

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

**ATHLETIC COMMITTEE**

**October 22, 2020**

**Item F.1.**     **Nicholls State University's** request for approval of a contract with Mr. James Austin Claunch, Head Men's Basketball Coach, effective October 28, 2020.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through April 30, 2024, Coach's annual salary is \$130,000 per year paid by the University and the Colonel Athletic Association. The Colonel Athletic Association, subject to the terms and conditions of this agreement, will pay Coach a vehicle allowance of \$4,200 annually. During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the Colonel Athletic Association:

- \$5,000 if team wins conference regular season championship;
- \$10,000 if team wins Southland Conference Men's Basketball Tournament Championship (in a year where Coach wins both regular season and tournament championship, only the tournament championship incentive would be applicable);
- \$2,500 if Southland Conference Coach of the Year;
- \$5,000 – NCAA Tournament At Large Selection;
- \$5,000 per victory in the NCAA Tournament;
- \$2,500 for National Invitation Tournament appearance;
- \$1,000 per victory in the NIT;
- \$1,500 – CIT or CBI Tournament Appearance;
- \$5,000 – Per victory against a guarantee game opponent (does not apply during the 2020-21 college basketball season, and thereafter, only applies if Coach secures at least \$375,000 in guarantee game revenues, in accordance with Section 12.1 of this agreement);
- \$5,000 – Per victory against a team that is ranked in the top 25 either in the AP or Coaches National Poll at the time the game is played (does not apply during the 2020-21 college basketball season, and thereafter, does not apply if opponent is a guarantee game opponent);
- \$500 – Any contract year in which the men's basketball team's cumulative GPA is 3.0 or greater;
- \$500 – Any contract year in which the men's basketball team's GSR (graduation success rate) is 70% or above;
- \$1,000 – Any contract year in which the men's basketball team's APR (academic performance rate) is 980 or above.

In the event University terminates the Agreement without cause, Coach is entitled to \$260,000 if terminated without cause during Year 1 of the Agreement; or the greater of: the remaining Base Salary that Coach would have earned in Year 2 or six months' Base Salary if terminated without cause during Year 2 of the Agreement; or the greater of: the remaining Base Salary that Coach would have earned in Year 3 or six months' Base Salary if terminated in Year 3; or the remaining Base Salary due through the end of the Term of this Agreement if Coach is terminated during Year 4 of the Agreement. Amounts payable for the year that come due during the current fiscal year ending June 30 shall be paid by the University. The remaining amounts payable that come due beyond the current fiscal year shall be solely funded by the Colonel Athletic Association, subject to the terms and conditions of this Agreement.

If Coach terminates this Agreement without cause to become employed as a basketball coach or staff member of any rank or standing with another institution, COACH would be liable to the University for liquidated damages of \$65,000.00.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of a contract with Mr. James Austin Claunch, Head Men's Basketball Coach, effective October 28, 2020.*

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

**STATE OF LOUISIANA**

**PARISH OF LAFOURCHE**

This agreement is made and entered into on the 28th day of October 2020, between Nicholls State University through its President, Dr. John Clune, Jr., the Colonel Athletic Association (hereinafter "CAA") through its Executive Director, Mr. Jonathan Terrell, and Mr. James Austin Claunch (hereinafter referred to as "COACH"), and replaces the Contract of Employment dated March 29, 2018, which was previously executed between the parties and approved. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Nicholls State 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.

**1.1 Employment**

**1.2** Nicholls State University (the "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 basketball (athletic program), 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 Athletics Director.

**1.3** COACH shall be responsible, and shall report, directly to Nicholls State University's Director of Athletics (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 Nicholls State University President.

- 1.4** COACH shall manage and supervise the team and shall perform such other duties related to the men's basketball program and Nicholls State University's athletic program as the Director may reasonably assign (but in no event shall such other duties constitute a reassignment to another position at Nicholls State University).
- 1.5** COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH 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. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.6** Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

**2.1 Term**

- 2.2** The "Term" of this Agreement is for a fixed period commencing on the 28th day of October 2020, and terminating without further notice to COACH on the 30th day of April 2024, unless extended under the terms of this Agreement.
- 2.3** This Agreement is renewable solely upon an offer from the Nicholls State University President and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This Agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this Agreement count in any way toward tenure at Nicholls State University.
- 2.4** This Agreement may be amended or extended at any time during the Term of this Agreement by mutual signed agreement of both parties, and approved by the Board.

