

ATHLETICS COMMITTEE

(Following the Facilities and Property Committee)

Friday, August 16, 2013


Board of Supervisors' Meeting Room
2nd Floor, J.S. Clark Administration Building
Southern University and A & M College
Baton Rouge, Louisiana 70813

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item:
 - A. Request approval of Proposed Travel Policy for Athletics, SUBR
6. Other Business
7. Adjournment

MEMBERS

Mr. Darren G. Mire – Chair; Atty. Murphy F. Bell, Jr. - Vice Chair;
Mr. Calvin W. Braxton, Sr., Atty. Tony M. Clayton, Mr. Raymond M. Fondel, Jr.
Dr. Eamon M. Kelly, Mr. Myron K. Lawson, Mr. Mike A. Small, Mrs. Ann A. Smith
Atty. Bridget A. Dinvaud - Ex Officio

<p>Name of Policy: Southern University System Athletic Travel Policy</p> <p>Issuing Authority: SUS Board of Supervisors</p> <p>Initial Effective Date: July 1, 2012</p> <p>Revision Date: Not Applicable</p>	 <p>SOUTHERN UNIVERSITY SYSTEM POLICIES AND PROCEDURES</p>
<p><input checked="" type="checkbox"/> New Policy Proposal</p> <p><input type="checkbox"/> Major revision of existing policy</p>	<p><input type="checkbox"/> Minor revision to existing policy</p> <p><input type="checkbox"/> Reaffirmation of existing policy</p>

I. Policy Statement

The Southern University System (SUS)—Board of Supervisors establishes this policy in compliance with the unique athletic travel regulations for colleges and universities set forth by the Louisiana Division of Administration Travel PPM-49 (hereinafter referred to as PPM-49) and the Louisiana State Travel Guides. Accordingly, the policy directly addresses the practical considerations of travel related to the performance of responsibilities associated with intercollegiate athletic recruitment, athletic team competition and individual/group support participation. Further, this policy applies to intercollegiate athletic travel which is consistent with the rules and regulations promulgated by the National Collegiate Athletic Association (NCAA), the National Association of Intercollegiate Athletics (NAIA), the MISS-LOU Conference (MISS-LOU) and the Southwestern Athletic Conference (SWAC).

Each affected campus within the SUS shall develop and enforce guidelines for athletic recruitment, team competition and associated individual/group support travel consistent with the provisions of this policy. Institutional guidelines should include working procedures and be presented in such detail as to ensure a thorough understanding of the provisions by all affected personnel.

II. Athletic Travel Policies and Procedures

A. Authorization/Approval

1. The Athletic Director has authority to authorize travel subject to the final approval of the campus Vice Chancellor for Finance and Administration, his/her designee or equivalent. The Athletic Director may delegate his/her own authority. This delegation of authority must be in writing, a copy of which shall be routed to the campus Vice

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Chancellor for Finance and Administration, his/her designee or equivalent; the Travel Manager or his/her designee or equivalent; and a copy shall be provided to the campus Comptroller, his/her designee or equivalent.

2. In accordance with PPM-49, a quarterly authorization for routine administrative in-state travel by Athletic Department staff, who are required to travel in the course of performing his/her duties, may be issued by the Athletic Director of the affected campus once each semester and must be renewed each semester. Team travel and other out-of-state travel must be approved by the affected campus' Athletic Director and the Vice Chancellor for Finance and Administration, his/her designee or equivalent. The initial of the Travel Manager or his/her designee or equivalent must be affixed to the travel document before being forwarded to the affected campus' Vice Chancellor for Finance and Administration, his/her designee or equivalent.

