

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

**ATHLETIC COMMITTEE**

**February 25, 2021**

**Item G.1.**     **Grambling State University's** request for approval of a revised Athletic Home Game Complimentary Ticket Policy reduced to 25% per COVID-19 Guidelines.

**EXECUTIVE SUMMARY**

Grambling State University has submitted a revision to its current policy, last revised in August of 2019. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus. Several changes are proposed, which results in the issuance of less complimentary tickets as follows:

- Football – Total decrease of 1,815 tickets, which includes home football games and Classics.
- Basketball – Total decrease of 549 tickets for home games.
- Baseball – Total decrease of 615 tickets for home games.

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

Please refer to the attached summary describing the ticket list.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy reduced to 25% per COVID-19 Guidelines.*

G.1.



February 4, 2021

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A REVISED COMPLIMENTARY  
ATHLETIC TICKET POLICY REDUCED TO 25% (COVID-19 GUIDELINES)**

Grambling State University requests the approval for a revised complimentary athletic ticket policy reduced to 25% to follow COVID-19 guidelines.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJG", is written over a horizontal line.

Richard J. Gallot, Jr., JD  
President

RJG:

Attachment



Grambling State University  
Athletics Complimentary Ticket Distribution  
Fiscal Year Ending June 30, 2021

TITLE	CURRENT TICKET			COVID:25%	
<b>ADMINISTRATION:</b>					
PRESIDENT	10			2	
EXECUTIVE VP AND CHIEF OPERATING OFFICER	2			0	
SENIOR ASSOC. VP FOR FINANCE & ADMIN.	2			0	
PRESIDENT'S OFFICE MANAGER	2			0	
COORDINATOR OF STRATEGIC PROJECTS	2			0	
EXECUTIVE ASSISTANT TO THE PRESIDENT	2			0	
VP FOR ACADEMIC AFFAIRS	2			0	
VP RESEARCH FOR ADVANCEMENT	2			0	
ASSOC. VP FOR STRATEGIC INTI/MKTG/COMM	2			0	
DIRECTOR OF INTERNAL AUDIT	2			0	
DIRECTOR OF ALUMNI AFFAIRS	2			0	
ASSOC. VP FOR STUDENT AFFAIRS	2			0	
CONTROLLER	2			0	
DIRECTOR OF OPERATIONS/COMPLIANCE	2			0	
CHIEF OF POLICE	2			0	
CHEERLEADING COACH	2			0	
MARCHING BAND DIRECTOR	2			0	
ASSOC. BAND DIRECTOR I	2			0	
ASSOC. BAND DIRECTOR II	2			0	
BAND COORDINATOR	2			0	
ASSISTANT BAND DIRECTOR	2			0	
ASSISTANT BAND DIRECTOR	2			0	
ORCHESTRIS DIRECTOR	2			0	
FORMER PRESIDENT(S)	2			0	
<b>ATHLETICS:</b>					
ATHLETIC DIRECTOR	6			2	
SENIOR WOMEN ADMIN/ATHLETIC DIRECTOR	2			1	
DEPUTY ATHLETICS DIRECTOR/BUSINESS MAN	2			1	
ADMIN ASST TO THE ATHLETIC DIRECTOR	2			1	
OPERATIONS DIRECTOR/MANAGER	2			1	
ASST. ATHLETIC DIRECTOR OF COMPLIANCE	2			1	
ACADEMIC COORDINATOR(ATHLETIC DEPT)	2			1	
ASSOC. REGISTRAR/ATH. CERTIFICATION OFFICER	2			1	
ASST ATHLETIC DIRECTOR OF ENHANCEMENT	2			1	
ACADEMIC COORDINATOR/ACADEMIC ENHANCEMENT	2			1	
SPORTS INFORMATION DIRECTOR	2			1	
SPORTS INFORMATION STAFF	2			1	
SPORTS THERAPIST-MANAGER	2			1	
SPORTS THERAPIST/TRAINERS	2			1	
ASST ATHLETIC BUSINESS MANAGER	2			1	
TICKET OFFICE STAFF	2			1	
TICKET OFFICE AGENTS	2			1	
GRADUATE ASSISTANTS	2			1	
FACULTY ATHLETIC REP	2			1	
DIRECTOR OF TV CENTER	2			1	
STAFF MEMBERS OF SPORTS INVOLVED	2			1	
DIRECTOR OF FOOTBALL OPERATIONS	2			1	
HEAD STRENGTH & CONDITIONING COACH	2			1	
ASST STRENGTH & CONDITIONING COACH	2			1	
EQUIPMENT MANGER	2			1	
ASST. EQUIPMENT MANGER	2			1	
HEAD COACHES OF SPORTS INVOLVED	40			10	10 each
ASST COACHES OF SPORTS INVOLVED	60			30	5 each
PROMOTIONAL	20			0	
STUDENT ATHLETES (HOME)	60			30	2 EACH
STUDENT ATHLETES (AWAY)	60			30	2EACH
GRAD ASSISTANTS(ATHLETIC DEPT)	4				
SUPER PROFESSORS	4				
HIGH SCHOOL RECRUITS	120			60	
HIGH SCHOOL COACHES	80			0	
UL SYSTEM PRESIDENT	2			0	
UL SYSTEM STAFF	2			0	
UL BOARD OF SUPERVISORS	2			0	
STATE TROOPERS					
	566			189	