### **3.1 Compensation**

**3.2** In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH an annual "Base Salary" of One Hundred Thirty Thousand Dollars (\$130,000.00) per year for the Term of this agreement, on a bi-weekly basis, as well as all related benefits, subject to applicable taxes. COACH's annual base salary shall be funded as follows: the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) shall be funded directly by the University and the sum of Fifteen Thousand Dollars (\$15,000.00) shall be funded by the Colonel Athletic Association (CAA) and paid through the University to COACH.

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

**3.4** The CAA will use best efforts to secure the use of a vehicle for COACH, or the CAA will pay COACH a vehicle allowance of \$4,200 annually, in monthly installments of \$350 each month throughout the Term of this Agreement.

**3.5** The University does not guarantee amounts due under this Agreement beyond the current year of performance. Should the Agreement be terminated for any reason, amounts due shall be determined in accordance with Paragraph 10.

### **4.1 Incentive Compensation**

**4.2** During the Term of this Agreement, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements / incentives are cumulative, unless otherwise stated, and shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic

Association (CAA) and paid through University payroll, it is understood and agreed that if at any time during the Term CAA fails to fund any earned incentives as set forth below, University agrees to fund any of said incentives.

- (a) \$5,000 – Regular Season Conference Championship
- (b) \$10,000 – Southland Conference Men’s Basketball Tournament Championship (in a year where COACH wins regular season and tournament championship, only the tournament championship incentive would apply)
- (c) \$2,500 – Conference “Coach of the Year” honors
- (d) \$5,000 – NCAA Tournament At Large Selection
- (e) \$5,000 – Per victory in the NCAA Tournament
- (f) \$2,500 – National Invitation Tournament appearance
- (g) \$1,000 – Per victory in the NIT
- (h) \$1,500 – CIT or CBI Tournament Appearance
- (i) \$1,500 – 20-win season
- (j) \$5,000 – Per victory against a guarantee game opponent (does not apply during the 2020-21 college basketball season, and thereafter, only applies if COACH secures at least Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) in guarantee game revenues, in accordance with Section 12.1 of this Agreement)
- (k) \$5,000 – Per victory against a team that is ranked in the top 25 either in the AP or Coaches National Poll at the time the game is played (does not apply during the 2020-21 college basketball season, and thereafter, does not apply if opponent is a guarantee game opponent)
- (l) \$500 – Any contract year in which the men’s basketball team’s cumulative GPA is 3.0 or greater
- (m) \$1,000 – Any contract year in which the men’s basketball team’s APR (academic performance rate) is 980 or above
- (n) \$500 – Any contract in year in which the men’s basketball team’s GSR (graduation success rate) is 70% or above

**4.3** Incentives for Head Coaches: COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy “Nicholls State University Athletics Incentives for Head Coaches” as long as said policy remains in existence and is active.

**5.1 Camps and Clinics**

**5.2** COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities, but in no event shall said suitable compensation reward University a profit. The use of University facilities will be determined by the availability of those facilities as established by the University. Any monies earned during said camp or camps in excess of compensation paid to the University and all expenses related to the camp or camps shall be fully retained by COACH.

**5.3** It is specifically agreed that in the operation of any private camp (LLC), COACH acts for himself in his private capacity and not as an agent or employee of the University and that is agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

- a) 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 for the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
  - A. 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.
  - B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

- c) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- d) 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 education campus environment and the character of a State institution which makes facilities open to persons without discrimination.
- e) The Director of Intercollegiate Athletics will be the administrative officer 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.

**6.1 Employee Benefits**

**6.2** COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.

**6.3** For each Men's Basketball season, COACH shall be entitled to a total of twelve (12) tickets per home men's basketball game.

**7.1 Outside Income-Subject to Compliance with Board Rules**

**7.2** The COACH shall be authorized to earn other revenue while employed by the University. Such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

**7.3** 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 the University, COACH must report all such income or benefits to the University President in writing at least annually. 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 the University.

### **8.1 Compliance with NCAA, Conference, University, System, and State Rules**

**8.2** In accordance with NCAA Constitution 11.2.1, COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant or repetitive violations; provided, however, COACH's employment may only be terminated under this Agreement if COACH is found, after the exhaustion of all appeals, to be in violation of a Level I or Level II violation as set forth more specifically below.

