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

## ASSOCIATE HEAD COACH EMPLOYMENT AGREEMENT

## (Salary $100,001 and Greater)

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

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

1. **PURPOSE**

The Parties have entered into this Agreement because the University desires to employ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as the Associate Head Coach for the period provided, and Associate Head Coach desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Associate Head Coach’s decision to enter into this Agreement and the University’s desire to help run a stable intercollegiate **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Program (the “Program”). The Parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Associate Head Coach recognizes the importance of the maintenance and observance of the principles of institutional control over the Program. Associate Head Coach agrees to recognize and respect the organizational structure of the University in the execution of **his/her** duties under this Agreement.

**2. 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 Athletics 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 Athletics Director in the conduct and administration of the Intercollegiate 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.

1. **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. Associate Head Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Associate Head Coach a claim to tenure in employment, nor shall Associate Head Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

**4. ASSOCIATE HEAD COACH’s DUTIES AND RESPONSIBILITIES**

**A. Recognition of Duties.** Subject to the other provisions of this Agreement, Associate Head Coach shall devote **his/her** full time, skill, and attention to the performance of **his/her** duties as the Associate 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 Head Coach for **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_, who will determine Associate Head Coach’s duties and responsibilities. Associate Head Coach’s job duties and responsibilities may be reviewed and revised from time to time by the Head Coach, provided such duties are reasonable and consistent with duties typical of an intercollegiate assistant **[men’s/women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ coach who coaches at an NCAA Division \_\_\_ \_\_\_\_\_\_\_\_\_\_ program. Within 45 days following the conclusion of each season, Head Coach shall evaluate Associate Head Coach’s performance.

**B. Duties and Responsibilities.** The list of duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The duties and responsibilities of the position include, but are not limited to, the following:

(1) Associate Head Coach will be responsible for customary associate head coaching decisions including, without limitation, assisting the Head Coach with the systems and strategies used in **[list sport],** both in practice and actual contests, planning and finalization of competition/meet schedules, planning and conduct of practice and training sessions, scouting of opponents, breaking down video, selection of team members, determination of financial aid for student-athletes, position assignment of players, and all other matters relating to the preparation, practice for, and competing in **[list sport]** contests.

(2) Associate Head Coach will comply with the academic policies established by the University and the NCAA. Associate Head Coach shall assist the Head Coach to 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 graduation success rates (GSR).

(3) The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Associate Head Coach, as a member of the Athletics Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for ethical conduct are established and enforced by the University, the University of Texas System, the \_\_\_\_\_\_\_\_\_\_ Conference, and the NCAA.

(4) Associate Head Coach will assist the Head Coach upon **his/her request** to oversee all aspects of prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other communications, and any travel-related activities of prospective student-athletes and the Program’s coaching staff.

(5) Associate Head Coach shall engage in fair, safe and responsible treatment of student-athletes in the Program, and will avoid behavior that jeopardizes a student-athlete’s health, safety or welfare. Associate Head Coach understands and agrees that the final medical decisions regarding student-athlete participation in organized practices and/or competitions shall be made by the medical and training room staff.

(6) Associate Head Coach will assist the Head Coach to arrange for the scheduling of games for the **[list sport]** Program and agrees that such scheduling will be mutually coordinated and agreed upon with the Athletics Director or **his/her** designee(s) in consideration of the overall needs of the University’s Intercollegiate Athletics Department. Associate Head Coach will use reasonable efforts to arrange travel and scheduling by student-athletes in such a manner as to minimize lost classroom time. The Athletics Director or their designee(s) will be the final authority on scheduling decisions.

(7) Associate Head Coach will assist the Head Coach to maintain and enforce conduct (both on and off the **[field/court]**), disciplinary rules and sanctions, fairly and uniformly for all student-athletes in the **[list sport]** Program so as to ensure academic and moral integrity while encouraging excellence.

 (8) Associate Head Coach shall cooperate fully with the University in promoting the **[list sport]** 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 Athletics Director or **his/her** designee(s).

(9) For the period that **he/she** is the Associate Head Coach for **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ at the University, Associate Head Coach will be required to assist in the production of and to appear on any radio or television show that features the Program, including, but not limited to, any weekly radio and television shows.