Grambling State University  
Athletics Complimentary Ticket Distribution  
Fiscal Year Ending June 30, 2021

TITLE	CURRENT TICKET			COVID:25%	
<b>ADMINISTRATION:</b>					
PRESIDENT	5			2	
EXECUTIVE VP AND CHIEF OPERATING OFFICER	2			0	
SENIOR ASSOC. VP FOR FINANCE & ADMIN.	2			0	
PRESIDENT'S OFFICE MANAGER	2			0	
COORDINATOR OF STRATEGIC PROJECTS	2			0	
EXECUTIVE ASSISTANT TO THE PRESIDENT	2			0	
VP FOR ACADEMIC AFFAIRS	2			0	
VP RESEARCH FOR ADVANCEMENT	2			0	
ASSOC. VP FOR STRATEGIC INTI/MKTG/COMM	2			0	
DIRECTOR OF INTERNAL AUDIT	2			0	
DIRECTOR OF ALUMNI AFFAIRS	2			0	
ASSOC. VP FOR STUDENT AFFAIRS	2			0	
CONTROLLER	2			0	
DIRECTOR OF OPERATIONS/COMPLIANCE	2			0	
CHIEF OF POLICE	2			0	
CHEERLEADING COACH	2			0	
MARCHING BAND DIRECTOR	2			0	
ASSOC. BAND DIRECTOR I	2			0	
ASSOC. BAND DIRECTOR II	2			0	
BAND COORDINATOR	2			0	
ASSISTANT BAND DIRECTOR	2			0	
ASSISTANT BAND DIRECTOR	2			0	
ORCHESIS DIRECTOR	2			0	
FORMER PRESIDENT(S)	2			0	
<b>ATHLETICS:</b>					
ATHLETIC DIRECTOR	2			0	
SENIOR WOMEN ADMIN/ATHLETIC DIRECTOR	2			0	
DEPUTY ATHLETICS DIRECTOR/BUSINESS MAN	2			0	
ADMIN ASST TO THE ATHLETIC DIRECTOR	2			0	
OPERATIONS DIRECTOR/MANAGER	2			0	
ASST. ATHLETIC DIRECTOR OF COMPLIANCE	2			0	
ACADEMIC COORDINATOR(ATHLETIC DEPT)	2			0	
ASSOC. REGISTRAR/ATH. CERTIFICATION OFFICER	2			0	
ASST ATHLETIC DIRECTOR OF ENHANCEMENT	2			0	
ACADEMIC COORDINATOR/ACADEMIC EHANCEMEN	2			0	
SPORTS INFORMATION DIRECTOR	2			0	
SPORTS INFORMATION STAFF	2			0	
SPORTS THERAPIST-MANAGER	2			0	
SPORTS THERAPIST/TRAINERS	2			0	
ASST ATHLETIC BUSINESS MANAGER	2			0	
TICKET OFFICE STAFF	2			0	
TICKET OFFICE AGENTS	2			0	
GRADUATE ASSISTANTS	2			0	
FACULTY ATHLETIC REP	2			0	
DIRECTOR OF TV CENTER	2			0	
STAFF MEMBERS OF SPORTS INVOLVED	2			0	
DIRECTOR OF FOOTBALL OPERATIONS	2			0	
HEAD STRENGTH & CONDITIONING COACH	2			0	
ASST STRENGTH & CONDITIONING COACH	2			0	
EQUIPMENT MANGER	2			0	
ASST. EQUIPMENT MANGER	2			0	
HEAD COACHES OF SPORTS INVOLVED	10			5	
ASST COACHES OF SPORTS INVOLVED	10			5	
PROMOTIONAL	2			0	
STUDENT ATHLETES (HOME)	120			60	2 EACH
STUDENT ATHLETES (AWAY)	120			60	2 EACH
GRAD ASSISTANTS(ATHLETIC DEPT)	2			0	
SUPER PROFESSORS	2			0	
HIGH SCHOOL RECRUITS	2			0	
HIGH SCHOOL COACHES	2			0	
UL SYSTEM PRESIDENT	2			0	
UL SYSTEM STAFF	2			0	
UL BOARD OF SUPERVISORS	2			0	
STATE TROOPERS	2			0	
	383			132	

