

STATE OF LOUISIANA

OFFICE OF STATE INSPECTOR GENERAL



DELGADO COMMUNITY COLLEGE

Date Released:

July 26, 2011

File No. CID-11-010



BOBBY JINDAL
GOVERNOR

STEPHEN B. STREET, JR.
STATE INSPECTOR GENERAL

State of Louisiana
Office of the Governor
Office of State Inspector General

July 26, 2011

Honorable Bobby Jindal
Governor of the State of Louisiana
P.O. Box 94004
Baton Rouge, LA 70804-9004

Re: Case No. CID-11-010

Dear Governor Jindal:

This report addresses concerns raised about employees at Delgado Community College creating teaching contracts for persons who taught no classes. The report includes four recommendations that, if implemented, will prevent further waste of public funds in this manner.

We provided drafts of the report to Delgado management, Dean Harold Gaspard, Debbie Kern, and Gay Dawson. Their written responses are included as Appendix A.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen B. Street, Jr.", written over a faint, larger version of the same signature.

Stephen B. Street, Jr.
State Inspector General

SS/tb
Enclosure

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Executive Summary

The Office of Inspector General discovered that Gay Dawson, an instructor in the Delgado Community College School of Allied Health in New Orleans, received contracts and accepted compensation to teach six classes that she did not teach. She did so with the knowledge and approval of her supervisor, Debbie Kern, who initiated the creation of the contracts. Between the summer semester of 2009 and fall semester of 2010, Ms. Dawson received \$6,000 to teach six classes. According to her own admission, she taught only two students in all of the classes for which she had contracts.

Both Ms. Dawson and Ms. Kern justified Ms. Dawson's compensation under the contracts by claiming that Ms. Dawson performed extra duties in previous semesters for which she was not paid, such as working extra hours, leading a members' fitness class, and writing a fitness manual. Ms. Dawson, however, is a part-time employee restricted to a maximum of 30 hours per week. According to Delgado officials, Ms. Dawson should not have been paid for work performed in previous semesters through teaching contracts. If she performed extra work, she should have been compensated contemporaneously at her normal hourly rate.

At the beginning of our investigation, we found that employees of the Delgado Fitness Centers were paid an hourly wage while simultaneously performing work for which they were being compensated through teaching contracts. Delgado management halted this practice and instituted a new policy to prevent its occurrence.

It is the practice of the Delgado School of Allied Health to allow employees to sign time sheets and employment contracts for other employees. We found during our investigation that this practice led to an erosion of accountability and created opportunities for individuals to deny responsibility when questions about the propriety of events were raised.

The fitness center that Delgado operates at its Charity School of Nursing in downtown New Orleans averages a daily attendance of less than five people, while the fitness center at its main campus, also in New Orleans, averages nearly 100 per day. The cost to staff the Charity Fitness Center during the time period of our review was \$33,264. When weighing that payroll cost against the low attendance, we questioned whether such an expenditure is a prudent use of public funds.

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Background

Delgado Community College in New Orleans is a member institution of the Louisiana Community and Technical College System. Its enrollment as of June 30, 2010 was 24,191.

The Delgado School of Allied Health operates fitness centers at its City Park, Westbank, and Charity School of Nursing campuses in the greater New Orleans area. Full-time and part-time employees staff the fitness centers, whose members include students, staff, faculty, and community members.

The School of Allied Health employs full-time and adjunct instructors to teach its classes. Part-time instructors, and full-time instructors teaching overload classes, are employed through teaching contracts. During the period of our review, Summer 2009 through Fall 2010, the School of Allied Health executed approximately 435 contracts for 820 employment positions.

Harold Gaspard is the Dean of the School of Allied Health. Debbie Kern is the Director of the Delgado Fitness Centers.

Scope and Methodology

We conducted our investigation in accordance with Principles and Standards for Offices of Inspector General as promulgated by the Association of Inspectors General.