B. Team Travel

1. ***Authorization for Payment of Team Travel Expenses for Team Members and Individuals Accompanying Teams on Road Trips***
 - a. Only student-athletes who are eligible and who have been officially certified by the affected campus to compete, as per the NCAA regulations, may be allowed to travel.
 - b. Approval of the Annual Athletic Budget shall include approval for team travel, including practice games. The Athletic Director of the affected campus shall approve Team Travel Budgets which will constitute authorization for the advance purchase of team travel, as authorized and designated by the SUS Board of Supervisors. Individual travel vouchers or requisitions submitted for team travel will require appropriate documentation in accordance with the SUS's purchasing and travel policies. Subject to this approval, the Athletic Department of the affected campus shall be authorized to provide transportation, lodging and meals for team members when in travel status for road games and also for other personnel who are members of the official campus team party.
 - c. The official campus team party may include the following: team members, coaches, volunteer coaches (consistent with NCAA

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regulations)¹, graduate assistants, student assistants, team managers, team doctors, team trainers, administrative assistants, members of the SUS Board of Supervisors, SUS President, campus Chancellor, Faculty Athletic Representative, two (2) members of the faculty or campus administration, the Athletic Director, Associate Athletic Director/Senior Women's Administrator, Assistant Athletic Director for External Operations, Compliance Coordinator, Academic Counselor(s), photographer, Athletic Business Manager, Sports Information Director, Assistant Sports Information Director(s), cinematographer, a two-person film crew, security personnel as required, travel coordinator, sound technician, two (2) person radio crew, cheerleaders/spirit groups and their sponsor(s), mascot, band and band staff, up to two (2) announcers, and a statistician. Additionally, the Athletic Director of the affected campus, with approval of the Vice Chancellor for Finance and Administration, his/her designee or equivalent, may authorize team travel for other athletic personnel not listed above, if it is felt that their services are essential to the traveling team.

- d. Whenever a campus-owned bus is used to transport a team, the bus driver is considered to be a member of the official campus team party and his/her travel expenses are authorized. Travel expenses are also authorized for non-campus personnel who provide security and escort services for the official campus team party and the band. Meals may also be provided for bus drivers and security personnel traveling with the team. Depending on the sport, the size of the official campus team party may include as many as 170 persons, excluding the band and its staff, cheerleaders/spirit groups, mascot, and their sponsor(s). However, it should be the policy of the Athletic Department of the affected campus to keep the size of the official campus team party to a minimum and only the personnel whose services are essential to the traveling campus team are allowed to travel.
- e. The Athletic Director of the affected campus will be responsible for utilizing available transportation, lodging, and meals in the most cost-effective manner. When space is available on charter flights or buses, the affected Athletic Director will be authorized to provide transportation for other Invited Guests to accompany the team on road trips, if there is no increase in the cost of the charter flight or

¹ See attached Exhibit A.

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bus.² All expenses for lodging and meals are the sole responsibility of the Invited Guests and not the affected campus. On commercial flights, Invited Guests must pay for their own tickets and all other, lodging and meal costs. All Invited Guests will be required to sign a Travel Liberty Waiver form before being allowed to accompany a campus team on road trips. Invited Guests should be selected from the following categories:

1. Contributors to the SUS or affected campus;
 2. Potential contributors to the SUS or affected campus; and/or
 3. Selected non-campus guests.
- f. The Athletic Department of the affected campus must identify by name and the foregoing applicable category each individual for whom transportation is provided. For charter flights, the Athletic Department of the affected campus must manifest a list identifying by name and category of each passenger on the chartered flight.
- g. All travel expenses paid for under the category of team travel must be submitted by the Athletic Department of the affected campus to the appropriate Business Office via travel expense vouchers for auditing and processing. Invoices, passenger manifests, lodging records, rooming lists, meal lists, and/or any other supporting documentation shall be provided along with all related travel expense vouchers. Any expenses for Invited Guests will be deducted from the Travel Expense Account of the affected campus. The Athletic Department of the affected campus will be responsible for the recovery of any expenses paid on behalf of an Invited Guest. The Athletic Department of the affected campus must have associated reimbursement records on file for audit review.

2. Transportation and Lodging Expenses for Team Travel

Arrangements for charter services must be made by a purchase order through the affected campus' Purchasing Office or through the official travel agency for the State of Louisiana with prior approval of the Purchasing Director. Charting a privately owned aircraft must be in accordance with provisions of the Louisiana Procurement Code.³

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² NOTE: Invited Guests ARE NOT members of the official campus team party and ARE responsible for any and all expenses they incur. (Also see: Exhibit B).