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

**ATHLETIC COMMITTEE**

**February 25, 2021**

**Item G.2.**     **Northwestern State University's** request for approval of a contract with Mr. Ryan Hall, Assistant Athletic Director for Development, effective March 1, 2021.

**EXECUTIVE SUMMARY**

To provide for developing contributions through the Demons Unlimited Foundation, the University has created the position of Assistant Athletic Director for Development, who will be a University employee. Northwestern has selected Mr. Ryan Hall to fill this position. The position would include a written contract which would begin on March 1, 2021 and end on June 30, 2022. This agreement may be amended or extended at any time during the period of this contract by mutual agreement of all parties. The base salary is \$60,000, with additional incentive compensation as described below.

The Director shall also be entitled to the following performance-based incentives on the following:

- A disbursement of \$10,000 if the 2021-22 annual fund goal of \$400,000 is attained by June 30, 2022.
- A disbursement of \$10,000 in subsequent years if the agreed upon annual fund benchmark is reached by the conclusion of the fiscal year each June 30.
- 10% of annual fund donations raised that exceed the established benchmark for that year.
- \$500 bonus for any \$10,000 Endowed Scholarship that is secured.

The \$60,000 base salary and all incentive compensation will be funded by the Demons Unlimited Foundation. The payments will be transferred to the University and paid through the University's payroll system. The University Athletic Department will provide related benefits.

The contract may be terminated for convenience by either party with 30 days' notice.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Ryan Hall, Assistant Athletic Director for Development, effective March 1, 2021.*



**G.2.**

February 11, 2021

Dr. Jim Henderson, President  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Re: Assistant Athletic Director for Development – Ryan Hall

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for *Assistant Athletic Director for Development – Ryan Hall* to be placed on the agenda for the February 2021 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
President

Attachment

# NORTHWESTERN STATE UNIVERSITY

## Assistant Athletic Director for Development

### CONTRACT OF EMPLOYMENT

#### STATE OF LOUISIANA PARISH OF NATCHITOCHEs

This contract is made and entered into between Northwestern State University through its President, Dr. Chris Maggio; NSU Athletic Department represented by Director of Athletics Greg Burke and Deputy Athletic Director Dr. Haley Taitano; NSU Demons Unlimited Foundation represented by Mike Newton, and **Ryan Hall** (hereinafter referred to as "fundraiser"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

#### **1.0 Employment**

- 1.1 Northwestern State University (the "University") does hereby employ FUNDRAISER as **Assistant Athletic Director for Development** for the Northwestern State University Demons Unlimited Foundation and FUNDRAISER does hereby accept employment and agrees to perform all of the services pertaining to developing contributions through the Demons Unlimited Foundation, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President, Director of Athletics and Deputy Athletic Director.
- 1.2 FUNDRAISER shall be responsible, and shall report, directly to Northwestern State University's Deputy Athletic Director and shall confer with the Deputy AD's designee on all administrative/technical matters. FUNDRAISER shall also report regularly to the Demons Unlimited Foundation Board of Directors regarding fundraising activities. FUNDRAISER shall also be under the general supervision of Northwestern State University's President and Director of Athletics.
- 1.3 FUNDRAISER shall manage NSU Demons Unlimited Foundation contributions.
- 1.4 FUNDRAISER agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University.

