

FINANCE AND AUDIT COMMITTEE

(Following the Personnel Affairs Committee)

Friday, August 24, 2012

Board of Supervisors' Meeting Room
2nd Floor, J.S. Clark Administration Building
Southern University and A & M College
Baton Rouge, Louisiana

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items
 - a. Fee Increases
 - 1.) Vehicle Registration and Parking Violations, SUBR
 2. Parking, SUSLA
 - b. Repurposing of the Student Athletic Track Fee, SUBR
 - c. Athletics Budget for Fiscal Year 2012-2013
 - 1.) SUSLA
 - 2.) SUBR
 - d. Summer 2012 Tuition Discount/Fee Waivers for Employees and/or Dependents, SUBR
 - e. FY 2012-2013 Operating Budgets
 - 1.) SU and A&M College
 - 2.) SUNO
 - 3.) SUSLA
 - 4.) SULC
 - 5.) SUAREC
 - 6.) SU Board and System
 - 7.) BA-7 #1, Office of Group Benefit Reductions, Systemwide
 - 8.) BA-7 #2, LA GRAD Act Tuition, SUSLA
 - f. Coca Cola Beverage Contract, SUBR
 - g. Use of Pari Mutuel Racing Funds to offset FY 2012-13 budget shortfall, SUAREC
 - h. Amendment to Cox Cable Services Agreement, SUBR
6. Informational Items
 - a. Financial Status Report, as of June 30, 2012, SU System entities
 - b. Report on SU Audit Findings, Systemwide
7. Other Business
8. Adjournment

Members

**Mr. Myron K. Lawson – Chair; Atty. Warren A. Forstall - Vice Chair; Atty. Murphy F. Bell, Jr.,
Atty. Bridget A. Dinvaut, Atty. Walter C. Dumas, Mr. Marc A. Guichard, Mr. Willie E. Hendricks, Dr. Eamon M. Kelly,
Mr. Darren G. Mire - Ex Officio**

Southern University and A & M College
 Comparison of Vehicle Registration and Parking Violations with other Louisiana Universities
 July 6, 2012

	STUDENT VEHICLE REG.	FACULTY VEHICLE REG.	NOT REG. TICKET	HANDI- CAPPED TICKET	WRONG ZONE TICKET	FIRE LANE TICKET	BOOT FEE
SUBR	\$ 25	\$ 25	\$ 30	\$ 150	\$ 30	\$ 30	\$ 50
GSU	\$ 27	\$ 52	\$ 35	\$ 275	\$ 50	\$ 50	N/A
MCNESSE**	\$ 40	\$ 40	\$ 50	\$ 200	\$ 50	\$ 100	\$ 25
TECH	\$ 40	\$ 40	\$ 20	\$ 50	\$ 20	\$ 50	-
SLU	\$ 45	\$ 45	\$ 25	\$ 275	\$ 50	\$ 30	\$ 100
NICHOLLS	\$ 50	\$ 50	\$ 20	\$ 250	\$ 50	\$ 45	\$ 100
ULM	\$ 50	\$ 50	\$ 10	\$ 10	\$ 10	\$ 10	\$ 40
ULL	\$ 100	\$ 100	\$ 20	\$ 300	\$ 20	\$ 20	\$ 100
UNO	\$ 100	\$ 100	\$ 50	\$ 100	\$ 30	\$ 30	\$ 30
LSU	\$ 125	\$ 250	\$ 50	\$ 200	\$ 20	\$ 60	N/A
Average*	\$ 42	\$ 46	\$ 27	\$ 177	\$ 38	\$ 48	\$ 53
Recommended	\$ 45	\$ 45	\$ 30	\$ 200	\$ 30	\$ 50	\$ 50

* Excludes ULL, UNO and LSU.

**McNesse not registered tickets and wrong zone tickets ranges from \$25-\$75. For computation of average \$50 was used.

GSU Does not boot, vehicles towed by private towing company at owner's expense

TECH Does not charge a boot fee

LSU Does not boot, vehicles towed by private towing company at a charge of \$125



SUSLA
SOUTHERN UNIVERSITY - SHREVEPORT, LOUISIANA
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Office of the Chancellor

July 11, 2012

Dr. Ronald Mason, Jr
President
Southern University System
4th Floor, J. S. Clark Administration Building
Baton Rouge, La 70813

Dear Mr. President:

Please find attached a request seeking your endorsement and the authorization required to increase parking fees on the Southern University at Shreveport Louisiana (SUSLA) campus. In keeping with the university's aim to explore alternative parking solutions, and in light of the woefully low market rate currently assessed, it is our hope that you find that this imperative warrants your consideration and favorable approval. If so, I would further request that this action be directed to the Southern University Board of Supervisors for subsequent review and consideration at the next scheduled board meeting.

Thank you in advance for your attention to this matter.

With warm regards,



Ray L. Belton, Ph.D.
Chancellor

RLB/lw



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OFFICE OF FINANCE & ADMINISTRATION

July 10, 2012

Dr. Ray Belton, Chancellor
Southern University at Shreveport
3050 Martin Luther King Jr. Drive
Shreveport, LA 71107

Dear Dr. Belton:

Per your request, I have performed a review of our current parking fees on the Southern University-Shreveport campus.

As you are aware, our parking fee for an entire academic school year is only ten dollars (\$10). Additionally, this fee has not been modified since prior to 1995. These fees have been traditionally used to offset the cost of parking decals, parking enforcement, and minor parking lot repairs.

The University has recently explored various options relative to both surface parking and a possible multi-level parking garage. As the University assessed its financial ability to begin planning such projects, it became painfully evident that an increase in parking fee was inevitable. A survey of institutions of higher education in the state of Louisiana (see attachment) reveals that our parking fee structure is woefully below those of other comparable schools. Based on this survey, I am recommending a twenty dollar (\$20) increase to thirty dollars (\$30) per academic year.

Your approval of this request is solicited. Furthermore, the approval of the System President and Southern University Board of Supervisors is required should you find merit in this proposal.

For questions or concerns, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads 'Ben Pugh'.

Benjamin Pugh
Vice Chancellor for Finance and Administration

BP/lb

Att.

3050 Martin Luther King, Jr. Drive • Shreveport, Louisiana 71107
(318) 670-6000 OR (800) 458-1472 • PHONE: (318) 670-9302 • FAX: (318) 670-6489

www.susla.edu

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Page 2 – Parking Fee Increase
July 10, 2010

Approval:



Dr. Ray L. Belton, Chancellor - SUSLA

Dr. Ronald Mason, President - SUS

SOUTHERN UNIVERSITY AT SHREVEPORT

Schedule of comparable Colleges and Universities Parking Fees

July 10, 2012

Colleges and Universities	Parking Fees per Year
Southern University at Shreveport	\$10
Southern University - Baton Rouge	\$25
Bossier Parish Community College	\$30
Louisiana State University	\$165
Northwestern State University	\$45
University of Louisiana at Monroe	\$50
Xavier University of Louisiana	\$50



**Department of Athletics
Southern University and A&M College
P.O. Box 9942
Baton Rouge, LA 70813**

**(225) 771-2712 Voice
(225) 771-4400 Fax
<http://www.gojagsports.com>**

**To: Patrick Magee
Cc: Chancellor James Llorens
Re: Repurposing of the “Student Athletic Track Fee”
Date: 5/27/12**

For consideration of the Athletic Committee and the Board of Supervisors, I would like to propose that the “Student Athletic Track Fee” be repurposed, effective for the 2012-13 academic year, as the “Student Athletic *Facility* Fee.” The renaming of this fee will provide the Athletic Department and Director of athletics with increased flexibility to make much-needed improvements to the athletic facilities at the Southern University-Baton Rouge campus.

Since 1993-94, the Student Athletic Track Fee has been collected, at the rate of \$/enrolled student/semester, to pay off a \$650,000 track installation at Roscoe Moore/A.W. Mumford. In Spring 2012, it was determined that the final slated collection of the fee in Spring 2013 would be sufficient to pay off the installation in 1994, with a surplus of approximately \$80,000. This surplus will be used to fund, in part, a sorely-needed track surfacing in Summer of 2012 with a 4-6 year surface.

I would like to propose that the Student Athletic Track Fee be renamed the Student Athletic Facility Fee and continue to be collected and purposed for general athletic facility construction/renovation, particularly those required for compliance with NCAA Gender Equity and Title IX compliance. The estimated amount projected for collection in the 2012-13 school year is approximately \$50,000.

**William Broussard, Ph.D.
Director of Athletics
Southern University**

A Division I member of the Southwestern Athletic Conference

Office: 225-771-5930
Cell: 318-663-5700
Fax: 225-771-4400
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Office of the Chancellor

August 6, 2012

Dr. Ronald Mason Jr., President
Southern University System
4th Floor, J. S. Clark Administration Building
Baton Rouge, La 70813

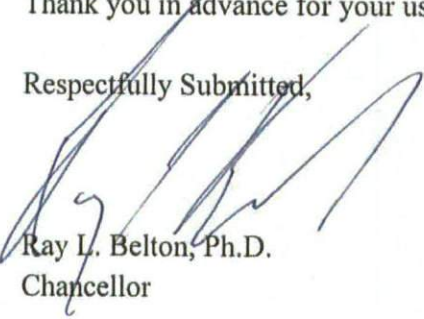
RE: SUSLA Athletics Budgets for Fiscal Year 2012-2013

Dear Dr. Mason:

Please find enclosed the Athletic Budgets for the Southern University at Shreveport Men and Women Basketball Programs. Your review and endorsement is requested. Also, if you find it warrants consideration, it is further desired that this submission be forwarded to the Southern University Board of Supervisors for review at their next scheduled meeting.

Thank you in advance for your usual support.

Respectfully Submitted,



Ray L. Belton, Ph.D.
Chancellor

RLB/lw

Attachment

3050 MARTIN LUTHER KING, JR. DRIVE – SHREVEPORT, LOUISIANA 71107
PHONE: (318) 670-9312 – FAX (318) 670-6374
TOLL FREE: 1-800-458-1472, #9312
WWW.SUSLA.EDU

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MEMORANDUM

DATE: August 3, 2012

TO: Dr. Ray L. Belton
Chancellor

FROM: *Ben* Benjamin Pugh
Vice Chancellor for Fiscal Affairs and Administration

RE: Athletic Budgets Fiscal Year 2012-2013

I am submitting for your review and approval the Athletics Budgets for Fiscal Year 2012-2013.

rw/

Approved
[Signature] 08/06/2012
Countersigned upon
BOS Enclosure A



RECEIVED
S'

AUG 03 2012

VICE CHANCELLOR
FINANCE & ADMINISTRATION

OFFICE OF THE VICE CHANCELLOR FOR STUDENT AFFAIRS

MEMORANDUM

TO: Mr. Benjamin Pugh, Vice Chancellor for Fiscal Affairs

THROUGH: Dr. Sharon F. Green, Vice Chancellor for Student Affairs/Athletic Director *sfG*

FROM: Coach David Francis, Men's Basketball *DF*
Coach Jenone Bell, Women's Basketball *JB*

RE: Athletic Budgets (FY 2012-2013)

DATE: August 3, 2012

Attached for your review are the proposed budgets for the Athletic Department for the coming school year 2012-2013.

Please take a moment to look at the budgets and let us know of any adjustments.

Thank you.

/bfp

Approve

Disapprove

*approved
BFP*

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**SOUTHERN UNIVERSITY AT SHREVEPORT
ATHLETIC BUDGET
2011-2012**

**Men & Women Athletics
161300 8610 9000/161400 8710 9000**

Revenue	Student Fees		\$431,144.00
	Self-Generated Revenue		\$ 000.00
	General Fund Transfer		\$ 000.00
	TOTAL		\$431,144.00
Expenditures			
Function			Budget
Code	Category		Amount
1000	Salary-Unclassified		\$52,000.00
1000	Salary-Classified		3,000.00
1040	Wages		5,390.00
2000	Benefits (30%)		17,850.00
2200	Travel		36,633.00
3000	Operating Services		14,636.00
4000	Operating Supplies		7,660.00
5000	Professional Services		12,075.00
8000	Scholarships		17,000.00
8200	Housing		194,400.00
8200	Meals		70,500.00
	TOTAL		\$431,144.00
	PROJECTED FUND BALANCE		\$000.00

**SOUTHERN UNIVERSITY AT SHREVEPORT
ATHLETIC BUDGET
FY 2012-2013**

**Men Athletics
161300 8610 9000**

Function			Budget
Code	Category		Amount
1000	Salary-Unclassified		\$25,000.00
1000	Salary-Classified		1,000.00
1040	Wages		3,150.00
2000	Benefits (32%)		8,570.00
2200	Travel		18,867.00
3000	Operating Services		7,878.00
4000	Operating Supplies		4,160.00
5000	Professional Services		6,225.00
8000	Scholarships		7,000.00
8200	Housing		97,200.00
8200	Meals		35,250.00
	TOTAL		\$214,300.00

SOUTHERN UNIVERSITY AT SHREVEPORT
ATHLETIC BUDGETS
FY 2012-2013
Men Basketball Budget
161300 8610 9000

FUNCTION CODE	CATEGORY	BUDGET AMOUNT	BUDGET AMOUNT
1000	<u>Salaries</u> Salary-Unclassified-Men's Coach-Part-Time 12 mos.** Classified-1 Secretary-part-time 12 mos.	\$ 25,000.00 1,000.00	\$ 26,000.00
1040	<u>Wages</u> Ticket Seller (1) (15) games (\$30) Concession Worker (1) (15) games (\$30) Clock Keeper (1) (15) games (\$50) Score Keeper (1) (15) games (\$50) Disc Jockey (1) (15) games (\$50) Game Announcer (1) (15) games (\$0) Statistician(1) (15) games (\$0)	\$ 450.00 450.00 750.00 750.00 750.00 0.00 0.00	\$ 3,150.00
2000	<u>Fringe Benefits (32%)</u> Coach-Part-Time Secretary-Part-Time	\$ 8,000.00 320.00	\$ 8,570.00
2200	<u>Travel</u> Bus Driver Away Games Recruitment NJCAA Coaches Conferences LA Coaches Meeting	\$ 4,367.00 13,000.00 500.00 500.00 500.00	\$ 18,867.00
3000	<u>Operating Services</u> Personal Injury Insurance Copier Rental Gasoline & Van Rental NJCAA Annual Membership NJCAA Region XXIII Annual Membership Dues LA Athletic Association of Community Colleges Basketball Recruiting Services	\$ 3,200.00 870.00 2,169.00 799.00 400.00 275.00 165.00	\$ 7878.00
4000	<u>Operating Supplies</u> Office Supplies Concession Athletic Banquet-awards, program paper, decoration food Uniforms-Warm-Up Attire; Practice Gear; t-shirts Basketball Shoes First-Aid Items	\$ 140.00 140.00 240.00 1,500.00 2,000.00 140.00	\$ 4,160.00
5000	<u>Professional Services</u> Assignment Secretary (1) at \$600.00	\$ 600.00	\$ 6,225.00

	Official Referees (3 per game)(\$125)(15 games)	5,625.00	
8000	<u>Scholarships</u> Scholarships	\$ 7,000.00	\$ 7,000.00
8200	<u>Room and Board</u> Housing Meals	\$35,250.00 97,200.00	\$132,450.00
	<u>TOTAL</u>		\$214,300.00

**Note: Employee full-salary is \$47,500 (\$25,000-Athletics-\$22,500-Student Union).

**SOUTHERN UNIVERSITY AT SHREVEPORT
ATHLETIC BUDGET
FY 2012-2013**

**Women Athletics
161400 8710 9000**

Function			Budget
Code	Category		Amount
1000	Salary-Unclassified		\$7,000.00
1000	Salary-Unclassified		20,000.00
1000	Salary-Classified		2,000.00
1040	Wages		2,240.00
2000	Benefits (32%)		9,280.00
2200	Travel		17,766.00
3000	Operating Services		6,758.00
4000	Operating Supplies		3,500.00
5000	Professional Services		5,850.00
8000	Scholarships		10,000.00
8200	Housing		97,200.00
8200	Meals		35,250.00
	TOTAL		\$216,844.00

SOUTHERN UNIVERSITY AT SHREVEPORT
ATHLETIC BUDGETS
FY 2012-2013
Women Basketball Budget
161400 8710 9000

FUNCTION CODE	CATEGORY		BUDGET AMOUNT
1000	<u>Salaries</u>		\$ 29,000.00
	Salary-Unclassified-Women's Coach-Part-Time 12 mos.**	\$ 7,000.00	
	Salary-Unclassified-Women's Asst. Coach-Full-Time 12 mos.	20,000.00	
	Classified-1 Secretary-part-time 12 mos.	2,000.00	
1040	<u>Wages</u>		\$ 2,240.00
	Ticket Seller (1) (\$30 per game) (14 games)	\$ 420.00	
	Concession Worker (1) (\$30 per game) (14 games)	420.00	
	Clock Keeper (1) (\$50 per game) (14 games)	700.00	
	Score Keeper (1) (\$50 per game) (14 games)	700.00	
2000	<u>Fringe Benefits (32%)</u>		\$ 9,280.00
	Coach-Part-Time	\$2,240.00	
	Asst. Coach-Full-Time	6,400.00	
	Secretary-Part-Time	640.00	
2200	<u>Travel</u>		\$17,766.00
	Bus Driver	\$4,614.50	
	Away Games	12,551.50	
	NJCAA Coaches Conferences-Mandatory Meeting	600.00	
3000	<u>Operating Services</u>		\$ 6,758.00
	Personal Injury Insurance	\$ 2,552.00	
	Copier Rental	580.00	
	Gasoline & Van Rental	2,169.00	
	NJCAA Annual Membership	767.00	
	NJCAA Region XXIII Annual Membership Dues	250.00	
	LA Athletic Association of Community Colleges	275.00	
	Basketball Recruiting Services	165.00	
	<u>Operating Supplies</u>		\$ 3,500.00
	Uniforms-Warm-Up Attire; Practice Gear; t-shirts	\$ 1,500.00	
	Basketball Shoes	2,000.00	
5000	<u>Professional Services</u>		\$ 5,850.00
	Assignment Secretary (1) at \$600.00	\$ 600.00	
	Official Referees (3 per game)(\$125)(14games)	5,250.00	
8000	<u>Scholarships</u>		\$10,000.00
	Scholarships	\$10,000.00	
8200	<u>Room and Board</u>		\$132,450.00
	Housing	\$97,200.00	
	Meals	35,250.00	
	TOTAL		\$216,844.00

****Note: Employee full-salary is \$42,000.00 (\$7,000-Athletics-\$35,000.00-State).**



Office of the Chancellor
P. O. Box 9374
[225] 771-5020
FAX [225] 771-2018

August 13, 2012

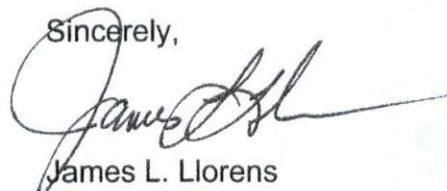
Dr. Ronald Mason, Jr.
President
Southern University System
4th Floor, J.S. Clark Administration Building
Baton Rouge, LA 70813

Dear Dr. Mason:

We are submitting to your office the Intercollegiate Athletics Operating Budget for the 2012-2013 fiscal year for your approval and the approval of the Southern University Board of Supervisors.

Should you have any questions or need additional information, please let me know.

Sincerely,



James L. Llorens
Chancellor

Enclosure

SOUTHERN UNIVERSITY
and A&M College

ATHLETICS
INTERCOLLEGIATE



Operating Budgets
2012-2013

The following forms are the Athletics Intercollegiate Operating Budgets and Personnel Schedules for the fiscal year 2012-2013. The forms are submitted to Dr. James Llorens, Chancellor, and Mr. Flandus McClinton, Vice Chancellor for Finance and Administration.