**8.3** COACH bears the responsibility of using his best efforts to ensure that the men's basketball team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of COACH to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the Term of this Agreement, this paragraph will be amended to reflect the same.

**8.4** 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 shall at all times conduct himself in a

manner that befits a University official and shall always attempt to create goodwill and a positive image for the University.

**8.5** COACH and University 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 who is 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; provided, however, COACH's employment may only be terminated under this Agreement if COACH is found, after the exhaustion of all appeals, to be in violation of a Level I or Level II violation as set forth more specifically below.

**9.1 Men's Basketball Staff**

**9.2** COACH shall have the authority to select unclassified men's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

**9.3** COACH is expected to supervise the men's basketball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach, COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the basketball program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

**9.4** During the Term of this Agreement, the University shall use its best efforts to set the aggregate salary pool for men's basketball personnel at a minimum of One Hundred

Forty-One Thousand Dollars (\$141,000.00). Such compensation shall be allocated to the staff by COACH's discretion and subject to approval of the University President and Athletic Director whose approval shall not be unreasonably withheld. COACH and University will work in good faith to establish a reasonable incentive bonus pool for staff to be allocated by COACH's discretion and subject to approval of the University President and Athletic Director whose approval shall not be unreasonably withheld. The University shall pay One Hundred Seventeen Thousand (\$117,000.00) of the salary pool amount. The CAA shall pay Twenty-Four Thousand (\$24,000.00) of the salary pool amount.

## **10.1 Termination**

**10.2** Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party, and by fulfilling the termination obligations set forth in Section 10.3 or 10.4. Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

**10.3** (a) COACH may be terminated by the Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws constituting a felony, and deliberate, repetitive and serious violations of NCAA that rise to a Level I or Level II violation (as defined by the NCAA Rules as amended from time to time), conference, or university rules, regulations, policies, or procedures, or availability of sufficient funding as provided by the Louisiana Legislature in its annual Appropriation of funds to the Institution ("Termination For Cause"). In the event of such Termination For Cause, COACH will receive thirty (30) calendar days' notice of termination, and such Termination For Cause shall be subject to COACH's Right to Remedy under 10.2(b). 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, and shall be subject to COACH’s Right to Remedy under Section 10.2(b). No damages shall be due if termination is for just “Cause”.

**10.2** (b) Prior to issuing a notice of termination or suspension, University shall give COACH a written notice of a violation, detailing the reasons for such termination or suspension, and provide COACH the “Right to Remedy” it within thirty (30) days (“Cure Period”) unless the reasons for such termination or suspension are not susceptible to being cured. Notwithstanding the foregoing, COACH shall not be suspended or terminated, and pay shall not be withheld, during the Cure Period set forth in this Section 10.2(b), unless the reasons for such termination or suspension are not susceptible to being cured.

**10.3** The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason (“Termination Without Cause”). In the event the University terminates the Agreement during any year as noted below, without cause, the COACH shall be entitled to the following payment as set forth below:

**A. Should termination occur any time from October 28, 2020 to October 27, 2021 (“Year 1”), COACH will be entitled to \$260,000. In no event shall the University pay more than \$260,000.**

**B. Should termination occur any time from October 28, 2021 to October 27, 2022 (“Year 2”), COACH will be entitled to the greater of: (i) the Base Salary, as set forth in Section 3.1 through October 27, 2022 or (ii) the equivalent of six (6) months of Base Salary, as set forth in Section 3.1.**

**C. Should termination occur any time from October 28, 2022 through October 27, 2023 (“Year 3”), COACH will be entitled to the greater of: (i) the Base**

**Salary, as set forth in Section 3.1 through October 27, 2023 or (ii) the equivalent of six (6) months of Base Salary, as set forth in Section 3.1.**

**D. Should termination occur any time from October 28, 2023 through the end of the Term of this Agreement (“Year 4”), COACH will entitled only to the remaining Base Salary set forth in Section 3.1 due for the remainder of the Term of this Agreement. Notwithstanding the foregoing, University shall not be obligated to make any payments to COACH beyond that which is due through April 30, 2024.**

**Amounts listed above are not cumulative and COACH shall only be entitled to the applicable amount set forth above for the time period in which an event of termination may occur.** In the event the University exercises the termination without cause provisions as stated hereinabove, the Coach will continue to receive the remaining payments due in the increments as provided in section 3.1 above. The parties further agree that COACH shall make reasonable efforts to secure employment with the proceeds of such employment being a direct offset against monies owed hereunder to COACH by the University and CAA. Failure of COACH to make reasonable efforts to secure employment shall be cause for termination of this Agreement and release of the University and CAA of any obligations to make further payments.