#### **2.0 Term**

- 2.1 The term of this contract is for the period, commencing on the **1st day of March, 2021** and terminating without further notice to FUNDRAISER on the **30th day of June 2022** unless extended under the terms of this contract. After this initial contract, future contracts will be annual and commencing on July 1<sup>st</sup> and terminating on June 30<sup>th</sup>.
- 2.2 This contract is renewable solely upon an offer from Northwestern State University and an acceptance by FUNDRAISER, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants FUNDRAISER a claim to tenure in employment, nor shall FUNDRAISER'S service pursuant to this contract count in any way toward tenure at Northwestern State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

#### **3.0 Compensation**

- 3.1.1 3.1 In consideration of FUNDRAISER'S services and satisfactory performance of this contract, Northwestern State University shall pay FUNDRAISER a **base annual salary** in the amount of **\$60,000**, payable in 26 bi-weekly payments. The NSU Demons Unlimited Foundation will reimburse the University the annual base salary of the FUNDRAISER. The University Athletic Department will provide related benefits. The Director shall receive at no cost use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- 3.2 The University does not guarantee amounts due under this contract beyond the dates of the current contract.
- 3.2 FUNDRAISER may be eligible for cost of living or merit pay increases in addition to the stated base salary. Fundraiser is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.



#### **4.0 Incentive Compensation**

- 4.1 The Director shall also be entitled to the following performance-based incentives on the following:
  - 4.1.1 A disbursement of \$10,000 if the 2021-22 annual fund goal of \$400,000 is attained by June 30, 2022.
  - 4.1.2 A disbursement of \$10,000 in subsequent years if the agreed upon annual fund benchmark is reached by the conclusion of the fiscal year each June 30.
  - 4.1.3 10% of annual fund donations raised that exceed the established benchmark for that year.
- 4.2 \$500 Bonus for any \$10,000 Endowed Scholarship that is secured.
- 4.3 The NSU Demons Unlimited Foundation shall be solely responsible for the compensation as defined in section 4 hereof. The funds shall be transferred from the Foundation to the University and paid to the FUNDRAISER through the University's normal payroll process.

#### **5.0 Employee Benefits**

- 5.1 The FUNDRAISER shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon FUNDRAISER's base annual salary as provided by University.

#### **6.0 Outside Income/Employment**

The FUNDRAISER shall be authorized to earn other revenue while employed by Northwestern State University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. All outside income/employment shall be approved in advance by the Board.

FUNDRAISER shall report annually in writing to the President through the AD and Deputy on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of FUNDRAISER to verify this report (NCAA Constitution Article 11.2.2).

FUNDRAISER may earn income and revenue from outside sources while employed by Northwestern State University upon approval from President and with approval by the Board. Director shall report annually in writing to President, AD and Deputy AD all athletically related income and/or benefits he receives from sources outside of University, and FUNDRAISER shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of FUNDRAISER'S University employment and University shall have no responsibility for any claims arising therefrom.

#### **7.0 Standards of Conduct and Compliance with NCAA and Conference Regulations**

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

FUNDRAISER shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances FUNDRAISER shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

FUNDRAISER agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Director shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 et seq. and the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of FUNDRAISER'S employment as Assistant Athletic Director for Development, or termination of this Contract.

Pursuant to NCAA Bylaw 11.2.1, FUNDRAISER understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). FUNDRAISER hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a serious violation, possible termination of employment.

FUNDRAISER shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that Director is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by FUNDRAISER for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

## **8.0 Termination**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of the FUNDRAISER, the AD and Deputy AD shall confer with the Demons Unlimited Foundation Board of Directors regarding the potential dismissal. Prior to termination of the FUNDRAISER, the University will obtain approval from the President of the University of Louisiana System.

**Termination for Cause:** Should FUNDRAISER'S contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

FUNDRAISER may be terminated by the Foundation for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules, or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal, or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or University rules, regulations, policies, or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1 or the Louisiana Code of Governmental Ethics.

The judgment as to whether the conduct of the FUNDRAISER constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the Foundation.

**Termination for Financial Exigency:** FUNDRAISER may be terminated at any time due to the financial circumstances in which the Foundation, University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, FUNDRAISER will receive six (6) months' notice of termination or six (6) months regular pay, or balance of what is owed on the current contract whichever is less, in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, including supplements paid by the Demons Unlimited Foundation, cease upon termination.

