## [If individual will also be employed as athletic director or assistant athletic director, separate employment agreements must be executed for Head Coach and Athletic Director or Assistant Athletic Director.]

## HEAD COACH 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]** (“Coach”) (collectively, the “Parties”). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Coach 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. Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. 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 the University.

**3. COACH’s DUTIES AND RESPONSIBILITIES**

**A. Duties and Responsibilities.** Subject to the other provisions of this Agreement, Coach shall devote **his/her** full time, skill, and attention to the performance of **his/her** duties as the Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach at the University. **He/She** will report directly to and act and perform to the reasonable satisfaction of the Athletic Director, who will determine Coach’s duties and responsibilities. The Parties agree to meet and formally discuss all aspects of the operation of the intercollegiate **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Program (the “Program”) within 45 days following the conclusion of each season.

In **his/her** position as Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, **he/she** is responsible for and shall devote such time and attention as necessary to perform the duties normally associated with a Division \_\_\_ **[men’s/women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ program. The duties and responsibilities of the position include, but are not limited to, the following:

1. Comply with the academic policies established by the University and the NCAA, and maintain an 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.
2. Make recommendations to the Athletic Director regarding the employment and salary of all assistant coaches and support staff;
3. Assign duties and supervise the performance of the assistant coaches and all other personnel assigned to the Program;
4. Plan, supervise, and coordinate the recruitment and training of student athletes for the Program;
5. Cooperate fully with the University in promoting the Program, the University’s Athletic Fund, the University, the University’s Alumni Association, and other University-affiliated organizations. Such cooperation includes, but is not limited to, (a) attendance and participation at meetings, events, and media outlets of the University and University-affiliated organizations; (b) endorsement of products and performance of promotional services; and (c) personal appearances, in each case as directed by the Athletic Director;
6. Supervise and administer the Program budget.
7. Perform such other duties and responsibilities that are consistent with **his/her** position as may be assigned from time-to-time by the Athletic Director

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

(1) Coach 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, Coach 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 Coach will be sufficient cause for disciplinary action.

(2) It shall be the responsibility of Coach to promote an atmosphere of compliance within the Program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Coach. If, at any time during the Term of this Agreement, Coach knows, or has reasonable cause to believe that **he/she** or any student-athlete or coach of any university athletic program, any 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 Coach 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 Coach 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. Such information, knowledge or belief should also be immediately reported to the Athletic Director unless there are allegations that the Athletic Director was complicit in the alleged violation.

(3) If Coach 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, Coach 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 Coach may be terminated as provided in Section 6.A of this Agreement.

 **C. Reassignment of Duties.** Throughout the Term of this Agreement, Coach 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 at the discretion of the Athletic Director, Coach may be removed from the duties and responsibilities as Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach and reassigned to other duties and responsibilities within the Athletic Department. In the event of such reassignment, beginning on the date of such reassignment, Coach’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. Upon cessation of **his/her** coaching duties and responsibilities, Coach shall voluntarily relinquish all appointments on NCAA or athletic conference committees, subcommittees and/or councils of any nature if so requested by the University. If the University exercises its right to reassign Coach and the coach 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, Coach 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. Coach shall make a written annual report through the Athletic Director to the President of the University specifying the amount of all income and benefits from approved sources outside the University. Except when Coach 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 Coach may not be identified as the Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach of the University (1) for purposes related to any employment, consulting, or athletically related activities of Coach, other than for the University, or (2) in connection with Coach’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 length of the contract is greater than one year]** Base Salary for duties performed by Coach 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 length of the contract is greater than one year.]**

(2) Coach 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. Coach 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.

**B. Fringe Benefits.** For the period that Coach serves as the University’s Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, **he/she** will also be entitled to the compensation and benefits found in this Section 5.B. Each of these benefits is subject to the University Rules and Governing Athletic Rules. In the event any of these benefits does not comply with the University Rules and Governing Athletic Rules, the non-compliant benefit(s) shall be null and void.