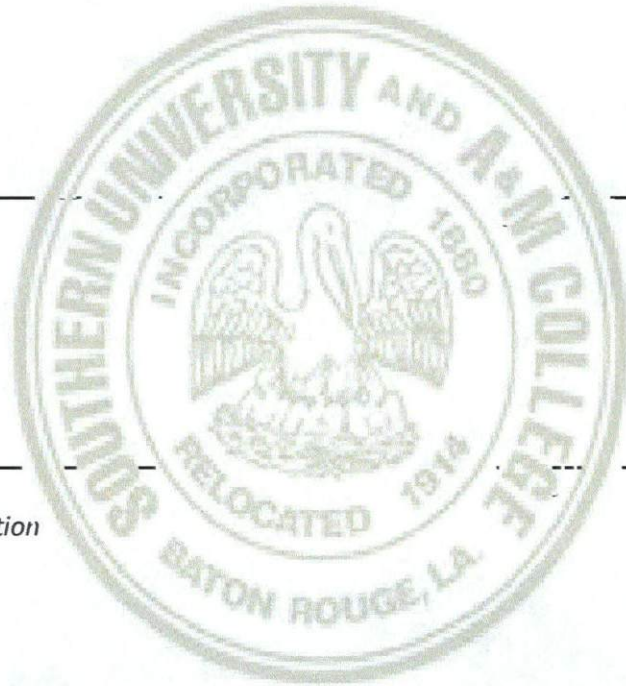
Approvals

Dr. William Broussard
Director of Athletics

Mr. Flandus McClinton, Jr.,
Vice Chancellor for Finance and Administration

Dr. James Llorens,
Chancellor SUBR

Date



Revenues:	2012-13			
Football Ticket Sales	\$	707,700.00		
Basketball Ticket Sales		46,000.00		
Baseball Ticket Sales		12,500.00		
Basketball Tournament Ticket Sales		12,000.00		
Track and Field		2,500.00		
Guarantees:				
Men Basketball		362,500.00		
Women Basketball		62,000.00		
Football		675,000.00		
Volleyball		5,000.00		
Parking		193,000.00		
Concessions		90,000.00		
Bayou Classic (Ticket Sales)		435,000.00		
Student Athletic Fees		2,500,000.00		
Handling Fee		20,000.00		
SWAC		11,000.00		
NCAA		365,000.00		
General Athletics		70,000.00		
Non-Mandatory Transfer		1,200,000.00		
Gender Equity		175,000.00		
Athletic Subsidy		700,000.00		
Corporate Sponsorship		100,000.00		
Go Jags Gear Revenue		10,000.00		
Private Gifts		298,000.00		
Corporate Sponsorship-Baton Rouge Ortho Clinic		46,875.00		
TOTAL REVENUE:				<u>\$ 8,099,075.00</u>

**ATHLETIC ADMINISTRATION
SALARIES**

		Increase or Decrease	
Extra Compensation	\$ 45,000.00		45,000.00
Men Basketball Supplement Salary	66,525.00		66,525.00
Women Basketball Supplement Salary	19,840.00		19,840.00
William Broussard, Athletic Director	115,000.00		115,000.00
Earl Hill, Assistant Athletic Director	80,000.00		80,000.00
Pamela Smith, Associate AD & SWA	50,000.00		50,000.00
Ashante Simms, Head Athletic Trainer	57,500.00		57,500.00
Lauren James-Penn, Assistant Athletic Trainer	34,375.00		34,375.00
Candace St. Julian, Assistant Athletic Trainer	35,000.00		35,000.00
Christopher Jones, Assist. AD for Media Relations	50,000.00		50,000.00
James Smith, Head Cheerleaders Coach	12,000.00		12,000.00
Aretha Hunt, Auxiliary Enterprise Manager	41,100.80		41,100.80
Lealon Castello, Athletics Ground Supervisor	40,000.00		40,000.00
Derek Price, Head Equipment Manager	41,000.00		41,000.00
Corliss Fingers, Head Strengthen/Conditioning Coach	50,000.00		50,000.00
Gabrielle Stafford, Administrative Secretary	38,938.00		38,938.00
Friedsburg Gray, Assistant Equipment Manager	27,000.00		27,000.00
LaKisha Franklin, Asst. Auxiliary Enterprise Mg	25,000.00		25,000.00
Rosalind Smith, Cashier Ticket Office	21,424.00		21,424.00
TOTAL SALARIES			\$ 849,702.80
RELATED BENEFITS			\$ 281,468.14
Sick Leaves, Terminal Pay, etc.	\$ 30,000.00		
Retirees Insurances	30,000.00		
Wages (Game Support & Security Personnel)	320,000.00		
Student Labor	5,000.00		
Travel Athletic Director & Staff	50,000.00		
Post Season Travel	15,000.00		
Band Travel to Atlanta Classic	60,000.00		

Operational Services	440,000.00			
Supplies	376,840.86			
LaCarte Card	5,000.00			
Medical Service	130,000.00			
Professional Services	125,000.00			
TOTAL NON-SALARY				\$ 1,586,840.86

OTHER CHARGES

Scholarships	1,756,000.00			
Course Related Textbook	100,000.00			
Basketball Tournament Tickets Expense	12,000.00			
Donor Deliverables/Gifts	10,000.00			
Prior Year Deficit	249,936.00			
Guarantees	14,000.00			
Bayou Classics	50,000.00			
Merchant Charges	90,000.00			
Audit Fees	9,000.00			
Debts Reserves	25,000.00			

TOTAL OTHER CHARGES				\$ 2,315,936.00
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TOTAL ATHLETIC ADMINISTRATOR (DIRECTOR)				\$ 5,033,947.80
--	--	--	--	------------------------

FOOTBALL

SALARIES			Increase or Decrease	
Lyvonia Mitchell, Head Coach	\$	200,000.00		\$ 200,000.00
Dawson Odums, Defensive Coordinator		60,000.00		\$ 60,000.00
Paul Lounsberry, Assistant Coach		45,500.00		\$ 45,500.00
Elvis Joseph, Assistant Coach		45,000.00		\$ 45,000.00
Chadwick Germany, Assistant Coach		42,000.00		\$ 42,000.00
Jorge Baez, Assistant Coach		41,000.00		\$ 41,000.00
Emanuel Martin, Assistant Coach		40,500.00		\$ 40,500.00
Taddaeus Washington, Assistant Coach		40,500.00		\$ 40,500.00
Myron Jackson, Assistant Coach		40,500.00		\$ 40,500.00
Marty Biagi, Assistant Coach		32,000.00		\$ 32,000.00
Lionel Mitchell, Part-Time Assistant Coach		18,000.00		\$ 18,000.00
Durward Craig, Videographer		12,000.00		\$ 12,000.00
TOTAL SALARIES				\$ 617,000.00
RELATED BENEFITS				\$ 207,312.00
TRAVEL				
Team Competition	\$	240,000.00		
Recruiting		50,000.00		
Equipment Travel		17,000.00		
TOTAL TRAVEL				\$ 307,000.00
SCHOLARSHIPS				\$ 596,454.11
SUPPLIES				\$ 66,400.00
TOTAL FOOTBALL				\$ 1,794,166.11

SOFTBALL				
<u>SALARIES</u>			Increase or Decrease	
Nancy Marshall, Head Coach	\$ 46,200.00	2,800.00	\$ 49,000.00	¹
Mark Mattox, Assistant Coach	31,000.00		31,000.00	
TOTAL SALARIES				\$ 80,000.00
RELATED BENEFITS				\$ 26,880.00
<u>TRAVEL</u>				
Team/Professional	\$ 62,000.00			
Recruiting	\$ 4,000.00			
TOTAL TRAVEL				\$ 66,000.00
SCHOLARSHIP				\$ 121,312.56
SUPPLIES				\$ 7,000.00
TOTAL SOFTBALL				\$ 301,192.56
Note(s):				

¹ Head Coach received a Gender Equity salary increase, which is a requirement of the NCAA Gender Equity Plan to receive certification.

Note(s):

¹ Head Coach received a Gender Equity salary increase, which is a requirement of the NCAA Gender Equity Plan to receive certification.

BOWLING				
<u>SALARIES</u>		Increase or Decrease		
Karen Couvillon, Head Coach	\$ 42,000.00	2,800.00	\$ 44,800.00	¹
Part-time Assistant Coach, TBA	-		-	
TOTAL SALARIES			\$ 42,000.00	
RELATED BENEFITS			\$ 14,112.00	
<u>TRAVEL</u>				
Team/Professional	\$ 22,000.00			
Recruiting	\$ 4,000.00			
TOTAL TRAVEL			\$ 26,000.00	
SCHOLARSHIPS			\$ 50,546.90	
SUPPLIES			\$ 6,500.00	
TOTAL BOWLING			\$ 139,158.90	



Office of the Chancellor
P. O. Box 9374
[225] 771-5020
FAX [225] 771-2018

August 9, 2012

Dr. Ronald Mason, President
Southern University System
J. S. Clark Adm. Bldg.
Baton Rouge, LA 70813

Dear Dr. Mason:

Attached are tuition discounts/fee waivers for the 2012 Summer Session for your approval and the approval of the Board.

Sincerely,

James L. Llorens
Chancellor, SUBR

JLL/swm

xc: Ms. Evola Bates
Ms. Cheryl Dunn

RECEIVED

JUL 19 2012



INCORPORATED 1889 RELOCATED 1914
SOUTHERN
UNIVERSITY

And
Agricultural & Mechanical College

RECEIVED

JUL 18 2012

OFFICE OF THE CHANCELLOR

HUMAN RESOURCES
OFFICE OF THE CHANCELLOR FOR
FINANCE AND ADMINISTRATION
P. O. Box 10400
Baton Rouge, LA 70813

(225) 771-2680
FAX (225) 771-5617
www.subr.edu/humanresources

July 18, 2012

Dr. James Llorens
Chancellor
Office of the Chancellor
Third Floor
J. S. Clark Administration Building
Campus

Subject: Tuition Discount/Fee Waiver

Dear Dr. Llorens:

Pursuant to Board Policy on the above captioned, we are submitting the below figures for the Summer Semester 2012.

<u>CATEGORY</u>	<u>PARTICIPANTS</u>	<u>TUITION DISCOUNT/ FEE WAIVER</u>
Dependents SUBR:	3	\$ 235.50
Staff SUBR:	7	\$ 4,561.00

If you should have any questions, please advise.

Sincerely,

Lester A. Pourciau
Director of Human Resources

LAP/oj
Attachments

DEPENDENTS PARTICIPATING IN TUITION DISCOUNT

<u>DEPENDENT</u>	<u>SS/ID/BANNER #</u>	<u>DISCOUNT AMOUNT</u>	<u>EMPLOYEE</u>	<u>DEPT/BANNER FUND CODE</u>
Franklin, Ephraim *	438-77-0645	84.50	Franklin, Mary	211001/22481
Green, Delilah	438-53-7559	84.50	Thomas, Winston	211001/26354
Kight, Leah	437-85-4919	66.50	Kight, Dawn	211001/22561

STAFF PARTICIPATING IN JOB ENHANCEMENT FEE WAIVER

<u>SUBR STAFF</u>	<u>SS/ID/BANNER #</u>	<u>FEE WAIVER AMOUNT</u>	<u>DEPT/BANNER CODE</u>
Abadie, Justin	S00019910	633.00	225025/22401
Augustus, Josita *	S00016916	665.50	311001/31120
Barton, Tracey	S00018646	665.50	211001/22621
Minor, Shelia *	S00016435	633.00	211001/21057
Roussel, Felicia *	S00018140	633.00	311001/32030
Sims, Rosemary *	S00015730	665.50	211001/26102
Smith, Ethel *	S00017381	665.50	211001/26252

*Reimbursement

STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF PLANNING AND BUDGET REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT NAME: HIGHER EDUCATION
 AGENCY NAME: SU BOARD OF SUPERVISORS
 SCHEDULE NUMBER: 19-615
 SUBMISSION DATE: September 4, 2012
 AGENCY BA-7 NUMBER: 1
 HEAD OF BUDGET UNIT: RONALD MASON, JD
 TITLE: SYSTEM PRESIDENT

FOR OPB USE ONLY
OPB LOG NUMBER
AGENDA NUMBER

SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge):

MEANS OF FINANCING OR EXPENDITURE	BUDGETED FY 2012-13	ADJUSTMENT (+) OR (-)	REVISED FY 2012-13
GENERAL FUND BY:			
DIRECT	\$ 51,475,396	\$ (680,273)	\$ 50,795,123
INTERAGENCY TRANSFERS	1,668,005		1,668,005
FEES & SELF-GENERATED	69,778,513		69,778,513
STATUTORY DEDICATIONS	4,709,182	-	4,709,182
INTERIM EMERGENCY BOARD	-	-	-
FEDERAL	3,654,209	-	3,654,209
TOTAL	\$ 131,285,305	\$ (680,273)	\$ 130,605,032

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
SU BOARD	\$ 2,490,096		\$ (4,413)		\$ 2,485,683	-
SU BATON ROUGE *	76,056,685		(494,118)		75,562,567	-
SU LAW CENTER	12,850,437		(34,993)		12,815,444	-
SU NEW ORLEANS	19,325,835		(54,611)		19,271,224	-
SU SHREVEPORT	12,503,969		(71,987)		12,431,982	-
SU AGRICULTURAL RESEARCH AND EXTENSION CENTER	8,058,283		(20,151)		8,038,132	-
TOTAL	\$ 131,285,305	0	\$ (680,273)	0	\$ 130,605,032	0

Policy and Procedure Memorandum No. 52, Revised, requires that all Request for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?

The reduction in State Funding - Direct is the result of Act 13, Preamble 18D which directed the Commissioner of Administration to reduce funding for group insurance rates. The Board of Regents developed a plan for the distribution of the \$10,280,636 reduction. The amount allocated to the SUS was \$680,273 as reflected in this BA-7.

2. Enter the financial impact of the requested adjustment for the current year and the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	CURRENT YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4
GENERAL FUND BY:					
DIRECT		\$ -	\$ -	\$ -	\$ -
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED					
STATUTORY DEDICATIONS					
INTERIM EMERGENCY BOARD					
FEDERAL					
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

3. If this action requires additional personnel, provide a detailed explanation below:

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

This reduction is legislatively mandated to occur in 2012-13 fiscal year.

5. Is this an after the fact BA-7, e.g., have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.

No

PERFORMANCE IMPACT OF BUDGET ADJUSTMENT

1. Identify and explain the programmatic impact (positive or negative) that will result from the approval of this BA-7.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2010-2011	ADJUSTMENT (+) OR (-)	REVISED FY 2010-2011
				-

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

5. Describe the performance impacts of failure to approve this BA-7. *(Be specific. Relate performance impacts to objectives and performance indicators.)*

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
 PROGRAM NAME: _____

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 51,475,396	\$ (680,273)	\$ 50,795,123	\$ -			
Interagency Transfers	1,668,005	-	1,668,005				
Fees & Self-Generated	69,778,513	-	69,778,513				
Statutory Dedications	4,709,182	-	4,709,182				
Interim Emergency Board	-	-	-				
FEDERAL FUNDS	3,654,209	-	3,654,209				
TOTAL MOF	\$ 131,285,305	\$ (680,273)	\$ 130,605,032	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 66,946,428	\$ -	\$ 66,946,428				
Other Compensation	303,477	-	303,477				
Related Benefits	27,647,076	(680,273)	26,966,803				
Travel	672,465	-	672,465				
Operating Services	14,761,989	-	14,761,989				
Supplies	1,565,708	-	1,565,708				
Professional Services	659,302	-	659,302				
Other Charges	12,016,875	-	12,016,875				
Capital Outlay	-	-	-				
Debt Service	75,542	-	75,542				
Interagency Transfers	5,514,589	-	5,514,589				
Acquisitions	871,792	-	871,792				
Major Repairs	250,062	-	250,062				
UNALLOTTED	-	-	-				
TOTAL EXPENDITURES	\$ 131,285,305	\$ (680,273)	\$ 130,605,032	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
PROGRAM NAME: Board and System Administration

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 6,490,096	\$ (4,413)	\$ 6,485,683	\$ -			
Interagency Transfers	(4,000,000)		(4,000,000)				
Fees & Self-Generated			-				
Statutory Dedications			-				
Interim Emergency Board			-				
FEDERAL FUNDS	-		-				
TOTAL MOF	\$ 2,490,096	\$ (4,413)	\$ 2,485,683	\$ -	\$ -	\$ -	\$ -

EXPENDITURES:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
Salaries	\$ 1,146,575		\$ 1,146,575				
Other Compensation	57,000		57,000				
Related Benefits	360,092	(4,413)	355,679				
Travel	36,413		36,413				
Operating Services	27,500		27,500				
Supplies	74,139		74,139				
Professional Services	23,000		23,000				
Other Charges	200,315		200,315				
Capital Outlay			-				
Debt Service							
Interagency Transfers	525,000		525,000				
Acquisitions			-				
Major Repairs	40,062		40,062				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 2,490,096	\$ (4,413)	\$ 2,485,683	\$ -	\$ -	\$ -	\$ -

OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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POSITIONS	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
 PROGRAM NAME: S.U. at Baton Rouge

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 25,019,128	\$ (494,118)	\$ 24,525,010	\$ -			
Interagency Transfers	5,318,005		5,318,005				
Fees & Self-Generated	43,814,737		43,814,737				
Statutory Dedications	1,904,815		1,904,815				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 76,056,685	\$ (494,118)	\$ 75,562,567	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 36,213,856		\$ 36,213,856				
Other Compensation	168,477		168,477				
Related Benefits	16,428,592	(\$494,118)	15,934,474				
Travel	249,735		249,735				
Operating Services	9,085,365		9,085,365				
Supplies	929,261		929,261				
Professional Services	286,167		286,167				
Other Charges	9,825,267		9,825,267				
Capital Outlay			-				
Interagency Transfers	2,445,430		2,445,430				
Acquisitions	214,535		214,535				
Major Repairs	210,000		210,000				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 76,056,685	\$ (494,118)	\$ 75,562,567	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS

DATE PREPARED: AUGUST 25, 2012

PROGRAM NAME: S.U. Law Center

AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 4,104,628	(\$34,993)	\$ 4,069,635	\$ -			
Interagency Transfers			-				
Fees & Self-Generated	8,537,857		8,537,857				
Statutory Dedications	207,952		207,952				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 12,850,437	\$ (34,993)	\$ 12,815,444	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 7,061,522		\$ 7,061,522				
Other Compensation			-				
Related Benefits	2,570,429	(34,993)	2,535,436				
Travel	117,500		117,500				
Operating Services	1,721,573		1,721,573				
Supplies	147,501		147,501				
Professional Services	85,000		85,000				
Other Charges	377,090		377,090				
Capital Outlay			-				
Interagency Transfers	292,322		292,322				
Acquisitions	477,500		477,500				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 12,850,437	\$ (34,993)	\$ 12,815,444	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS

DATE PREPARED: AUGUST 25, 2012

PROGRAM NAME: S.U. at New Orleans

AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 7,533,947	\$ (54,611)	\$ 7,479,336	\$ -			
Interagency Transfers	100,000		100,000				
Fees & Self-Generated	11,097,420		11,097,420				
Statutory Dedications	594,468		594,468				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 19,325,835	\$ (54,611)	\$ 19,271,224	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 11,301,342		\$ 11,301,342				
Other Compensation			-				
Related Benefits	4,583,184	(54,611)	4,528,573				
Travel	17,190		17,190				
Operating Services	1,716,561		1,716,561				
Supplies	120,000		120,000				
Professional Services	156,652		156,652				
Other Charges	776,410		776,410				
Capital Outlay			-				
Interagency Transfers	644,496		644,496				
Acquisitions	10,000		10,000				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 19,325,835	\$ (54,611)	\$ 19,271,224	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS

DATE PREPARED: AUGUST 25, 2012

PROGRAM NAME: S.U. at Shreveport

AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 5,730,604	\$ (71,987)	\$ 5,658,617	\$ -			
Interagency Transfers	250,000		250,000				
Fees & Self-Generated	6,328,499		6,328,499				
Statutory Dedications	194,866		194,866				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 12,503,969	\$ (71,987)	\$ 12,431,982	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 6,886,214		\$ 6,886,214				
Other Compensation			-				
Related Benefits	2,471,186	(71,987)	2,399,199				
Travel	23,000		23,000				
Operating Services	1,696,653		1,696,653				
Supplies	89,757		89,757				
Professional Services	55,233		55,233				
Other Charges	470,507		470,507				
Capital Outlay			-				
Debt Service	75,542		75,542				
Interagency Transfers	680,580		680,580				
Acquisitions	55,297		55,297				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 12,503,969	\$ (71,987)	\$ 12,431,982	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS

DATE PREPARED: AUGUST 25, 2012

PROGRAM NAME: S.U. Agricultural Research & Extension Center

AGENCY BA-7 NUMBER: 1

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 2,596,993	\$ (20,151)	\$ 2,576,842	\$ -			
Interagency Transfers			-				
Fees & Self-Generated			-				
Statutory Dedications	1,807,081		1,807,081				
Interim Emergency Board			-				
FEDERAL FUNDS	3,654,209		3,654,209				
TOTAL MOF	\$ 8,058,283	\$ (20,151)	\$ 8,038,132	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 4,336,919		\$ 4,336,919				
Other Compensation	78,000		78,000				
Related Benefits	1,233,593	(20,151)	1,213,442				
Travel	228,627		228,627				
Operating Services	514,337		514,337				
Supplies	205,050		205,050				
Professional Services	53,250		53,250				
Other Charges	367,286		367,286				
Capital Outlay			-				
Interagency Transfers	926,761		926,761				
Acquisitions	114,460		114,460				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 8,058,283	\$ (20,151)	\$ 8,038,132	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF PLANNING AND BUDGET
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

DEPARTMENT NAME: HIGHER EDUCATION
 AGENCY NAME: SU BOARD OF SUPERVISORS
 SCHEDULE NUMBER: 19-615
 SUBMISSION DATE: September 4, 2012
 AGENCY BA-7 NUMBER: **2**
 HEAD OF BUDGET UNIT: RONALD MASON, JD
 TITLE: SYSTEM PRESIDENT

FOR OPB USE ONLY
OPB LOG NUMBER
AGENDA NUMBER

SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge):

MEANS OF FINANCING OR EXPENDITURE	BUDGETED FY 2012-13	ADJUSTMENT (+) OR (-)	REVISED FY 2012-13
GENERAL FUND BY:			
DIRECT	\$ 50,795,123	\$ -	\$ 50,795,123
INTERAGENCY TRANSFERS	1,668,005		1,668,005
FEES & SELF-GENERATED	69,778,513	729,919	70,508,432
STATUTORY DEDICATIONS	4,709,182	-	4,709,182
INTERIM EMERGENCY BOARD	-	-	-
FEDERAL	3,654,209	-	3,654,209
TOTAL	\$ 130,605,032	\$ 729,919	\$ 131,334,951

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
SU BOARD	\$ 2,485,683				\$ 2,485,683	-
SU BATON ROUGE *	75,562,567				75,562,567	-
SU LAW CENTER	12,815,444				12,815,444	-
SU NEW ORLEANS	19,271,224				19,271,224	-
SU SHREVEPORT	12,431,982		729,919		13,161,901	-
SU AGRICULTURAL RESEARCH AND EXTENSION CENTER	8,038,132		-		8,038,132	-
TOTAL	\$ 130,605,032	0	\$ 729,919	0	\$ 131,334,951	0

Policy and Procedure Memorandum No. 52, Revised, requires that all Request for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?

