## ASSISTANT 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]** (“Assistant Coach”) (collectively, the “Parties”). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Assistant 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 Assistant Coach for the period provided and Assistant Coach desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Assistant Coach’s decision to enter into this Agreement and the University’s desire to 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. Assistant Coach recognizes the importance of the maintenance and observance of the principles of institutional control over the Program. Assistant 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 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. Assistant Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Assistant Coach a claim to tenure in employment, nor shall Assistant Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

**4. assistant COACH’s DUTIES AND RESPONSIBILITIES**

**A. Recognition of Duties.** Assistant Coach will serve as an assistant coach for the intercollegiate **[men’s/women’s]** **[delete if sport is football]** \_\_\_\_\_\_\_\_ Program (the “Program”) at the University. Subject to the other provisions of this Agreement, Assistant Coach shall devote **his/her** full time, skill, and attention to the performance of **his/her** duties as Assistant Coach. **He/She** will report directly to and act and perform to the reasonable satisfaction of the Head **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach (“Head Coach”), who will determine Assistant Coach’s duties and responsibilities. Assistant 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 Assistant 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) Assistant Coach will be responsible for customary assistant coaching decisions including, without limitation, assisting the Head Coach upon **his/her** request with the systems and strategies used on the **[field/court]** (both in practice and actual game play), planning practice schedules and training schedules, selection of team members, position assignment of players, scouting the opponent, breaking down video, and all other matters relating to the preparation, practice for, and playing of games. **[Replace the term “games” with the term “matches” when appropriate.]**

(2) Assistant Coach will comply with the academic policies established by the University and the NCAA. Assistant Coach shall assist the Head Coach in maintaining 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, Assistant 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) Assistant Coach will assist the Head Coach upon **his/her** request with 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) Assistant 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. Assistant 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) Assistant 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.

(7) Assistant 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.

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

(9) 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, Assistant Coach will participate in promotional activities and endorse those Products that are provided for use in the Program. Assistant Coach will be required to use the Products in practice, games, and at public appearances in accordance with the terms of any such agreements.

(10) Assistant Coach will be a Campus Security Authority (“CSA”) as defined by the Clery Act. As a CSA, Assistant 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.

(11) In compliance with Title IX of the Education Amendments of 1972 and Texas Education Code Sec. 51.252, Assistant Coach will be a Responsible Employee as defined by University policies on Sexual Harassment and Sexual Misconduct. As a Responsible Employee, Assistant 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.

(12) Assistant Coach shall also perform such other duties and responsibilities as may be assigned from time-to-time by the Head Coach.

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

(1) Assistant 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, Assistant 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, Assistant 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 Assistant 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, Assistant 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 Assistant 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, Assistant 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, Assistant 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 Assistant Coach may be removed from the duties and responsibilities as Assistant 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, Assistant 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** assistant coaching duties and responsibilities, Assistant 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 Assistant Coach and the Assistant 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, Assistant 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. Assistant 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 Assistant 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 Assistant Coach may not be identified as an Assistant **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach at the University (1) for purposes related to any employment, consulting, or athletically related activities of Assistant Coach, other than for the University, or (2) in connection with Assistant 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 Assistant Coach during the Term of this Agreement, Assistant Coach must notify the Head Coach of such opportunity or interest and permission must be given to Assistant Coach by the Head Coach before any discussions can be held by Assistant 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 Assistant 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) Assistant 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. Assistant 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.

**[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.** As a bonus, to supplement Assistant 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 Assistant Coach knew or should have known. Assistant Coach must also complete the \_\_\_\_\_\_\_\_\_ **[insert sport]** season as an Assistant **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach to receive any performance incentives for that season. Payment will be made to Assistant 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.**]**

**C. [Optional – delete if not applicable]** **Summer** **Camps.** The University will sponsor summer \_\_\_\_\_\_\_\_\_\_ **[insert sport]** camps for youths. For the period that Assistant Coach is the Assistant **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, **he/she** will be required to perform such services in connection with such camps as may be assigned by the Head Coach. Assistant Coach will be paid a percentage of the net proceeds for each camp that Assistant Coach is required to perform services. Net proceeds are defined as revenues less expenses as determined by the University in accordance with generally accepted accounting principles. Head Coach will use reasonable business judgment to determine the fair and reasonable amount to be paid to Assistant Coach. Payment to Assistant 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. This payment is in addition to Assistant Coach’s regular monthly salary. However, in the event a summer camp fails to yield net proceeds, the University maintains no obligation for payment to Assistant Coach. Assistant Coach shall not be entitled to conduct or direct summer camps that are not sponsored by the University.