Notwithstanding anything to the contrary contained in this section 10, to the extent applicable, the parties acknowledge that Code section 457(f) may require some or all of the semi-monthly payments described above to be taxable to COACH before their scheduled payment dates. The University will continue to withhold applicable federal and state taxes, pursuant to elections made by the Coach and on file with the University. The Coach is permitted to seek the opinion of counsel of his own

choosing, and at Coach's cost, to plan, prepare for and determine any necessary changes for purposes of tax planning.

The parties acknowledge that a Termination Without Cause shall be deemed a "separation from service" within the meaning of IRS Code section Section 409A.

**10.4** In the event COACH terminates this Agreement without cause during the Term to become a basketball coach or staff member of any rank or standing with another institution, then, COACH or a designee of COACH shall pay to the University, in lieu of all other legal remedies, liquidated damages of Sixty-Five Thousand Dollars (\$65,000). The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of the termination. If COACH terminates this Agreement for health or personal reasons, then COACH shall have no responsibility, obligation, or liability to the University. Notwithstanding anything to the contrary contained in this Agreement, University agrees that COACH's obligations as contained in this Section 10.4 shall be waived by the University if the University's men's basketball program is no longer a participating member of the Southland Conference or another Division-I conference.

**10.5** COACH may be terminated at any time due to 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 six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

## **11.1 Fundraising**

**11.2** All fundraising activities by COACH must be pre-approved by the Athletic Director to ensure that such activities are in compliance with University policies.

**12.1 Additional Program Funding**

**12.2** Subject to Title IX requirements, the University will use its best efforts to increase the Men's Basketball program operating budget each fiscal year, on a temporary basis, in an amount equal to 100 percent (100%) of game guarantee net revenues earned in that fiscal year exceeding Three Hundred Seventy-Five Thousand (\$375,000.00) Dollars and less than Four Hundred Ten Thousand (\$410,000.00) Dollars. In the event that game guarantee net revenues are lower than the minimum amount stipulated herein, then no additional funds shall be added to the program's operating budget. This adjustment shall be made annually without consideration to preceding fiscal year budgets.

**13.1 Notices**

**13.2** Any notice or other communication which is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the U.S. Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing.

If to Coach:

Austin Claunch  
222 Bayou Reserve Ct.  
Thibodaux, LA 70301

With a copy to:

Priority Sports & Entertainment  
325 N. LaSalle Dr., Suite 650  
Chicago, IL 60654  
Attention: Dan Eveloff

If to the University:

Nicholls State University

P.O. Box 2070

Thibodaux, LA 70310

Attention: President

If to the Colonel Athletic Association:

Colonel Athletic Association

P.O. Box 2070

Thibodaux, LA 70310

Attention: Executive Director

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**Thus Agreed To**, by and between the herein named parties, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Dr. John Clune, Jr.  
President, Nicholls State University

\_\_\_\_\_  
Mr. James Austin Claunch  
Nicholls State University Head Men's  
Basketball Coach

\_\_\_\_\_  
Mr. Jonathan Terrell  
Executive Director, Colonel Athletic Association

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Dr. James Henderson  
President, University of Louisiana System

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

**ATHLETIC COMMITTEE**

**October 22, 2020**

**Item F.2.**      **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Theo Sliman, Head Men's Golf Coach, effective July 1, 2020.

**EXECUTIVE SUMMARY**

This agreement is through June 30, 2022. During this period, Coach shall receive an annual base salary of \$62,087 from the University for the term of the contract. The University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership, and an annual cell phone allowance of \$960. Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- **Academic Achievement Compensation.** A payment of \$1,000 upon the happening of the following event which occurs earliest in any year of this contract, if at all, provided that University has been notified that the Men's Golf Team's cumulative Academic Performance Report (APR) average is above 930:
  - The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
  - The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
  - The graduation success rate of the Men's Golf Program as reported by the NCAA exceeds 80%.
- **Performance Achievement Compensation.** In addition, Coach shall receive all of the following which may apply per Men's Golf season:
  - \$1,000 if the Men's Golf Team wins the Conference Tournament;
  - \$1,000 if the Men's Golf Team appears in the NCAA Regional Tournament;
  - \$2,000 if the Men's Golf Team appears in the NCAA National Championship;
  - \$3,000 if the Men's Golf Team appears in the NCAA National Championship "Elite Eight";

