT is hereby amended to include the following language: COACH accepts his role with the ULMAF as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the ULMAF. Payments made to COACH from the ULMAF shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

5.0 Annual Performance Incentives

Paragraph 5.1 of the UNIVERSITY AGREEMENT is hereby amended to include the following language: During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements/incentives will be paid to COACH by the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The potential supplements/incentives are as follows:

**Athletics Competition Incentives**

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $25,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game: COACH shall earn $10,000 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $5,000 supplemental compensation

**Academic Incentives**

Team records an annual APR score of 980 or better: COACH shall earn $2,500 supplemental compensation.
Football Season Ticket Incentives

During his employment as COACH of the University’s Football team, the COACH shall have the opportunity to receive the following earned salary supplements based upon the total number of football season tickets sold at a minimum of $50 each. The number of season tickets sold shall not include trade out or in-kind season tickets. The supplemental compensation is not cumulative and will be paid as follows:

(1) Earned salary supplement of five-thousand ($5,000.00) dollars if the University sells 5,000 season tickets

(2) Earned salary supplement of seventy five-hundred ($7,500.00) dollars if the University sells 7,500 season tickets

(3) Earned salary supplement of ten-thousand ($10,000.00) dollars if the University sells 10,000 or more season tickets

These athletics competition, academic and ticket sales incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

8.0 Employee Benefits

Paragraph 8.1 of the UNIVERSITY AGREEMENT is hereby amended to include the following language: COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH’s base annual salary as provided by University.

12.0 Termination

Paragraph 12.1 of the UNIVERSITY AGREEMENT is hereby deleted and replaced with the following: Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party.

Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the ULMAF. ULMAF
may, at its sole option, pay in a lump sum discounted at 6% or ULM AF may pay in installments of $10,000 monthly until liquidated damages have been paid.

In the event that the COACH terminates this Agreement without cause to become employed as a football coach, then COACH it shall be liable to ULM AF for the remaining months of base compensation due through the expiration of this Agreement. COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $10,000 monthly until liquidated damages have been paid. If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, or employment at the University of Tulsa as Head Football Coach, then COACH shall have no responsibility, obligation, or liability to ULM.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and ULM AF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Martin
Judy Rogers
Robert Ballard
Shawnde Jones
Rebecca Creech

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Todd Berry
Head Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Jeff Foote, President
ULM Athletic Foundation
Item F.5. University of Louisiana System's report of significant athletic activities for the period of February 9 to April 12, 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
February 9 to April 12, 2013

Grambling State University
Terry Rose was named the SWAC’s Freshman of the Year Award in men’s basketball by the league’s head coaches. Joanna Miller was named the SWAC Newcomer of the Year in women’s basketball and also earned a spot on the SWAC All-Conference and All-Tournament First Teams.

Louisiana Tech University
After leading the Louisiana Tech men’s basketball team to the program’s first ever Western Athletic Conference regular season championship in just his second year as head coach, Michael White was selected as the WAC Coach of the Year by the league’s 10 head coaches. Coach White is the first Bulldog coach in school history to receive the Don Haskins Coach of the Year honor. In addition, the U.S. Basketball Writers Association named him as District VII Coach of the Year. Finally, it was a year that saw the Bulldogs win 27 games and earn the program’s first Top 25 ranking in more than 25 years.

Louisiana Tech sprinter Trey Hadnot was named to the All-America First Team by the U.S. Track & Field and Cross Country Coaches Association following his third place finish in the 200m at the NCAA Indoor Championships.

Whitney Frazier and Brittany Lewis earned all-conference honors while Lulu Perry earned a spot on the all-freshman team as the Western Athletic Conference released basketball postseason awards.

Raheem Appleby and Kenneth Smith were both selected as first team All-WAC members in men’s basketball.

The soccer team hosted an Easter egg hunt for the local community on campus for their continued ‘Relay for Life’ fundraising campaign. Donations were taken throughout the day as lots of children in different age groups took part in the traditional egg hunt on the campus quad.

McNeese State University
Southland Conference Commissioner Tom Burnett presented McNeese basketball head coach Dave Simmons a commemorative basketball during a pregame ceremony for the Cowboys becoming the first team in the Southland Conference to reach the 300 conference win milestone. McNeese defeated Sam Houston State 59-58 in overtime on February 7 to become the first conference school, past or present, to collect its 300th conference victory.
The Cowgirls advanced to the program’s first postseason tournament championship Women’s Basketball Invitational Championship game, falling short in its 73-62 loss at Detroit. The Cowgirls posted their third consecutive 20-win season and finished the season with a 21-15 record.