(10) Associate Head Coach will continue to assist the Head Coach and the University and use **his/her** best efforts to continue raising funds necessary to adequately fund the Program. Associate Head Coach shall allow **his/her** name, likeness, and biographical sketch to be used by the University for fundraising and for any other reasonable purpose that supports the Program or the University.

(11) Associate Head Coach will be required to perform such services in connection with sports camps and clinics as may be assigned by the Head Coach. Associate Head Coach may not participate in sports camps or clinics that are not approved by the Head Coach.

(12) If the University enters into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories (“Products”) for the University’s intercollegiate athletics department or the Program, then in accordance with the terms of such agreements, Associate Head Coach will participate in promotional activities and endorse those Products that are provided for use in the Program. The Head Coach, Associate Head Coach, student-athletes and other personnel of the Program will be required to use the Products in practice, games, and at public appearances in accordance with the terms of any such agreements.

(13) Associate Head Coach recognizes that **his/her** statements about the University and its administrators are often publicized, and **he/she** agrees to use **his/her** best efforts to keep positive and constructive in tone any public comments **he/she** makes about University policies or actions taken by senior administrators.

(14) Associate Head Coach will be a Campus Security Authority (“CSA”) as defined by the Clery Act. As a CSA, Associate Head Coach will comply with University policies on the reporting of crime statistics and related information to the official designated by the University for the purposes of Clery Act reporting.

(15) In compliance with Title IX of the Education Amendments of 1972 and Texas Education Code Sec. 51.252, Associate Head Coach will be a Responsible Employee as defined by University policies on Sexual Harassment and Sexual Misconduct. As a Responsible Employee, Associate Head Coach will report incidents of sexual misconduct (including sexual harassment, sexual assault, dating violence and stalking) to the University’s Title IX Coordinator or Deputy Title IX Coordinator as required by University policy.

(16) Associate Head Coach shall also perform such other duties and responsibilities that are consistent with **his/her** position as may be assigned from time-to-time by the by the Head Coach.

 **C. NCAA and Other Governing Athletics Rules and University Rules.**

(1) Associate Head Coach agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletics Rules and University Rules. In the performance of all **his/her** duties and obligations under this Agreement, Associate Head Coach will abide by and comply with all Governing Athletics Rules and University Rules and all decisions issued by the University, as well as strive to comply with the spirit and intent of such rules.

(2) If, at any time during the Term of this Agreement, Associate Head Coach knows, or has reasonable cause to believe that **he/she** or any other person has violated, or allowed or caused to be violated, any Governing Athletics Rules or University Rules, or if Associate Head Coach receives notice or information that the NCAA or the \_\_\_\_\_\_\_\_\_\_ Conference intends to investigate or to review any alleged violations of Governing Athletics Rules or University Rules, **he/she** must immediately report such information, knowledge, or belief to the Athletics Compliance staff. Such information, knowledge, or belief should also be immediately reported to the Head Coach and Athletics Director unless there are allegations that the Head Coach or Athletics Director were complicit in the alleged violation.

(3) Pursuant to NCAA Bylaws 11.2.1 & 19.2.3, Associate Head Coach has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case.  Specifically, full cooperation includes, but is not limited to:

1. affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
2. timely participation in interviews and providing complete and truthful responses;
3. making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
4. disclosing and providing access to all electronic devices used in any way for business purposes;
5. providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
6. preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

(4) If Associate Head Coach is found to be in violation of Governing Athletics Rules, whether while employed by the University or during prior employment at another NCAA member institution, Associate Head Coach shall be subject to disciplinary or corrective action as set forth in this Agreement, as well as in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment.

 **D. Reassignment of Duties.** Throughout the Term of this Agreement, Associate Head 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 Athletics Director,the Associate Head Coach may be removed from the duties and responsibilities as Associate Head Coach of **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ and reassigned to other duties and responsibilities within the Athletics Department. In the event of such reassignment, beginning on the date of such reassignment, Associate Head 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 6.A.(1) of this Agreement. The University’s obligations under Section 6.B shall terminate upon reassignment at the University’s sole discretion. Upon cessation of **his/her** associate head coaching duties and responsibilities, Associate Head Coach shall voluntarily relinquish all appointments on NCAA or athletics conference committees, subcommittees and/or councils of any nature if so requested by the University. If the University exercises its right to reassign Associate Head Coach and the Associate Head Coach refuses to accept such reassignment, the University may terminate this Agreement pursuant to Section 7.A.