- \$500 if a member of the Men's Golf Team appears in the NCAA Regional Tournament;
  - \$1,000 if a member of the Men's Golf Team appears in the NCAA National Championship;
  - A payment equivalent to one monthly installment of Coach's then-current Base Salary if the Men's Golf Team wins the NCAA Team Championship;
  - \$500 if a member of the Men's Golf Team wins the Conference Tournament;
  - \$2,500 if a member of the Men's Golf Team wins the NCAA Individual National Championship; and
  - \$2,000 if the Men's Golf Team is ranked in the top 25 of the final GolfStat rankings.
- **Coaching Recognition Achievement Compensation.** In addition, Coach shall receive all of the following which may apply:
    - \$1,000 if Coach is named Coach of the Year by the Conference; and
    - \$3,000 if Coach is named the National Coach of the Year by the Golf Coach Association of America.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 75% of the Base Salary remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation and will be offset by future compensation earned by Coach as described within the contract.

If the Coach terminates the contract within 12 months following the effective date of this contract to accept a coaching position with another institution, Coach shall be liable to the Foundation for liquidated damages of \$10,000.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Theo Sliman, Head Men's Golf Coach, effective July 1, 2020.***



October 1, 2020

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Theo Sliman, Head Men's Golf Coach.

Please place this item on the agenda for the October 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large loop at the end.

E. Joseph Savoie  
President

svc

Attachment

**CONTRACT FOR EMPLOYMENT  
HEAD MEN'S GOLF COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS CONTRACT FOR EMPLOYMENT** ("Contract") is made and effective the 1st day of July, 2020 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and THEODORE SLIMAN ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, Coach has heretofore been employed by University as Head Coach of University's Men's Golf Program (the "Men's Golf Program"); and

**WHEREAS**, University desires to continue to employ Coach as Head Coach of the Men's Golf Program, and Coach desires to continue to be employed by University, but pursuant to a written contract for employment;

**NOW, THEREFORE**, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Employment.** University hereby employs Coach as Head Coach of its Men's Golf Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Director of Athletics ("Director"). Coach shall also be under the general supervision of President.
2. **Term.**
  - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect for an initial term of two (2) years, terminating on June 30, 2022 ("Term").
  - b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year, expiring on June 30, 2023, if at any time during the Term of this Contract the Men's Golf Program (i) wins the Men's Golf Team Championship of the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), or (ii) appears in the National Collegiate Athletic Association (the "NCAA") Men's Golf Team

Championship. Any such automatic extension shall occur only once and then upon the happening of the earliest of the aforesaid events.

- c. **Extension by Agreement.** In addition, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year Director or Director's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 12 herein.
  - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any extensions thereof, University continues to accept Coach's services as Head Men's Golf Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Men's Golf Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Men's Golf Program and shall perform such other duties in the University athletic program as Director and/or President may reasonably assign so long as such duties are generally consistent with those duties typically performed by Division I head men's golf coaches. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Men's Golf Coach which are expressly assigned and/or inherent in such position.
  - b. Lead, direct, manage, promote, and supervise the Men's Golf Program and its personnel in an effective manner to achieve the goals and objectives for the Men's Golf Program as established by Director in consultation with Coach.
  - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Men's Golf Coach.
  - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
    - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
    - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
    - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
    - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.

- e. Staff the Men's Golf Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Utilize best efforts to ensure Men's Golf student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Men's Golf Program.
- h. Lead public relations programs for the Men's Golf Program and develop campus and community support for the Men's Golf Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Men's Golf Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all federal and state laws, as well as all policies, rules, regulations, and interpretations of University, Board, the NCAA, and the Conference, as now constituted or as may be amended during the Term hereof, including:
  - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
  - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Men's Golf coaches, student-athlete members of the Men's Golf Team, graduate assistants, and Men's Golf operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
  - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
- m. Ensure the Men's Golf Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681

*et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.

- n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
- o. Adhere to and carry out other directives and responsibilities as may be given by Director and/or President from time to time.