The scope of the investigation was limited to teaching contracts within the Delgado School of Allied Health during the period of the spring semester of 2009 through the fall semester of 2010. Our initial examination led to detailed reviews of contracts between Delgado and Wellness instructors, and employment records of fitness center employees. In addition to the contracts, we examined time sheets, payroll registers, Delgado policies, and fitness center attendance records.

We interviewed current and former Delgado employees.

Fraudulent Contracts

In January 2009, Delgado opened a fitness center at its Charity School of Nursing campus in downtown New Orleans. Gay Dawson was reassigned from Delgado's City Park Fitness Center to become manager of Delgado's Charity Fitness Center. She began as a part-time employee working a maximum of 32 hours per week. On March 9, 2009, her hours increased to 40 hours per week because, according to Debbie Kern, the Director of all Delgado Fitness Centers, Ms. Dawson's new position was supposed to be full-time.

On June 1, 2009, Lela Saballos, Delgado's Payroll Manager, sent an email to the Allied Health Division requesting that no "hourly employees work more than 30 hrs per week" because Delgado needed to "stay in compliance with labor board regulations." The hours on Ms. Dawson's time sheets had already been decreased by that time.

Ms. Kern stated to us that Ms. Dawson worked many more hours than the thirty that Delgado was willing to pay her for working, and, therefore, deserved to be paid for those extra hours. Ms. Kern further stated that she and Harold Gaspard, Dean of the School of Allied Health, decided to secure additional compensation for Ms. Dawson by creating teaching contracts for classes that Ms. Dawson would not actually teach.

Prior to the beginning of each semester, Ms. Kern prepares a list of contracts for Dean Gaspard. She includes the courses to be offered, who the instructors will be, and the amount of each instructor's compensation. The list that Ms. Kern sent to Dean Gaspard for the summer of 2009 included the first teaching contract that Ms. Dawson would receive for classes that she would not teach. Ms. Kern's and Ms. Dawson's actions may have violated Louisiana law.¹

¹ La. R.S. 14:138, the Louisiana criminal statute on public payroll fraud, states in pertinent part

A. Public payroll fraud is committed when:

(1) Any person shall knowingly receive any payment or compensation, or knowingly permit his name to be carried on any employment list or payroll for any payment or compensation from the state, for services not actually rendered by himself, or for services grossly inadequate for the payment or compensation received or to be received according to such employment list or payroll; or

(2) Any public officer or public employee shall carry, cause to be carried, or permit to be carried, directly or indirectly, upon the employment list or payroll of his office, the name of any person as employee, or shall pay any employee, with knowledge that such employee is receiving payment or compensation for services not actually rendered by said employee or for services grossly inadequate for such payment or compensation.

La. R.S. 14:133, Filing or maintaining false public records, states in pertinent part

A. Filing false public records is the filing or depositing for record in any public office or with any public official, or the maintaining as required by law, regulation, or rule, with knowledge of its falsity, any of the following:

(1) Any forged document.

(2) Any wrongfully altered document.

(3) Any document containing a false statement or false representation of a material fact.

Jim Egan, Delgado's Vice Chancellor of Business and Administrative Affairs, stated that Delgado allows contracts for tasks unrelated to classroom work. Therefore, there would be no reason to conceal a non-credit function by placing it in a teaching contract.

According to Steven Cazaubon, Delgado's Assistant Vice Chancellor for Financial Services, Delgado is obligated to pay Ms. Dawson for any hours worked, even those in excess of the maximum number of hours allowed for part-time employees. Mr. Cazaubon stated that Ms. Dawson should have been paid at the time she performed the work, because it is unacceptable to pay employees for work performed in previous semesters through later contracts.

Summer 2009

On June 10, 2009, a contract was executed between Delgado and Ms. Dawson to teach a class titled Wellness 101-101 during the summer semester of 2009. Ray Gisclair of the School of Allied Health signed the contract on behalf of Ms. Dawson. Dean Gaspard signed for Delgado. The contract called for Ms. Dawson to receive \$1,200 to teach the class at Delgado's City Park location.