The approval of this BA-7 will increase the spending authority for Southern University at Shreveport as a result of a 10% tuition increase as allowed when meeting GRAD Act performance criteria.

2. Enter the financial impact of the requested adjustment for the current year and the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	CURRENT YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4
GENERAL FUND BY:					
DIRECT		\$ -	\$ -	\$ -	\$ -
INTERAGENCY TRANSFERS					
FEES & SELF-GENERATED					
STATUTORY DEDICATIONS					
INTERIM EMERGENCY BOARD					
FEDERAL					
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

3. If this action requires additional personnel, provide a detailed explanation below:

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

Increased tuition will be collected in the current year.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.

No

PERFORMANCE IMPACT OF BUDGET ADJUSTMENT

1. Identify and explain the programmatic impact (positive or negative) that will result from the approval of this BA-7.
 Additional funds will be used to offset cuts in State funding.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2010-2011	ADJUSTMENT (+) OR (-)	REVISED FY 2010-2011
				-

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

Funds will be used for operating expenses and offset increases in unfunded mandated costs.

5. Describe the performance impacts of failure to approve this BA-7. *(Be specific. Relate performance impacts to objectives and performance indicators.)*

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS

DATE PREPARED: AUGUST 25, 2012

PROGRAM NAME:

AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 50,795,123	\$ -	\$ 50,795,123	\$ -			
Interagency Transfers	1,668,005	-	1,668,005				
Fees & Self-Generated	69,778,513	729,919	70,508,432				
Statutory Dedications	4,709,182	-	4,709,182				
Interim Emergency Board	-	-	-				
FEDERAL FUNDS	3,654,209	-	3,654,209				
TOTAL MOF	\$ 130,605,032	\$ 729,919	\$ 131,334,951	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 66,946,428	\$ -	\$ 66,946,428				
Other Compensation	303,477	-	303,477				
Related Benefits	26,966,803	147,445	27,114,248				
Travel	672,465	-	672,465				
Operating Services	14,761,989	-	14,761,989				
Supplies	1,565,708	-	1,565,708				
Professional Services	659,302	-	659,302				
Other Charges	12,016,875	582,474	12,599,349				
Capital Outlay	-	-	-				
Debt Ser	75,542		75,542				
Interagency Transfers	5,514,589	-	5,514,589				
Acquisitions	871,792	-	871,792				
Major Repairs	250,062	-	250,062				
UNALLOTTED	-	-	-				
TOTAL EXPENDITURES	\$ 130,605,032	\$ 729,919	\$ 131,334,951	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
PROGRAM NAME: Board and System Administration

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 6,485,683		\$ 6,485,683	\$ -			
Interagency Transfers	(4,000,000)		(4,000,000)				
Fees & Self-Generated			-				
Statutory Dedications			-				
Interim Emergency Board			-				
FEDERAL FUNDS	-		-				
TOTAL MOF	\$ 2,485,683	\$ -	\$ 2,485,683	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 1,146,575		\$ 1,146,575				
Other Compensation	57,000		57,000				
Related Benefits	355,679		355,679				
Travel	36,413		36,413				
Operating Services	27,500		27,500				
Supplies	74,139		74,139				
Professional Services	23,000		23,000				
Other Charges	200,315		200,315				
Capital Outlay			-				
Debt Ser							
Interagency Transfers	525,000		525,000				
Acquisitions			-				
Major Repairs	40,062		40,062				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 2,485,683	\$ -	\$ 2,485,683	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
 PROGRAM NAME: S.U. at Baton Rouge

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 24,525,010		\$ 24,525,010	\$ -			
Interagency Transfers	5,318,005		5,318,005				
Fees & Self-Generated	43,814,737		43,814,737				
Statutory Dedications	1,904,815		1,904,815				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 75,562,567	\$ -	\$ 75,562,567	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 36,213,856		\$ 36,213,856				
Other Compensation	168,477		168,477				
Related Benefits	15,934,474		15,934,474				
Travel	249,735		249,735				
Operating Services	9,085,365		9,085,365				
Supplies	929,261		929,261				
Professional Services	286,167		286,167				
Other Charges	9,825,267		9,825,267				
Capital Outlay			-				
Interagency Transfers	2,445,430		2,445,430				
Acquisitions	214,535		214,535				
Major Repairs	210,000		210,000				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 75,562,567	\$ -	\$ 75,562,567	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
 PROGRAM NAME: S.U. Law Center

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 4,069,635		\$ 4,069,635	\$ -			
Interagency Transfers			-				
Fees & Self-Generated	8,537,857		8,537,857				
Statutory Dedications	207,952		207,952				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 12,815,444	\$ -	\$ 12,815,444	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 7,061,522		\$ 7,061,522				
Other Compensation			-				
Related Benefits	2,535,436		2,535,436				
Travel	117,500		117,500				
Operating Services	1,721,573		1,721,573				
Supplies	147,501		147,501				
Professional Services	85,000		85,000				
Other Charges	377,090		377,090				
Capital Outlay			-				
Interagency Transfers	292,322		292,322				
Acquisitions	477,500		477,500				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 12,815,444	\$ 0	\$ 12,815,444	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
PROGRAM NAME: S.U. at New Orleans

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 7,479,336		\$ 7,479,336	\$ -			
Interagency Transfers	100,000		100,000				
Fees & Self-Generated	11,097,420		11,097,420				
Statutory Dedications	594,468		594,468				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 19,271,224	\$ -	\$ 19,271,224	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 11,301,342		\$ 11,301,342				
Other Compensation			-				
Related Benefits	4,528,573		4,528,573				
Travel	17,190		17,190				
Operating Services	1,716,561		1,716,561				
Supplies	120,000		120,000				
Professional Services	156,652		156,652				
Other Charges	776,410		776,410				
Capital Outlay			-				
Interagency Transfers	644,496		644,496				
Acquisitions	10,000		10,000				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 19,271,224	\$ -	\$ 19,271,224	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
PROGRAM NAME: S.U. at Shreveport

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 5,658,617		\$ 5,658,617	\$ -			
Interagency Transfers	250,000		250,000				
Fees & Self-Generated	6,328,499	729,919	7,058,418				
Statutory Dedications	194,866		194,866				
Interim Emergency Board			-				
FEDERAL FUNDS			-				
TOTAL MOF	\$ 12,431,982	\$ 729,919	\$ 13,161,901	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 6,886,214		\$ 6,886,214				
Other Compensation			-				
Related Benefits	2,399,199	147,445	2,546,644				
Travel	23,000		23,000				
Operating Services	1,696,653		1,696,653				
Supplies	89,757		89,757				
Professional Services	55,233		55,233				
Other Charges	470,507	582,474	1,052,981				
Capital Outlay			-				
Debt Service	75,542		75,542				
Interagency Transfers	680,580		680,580				
Acquisitions	55,297		55,297				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 12,431,982	\$ 729,919	\$ 13,161,901	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

PROGRAM LEVEL REQUEST FOR BUDGET ADJUSTMENT

AGENCY NAME: SU BOARD OF SUPERVISORS
PROGRAM NAME: S.U. Agricultural Research & Extension Center

DATE PREPARED: AUGUST 25, 2012
 AGENCY BA-7 NUMBER: 2

MEANS OF FINANCING:	CURRENT EOB	REQUESTED ADJUSTMENT	REVISED EOB	OUTYEAR PROJECTIONS			
				YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
GENERAL FUND BY:							
Direct	\$ 2,576,842		\$ 2,576,842	\$ -			
Interagency Transfers			-				
Fees & Self-Generated			-				
Statutory Dedications	1,807,081		1,807,081				
Interim Emergency Board			-				
FEDERAL FUNDS	3,654,209		3,654,209				
TOTAL MOF	\$ 8,038,132	\$ -	\$ 8,038,132	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:							
Salaries	\$ 4,336,919		\$ 4,336,919				
Other Compensation	78,000		78,000				
Related Benefits	1,213,442		1,213,442				
Travel	228,627		228,627				
Operating Services	514,337		514,337				
Supplies	205,050		205,050				
Professional Services	53,250		53,250				
Other Charges	367,286		367,286				
Capital Outlay			-				
Interagency Transfers	926,761		926,761				
Acquisitions	114,460		114,460				
Major Repairs			-				
UNALLOTTED			-				
TOTAL EXPENDITURES	\$ 8,038,132	\$ -	\$ 8,038,132	\$ -	\$ -	\$ -	\$ -
OVER (OR UNDER)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POSITIONS							
Classified			0				
Unclassified			0				
TOTAL POSITIONS	0	0	0	0	0	0	0

SOUTHERN UNIVERSITY SYSTEM



SPECIAL MEALS AND MISCELLANEOUS TRAVEL BUDGET

FISCAL YEAR 2012-2013

Higher Education
Special Meals and Miscellaneous Travel Budget
Fiscal Year Ending June 30, 2013

Name of Institution: Southern University System
System Administration

Contact Person: Kevin Appleton
Vice President for Finance and
Business Affairs and Comptroller

Telephone Number: (225) 771-5550

The accompanying forms, statements, and explanations, comprised of 2 pages, numbered 1 to 2, have been approved by me. I hereby certify that the statements and figures on the accompanying forms are true and correct to the best of my knowledge. I further certify that all positions listed on this budget are vital to the program and mission of the institution.


Signature

Dr. Ronald Mason, Jr.
Name

President of the Southern University System
Title

FORM BOR-1
REVENUE/EXPENDITURE DATA

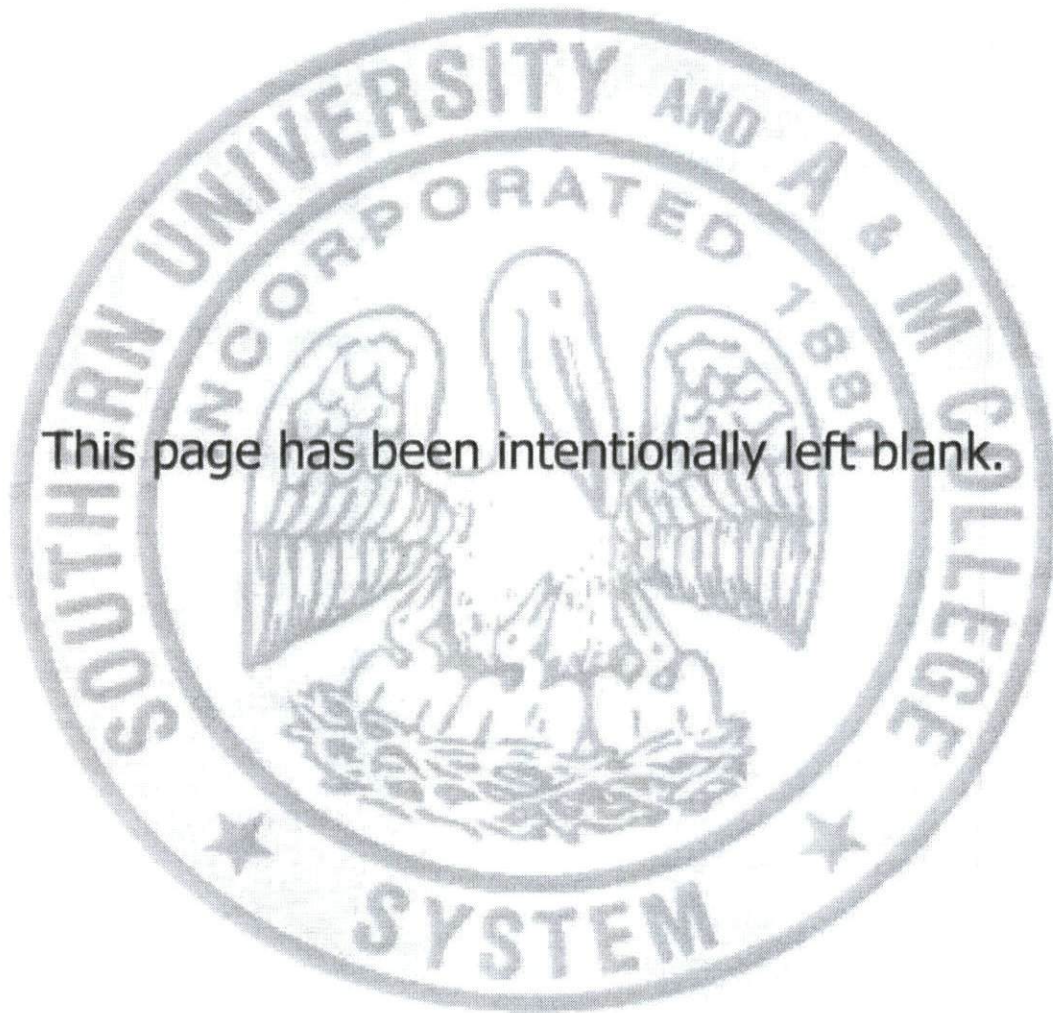
INSTITUTION: SOUTHERN UNIVERSITY SYSTEM

REVENUE/EXPENDITURE	BUDGETED 2011-2012	BUDGETED 2012-2013	2012-2013 OVER/UNDER 2011-2012	% CHANGE
REVENUE BY SOURCE:				
STATE FUNDS:				
FORMULA				
NON-FORMULA				
OTHER				
DUE FROM BOARD OF REGENTS				
REAPPROPRIATED DESEG				
TOTAL STATE FUNDS				
FEDERAL FUNDS				
INTER-INSTITUTIONAL				
SELF-GENERATED FUNDS	\$ 240,000	\$ 115,000	\$ (125,000)	-52.08%
TOTAL REVENUE	\$ 240,000	\$ 115,000	\$ (125,000)	-52.08%
EXPENDITURE BY FUNCTION:				
INSTRUCTION				
RESEARCH				
PUBLIC SERVICE				
ACADEMIC SUPPORT				
TOTAL R.I.R.A.	-	-	-	-
STUDENT SERVICES				
INSTITUTIONAL SERVICES	\$ 240,000	\$ 175,000	\$ (65,000)	-27.08%
SCHOLARSHIPS/FELLOWSHIPS				
TOTAL G.A.G.E.	240,000	175,000	(65,000)	-27.08%
LIBRARY				
PLANT OPERATION/MAINTENANCE				
TOTAL E&G EXPENDITURES	\$ 240,000	\$ 175,000	\$ (65,000)	-27.08%
DEBT SERVICE				
INTERAGENCY TRANSFERS				
REVENUE/EXPENDITURES				
OTHER				
TOTAL EXPENDITURES BY FUNCTION	\$ 240,000	\$ 175,000	\$ (65,000)	-27.08%
EXPENDITURE BY OBJECT:				
SALARIES	\$ -	\$ -	\$ -	0.00%
OTHER COMPENSATION	-	-	-	0.00%
RELATED BENEFITS	-	-	-	0.00%
TOTAL PERSONAL SERVICES	-	-	-	0.00%
TRAVEL	19,000	10,000	(9,000)	-47.37%
OPERATING SERVICES	17,000	22,000	5,000	29.41%
SUPPLIES	204,000	78,000	(126,000)	-61.76%
PROFESSIONAL SERVICES	-	5,000	5,000	100.00%
OTHER CHARGES	-	-	-	0.00%
ACQUISITIONS	-	-	-	0.00%
MAJOR REPAIRS	-	-	-	0.00%
SCHOLARSHIPS	-	-	-	0.00%
TOTAL EXPENDITURES BY OBJECT	\$ 240,000	\$ 115,000	\$ (125,000)	-52.08%

**SOUTHERN UNIVERSITY SYSTEM
SPECIAL MEALS AND MISCELLANEOUS TRAVEL BUDGET
FISCAL YEAR 2012-2013**

ACCOUNT NUMBER	ACCOUNT NAME	ALLOTMENT	FY 2012-13 BUDGET	FUNDING SOURCE			
				ACCOUNT INFORMATION	TOTAL		
1-921001-1101	BOARD OF SUPERVISORS	Travel	\$ -	02-3-16002	\$ 40,000		
		Supplies	40,000				
		TOTAL BUDGET	\$ 40,000				
	SYSTEM PRESIDENT	Travel	\$ -		\$ -		
		Supplies	-				
		TOTAL BUDGET	\$ -				
	CHANCELLOR-SUBR	Travel	\$ -		\$ -		
		Supplies	-				
		TOTAL BUDGET	\$ -				
	CHANCELLOR-SULC	Travel	\$ -		\$ -		
		Supplies	-				
		TOTAL BUDGET	\$ -				
04-6-35003	CHANCELLOR-SUNO	Travel	\$ 5,000	04-3-16000	\$ 30,000		
		Operating Services *	10,000				
		Supplies	15,000				
		TOTAL BUDGET	\$ 30,000				
05-6-35008	CHANCELLOR-SUSLA	Travel	\$ 5,000	05-3-16300	\$ 45,000		
		Operating Services *	12,000				
		Supplies	23,000				
		Professional Services *	5,000				
		TOTAL BUDGET	\$ 45,000				
	CHANCELLOR-SUAREC	Travel	\$ -		\$ -		
		Supplies	-				
		TOTAL BUDGET	\$ -				
	TOTAL ALL BUDGETS	Travel	\$ 10,000	02-3-16002	\$ 40,000		
		Operating Services *	22,000			04-3-16000	30,000
		Supplies	78,000			05-3-16300	45,000
		Professional Services	5,000				-
		GRAND TOTAL	\$ 115,000				\$ 115,000

* Associated with special meals



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BEVERAGE AGREEMENT

BY AND BETWEEN

**BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

AND

COCA-COLA BOTTLING COMPANY UNITED-GULF COAST, LLC

APRIL 12, 2012

*BI Approval
8/24/12*

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Exhibit 7.02	Vending Commission Rates
Exhibit 14.01	Other Benefits to Donor

BEVERAGE AGREEMENT

This Beverage Agreement ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between the BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting through and on behalf of SOUTHERN UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE AT BATON ROUGE, ("SU" or the "University"), and COCA-COLA BOTTLING COMPANY UNITED-GULF COAST, LLC, a Delaware limited liability company, authorized to do and doing business in the State of Louisiana ("Donor").