**5. OTHER EMPLOYMENT**

During the Term of this Agreement, Associate Head 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 Athletics Director and the President of the University (“President”) or President’s delegate, in accordance with University Rules on outside employment and commitment. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received, and approval shall be required annually. Associate Head Coach shall also make a written annual report through the Athletics Director to the President specifying the amount of all income and benefits from approved sources outside the University in accordance with all University Rules and Governing Athletic Rules. Except when Associate Head Coach is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletics 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 Associate Head Coach may not be identified as the Associate Head Coach of **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_at the University (1) for purposes related to any employment, consulting or athletically related activities of Associate Head Coach, other than for the University, or (2) in connection with Associate Head Coach’s endorsement, support, promotion or advertisement of any person, partnership, corporation, association, product or service.

**[Optional – delete if not applicable]** The Parties agree that, should another coaching opportunity be presented to Associate Head Coach during the Term of this Agreement, Associate Head Coach must notify the Head Coach of such opportunity or interest and permission must be given to Associate Head Coach by the Head Coach before any discussions can be held by Associate Head Coach or **his/her** representative with the anticipated coaching position principals. Such permission shall not be unreasonably withheld.

**6. 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 Associate Head 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) Associate Head 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. Associate Head 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 Associate Head Coach serves as the University’s Associate 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 6.B. Each of these benefits is subject to the University Rules and Governing Athletics Rules. In the event any of these benefits does not comply with the University Rules and Governing Athletics Rules, the non-compliant benefit(s) shall be null and void.

**(1) [Optional – delete if not applicable]** **Summer Camps.** The University will sponsor summer \_\_\_\_\_\_\_\_\_\_ **[insert sport]** camps for youths. For the period that Associate Head Coach is the Associate 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 Head Coach, Associate Head Coach will be paid a percentage 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 will be paid in accordance with the decision of the Head Coach who will use reasonable business judgment to determine the fair and reasonable amount to be paid to Associate Head Coach. Payment to Associate Head Coach will be made within 30 days after submission of complete summer camp financial records to the Athletics Director or **his/her** designee, which records must be satisfactory to the Athletics 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 Associate Head Coach. Associate Head Coach shall not be entitled to conduct or direct summer camps that are not sponsored by the University.

(2) **[Optional – delete if not applicable]** Automobile. For the period that Associate Head Coach is Associate Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, the University will either (1) obtain a courtesy automobile from a local dealership for Associate Head Coach’s use or (2) pay Associate Head Coach a $\_\_\_\_\_\_\_\_ monthly car allowance. Associate Head Coach will comply with all University Rules and Governing Athletics Rules relating to the use of the car or the car allowance. At a minimum, if a courtesy car is provided to the Associate Head Coach, **he/she** will report the business and personal use of the automobile monthly to the Office of the Vice President for Business Affairs in a format determined by that office. The personal use of such automobile will be valued according to the guidelines of the Internal Revenue Service and reported as income to Associate Head Coach.

(3) **[Optional – delete if not applicable]** Country Club Membership. For the period that Associate Head Coach is Associate Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, **he/she** will receive one full membership in the \_\_\_\_\_\_\_\_\_\_ Country Club.

(4) **[Optional – delete if not applicable]** Spousal Travel. It is understood by the parties that while **he/she** is serving as Associate Head Coach of **[Men’s/Women’s] (list sport),** **his/her** spouse may be called upon from time to time to travel and/or attend various functions on behalf of the University. When engaged in such activities, spouse travel cost accommodations are subject to any limitations or conditions placed by Athletics Department and University Rules or Regulations.