**D. [Optional – delete if not applicable] Automobile.** For the period that Assistant Coach is the Assistant **[Men’s/Women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ Coach, the University will either (1) obtain a courtesy automobile from a local dealership for Assistant Coach’s use or (2) pay Assistant Coach a $\_\_\_\_\_\_\_\_ monthly car allowance. Assistant 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 Assistant 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 Assistant Coach.

**E. Deductions from Compensation.** Payments to Assistant 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 Assistant 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 Assistant Coach for a period of time with or without pay or to terminate Assistant 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 Assistant Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Assistant 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 Assistant 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 Assistant Coach’s abilities;

(2) A serious or major violation or a pattern of violations, whether intentional or negligent, by Assistant Coach of any Governing Athletics Rules or University Rules, which violation may, in the sole judgment and discretion of the Athletics 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;

(3) Failure by Assistant 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 Assistant Coach or other coaches, staff, student-athletes, or other persons, that become known to Assistant 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 Assistant Coach to immediately report to the University’s Title IX Coordinator or Deputy Title IX Coordinator, any information 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 Assistant 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, the Head Coach, or the Athletics Director about any matters related to the Program;

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

(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 assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant Coach pursuant to this Agreement shall cease as of the date of any such termination, and (2) Assistant 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 Assistant 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 Assistant Coach pursuant to this Agreement shall cease as of the date of any such termination, (2) Assistant 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 Assistant Coach, in lieu of any and all other legal remedies or equitable relief available to Assistant Coach, liquidated damages equal to \_\_\_ **[insert number]** year**(s)** Base Salary that Assistant 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.

Assistant 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 Assistant Coach obtains new employment by the Payout Period, the University’s financial obligations under Section 7.B shall be reduced by the total compensation received by Assistant Coach in **his/her** new position, including employee benefits, whether in cash, deferred payments, or in kind. If Assistant Coach’s salary in **his/her** new position exceeds that which Assistant Coach would have been paid at the University, the University’s financial obligations would immediately cease. Assistant 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 Assistant Coach for the employment. In addition, Assistant 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 Assistant 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 Assistant 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 appearances, personal appearances, 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 should include the second (longer) Section 7.C below.]**

**C. Termination of Employment by Assistant Coach. I**f Assistant 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 Assistant Coach.** The Parties agree that Assistant Coach has special, exceptional and unique knowledge, skill, and ability as a \_\_\_\_\_\_\_\_\_\_ **[insert sport]** Assistant 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 Assistant Coach’s services unique. Assistant 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 an Assistant Coach of the Program. Assistant 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 Assistant Coach with the University prior to the expiration of this Agreement to accept another assistant coaching position at an 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 Assistant Coach, salary or other compensation to hire another Assistant Coach, tangible and intangible detriment to the University’s intercollegiate \_\_\_\_\_\_\_\_\_ **[insert sport]** program and the support of its fans and donors. Accordingly, Assistant 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 another assistant coaching position at an 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 Assistant Coach leaves during the first **[**three**]** years of this Agreement, **he/she** will pay the University $\_\_\_\_\_\_\_\_\_\_;

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

(c) If Assistant 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 Assistant Coach ceasing to be the assistant coach. If Assistant 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 Assistant 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 Assistant Coach of information or documents required by law. Assistant Coach acknowledges that, in the event of termination of this Agreement for cause, without cause or otherwise, Assistant Coach shall have no right to occupy the position of Assistant **[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 Assistant Coach dies or becomes permanently disabled to the extent that, in the judgment of the Athletics Director, Assistant Coach cannot satisfactorily perform the duties of Assistant **[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 Assistant Coach pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Assistant Coach or Assistant Coach’s estate in accordance with this Agreement for services performed prior to the termination date and Assistant Coach or Assistant 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 Assistant Coach is or was enrolled.

**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 Assistant 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 Assistant 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 Property.** Assistant 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. Assistant 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, Assistant Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Assistant 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 Assistant Coach’s unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Assistant 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, Assistant Coach shall immediately deliver or return to the University all property furnished by the University to Assistant Coach in the course of Assistant 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 $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.

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| --- | --- | --- | --- |
| **UNIVERSITY:** | | **ASSISTANT COACH:** | |
| **THE UNIVERSITY OF TEXAS \_\_\_\_\_\_\_\_\_\_\_**  By:  **[**Name of Executing Officer**]**  President **[**Vice President for Business Affairs**]**  Date:  By:  **[**Name of Athletics Director**]**  Athletics Director  Date: | | **[**Full Name of Assistant Coach**]**  Date: | |
|  | |  | |
| **APPROVED:**  *Total Compensation of $250,000 or Greater, But Less Than $1,000,000:*    Alan Marks  Associate Vice Chancellor of Academic  Affairs and Athletics Counsel  The University of Texas System  *Total Compensation of $1,000,000 or Greater:*    Archie Holmes  Executive Vice Chancellor for  Academic Affairs  The University of Texas System | | Date:  Date: | |