WITNESSETH

WHEREAS, Donor desires to obtain from SU certain nonexclusive rights relating to the sale of Donor's products marketed under trademarks or brand names owned by or authorized for use by Donor on SU's Campus;

WHEREAS, Donor desires to obtain from SU certain rights related to the use by Donor of the trademarks, trade names, and images of SU in connection with the promotion, marketing, and sale of Donor's beverage products;

WHEREAS, Donor agrees to make a gift to SU of a marquee sign described by Exhibit "A" hereto which will promote Donor's products and SU activities at a cost to Donor in excess of \$50,000.00;

WHEREAS, SU wishes to accept such gift which will promote SU activities in the areas of athletic, student and other SU events;

WHEREAS, Donor, simultaneously with the execution of this Agreement, has entered into that certain Sponsorship Agreement with the Southern University System Foundation concerning the sponsorship by Donor of certain of the activities of SUSF;

WHEREAS, SU wishes to enter into this Agreement for the additional purposes of maximizing SU's revenues from beverage sales, controlling costs, and providing exceptional beverage services to the University and its students; and

WHEREAS, SU is vested with the authority to grant to Donor the promotional, license, and product availability rights described herein with respect to the Campus of SU (all as hereinafter defined) and is willing to do so for the consideration stated herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows under the authority of R. S. 39:1615. D.:

Article I. DEFINITIONS

Section 1.01 Definitions Used in the Agreement.

As used in this Agreement, the terms set forth below shall be defined as follows:

(a) "Agreement" means this Beverage Agreement, all exhibits, schedules attached hereto and any other agreement, certificate, or instrument executed pursuant to this Beverage Agreement.

(b) "Annual Cash Payment" has the meaning given in Section 4.01 below.

(c) "Aramark" means Aramark Educational Services, Inc., a Delaware corporation.

(d) "Aramark Lease" means that certain Lease between SU and Aramark dated _____ with respect to food and beverage facilities and services on the Campus.

(e) "Bankruptcy Law" means Title 11 of the United States Code or any successor or other federal or state insolvency law.

(f) "Business Days" means all days of the year except Saturdays, Sundays, SU, State of Louisiana, or federal holidays.

(g) "Campus" means all facilities, buildings, and grounds owned or operated by SU at its Baton Rouge campus, including without limitation any and all of SU's athletic facilities (including without limitation press boxes, player's benches, and locker rooms), business offices, student facilities, further including without limitation residence halls, University apartments, classrooms, restaurants, concession stands, vending locations, snack bars, convenience stores and dining halls in any and all buildings or facilities which currently exist or may be acquired or constructed during the Term.

(h) "Campus Signage" shall mean the Donation (as defined below) and the existing marquee sign referred to in Section 3.03 below, collectively.

(i) "Claims" has the meaning given in Section 11.01 below.

(j) "Concessionaire(s)" means each, and collectively all, third parties, corporate or individual, public or private, who are authorized or allowed to sell or serve beverages within the Product Categories or authorized or allowed to operate a beverage outlet or service or Facility on Campus which serves or sells beverages within the Product Categories at any time during the Term, including without limitation Aramark Educational Services, Inc.

(k) "Donation" shall mean the marquee sign provided and installed by Donor, together with all assignable manufacturer's warranties, and donated to SU and as described by Exhibit "A" hereto.

- (l) "Donor" has the meaning given in the first paragraph of this Agreement.
- (m) "Donor Parties" means, collectively Donor, its directors, officers, employees, agents, successors and assigns.
- (n) "Donor's Products" means all of Donor's beverage products within the Product Categories that are manufactured, distributed, sold or marketed by Donor.
- (o) "Effective Date" means April 12, 2012.
- (p) "Equipment" means equipment associated with the vending and/or dispensing of Products on the Campus under this agreement.
- (q) "Facility" means every sales outlet or location on the Campus where beverages in the Product Categories are sold or served, including without limitation any such outlet located in any and all of SU's athletic facilities (including without limitation press boxes, player's benches, and locker rooms), residence halls, University apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls in any and all buildings or facilities on the Campus which currently exist or may be acquired or constructed during the Term, but not including vending machine locations.
- (r) "Gross Sales" means the total vending Equipment sales for Donor's Products on Campus paid in cash or by debit card, including sales taxes, but not including refunds paid to purchasers.
- (s) "Inconsequential Signage" has the meaning given in Section 5.11 below.
- (t) "Law" means the law of the United States of America, the State of Louisiana, the State's political subdivisions, and any municipalities affecting this Agreement.
- (u) "License" has the meaning given in Section 5.01 below.
- (v) "Official Slogans" means the statements described in Exhibit 5.01(b).
- (w) "Party" or "Parties" means the Donor and/or SU.
- (x) "Person" means any natural person, individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, limited liability partnership, governmental authority or entity, or any other legal entity or business or investment enterprise.
- (y) "Product Categories" means any and all non-alcoholic beverages including without limitation carbonated and noncarbonated beverages, water, 100 percent juices, less than 100 percent juices, and fruit punches, cold tea products, isotonic and non-isotonic sports drinks, but excluding dairy milk and freshly brewed coffee.

(z) "Promotional Items" means items for consumer use upon which any SU Trademarks or SU Images appear and which are distributed by Donor under the License.

(aa) "Proprietary Materials" has the meaning given in Section 14.02 below.

(bb) "SU" has the meaning given in the first paragraph of this Agreement.

(cc) "SU Images" means the photographs, images, film clips and other footage of SU and certain lyrics and tunes owned by and associative of SU, but only to the extent that they are in the possession of and owned by or controlled, now or during the Term, by SU, but specifically not including any of SU's interest in those SU Images not wholly owned by SU and related exclusively and solely with the Bayou Classic football game, including without limitation the words, "Bayou Classic."

(dd) "SU Parties" means collectively SU, its directors, officers, employees, agents, successors and assigns.

(ee) "SU Trademarks" means the trade names, trademarks, service marks, designs, colors, insignia, artwork and other related proprietary images owned by or controlled, now or during the Term, by SU, but specifically not including any of SU's interest in those SU Trademarks not wholly owned by SU and related exclusively and solely with the Bayou Classic football game, including without limitation the words, "Bayou Classic."

(ff) "Southern University System Foundation" or "SUSF" means the Southern University System Foundation, a Louisiana not-for-profit corporation, whose mission is support of the athletic programs of the University.

(gg) "SUSF Agreement" has the meaning given in Section 2.03 below.

(hh) "Term" has the meaning given in Section 2.01 below.

(ii) "University" has the meaning given in the first paragraph of this Agreement.

Article II. TERM; OTHER AGREEMENTS

Section 2.01 Term of the Agreement.

This Agreement commences on the Effective Date and all the terms, provisions, covenants and conditions hereof shall be binding upon the parties as of such date. Unless terminated earlier pursuant to ARTICLE IX below, this Agreement will expire on the tenth (10th) anniversary of the Effective Date (the "Term"), except that the terms of Section 14.18 shall expire as set forth in such Section.

Section 2.02 Prior Agreements.

This Agreement is intended to supersede any prior agreement between the Parties hereto concerning the subject matter of this Agreement. Accordingly, any such existing agreement is hereby terminated to the extent that such agreement affects the subject matter of this Agreement, effective as of the Effective Date.

Section 2.03 Related Agreements.

Notwithstanding Section 2.02 above, SU acknowledges that simultaneously with the execution of this Agreement, Donor has entered into that certain Sponsorship Agreement (the "SUSF Agreement") with the Southern University System Foundation, which, among other things, provides, in exchange for certain payments by Donor, for advertising rights on certain signage located on Campus but owned by SUSF. SU acknowledges that it has entered into that certain Cooperative Endeavor Agreement between SU and SUSF dated January 25, 2002, a copy of which was provided to Donor by SU. SU agrees that to the extent that the SUSF has granted Donor rights and benefits of any nature or type in the SUSF Agreement which SUSF is not authorized or able to grant to Donor, but SU is authorized or able to so grant, SU hereby grants to Donor such rights and benefits set forth in the SUSF Agreement, subject to all terms and conditions set forth in such agreement.

Article III. DONATION

Section 3.01 Conveyance of Donation.

As soon as the Donation can be manufactured and delivered its manufacturer, Donor agrees to transfer and convey in full ownership the Donation to SU upon written acceptance by SU of Donation and satisfactory installation of Donation. Notwithstanding anything to the contrary herein, SU shall be responsible at its cost and expense: (i) to provide utilities and appropriate data lines to the site where the Donation is to be installed / constructed (the "Donation Site") and (ii) for all soil conditions and other unusual construction conditions at the Donation Site.

Section 3.02 Value and Use of Donation.

Donor warrants that the cost to Donor of this Donation is in excess of fifty thousand and no/100 (\$50,000.00) dollars. The Donation will be exclusively utilized for promoting the Products of Donor and the activities of SU. Donor shall be entitled to utilize a portion of the Donation consisting of no less than thirty (30%) percent of the face of the Donation and a reasonable amount of time on the digital portion of the Donation for the purpose of promoting its Products. The remainder of the Donation will be used solely to provide information and messages about SU and its activities. Donor shall be the sole commercial entity or sponsor displayed on the Donation, whether such display is static or digital. Donor shall first submit a sample or the concept of the proposed advertisement or promotion to SU for approval, which approval shall

not be unreasonably withheld. SU shall use its best efforts to advise Donor of its approval or disapproval of the sample or concept within ten (10) business days of its receipt thereof. SU's approval, or disapproval, shall be in writing. (If a submission is disapproved, SU's written notice thereof shall set forth in reasonable detail the basis for such disapproval).

Section 3.03 Existing Marquee.

The existing marquee located at the entrance to the Campus shall have four (4) Donor panels at all times during the Term.

Section 3.04 Maintenance and Insurance of the Campus Signage.

(a) SU agrees that it shall continuously during the Term keep the Campus Signage for Donor's use and in excellent condition, and shall be fully responsible for all costs and expenses related to the repairs, maintenance and replacements of such signage required to keep such signage in such condition. As part of SU's obligation hereunder, all mechanical and electric or electronic elements of the signage, if any, shall at all times during the Term be kept by SU in good working order

(b) SU agrees that it shall at all times during the Term keep the Campus Signage fully insured for such signage's full replacement cost, with such insurance placed with reputable insurance companies with a Best's rating of no less than A:VI. SU shall furnish Donor with certificates of insurance effecting coverage required by this clause from time to time as reasonably requested by the Donor. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates are to be received and approved by Donor before the Agreement commences. Donor reserves the right to require complete, certified copies of all required policies, at any time. Failure of SU to take out and/or to maintain or the taking out and/or maintenance of any required insurance shall not relieve SU from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the SU concerning indemnification.

(c) The parties agree that the breach by SU of any of the obligations in this Section 3.04 shall be a material breach of this Agreement.

Article IV. PAYMENTS TO SU

Section 4.01 Annual Payment in Cash.

In partial consideration for all rights, benefits and licenses granted to Donor herein, Donor shall annually pay to SU the sum of Fifty Thousand No/100 (\$50,000.00) (the "Annual Cash

Payment”). The first Annual Cash Payment shall be made within Ten (10) days of the Effective Date, and each subsequent Annual Cash Payment shall be made on each anniversary of the Effective Date occurring during the Term. SU agrees that the Annual Cash Payment shall be used as follows: Twenty-Five Thousand (\$25,000.00) Dollars shall be used exclusively for the SU athletic programs; Twelve Thousand Five Hundred (\$12,500.00) Dollars shall be used exclusively for the Circle of Excellence Scholarship Fund; and the remaining Twelve Thousand Five Hundred (\$12,500.00) Dollars shall be used exclusively for the Student Government Association / Student Activity Fund.

Section 4.02 Donor Products Provided in Kind.

In partial consideration for all rights, benefits and licenses granted to Donor herein, Donor shall provide to the SU and the SU Athletic Department those Donor Products and items of equipment listed on Exhibit 4.02 attached hereto.

Section 4.03 Vending Commissions.

In partial consideration for all rights, benefits and licenses granted to Donor herein, Donor shall pay certain commissions on Gross Sales as set forth in Section 7.02 below.

Section 4.04 Condition on Payment of Annual Cash Payment.

Notwithstanding anything to the contrary herein, Donor shall not be obligated to pay the Annual Cash Payment until ten (10) days after that date upon which SU delivers the estoppel letter from Aramark described in Section 5.03(c) below concerning Concessionaires.

Section 4.05 Late Payments.

If the amounts specified above are not received by SU within thirty (30) days of when due, then all such amounts shall bear interest from the date the payment was due until paid, at a per annum rate of interest equal to the lesser of twelve percent (12%) or the highest non-usurious rate permitted by applicable law. Time is specifically of the essence for this provision.

Article V. GRANT OF LICENSE

Section 5.01 Grant of License.

SU, subject to the terms and conditions set forth herein, grants to Donor an exclusive license (the “License”) during the Term:

(a) to advertise, market and promote any and all of the Donor’s Products at and/or in connection with SU (and specifically including its athletic department and programs) and the Campus subject to the terms and conditions set forth herein;

(b) to use the Official Slogans set forth on Exhibit 5.1(b) for Donor's own business use or within all of Donor's advertising, marketing, promotional and packaging materials; and

(c) to use the SU Trademarks and SU Images in connection with the marketing, sale or promotion of the Donor's Products.

Section 5.02 Bayou Classic.

Donor agrees that its License does not grant to it any rights to use in any manner any of SU's interest in photograph, images, film clips and other footage of SU and certain lyrics and tunes owned by and associated with SU, trade names, trademarks, service marks, designs, colors, insignia, artwork and other related proprietary images owned by or controlled, now or during the Term, by SU, which are related exclusively and solely with the Bayou Classic football game.

Section 5.03 Concessionaires.

(a) SU agrees that it shall cause all Concessionaires and any other Person who sells or serves beverages within the Product Categories anywhere on the Campus to comply fully with the relevant provisions of this Agreement, including without limitation the respect of Donor's rights under the License.

(b) Donor acknowledges that SU has contracted with Aramark with respect to certain beverage services on the Campus in the Aramark Lease. SU agrees that: (i) it will use its best efforts to cause Aramark to comply fully with the relevant provisions of this Agreement, including without limitation the respect of Donor's rights under the License; and (ii) upon the expiration of the primary term of the Aramark Lease, it shall, to the extent allowable under Louisiana law, require Aramark to comply fully with the relevant provisions of this Agreement, including without limitation the respect of Donor's rights under the License as a condition of its agreement to renew the Lease for any renewal term, or if Aramark will not or cannot so agree, upon its expiration, SU will rebid the agreement with Aramark so as to make it a condition of the new contract.

(c) SU shall use its best efforts to obtain from Aramark an estoppel letter in the form and substance of the attached Exhibit 5.03(c).

Section 5.04 Promotional Items.

During the term of this License, Donor shall have the right to obtain and distribute Promotional Items. Donor will obtain Promotional Items only from suppliers licensed by SU to produce and distribute such Promotional Items.

Section 5.05 Retail Promotions.

Donor may, without paying any additional consideration, use its rights under this License in advertising, marketing and promotions that includes the names and products of Donor's

distributors or retailers, but such advertising shall not state or imply that any such distributor or retailer is a sponsor of SU or SU athletics unless such distributor or retailer has been granted such right by SU in a separate sponsorship agreement.

Section 5.06 Additional Official Slogans.

In the event that Donor desires to so use other similar phrases as Official Slogans, Donor may seek approval from SU. SU agrees that it shall not unreasonably withhold such approval.

Section 5.07 Sideline Rights

SU will cause the SU athletic department and each of its sports programs and teams to make available on the home sidelines and home players' benches of home intercollegiate athletic events Donor's Powerade brand beverages, Powerade bottles, cups and coolers, if and to the extent such items are donated by Donor to SU Athletic Department. SU will cause the SU Athletic Department to use its reasonable efforts to make such Powerade brand items available on all its sidelines and its player benches at any away intercollegiate athletic events.

Section 5.08 Disclaimer of Product Endorsement.

Nothing contained in this License authorizes Donor to represent in any oral or written form or in any communication medium that any of Donor Products has been endorsed, selected or approved by, SU, or any officer, employee or agent of SU. Permission granted Donor hereunder to use any Official Slogan does not expressly or by implication connote that SU, or any officer, employee or agent of SU has made any inquiry to ascertain, by use of standards or other criteria, the relative merits of Donor's Products in comparison with competitive products.

Section 5.09 Signage.

(a) SU acknowledges that Donor has obtained certain signage rights pursuant to the SUSF Agreement (the "Athletic Signage"). The parties acknowledge that other than the Athletic Signage, SU controls the signage on the Campus, including without limitation in the Athletic Department Facilities. Donor shall be entitled to have its promotional signage for Donor's Products on all of its Equipment located on Campus. Donor shall be further entitled to have its customary and usual promotional and directional signage in, at, or near any Facility where Donor's Products are sold or served.

(b) SU agrees that it will not drape or remove, or allow any third party to physically drape or remove, any of Donor's signage, except to the extent draping is required by the NCAA or SWAC, (or any successor organizations) and all sponsor signage is likewise draped.

(c) SU agrees that there will be no signage, advertising or trademark visibility for beverages in the Product Categories, other than Donor's Products, anywhere on Campus, except as provided for in Section 5.10 below.

Section 5.10 Product Category Rights.

SU agrees not to grant any rights to post or erect any signage, advertising, promotional, sponsorship or licensing rights of any nature or type, including without limitation any such rights with respect to the SU Images and SU Trademarks to any Person other than Donor for use in connection with any beverage or other product within the Product Categories. Notwithstanding the foregoing, SU shall not be considered in breach of this provision as a result of:

(a) Activities conducted by SU pursuant to the performance of research grants and contracts or in the conduct of its instructional programs, provided that in connection with such activities no Person shall be deemed to be a commercial or promotional “sponsor” of any SU A& M activity or be permitted to so claim in any advertising or promotion of its products included in the Product Categories; or be granted any rights beyond those necessary for the performance of research grants and contracts or in the conduct of its instructional programs;

(b) Activities associated with organizations present on the Campus pursuant to student recruiting, provided that in connection with such activities no Person shall be deemed to be a “sponsor” of any SU A& M activity or permitted to so claim in any advertising or promotion of its products included in the Product Categories; or be granted any rights beyond those necessary for such activities;

(c) Published or other acknowledgment of donations to SU, SU Alumni Association or other SU affiliated organization for the benefit of SU, provided that such acknowledgment shall not be deemed to be a “sponsorship” of any SU activity or to grant any rights beyond such acknowledgment to such donor in any advertising or promotion of its products included in the Product Categories;

(d) Paid advertisements appearing in any official Campus publication, provided that such advertisement shall not be deemed to be a “sponsorship” of any SU activity or permit any advertiser to so claim in any advertising or promotion of its products included in the Product Categories, or to grant any rights to such advertiser other than the right to so advertise;

(e) Paid advertisements or underwriting grants appearing in radio, television and Internet programs of the SU Student Media, provided that such advertisement shall not be deemed to be a “sponsorship” of any SU activity or permit any advertiser to so claim in any advertising or promotion of its products included in the Product Categories, or to grant any rights to such advertiser beyond the right to so advertise;

(f) Activities conducted at private functions on Campus, i.e., non-SU events conducted in SU Facilities for which use by non-SU entities (other than a Concessionaire) may be granted by SU through a rental or right of use agreement, however no such activity will include signage on SU Facilities or the Campus for competitive products within the Product Categories;

(g) Sponsors of general admission ticketed events in SU Facilities under authority of a rental or right of use agreement entered into with a promoter or other non-SU entity (other than a Concessionaire), however no such activity will include signage on SU Facilities or the Campus for competitive products within the Product Categories, except that any such ticketed event that is a multi-city nationally appearing event which is sponsored by a competitor to Donor with respect to the Product Categories may use its signage on the affected SU Facility or the Campus to the same extent that such signage is used in other cities where the event appears; and/or

(h) The use of competitive products to Donor's Products by visiting teams participating in sporting events at SU's athletic facilities, including the display of Inconsequential Signage related to such use, however no such activity will include signage which is not Inconsequential Signage on SU Facilities or the Campus for competitive products within the Product Categories.

Section 5.11 Inconsequential Signage.

Notwithstanding the foregoing Section 5.10 or any other provision of this Agreement, the phrase "signage on an SU Facilities or the Campus" as used in Section 5.10 does not prohibit brand or trade name identification marks on dispensing equipment, vending machines product button labels (except that any such machines shall have generic front panels only) or on the beverage products being served or sold ("Inconsequential Signage"). The parties specifically agree that any vending machine on campus vending beverage products competitive to Donor's Products shall have generic front panels only.