**[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 Associate Head 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 Athletics Rules and University Rules, and there are no pending or active NCAA or \_\_\_\_\_\_\_\_\_\_ Conference investigations or major violations of which Associate Head Coach knew or should have known. Associate Head Coach must also complete the \_\_\_\_\_\_\_\_\_ **[insert sport]** season as Associate Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach to receive any performance incentives for that season. Payment will be made to Associate Head 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 Associate Head 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 Associate Head Coach in writing.

**7. SUSPENSION AND TERMINATION**

**A. Suspension or Termination by the University for Cause.** The University shall have the right and option to either suspend Associate Head Coach for a period of time with or without pay or to terminate Associate Head Coach’s employment and this Agreement for cause prior to the termination date stated in Section 3 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 Associate Head Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Associate Head Coach as a result of the University’s termination of 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 Associate Head Coach to perform any of the obligations, duties or responsibilities outlined in Section 4 or any refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of Associate Head Coach’s abilities;

(2) A serious or major violation or a pattern of violations of any Governing Athletics Rules or University Rules, whether intentional or negligent, by Associate Head Coach, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under Associate Head Coach’s supervision and direction, including student-athletes in the Program, which violation was known (or reasonably should have been known) by Associate Head Coach in the course of **his/her** normal duties, and which may, in the sole judgment and discretion of the Athletics Director, reflect adversely upon the University, its Athletics Department 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;

(3) Failure by Associate Head Coach to report immediately to the Athletics Compliance staff, Head Coach, and Athletics Director, as appropriate, any alleged violations of the Governing Athletics Rules or University Rules by Associate Head Coach, other coaches, staff, student-athletes or other persons, that become known to Associate Head Coach;

(4) Failing or refusing to fully cooperate in an inquiry or investigation conducted by the University, The University of Texas System, the NCAA, the \_\_\_\_\_\_\_\_\_\_ Conference, or a law enforcement agency. This includes, but is not limited to, failing to provide information or documents in a timely manner in response to any reasonable requests by the University, The University of Texas System, the NCAA, the \_\_\_\_\_\_\_\_\_\_ Conference, or directing or otherwise instructing any coach, staff member, student-athlete or other person not to cooperate or comply with such an inquiry or investigation;

(5) Failure by Associate Head Coach to immediately report to the University’s Title IX Coordinator or Deputy Title IX Coordinator, any information Associate Head Coach knows relating to alleged or suspected sexual misconduct (including sexual harassment, sexual assault, dating violence or stalking);

(6) Any fraud or dishonesty by Associate Head Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by The University of Texas System, the University, the NCAA or the Conference pertaining to the Program, recruits or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the Program;

(7) Any conduct, including acts or omissions, that misleads the University or the Athletics Director about any matters related to the Program, including matters related to the Head Coach, Associate Head Coach, any assistant coaches or other staff members or any student-athletes;

(8) Any prolonged absence from the performance of Associate Head Coach’s obligations, duties and responsibilities under this Agreement without prior consent of the Athletics Director;

(9) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest;

(10) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by the University Rules or Governing Athletics Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids or other chemicals by any student-athlete in a manner which is prohibited by the University Rules or Governing Athletics Rules, or failure or refusal to fully participate and cooperate in the University’s implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical testing program(s);

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

(12) Any conduct (a) that the University administration reasonably determines is unbecoming to an Associate 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 Associate Head Coach involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or

(13) Any cause adequate to sustain the termination of any regular staff employee of the University.

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

**[Insert one of the options for Section 7.B.]**

**B. Termination by the University without Cause.** The University shall have the right to terminate Associate Head Coach’s employment and this Agreement without any reason and without cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Associate Head Coach pursuant to this Agreement shall cease as of the date of any such termination, and (2) Associate Head Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al).

**OR**

**B. Termination by the University without Cause.** The University shall have the right to terminate Associate Head Coach’s employment and this Agreement without any reason and without cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Associate Head Coach pursuant to this Agreement shall cease as of the date of any such termination, (2) Associate Head Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al), (3) the University will pay to Associate Head Coach, in lieu of any and all other legal remedies or equitable relief available to Associate Head Coach, liquidated damages equal to \_\_\_ **[insert number]** year**(s)** Base Salary that Associate Head Coach is receiving at the date of such termination for the duration of the Payout Period, which begins on the date of such termination and ends on \_\_\_\_\_\_\_\_\_\_ **[date Payout Period ends]**. Such liquidated damages shall be paid on a monthly basis through the Payout Period.

