## ASSISTANT COACH EMPLOYMENT AGREEMENT

## (Salary $100,000 and Under)

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is between The University of Texas \_\_\_\_\_\_\_\_\_\_\_ (the “University”) and \_\_\_\_\_\_\_\_\_\_ **[insert full name of person]** (“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. DEFINITIONS**

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

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

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

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

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

**2. TERM OF EMPLOYMENT**

The term of this Agreement shall begin on \_\_\_\_\_\_\_\_\_\_, and shall terminate on \_\_\_\_\_\_\_\_\_\_ (the “Term”), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. 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.

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

**A. Duties and Responsibilities.** 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.

In **his/her** position as Assistant Coach, **he/she** is responsible for the duties normally associated with a Division \_\_\_ **[men’s/women’s**] **[delete if sport is football]** \_\_\_\_\_\_\_\_\_\_ program. The specific responsibilities of the position include, but are not limited to, the following:

1. 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) Comply with the academic policies established by the University and the NCAA, and 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 and federal graduation rates.

1. 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.
2. Perform such services in connection with summer camps as may be assigned by the Head Coach.
3. Perform such other duties and responsibilities as may be assigned from time-to-time by the Head Coach.

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

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

(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 student-athlete or other coach of any university athletic program, any student, faculty member, or agent or employee of the University, or any outside individual has violated, or allowed or caused to be violated, any Governing Athletic Rules or University Rules, or if Assistant Coach receives notice or information that the NCAA or the \_\_\_\_\_\_\_\_\_\_ Conference intends to investigate or to review any alleged violations of Governing Athletic Rules or University Rules, or if Assistant Coach receives notice or information that any law is alleged to have been violated by any student-athlete or coach of any University athletic program, including **him/her**self, **he/she** must immediately report such information, knowledge or belief to the Compliance Coordinator. Such information, knowledge, or belief should also be immediately reported to the Head Coach and Athletic Director unless there are allegations that the Head Coach or Athletic Director was complicit in the alleged violation.

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

**4. 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 President of the University. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Assistant Coach shall make a written annual report through the Athletic Director to the President of the University specifying the amount of all income and benefits from approved sources outside the University. Except when 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.

**5. COMPENSATION AND BENEFITS**

**A. Base Salary.**

(1) Effective \_\_\_\_\_\_\_\_\_\_, **[insert begin date from Section 3]**, the annual **[“annual”, should be used only if the length of the contract is greater than one year]** Base Salary for duties performed by 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 Athletic 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 \_\_% 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. Payment to Assistant Coach will be made within 30 days after submission of complete summer camp financial records to the Athletic Director or **his/her** designee, which records must be satisfactory to the Athletic Director, and such financial records must be reconciled. In no event shall the payment be later than the end of the calendar year in which the camp ends. 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. 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.

**6. SUSPENSION AND TERMINATION**

1. **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 2 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In no case shall the University be liable to 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 3 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; or

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

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

(4) Any conduct, including acts or omissions, that misleads the University Head Coach or the Athletic Director about any matters related to the Program; or

(5) Engaging in a relationship with any student-athlete, whether it is consensual or not; or

(6) 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.

**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.**

**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 2 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).

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

**D. Waiver of Claims.** The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither 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 exception income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or 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 Athletic 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.

**7. MISCELLANEOUS**

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

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

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

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

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

**I. Review.** This Agreement is subject to review and approval by the President or President’s delegate.

 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 Athletic Director**]** Athletic DirectorDate:  |  **[**Full Name of Assistant Coach**]**Date:  |