Section 5.12 Good Faith Efforts to Prevent Ambush.

In addition, SU shall, to the extent deemed legally and reasonably possible, make reasonable efforts to protect Donor from activities by any Person which would materially diminish the rights and benefits granted Donor hereunder, commonly known as ambush marketing activities. SU shall have no liability for and is under no obligation to prevent any person from coupling its name with public information regarding SU or its programs or activities unless in the reasonable opinion of Donor that activity creates the impression that SU, or the SU Trademarks, or the SU Images are sponsored by or associated with beverages in the Product Categories other than Donor's Products, or that SU has endorsed such other beverages.

Section 5.13 Trademarks and Images of SU.

All SU Trademarks and SU Images are and shall remain SU's exclusive property and SU shall take all steps reasonably necessary to protect SU Trademarks and SU Images, including reasonable prosecution of infringements. Notwithstanding the limited rights and licenses herein granted to Donor, SU expressly reserves unto itself the unlimited right to continue to use and otherwise fully utilize the SU Trademarks and SU Images for its own purposes and to otherwise fully exploit the SU Trademarks and SU Images in any manner not inconsistent with the terms and provisions of the License.

Section 5.14 Approval by SU.

SU shall have the right to approve or disapprove any promotional activities proposed to be undertaken pursuant to this License, other than the right to use the Official Slogans, and any materials, other than Promotional Items, that contain SU Trademarks or SU Images. SU shall not unreasonably withhold its approval of any submission. If the Chancellor should disapprove of any of Donor's submissions, the Chancellor shall include with such disapproval notice written specific reasons and objections to the submission. Donor shall submit all proposals and materials in a fixed medium of expression to the Chancellor of the University. If the Chancellor does not respond in writing to a submission within ten (10) Business Days after receiving it, then Donor may send written notice to the Chancellor that Donor has not received a response. If the Chancellor does not respond in writing received by Donor within two (2) Business Days of the Chancellor's receipt of that notice, Donor shall treat the submission as approved. Donor agrees that its proposals and materials shall not disparage SU, its faculty, staff, students or operations, and shall not be obscene or otherwise inconsistent with accepted standards of decency.

Section 5.15 Termination of Rights.

Upon the expiration or termination of this License, Donor shall immediately cease to use any and all SU Trademarks and SU Images; provided, however, that Donor shall have no obligation to replace, and SU shall not take an action to cause the removal of, SU Trademarks or SU Images, from any item in the possession of Donor's customers distributed prior to the expiration or termination of this License.

Article VI. SALE OF DONOR'S PRODUCTS ON CAMPUS

Section 6.01 Sale of Beverages in the Product Categories.

SU agrees a reasonable and customary range of Donor's Products will be sold or served at each and every Facility and, except as expressly provided in Section 5.10 hereof, each and every location or event occurring on the Campus where beverages within the Product Categories are sold or served by SU, any Concessionaire or any other Person. SU will and will cause all Concessionaires or other Person selling or serving beverages on the Campus to comply fully with the provisions of this Agreement.

Article VII. CAMPUS VENDING MACHINE OPERATIONS

Section 7.01 Right to Vend Donor's Products

During the term of this Agreement the University shall allow Donor to machine vend Donor's Products on the Campus supplied by Donor in Equipment provided by Donor as provided for herein.

Section 7.02 Vending Commissions Payable to SU

(a) As additional consideration for the rights granted herein to Donor, Donor shall provide SU with commissions on Gross Sales on Campus at the rates as shown on Exhibit 7.2.

(b) Vending commissions will be paid as follows

- (i) For vending sales paid by debit card: SU will deduct the commission earned from Gross Sales by debit card on a monthly basis, and remit the balance to Donor no later than 10 days after the month in which the sales occurred. SU Vending will be solely responsible for collecting contractual debit card payments from students and other customers, and all bank or other processing charges. Uncollected debts shall not diminish payments owed to Donor. SU will include, with each payment, a report of all sales of Donor's Products paid by debit card during the applicable month, as well as refunds made, itemized by Donor's Product, location and machine number. The sales report will also include a calculation of Gross Sales by debit card, the commission earned by SU and the amount remitted to Donor, each on a monthly and cumulative basis.
- (ii) For vending sales paid in cash: Donor will compute the commission earned from Gross Sales in cash on a monthly basis, and remit it to SU no later than ten (10) days after the month in which the sales occurred. Donor will include, with each payment, a report of all sales of Donor's Products paid in cash during the applicable month, as well as refunds made, itemized by Product category, location and machine number. The sales report will also include a calculation of Gross Sales on a cash basis, the commission earned and the amount remitted to SU, each on a monthly and cumulative basis.
- (iii) Should either Party fail to pay a commission or remittance to the other when due, the unpaid sum shall bear interest at the rate of ten (10%) percent per annum, or the highest rate permitted by law (whichever is less) from the date due until paid. Donor or SU will report any discrepancies between the sales report prepared by the reporting Party and its records promptly upon discovery. The reporting Party will resolve all

discrepancies within five (5) days, and make any additional remittance due to the other Party within five (5) days of resolving the discrepancy, or if a payment is due to the reporting Party, upon acceptance of the resolution by the other Party such Party shall pay such sum to the reporting Party within five (5) days.

(c) Donor will be responsible for paying all sales taxes on vending sales paid in cash, and on all vending sales by debit card as reported to Donor by SU.

(d) Donor shall maintain complete and accurate records of vending transactions for each machine, and SU shall maintain complete and accurate records of debit card sales and payments, each in accordance with accepted industry accounting practices. Donor and SU shall each maintain such financial records and statements pertaining to this Agreement for a period of five (5) years from the close of each year's operation. Each Party hereto shall provide, upon reasonable notice, full access to such records maintained by such Party.

Section 7.03 Debit Card Readers.

Donor shall reasonably cooperate with SU with regards to equipping Donor's Equipment located on the Campus with debit card readers that are compliant with SU's specifications. SU agrees that Donor shall have a reasonable period of not less than one year to install a reasonable number of debit card readers on such Equipment (not to exceed 30% of such vending machines) when and if SU determines a final debit card data communication specification. All data lines to each machine location as well as access to the University's debit card system will be furnished by SU at no cost to Donor. No system access fees will be charged to or payable by Donor for any reason, including changes in any aspect of the debit card system, including software, equipment, data lines or carriers, banking partners, etc.

Section 7.04 Vending Equipment.

(a) The initial locations of Equipment, beverage package size, Donor Product selection and mix shall be as Donor is currently operating on the Campus as if the Effective Date. Thereafter, the Donor's Product selection and mix, container sizes, equipment type and style may be adjusted by Donor to maximize sales of Donor's Products. Additional locations for Equipment, and changes in the prices charged for Donor's products shall be as mutually agreed in writing by the Parties from time to time during the Term, provided that all new buildings that open over the Term must have vending availability. Notwithstanding anything herein to the contrary, SU agrees that, during the Term hereof, it shall not (i) require Donor to remove its existing Equipment from any location on the Campus or (ii) replace Donor's Equipment at any location on the Campus with any other Party's vending equipment vending beverage products within the Product Categories; without the written consent of Donor.

(b) During the term of this Agreement, SU agrees that it shall provide Donor with additional vending Equipment locations and Donor agrees to provide appropriate Vending Equipment at such locations, such that, at all times during the Term hereof, the total number of

Donor's vending machines included in the Equipment will be not less than the greater of (i) the number of vending machines and locations currently in service on the Campus as of the Effective Date, or (ii) the number of currently operating vending machines on the Campus as of the Effective Date by the number of students enrolled at the Campus as of the 14th class day of the 2000 Fall semester multiplied by the number of students enrolled at the Campus on the 14th class day of any Fall semester during the Term.

Section 7.05 Condition of Equipment.

All Equipment shall be in excellent working condition, clean and attractive upon delivery. All meters on Equipment shall be non-resettable, read daily, documented for audit purposes and maintained in working order. Donor shall provide preventative maintenance and/or replacement of malfunctioning Equipment, provide refund procedures, maintain all Equipment in a clean and sanitary condition, service all Equipment, provide procedures for Equipment malfunctions to be reported and service promptly restored. At all times during the Term and thereafter, the ownership of all Equipment shall remain vested in Donor. Proper electrical outlet connections and continuing electric utility service shall be provided for the Equipment by SU, at no cost to Donor, as partial consideration by SU for amounts paid to SU hereunder by Donor

Section 7.06 Donor's Employees.

Items sold through Equipment shall not be manually sold by vending attendants or route employees during machine stocking. Donor's employees shall wear uniforms and carry proper identification at all times when engaged in performance of this Agreement. Donor will insure that all of its employees servicing the Campus conduct themselves in a professional manner. SU shall reserve the right to request the removal and/or replacement of any employee of the Donor whose actions SU feels are contrary to the best interest of SU. Donor's employees shall comply in all respects with the Traffic and Parking Regulations of SU.

Section 7.07 Cooperation of the Parties.

SU and Donor agree that they shall at all times fully cooperate with each other to maximize the sales of the Donor's Products, the commissions payable to SU, and the beverage vending service to the faculty, staff and students of the University. Donor shall meet regularly with the designated SU vending representative to review operations and will cooperate at all times to maintain maximum efficiency and public relations with students, faculty and staff. On request of Donor or SU, the parties shall meet and review each monthly report, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in this contract. Adjustments required as a result of review and/or audit shall be identified and reflected on the next monthly report.

Article VIII. OTHER BEVERAGE SERVICES.

Section 8.01 Donor Product Pricing.

SU will purchase, and will cause all Concessionaires to purchase, all of their requirements for Donor's Products on Campus from Donor. Donor agrees to sell SU and its Concessionaires all of their requirements at the following prices:

(a) Donor will sell Donor's Products in bottle and/or can form to SU or Aramark at prices no greater than prices extended to other similar customers purchasing similar quantities;

(b) Donor will sell Donor's Products in post-mix form to SU or Aramark, should Aramark or its corporate affiliate not have an agreement with The Coca-Cola Company binding on Donor, at the "national account prices" for such items, as announced by The Coca-Cola Company from time to time; provided that Donor will add a reasonable surcharge to all post-mix purchases by SU or Aramark, to defray the cost of the post-mix Equipment, delivery and other services provided to SU or Aramark, as described in Section 8.02(a) below; and

(c) Donor will sell Donor's Products in bottle/can and in post-mix form to Concessionaires other than Aramark at prices consistent with general market conditions (including a reasonable surcharge for the post-mix Equipment, delivery and other services provided to any Concessionaire, as described in Section 8.02(b) below), as they may vary from time to time.

Section 8.02 Delivery, Other Services.

(a) Donor will deliver Donor's Products to SU at its storage facility or its concession areas, as requested by SU. Donor will provide and maintain, without charge, all post-mix dispensing equipment, bottle/can coolers and carbon dioxide reasonably required by SU during this Agreement. Carbon dioxide cylinder deposit charges will be by memorandum billing only, at no cost to SU; however, SU will safeguard and be responsible for the Donor's carbon dioxide cylinders in its custody. Donor will furnish all reasonable signage and menu boards for the Campus, without charge. Donor will provide reasonable on-site maintenance personnel for each major athletic event when requested by SU.

(b) Donor will deliver Donor's Products to any Concessionaire as mutually agreed between Donor and such Concessionaire. Donor will provide and maintain, without charge, all post-mix dispensing equipment, bottle/can coolers and carbon dioxide reasonably required by Concessionaire during this Agreement. Carbon dioxide cylinder deposit charges will be billed to such Concessionaires. Donor will furnish all reasonable signage and menu boards for the Campus, without charge. Donor will provide reasonable on-site maintenance personnel for major events when mutually agreed between Donor and a Concessionaire.

Section 8.03 Post-Mix Cups.

SU will, and will cause all Concessionaires to dispense all of Donor's Products in post-mix form in cups approved by Donor, bearing trademarks of The Coca-Cola Company on least 50% of the cup surface, provided that, Donor agrees that if SU or any Concessionaire should desire to dispense Donor's Products in specially produced commemorative cups, Donor agrees that, subject to Donor's and SU's mutual agreement on the final design of such commemorative cups, the trademarks of The Coca-Cola Company may not cover less than 50% of the cup's surface. SU agrees that it shall purchase, and shall cause all Concessionaires to purchase such post-mix cups from Donor, if such cups are offered at competitive prices, or from suppliers legally licensed by The Coca-Cola Company to produce and distribute such cups, at SU or the Concessionaires' sole discretion.

Article IX. EARLY TERMINATION

Section 9.01 Termination by SU.

SU shall have the right to terminate this Agreement and all of its obligations to Donor hereunder, immediately upon written notice to Donor if Donor shall be in material breach of this Agreement, which breach Donor fails to cure within thirty (30) days of Donor's receipt of written notice from SU specifying in detail such material breach, or if Donor's breach is not reasonably curable within such thirty (30) day period, Donor fails to commence such cure within thirty (30) days and thereafter continue to prosecute such cure to its successful completion.

Section 9.02 Termination by Donor.

Donor shall have the right to terminate this Agreement and all of its obligations to SU hereunder, immediately upon written notice to Donor if SU shall be in material breach of this Agreement, which breach SU fails to cure within thirty (30) days of SU's receipt of written notice from Donor specifying in detail such material breach, or if SU's breach is not reasonably curable within such thirty (30) day period, SU fails to commence such cure within thirty (30) days and thereafter continue to prosecute such cure to its successful completion.

Section 9.03 Effect of Termination.

(a) Except as expressly provided by some other provision of this Agreement, upon the termination for any reason of this Agreement, Equipment not removed from the Campus locations upon ninety (90) days written notice to Donor shall remain the property of Donor, but may be removed and placed in storage by SU. All cost of removal, storage, product, and revenue loss shall be Donor's.

(b) On expiration or early termination of this Agreement, the parties' respective obligations to pay vending commissions or debit card remittances as described in ARTICLE VII

for Gross Sales from vending sales occurring before or after the date of expiration or early termination shall continue until all machines have been removed.

Article X. REPRESENTATIONS AND WARRANTIES

Section 10.01 By SU.

SU represents and warrants:

- (a) SU is a university established pursuant to the laws of the State of Louisiana;
- (b) SU has full power and authority to enter into this Agreement, and the execution, delivery and consummation of this Agreement by SU has been duly authorized by all necessary action. The person executing this Agreement on behalf of SU is the person duly authorized to execute this Agreement on behalf of SU and has so executed this Agreement;
- (c) SU has the full right and legal authority to fully perform this Agreement in accordance with its terms;
- (d) SU has the right to grant Donor the rights and benefits set forth herein; and
- (e) SU Trademarks and SU Images do not, and shall continue not to, infringe the trademarks or trade names or other rights of any other person.

Section 10.02 By Donor.

Donor represents and warrants:

- (a) Donor is a Delaware limited liability company duly organized and validly existing under the laws of the State of Delaware, authorized to and doing business in the state of Louisiana. Donor is in good standing in Louisiana and Delaware. Donor further warrants and represents that it is the local bottler and distributor in the Product Categories in and around the City of Baton Rouge;
- (b) Donor has full power and authority to enter into this Agreement, and the execution, delivery and consummation of this Agreement by Donor have been duly authorized by all necessary action. The person executing this Agreement on behalf of Donor is duly authorized to execute this Agreement on behalf of Donor and has so executed this Agreement; and
- (c) Donor has, and shall continue to have, all government licenses, permits or other authorizations necessary to conduct its business.

Article XI. INDEMNIFICATION

Section 11.01 Indemnification by Donor.

Donor shall defend, indemnify, and hold harmless the SU Parties from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all costs and expenses, including reasonable attorney and other professionals fees and costs (including such fees and costs incurred to enforce this Agreement), (collectively "Claims") incurred by SU Parties in connection therewith, arising out of or relating to Donor's breach of any material term of this Agreement or acts or omissions of Donor, or those of any Donor Party.

Section 11.02 Indemnification by SU.

SU shall defend, indemnify, and hold harmless the Donor Parties from and against all Claims incurred by Donor Parties in connection therewith, arising out of or relating to SU's breach of any material term of this Agreement or acts or omissions of SU, or those of any SU Party.

Section 11.03 Conditions of Indemnification.

The obligations and liabilities of Donor and SU under Section 11.01 and Section 11.02 above with respect to Claims of the other shall be subject to the following terms and conditions:

(a) Notice. The party seeking indemnification hereunder (the "Indemnitee") will give notice of any claim hereunder (the "Indemnity Notice") to the party against whom indemnity is sought (the "Indemnitor") promptly after such party receives notice thereof. In the case of third-party claims, such Indemnity Notice shall be given within a reasonable time of receipt of written notice of such claim by the Indemnitee. Notwithstanding the above, any delay or failure of the Indemnitee to give the Indemnity Notice on any claim to the Indemnitor shall not relieve Indemnitor of any liability except to the extent that the Indemnitor demonstrates that the defense of such claim is materially prejudiced by Indemnitee's failure or delay in giving notice. Any Indemnity Notice shall state, in as much detail as possible, the nature and basis of the claim for indemnity.

(b) Defense by Indemnitor. Indemnitor, within a reasonable time after receipt of the Indemnity Notice, but in no event later than Ten (10) days after such receipt or three (3) days prior to any required judicial filing, which ever period ends first, shall notify Indemnitee of its intention to assume the defense of the Claim. If the Indemnitor assumes the defense of the claim, Indemnitor shall have the right to: (i) conduct any proceedings, or negotiations in connection therewith and necessary or appropriate to defend the Indemnitee; (ii) take all required steps or proceedings to settle or defend such claims, and (iii) employ counsel to contest any such claim or liability in the name of the Indemnitee or otherwise. If defendants in any action related to a claim for indemnity hereunder include both the Indemnitee and the Indemnitor, and the Indemnitee has been advised by its counsel that there may be legal defenses available to the Indemnitee which are different from or in addition to the defenses available to the Indemnitor,

the Indemnitee shall have the right to employ its own counsel in such action, and in such an event, the fees and expenses of such separate counsel (reasonably acceptable to the Indemnitor) shall be borne by the Indemnitor. Notwithstanding anything to the contrary in this subsection, the Indemnitee shall always have the right to employ its own counsel at its own cost and expense and to fully participate in its defense. Indemnitee shall cooperate fully with Indemnitor and its counsel in the defense of any claim. Any compromise or settlement of such claim by the Indemnitor shall require the prior written consent of the Indemnitee and until such consent is obtained Indemnitor shall continue to defend the claim; provided, however, that if the Indemnitee refuses to consent to a bona fide offer of settlement that the Indemnitor wishes to accept and such settlement offer: (i) involves no limitation on the Indemnitee's ownership or use of its assets or the operation of its business and (ii) includes an unconditional term by which the claimant or the plaintiff gives to the Indemnitee a full and unconditional release from all liability in respect of such claim to be settled; the Indemnitor may reassign the defense of such claim to the Indemnitee, who may then continue to defend the claim free of any participation of Indemnitor, at Indemnitee's sole cost and expense. In such event, the obligation of the Indemnitor with respect thereto shall not exceed the amount of the offer of settlement refused by Indemnitee plus the costs and expenses of the Indemnitee for which indemnity is available incurred prior to the date of the refused settlement.

(c) Refusal of Indemnitor to Defend Claim. Should Indemnitor not notify Indemnitee of Indemnitor's intent to defend a claim required to be defended by Section 11.01 or Section 11.02 above, within a reasonable time after receipt of the Indemnity Notice (such reasonable time being Ten (10) days after receipt of the Indemnity Notice, or Three (3) days prior to any required judicial filing, whichever period ends first), Indemnitee may defend against such claim or litigation in such manner as it deems appropriate and the Indemnitee may settle such claim or litigation on such terms as it may deem appropriate, all at the cost and expense of the Indemnitor, provided, however, Indemnitor shall have the right to approve such settlement, with such approval not to be unreasonably withheld. Notwithstanding anything to the contrary, Indemnitor shall notify Indemnitee in writing of its approval or disapproval of any proposed settlement within Fifteen (15) days of receipt of written notice of the settlement from the Indemnitee. Indemnitor's failure to timely so notify Indemnitee shall be conclusively deemed to be approval of the proposed settlement by Indemnitor.

(d) Payment of Claims. Subject to the limitations of this Article , within Ten (10) days after final determination of a third party claim, the Indemnitor shall pay to the Indemnitee the amount of the Damages incurred by Indemnitee in respect of which Indemnity may be sought pursuant to this Article. In case of non-third party claims, payment of Damages incurred by the Indemnitee shall be paid by Indemnitor within Ten (10) days of receipt of the Indemnity Notice by Indemnitor.