Ashlyn Baggett has been named the Southland Conference Student-Athlete of the Year for the third consecutive year. The Iota, Louisiana native is the first women’s basketball player to garner the honor three times. Baggett led the Cowgirls to their third consecutive postseason tournament appearance after posting a 21-15 overall record with an 11-7 mark in conference play. She helped McNeese reach the championship game of the Women’s Basketball Invitational after leading McNeese to the semifinals of the conference tournament and earning all-tournament team honors for the third consecutive season. The three-time all-conference selection broke the conference record for 3-pointers made in a career with 308. Baggett led the Cowgirls in scoring this season and was second in the conference with 19.1 points per game.

David Rooney, the Southland Conference indoor champion in the 3,000- and 5,000-meter run, has been named the Southland Conference’s Men’s Outstanding Runner Performer. In addition to his outstanding runner award, Rooney was named to the SLC men’s indoor track and field all-conference first team. On the women’s side, La’Shantena Rounds (weight throw) and Jasmine Cornelius (long jump) earned first team honors after their school record-setting performances.

The men’s and women’s indoor track and field teams made school history as both teams finished third in the final team standings, marking the first time both teams ranked in the top three in the same Southland Conference Indoor Track and Field Championships.

The women’s cross country team was one of 200 Division I squads to earn U.S. Track & Field and Cross Country Coaches Association All-Academic honors.

Cecilia Okoye has been named the Southland Conference “Newcomer of the Year” as the 2013 All-Southland Conference teams were announced by the league office in women’s basketball. Twins Ashlyn and Caitlyn Baggett both earned second team honors. The duo are part of a few players who have been named to the All-SLC team three times.

Golfer McKayla Anderson won the Morehead State Ocala Spring Invitational.

**Nicholls State University**

After her standout performance at the 2013 Southland Conference Indoor Track and Field Championships, Jackie White was named the Outstanding Women’s Running Performer. In addition, she and Kryshell Rolle were named to the All-Conference First Team.

For the second straight season, two members of the Nicholls State University women’s basketball team received All-Southland as senior forward Alisha Allen made second-team and junior guard KK Babin received third-team as the league office announced its postseason awards.

Linden Smith-Hyde was named to the Southland Conference Men’s Basketball All-Academic second team. The 6-3 guard from Sydney, Australia made the ten player group that made either the first or second team, which was voted on by the league’s head coaches, sports information directors, and academic advisors. Student-athletes must possess a 3.0 cumulative GPA, have
completed one full academic year at the nominating institution and participated in at least 50 percent of the team’s competition to qualify.

KK Babin and Jenny Nash of the women’s basketball team were named second-team Southland Conference All-Academic.

The National Association of Basketball Coaches announced its Division I All-District teams recently, and Nicholls State University senior guard Fred Hunter made the cut on the second team for District 23. Selected and voted on by member coaches of the NABC, 242 student-athletes from 24 districts were named to the first or second team and are now eligible for inclusion for the NABC Coaches’ Division I All-America teams to be announced later in April. It is the third postseason honor for Hunter, as he was also named first team All-Southland and to the U.S. Basketball Writers Association All-District team.

Northwestern State University
Gary Stewart has been named the Southland Conference Men’s Basketball Student-Athlete of the Year. Stewart, the 2011-12 male winner of the Southland’s Steve McCarty Citizenship Award for outstanding community service and campus leadership, carries a 3.52 grade point average as a psychology major. A junior from Vidalia, Stewart started the final 27 games for a Northwestern State team that led the nation in scoring during the regular season and finished with an 80-points-per-game average and 23 wins, tying for the second-most victories in a season in 100 years of basketball at Northwestern State.

Northwestern State’s charge to 21 wins and the brink of the Southland Conference regular-season basketball title netted big honors as four Demon standouts were spotlighted on the All-Southland Team, including Freshman of the Year Jalan West and Newcomer of the Year DeQuan Hicks. In addition, the team won the Southland Conference Tournament Championship game and played in the NCAA tournament.

Janelle Perez has been named as the 2012-13 Southland Conference Women’s Basketball Freshman of the Year.

The Northwestern State soccer team is working hard in the off-season both on and off the field. On Saturday, the Lady Demons volunteered as race support for the Running with my Peeps 5k & 1 mile Jelly Bean Jog, hosted by the NSU Middle Lab School Student Council and the Natchitoches Run/Walk Club. Proceeds from the event were used to create scholarships for the Empower Nepali Girls Foundation. The foundation focuses on supporting neglected, marginalized and at-risk girls and young women in Nepal. Scholarships are provided as well as mentoring and career guidance for children who would not have the opportunity to attend school and pursue future careers in medicine, engineering, business, teaching, and other professions.