**4. Base Salary.**

- a. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual Base Salary of Sixty-Two Thousand Eighty-Seven Dollars and NO/100 (\$62,087.00), payable in equal monthly installments of Five Thousand One Hundred Seventy-Three Dollars and 92/100 (\$5,173.92) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
- b. In the event that this Contract is extended through June 30, 2023, pursuant to Section 2(b), above, Coach's Base Salary for the period of July 1, 2021 to June 30, 2023, shall not be less than Coach's Base Salary for the Term.

**5. General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

**6. Additional Benefits.** University shall also pay to Coach the following additional benefits:

- a. **Automobile Allowance.** Either (i) use of an automobile provided by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00).
- b. **Travel Expenses.** Reimbursement for all reasonable travel expenses incurred by Coach, and his spouse when appropriate, in performing his duties under this Contract, provided that any reimbursement for expenses incurred by Coach's spouse shall be provided to Coach's spouse through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose. Such reimbursement may only be authorized for the Coach's spouse for purposes of University engagement and activities with athletic supporters and alumni. Any such reimbursement pursuant to this Section 6(b) shall be subject to any and all University policies, any applicable Board policies, and any applicable Foundation policies. In accordance with IRS regulations, the value of the travel may constitute taxable income to the employee.



- c. **Cellular Telephone Allowance.** A cellular telephone allowance of Eighty Dollars and NO/100 (\$80.00) per month.

7. **Achievement Compensation.**

- a. **Head Coach Achievement Compensation.** During Coach's employment as Head Men's Golf Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of One Thousand Dollars and NO/100 (\$1,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Men's Golf Team's cumulative Academic Performance Report (APR) average is above 930:

- 1. The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
- 2. The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
- 3. The graduation success rate of the Men's Golf Program as reported by the NCAA exceeds eighty (80%) percent.

- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Men's Golf season:

- 1. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Golf Team wins the Conference Tournament;
- 2. One Thousand Dollars and NO/100 (\$1,000.00) if the Men's Golf Team appears in the NCAA Regional Tournament;
- 3. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Golf Team appears in the NCAA National Championship;
- 4. Three Thousand Dollars and NO/100 (\$3,000.00) if the Men's Golf Team appears in the NCAA National Championship "Elite Eight;"
- 5. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Golf Team appears in the NCAA Regional Tournament;

6. One Thousand Dollars and NO/100 (\$1,00.00) if a member of the Men's Golf Team appears in the NCAA National Championship;
  7. A payment equivalent to one (1) monthly installment of Coach's then-current Base Salary if the Men's Golf Team wins the NCAA Team Championship;
  8. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men's Golf Team wins the Conference Tournament;
  9. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Men's Golf Team wins the NCAA Individual National Championship; and
  10. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Golf Team is ranked in the top twenty-five (25) of the final GolfStat rankings.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive all of the following which may apply:
1. One Thousand Dollars and NO/100 (\$1,000.00) if Coach is named Coach of the Year by the Conference; and
  2. Three Thousand Dollars and NO/100 (\$3,000.00) if Coach is named the National Coach of the Year by the Golf Coach Association of America.
- b. **Assistant Coach Achievement Compensation.** University acknowledges the Men's Golf Assistant Coach ("Men's Golf Assistant") will contribute valuably to the occurrence of the Men's Golf Program's achievements. In recognition of such contributions, University shall issue to the paid Men's Golf Assistant, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University's discretion in compliance with Foundation's exempt purpose, an Achievement Compensation payment equal to twenty-five (25%) percent of all Achievement Compensation payments issued to Coach during the Men's Golf Assistant's employment as a Men's Golf Assistant. Any Assistant Coach Achievement Compensation shall be issued separately from and in addition to any Head Coach Achievement Compensation owed to Coach.
- c. All Achievement Compensation which may be paid pursuant to this Section 7 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- d. Notwithstanding the foregoing, no coach (including Coach and/or any Men's Golf Assistant) shall be entitled to any unpaid Achievement Compensation for any year

during which said coach has been suspended by University, or during which University has terminated the coach's employment as a coach for cause.

**8. Compliance with Law, Policy, and Regulations.**

- a. Coach 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. Coach 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 any criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Men's Golf Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach 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). Coach 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, or in the event of a Level 1 or Level 2 violation, termination of employment.

**9. Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income and/or benefits he receives from sources outside University, and Coach 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 Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits 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 NCAA Bylaw 11.2.2.).

**10. Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through Director.

**11. Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall he use his employee standing as Head Men's Golf Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of

commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Men's Golf Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.