Article XII. INSURANCE, PERMITS, LICENSES AND BONDS

Section 12.01 Insurance, Permits, Licenses and Bonds during Agreement

Donor shall at its own cost obtain and keep in force during this Agreement all required permits, licenses and bonds to comply with Law, and pay any and all taxes applicable to its activities undertaken under this Agreement. Donor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Donor's operation on and use of the Campus for its operations. The cost of such insurance shall be borne by the Donor.

Section 12.02 Minimum Scope of Insurance.

Donor's required insurance coverage shall be at least as broad as:

- (a) Comprehensive General Liability with the following coverages:
 - (i) Premises Operations
 - (ii) Broad Form Contractual Liability
 - (iii) Products and Completed Operations Liability
 - (iv) Use of Contractors and Subcontractors
 - (v) Broad Form Property Damage
- (b) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana and Employers Liability Insurance.
- (c) Property insurance for physical damage to the property of the Donor located on the Campus and to any equipment and supplies belonging to SU but under the care, custody, and control of Donor; provided however, that Donor may elect to be self-insured under this section provided that sound actuarial reserve requirements are met.
- (d) Automobile liability insurance with the following coverages:
 - (i) Owned automobiles
 - (ii) Hired Automobiles
 - (iii) Nonowned Automobiles

Section 12.03 Minimum Limits of Insurance.

Donor shall maintain limits no less than:

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

(b) Workers' Compensation and Employers Liability: Workers' Compensation Limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits.

(c) Automobile liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and property damage.

(d) Umbrella liability coverage in the amount of Twenty-Five Million Dollars (\$25,000,000), applying in excess of the comprehensive general liability and automobile liability insurance required above.

Section 12.04 Other Insurance Provisions.

The policies which shall be provided by Donor pursuant to this Article shall contain, or be endorsed to contain, the following provisions:

(a) SU, its board members, officers, officials, employees and agents are to be covered as "additional insureds" only with respect to: liability arising out of premises owned, occupied or used by the Donor. The coverage shall contain no special limitations on the scope of protection afforded to SU, its board members, officers, officials, employees or agents.

(b) Donor's insurance coverage shall be primary insurance with respect to SU, its board members, officers, officials, employees and agents. Any insurance or self-insurance maintained by SU, its officers, officials, employees or agents shall be excess of the Donor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to SU, its board members, officers, officials, employees or agents; unless such failure to comply with any such reporting provisions of the policies is the fault of SU, any Concessionaire or any other Person or entity under their supervision and control.

(d) Neither SU nor Donor shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other Party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such Party, its agents or employees to the extent and only to the extent that such loss or damage is covered by insurance benefitting the Party suffering such loss or damage.

(e) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SU.

(f) The insurance company's issuing the policy or policies shall have no recourse against SU for payment of any premiums or for assessments under any form of policy.

(g) Any and all deductibles or retained amounts in the insurance policy shall be assumed by and be for the amount of, and at the sole risk of Donor.

Section 12.05 Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk pool.

Section 12.06 Verification of Coverage.

Donor shall furnish SU with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates are to be received and approved by SU before the Agreement commences. SU reserves the right to require complete, certified copies of all required policies, at any time. Failure of the Donor to take out and/or to maintain or the taking out and/or maintenance of any required insurance shall not relieve Donor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Donor concerning indemnification.

Article XIII. NOTICES

Section 13.01 Notices.

All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage prepaid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation Federal Express, all fees prepaid, to the parties at the addresses given below or such other addresses as either Party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below.

If to SU:

Southern University Agricultural

and Mechanical College at Baton Rouge
Attn: James L. Llorens, Ph.D., Chancellor
Office of the Chancellor
3rd Floor, J.S. Clark Administration Building (70813)
P.O. Box 9374
Baton Rouge, LA 70813-0400

With a copy to:

If to Donor:

Coca-Cola Bottling Company United-Gulf Coast, LLC
Attn: Paul Favaron, President
9696 Plank Road
Baton Rouge, Louisiana 70811
Telephone: 225-293-2570
Facsimile: 225-293-4925
Email: PaulFavaron@ccbcu.com

And

Coca-Cola Bottling Company United-Gulf Coast, LLC
Attn: Melanie N. Clark, Vice President, Marketing
9696 Plank Road
Baton Rouge, Louisiana 70811
Telephone: 225-297-5316
Facsimile: 225-297-7355
Email: MelanieClark@ccbcu.com

With a copy to:

Charles R. Elkins II
Attorney at Law
58380 Fort Street
Plaquemine, Louisiana 70764
Telephone: 225-937-5656
Facsimile: 866-663-1444
Email: charles.elkins@elkins-law.com

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 Other Benefits to Donor.

In addition to the benefits provided to Donor in other provisions of this Agreement, SU agrees to provide Donor with the rights and benefits listed on Exhibit 14.1 attached hereto.

Section 14.02 Confidentiality.

SU acknowledges that as a result of this Agreement it may become aware of Donor's operating processes, product market studies or data (but not including financial results related directly and solely to this Agreement), programs, procedures, or other related business activities or documents protected as trade secrets by the Donor (such Donor data and documents referred to as the "Proprietary Materials"). SU agrees that the Proprietary Materials are Donor's trade secrets and are proprietary to the Donor. SU further agrees that it shall use its best efforts to keep such Proprietary Materials confidential to the extent that the Proprietary Materials are not subject to the Louisiana Public Records Law, La. R.S. 44:1 et seq. Should SU receive any request for production from any Person of any of the Proprietary Materials pursuant to the Public Records Law or otherwise, SU shall promptly notify Donor or such request so that Donor shall have the opportunity, to the extent permitted by law, to prevent the disclosure of such Proprietary Materials.

Section 14.03 No Waiver.

No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude further exercise thereof, or be deemed to establish a custom or course of dealing or performance between the parties hereto, or preclude the exercise of any other right, power or privilege. No waiver of any provision of this Agreement shall be effective unless such waiver is memorialized in a writing signed by the waiving Party. The rights, powers, remedies and privileges herein are cumulative and not exclusive of any other rights, powers, remedies or privileges which a Party would otherwise have at law or in equity or otherwise.

Section 14.04 Time of Essence.

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

Section 14.05 Governing Law.

This Agreement is subject to and shall be construed in accordance with the laws of the State of Louisiana, choice of law provisions notwithstanding. Each Party consents to jurisdiction in the state and federal courts located in the Parish of East Baton Rouge, State of Louisiana.

Section 14.06 Agents

Each Party shall be responsible for the payment of commissions or other forms of compensation due its respective agents, brokers or other persons or firms in connection with the rights and benefits contained in this Agreement.

Section 14.07 Force Majeure.

The Parties hereto shall use reasonable efforts to provide the rights and benefits described herein; provided, however, where any benefit to be provided to the other Party under the Agreement is prevented by preemptions, strikes, labor disputes, boycotts, riots, war or national emergencies or disasters, governmental restrictions, acts of God, or any other cause beyond the reasonable control of the providing Party, Such Party shall not be liable for failure of performance.

Section 14.08 Entire Agreement; Modification; Inconsistencies.

This Agreement, as well as any Exhibits referenced herein, constitute the entire agreement between the parties relating to the subject matter herein and may not be changed orally but only by a written instrument signed by all parties. There are no restrictions, promises, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties, whether written or oral, with respect to such subject matter and all parties hereto may rely upon facsimile signatures.

Section 14.09 Severability.

The invalidity or unenforceability in particular circumstances of any portion of this Agreement shall not extend beyond such provision or circumstances and no other provision of this Agreement shall be affected thereby. If, for any circumstance whatsoever, fulfillment of any provision of this Agreement, or any other document related hereto, or the exercise of any right or remedy whatsoever contained herein or in any other instrument in connection herewith, shall involve transcending the limit of validity prescribed by applicable statute or law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity.

Section 14.10 Assignment.

No Party shall assign the Agreement without the prior written approval of the other Party, with such approval may be withheld at such other Party's sole discretion. Notwithstanding anything to the contrary herein, SU agrees that Donor may assign this Agreement and its rights hereunder in connection with the sale of all or substantially all of the assets or capital stock of the Donor or of Donor's Baton Rouge bottling operations.

Section 14.11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The execution of a counterpart of the signature page of this Agreement shall be deemed to be the execution of a counterpart of this Agreement.

Section 14.12 Captions.

Captions and paragraph headings used in this Agreement are for purposes of reference only and shall not limit or affect any of the terms herein.

Section 14.13 Relationship of the Parties.

It is expressly understood and acknowledged by the parties that it is not the intention or purpose of this Agreement to create, nor shall the same be construed as creating, any type of corporate relation, joint venture, partnership, principal and agent, employee and employer relationship between the parties.

Section 14.14 Binding Agreement.

This Agreement shall be binding upon the parties, their successors and assigns.

Section 14.15 Further Instruments.

Each Party hereby agrees that it shall, from time to time and at such time as may be required, take such further actions and execute such further documents as may be reasonably required and necessary to effectuate the provisions hereof.

Section 14.16 Computation of Time.

In computing any period of time pursuant to this Agreement, the day or date of the act, notice, event or default from which the designated period of time begins to run shall be included. The last day of the period so computed shall be included, unless it is not a Business Day, in which event the period runs until the end of the next day which is a Business Day.

Section 14.17 Limitation on Benefits.

It is the explicit intention of the parties that (a) no Person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party, and (b) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties (or their respective successors and assigns as permitted hereunder).

Section 14.18 Inspection and Audit.

All books, accounts, reports, files and other records reasonably necessary to determine compliance with this Agreement resulting here from shall be subject at all reasonable dates and times to inspection and audit by the University's internal auditors and State Legislative Auditors, or their agents for five (5) years after the termination date of this Agreement. Such records shall be produced at SU or such other location as reasonably designated by Donor, at option of the Donor.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, SU has caused this Agreement to be executed on _____ ,
2012 to be effective on the Effective Date as defined above, at Baton Rouge, Louisiana before
the undersigned witnesses

WITNESSES:

**SOUTHERN UNIVERSITY AND
AGRICULTURAL &
MECHANICAL COLLEGE AT
BATON ROUGE**

By: _____
James L. Llorens, Ph.D., Chancellor

**SOUTHERN UNIVERSITY
SYSTEM**

By: _____
_____, President

**BOARD OF SUPERVISORS OF
SOUTHERN UNIVERSITY AND
AGRICULTURAL AND
MECHANICAL COLLEGE**

By: _____
_____, Chairman

IN WITNESS WHEREOF, Donor has caused this Agreement to be executed on _____ ,
2012 to be effective on the Effective Date as defined above, at Baton Rouge,
Louisiana before the undersigned witnesses

WITNESSES:

DONOR:

**COCA-COLA BOTTLING
COMPANY UNITED-GULF COAST,
LLC**

By: _____
Paul Favaron, President

Exhibit "A"
To Beverage Agreement

Description of Donation

The donation will be a permanent elevated outdoor electronic marquee sign constructed on the interior of the Southern University Baton Rouge Campus. The design and construction of the sign will be such that is it architecturally appropriate for a college campus. The location and design of the sign will be subject to the approval of the Chancellor. The total costs of the sign including construction and installation shall be more than \$50,000.

Exhibit 5.01(b)
To Beverage Agreement

Official Slogans

For each of Donor's Products within the Product Categories covered by the License, the following official slogans are authorized:

[Name of Donor's Product] is the official [Name of appropriate Product Category] of SU.

[Name of Donor's Product] is the official [Name of appropriate Product Category] of SU [or Jaguar] Athletics.

Specific Examples:

Coca-Cola is the Official Soft Drink of SU

Coca-Cola is the Official Soft Drink of SU Athletics

Minute Maid is the Official Juice of SU

Minute Maid is the Official Juice of SU Athletics

POWERaDE is the Official Sports Drink of SU

POWERaDE is the Official Sports Drink of SU Athletics

Dasani is the Official Water of SU

Dasani is the Official Water of SU Athletics

Exhibit 4.02
To Beverage Agreement

Donor's Products Provided In-Kind

Each Year during the Term:

1. Coca-Cola will donate \$20,000 in beverages to SU
2. Coca-Cola will donate \$7,275 in Powerade and other beverages to SU Athletics
3. Coca-Cola will donate \$3,200 in sideline equipment to SU Athletics
4. Coca-Cola will provide at least \$25,000 in marketing support for SU

**Exhibit 5.03(c)
To Beverage Agreement**

Aramark Estoppel Letter

See the attached two (2) pages.

Exhibit 7.02
To Beverage Agreement

Vending Commission Rates

1. 30% on Gross Sales on juice products at a \$1.25 vend price
2. 30% on Gross Sales on 20 oz. sparkling soft drinks at a \$1.25 vend price
3. 45% on Gross Sales of 12 oz. can sparkling products at a \$0.75 vend price
4. 30% on Gross Sales of 20 oz. sports drinks at a \$1.25 vend price
5. 30% on Gross Sales on 20 oz. water at a \$1.25 vend price
6. 45% on Gross Sales on 10 oz. water at a \$0.75 vend price

Exhibit 14.01
To Beverage Agreement

Other Benefits to Donor

1. Prominent hotlink on Southern University's Athletic Department official website (when available)
Prominent ad banner on Southern University's Athletic Department website (when available)
Corporate partner recognition on Southern University's Athletic Department website (when available)

Board of Supervisors of Southern University and Agricultural and Mechanical College

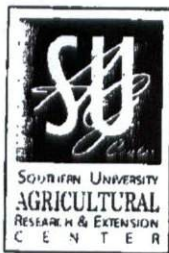
FINANCE COMMITTEE

RESOLUTION AUTHORIZING EXTENSION OF COX CABLE AGREEMENT

AUGUST 24, 2012

Be it resolved that the Chancellor is authorized to enter an extension of the current Cox Communication Contract on a month to month basis until the completion of the request for proposal process for evaluation and selection of a provider for a new contract.

"Linking Citizens of Louisiana with Opportunities for Success"



Southern University and A & M College System
AGRICULTURAL RESEARCH AND EXTENSION CENTER

Ashford O. Williams Hall
P. O. Box 10010
Baton Rouge, LA 70813
(225) 771-2242
(225) 771-2861 Fax
www.suagcenter.com

July 16, 2012

Dr. Ronald Mason, Jr., President
Southern University and A & M System
J.S. Clark Administration Building
Baton Rouge, Louisiana 70813

Dear Dr. Mason:

I am requesting permission to spend \$350,000.00 from the Pari Mutuel Racing restricted account number 901106 to cover the SU Ag Center shortfall that will result from the reduction in state appropriations for Fiscal year 12-13. Given the financial hardship caused by continuous state budget reductions, the SU Ag Center is requesting to spend these one-time funds to assist with this adjustment. This will allow us time for the new revenues from Act no. 800 to be realized. Our best estimate is these funds will be realized at the beginning of FY 13-14 totaling approximately 5 million dollars.

The Pari Mutuel account was established as a restricted account using carryover funds from Pari Mutuel Race Track Funds. The funds were restricted by the Southern University Board of Supervisors and were to be used for constructing a headquarters facility for the Southwest Center for Rural Initiatives. Rather than building a new facility we were able to purchase an excellent facility for much less money; approximately \$850,000 compared to an estimated \$4.5 million. Therefore, we are planning on using some of the saving from the remaining \$1.3 million to support the SU Ag Center's financial requirement through Fiscal Year 2012-2013.

Please approve this request and obtain the approval of the Board of Supervisors if required. If a discussion is needed of this matter, please let me know.

Sincerely,

Leodrey Williams, Chancellor

Cc: Kevin Appleton, Vice President of Finance

EXTENSION PROGRAMS
Agriculture and Natural Resources
Community and Economic Development
Family and Human Development
Nutrition, Diet and Health Education
Youth Development

LIVESTOCK SHOW OFFICE
Livestock and Poultry Show
State and National Rabbit Show
State and Regional Horse Show

RESEARCH PROGRAMS
Economics, Marketing, Policy and Community
Development
Human Nutrition, Health, Family and Consumer
Sciences
Plant and Animal Production Systems
Urban Forestry, Natural Resources and
Environment
(225)771-4464 Fax

TECHNOLOGY SERVICES
Data/Network/Web Management
Electronic Media
Publications
Technical Support and Training
(225) 771-4374 Fax

ACT No. 800

Regular Session, 2012

HOUSE BILL NO. 754

BY REPRESENTATIVES ROBIDEAUX, ABRAMSON, ADAMS, ARMES, BADON, BARRAS, BERTHELOT, BILLIOT, STUART BISHOP, WESLEY BISHOP, BROADWATER, BROWN, BURFORD, HENRY BURNS, TIM BURNS, CARMODY, CARTER, CHAMPAGNE, CHANEY, CONNICK, CROMER, FANNIN, FOIL, GAROFALO, GISCLAIR, GREENE, GUILLORY, GUINN, HARRIS, HAZEL, HENSGENS, HOFFMANN, HOLLIS, HOWARD, HUVAL, JEFFERSON, JOHNSON, KLECKLEY, LAMBERT, LEBAS, LEGER, LEOPOLD, LIGI, LORUSSO, MILLER, MONTUCET, ORTEGO, PIERRE, PONTI, POPE, PYLANT, REYNOLDS, RICHARDSON, RITCHIE, SCHEXNAYDER, SEABAUGH, SHADOIN, SIMON, ST. GERMAIN, THIBAUT, THOMPSON, WHITNEY, PATRICK WILLIAMS, AND WILLMOTT AND SENATORS DORSEY-COLOMB, RISER, AND WALSWORTH

AN ACT

To enact Subpart R of Part II-A of Chapter 1 of Subtitle 1 of Title 39 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 39:100.126, and Chapter 3 of Subtitle VII of Title 47 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 47:6301, relative to rebates; to authorize contracts for certain state sales and use tax rebates; to provide for definitions, requirements, and limitations; to provide for the amount, approval, and issuance of rebates; to provide for the recapture of rebates under certain circumstances; to provide relative to the payment of certain taxes in error; to provide with respect to administrative expenses; to provide for the disposition of certain state revenues; to establish the Unfunded Accrued Liability and Specialized Educational Institutions Support Fund; to provide for the deposit, use, and investment of monies in the fund; to authorize the promulgation of rules and regulations; to provide for an effective date; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Subpart R of Part II-A of Chapter 1 of Subtitle I of Title 39 of the Louisiana Revised Statutes of 1950, comprised of R.S. 39:100.126, is hereby enacted to read as follows:

1 SUBPART R. UNFUNDED ACCRUED LIABILITY
2 AND SPECIALIZED EDUCATIONAL INSTITUTIONS
3 SUPPORT FUND

4 §100.126. Specialized Educational Institutions Support Fund

5 A. There is hereby established in the state treasury a special fund to be
6 known as the "Unfunded Accrued Liability and Specialized Educational Institutions
7 Support Fund", hereinafter referred to as "fund". The fund shall be composed of two
8 accounts: the UAL Account and the Specialized Educational Institutions Account.
9 The source of monies for the fund shall be those state revenues deposited into the
10 fund pursuant to the requirements of R.S. 47:6301. Monies in the fund shall be
11 invested in the same manner as those in the state general fund. Monies remaining
12 in the fund at the end of the fiscal year shall be deposited into the UAL Account.

13 B. Monies in the fund shall be available for appropriation exclusively for (1)
14 payments against the unfunded accrued liability of the public retirement systems
15 which are in addition to any payments required for the annual amortization of the
16 unfunded accrued liability of the public retirement systems, as required by Article
17 X, Section 29(E)(2)(c) of the Constitution of Louisiana; however, any such payments
18 to the public retirement systems shall not be used, directly or indirectly, to fund
19 cost-of-living increases for such systems and (2) the support of operations of the
20 Louisiana Cancer Research Center of L.S.U. Health Sciences Center in New
21 Orleans/Tulane Health Sciences Center, the Feist-Weiller Cancer Center of LSU
22 Health Sciences Center - Shreveport, the Pennington Biomedical Research Center,
23 the Louisiana State University Agricultural Center, and the Southern University
24 Agricultural Research and Extension Center. Monies appropriated from the fund
25 shall not be used in any fiscal year to displace, replace, or supplant state general fund
26 support for these agencies.