Another contract was executed on June 10, 2009 for L'Shantey Wells to teach Wellness 101-101 at Delgado's City Park Location in the summer of 2009 for the amount of \$300. Ms. Wells signed her own contract. According to Ms. Wells, she taught Wellness 101-101 with no help from Ms. Dawson. Ms. Wells stated that the class was only offered at City Park, which would have made it impossible for Ms. Dawson to teach the class because Ms. Dawson worked at Delgado's Charity Fitness Center.

Ms. Dawson referenced a grade book that she prepared to support her claim that she actually taught Wellness 101-101 in the summer of 2009. The one page, plain paper, hand-written document that she called a grade book was on file in the Allied Health office. The sheet of paper contains the names and grades of students who took the class.

On July 1, 2009, Mike Ricca, manager of the City Park Fitness Center, emailed Ms. Dawson a list of students enrolled in Wellness 101-101, along with their grades. According to Mr. Ricca, Ms. Kern instructed him to send the list to Ms. Dawson so Ms. Dawson could input the grades. Mr. Ricca stated that he collected the grades from Ms. Wells and forwarded them to Ms. Dawson in accordance with Ms. Kern's orders. Mr. Ricca and Ms. Wells stated that Ms. Dawson did not teach, grade, or interact with any Wellness 101-101 students in the summer of 2009.

While Ms. Dawson received \$1,200 to teach a class that evidence shows she did not teach, Ms. Wells, who actually taught the class, only received \$300, based upon Ms. Kern's structuring of the contracts.

Ms. Dawson eventually admitted to us that she did not teach Wellness 101-101 in the summer semester of 2009 and that no Wellness classes are offered at Delgado's Charity Fitness Center during the summer. It appears that the only work she performed pursuant to that semester's contract was to enter other teachers' grades into the computer system.

Ms. Kern stated to us that she did not know why Ms. Dawson received a contract for the summer semester of 2009. She speculated that Ms. Dawson may have been paid to prepare a textbook for a Wellness class. Ms. Kern later admitted that Ms. Dawson received no monetary compensation for writing the textbook, but was instead exempted from teaching a members' class for one semester.

The textbook that Ms. Dawson wrote was later found to contain material attributable to another author. This required Ms. Dawson to remove the other author's work and replace it with her own. Ms. Kern speculated again to us that the Summer 2009 contract may have been to compensate Ms. Dawson for correcting the content of the textbook. However, Ms. Kern admitted that no prior agreement was made with Ms. Dawson to compensate her for rectifying her misuse of another author's material.

As a result of our investigation, Ms. Dawson and Ms. Kern created a document for Dean Gaspard to support Ms. Dawson's work under the Summer 2009 contract. The document refers to Ms. Dawson as the "instructor on record" for the class but does not claim that she performed any type of teaching duty.

The same document claims that a "Typographical error" on Ms. Wells' Summer 2009 contract caused her to be listed as an instructor for Wellness 101-101 instead of Wellness 101-105. The course and section number on Ms. Dawson's and Ms. Wells' contracts are the same as on the document that Ms. Kern provided to Dean Gaspard informing him which contracts should be written for each class. The course and section number are also the same as on the grade book sheet that Ms. Dawson submitted to Delgado.

Fall 2009

Ms. Dawson received a \$1,200 contract dated August 31, 2009 to teach Wellness 101-300 during the Fall 2009 semester. Ms. Kern signed the contract for Ms. Dawson and Dean Gaspard signed on behalf of Delgado. The 300 in the course number indicates that the course was to be offered at Delgado's Charity Fitness Center.

The Delgado "Course Section Scan," which is a computerized synopsis of classes offered, shows that no students enrolled in Wellness 101-300 before or after the Fall 2009 semester began. Ms. Kern stated that contracts should be voided and teachers should not be paid for classes that have no students. Steve Zeringue, Delgado's Compliance Officer, stated that classes with less than ten students enrolled are normally canceled.