Southeastern Louisiana University
Jeffrey Milliron was named the Men’s Southland Indoor Track and Field Newcomer of the Year.

Symone Miller was named to the 2012-13 Southland Conference Women’s Basketball All-Academic Team. Miller, a Gonzales native and kinesiology major who carries a 3.58 grade point average, was named to the second team. Miller is the first Lady Lion to earn Southland All-
Academic honors since former Southeastern student-athletes Kristy Carlin and Charinee Mitchell earned spots on the 2008-09 team.

Onochie Ochie was named to the Southland Conference Men’s Basketball All-Academic Team. Ochie, who carried a 3.31 grade point average in Communication, was named to the second-team and was one of three repeat members on the squad joining Gary Stewart of Northwestern State and Desmond Haymon of Stephen F. Austin.

Men’s basketball standouts Brandon Fortenberry and Roosevelt Johnson were each named to the 2012-13 All-Southland Conference Team, first and third team, respectively.

The men’s and women’s track and field teams each claimed first place overall in the MC Twilight Invitational at Mississippi College.

Brandon Fortenberry was one of six Southland Conference players named Tuesday to the 2012-13 National Association of Basketball Coaches (NABC) Division I All-District team, recognizing the nation’s best men’s collegiate basketball student-athletes. Fortenberry, who finished his career earlier this month as the school’s fifth all-time leading scorer (1,348 points), was a first-team District 23 selection.

Paced by a trio of freshmen who each finished in the top 12, the Southeastern Louisiana University golf team finished third overall to complete play on Tuesday at the Bancorp South Intercollegiate at Reunion Golf and Country Club in Madison, Mississippi.

University of Louisiana at Lafayette
ULL Athletic Director, Scott Farmer, who has over a quarter of a century of experience working in intercollegiate athletics including the last three as the director of athletics at the University of Louisiana at Lafayette, has been named to represent the Sun Belt Conference on the NCAA Division I Leadership Council.

The Ragin’ Cajuns golf team overcame extremely tough conditions at the Colonial Country Club in Cordova, Tennessee to finish in second (+35, 899) at Memphis Intercollegiate on Tuesday. “This team has struggled this season, and to finish second in this field gives us some motivation headed into the conference tournament,” head coach Theo Sliman said. “I am extremely proud of the way these young men represented the university. They fought hard in very tough conditions, and because of that I couldn’t be more proud. I think this is just what our team needed to get things going this season.”

Elfrid Payton and Shawn Long were named to the all-district 24 team by the National Association of Basketball Coaches. Payton, a sophomore point guard, was a first team all-district honoree while Long was named to the second team.

On February 14, a group of student-athletes from the Ragin’ Cajuns Athletics Department visited children at Lafayette General Medical Center. The student-athletes’ focus was to attempt to lift the moods of patients who might have missed out on Valentine’s class parties by passing out Valentine’s Day treats. Members of the Student-Athlete Advisory Committee organized the visit to Lafayette General, continuing a tradition of Valentine’s Day visits to patients which began two years ago with a trip to Women’s and Children’s Hospital in Lafayette.
University of Louisiana at Monroe
The ULM men’s basketball team was honored prior to its first round Sun Belt Tournament game as the top academic team in the conference for the 2011-12 season. Sophomore Trey Lindsey was named to the Academic Honor Roll while sophomore Trent Mackey was named to the Commissioner’s list. The award comes just three seasons after the Warhawks were sanctioned by the NCAA for low Academic Progress Rate scores. ULM head coach Keith Richard has completely re-built the program academically in his three seasons.

The S.M. McNaughton Chapter of the National Football Foundation and College Hall of Fame honored Coach Todd Berry as its recipient of the 2012 Outstanding Coach of the Year award.

Allison Knowles captured her first individual medalist honors at the Samford Women’s Intercollegiate in Hoover, Alabama. “I’m so proud and happy for [Knowles] to get her first collegiate win. She’s only a freshman and her future is very bright. It will be fun to watch,” women’s head golf coach Stacy Snider said. As a team, ULM finished second after the host Bulldogs edged the Warhawks in a one-hole playoff.

Head Football Coach, Todd Berry, will serve on the NCAA Football Rules Committee beginning this year until 2017. In January, Berry was also named an American Football Coaches Association Vice-President for the 2013 season.

Bobby Staub, Director of Athletics, has been selected to serve a four-year term on the NCAA Division I Football Issues Committee, effective at the beginning of the 2013 football season. This will be the second NCAA committee on which Staub has served as he served on the NCAA Division I Baseball Committee from 2007-11.