³ La. R.S. §§ 39:1551-1755.

Commercial airline transportation for team travel must be made by the Athletic Director of the affected campus through the official agency for the State of Louisiana. Team lodging and meal expenses may also be charged to the affected campus when in travel status. The authorization to charge transportation, lodging and meal expenses extends only to team travel which will include team members and members of the official campus team party.

3. *Transportation, Lodging and Meal Expenses for Team Travel*

The Athletic Department of the affected campus shall be authorized to provide: 1) all necessary team meals on an actual expense basis which is not to exceed the PPM-49 Tier III meal allowance rate plus 25% and 2) all necessary lodging on an actual expense basis which is not to exceed the PPM-49 Tier III rate plus 50%. Due to the irregularity of meal and lodging schedules, the Louisiana Division of Administration Travel PPM-49's daily rate will be the inclusive meal and lodging costs calculated on a daily basis. When in travel status, this will include team members and members of the official campus team party for whom expenses are authorized for payment by the affected campus. **Team meals and lodging should be pre-arranged, when appropriate, with a set cost per person for meals and a set cost per room.** The cost of such meals and lodging may be directly charged to the affected campus or reimbursed on travel vouchers. All meals and lodging to be paid on an actual cost basis (subject to the above referenced PPM-49 limitations) must be documented with a cash register or credit card receipt and a meal list and rooming list identifying all participants (submission of the team's travel roster will satisfy this requirement).

Tear type receipts are not acceptable for **these types** of meals. Cash meal allowances provided directly to members of the official campus travel party during travel status must be supported by statements signed by the individuals receiving the funds. Reimbursement for meals will be on an actual expense basis, not to exceed PPM-49 Tier III meal allowance rates plus 25% and lodging allowance rates plus 50%.

a. Meals Incidental to Participation

(1) Meals In Conjunction with Away-from-Home Competition

All student-athletes are permitted to receive a pre-game or post-game meal as a benefit incidental to participation. The Athletic Department of the affected campus, at **its** discretion, may provide cash, not to exceed FIFTEEN DOLLARS AND NO/CENTS (\$15.00), in lieu of a meal to student-athletes following away-from-home contest.⁴

4. Authorization of Expenses for Team Rooms

- a. The Athletic Department of the affected campus will negotiate room rates with hotels and strive to get the lowest rate possible for team travel. Negotiated rates are typically flat rates (i.e., same rate for double or single occupancy) and rarely exceed allowable state rates for double occupancy; however, there are times when the negotiated rate may exceed the allowable rate for single occupancy.
- b. The Athletic Department of the affected campus shall be authorized to provide rooms for team travel on an actual expense basis when in travel status which is not to exceed the per person PPM-49 rate for the travel lodging rate. **Note:** On a case-by-case basis, the Athletic Director, or his/her designee of the affected campus has the authority to approve actual costs for routine lodging provisions, not to exceed fifty (50%) over the PPM-49 current listed rates. Justification must be maintained in a file approved by the campus Vice Chancellor for Finance and Administration, his/her designee or equivalent to show that attempts were made with hotels in the area to receive the State's best rate. This will include team members and members of the official campus team party for whom expenses are authorized to be paid by the affected campus. The cost of such rooms may be directly charged to the affected campus or reimbursed on the Travel Expense Report.

5. Team Entertainment

- a. The Athletic Director of the affected campus is authorized to approve reasonable expenditures for team entertainment when in travel status for road games, to include team members and members of the official campus team party for whom expenses are authorized to be paid by the affected campus. Local entertainment

⁴ See: NCAA Manual 2012-2013, Section 16.5.2. (d)(3)(i).

of team members prior to competition may also be approved by the Athletic Director of the affected campus for reasonable entertainment expenditures on game day or the day before the game. Reimbursement cannot be made for souvenir-type items.