When informed that Ms. Dawson was paid \$1,200 to teach Wellness 101-300 in the fall of 2009 with no students enrolled, Ms. Kern stated that Ms. Dawson taught a non-credit Boot Camp exercise class during the fall semester of 2009, which entitled her to compensation from the contract. However, Ms. Dawson did not begin teaching the Boot Camp class until after the beginning of the Spring 2010 semester.

In contradiction to what Ms. Dawson and Ms. Kern told us, the document that they prepared for Dean Gaspard after our investigation began claimed that Wellness 101-300 was offered and Ms. Dawson was issued a contract to teach it, but no students ever enrolled in the class. The document states that the section was “left open for possible transfer of students,” but does not explain why Ms. Dawson continued to be compensated for teaching a class with no students.

During the Fall 2009 semester, Delgado required its departments to complete forms entitled “Justification for Fall 2009 Hires.” The forms required an explanation of why every employee was needed, what was done to avoid making the hire, and how the employee related to student enrollment. The Allied Health form stated that additional employees were required because of an increase in enrollment and the number of classes offered, to help students maintain full-time status, and because full-time employees were already working extra duties. The form, which applied to every contract, including Ms. Dawson’s, states that individuals were needed to teach the additional courses which “were added to accommodate the increase in enrollment.” No students enrolled to take the class for which Ms. Dawson was given a contract and paid \$1,200 to teach.

Spring 2010

On February 3, 2010, a contract was executed between Delgado and Ms. Dawson to teach Wellness 101-101, Wellness 101-102, and Wellness 101-103 during the spring semester of 2010. Ms. Kern signed the contract on behalf of Ms. Dawson and Dean Gaspard signed for Delgado. Ms. Dawson stated that Ms. Kern had her permission to sign her name. The contract called for Ms. Dawson to receive \$600 to teach each class, for a total of \$1,800.

Ms. Dawson recalled that she taught two students at Delgado’s Charity Fitness Center that semester (hereafter referred to as Student 1 and Student 2). When asked what she did to deserve the remainder of the compensation that she received, she continually responded by stating that she taught the Boot Camp exercise class. Ms. Dawson did not assume the Boot Camp duties until after Julian Bartholomew resigned during the spring semester.

The document that Ms. Kern and Ms. Dawson submitted to Dean Gaspard explained that Student 1 was enrolled in the Wellness 101-102 class at City Park but was taking “Nursing classes all day at” the Charity campus. Pursuant to an agreement with Ms. Wells, the Wellness 101-102 instructor, Ms. Dawson took over the teaching responsibility for Student 1 and reported Student 1’s grades to Ms. Wells. Ms. Dawson taught Student 1 during her normal work day while being paid her regular wage of \$18 per hour.

The document also explained that Student 2 was enrolled in Wellness 101-103 at City Park but was taking "Nursing classes all day at" the Charity campus. Pursuant to an agreement with Mr. Bartholomew, the Wellness 101-103 instructor, Ms. Dawson took over the teaching responsibility for Student 2 and reported Student 2's grades to Mr. Bartholomew. Ms. Dawson also taught Student 2 during her normal work day while being paid her regular wage of \$18 per hour.

Ms. Kern stated that she had no knowledge of how Ms. Dawson obtained the Spring 2010 contract. She pointed out that the classes were not on the contract request list that she prepared for Dean Gaspard. Ms. Kern speculated that the contracts resulted from an agreement between Dean Gaspard and Ms. Dawson. After stating that she was unaware of Ms. Dawson's contracts for that semester, Ms. Kern was reminded that she had already admitted to signing the contracts on Ms. Dawson's behalf. She replied that she did not read the contracts before she signed them.

Dean Gaspard stated that he executed the contracts with Ms. Dawson at Ms. Kern's request and with her full knowledge.

Fall 2010

Ms. Dawson entered into a contract with Delgado on August 27, 2010 to teach Wellness 101-300 in the fall semester of 2010. Ms. Dawson was to be paid \$1,800 for her services. No class times or room numbers are specified on the contract.