University of New Orleans
New Orleans’ Victor Arroyo will officially go down as the first decathlete in school history after making his way through 10 events en route to a fifth place finish at the Shirley Crowe Combined Events Classic over two days at Rice University. Never before in the history of a UNO program that extends back to the 1980s has the school had an athlete participate in the decathlon which, according to Privateer head coach Ty Sevin, is the “most grueling measure of athleticism in track and field with 10 events over two days.”

New Orleans freshman Matti Mortimore became the top javelin competitor in the nation this season with a throw of 227-11 at the Louisiana Classics. Mortimore’s best mark came on his last throw of the day and topped the previous NCAA season-best of 216-4 established by Southeastern Louisiana’s Derek Hampton in March. All six of the freshman’s throws topped Hampton’s mark.

Members of the golf and volleyball teams along with “Lafitte the Instigator” participated in the “Sports Mania and Wellness Challenge” put on by Jefferson Dollars for Scholars. The event took place at the Jefferson Playground and served as an opportunity to promote healthy minds and healthy bodies to students attending Jefferson Parish public schools.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

JOINT ATHLETIC AND AUDIT COMMITTEE

April 30, 2013

Item F.6. Nicholls State University’s request for approval of its Internal Audit Charter.

EXECUTIVE SUMMARY

The University’s Internal Audit Charter sets forth the purpose, authority, and responsibility of the internal audit activity at Nicholls State University. This charter has been updated and modeled after the ones from the other System institutions that have been previously approved by the Audit Committee.

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 Nicholls State University’s request for approval of its Internal Audit Charter.
April 2, 2013

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

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the April 29-30, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Charter for the Internal Audit Function at Nicholls State University

Thank you for your assistance in this matter.

Sincerely,

[Signature]

Stephen T. Hulbert
President

STH/ad

Attachments

pc: Mr. Larry Howell, Executive Vice President
Dr. Laynie Barrilleaux, Vice President for Academic Affairs
Dr. David Boudreaux, Vice President for Institutional Advancement
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services
Mr. Mike Naquin, Associate Vice President for Finance and CFO
Mr. Mike Davis, Assistant Vice President for Facilities
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
Mrs. Stacy LeJeune, Internal Auditor
NICHOLLS STATE UNIVERSITY

CHARTER FOR THE INTERNAL AUDIT FUNCTION

This charter sets forth the purpose, authority, and responsibility of the internal audit function at Nicholls State University. The charter establishes the internal audit function's position within the University; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.

PURPOSE

The internal audit function at Nicholls State University serves as an independent appraisal function for the University through the examination and evaluation of its activities. The objective of the internal audit function is to assist members of the organization in the effective and efficient performance of their responsibilities. Internal Audit provides analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed.

The members of the organization who are assisted by Internal Audit include those in management and those on the Board of the University of Louisiana System (ULS). Internal auditors owe a responsibility to provide them with information both about the adequacy and effectiveness of the organization's system of internal control and the quality of performance. Information that is provided to each group may differ in format and detail, depending upon the requirements and requests of management and the Board.

The scope of work of Internal Audit is to determine whether the University's network of control, governance processes, and risk management, as designed and represented by management, is adequate and functioning in a manner to ensure:

- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- Employees' actions are in compliance with policies, standards, procedures, and applicable laws and regulations.
- Risks are appropriately identified and managed.
- Resources are acquired economically, used efficiently, and adequately protected.
- Programs, plans, and objectives are achieved.
- Significant legislative or regulatory issues impacting the university are recognized and addressed properly.
- Quality and continuous improvement are fostered in the University's control process.
RESPONSIBILITY

The Internal Audit Department is an integral part of Nicholls State University, reports administratively to the University President, and functions under the policies established by management and the Board. The Internal Audit function also collaborates as needed with the University of Louisiana System Director of Internal Audit. The University’s Director of Internal Audit has responsibility to:

- Develop a flexible annual audit plan and submit it to the University President and the University of Louisiana System Board for approval. The plan will be developed based on risk assessment with input from management, ULS Board members, and ULS Director of Internal and External Audit, regarding areas of concern.
- Implement the annual audit plan, as approved, including any special tasks or projects requested by management.
- Maintain sufficient knowledge, skills, experience, and professional certifications to meet the requirements of the charter.
- Perform consulting services to assist management in meeting its objectives.
- Assist in the investigation of significant suspected fraudulent activities within the University and notify management and the audit committee of its results.
- Consider the scope of work of all external auditors and regulators, for the purpose of providing optimal audit coverage and to avoid the duplication of efforts.
- Submit written and timely reports to the President of the University and appropriate members of management at the conclusion of each engagement to acknowledge satisfactory performance or make recommendations for improvement. A copy of each internal audit report will be forwarded to the ULS Director of Internal and External Audit.
- Conduct investigations as necessary.