27 C.(1) Appropriations from the Specialized Educational Institutions Account
28 in any fiscal year shall be allocated as provided in this Paragraph; however, in the
29 event that the amount available for appropriation in any fiscal year is insufficient to
30 provide for such allocations, the amounts allocated shall be reduced proportionately.

1 (a) Five Million Dollars for the Louisiana Cancer Research Center of L.S.U.
2 Health Sciences Center in New Orleans/Tulane Health Sciences Center.

3 (b) Five Million Dollars for the Feist-Weiller Cancer Center of LSU Health
4 Sciences Center - Shreveport.

5 (c) Ten Million Dollars for the Louisiana State University Agricultural
6 Center.

7 (d) Five Million Dollars for the Pennington Biomedical Research Center.

8 (e) Five Million Dollars for the Southern University Agricultural Research
9 and Extension Center.

10 (2) Appropriations from the UAL Account shall be exclusively for
11 additional payments against the unfunded accrued liability of the public retirement
12 systems as provided in Subsection (B)(1) of this Section.

13 Section 2. Chapter 3 of Subtitle VII of Title 47 of the Louisiana Revised Statutes of
14 1950, comprised of R.S. 47:6301, is hereby enacted to read as follows:

15 CHAPTER 3. PROCUREMENT PROCESSING COMPANY

16 REBATE PROGRAM

17 §6301. Rebates; contracts for certain state sales and use tax rebates

18 A. Definitions. For purposes of this Section, the following words shall have
19 the following meanings unless the context clearly indicates otherwise:

20 (1) "Affiliated entity" shall mean a person who, directly or indirectly through
21 one or more intermediaries, controls or is controlled by or is under common control
22 with another person.

23 (2) "Department" shall mean the Department of Revenue.

24 (3) "New taxable sales" shall mean the sale of goods and services upon
25 which state sales and use tax is paid under Title 47 of the Louisiana Revised Statutes
26 of 1950 and which would not have occurred in the state but for the operation in the
27 state of a procurement processing company. The term "new taxable sales" shall not
28 include any sales or purchases of services or property upon which such sales and use
29 tax would have been due if the procurement processing company was not operating
30 in the state.

1 (4) "Procurement processing company" means a company engaged in
2 managing the activities of unrelated purchasing companies.

3 (5) "Purchasing company" means a company engaged in the activity of
4 selling property and services to affiliated entities.

5 (6) "Secretary" shall mean the secretary of the Department of Revenue.

6 (7) "Significant positive economic benefit" means that net positive state tax
7 revenues are to be generated from the new taxable sales.

8 B. Contract. (1) The secretary of the Department of Economic
9 Development is authorized to enter into a contract with a procurement processing
10 company to recruit to Louisiana, purchasing companies that generate sales of items
11 subject to the taxes imposed under this Title the business of which shall have a
12 significant positive economic benefit to the state. The initial term of a contract shall
13 not exceed twenty years and shall be renewable for up to an additional twenty years.
14 The contract shall provide an incentive to the procurement processing company
15 which shall be paid in the form of a rebate of a portion of the state sales and use
16 taxes collected on new taxable sales by a purchasing company which is managed by
17 a procurement processing company.

18 (2) The contract shall include a provision whereby the procurement
19 processing company expressly acknowledges that if it receives a rebate for new
20 taxable sales under the provisions of R.S. 47:6301, in no event shall the taxes on
21 such new taxable sales remitted to Louisiana by the purchasing company or affiliated
22 entity constitute an overpayment as defined in R.S. 47:1621.

23 (3) Any contract between the procurement processing company and a
24 purchasing company shall include a provision whereby the parties in such contract
25 expressly acknowledge that if the procurement processing company receives a rebate
26 for new taxable sales under the provisions of R.S. 47:6301, in no event shall the
27 taxes on such new taxable sales remitted to Louisiana by the purchasing company
28 or affiliated entity constitute an overpayment as defined in R.S. 47:1621.

29 C. Certification of sales. The secretary of the department shall determine the
30 amount of incentive rebates to be paid to a procurement processing company

1 pursuant to the contract. Rebate payments shall be based upon the amount of new
2 taxable sales which are certified by the secretary.

3 D. Payment of rebate.

4 (1) Notwithstanding any provision of law to the contrary, the secretary of the
5 department shall make the rebate authorized pursuant to the provisions of this
6 Section from the state sales tax revenue generated by the new taxable sales occurring
7 in this state as a result of the operation of a procurement processing company in
8 Louisiana.

9 (2) If after a rebate has been paid, the department determines that certain
10 items included in the rebate payment did not constitute new taxable sales, the amount
11 rebated for those items shall be recaptured by the department from the procurement
12 processing company, subject to the prescriptive period set forth in R.S. 47:1561.2.

13 (3) Notwithstanding any provision of law to the contrary, if a procurement
14 processing company receives a rebate for new taxable sales under the provisions of
15 this Section, in no event shall the taxes on such new taxable sales remitted to
16 Louisiana by the purchasing company or affiliated entity constitute an overpayment
17 as defined in R.S. 47:1621.

18 E. The Department of Revenue may promulgate rules and regulations in
19 accordance with the provisions of the Administrative Procedure Act as are necessary
20 to implement the provisions of this Section.

21 F. Administrative expenses. From the collections of new state sales tax
22 revenue generated by new taxable sales as a result of the activities of purchasing
23 companies pursuant to the provisions of this Section, the secretary of the department
24 is authorized to retain an amount necessary to provide for the expenses the
25 department shall incur in the administration of the provisions of this Section. Such
26 monies are hereby designated to be self-generated revenues of the department.

27 G. Disposition of collections resulting from new taxable sales.

28 The state sales tax revenues generated as a result of the activities of
29 purchasing companies pursuant to this Section which are deposited into the state

1 general fund shall thereafter be disbursed during each fiscal year in the following
2 order of priority:

3 (1) The payment of rebates to procurement processing companies by the
4 secretary of the Department of Revenue in accordance with the provisions of a
5 contract, which payments shall be made from current sales tax collections pursuant
6 to Paragraph (D)(1) of this Section.

7 (2) Retention by the department of amounts necessary to provide for the
8 expenses of the department pursuant to the provisions of Subsection F of this
9 Section.

10 (3) Of the monies remaining after satisfaction of the requirements of
11 Paragraphs (1) and (2) of this Subsection as determined by the secretary pursuant to
12 Subsection H, the state treasurer is hereby authorized and directed to transfer the
13 amount of thirty million dollars, or as much thereof as is available, from the state
14 general fund to the Unfunded Accrued Liability and Specialized Educational
15 Institutions Support Fund-Specialized Educational Institutions Account, which is
16 established pursuant to R.S. 39:100.126. Each fiscal year, the transfer shall occur as
17 soon as is practicable, upon notification by the secretary of the Department of
18 Revenue that revenues sufficient to provide for this distribution have been deposited
19 into the treasury.

20 (4) Of the monies remaining after satisfaction of the requirements of
21 Paragraphs (1) through (3) of this Subsection as determined by the secretary pursuant
22 to Subsection H, the state treasurer is hereby authorized and directed to transfer from
23 the state general fund to the Unfunded Accrued Liability and Specialized
24 Educational Institutions Support Fund-UAL Account an amount equal to ten percent
25 of the total remaining state sales tax revenues collected in and attributable to that
26 fiscal year as a result of the activities of purchasing companies. The transfer shall
27 occur no later than August tenth of each year.

28 H. The availability of monies necessary to comply with the provisions of
29 Subsection G shall be evidenced by the amount of state sales tax revenue generated
30 by the new taxable sales upon which a rebate has been paid pursuant to this Section.

1 The secretary is authorized and directed to estimate the amount of taxes which have
2 been deposited into the state general fund as a result of such new taxable sales.
3 Upon request, the secretary shall provide written notification to the state treasurer as
4 to the amount of money available for the making of deposits as required by this
5 Subsection.

6 Section 3. This Act shall become effective on July 1, 2012; if vetoed by the governor
7 and subsequently approved by the legislature, this Act shall become effective on July 1,
8 2012, or on the day following such approval by the legislature, whichever is later.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____

Southern University System Totals
General Fund Budget Projections
For Fiscal Year Ending June 30, 2012
(Preliminary)

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	\$ 53,366,934	\$ -	\$ 53,366,934	\$ 53,366,935	100.0%	\$ (1)
Statutory Dedicated	4,552,862	101,731	4,654,593	4,654,593	97.8%	-
Funds Due From Mgmt or BOR	1,389,777	-	1,389,777	1,567,808	88.6%	(178,031)
Federal	3,379,752	-	3,379,752	3,379,752	100.0%	(0)
Self Generated						
Tuition - Fall 2011	21,003,843	-	21,003,843	20,966,339	100.2%	37,505
Tuition - Spring 2012	19,762,873	-	19,762,873	19,757,788	100.0%	5,085
Tuition - Summer	3,816,134	-	3,816,134	4,339,485	87.9%	(523,351)
Out-of-State Fees	6,507,396	-	6,507,396	6,618,036	98.3%	(110,640)
Other	14,835,697	1,403,595	16,239,292	19,643,611	75.5%	(3,404,319)
ACT 971	876,685	180,583	1,057,268	1,057,268	82.9%	-
Total Revenues	\$ 129,491,954	\$ 1,685,909	\$ 131,177,863	\$ 135,351,616	95.7%	\$ (4,173,753)
Expenditures by Object						
Salaries	\$ 71,165,185	\$ (310,257)	\$ 70,854,928	\$ 71,688,725	99.3%	\$ (833,797)
Other Compensation	390,928	-	390,928	293,477	133.2%	97,451
Related Benefits	28,141,083	(111,553)	28,029,530	28,811,738	97.7%	(782,208)
Total Personal Services	\$ 99,697,195	\$ (421,810)	\$ 99,275,385	\$ 100,793,940	98.9%	\$ (1,518,555)
Travel	\$ 567,619	\$ (373)	\$ 567,245	\$ 652,247	87.0%	(85,002)
Operating Services	11,533,499	(41,259)	11,492,240	14,182,356	81.3%	(2,690,116)
Supplies	1,401,752	-	1,401,752	1,410,978	99.3%	(9,226)
Act 971	603,857	-	603,857	603,857	100.0%	-
Total Operating Expenses	\$ 13,539,109	\$ (41,259)	\$ 13,497,849	\$ 16,197,191	83.6%	\$ (2,699,342)
Professional Services	397,412	(16,283)	381,129	497,440	79.9%	(116,311)
Other Charges	4,553,781	659,820	5,213,601	4,973,660	91.6%	239,941
Debt Services	75,542	-	75,542	75,542	100.0%	-
Interagency Transfers	4,961,489	374,213	5,335,702	4,879,565	101.7%	456,137
Total Other Charges	\$ 9,988,225	\$ 1,017,750	\$ 11,005,974	\$ 10,426,207	95.8%	\$ 579,767
General Acquisitions	280,890	2,580	283,470	535,952	52.4%	(252,482)
Library Acquisitions	613,208	-	613,208	659,946	92.9%	(46,738)
Major Repairs	-	-	-	60,000	0.0%	(60,000)
Act 971	421,962	31,449	453,411	453,411		-
Total Acquist. & Major Repairs	\$ 1,316,060	\$ 34,029	\$ 1,350,089	\$ 1,709,309	77.0%	\$ (359,220)
Scholarships	\$ 5,468,952	\$ (60,000)	5,408,952	\$ 5,572,722	98.1%	(163,770)
Total Expenditures	\$ 130,577,159	\$ 528,335	\$ 131,105,494	\$ 135,351,616	96.5%	\$ (4,246,122)

Southern University Board and System Administration
 General Fund Budget Projections
 For Fiscal Year Ending June 30, 2012

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	\$ 2,200,434		\$ 2,200,434	\$ 2,200,434	100.0%	-
Statutory Dedicated						-
Funds Due From Mgmt or BOR						-
Federal						-
Self Generated						-
Tuition - Fall 2011						-
Tuition - Spring 2012						-
Tuition - Summer						-
Out-of-State Fees						-
Other						-
Act 971						-
Total Revenues	\$ 2,200,434	\$ -	\$ 2,200,434	\$ 2,200,434	100.0%	-
Expenditures by Object						
Salaries	\$ 1,125,687	\$ -	1,125,687	\$ 1,139,784	98.8%	(14,097)
Other Compensation	35,417		35,417	57,000	62.1%	(21,583)
Related Benefits	272,859		272,859	393,646	69.3%	(120,787)
Total Personal Services	\$ 1,433,963	\$ -	\$ 1,433,963	\$ 1,590,430	90.2%	(156,467)
Travel	\$ 67,131	\$ (373)	\$ 66,757	63,731	105.3%	3,026
Operating Services	29,550	(296)	29,254	29,167	101.3%	87
Supplies	7,768		7,768	13,900	55.9%	(6,132)
Total Operating Expenses	\$ 37,317	\$ (296)	\$ 37,022	\$ 43,067	86.6%	(6,045)
Professional Services	16,283	(16,283)	-			
Other Charges		162,692	162,692	3,206	0.0%	159,486
Debt Services						
Interagency Transfers	500,000		500,000	500,000	100.0%	-
Total Other Charges	\$ 516,283	\$ 146,409	\$ 662,692	\$ 503,206	102.6%	159,486
General Acquisitions	-	-				-
Library Acquisitions	-	-				-
Major Repairs	-	-				-
Act 971						
Total Acquist. & Major Repairs	\$ -	\$ -	\$ -	\$ -		-
Scholarships	-	-				-
Total Expenditures	\$ 2,054,694	\$ 145,740	\$ 2,200,434	\$ 2,200,434	93.4%	(0)

Southern University - Baton Rouge
General Fund Budget Projections
For Fiscal Year Ending June 30, 2012

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	\$ 28,813,643		\$ 28,813,643	\$ 28,813,644	100.0%	\$ (1)
Statutory Dedicated	1,869,072		1,869,072	1,869,072	100.0%	-
Funds Due From Mgmt or BOR	1,389,777		1,389,777	1,567,808	88.6%	(178,031)
Federal			-	0	0.0%	(0)
Self Generated			-			
Tuition - Fall 2011	11,016,952		11,016,952	10,892,459	101.1%	124,494
Tuition - Spring 2012	10,360,871		10,360,871	10,296,907	100.6%	63,964
Tuition - Summer	2,112,190		2,112,190	2,597,119	81.3%	(484,929)
Out-of-State Fees	5,097,231		5,097,231	5,133,239	99.3%	(36,008)
Other	10,482,716	1,283,595	11,766,311	15,268,317	68.7%	(3,502,006)
Act 971		31,449	31,449	31,449	0.0%	-
Total Revenues	\$ 71,142,453	\$ 1,315,044	\$ 72,457,497	\$ 76,470,015	93.0%	\$ (4,012,518)
Expenditures by Object						
Salaries	\$ 38,472,040	\$ 912	\$ 38,472,952	\$ 39,055,725	98.5%	\$ (582,773)
Other Compensation	218,523		218,523	236,477	92.4%	(17,954)
Related Benefits	16,058,285	447	16,058,731	17,766,098	90.4%	(1,707,367)
Total Personal Services	\$ 54,748,848	\$ 1,359	\$ 54,750,206	\$ 57,058,300	96.0%	\$ (2,308,094)
Travel	\$ 101,632		\$ 101,632	\$ 195,372	52.0%	(93,740)
Operating Services	6,503,779	242,036	6,745,815	8,545,416	76.1%	(1,799,601)
Supplies	793,796		793,796	843,310	94.1%	(49,514)
Total Operating Expenses	\$ 7,297,575	\$ 242,036	\$ 7,539,611	\$ 9,388,726	170.2%	\$ (1,849,115)
Professional Services	91,907		91,907	235,667	39.0%	(143,760)
Other Charges	3,669,001	426,871	4,095,872	3,790,373	96.8%	305,499
Debt Services			-			
Interagency Transfers	601,974		601,974	652,003	92.3%	(50,029)
Total Other Charges	\$ 4,362,882	\$ 426,871	\$ 4,789,753	\$ 4,678,043	93.3%	\$ 111,710
General Acquisitions	149,971	2,580	152,551	253,126	59.2%	(100,575)
Library Acquisitions	117,017		117,017	137,649	85.0%	(20,632)
Major Repairs			-	10,000	0.0%	(10,000)
Act 971	-	31,449	31,449	31,449	0.0%	-
Total Acquist. & Major Repairs	\$ 266,988	\$ 34,029	\$ 301,017	\$ 432,224	61.8%	\$ (131,207)
Scholarships	\$ 4,975,278	\$ -	\$ 4,975,278	\$ 4,717,350	105.5%	257,928
Total Expenditures	\$ 71,753,202	\$ 704,295	\$ 72,457,497	\$ 76,470,015	93.8%	\$ (4,012,518)

Southern University Law Center
General Fund Budget Projections
For Fiscal Year Ending June 30, 2012

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	4,405,132		4,405,132	4,405,132	100.0%	-
Statutory Dedicated	204,050		204,050	204,050	100.0%	-
Funds Due From Mgmt or BOR			-			-
Federal			-			-
Self Generated			-			-
Tuition - Fall 2011	2,939,360		2,939,360	2,913,005	100.9%	26,355
Tuition - Spring 2012	2,662,084		2,662,084	2,699,207	98.6%	(37,123)
Tuition - Summer	736,448		736,448	638,366	115.4%	98,082
Out-of-State Fees	1,185,682		1,185,682	1,378,550	86.0%	(192,868)
Other	1,122,277		1,122,277	1,173,651	95.6%	(51,374)
Act 971	421,962		421,962	421,962	100.0%	-
Total Revenues	13,676,995	-	13,676,995	13,833,923	98.9%	(156,928)
Expenditures by Object						
Salaries	7,280,104		7,280,104	7,002,447	104.0%	277,657
Other Compensation			-	-		-
Related Benefits	2,241,566		2,241,566	2,162,591	103.7%	78,975
Total Personal Services	\$ 9,521,670	\$ -	\$ 9,521,670	\$ 9,165,038	103.9%	356,632
Travel	\$ 165,712		\$ 165,712	\$ 180,800	91.7%	(15,088)
Operating Services	1,647,524		1,647,524	1,746,573	94.3%	(99,049)
Supplies	102,441		102,441	146,200	70.1%	(43,759)
Total Operating Expenses	\$ 1,749,965	\$ -	\$ 1,749,965	\$ 1,892,773	92.5%	\$ (142,808)
Professional Services	68,431		68,431	152,500	44.9%	(84,069)
Other Charges	109,050		109,050	109,050	100.0%	-
Debt Services			-	-		-
Interagency Transfers	966,200		966,200	966,200	100.0%	-
Total Other Charges	\$ 1,143,681	\$ -	\$ 1,143,681	\$ 1,227,750	93.2%	(84,069)
General Acquisitions	93,154		93,154	205,600	45.3%	(112,446)
Library Acquisitions	431,279		431,279	450,000	95.8%	(18,721)
Major Repairs	-		-	50,000	0.0%	(50,000)
Act 971	421,962		421,962	421,962	100.0%	-
Total Acquist. & Major Repairs	\$ 946,395	\$ -	\$ 946,395	\$ 1,127,562	83.9%	(181,167)
Scholarships	\$ 149,572		\$ 149,572	\$ 240,000	62.3%	(90,428)
Total Expenditures	\$ 13,676,995	\$ -	\$ 13,676,995	\$ 13,833,923	98.9%	(156,928)

Southern University at New Orleans
General Fund Budget Projections
For Fiscal Year Ending June 30, 2012