Associate Head Coach acknowledges **his/her** obligation to minimize the payments due to **him/her** under Section 7.B and agrees to make every reasonable effort to obtain other employment as long as the University has the obligation to make payments under Section 7.B. If Associate Head Coach obtains new employment the Payout Period, the University’s financial obligations under Section 7.B shall be reduced by the total compensation received by Associate Head Coach in **his/her** new position, including employee benefits, whether in cash, deferred payments, or in kind. If Associate Head Coach’s salary in **his/her** new position exceeds that which Associate Head Coach would have been paid at the University, the University’s financial obligations would immediately cease. Associate Head Coach shall immediately, upon acceptance of other employment, notify the Athletics Director in writing of such employment and the total compensation to be paid to Associate Head Coach for the employment. In addition, Associate Head Coach agrees to provide the University with a copy of **his/her** W-2 form for each calendar year as long as the University has the obligation to make payments under Section 7.B. For the avoidance of all doubt, the Parties understand and agree that the duty to make the liquidated damages payment shall not be treated as a subsidy for any future employer to pay Associate Head Coach less than market value for **his/her** services.

If the University ends this Agreement without cause prior to the termination date stated in Section 3 above, in accordance with the provisions of Section 7.B hereof, the University in no case shall be liable for Associate Head Coach’s loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearance, personal appearance, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships, or from any other sources that may result from the University’s termination of this Agreement without cause.

**[If you included the first (shorter) Section 7.B, you should include the shorter Section 7.C below; If you included the second (longer) Section 7.B, you must include the second (longer) Section 7.C below.]**

**C. Termination of Employment by Head Coach. I**f Associate Head Coach terminates **his/her** employment under this Agreement prior to its expiration, **his/her** compensation and benefits, to the extent not already vested, shall cease upon the termination date.

**OR**

**C. Termination of Employment by Associate Head Coach.** The Parties agree that Associate Head Coach has special, exceptional and unique knowledge, skill and ability as an Associate Head \_\_\_\_\_\_\_\_\_\_ **[insert sport]** coach, which, in addition to the continuing acquisition of coaching experience at the University, as well as the University’s special need for continuity in its \_\_\_\_\_\_\_\_\_\_ **[insert sport]** program, render Associate Head Coach’s services unique. Associate Head Coach further recognizes and agrees that **his/her** promise to work for the University for the entire term of this Agreement is an essential consideration in the University’s decision to employ **him/her** as Associate Head Coach of the Program. Associate Head Coach also recognizes and agrees that the University is making a highly valuable investment in **his/her** continued employment by entering into this Agreement and if **he/she** were to resign or otherwise terminate **his/her** employment as Associate Head Coach with the University prior to the expiration of this Agreement and become an Assistant Coach or Associate Head Coach at another intercollegiate \_\_\_\_\_\_\_\_\_\_ **[insert sport]** program, the University will suffer damages the amount, nature and extent of which is difficult to determine and which may include, but not be limited to, additional expenses to search for and employ another Associate Head Coach, salary or other compensation to hire another Associate Head Coach, tangible and intangible detriment to the University’s intercollegiate \_\_\_\_\_\_\_\_\_ **[insert sport]** program and the support of its fans and donors. Accordingly, Associate Head Coach agrees that in the event **he/she** resigns or otherwise terminates **his/her** employment under this Agreement prior to the expiration of the initial term of this Agreement and accepts a position as an Assistant Coach or an Associate Head Coach at another intercollegiate \_\_\_\_\_\_\_\_\_ **[insert sport]** program, **he/she** shall pay to the University as liquidated damages, and not as a penalty, the following amounts:

**[The number of years bracketed below depends on the length of the contract.]**

(a) If Associate Head Coach leaves during the first **[**three**]** years of this Agreement, **he/she** will pay the University $\_\_\_\_\_\_\_\_\_\_;

(b) If Associate Head Coach leaves during the **[**fourth**]** year of this Agreement, **he/she** will pay the University $\_\_\_\_\_\_\_\_\_\_ **[should be less than previous amount]**;

(c) If Associate Head Coach leaves during the **[**fifth**]** year of this Agreement, **he/she** will pay the University $\_\_\_\_\_\_\_\_\_\_ **[should be less than previous amount]**.