AUTHORITY

The Director of Internal Audit is authorized to have complete and timely access to all organizational activities, records, property, and personnel that relate to the function that is being reviewed or audited. The Director will also have direct access to the President of the University and shall present to the President any matter considered to be of sufficient importance to warrant attention or that has been brought to the Internal Audit Director for review. The Director of Internal Audit is not authorized to perform any operational duties, nor initiate or approve accounting transactions, nor direct the activities of any University employee not employed within the Internal Audit department.

Internal audits and reviews do not substitute in any way for nor relieve other employees at the University of the responsibilities that are assigned to them.

STANDARDS OF PRACTICE AND INDEPENDENCE

Nicholls State University Internal Audit Department will be managed in accordance with the general and specific standards for the practice of internal auditing set forth by the Institute of Internal Auditors (IIA). The Director of Internal Audit may also obtain guidance from the Director of Internal and External Audit of ULS, the United States General Accounting Office (GAO), the American Institute of CPAs (AICPA), the Louisiana Society of CPAs (LCPA), the Government Finance Officers Association (GFOA), and the Association of College & University Auditors (ACUA).

Revised April 2013
The Director of Internal Audit is also committed to the guiding principles of independence, integrity, fairness, and objectivity. The Director of Internal Audit should not engage in any actions that could be reasonably interpreted to impair the independence of the auditor.

Approved by Dr. Stephen Hulbert, President, [Signature] on 3/25/13.

Approved by the Board of Supervisors for the University of Louisiana System on ______________.
Item F.7. University of Louisiana System’s report on internal and external audits submitted for the period of February 9 to April 12, 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 February 9 to April 12, 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>1. Internal Audit Fiscal Year 2013 Vault Reconciliations Report. Report dated February 28, 2013.</td>
<td>Internal Audit recommended the following:</td>
<td>Management provided the following:</td>
</tr>
<tr>
<td></td>
<td>• The University’s Deposits and Cash Handling Policy and Procedures should be revised to include procedures for the establishment and administration for vault funds as well as managing cash overage and shortage. The procedure should be provided to all employees with cash handling responsibilities. Also, responsibilities for handling cash should be documented in the employees’ job descriptions (third year).</td>
<td>• These internal procedures will be reviewed, revised if necessary, and submitted to the University’s Policies and Procedures Committee for consideration and approval. The Controller will be responsible for implementing the corrective actions by March 31, 2013.</td>
</tr>
<tr>
<td></td>
<td>• Internal controls should be established, standardized and implemented regarding the receipt of funds (cash, checks, money orders, etcetera) throughout the University.</td>
<td>• The Controller will re-establish the process of University-wide training for handling funds; will standardize, to the extent possible, the process for handling funds; and will make every effort to document ALL locations where funds are received to ensure that each area is compliant with the revised procedures. These procedures will be</td>
</tr>
<tr>
<td>INSTITUTION: Louisiana Tech University Audit/Review Conducted</td>
<td>Findings/Recommendations</td>
<td>Resolution</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>--------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>1. Internal Audit Follow-up Audit of the January 12, 2011 Tech Talk Advertising Revenue and Cash Handling Procedures Audit Report. Report dated March 22, 2013.</td>
<td>Internal Audit noted that 11 of the 12 recommendations have been implemented. The Tech Talk Department should closely monitor past-due accounts and promptly send past-due notices to the clients. Once it appears that collection will not be made, we recommend that the Department work with the Comptroller’s Office in determining if the account should be turned over to an outside collection agency.</td>
<td>The Tech Talk Department will monitor past-due notices on a monthly basis. One month after each billing cycle, past-due notices will be sent to advertising clients from that cycle who have not paid. We will also consult with the Comptroller’s Office to determine how many past-due notices should be sent to recalcitrant advertising clients. When it looks as if payment will not be forthcoming, we will work with the Comptroller’s</td>
</tr>
</tbody>
</table>

Audits in progress include FY 2012 Payroll Process Review and FY 2013 – Student Technology Fee.

documented, and a policy regarding handling of funds will be developed and submitted to the University's Policies and Procedures Committee for approval, to include possible penalties for non-compliance. The Controller will implement these actions by March 31, 2013.