**9.0 Amendment Extension**

This Contract may be amended and/or extended by the mutual consent of the parties, expressed in writing, and approved by the Board.

**10.0 Severability**

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

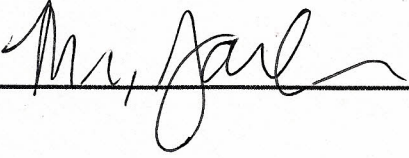
**11.0 Force Majeure**

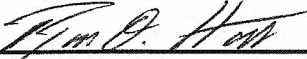
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

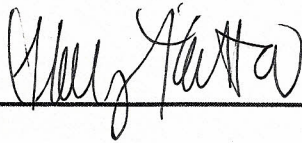
WITNESSES:

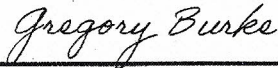
NORTHWESTERN STATE UNIVERSITY

  
\_\_\_\_\_

BY   
\_\_\_\_\_

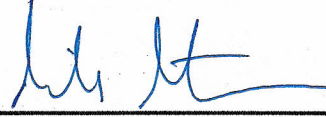
RYAN HALL, Fundraiser

  
\_\_\_\_\_

BY   
\_\_\_\_\_


GREGORY S. BURKE, Director of Athletics

  
\_\_\_\_\_

BY   
\_\_\_\_\_

MIKE NEWTON, President/Demons Unlimited  
Foundation

  
\_\_\_\_\_

BY   
\_\_\_\_\_

DR. CHRIS MAGGIO, President  
Northwestern State University

\_\_\_\_\_  
\_\_\_\_\_

BY  
\_\_\_\_\_

DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

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

**ATHLETIC COMMITTEE**

**February 25, 2021**

**Item G.3.**      **Southeastern Louisiana University's** request for approval of a contract with Mr. David Kiefer, Head Men's Basketball Coach, effective February 1, 2021.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through March 31, 2024, Coach's annual salary is \$103,592. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The Lion Athletics Association (LAA) will pay Coach \$6,000 for fundraising and speaking engagements and \$5,408 for Radio and/or Television appearances. Finally, the LAA will pay Coach salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--for winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 2.0-2.9
- \$250--Team average APR above 985
- \$100--Individuals that qualify for NCAA Championship-Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. Coach may be terminated for cause if the team's multiyear APR falls below the NCAA minimum at any time during contract period.

In the event the University terminates the Contract without cause, the Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA.

In the event Coach terminates the Contract without cause to take another head coach position, Coach would be liable to the University for liquidated damages in the amount of \$100,000 if during first contract year; \$80,000 if during second contract year; and \$60,000 if during third contract year.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. David Kiefer, Head Men's Basketball Coach, effective February 1, 2021.*

February 4, 2021

Dr. James B. Henderson  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

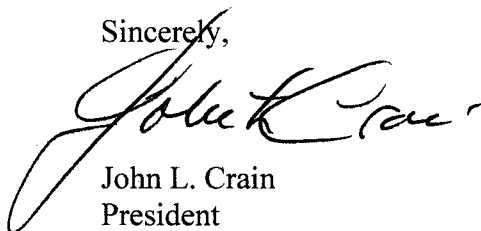
Re: Athletics Coach Contract – Head Men’s Basketball Coach

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contract be placed on the agenda for the February 2021 meeting of the Board of Supervisors.

- Head Men’s Basketball Coach – David Kiefer

Sincerely,



John L. Crain  
President

Attachment

**CONTRACT OF EMPLOYMENT  
HEAD MEN'S BASKETBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of February, 2021 between Southeastern Louisiana University through its President, Dr. John Crain and David Kiefer (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD MEN'S BASKETBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee MEN'S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR

1 Coach Initial: DK Admin Initial: 



will have the responsibility for approving the annual MEN'S BASKETBALL schedule.

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

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

## 2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of February, 2021 and terminating without further notice to COACH on the 31st day of March, 2024 unless extended under the terms of this agreement.