The Delgado "Course Section Scan," which is a computerized synopsis of the number of students enrolled in a class, shows that no students enrolled in Wellness 101-300 before the semester began. After the semester began, this course was removed from the Course Section Scan.

Ms. Dawson and Ms. Kern claimed on the document that they provided to Dean Gaspard that Ms. Dawson led a Boot Camp exercise class at the City Park Fitness Center, worked at the City Park Fitness Center on five Saturdays, and led an early morning "CPR class" at Delgado's Charity Fitness Center during the semester to justify her compensation. They also claimed that work Ms. Dawson may have performed during the spring and summer of 2010 justified payment under her contract for Fall 2010.

Hourly Pay While Performing Contract Work

The Delgado Wellness instructors are normally employed through adjunct teaching contracts, which may be split among multiple instructors. At the beginning of each semester, Wellness students are allowed to choose a four-hour block of time during the day to complete their required exercises. The Wellness instructor on duty at the fitness center during a student's chosen time block becomes the instructor who assigns that student's exercises, administers his tests, and grades his work. The instructor on duty may or may not be the instructor of record. If not, the instructor on duty forwards to the instructor of record the grades he or she assigns so the grades can be recorded. Therefore, a student may never see or interact with the instructor of record.

Delgado Fitness Center employees are paid \$18 per hour to staff the three facilities. At the onset of our investigation, employees with contracts to teach Wellness classes were being paid their hourly wage while simultaneously performing work required under their contracts. Because the Wellness students were required to do their assigned exercises during their actual instructors' shifts at the fitness centers, the instructors were functionally being paid twice for work performed during a single time period.

As a result of our investigation, Dean Gaspard instituted a new policy which prevents fitness center employees from performing contractual teaching work at the same time they are receiving an hourly wage to supervise the fitness centers.

Signatures on Documents

During our investigation, we found that a common practice in the Delgado School of Allied Health is for one employee to sign another employee's time sheet, attesting to its veracity. Employees at the City Park campus regularly sign time sheets and certify the accuracy of time reported for other employees with no direct knowledge of the hours actually worked.

In addition to the signatures, some supervisors fill out work hours claimed for their subordinates. According to the way Ms. Kern completes Ms. Dawson's time sheet, she enters the maximum number of hours per day unless Ms. Dawson advises her that anything less than the maximum number was actually worked. Ms. Kern stated that this practice is necessary because employees at satellite campuses do not have time to deliver their time sheets to the City Park campus.

During our investigation, we found an instance where a supervisor signed two different time sheets for a subordinate during the same pay period. A payroll adjustment credited the employee with time claimed on both time sheets.

Mr. Zeringue, the Delgado Compliance Officer, stated that having one employee sign another employee's time sheet may be acceptable if the employee is absent on the day that time sheets must be submitted. However, employees should not be signing each other's time sheets on "an ongoing basis."

We also found that Delgado employees signed employment contracts for other employees. Ms. Dawson claimed that she gave Ms. Kern permission to sign her name to contracts. She also claimed that she did not know whether she signed her own contracts. When questioned, Ms. Dawson initially stated that she knew nothing about the Wellness 101-300 contracts for which she received compensation, but later stated that the contracts were for her leading the Boot Camp exercise classes.

Fitness Center Attendance

We examined the attendance figures for all three Delgado Fitness Center locations between April 2009 and November 2010. We found that daily attendance at the City Park Fitness Center, which is located on the main campus, was nearly 20 times more than that of Delgado's Charity Fitness Center and 15 times more than that of Delgado's Westbank Fitness Center. The exact figures are shown below.

	<u>Charity</u>	<u>City Park</u>	<u>Westbank</u>
Total			
Attendance	1,508	35,921	1,863
Days Open	308	373	290
Average			
Daily			
Attendance	4.90	96.30	6.42

While the decision to operate fitness centers at satellite campuses is within the discretion of Delgado management, the decision should be made with consideration to the best possible means to utilize public resources. According to Dean Gaspard, the Charity School of Nursing purchased the exercise equipment at Delgado's Charity Fitness Center with its own funds. However, staffing the facility for six hours per day for 308 days at the hourly rate of \$18 equates to a cost of \$33,264, which is paid with public funds from the Delgado Fitness Center's budget.