No follow-up required as this audit is conducted annually.
Objective was to determine if management has taken steps to implement the eight recommendations included in the original audit. | Internal Audit noted that seven of the recommendations have been implemented. The IDEA Place should implement the original recommendation although it is understood that some of the duties may overlap because of limited personnel being present in the office at the point of cash collection. As a compensating control, the Interim Director should take a more active role to ensure that all monies are deposited by reconciling deposits to the receipts book and the monthly general ledger. | Effective immediately, the Office Receptionist and Office Coordinator are responsible for collecting cash and writing receipts. In the absence of the Office Receptionist and the Office Coordinator, the Director may assume that responsibility. Deposits will be prepared by the Office Coordinator and submitted for approval by the Director. Each month, the Interim Director will reconcile all validated deposits slips to the supporting documentation (receipt book or cash register tapes) and to the General Ledger. As an additional measure, the Office Coordinator will reconcile the slips and supporting documentation.  
Audits in progress include Athletic Ticket Office Operations and Student Technology Fee. | Office to determine further disposition of the past-due account.  
Internal Audit will follow-up in six months. |
<table>
<thead>
<tr>
<th>INSTITUTION:</th>
<th>Findings/Recommendations</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>McNeese State University</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit/Review Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No reports issued.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audits in progress include</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Follow-up Audit of Athletic Camps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Clinics, and Review of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Autism Program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTITUTION:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nicholls State University</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit/Review Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Internal Audit Follow-up Audit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the June 27, 2012 Fleet Usage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit Report. Report dated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Objective was to determine if</td>
<td></td>
<td></td>
</tr>
<tr>
<td>management has taken steps to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>implement the recommendation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>included in the original audit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audits in progress include</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Technology Fee, Review of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Actions, and Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collections Review.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTITUTION:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northwestern State University</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit/Review Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Internal Audit Follow-up Audit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the September 7, 2012 Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use Fees and Charges Audit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Objective was to determine if</td>
<td></td>
<td></td>
</tr>
<tr>
<td>management has taken steps to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>implement the nine recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>included in the original audit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audits in progress include an IT Audit (Disaster Recovery and Contingency Planning).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INSTITUTION:**  
**Southeastern Louisiana University**  
**Audit/Review Conducted**


The NCAA requires an annual audit of the University Athletic Department. The engagement is referred to as agreed-upon procedures in which the auditor examines certain assertions of management and reports upon any exceptions. The requirement is intended to enhance institutional control over athletic programs.


The objective of the audit was to determine the compliance of the program with Southeastern policies, federal regulations and the grant objectives (as stated in the grant document), and encompassed a review of activity for the federal grant year September 1, 2011 through August 31, 2012.

<table>
<thead>
<tr>
<th>Findings/Recommendations</th>
<th>Resolution</th>
</tr>
</thead>
</table>

The Legislative Auditor noted that the athletic department failed to timely reconcile athletic ticket sales totaling $326,838 for all sports; parking revenues totaling $1,400; and all media guides/program sales totaling $3,781. Although football, basketball, and baseball games started in September 2011, November 2011, and February 2012, respectively, the University did not complete its athletic ticket sales reconciliations until the end of May 2012. No other significant findings were reported by the Legislative Auditors.

Internal Audit recommended that management:

- Construct and enforce written policies and procedures to enhance the application process in the future.
- Update the File Maker Database to match student files.
- It is university policy that “Student employees must clock out when scheduled to be in class. Students cannot work when scheduled to be in class.” In order to abide by this policy, management should request the student’s semester class schedule when the student is hired.
- The People Soft System should be continually updated to reflect the current location of all

The Educational Talent Search Director agreed with the recommendations and outlined detailed plans for corrective action.

Internal Audit will follow-up in six months.
   The purpose of the review was to provide an independent appraisal of football, soccer, and volleyball accountability and related processes; test for compliance with Southeastern Louisiana University policies and procedures related to cash handling; and to determine the adequacy of internal controls.  
   movable property items.  
   - The Southeastern Police Department should be contacted regarding any missing items that cannot be located.  
   No significant findings were noted by Internal Audit.  
   No response or follow-up required.

   Objective was to determine if management has taken steps to implement the two recommendations included in the original audit.  
   Audits in progress include Grants and Student Technology Fee.