The Parties agree that the amount of damages to be paid to the University hereunder is fair and reasonable. Payment of said liquidated damages will be in a single lump sum amount with payment to be made within 30 days of Associate Head Coach ceasing to be the Associate Head Coach. If Associate Head Coach terminates **his/her** employment under this Agreement prior to its expiration in accordance with Section 7.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 Associate Head 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 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 Associate Head Coach of information or documents required by law. Associate Head Coach acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, Associate Head Coach shall have no right to occupy the position of Associate 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 Associate Head Coach dies or becomes permanently disabled to the extent that, in the judgment of the Athletics Director, Associate Head Coach cannot satisfactorily perform the duties of Associate 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 Associate Head Coach pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Associate Head Coach or Associate Head Coach’s estate in accordance with this Agreement for services performed prior to the termination date and Associate Head Coach or Associate Head 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 Associate Head Coach is or was enrolled.

**F. Covenant Not to Recruit Previously Identified Players. Associate Head Coach agrees that he/she will not, for a period of one year after resignation and acceptance of employment with another collegiate** \_\_\_\_\_\_\_\_\_\_ **[insert sport]** program, personally contact or otherwise seek to recruit any high school senior or transfer prospective student-athlete (a prospective student-athlete who is eligible for admission to the University or who has started classes for his/her senior year in high school) previously contacted or recruited by the University unless otherwise approved by the Athletics Director.

**8. 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 Associate Head 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 Associate Head 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. Confidential Information; University Records.** Associate Head Coach acknowledges that while employed by University he will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Associate Head Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Associate Head Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Associate Head Coach’s duties to the University in a manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University’s legitimate business interests; (iv) to comply with applicable laws or policies; (v) to the extent such Confidential Information shall have become public other than by Associate Head Coach’s unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Associate Head Coach use or disclose (unless required by judicial or government order) Confidential Information if such use or disclosure will expose the University to competitive disadvantage, legal liability, or will otherwise harm the University. For purposes of this Agreement, “Confidential Information” means any information not generally available to the public or not in the public domain at the time of separation regarding the University, including, but not limited to, all personnel and student records; recruiting records and activities; Program activities, such as nutrition and strength activities; Program film; Program budgets, projections, or other financial information; vendor contracts; information regarding actual or potential NCAA, Conference, legal or regulatory proceedings, and any other information that should by its nature or context be recognized as University property or confidential information.

**G. Return of Property.**  Within 10 days of the expiration of this Agreement or its earlier termination with or without cause by either party, Associate Head Coach shall immediately deliver or return to the University all property furnished by the University to Associate Head Coach in the course of Associate Head Coach’s employment by the University, including, without limitation, computer equipment, car, keys, and documents, records, lists, data, drawings, prints, and notes related to University business.

**H. 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.

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

**J. Review.** This Agreement is subject to review and approval by the President or President’s delegate, and Executive Vice Chancellor for Academic Affairs, **[**and the Board of Regents of The University of Texas System**]**. **[If total annual compensation is less than $1,000,000 delete the bracketed portion of this sentence.]**

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:** | **ASSOCIATE HEAD COACH:** |
| **THE UNIVERSITY OF TEXAS \_\_\_\_\_\_\_\_\_\_\_**By:  **[**Name of Executing Officer**]** President **[**Vice President for Business Affairs**]**Date: By:  **[**Name of Athletics Director**]** Athletics DirectorDate:  |  **[**Full Name of Associate Head Coach**]**Date:  |
|  |  |
| **APPROVED:***Total Compensation of $250,000 or Greater, But Less Than $1,000,000:* Alan MarksAssociate Vice Chancellor of Academic  Affairs and Athletics CounselThe University of Texas System*Total Compensation of $1,000,000 or Greater:* Archie HolmesExecutive Vice Chancellor for Academic AffairsThe University of Texas System | Date: Date:  |