Based upon the average daily attendance and number of days open, Charity members would have to pay monthly fees of \$339 ($\$33,264/20$ months/4.9 members) just to cover the facility's staffing costs. Students enrolled in Wellness classes pay no fees. Normal fees for faculty, staff, students not enrolled in Wellness classes, and public safety employees are \$40 per semester, while all other members pay \$70 per semester. Ms. Kern was unable to provide the actual costs to operate Delgado's Charity Fitness Center.

We question whether continuing to operate the Charity Fitness Center is financially feasible for Delgado based upon the average daily attendance and annual staffing costs.

Recommendations:

1. Delgado contracted with and paid Gay Dawson \$6,000 to teach five classes that she did not teach. Delgado should take immediate steps to recover the \$6,000.
2. Debbie Kern initiated the creation of teaching contracts which Gay Dawson approved for classes that they later knew or should have known contained no students. Ms. Dawson accepted compensation to teach the classes. Delgado should consider taking appropriate disciplinary action against Ms. Dawson and Ms. Kern, up to and including termination.
3. Employees of the Delgado School of Allied Health routinely sign time sheets and employment contracts for their co-workers. We found that conflicts arise due to the submission of multiple versions of time sheets from the same pay period. Allowing this practice creates the opportunity for employees to avoid accountability in their work times and carrying out contractual duties. Delgado should immediately prohibit the practice of allowing employees to sign other employees' time sheets and employment contracts.
4. Delgado Fitness Center employees received an hourly wage while simultaneously performing contract teaching duties for which they were compensated separately. During our investigation, Delgado management instituted a new policy to prevent employees from being paid twice for work performed in a single time period. Measures should be taken to ensure that the new policy is followed in all of Delgado's departments.

APPENDIX A

Responses

Delgado Management

Response

CHANCELLOR'S OFFICE

615 City Park Avenue
New Orleans, LA 70119
(504) 762-3000 FAX (504) 361-6697
www.dcc.edu

May 20, 2011

Stephen B. Street, Jr.
State Inspector General
State of Louisiana
Office of State Inspector General
Post Office Box 94095
Baton Rouge, LA 70804-9095

RE: Case No. CID-11-010

Dear Mr. Street:

Management of Delgado Community College submits the following written response to the findings and recommendations stated in the draft investigative report dated May 9, 2011, regarding Inspector General Case #CID-11-010.

Recommendation #1:

Statement: Management of Delgado Community College concurs in part with the finding that Delgado contracted with and paid Gay Dawson \$6,000 to teach classes that she did not teach. However, based on the College's preliminary investigation, management maintains that Ms. Dawson was paid \$6,000 for work performed that differed from the teaching description on the contract, and that the supervisor did not follow contract guidelines in describing the proper scope of work on the contract.

Corrective Action:

Management of Delgado Community College has emphasized to Allied Health Division supervisors responsible for executing contracts their responsibility to ensure the scope of work performed for contracted duties is accurately described on the contract. To ensure this, in January 2011, the Allied Health Division Dean met with his office staff to deliver a directive that all contracts must accurately represent the scope of work and hours for the contracted period. As a practice now, the Allied Health division office staff prepares the contracts to accurately reflect the contracted scope of work. Following this, another office staff member double-checks the accuracy of the contract's scope of work and, if applicable, confirms student enrollment of teaching contracts. This directive was further conveyed by the Division Dean to Allied Health Division faculty at the divisional meeting in January 2011.

Furthermore, the College is in the process of assembling an internal, administrative review team to address the responsibility of the specific parties involved in this recommendation regarding payment for work performed outside the scope of work as described on the contract. The completion date for this corrective action is no later than June 30, 2011.