**12. Evaluation.** Director or Director's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of Director or Director's designee, achieved annual performance targets which shall be communicated to Coach prior to each Men's Golf season and from time to time as Director or Director's designee deems reasonably necessary and warranted.

**13. Termination by University.**

**a. Without Cause.**

- i. University may terminate this Contract without cause in the sole and absolute discretion of President. Prior to the termination of this Contract, University will obtain approval from the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to seventy-five (75%) percent of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within sixty (60) days of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Funds to be used in University's discretion in compliance with Foundation's exempt purpose.
- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced on a monthly basis by any gross income, Base Salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach, or in which Coach has an interest as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Subsequent Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity.
- iii. Within fourteen (14) days after accepting any Subsequent Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any

changes in his income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income for the prior year no later than February 15th of each year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of such breach, provide Coach with written demand to cure such breach within ten (10) days and provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.

- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents or employees as of the date of termination. In consideration of such liquidated damages, Coach shall, and does hereby, release and discharge Board, University, and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

**b. For Just Cause.**

- i. University may terminate this Contract for just cause, including but not limited to:
  - 1. Failure to comply with this Contract;
  - 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
  - 3. Failure to comply with a lawful directive from Director or President, or other insubordination;
  - 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of Director or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
  - 5. Condoning, failing to prevent, and/or failing to report any Men's Golf Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body,

provided Coach knew or reasonably should have known of such violation;

6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
  7. Prolonged absence from University without University's consent;
  8. Poor evaluation by Director not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
  9. Failure to administer the Men's Golf Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
  - iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University shall provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

#### **14. Termination by Coach.**

- a. Coach recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Contract. Accordingly, should Coach terminate this Contract at any time prior to the expiration of its Term:
  - i. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of

his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.

- ii. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, whom University has contacted and/or recruited, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.
- b. In addition to the provisions of Section 14(a), above, if Coach terminates this Contract within twelve (12) months following the Effective Date of this Contract, Coach shall pay to Foundation within sixty (60) days of the date of notice of termination a liquidated damages payment of Ten Thousand Dollars and NO/100 (\$10,000.00).

**15. Automatic Termination.** This Contract shall automatically terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Men's Golf Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

**16. Force Majeure; Pay Reduction, Layoff, or Furlough.**

- a. "Force Majeure Event" shall mean any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, or government regulation, proclamation, order, or action, including that of the Conference or the NCAA.
- b. If a Force Majeure Event occurs and, as a result, three (3) or more tournaments of a single golf season are cancelled, University reserves the right to layoff, furlough or to temporarily reduce Coach's Base Salary (subject to University of Louisiana System policy FS-III.XVI.E-1). University also reserves the right to implement a layoff, furlough, or reduction in Base Salary when deemed necessary by the Director of Athletics to respond to significant University financial considerations or budget constraints and as provided for by University policy, action of the President, or University of Louisiana System policy. In any such event, University will work with Coach to facilitate access by Coach to any University, state, or federal benefits programs for the provision of health benefits and unemployment compensation. University's obligations under Sections 4, 6, and 7 shall be suspended during a layoff or furlough period implemented under this Section 16. Coach shall not be entitled to benefits under Section 5 during a layoff or furlough period implemented under this

Section 16; except that such benefits entitlement shall continue if and only to the extent required by state or federal law or University of Louisiana System policy.

17. **Non-Discrimination.** Coach shall not discriminate against any individual, including but not limited to, in the employment of coaches and other staff and the recruitment of players, because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or military or veteran status, and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Coach shall be responsible for and shall require his staff to comply with all University policies and guidelines, including but not limited to those dealing with prohibited discrimination, harassment, workplace bullying, and retaliation.
18. **Acknowledgement.** The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Men's Golf Coach or in any other employment capacity.
19. **Miscellaneous.**
  - a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 13(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
  - b. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
  - c. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
  - d. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
  - e. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
  - f. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.



- g. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
  - h. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
  - i. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
  - j. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
  - k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
  - l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
  - m. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Agreement.
  - n. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.
- 20. Notices.** Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

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

***University Designee:***

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

***With copy to:***

Dr. Bryan Maggard, Director of Athletics  
University of Louisiana at Lafayette  
537 Cajundome Blvd., Suite 239  
Lafayette, LA 70506

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

***Coach:***

Theodore Sliman  
130 Clark Court  
Lafayette, LA 70503

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the  
University of Louisiana System**

**Theodore Sliman, Coach**

DocuSigned by:  
*Joe Savoie*  
1405E1487C93461...