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	\$ 9,231,194		\$ 9,231,194	\$ 9,231,194	100.0%	\$ -
Statutory Dedicated	482,520	101,731	584,251	584,251	82.6%	-
Funds Due From Mgmt or BOR			-			-
Federal			-			
Self Generated			-			-
Tuition - Fall 2011	4,200,290		4,200,290	4,300,410	97.7%	(100,120)
Tuition - Spring 2012	4,078,174		4,078,174	3,901,209	104.5%	176,965
Tuition - Summer	542,486		542,486	800,000	67.8%	(257,514)
Out-of-State Fees	224,483		224,483	100,597	223.2%	123,886
Other	2,220,706		2,220,706	2,163,923	102.6%	56,783
Act 971	454,723		454,723	454,723	100.0%	-
Total Revenues	\$ 21,434,576	\$ 101,731	\$ 21,536,307	\$ 21,536,307	99.5%	\$ -
Expenditures by Object						
Salaries	\$ 12,078,410		\$ 12,078,410	\$ 12,537,635	96.3%	\$ (459,225)
Other Compensation	136,988		136,988	0.00	#DIV/0!	136,988
Related Benefits	5,232,331		5,232,331	4,620,797	113.2%	611,534
Total Personal Services	\$ 17,447,729	\$ -	\$ 17,447,729	\$ 17,158,432	101.7%	\$ 289,297
Travel	\$ 31,001		\$ 31,001		0.0%	\$ 31,001
Operating Services	1,467,198		1,467,198	1,781,269	82.4%	(314,071)
Supplies	169,826		169,826	144,666	117.4%	25,160
Act 971	454,723		454,723	454,723	100.0%	-
Total Operating Expenses	\$ 2,091,747	\$ -	\$ 2,091,747	\$ 2,380,658	87.9%	\$ (288,911)
Professional Services	128,035		128,035	-	#DIV/0!	128,035
Other Charges	117,743	70,257	188,000	357,753	32.9%	(169,753)
Debt Services			-			-
Interagency Transfers	1,430,260	93,845	1,524,105	1,104,092	129.5%	420,013
Total Other Charges	\$ 1,676,038	\$ 164,102	\$ 1,840,140	\$ 1,461,845	114.7%	\$ 378,295
General Acquisitions			-			-
Library Acquisitions	993		993	20,000	5.0%	(19,007)
Major Repairs			-			-
Total Acquist. & Major Repairs	\$ 993	\$ -	\$ 993	\$ 20,000	5.0%	\$ (19,007)
Scholarships	\$ 124,697		\$ 124,697	\$ 515,372	24.2%	(390,675)
Total Expenditures	\$ 21,372,205	\$ 164,102	\$ 21,536,307	\$ 21,536,307	99.2%	\$ -

Southern University at Shreveport
General Fund Budget Projections
For Fiscal Year Ending June 30, 2012

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	\$ 6,258,579	\$ -	\$ 6,258,579	\$ 6,258,579	100.0%	\$ -
Statutory Dedicated	191,210		191,210	191,210	100.0%	-
Funds Due From Mgmt or BOR			-	-	-	-
Federal			-	-	-	-
Self Generated						
Tuition - Fall 2011	2,847,241		2,847,241	2,860,465	99.5%	(13,224)
Tuition - Spring 2012	2,661,744		2,661,744	2,860,465	93.1%	(198,721)
Tuition - Summer	425,010	-	425,010	304,000	139.8%	121,010
Out-of-State Fees	-		-	5,650	0.0%	(5,650)
Other	909,998	120,000	1,029,998	937,720	97.0%	92,278
Act 971		149,134	149,134	149,134	0.0%	-
Total Revenues	\$ 13,293,782	\$ 269,134	\$ 13,562,916	\$ 13,567,223	98.0%	\$ (4,307)
Expenditures by Object						
Salaries	\$ 8,083,077	\$ (311,169)	\$ 7,771,908	\$ 7,672,434	105.4%	\$ 99,474
Other Compensation	-		-	-		-
Related Benefits	2,928,316	(112,000)	2,816,316	2,660,946	110.0%	155,370
Total Personal Services	\$ 11,011,393	\$ (423,169)	\$ 10,588,224	\$ 10,333,380	106.6%	\$ 254,844
Travel	\$ 29,427		\$ 29,427	33,675	87.4%	(4,248)
Operating Services	1,600,917	(283,000)	1,317,917	1,679,191	95.3%	(361,274)
Supplies	82,748		82,748	95,107	87.0%	(12,359)
Act 971	149,134		149,134	149,134	100.0%	-
Total Operating Expenses	\$ 1,832,799	\$ (283,000)	\$ 1,549,799	\$ 1,923,432	95.3%	\$ (373,633)
Professional Services	65,748		65,748	55,233	119.0%	10,515
Other Charges	488,941		488,941	604,032	80.9%	(115,091)
Debt Services	75,542		75,542	75,542	100.0%	-
Interagency Transfers	531,504		531,504	388,632	136.8%	142,872
Total Other Charges	\$ 1,161,735	\$ -	\$ 1,161,735	\$ 1,123,439	103.4%	\$ 38,296
General Acquisitions		-	-	1,000	0.0%	(1,000)
Library Acquisitions	63,919		63,919	52,297	122.2%	11,622
Major Repairs			-	-	-	-
Total Acquist. & Major Repairs	\$ 63,919	\$ -	\$ 63,919	\$ 53,297	119.9%	\$ 10,622
Scholarships	219,405	(60,000)	159,405	100,000	219.4%	59,405
Total Expenditures	\$ 14,318,678	\$ (766,169)	\$ 13,552,509	\$ 13,567,223	105.5%	\$ (14,714)

Southern University Agricultural Research and Extension Center
 General Fund Budget Projections
 For Fiscal Year Ending June 30, 2012

	Actual as of 6/30/2012	Adjustments	Total FY 2011-12	Budget as of 6/30/2012	Actual as % of Budget	Over (Under) Budget
Revenues						
General Fund Direct	\$ 2,457,952		\$ 2,457,952	\$ 2,457,952	100.0%	\$ -
Statutory Dedicated	1,806,010		1,806,010	1,806,010	100.0%	-
Funds Due From Mgmt or BOR			-			
Federal	3,379,752		3,379,752	3,379,752	100.0%	-
Self Generated						
Tuition - Fall 2011			-			
Tuition - Spring 2012			-			
Tuition - Summer			-			
Out-of-State Fees			-			
Other	100,000		100,000	100,000	100.0%	-
Act 971			-			
Total Revenues	\$ 7,743,714	\$ -	\$ 7,743,714	\$ 7,743,714	100.0%	\$ -
Expenditures by Object						
Salaries	\$ 4,125,867		4,125,867	\$ 4,280,700	96.4%	\$ (154,833)
Other Compensation			-			-
Related Benefits	1,407,726		1,407,726	1,207,660	116.6%	200,066
Total Personal Services	\$ 5,533,593		\$ 5,533,593	\$ 5,488,360	100.8%	\$ 45,233
Travel	\$ 172,716		\$ 172,716	\$ 178,669	96.7%	(5,953)
Operating Services	284,532		284,532	400,740	71.0%	(116,208)
Supplies	245,174		245,174	167,795	146.1%	77,379
Total Operating Expenses	\$ 529,706		\$ 529,706	\$ 568,535	93.2%	\$ (38,829)
Professional Services	27,008		27,008	54,040	50.0%	(27,032)
Other Charges	169,046		169,046	109,246	154.7%	59,800
Debt Services			-			-
Interagency Transfers	931,551	280,368	1,211,919	1,268,638	73.4%	(56,719)
Total Other Charges	\$ 1,127,605	\$ 280,368	\$ 1,407,973	\$ 1,431,924	78.7%	\$ (23,951)
General Acquisitions	37,765		37,765	76,226	49.5%	(38,461)
Library Acquisitions			-			-
Major Repairs			-			-
Total Acquist. & Major Repairs	\$ 37,765		\$ 37,765	\$ 76,226	49.5%	\$ (38,461)
Scholarships			\$ -			-
Total Expenditures	\$ 7,401,384	\$ 280,368	\$ 7,681,752	\$ 7,743,714	95.6%	\$ (61,962)



OFFICE OF THE INTERNAL AUDITOR
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August 15, 2012

The Honorable Myron K. Lawson, Chairman
Finance and Audit Committee
Board of Supervisors
Southern University
Baton Rouge, Louisiana 70813

Dear Mr. Lawson:

Pursuant to your request, attached for consideration by the Finance and Audit Committee at its August 24 meeting, are audit findings noted by the Louisiana Legislative Auditor and Silva Gurtner & Abney, CPAs, for the period ending June 30, 2011. The reports also include Management's responses reflecting the status of their corrective measures.

Sincerely,

A handwritten signature in cursive script, reading "Linda H. Catalon".

Linda H. Catalon, Director

Enclosures: 3

Southern University System Financial Statement Audit - Summary of Audit Findings 2010-11

Campus	Issue	Summary of 2010-11 Finding	Auditor's Comments / Recommendation	Corrective Actions	Status of Corrective Action
SYSTEM, ALL CAMPUSES	Inaccurate Annual Fiscal Report Preparation	Fifth consecutive year. The System management had errors and omissions in its annual fiscal report (AFR) and submitted the AFR 62 days after the Office of Statewide Reporting and Accounting Policy deadline. The System did not ensure that monthly fiscal periods were closed timely in the new financial accounting system (Banner) and did not ensure support was provided timely for all requested information.	<ul style="list-style-type: none"> • Management should develop written procedures to ensure that accurate and complete financial information is included in the AFR, the AFR is reviewed for accuracy and submitted to OSRAP timely, and the fiscal periods are closed timely after the end of the accounting periods. • Management should also ensure that supporting documentation for its AFR is maintained and available to be provided to the auditors timely. • Management concurred in part with the finding and provided a plan of corrective actions. 	<ul style="list-style-type: none"> • Southern University System (SUS) will enhance procedures to ensure timeliness, accuracy and completeness in the development and submission of the Annual Financial Report (AFR), and related disclosures. Such enhancements will include written procedures and instructions, timetables for compiling financial information, along with campus-level and system-level supervisory reviews. • SUS has formed system-wide functional and technical steering committees for collaboration, communication, and adoption of best practices in Higher Education business administration and information technology. • SUS has developed an inter-campus team to plan and implement the consolidation of the separate charts of accounts into a single chart of accounts by July 1, 2012. • Development of the SUS Shared Services Alliance to ensure the success of all system campuses in a collaborative environment, and provide support for campuses limited by fiscal or physical resources. • Development of task force committees to address issues regarding policies and procedures, standardized business processes, risk assessment, audit and controls, and educational awareness. 	System is currently preparing 2012 Annual Financial Report (AFR)
SUBR, SUNO, SUSLA	Insufficient Control Over Leave Records	Employee leave records reflect inaccurate leave balances. This is the fourth consecutive year for the Agricultural & Mechanical College (A&M) campus and the third consecutive year for the New Orleans campus to have this finding.	<ul style="list-style-type: none"> • Management should ensure that all leave records are mathematically accurate and should implement adequate supervisory and review procedures to ensure that accurate leave records are maintained. • Management should also consider adjusting its payroll process to eliminate the submission of time sheets so far in advance of the end of the pay period. 	<ul style="list-style-type: none"> • Staff at all campuses are currently focused on reviewing and correcting, where necessary, all leave records in preparation for implementation of the Banner Web-Time and leave Entry System. This will replace many of the manual processes we currently utilize, automate the calculation and accrual of leave within the ERP system, and provide detailed periodic reports of leave balances to employees and supervisors. • Managers who approve leave will be provided training regarding the particulars of payroll coordination and leave processing. • The system will review, coordinate and revise, as necessary, policies and procedures to prevent negative leave balances. 	Findings Corrected
SYSTEM	Ineffective Internal Audit Function	For the third consecutive year, the System did not have an effective internal audit function. Internal Audit did not report on any areas considered high risk in its audit plan. In addition, only three reports were issued pertaining to fiscal year 2011 and the reports only covered two campuses.	Management should ensure the Internal Audit section addresses identified high risk areas, including those related to Information Technology, to ensure controls have been implemented to properly safeguard assets and prevent or detect errors and fraud in a timely manner.	<ul style="list-style-type: none"> • The internal audit function has been restructured from a distributed and dispersed unit strictly aligned to individual campuses, to a more centralized function with all campus-based auditors reporting directly to the System Director of Internal Audit, with an informational reporting line to the applicable campus Chancellors. • Considering the risks identified by management and each campus director, a system-wide audit plan has been developed. Such areas included Human Resources and the Office of Student Financial Aid which are identified as high risk areas. IA efforts will focus in these areas to assist in identifying errors and resolving past audit findings. 	Internal Audit performed system-wide audits in areas noted as high risk

Southern University System Financial Statement Audit - Summary of Audit Findings 2010-11

Campus	Issue	Summary of 2010-11 Finding	Auditor's Comments / Recommendation	Corrective Actions	Status of Corrective Action
SYSTEM, ALL CAMPUSES	Weaknesses in Administering and Monitoring User Access in the Banner System	Access to the payroll and procurement processes in the Banner system was not granted on a business-need-only basis and that there was not an adequate segregation of duties. The System did not ensure changes to Banner system data were properly logged.	<ul style="list-style-type: none"> •Management should thoroughly reevaluate access needs for its employees to determine whether the access currently granted is appropriate to current business need and supports the segregation of duties where possible. Where segregation of duties is not possible, management should work with its employees to implement compensating controls. •In addition, an appropriate level of management should review reports generated from the database level log on a regular basis and take corrective action when needed. •Management should segregate these duties where one employee would not have the capabilities to do both functions. Although management indicates they have some compensating controls, these do not mitigate the risk caused by an employee having the ability to create purchase orders and modify vendor tables. 	<p>Efforts will be made to maintain appropriate segregation of duties with existing personnel. Incompatible user access privileges will be revoked as required.</p> <p>Database Logging: We have implemented auditing processes to monitor updates/inserts to the Banner production database. The procedures include the following:</p> <p>Server Access: Setup of server where audit trail-trail;</p> <p>Audit Definition: Setting audit options to monitor all DDL(CREATE, ALTER & DROP of objects) and DML (INSERT, UPDATE, DELETE, SELECT, EXECUTE);</p> <p>View Audit Trail: The audit trail is stored in the SYS.AUD\$ table. Its contents can be viewed directly or via views;</p> <p>Maintenance: The audit trail must be archived on a regular basis to prevent the SYS.AUD\$ table growing to an unmanageable size;</p> <p>Security: Only DBAs have maintenance access to the audit trail.</p> <p>Audit Report: The audit report created by this process will be reviewed by the DBA, Director of Information Systems and the Functional Security Administrator.</p>	Finding Corrected
SYSTEM	Lack of Centralized Governance Over Information Technology	The System lacks adequately defined information technology (IT) policies, procedures, roles, and responsibilities at the System level to ensure that System strategies and objectives are aligned and delivered efficiently and effectively.	<p>A decentralized IT management structure increases the risk that System-wide IT priorities may not be adequately set, which will likely result in inefficient and ineffective operations. However, a centralized IT management approach allows for consistent IT governance, ensures that IT-related decisions are made in line with System strategies and objectives, provides effective oversight of IT-related processes, and enhances compliance with legal and regulatory requirements.</p> <p>Management should centrally draft and implement System-wide IT policies and procedures, based on input from the campuses' management that would ensure consistent and reliable compliance with System strategies and objectives and would move toward standardization of business processes System-wide.</p>	<ul style="list-style-type: none"> •SUS has formed system- wide functional and technical steering committees for collaboration, communication, and adoption of best practices in Higher Education business administration and information technology. •In February 2012, the Southern University System Board of Supervisors approved an IT Governance plan to provide oversight and coordination of Information Technology policies and procedures through the Southern University System Vice President of Information and Technology Management. •The Office of Information Technology and Management has developed system IT policies to specifically address the issues of consistent IT governance and improve controls throughout the campuses and system office. •An IT Handbook is under development that clearly defines the IT Governance included but not limited to coordination and management of Information Technology Services across the SU System and campuses. 	On-going process; Final recommendation will be completed 12/12
SYSTEM, SUBR, SUNO, SULC	Noncompliance with Board of Regents Endowment Requirements	The A&M campus, Law Center, and the New Orleans campus failed to submit annual agreed-upon procedures reports on investment compliance to the Board of Regents (BOR) by October 31, 2011. The A&M campus and the Law Center reports for fiscal year 2011 were issued five months after the required BOR date. The New Orleans campus report was issued two months late.	The System's management should ensure compliance with the requirements of the BOR's Investment Policy and ensure that all Endowment program reports are submitted timely.	The system's management will coordinate the contracting of the agreed-upon-procedures to ensure that the endowment program reports are submitted timely.	Board of Regents extended the report due date to 12/1/2012; Audit is due 1/15/13

Southern University System Financial Statement Audit - Summary of Audit Findings 2010-11

<u>Campus</u>	<u>Issue</u>	<u>Summary of 2010-11 Finding</u>	<u>Auditor's Comments / Recommendation</u>	<u>Corrective Actions</u>	<u>Status of Corrective Action</u>
SYSTEM, SULC, SUNO, SUSLA	Noncompliance with Louisiana Laws for Fee Waivers	For the second consecutive year, the System could not provide evidence that students were informed in a timely manner of the criteria and procedures for obtaining hardship waivers for the Law Center and the New Orleans and Shreveport campuses. As a result, no students were given fee waivers.	The System should ensure that all campuses follow established criteria for granting the waivers as required by Louisiana law. In addition, the System should ensure that all campuses have established and implemented procedures to inform students in a timely manner of the criteria and procedures for obtaining financial hardship fee waivers.	<ul style="list-style-type: none"> • The Southern University Board of Supervisors retroactively authorized approval of a system-wide fee waiver policy on August 26, 2011. • Students are given notification of fee waivers on the Southern University Law Center web site. In addition, prior to each semester, notification of hardship fee waivers are streamed on the video monitors throughout the Law Center. • The 2010-11 campus policy on fee waivers was posted on the Southern University Shreveport web site, and the fee waiver policy was advertised on the website homepage. Signs were posted in campus buildings, and handouts were provided to new and transfer students attending orientation to inform them of criteria for waivers. • The 2010-11 campus policy on fee waivers was posted on the Southern University New Orleans web site. Management will ensure the timely posting of waiver criteria using available social media, including Facebook and Twitter, as well as placing signage at various campus locations 	Corrected

Southern University Law Center
 Financial Statement Audit
 Summary of Audit Findings 2010-11

Issue	Summary of 2010-11 Finding	Auditor's Comments / Recommendation	Corrective Actions
Inaccurate Annual Fiscal Report Preparation	Late submission, errors, misstatements and lack of appropriate disclosure in financial statements. Fiscal periods not closed monthly.	Management could not provide proper support or approval for certain transactions and made significant errors and/or omissions in its annual fiscal report (AFR), which required adjustment. The Law Center also did not ensure that monthly fiscal periods were closed timely in the new financial accounting system, Banner.	Management has and will continue to place greater emphasis on providing accurate and timely financial information and reports. In addition to performing internal secondary reviews, management is giving consideration to including an external secondary review of the annual financial report to ensure a higher degree of accuracy.
Noncompliance with Board of Regents Endowment Requirements	SULC failed to submit annual agreed-upon procedures reports to the Board of Regents (BOR) by October 31, 2011.	Management should ensure compliance with the requirements of the BOR's Investment Policy and ensure that all Endowment program reports are submitted timely.	The system's management will coordinate the contracting of the agreed-upon-procedures to ensure that the endowment program reports are submitted timely.
Noncompliance with Louisiana Laws for Fee Waivers	Failure to ensure that students are notified timely of the application process for hardship fee waivers results in noncompliance with state law.	The Law Center should establish a system-wide method of notifying students timely of the availability of waivers for all applicable fees and should ensure that this information can easily be accessible by the students. Management did not concur with the finding.	Students are notified of fee waivers on the Law Center's Web site. No students qualified for the operational fee waiver because they did not apply for all types of financial aid offered.
Weakness Over Moveable Property	The Law Center did not timely dispose of assets that were in a non-working condition.	The Law Center should implement controls to ensure its staff notifies the property control manager immediately when assets cease to be functional and that the property control manager timely submits the proper information to LPAA.	Management did not concur with the finding. Provided justification for the timing of surplus property actions.

**Southern University System
A-133 Single Audit Report
Summary of Audit Findings 2010-11**

<u>Campus / Finding #</u>	<u>Issue</u>	<u>[—FY2010-2011—]</u>		<u>Comments</u>
		<u>Finding</u>	<u>Questioned Costs</u>	
SUNO / 2011-1, 2010-3, 2009-8	Return of Title IV Funds	<u>YES</u>	<u>\$3,330</u>	Refund calculation not performed timely. Funds not returned in 45 days. Calculation done incorrectly.
SUBR / 2010-1	Late submission of ARRA reports	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUNO / 2010-2, 2009-6	Verification of Title IV Eligibility	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUBR / 2009-1	Return of Title IV Funds	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUBR / 2009-2	Student Credit Balance	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUNO / 2009-3	Matching, Level of Support, Earmarking	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUNO / 2009-4	Procurement, Suspension, Debarment	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUNO / 2009-5	Ineligible Pell, FFEL Recipient	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUNO / 2009-7	Satisfactory Academic Progress	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUSLA / 2009-9	Davis-Bacon Act	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUSLA / 2009-10	Exit Counseling	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed
SUSLA / 2009-11	Entrance Counseling	<u>NO</u>	<u>N/A</u>	Issue Resolved. Corrective Action Completed