Recommendation #2:

Statement: Management of Delgado Community College concurs in part that Debbie Kern did approve contracts for Gay Dawson for classes that they later knew or should have known would contain no students. However, based on the College's preliminary investigation, management acknowledges that as a full-time faculty member, Ms. Kern was new to the academic management role of overseeing the College's fitness centers and did not adequately understand contract guidelines particularly on accurately describing the scope of work on the contract.

Corrective Action: Any questionable contract is now flagged and addressed through the newly instituted review process previously described in the corrective action for recommendation #1. Furthermore, management of Delgado Community College is in the process of assembling an internal, administrative review team to determine what employment ramifications may be appropriate for Ms. Dawson and Ms. Kern. The completion date for this corrective action is no later than June 30, 2011.

Recommendation #3:

Statement: Management of Delgado Community College concurs with the finding that certain employees have signed time sheets and employment contracts for their co-workers.

Corrective Action: In the aforementioned meeting of the Allied Health Division Dean and his office staff in January 2011, a directive was issued to remind office staff that all contracts and timesheets must be signed directly by the responsible employee. As a practice now, the Allied Health division office staff prepares the contracts and sends emails for the employees to come into the office and personally sign the contracts. This practice is also carried out in regard to timesheets. This directive was further conveyed to Allied Health Division faculty at the aforementioned division meeting in January 2011. And finally, in May 2011, the College issued a directive from the Vice Chancellor for Business and Administrative Affairs to all College faculty and staff, which states that all employee contracts and timesheets require the original signature of the employee before being processed.

Recommendation #4:

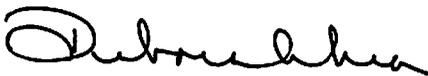
Statement: Management of Delgado Community College concurs that Fitness Center employees may have received an hourly wage while simultaneously performing some contract teaching and non-teaching duties for which they were paid separately. The College maintains that this perception was a consequence of poorly defined scopes of work and job duties, as well as the

courses' formats, which afford students the flexibility to choose their training times in the various fitness centers.

Corrective Action: As noted in the report, Delgado management has immediately instituted a practice to prevent employees from being paid twice for any work performed in a single time period. In the aforementioned meeting of the Allied Health Division Dean and his office staff in January 2011, he issued a directive that all contracts must accurately represent the scope of work and hours for the contracted period outside of the employee's existing hourly position, if applicable. As noted previously in this response, Allied Health division staff members now prepare the contracts to accurately reflect the scope of work. This directive was further conveyed at the previously referenced division meeting in January 2011. Furthermore, the College issued a directive from the Vice Chancellor for Business and Administrative Affairs to all College faculty and staff in May 2011, which states that 1) all employee contracts must reflect the accurate scope of work, and 2) hourly employees may not perform additional contracted duties during their hourly work schedule.

The person responsible for corrective action for all recommendations noted in the report is Deborah R. Lea, Acting Chancellor.

Sincerely,



Deborah R. Lea
Acting Chancellor

Thirty-two copies of this public document were published in this first printing at a cost of \$152.22. The total cost of all printings of this document, including reprints is \$152.22. This document was published by the Office of State Inspector General, State of Louisiana, Post Office Box 94095, 150 Third Street, Third Floor, Baton Rouge, LA 70804-9095 to report its findings under authority of LSA-R.S. 39:7-8. This material was printed in accordance with the standards for printing by state agencies established pursuant to LSA - R.S. 43:31.

A copy of this report has been made available for public inspection at the Office of State Inspector General and is posted on the Office of State Inspector General's website at www.oig.louisiana.gov. Reference should be made to Case No. CD-11-010. If you need any assistance relative to this report, please contact Stephen B. Street, Jr., State Inspector General at (225) 342-4262.

REPORT FRAUD, WASTE, AND ABUSE

To report alleged fraud, waste, abuse, or mismanagement relative to state programs or operations, use one of the following methods:

- Complete complaint form on web site at www.oig.louisiana.gov
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- Call the Office of State Inspector General at (225) 342-4262