DocuSigned by:  
*Theo Sliman*  
8F4710F5BD13469...

Dr. E. Joseph Savoie  
President, University of Louisiana  
at Lafayette

10/12/2020

Date

10/6/2020

Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Secretary of the Board of Supervisors for the University  
of Louisiana System

**ANCILLARY AGREEMENT TO  
CONTRACT FOR EMPLOYMENT  
HEAD MEN’S GOLF COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

This is an Ancillary Agreement between the Board of Supervisors for the University of Louisiana System (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); the University of Louisiana at Lafayette Foundation (the “Foundation”); and Theodore Sliman (“Coach”).

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men’s Golf Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6(b) concerning spousal travel reimbursement, 7, 13, 14, and 15 of the Contract of Employment for Head Men’s Golf Coach (“Contract”). Any and all sums the Foundation owes pursuant to such agreement shall be paid from Unrestricted Athletic Funds. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6(b) concerning spousal travel reimbursement, 7, 13, 14, and 15. No other terms of the Contract shall obligate or bind the Foundation.

The Foundation and Coach hereby acknowledge that they have been provided a copy of the Contract. This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

*[Remainder of page intentionally left blank. Signature page follows.]*

Entered into this 1st day of July, 2020.

DocuSigned by:  
Joe Savoie 10/12/2020  
1405E1487C93461...

Board of Supervisors of the Date  
University of Louisiana System  
By: Dr. E. Joseph Savoie

DocuSigned by:  
Theodore Sliman 10/6/2020  
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Theodore Sliman Date

DocuSigned by:  
Joe Giglio 10/9/2020  
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University of Louisiana at Lafayette Date  
Foundation  
By: Joe Giglio, Chairman

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary of the Board of Supervisors  
for the University of Louisiana System

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

**ATHLETIC COMMITTEE**

**October 22, 2020**

**Item F.3.**      **University of Louisiana at Lafayette's** request for approval of an amendment to the contract with Mr. Timothy Leger, Assistant Football Coach, effective July 1, 2020.

**EXECUTIVE SUMMARY**

Under the proposed amendment, Coach's annual salary is \$155,000. All other terms and conditions of his contract effective March 1, 2020 shall remain in full force and effect.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of an amendment to the contract with Mr. Timothy Leger, Assistant Football Coach, effective July 1, 2020.*



October 1, 2020

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

Dear Dr. Henderson:

This is to request approval of the attached amended contract between the University of Louisiana at Lafayette and Mr. Timothy Leger, Assistant Football Coach.

Please place this item on the agenda for the October 2020 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie  
President

svc

Attachment

**FIRST AMENDMENT TO  
CONTRACT FOR EMPLOYMENT  
ASSISTANT FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT** (“Amendment”) is made and effective the 1st day of July, 2020 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and TIM LEGER (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment shall have the same meaning as in the Contract. This Amendment is subject to the approval of the Board; therefore the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective March 1, 2020 for Coach to be employed as University’s Assistant Football Coach/Recruiting Coordinator for the Football Program under the terms and conditions set forth therein (the “Contract”);

**WHEREAS**, the parties now desire to amend the Contract; and

**WHEREAS**, the parties wish to make such Amendment effective as of the Effective Date.

**NOW, THEREFORE**, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 4 in its entirety and replace with the following:

**Base Salary**. In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of One Hundred Fifty Five Thousand Dollars and NO/100 (\$155,000.00), payable in equal monthly installments of Twelve Thousand Nine Hundred Sixteen Dollars and 67/100 (\$12,916.67) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases



for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

2. All other terms and conditions of the Contract shall remain in full force and effect.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment on the dates indicated below.

**Board of Supervisors of the  
University of Louisiana System**

**Tim Leger,  
Coach**

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Joe Savoie 10/5/2020  
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DocuSigned by:  
Tim Leger 9/29/2020  
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Dr. E. Joseph Savoie Date  
President, University of Louisiana  
at Lafayette

Date

IN ACKNOWLEDGEMENT AND ACCEPTANCE, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette  
Foundation**

DocuSigned by:  
Joe Giglio 10/3/2020  
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Joe Giglio, Chairman Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the \_\_\_\_ day of October, 2020.

\_\_\_\_\_  
Secretary of the Board of Supervisors for the  
University of Louisiana System