| INSTITUTION:  
University of Louisiana at Lafayette  
Audit/Review Conducted | Findings/Recommendations | Resolution |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No reports issued.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTITUTION</td>
<td>University of Louisiana at Monroe</td>
<td>Findings/Recommendations</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Audit/Review Conducted</td>
<td>Internal Audit Report on Review of Weekly Verifications of LaCap Transactions. Report dated February 19, 2013.</td>
<td>No findings were reported.</td>
</tr>
<tr>
<td></td>
<td>Objective was to determine whether the verifications performed by Controller’s Office personnel were adequately documented and the LaCap transactions they tested were properly posted.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The scope of the review was limited to tests of the verifications performed during the week of November 5-9, 2012.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Internal Audit Report on Review of Internal Control Over Parking Permits and Tickets FYE June 30, 2012. Report dated February 22, 2013.</td>
<td>Internal Audit noted the need to: (1) reconcile pre-numbered parking permits, (2) reconcile pre-numbered manual tickets, (3) reconcile parking fines paid as per the Cardinal “Ticke Trak” system with revenues recorded in the SunGard Banner Finance system, (4) install an interface between the Cardinal “Ticke Trak” and SunGard Banner Student systems, (5) ensure that independent approval to void parking tickets is obtained on a timely basis, (6) actively pursue collection of all unpaid parking fines, (7) segregate duties, and (8) prepare detailed written policies and procedures.</td>
</tr>
<tr>
<td></td>
<td>Objective was to determine the adequacy of internal control over the process of issuing parking permits, issuing and voiding parking tickets, and collecting parking fines.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
installed and reconciliation practices will be implemented.

5. University Police and the Parking Committee will implement written policies for appealing and voiding tickets.

6. Formal written procedures will be implemented to collect unpaid fines.

7. Formal written procedures will establish segregation of duties.

8. Formal written procedures will be prepared and implemented.

Internal Audit will follow-up in six months.

Objective was to determine the adequacy of internal control over cash handling.

Internal Audit noted the need to: (1) perform background checks, (2) use three-part consecutively pre-numbered receipt books, (3) issue a receipt for all collections, (4) maintain separate cash drawers or money boxes for each employee who collects cash, (5) include more information on deposit slips, (6) make timely deposits at LaCap, (7) maintain evidence of reconciliation with Banner, and (8) segregate employees’ duties.

Management agreed with the recommendations and outlined the following corrective actions:

1. Criminal Background Check Policy is being rewritten to include the requirement that ALL employees must have a criminal background check run.

2. Three-part consecutively pre-numbered receipt books will be ordered from a reputable printer.

3. Receipts are now being issued for all collections.

4. Separate money boxes will be purchased and used for each employee who handles cash.

5. The current Deposit Slip will be revised to include more detailed information.

6. Deposits are now made within 24 hours of receipt or by the next business day.

7. Records will be maintained showing evidence of reconciliation with Banner.

8. Employees’ duties will be segregated when fiscally possible.

Internal Audit will follow-up in 6 months.

Objective was to determine the adequacy of internal control over cash handling.

Internal Audit noted the need to: (1) obtain approval from the Controller’s Office for all cash collection accounts, (2) perform background checks on employees who handle cash, (3) use a cash register or pre-numbered receipts, (4) safeguard collections from fire or theft, (5) segregate employee’s duties, (6) maintain evidence of reconciliation with Banner, (7) make timely deposits at LaCap, (8) make intact deposits, and (9) prepare detailed written policies and procedures.

In a memorandum, dated March 14, 2013, Mr. Mike Trevathar, Executive Director of Auxiliary Enterprises, outlined the following corrective action plan for which he will be responsible:

1. On March 14, 2013, approval for the cash collection accounts was obtained from the Controller.
2. By March 15, 2013, criminal background checks will be performed on all personnel responsible for cash handling.
3. By April 19, 2013, books of pre-numbered receipts will be obtained and used appropriately.
4. By April 19, 2013, a safe will be moved to the Conference Center manager’s office.
5. Employee’s duties will be segregated and related policies will be revised by March 22, 2013.
6. Monthly cash collections will be reconciled to LaCap deposits and Banner. Procedures will be completed and employees trained by April 5, 2013.
7. Immediately, cash
collections will be deposited at LaCap within 24 hours of receipt or by the next business day and written procedures will be created and implemented by March 29, 2013.
8. By April 29, 2013, existing procedures related to making deposits will be revised.
9. By June 30, 2013, written policies will be created.
Internal Audit will follow-up in six months.

Audits in progress include a Review of Cash Handling at the ULM Conference Center, Student Union, and University House.

INSTITUTION:
University of Louisiana System
Audit/Review Conducted

Findings/Recommendations

Resolution


The System received a clean opinion from the Legislative Auditor and there were no reportable findings relative to internal control or compliance.

No follow-up required; this audit is conducted annually.

Annual audit of the System’s financial operations. The Legislative Auditor conducts a System-wide financial and compliance audit. This report includes all institutions and component units.

No audits in progress.
**INSTITUTION:**
University of New Orleans
Audit/Review Conducted


The objective of this audit was to determine whether the University of New Orleans was in compliance with the University of Louisiana System policy, Personnel Actions, FS.III.II.B,C,D-1. This review covers the reporting of all personnel actions reported to the UL System during December 8, 2011 through June 30, 2012.