- b. In no case will more than one entertainment expense be allowed per sports event or game, unless prior approval by the campus Chancellor or his/her designee has been obtained. All expenses for team entertainment must be supported by receipts and a list identifying all participants. However, submission of the official team travel roster will satisfy this requirement. **Team entertainment expenditures shall not exceed the lesser of the NCAA's recommendations or the daily Tier III meal allowance as prescribed by PPM-49.**

6. *Miscellaneous*

- a. Reasonable laundry expenses for cleaning team uniforms will be allowed. Such expenditures must be supported by receipts or other appropriate substantiation.
- b. Reasonable expenses for snacks, pre-game and post-game meals for teams in competition will be allowed and reimbursed on an actual basis, not to exceed Tier III rates plus 25% when supported by receipts or appropriate explanations. Pre-game and post-game meals provided as a cash meal allowance will be allowed when accompanied by signed statements of the individuals receiving the funds. **Meal allowances** may exceed meal rates.

C. *Authorization of Expenses for Athletic Recruiting*

1. Travel on the Controlled Billed Account (CBA) for recruits must have prior approval of the Athletic Director or his/her designee and the Vice Chancellor for Finance and Administration, his/her designee or equivalent of the affected campus.
2. Consistent with NCAA regulations, the Athletic Department of the affected campus is authorized to provide transportation expenses (including prepaid transportation), lodging expenses, and meal expenses for athletic recruits and their parents (not to exceed PPM-49 Tier III rates plus 25%). Recruits traveling by private motor vehicle to an affected campus may be reimbursed for mileage up to the PPM-49

State mileage rate. The Athletic Department of the affected campus may arrange for one student each day to host a recruit while on campus and provide (consistent with NCAA regulations) entertainment expense allowances for a maximum of two days.

3. All expenses must be supported by either cash register or credit card receipts or other appropriate documentation, and individuals involved in entertainment must be identified by title.
4. Miscellaneous: All costs of newspapers, game admissions, and game programs are allowable expenses for coaches when recruiting is supported by receipts or explanation.

D. *Mileage Reimbursement*

1. Employees using courtesy cars furnished to the Athletic Department of the affected campus by automobile dealers and/or supporters may be reimbursed for official mileage not to exceed fifty (50%) of the mileage rate designated in PPM-49. Whenever an individual is claiming mileage reimbursement, the expense voucher will show whether the car used was a personal car or a courtesy car. Those individuals who are provided courtesy cars must have prior approval from the Athletic Director of the affected campus before they can use their personal cars when claiming mileage reimbursement.

E. *Authorization to Provide Local Housing and Meals for Team Members When Dormitories are Closed and During Emergency Situations*

1. The Athletic Department of the affected campus shall be authorized to pay for local housing and meals for team members required to be on a campus for competition and/or practice during times when dormitories are closed or when emergency situations exist. Prior approval of the Athletic Director of the affected campus must be obtained before such expenditures may be incurred, and evidence of such approval must be attached to the travel expense voucher processed to pay for such expenses.
2. Individual cash meal allowances shall not exceed Tier III rate plus 25% provided to team members for local meals and which must be supported by statements signed by the individuals receiving the funds.

3. The Athletic Department of the affected campus is authorized to approve team meals contracted locally with restaurants in the community, if the University's Food/Dining Service is closed and it is necessary for the team to eat together as a group. All such meals must be documented by appropriate cash register or credit card receipts and include a list identifying all participants.

F. *Requests for Exceptions*

1. Requests for exceptions to this policy by the Athletic Department of the affected campus must be submitted in advance to the respective campus Chancellor or his/her designee for review and consideration which must be forwarded to the Commissioner of the Louisiana Division of Administration (Commissioner). Payment or reimbursement for exceptions will not be made by the affected campus unless evidence of an approval by the Commissioner and the respective campus Chancellor, or his/her designee is attached to the travel expense voucher when it is received from the affected campus' Athletic Department.