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

## 3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$103,592 for the term of this agreement on a bi-weekly basis.

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

3.3 The COACH will be paid an additional annual amount of \$ 6,000 from the General Fund within the Lion Athletics Association ("LAA" for the COACH's LAA fund raising and speaking

2 Coach Initial: DIC Admin Initial: AF

engagements as assigned by the Athletic Director.

3.4 The COACH will also be paid an additional \$ 5,408 from the LAA, as outlined in section 5.0, for Radio and/or Television Show.

3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 13.

#### 4.0 Incentive Compensation

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

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 965
- I. \$100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

3 Coach Initial: D/C Admin Initial: SP

## 5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and MEN'S BASKETBALL Team with approval of the DIRECTOR. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

- (a) Assign his/her rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA;
- (b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;
- (c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

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

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.
- (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.
- (e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which

is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

## 6.0 Camps and Clinics

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

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

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- (d) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides
  - 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

5 Coach Initial: DK Admin Initial: AT

- 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
- (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

## 7.0 Employee Benefits

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

### 7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.
- (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The

COACH agrees to abide by all rules and regulations as outlined in PPM 49.

- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.3 For each MEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home MEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

#### **8.0 Outside Income-Subject to Compliance with Board Rules**

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

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1<sup>st</sup>. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

7 Coach Initial: DK Admin Initial: AV

## **9.0 Apparel, Equipment Endorsements**

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

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

## **10.0 Compliance with NCAA, Conference and University Rules**

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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

#### **11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

11.1 COACH shall promptly report to the University's Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

11.2 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.



## 12.0 Coaching Staff

12.1 COACH shall have the authority to select unclassified MEN'S BASKETBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

12.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

## 13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1, 3.2, 3.3 and Section 3.4 for the remainder of the term specified in section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).
- (c) The LAA shall also pay remaining portion of money owed to COACH as outlined in Section 3.3 and 3.4.

13.2 In the event that COACH terminates the contract to take another head coach position, the COACH will owe the University the following:

- Termination during first contract year: \$100,000.
- Termination during second contract year: \$80,000.

- Termination after the conclusion of the second contract year: \$60,000.

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

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

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that:
  - (1) violates state or University ethics laws, rules or regulations;
  - (2) offends the ethics or traditions of the University; or
  - (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence.
- (e) Violation or gross disregard of state or federal laws.
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The Team's multi-year APR falling below the NCAA minimum at any time during the contract.
- (j) Any determined violation of Title IX of the Education Amendments of 1972.

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

13.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.6 This contract may be terminated at any time should the UNIVERSITY discontinue the MEN'S BASKETBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

**14.0 Fundraising**

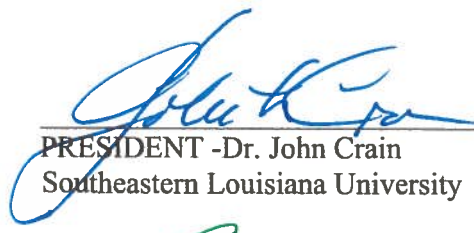
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year.

**15.0 Force Majeure**

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

**16.0 Severability**

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

 2/4/20  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 1/27/21  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

 1/29/21  
David Kiefer Date  
HEAD MEN'S BASKETBALL COACH

 2/1/2020  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

14 Coach Initial: TK Admin Initial: AV

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD MEN'S BASKETBALL COACH

AGREEMENT  
HEAD MEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and David Kiefer the University HEAD MEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 13.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

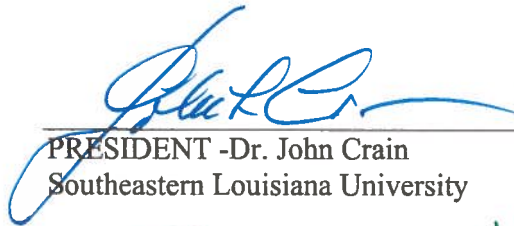
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head MEN'S BASKETBALL Coach in the amount as per paragraph 3.0 and 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.


The Lion Athletics Association and Head MEN'S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

15 Coach Initial: D/K Admin Initial: AK

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

 2/4/21  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 1/29/21  
Jay Artigues Date  
ATHLETICS DIRECTOR

 1/29/21  
David Kiefer Date  
HEAD MEN'S BASKETBALL COACH

 2/1/2020  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
SUPERVISORS FOR THE UNIVERSITY OF  
LOUISIANA SYSTEM