<table>
<thead>
<tr>
<th>Findings/Recommendations</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Audit recommended the following:</td>
<td>Management provided the following:</td>
</tr>
<tr>
<td>• The University should strengthen controls over the processing of personnel action forms and ensure each form is properly approved prior to the commencement of duties as stated in Administrative Policy 2.15. In addition, the University should revise Administrative Policy 2.15 to reflect current practices that have changed under the University of Louisiana System.</td>
<td>• Office of Human Resource Management concurred with this observation and recommendation to be implemented October 1, 2013.</td>
</tr>
<tr>
<td>• The University should review the method used to generate the personnel action data for University of Louisiana System reporting. In addition, the University should report personnel actions that were excluded in previous reports to the University of Louisiana System.</td>
<td>• Office of Human Resource Management concurred with this observation and recommendation and has promptly taken corrective action.</td>
</tr>
</tbody>
</table>

Audits in progress include a Review of Athletic Expenditures, Review of Former Athletic Director Activities, and Review of Office of the President.

Internal Audit will follow-up after October 1, 2013.
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>
<tbody>
<tr>
<td>Grambling State University</td>
<td>1. Purchasing Review</td>
<td>8/21/12</td>
<td>5/31/13</td>
</tr>
<tr>
<td></td>
<td>2. Student Financial Aid</td>
<td>10/23/12</td>
<td>6/30/13</td>
</tr>
<tr>
<td></td>
<td>3. Review of Personnel Actions</td>
<td>2/26/13</td>
<td>9/30/13</td>
</tr>
<tr>
<td>Louisiana Tech University</td>
<td>1. Review of Tech Talk Advertising Revenue And Cash Handling Procedures</td>
<td>4/30/13</td>
<td>10/30/13</td>
</tr>
<tr>
<td></td>
<td>2. Review of Cash Handling Procedures for IDEA Place</td>
<td>4/30/13</td>
<td>10/30/13</td>
</tr>
<tr>
<td>McNeese State University</td>
<td>1. Follow-up Audit of Athletic Camps and Clinics</td>
<td>10/27/11</td>
<td>3/31/13</td>
</tr>
<tr>
<td>Nicholls State University</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. University Textbook Adoption &amp; Intellectual Property and Shared Royalties</td>
<td>2/26/13</td>
<td>8/26/13</td>
</tr>
<tr>
<td>Southeastern Louisiana University</td>
<td>1. Review of Educational Talent Search Program</td>
<td>4/30/13</td>
<td>10/30/13</td>
</tr>
<tr>
<td>University of Louisiana at Lafayette</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Louisiana at Monroe</td>
<td>1. Review of Effort Reporting and Overload/ Overtime Earnings</td>
<td>8/26/11</td>
<td>3/1/13</td>
</tr>
<tr>
<td></td>
<td>2. Review of Auxiliary Service Contracts</td>
<td>2/14/12</td>
<td>3/15/13</td>
</tr>
<tr>
<td></td>
<td>3. Review of ULM Lyceum Series</td>
<td>6/18/12</td>
<td>4/1/13</td>
</tr>
<tr>
<td></td>
<td>4. Control over Inventory of Fuel</td>
<td>8/21/12</td>
<td>4/15/13</td>
</tr>
<tr>
<td></td>
<td>5. Intramural Concession Sales and Activity Center Rentals</td>
<td>12/4/12</td>
<td>6/30/13</td>
</tr>
<tr>
<td></td>
<td>6. Cash Handling for Recreational Services</td>
<td>12/4/12</td>
<td>6/30/13</td>
</tr>
<tr>
<td></td>
<td>7. Review of Ticket Reconciliation</td>
<td>2/26/13</td>
<td>8/26/13</td>
</tr>
<tr>
<td></td>
<td>8. Control Over Parking Fines and Tickets</td>
<td>4/30/13</td>
<td>10/30/13</td>
</tr>
<tr>
<td></td>
<td>9. Cash Handling at the Marriage and Family Therapy Clinic</td>
<td>4/30/13</td>
<td>10/30/13</td>
</tr>
<tr>
<td></td>
<td>10. Cash Handling for Rental of University House, Conference Center, and Student Union Building</td>
<td>4/30/13</td>
<td>10/30/13</td>
</tr>
<tr>
<td>University of New Orleans</td>
<td>1. Review of the Office of the President</td>
<td>6/18/12</td>
<td>7/31/13</td>
</tr>
<tr>
<td></td>
<td>2. Review of Student Technology Fees</td>
<td>8/21/12</td>
<td>8/31/13</td>
</tr>
</tbody>
</table>