G. *Post Season Game*

1. For bowl games and post season competition, the Athletic Director of the affected campus will develop a budget of revenues and expenses which will be forwarded to the campus' Athletic Council or equivalent body for review and approval by the Chancellor. Reimbursement for team meals will be on an actual expense basis which is not to exceed PPM-49 Tier III meal allowance rates plus 25% and lodging allowance rates plus 50%.
2. The official campus team party accompanying a team to a bowl game or post season event will be consistent with that of regular season road trips. The official campus team party accompanying other sports to post season tournaments will be consistent with that of regular season trips. However, the Athletic Director of the affected campus may authorize travel for additional personnel that may be needed to service additional needs of the team(s) as approved by the affected campus Chancellor or his/her designee.
3. Affected campuses may arrange travel for bowl and NCAA post season games through the NCAA's designated travel agency when all or a portion of the costs are being paid by the NCAA.

III. *Implementation*

Competition Level. SUS intercollegiate athletic programs participating at the NCAA Division 1 and the MISS-LOU Division 1 levels of competition will be guided by the general operational principles set out in this policy.

IV. *Compliance*

In all areas of intercollegiate athletic programming, the SUS shall comply with the letter and spirit of federal and state laws, NCAA, NAIA, MISS-LOU and SWAC rules and regulations and any related institutional policies and procedures.

V. *Effective*

On approval of the Board, this policy will be retroactively effective to July 1, 2012.



SOUTHERN UNIVERSITY SYSTEM ATHLETIC DEPARTMENTS VOLUNTEER COACH AGREEMENT

The attached Volunteer Coach's Agreement is prepared in compliance with the requirements of the National Collegiate Athletic Association (NCAA) Manual 2012-2013, Bylaw 11.01.05, which are as follows:

In sports other than football and basketball, a volunteer coach is any coach who does not receive compensation or remuneration from the institution's athletics department or any organization funded in whole or in part by the athletic department or that is involved primarily in the promotion of the institution's athletics program (e.g., booster club, athletics foundation association). The following provisions shall apply: (Revised: 1/10/92 effective 8/1/92, 4/26/01 effective 8/1/01)

- (a) The individual is prohibited from contacting and evaluating prospective student-athletes off campus or from scouting opponents off campus and may not perform recruiting coordination functions (see Bylaw 11.7.1.2). (Revised 1/16/93, 1/11/94, 5/26/06)*
- (b) The individual may receive a maximum of two complimentary tickets to home athletics contests in the coach's sport. (Revised: 1/16/93)*
- (c) The individual may receive complimentary meals incidental to organized team activities (e.g., pre-or post-game meals, occasional meals, but not training table meals) or meals provided during a prospective student-athlete's official visit, provided the individual dines with the prospective student-athlete. (Adopted: 4/29/04 effective 8/1/04, Revised: 1/10/05 effective 8/1/05)*



SOUTHERN UNIVERSITY SYSTEM VOLUNTEER COACH'S AGREEMENT

Name of Volunteer Coach: _____

Sport: _____ **Campus:** _____

Academic Year Serving as Volunteer Coach: _____

Phone Number: (Home) _____ **(Cell)** _____

Home Address: _____

City, State and Zip Code: _____

I, _____, hereby agree that my signature below reflects my understanding of the following specifics:

1. I understand that I am an institutional staff member and I agree to abide by all the rules and regulations set forth by the Southern University System (SUS), the National Collegiate Athletic Association (NCAA), the National Association of Intercollegiate Athletics (NAIA), the MISS-LOU Conference (MISS-LOU) and the Southwestern Athletic Conference (SWAC).
2. I understand that I am permitted to:

- Receive items (e.g., clothes, shoes) that are incidental to coaching duties;
- Receive compensation for work at Southern University's sport camps and clinics;
- Receive complimentary meals incidental to organized team activities or meals during a prospect's official visit; and
- Receive transportation and room and board expenses during away from home contests (only, cannot receive housing during pre-season training camps).

3. I understand that I am prohibited from the following:

- Wagering anything of value on NCAA sponsored sports, amateur or professional;
- Contacting or evaluating prospective student-athletes off campus;
- Scouting opponents off campus;
- Receiving any compensation, cash or in-kind, from the athletic department or any entity that is funded in any part by the athletic department (e.g., booster club, athletics foundation, etc.);
- Coaching the sport I am volunteering for at a high school, prep school or junior college level; or
- Receiving complimentary admissions to football or basketball contests.

