## [If individual will also be employed as head coach, separate employment agreements must be executed for Head Coach and Athletic Director.]

## ATHLETIC DIRECTOR EMPLOYMENT AGREEMENT

## (Salary $100,000 and Under)

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is between The University of Texas \_\_\_\_\_\_\_\_\_\_\_ (the “University”) and \_\_\_\_\_\_\_\_\_\_ **[insert full name of person]** (“Athletic Director”) (collectively, the “Parties”). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Athletic Director by the University.

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

**1. DEFINITIONS**

As used in this Agreement (including within these paragraphs) the following terms shall have these meanings:

“NCAA” shall mean the National Collegiate Athletic Association, and its successor. **[If institution belongs to the NAIA, exchange the term NCAA with NAIA throughout the document and replace National Collegiate Athletic Association with National Association of Intercollegiate Athletics in the definition above.]**

“\_\_\_\_\_\_\_\_\_\_” shall mean the \_\_\_\_\_\_\_\_\_\_ Conference, its successor or any other athletic conference of which the University may be a member.

“Governing Athletic Rules” shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the \_\_\_\_\_\_\_\_\_\_ Conference or any successor of such association or conference, or by the Athletic Director in the conduct and administration of the Athletics Department.

“University Rules” shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the University or by the Board of Regents of The University of Texas System.

**2. TERM OF EMPLOYMENT**

The term of this Agreement shall begin on \_\_\_\_\_\_\_\_\_\_, and shall terminate on \_\_\_\_\_\_\_\_\_\_ (the “Term”), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. Athletic Director agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Athletic Director a claim to tenure in employment, nor shall Athletic Director’s service pursuant to this Agreement count in any way toward tenure at the University.

**3. ATHLETIC DIRECTOR’s DUTIES AND RESPONSIBILITIES**

 **A. Duties and Responsibilities.** Subject to the other provisions of this Agreement, the Athletic Director shall devote **his/her** best efforts full-time to leadership, supervision, and promotion of the University’s stable intercollegiate athletic programs (the “Programs”). Athletic Director will report directly to and act and perform to the reasonable satisfaction of the \_\_\_\_\_\_\_\_\_\_ **[insert title of individual to whom Athletic Director reports]**, who will determine Athletic Director’s duties and responsibilities. The Parties agree to meet and formally discuss all aspects of the operation of the Programs within 45 days following the conclusion of each season.

In **his/her** position as Athletic Director, **he/she** is responsible for the duties normally associated with an athletic director at a Division \_\_ university. The duties and responsibilities of the position include, but are not limited to, the following:

(1) Assure that the University has plans, policies, procedures and programs that are in compliance with the Governing Athletic Rules and University Rules, and that promote the mission of the University, the University’s high standard of academic excellence, and the general welfare of student-athletes;

(2) Understand, observe and uphold all academic standards and requirements of the University, including the University Rules, Governing Athletic Rules, and all state and federal laws, and ensure compliance by coaches and other athletic department personnel;

(3) Develop procedures and programs that assure the welfare of student-athletes; ensure that coaching and administrative staff actively support the Department of Athletics and the University’s joint commitment to academic achievement for each student-athlete, to include promoting academic advising and counseling services; maintain and environment in which the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates;

(4) Be responsible for the recruitment, the hiring and the terms and conditions of employment of all head coaches, with consultation and approval by the \_\_\_\_\_\_\_\_\_\_ **[insert title of individual to whom Athletic Director reports]**, as appropriate;

(5) Maintain responsibility for hiring and supervising all administrative and other personnel as deemed appropriate for the proper and effective functioning of a major intercollegiate athletic program in the framework of the values and traditions of the University, consistent with the University Rules and Governing Athletic Rules, and with the supervision and approval of the \_\_\_\_\_\_\_\_\_\_ **[insert title of individual to whom Athletic Director reports]**, as appropriate;

(6) Ensure the fiscal integrity of the Programs; develop strategic plans and budgets; raise private funds; monitor the expenditure of all funds consistent with all state and federal laws, University Rules, and Governing Athletic Rules;

(7) Identify needs for renovation and repairs consistent with principles of equal access and athletics; negotiate and recommend sports marketing, apparel and shoe sponsorship arrangements;

(8) Consult regularly with the Compliance Coordinator regarding the interpretation of applicable rules, and bring any differences of opinion to the \_\_\_\_\_\_\_\_\_\_ **[insert title of individual to whom Athletic Director reports]** for resolution; assist the Compliance Coordinator or other designated individuals in investigating all cases where an alleged violation of a University Rule or Governing Athletic Rule has or may have occurred;

(9) Maintain responsibility for overseeing and assisting with scheduling athletic events and games, and identify and recommend adding or removing varsity sports teams;

(10) Perform such other duties as assigned from time to time by the \_\_\_\_\_\_\_\_\_\_ **[insert title of individual to whom Athletic Director reports]**.

 **B. NCAA and Other Governing Athletic Rules and University Rules.**

(1) Athletic Director agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletic Rules and University Rules. In the performance of all **his/her** duties and obligations under this Agreement, Athletic Director will abide by and comply with all Governing Athletic Rules and University Rules and all decisions issued by the University. Violations of any Governing Athletic Rules or University Rules by Athletic Director will be sufficient cause for disciplinary action.

(2) It shall be the responsibility of Athletic Director to promote an atmosphere of compliance within the Programs and to monitor the activities regarding compliance of all coaches and other administrators involved with the Programs who report directly or indirectly to the Athletic Director. If, at any time during the Term of this Agreement, Athletic Director knows, or has reasonable cause to believe that any coach, student-athlete, student, faculty member, or agent or employee of the University, or any outside individual has violated, or allowed or caused to be violated, any Governing Athletic Rules or University Rules, or if Athletic Director receives notice or information that the NCAA or the \_\_\_\_\_\_\_\_\_\_ Conference intends to investigate or to review any alleged violations of Governing Athletic Rules or University Rules, or if Athletic Director receives notice or information that any law is alleged to have been violated by any student-athlete or coach of any University athletic program, including **him/her**self, **he/she** must immediately report such information, knowledge, or belief to the Compliance Coordinator.

(3) If Athletic Director is found to be in violation of Governing Athletic Rules, whether while employed by the University or during prior employment at another NCAA member institution, Athletic Director shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Athletic Director may be terminated as provided in Section 6.A of this Agreement.

**C. Reassignment of Duties.** Throughout the Term of this Agreement, Athletic Director shall use **his/her** best full-time energies, efforts, and abilities for the exclusive benefit of the University. It is understood by the Parties, however, that during the Term of this Agreement, the University retains the right to reassign Athletic Director to other positions with different duties and responsibilities within the Athletic Department that University deems to be reasonably consistent with Athletic Director’s education and experience. In the event of such reassignment, beginning on the date of such reassignment, Athletic Director’s total compensation for the performance of such reassigned duties and responsibilities shall be the Base Salary in effect at the date of reassignment, which salary is listed in Section 5.A(1) of this Agreement. **[**The University’s obligations under Section 5.B shall terminate upon reassignment at the University’s sole discretion.**][Include this sentence only if University is providing performance incentives to the Athletic Director.]** Upon cessation of Athletic Director’s duties and responsibilities, Athletic Director shall voluntarily relinquish all appointments on NCAA or athletic conference committees, subcommittees and/or councils of any nature. If the University exercises its right to reassign Athletic Director and Athletic Director refuses to accept such reassignment, the University may terminate this Agreement pursuant to Section 6.A.

**4. OTHER EMPLOYMENT**

During the Term of this Agreement, Athletic Director shall either: (a) not engage in any other employment, act in a consulting or independent contractor capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the University; or (b) be permitted to engage in outside employment only after receiving the prior written approval of the President of the University. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Athletic Director shall make a written annual report to the President of the University specifying the amount of all income and benefits from approved sources outside the University. Except when Athletic Director is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Athletic Director may not be identified as the Athletic Director at the University (1) for purposes related to any employment, consulting, or athletically related activities of Athletic Director, other than for the University, or (2) in connection with Athletic Director’s endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

**5. COMPENSATION AND BENEFITS**

**A. Base Salary.**

(1) Effective \_\_\_\_\_\_\_\_\_\_ **[insert begin date from Section 3]**, the annual **[“annual”, should be used only if the duration of the contract is for a period greater than one year]** Base Salary for duties performed by Athletic Director under this Agreement shall be $\_\_\_\_\_\_\_\_\_\_, payable in 12 monthly installments. **[**The Base Salary will be reviewed at least annually and may be adjusted as required by the legislature or as deemed appropriate by the University.**][Include this sentence only if the duration of the contract is for a period greater than one year.]**

(2) Athletic Director will also receive all other regular employment benefits provided by the University to similarly-situated administrative and professional non-tenured, at-will employees of the University, and such benefits may be modified or terminated. Athletic Director acknowledges and agrees that such regular employment benefits may be modified from time to time, including, without limitation, terminated, as provided for by legislative action of the State of Texas or by action of the Board of Regents of The University of Texas System or the University.

**[Performance Incentives are Optional – delete the next paragraph if not applicable.**

**Please note that 34 CFR 668.14(b)(22) prohibits institutions from paying a commission, bonus, or other incentive payment to any employee (including athletic staff) based on securing enrollments or financial aid to institutional personnel involved in recruitment or making decisions about awarding Title IV aid. However, the regulations do not consider “bonus” payments made to coaching staff or other athletic department personnel to be prohibited if they are rewarding performance other than securing enrollment or awarding financial aid, such as a successful athletic season, team academic performance, or other measures of a successful team.]**

**B. Performance Incentives.** Provided that sufficient funds are available from athletics revenue or gifts for the unrestricted use of the Department of Athletics, Athletic Director shall be entitled to receive additional non-salary compensation from the University in the form of the following stated bonuses for increased responsibilities, provided that all varsity sports are in compliance with all Governing Athletic Rules and University Rules, and there are no pending or active NCAA or \_\_\_\_\_\_\_\_\_\_ Conference investigations or major violations of which Athletic Director knew or should have known.

**[Insert Incentives – See examples below**

(1) Football. Athletic Director is eligible for one of the following bonuses (ties would be decided by the \_\_\_\_\_\_\_\_\_\_ Conference tie breakers):

(a) $15,000 in any contract year in which the Football team wins the \_\_\_\_\_\_\_\_\_\_ Conference championship; or

(b) $10,000 in any contract year in which the Football team finishes the \_\_\_\_\_\_\_\_\_\_ Conference regular season in second, third or fourth place; or

(c) $5,000 in any contract year in which the Football team finishes the \_\_\_\_\_\_\_\_\_\_ Conference regular season in fifth or sixth place; or

(d) $20,000 in any contract year in which the Football team wins the NCAA national championship.

These bonuses are not cumulative. Any amount earned will be paid within 60 days following the date of the bowl game.

(2) Other Varsity Sports Team. Athletic Director is eligible for one of the following bonuses:

(a) $5,000 in any contract year for each varsity sports team that wins the \_\_\_\_\_\_\_\_\_\_ Conference regular championship; or

(b) $2,500 in any contract year for each varsity sports team that participates in post-season NCAA competition; or

(c) $5,000 in any contract year for each varsity sports team that wins an NCAA championship.

These bonuses are not cumulative per team. Any amount earned will be paid within 60 days following the last game/match/meet played by the team in the NCAA post-season competition.**]**

**C. Deductions from Compensation.** Payments to Athletic Director by the University pursuant to the terms of this Agreement shall be subject to all deductions required by state and federal law or regulation. The University will make such other deductions permitted by law and authorized by Athletic Director in writing.

**6. SUSPENSION AND TERMINATION**

**A. Suspension or Termination by the University for Cause.** The University shall have the right and option to either suspend Athletic Director for a period of time with or without pay or to terminate Athletic Director’s employment and this Agreement for cause prior to the termination date stated in Section 2 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In no case shall the University be liable to Athletic Director for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Athletic Director as a result of the University’s termination of **his/her** employment. In addition to its normally understood meaning in employment contracts, the term “cause” shall include, without limitation, any of the following:

(1) Failure or refusal by Athletic Director to perform any of the obligations, duties or responsibilities outlined in Section 3 or any refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of Athletic Director’s abilities; or

(2) A serious or major violation or a pattern of violations of any Governing Athletic Rules or University Rules, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by Athletic Director or any coaching staff or other person under Athletic Director’s supervision and direction, including student-athletes in the Programs, which violation was known (or reasonably should have been known) by Athletic Director in the course of **his/her** normal duties, and which may, in the sole judgment and discretion of the President, reflect adversely upon the University, its athletics program or The University of Texas System, including, without limitation, any violation which may result in the University being investigated or placed on probation by the NCAA or the Conference; or

(3) Failure by Athletic Director to report immediately to the Compliance Coordinator any alleged violations of the Governing Athletic Rules or University Rules by Athletic Director or by members of Athletic Director’s coaching staff, student-athletes, or other persons under Athletic Director’s direct control or authority that become known to Athletic Director; or

(4) Any conduct (a) that the University administration reasonably determines is unbecoming to the Athletic Director, or which reasonably brings into question the integrity of the Athletic Director, or that would render Athletic Director unfit to serve in the position of Director of Athletics and reflects poorly on the University, the Programs, or The University of Texas System; or (b) resulting in a criminal charge being brought against Athletic Director involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or

**The University shall have no obligation to use progressive discipline regarding Athletic Director’s misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline.**

**B. Termination by the University without Cause.** The University shall have the right to terminate Athletic Director’s employment and this Agreement without any reason and without cause prior to the termination date stated in Section 2 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Athletic Director pursuant to this Agreement shall cease as of the date of any such termination, and (2) Athletic Director shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al).

**C. Termination of Employment by Athletic Director.** If Athletic Director terminates **his/her** employment under this Agreement prior to its expiration in accordance with this Section 6.C, **his/her** compensation and benefits, to the extent not already vested, shall cease upon the termination date.

**D. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither Athletic Director nor the University shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including, without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, or other outside activity, or exception income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or Athletic Director of information or documents required by law. Athletic Director acknowledges that, in the event of termination of this Agreement for cause, without cause or otherwise, Athletic Director shall have no right to occupy the position of athletic director and that **his/her** sole remedies are provided herein and shall not extend to injunctive relief.

**E. Termination for Disability/Death.** If Athletic Director dies or becomes permanently disabled to the extent that, in the judgment of the President, Athletic Director cannot satisfactorily perform the duties of Athletic Director (“Inability to Perform”), this Agreement shall terminate and all obligations of the University to compensate Athletic Director pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Athletic Director or Athletic Director’s estate in accordance with this Agreement for services performed prior to the termination date and, Athletic Director or Athletic Director’s estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Athletic Director is or was enrolled.

**7. MISCELLANEOUS**

**A. Merger and Amendment.** The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties.

**B. Unenforceability of Provisions.** The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.

**C. Governing Law.** This Agreement shall be construed, enforced, and governed by and in accordance with the laws of the State of Texas. The University and Athletic Director agree that venue for any dispute arising from or related to employment shall be in \_\_\_\_\_\_\_\_\_\_\_ County, Texas. This provision does not prevent the University from removing to federal court any action brought in state court, and Athletic Director hereby consents to, and waives any objections to such removal.

**D. Exemptions, Privileges, and Immunities.** It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.

**E. Mutual Understanding.** Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement’s legal effect, and is under no duress regarding its execution.

**F. Confidentiality; University Records.** All materials or articles of information, including, without limitation, financial records, personnel records, recruiting records, team information, films, statistics and any other material or data furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University’s or Athletic Director’s direction or supervision, are and shall remain the sole and confidential property of the University. Within 10 days of the expiration of this Agreement or its earlier termination with or without cause by either party, Athletic Director shall immediately cause any such materials in **his/her** possession or control to be returned and delivered to the University and **he/she** shall not be entitled to retain any copies thereof. At the same time, Athletic Director shall return all credit cards and keys issued to **him/her** by the University.

**G. Counterparts.** This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement.

**H. Disclosure.** The parties acknowledge and agree that the University is required to comply with the Texas Public Information Act.

**I. Review.** This Agreement is subject to review and approval by the President or the President’s delegate and the Executive Vice Chancellor for Academic Affairs.

IN WITNESS WHEREOF, the Parties hereto, having represented and warranted their authority to enter into and execute this Agreement, has executed this Agreement effective as of the last date written below.

|  |  |
| --- | --- |
| **UNIVERSITY:** | **ATHLETIC DIRECTOR:** |
| **THE UNIVERSITY OF TEXAS \_\_\_\_\_\_\_\_\_\_\_**By:  **[**Name of Executing Officer**]** President **[**Vice President for Business Affairs**]**Date:  |  **[**Full Name of Athletic Director**]**Date:  |
|  |  |
| **APPROVED:** Pedro ReyesExecutive Vice Chancellor, *ad interim*, for Academic AffairsThe University of Texas System | Date:  |