**Summer Camps.** The University will sponsor summer \_\_\_\_\_\_\_\_\_\_ **[insert sport]** camps for youths. For the period that Coach is the Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, for performance of services in connection with such camps as may be assigned by the Athletic Director, Coach will be paid \_\_% of the net proceeds for each camp. Net proceeds are defined as revenues less expenses as determined by the University in accordance with generally accepted accounting principles. Coach shall use reasonable business judgment to determine the fair and reasonable amount to be paid to each assistant coach and others for summer camp service and such amounts will be treated as expenses. Payment to Coach will be made within 30 days after submission of complete summer camp financial records to the Athletic Director or **his/her** designee, which records must be satisfactory to the Athletic Director, and such financial records must be reconciled. In no event shall the payment be later than the end of the calendar year in which the camp ends. In the event a summer camp fails to yield net proceeds, the University maintains no obligation for payment to Coach. Coach shall not be entitled to conduct or direct summer camps that are not sponsored by 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.]**

**C. Performance Incentives.** As a bonus, to supplement Coach’s compensation, as set out herein, the University agrees to pay the following sums upon attainment of each specified goal, provided the Program is 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 Coach knew or should have known. Coach must also complete the \_\_\_\_\_\_\_\_\_ **[insert sport]** season as Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach to receive any performance incentives for that season. Payment will be made to Coach within 60 days after goal is accomplished.

**[Insert Incentives – See examples below**

(a) $\_\_\_\_\_\_\_\_\_ in any contract year in which the team wins the \_\_\_\_\_\_\_\_\_\_ Conference championship.

(b) $\_\_\_\_\_\_\_\_\_ in any contract year in which the team participates in post-season NCAA competition.

(c) $\_\_\_\_\_\_\_\_\_ for each game that the team wins in NCAA post-season competition.

(d) $\_\_\_\_\_\_\_\_\_ in any contract year in which the team wins the NCAA championship.**]**

**D. Deductions from Compensation.** Payments to Coach 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 Coach in writing.

**6. SUSPENSION AND TERMINATION**

1. **Suspension or Termination by the University for Cause.** The University shall have the right and option to either suspend Coach for a period of time with or without pay or to terminate Coach’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 Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Coach 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 Coach 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 Coach’s abilities; or

(2) A serious or major violation or a pattern of violations, whether intentional or negligent, by Coach of any Governing Athletic Rules or University Rules, which violation may, in the sole judgment and discretion of the Athletic Director, reflect adversely upon the University, its athletics program, or The University of Texas System, including, but not limited to, any violation which may result in the University being investigated or placed on probation by the NCAA or any Conference; or

(3) Allow or condone, whether directly or by negligent supervision, violations of any Governing Athletic Rules or University Rules by members of Coach’s coaching staff, student-athletes in the Program, or other persons under Coach’s direct control or authority, which violation was known (or reasonably should have been known) by Coach in the course of **his/her** normal duties; or

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

(5) Engaging in conduct that violates any Governing Athletics Rules or University Rules concerning (a) consensual relationships between employees and students or (b) sexual harassment; or

(6) Any conduct (a) that the University System administration reasonably determines is unbecoming to a head coach and reflects poorly on the University, the Program, or The University of Texas System; or (b) resulting in a criminal charge being brought against Coach involving a felony, or any crime involving theft, dishonesty, or moral turpitude.

**The University shall have no obligation to use progressive discipline regarding Coach’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 Coach’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 Coach pursuant to this Agreement shall cease as of the date of any such termination, and (2) Coach 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 Coach. I**f Head Coach 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 Coach 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, camp 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 Coach of information or documents required by law. Coach acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, Coach shall have no right to occupy the position of Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach and that **his/her** sole remedies are provided herein and shall not extend to injunctive relief.

**E. Termination for Disability/Death.** If Coach dies or becomes permanently disabled to the extent that, in the judgment of the Athletic Director, Coach cannot satisfactorily perform the duties of Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach (“Inability to Perform”), this Agreement shall terminate and all obligations of the University to compensate Coach pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Coach or Coach’s estate in accordance with this Agreement for services performed prior to the termination date and Coach or Coach ‘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 Coach 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 Coach 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 Coach 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 Coach by the University or developed by Coach on behalf of the University or at the University’s or Coach’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, Coach 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, Coach 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 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:** | **COACH:** |
| **THE UNIVERSITY OF TEXAS \_\_\_\_\_\_\_\_\_\_\_**By:  **[**Name of Executing Officer**]** President **[**Vice President for Business Affairs**]**Date: By:  **[**Name of Athletic Director**]** Athletic DirectorDate:  |  **[**Full Name of Head Coach**]**Date:  |
|  |  |
| **APPROVED:** Pedro ReyesExecutive Vice Chancellor, *ad interim*, for Academic AffairsThe University of Texas System | Date:  |