4. I understand that the Head Coach is my direct supervisor, and I will perform duties as assigned by the Head Coach and his/her designee and within the confines of this Agreement.
5. I agree to conduct myself with honesty and sports-like conduct at all times.
6. I understand that I may receive a maximum of two complimentary tickets to home contests in my sport.
7. I understand that public information in respect to the team, players and coaches will be provided through the Sports Information Office and in accordance with University policy. I agree to retain in confidence all confidential matters including information concerning student-athletes (other than student directory information). I further agree, upon termination of this Agreement, to return to the University, pursuant to this Agreement which may be designated to be confidential or proprietary to the University.
8. I agree to report any violations of the NCAA, NAIA, MISS-LOU, SWAC and SUS regulations involving the University to the athletics department's compliance personnel.
9. I understand that I am not an employee of the University and shall not be entitled to wages, salary, or any benefits applicable to employees of the University.
10. I understand that I am neither authorized nor empowered to act as an agent for the University for any purpose and shall not on behalf of the

University enter into any contract, warranty, or representation as to any matter.

11. I agree to be liable for my own negligent acts or omissions.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

13. This Agreement may be terminated at any time for any reason or no reason, with or without cause, with or without notice. Once the Head Coach designates a volunteer coach, the Head Coach may release the volunteer coach, but may not replace the volunteer coach with another volunteer coach until the following academic year.

14. This Agreement constitutes the entire understanding between the University and me with respect to volunteer coaching.

(Signature: Volunteer Coach)

Date:

(Signature: Head Coach)

Date:

(Signature: Compliance Office Representative)

Date:

(Signature: Athletic Director)

Date:



**SOUTHERN UNIVERSITY SYSTEM
ATHLETIC DEPARTMENTS
TRAVEL AUTHORIZATION AGREEMENT**

This Travel Authorization Agreement dated on the _____ day of _____, _____, is made by, _____, who voluntarily and knowingly enters into the following indemnification agreement with the SOUTHERN UNIVERSITY SYSTEM (SUS), through its _____ campus, (hereinafter "The University"), and _____, the campus Chancellor, in the following specifics to wit:

1. SUS, through the above named affiliated campus, hereby agrees and grants permission and authorization to _____ to travel via Southern University secured transportation modes with the _____ team as a relative of, _____, when it is representing the above named affiliated campus in an official capacity, under the following terms and conditions:

- A. _____ further acknowledges, affirms and agrees that he/she is not an employee, representative, agent, or intermediary of the SUS; and

- B. _____, Team Coach, desires and requests that _____, as a volunteer, be allowed to travel with the team on a space available basis, on/in University chartered, rented or loaned vehicles, when it is an official University sponsored trip representing the University.
2. It is additionally agreed that _____, in exchange for said authorization, personally, jointly and individually, on behalf of him/herself, their progeny, heirs, legatees, assigns, representatives, and/or agents, do hereby acknowledge, affirm and agree to indemnify, release, and hold harmless, the University and the SUS, its officers, directors, agents, and employees, from and against any and all losses, liabilities, demands, suits, judgments, and claims, including the payment of reasonable attorney's fees, to the extent that any such losses, liabilities, demands, suits, judgments, claims or fees arise out of or as a result of the granting of this Travel Authorization, including those arising from the willful act, fault, omission or negligence of the indemnified party or its employees, designees, servants or agents or contractors in performing obligations related to this Agreement, and which shall also include the release from all liability and general and/or consequential damages arising out of this Agreement.
3. This Agreement does not constitute a relationship between the University and _____ as employer and employee, principal and agent, representative or designee, or otherwise; and any reference as such herein or during permitted travel shall not infer or form a legal status or relationship.

4. The University reserves the right to cancel this Agreement and/or to withdraw the permission/authorization granted at any time upon giving _____ written notice of its intent to enact such cancellation or to withdraw its authorization for specified or all travel.

(Signature: Traveler)

Date:

(Signature: Head Coach)

Date:

(Signature: Athletic Director)

Date:

(Signature: Campus Chancellor)

Date: