

# SUPERCEDED BY HR 2013-06



Office of the Chancellor  
401 Golden Shore, 4<sup>th</sup> Floor  
Long Beach, CA 90802-4210  
562-951-4411  
email: hradmin@calstate.edu

Date: April 30, 2009

Code: HR 2009-07

To: CSU Presidents

**Supersedes:** HR 2008-26

**Reference:** HR 2008-26

*Corrected*

From: Gail E. Brooks  
Vice Chancellor  
Human Resources

Subject: Athletic Coach Employment – Appointment Letter Template

## Overview

**Audience:** CSU Presidents, HR Officers, AVPs/Deans of Faculty Affairs and Athletic Directors

**Action Items:** Use the attached MPP Athletic Coach Appointment Letter for appointments beginning May 1, 2009

**Affected Employee Groups/Units:** CSU Management Personnel Plan (MPP) Coaches

## Summary

This letter implements an Athletic Coach Appointment Letter Template to standardize terms and conditions for employing MPP Athletic Coaches.

In order to comply with the recommendation in Audit Report 07-40: Athletics Administration, Systemwide that the Chancellor's Office provide consistent language for appointment documents for campuses, an Athletic Coach Appointment Letter has been developed (Attachment A). This is effective May 1, 2009.

General question regarding this memorandum may be directed to Human Resources Administration at (562) 951-4411. This document is also available on the Human Resources Administration Web site at: <http://www.calstate.edu/HRAdm/memos.shtml>.

Attachment

GEB/ep

---

## Distribution:

CSU Chancellor  
Executive Vice Chancellor  
Vice Chancellors  
Vice Presidents (all campus vice presidents)  
General Counsel

Associate Vice Presidents/Deans of Faculty Affairs  
Human Resources Officers  
Athletic Directors  
Conflict of Interest Filing Officers

## **ATHLETIC COACH APPOINTMENT LETTER**

On behalf of President (insert name), I am pleased to offer (insert candidate name) an appointment to the position of (insert title) at (insert name of campus) a position within the California State University Management Personnel Plan (Section 42720 et seq. of Title 5 of the California Code of Regulations). This appointment is subject to the provisions of the Management Personnel Plan (MPP), as well as the rules, regulations, policies and procedures of the California State University (CSU) system and (insert campus name). This appointment includes the following provisions:

### **ARTICLE I – NATURE OF APPOINTMENT**

1. Effective (insert effective date), Employee will serve as an (insert title), in the CSU MPP at a base salary of \$XX per month or \$12XX on an annual basis.
2. As an (insert title), the terms of this appointment and service are governed by this Appointment Letter and the MPP policy which is found in Section 42720 et seq. of Title 5 of the California Code of Regulations. Any commitment to Employee regarding this service or appointment not expressly contained in this Appointment Letter or the Offer Letter or in the MPP is void. A copy of the MPP policy accompanies this Appointment Letter.
3. In accordance with Section 42723 of the MPP, no tenure or permanent status is granted with this appointment, and no tenure or permanent status can be achieved within the MPP. Employee serves at the pleasure of the campus President.
4. Future changes in salary and benefits will be in accordance with Section 42721 of the MPP and any salary increases will be based upon the employee's performance and the needs of (insert campus name). Employee will be entitled to participate in those fringe benefits available to persons covered by the MPP.
5. This appointment does not establish consideration for subsequent employment or any further rights. Subsequent employment will occur only if a new written appointment offer is made by (insert campus name) and a new written Appointment Letter is signed by Employee and (insert campus name).

### **ARTICLE II – PURPOSE**

Coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the University community and among University employees, including evaluation and scrutiny of program performance by the public and the media and control by external rules and regulations, including without limitation the rules and regulations of the National Collegiate Athletic Association (NCAA) and the athletic conference of which the University is a member. Employee desires to obtain the opportunities of employment with the University, which are set forth in this Appointment Letter. For these reasons, the University appoints Employee and Employee accepts this appointment by the University upon the terms and conditions set forth in this Appointment Letter.

### **ARTICLE III - PUBLIC DOCUMENT**

The parties agree that this Appointment Letter is a public document and that the University may release copies of the Appointment Letter to persons requesting the same.

## ARTICLE IV - TERM OF EMPLOYMENT

**4.01 Term of Appointment.** The term of this appointment commences on (insert date) and ends on (insert date), unless sooner terminated in accordance with Article 3.02 or Article 6 below.

**4.02 Non-Retention.** (insert campus name) reserves the right under the MPP to non-retain Employee from this position at any time without cause prior to the completion of the base term of appointment. If Employee is non-retained under this paragraph, Employee will be paid (insert payment amount percentage) of the total base salary remaining due to Employee through the end date of this appointment, unless Employee accepts comparable professional employment. If such employment is obtained, any earnings through other employment will offset the buy-out monies owed through non-retention under this paragraph. All monies owed as a result of non-retention will be paid by the (insert campus auxiliary name).

## ARTICLE V – POSITION

**5.01 Employment as Employee of University.** Employee is hereby employed by the University. Throughout the term of this appointment, Employee shall use his/her best energies and abilities for the exclusive benefit of the University. Employee shall serve as the (insert title).

**5.02 Reassignment.** It is understood and agreed by the parties, however, that the University retains the right under this Appointment Letter and the policies, rules and regulations of the University, to assign or reassign Employee to different duties in the same position or other positions with different duties during the term of this Appointment Letter.

### **5.03 Description of Employee's Responsibilities.**

**a. Recognition of Duties.** Employee agrees to comply with all rules, regulations, policies and decisions heretofore and hereafter established or issued by the University. Employee recognizes that his/her statements about the University are often publicized and agrees, to the extent objectively reasonable, to make only positive and constructive in tone any public comments he makes about the University, its policies or actions taken by senior administrators. Employee also agrees that, notwithstanding any provision of Section 5.03 to the contrary, during the term of this Appointment, he/she will not engage, directly or indirectly, in any business that would detract from his/her ability to apply his/her best efforts to the performance of his/her duties hereunder. Employee also agrees not to negotiate or enter into any agreement in conflict with agreements entered into by the University or the (insert campus auxiliary name).

**b. General Duties and Responsibilities of Employee.** During the period in which the University employs Employee as (insert title), Employee agrees to undertake and perform properly, efficiently, to the best of his/her ability and consistent with the standards of the University, all duties and responsibilities attendant to the position as set forth in subparagraph c. below and as outlined in the Position Description.

Employee further agrees to abide by and comply with the constitution, bylaws, rules and interpretations of the NCAA, all University rules and regulations relating to the conduct and administration of the (insert program name) including recruiting rules, as now constituted or as any of the same may be amended during the term hereof, as well as the applicable constitution, bylaws, rules and regulations of the athletic conference of which the sport is a member. Such legislation, to the extent applicable, is incorporated herein by reference and to the extent inconsistent herewith shall prevail over the terms of this Appointment Letter. Modifications, changes, additions or deletions to such legislation shall automatically apply to this Appointment Letter without the necessity of a written modification. If such modifications or changes in NCAA or athletic conference legislation shall impair or reduce the University provided economic benefits of Employee's employment, the University shall substitute other reasonably equivalent and appropriate benefits permissible under the legislation acceptable to Employee that will preserve for Employee the overall value and quality of this Appointment Letter. In the event Employee

becomes aware, or has reasonable cause to believe, that violations of such constitutions, by-laws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Athletic Department's (insert title here) for Compliance as well as to his/her immediate supervisor.

Employee agrees to adhere to, respect and follow the academic standards and requirements of the University with regard to the recruiting and eligibility of prospective and current student-athletes. All academic standards, requirements and policies of the University shall be observed by Employee and members of his/her staff, including assistant coaches, at all times and shall not be compromised or violated. It is the goal and desire of both the University and Employee that student-athletes in the (insert name of athletic program) will achieve at the highest possible academic level, with the expectation that the team's NCAA Academic Progress Rate will reach NCAA threshold minimums and the graduation rate for these student-athletes will be at least (insert percentage here – this is optional) above the graduation rate for the general undergraduate student population at the University, or the Employee will provide a written Graduation Rate Improvement Plan to be placed in the Employee's Open Personnel File. The academic progress of student-athletes is an area on which the Employee will receive significant evaluation in the annual performance review.

**c. Specific Duties and Responsibilities.** The duties and responsibilities assigned to Employee in connection with his/her position as (insert title) are as set forth below and as outlined in the Position Description provided with the Offer Letter. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Appointment Letter.

**d. General Description.** The position of (insert title) is a specialized professional position. Employee is responsible for evaluating, recruiting, training, developing academic and social skills, as well as coaching student-athletes to compete successfully against the highest level of NCAA intercollegiate competition in a quality (insert program name).

**e. General Responsibilities.** In his/her position as (insert title), Employee is held directly accountable for these general responsibilities relating to the (insert program name): overall management and administration of the (insert name) program, implementation of and compliance with the budget of the program, and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff. Employee shall also have responsibility for the scheduling of contests and opponents consistent with campus Policy, but the Director of Athletics or his/her designee retains the final approval with regard to the program's schedule of contests and opponents. Employee is responsible for compliance to the extent objectively reasonable with the following: (insert appropriate language for your campus)

- 1) Make every effort, working in cooperation with and support of athletics department's administrative and support officials to ensure that all student-athletes' academic and general welfare issues are addressed
- 2) Have complete knowledge of the NCAA and conference rules and regulations and maintain strict compliance as well as attend all department rules education meetings unless the Director of Athletics or his/her designee gives prior approval for Employee's absence from such meetings
- 3) Maintain reasonable discipline and be fair, empathetic and develop a positive relationship with the student-athletes, while motivating them to excellence in all aspects of life, including athletic and non-athletic endeavors
- 4) Recruit exceptional high school prospective student-athletes who have a reasonable opportunity to gain a degree from (insert campus name) and manage the team's roster in a manner that conforms to the department's stated policies regarding squad size, out-of-state residents and junior college and four-year institution transfers.

- 5) Be reasonably available to and cooperate with the media and appear before faculty, administrators, students, alumni, benefactors and civic groups as requested or assigned by the sport supervisor, Director of Athletics or his/her designee
- 6) Work to integrate intercollegiate athletics into the whole spectrum of academic life to complement the University and its mission in the community
- 7) Work within the confines of all rules, regulations, guidelines, policies and procedures of the athletics department and to ensure that those staff members within his/her charge does so as well
- 8) Ensure that public statements remain complimentary regarding the athletics program and the University
- 9) Maintain a professional, collegial, mature and rational demeanor and attitude at all time
- 10) Advance the efforts of the Department of Athletics and the University toward diversity and gender equity. Fully support and abide by the CSU and (insert campus name) commitment to gender equity in education, including athletics, and its full compliance with Title IX of the Education Amendments to the Civil Rights Act of 1964. Employee will fully support and abide by CSU and (insert campus name) commitment to maintain a working and learning environment where every student, employee and community member is treated with dignity and respect. Employee will support and comply with the (insert campus name) commitment to maintain a safe and healthy living and learning environment for everyone
- 11) All full-time coaches are expected to have their own university email, voice mail addresses and cell phone numbers at which they can be contacted directly or be available to directly receive electronic and voice messages
- 12) Accurately report all vacation and sick leave time and ensure that those in his/her charge do the same

**5.04 Employee May Be Disciplined for Violations of NCAA, Conference And University Rules And Regulations.** If, after a University and/or NCAA investigation, Employee is found to have violated NCAA, athletic conference or University rules or regulations during prior employment at another NCAA member institution or while employed by the University, Employee shall be subject to disciplinary or corrective action. Should there be an investigation into any alleged violation; the Employee shall cooperate fully.

#### **5.05 Reporting Relationship and Annual Evaluations.**

**a. Reporting Relationship.** Employee shall report to the Director of Athletics or his/her designee. Employee's job duties and responsibilities shall be reviewed, revised and assigned from time to time by Employee's reporting superior, whether it is the Director of Athletics or his/her designee. Employee is expected to work closely with a variety of Athletics Department and University staff on all matters affecting the University's athletics program or otherwise connected with the discharge of his/her duties as an employee of the University. Employee is expected to discuss or forward any employment or workplace issues with his/her reporting superior and, when appropriate, to the Director of Athletics.

**b. Annual Performance Evaluations.** Employee's performance of his/her job duties and responsibilities will be initially evaluated after six months of service and thereafter Employee's performance will be evaluated annually on the job duties as described in this [Appointment Letter](#); the campus Policy on Coaches (if applicable), the (insert title) position description which is attached.

Additionally, the Included are the following quantifiable evaluation points: (Insert only those that are applicable)

- 1) Annual NCAA Academic Progress Rate (APR);
- 2) Annual team grade point average (team GPA) ;
- 3) Federal Graduation Rate (trending);
- 4) NCAA Graduation Success Rate;
- 5) Quantity and nature of Student-Athlete Code of Conduct violations;
- 6) Quantity and nature of NCAA compliance secondary violations;
- 7) Quantity and nature of Student-Athlete Drug/Alcohol violations;
- 8) Compliance with roster management, as assigned;
- 9) Fiscal management, efficiency and integrity;
- 10) Team Win/loss percentage;
- 11) Regular-season conference finish;
- 12) Conference Tournament finish/NCAA Championship qualification;
- 13) Computed national ranking (RPI, Sagarin, etc.);
- 14) Computed strength of schedule (RPI, Sagarin, etc.);
- 15) Subjective national rankings and polls;
- 16) Compliance with scheduling assignment (Home/Away);
- 17) Quantity and nature of WAC reprimands regarding sportsmanship;
- 18) Quantity and nature of ICA letters of admonishment and reprimand regarding operations;
- 19) Student-athlete evaluation ratings and comments; and
- 20) Attendance of mandatory staff meetings (both excused and unexcused).

Additionally, other non-quantifiable points are: team-oriented; respect for student-athletes, peers, staff and management; general welfare of student-athletes; and recruiting efforts.

These evaluations will take into account prior evaluations and the expectations and goals set for Employee in such prior evaluations as well as adherence to the terms and conditions set forth in this agreement. Employee will also be evaluated according to terms in the campus Policy on Coaches, a policy Employee is required to carefully read. In addition, each year that Employee serves as (insert title), Employee will be responsible for evaluating assistant coaches.

## **ARTICLE VI - COMPENSATION**

**6.01 Terms and Conditions of Compensation.** Employee shall be entitled to the compensation as

described below. All payments to Employee are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which Employee is entitled or in which he participates, and are subject to all terms and conditions of this Appointment Letter of Appointment concerning termination and restrictions on the search for other employment.

## 6.02 Guaranteed Payments.

**a. Base Salary.** The guaranteed base salary paid by the University to Employee for his/her services and the satisfactory performance of the terms and conditions of this [Appointment Letter](#) shall be at the rate of [\\$XX per month or \\$12XX on an annual basis](#) for the first year, prorated for any partial year of the term of, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment. Salary increases during the term of this appointment shall be paid to Employee at the same time and under the same conditions in accordance with MPP.

**b. Supplemental Compensation in Form of Bonuses.** The [\(insert campus auxiliary\)](#) shall pay to the Employee an annual bonus, based upon the criteria set below so long as Employee is employed by [\(insert campus name\)](#) in the position of [\(insert title\)](#). All bonuses will undergo the process of determination at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed, but will be paid out by no later than [September 30<sup>th</sup>](#) of the following fiscal year. Employee will receive an annual bonus in the amounts set out below (non-incremental) provided that his/her team's annual NCAA Academic Progress Rate (APR) is at or above 925 (as applicable for the previous fiscal year) and the specific goals are met as outlined below. Any adjustments in NCAA policy will be reflected appropriately and will be implemented by mutual consent.

[\(EXAMPLES: Insert if applicable and make necessary changes\)](#)

### 1) Achievement of Annual NCAA APR

- a) Above 925 provides \$5,000
- b) Above 950 provides \$10,000
- c) Above 975 provides \$15,000

### 2) Annual Team GPA (Fall/Spring Semesters)

- a) 2.6 to 2.799 provides \$5,000
- b) 2.8 to 2.999 provides \$10,000
- c) 3.0 to 3.199 provides \$15,000
- d) 3.2 and above provides \$20,000

**3) Achievement of regular-season winning percentage** (rounded up to the next highest whole percentage point). Commencing with this Supplemental Letter of Appointment, the opponents in the winning percentages below shall include all conference games and non-conference games with NCAA opponents that have completed one or both of the previous two seasons with an RPI ranking at or above 175.

- a) Winning 60% provides \$5,000
- b) Winning 65% provides \$7,500

c) Winning 70% provides \$10,000

#### 4) Western Athletic Conference Championships

- a) Regular-season champion or co-champion provides \$10,000
- b) Tournament championship (see below per NCAA participation)
- c) Coach-of-the-Year award provides additional \$5,000

#### 5) Participation and advancement in NCAA Tournament

- a) Regional provides \$10,000
- b) Super Regional provides \$20,000
- c) College World Series provides \$30,000
- d) National Championship provides \$50,000

#### 6) Final National Ranking by the Frisbee America Poll and/or Frisbee Weekly ESPN Coaches' Poll

- a) Top 25 provides \$5,000
- b) Top 10 provides \$10,000.

(Insert if applicable and make necessary changes through section f)

**c. Use of Automobile.** The (insert campus auxiliary name) will provide Employee with the exclusive use of an automobile, including insurance, repairs and gas. The Employee is responsible for payment of gas for the Employee's personal use of the vehicle. Any personal use of the vehicle by the Employee is considered as imputed income for tax purposes.

**d. Country Club Membership.** Employee will have the option for the provision of country club privileges as provided through the California State University, (insert campus name) corporate membership program for the term of this [Appointment Letter](#). The Employee is responsible for payment for the Employee's personal expenses relating to the club's membership.

**e. Complimentary Tickets To Athletics Events.** (insert campus name) will provide access to the Employee with ten complimentary season tickets for all \_\_\_\_\_ and six \_\_\_\_\_ complimentary season tickets to \_\_\_\_\_. The value of any tickets utilized by the Employee is considered as imputed income for tax purposes. These tickets are intended for Employee's personal use and seat locations will be determined by the Athletics Ticket Office based upon availability.

**f. Benefits.** Employee shall be entitled to the standard benefits provided through employment with the University as outlined in the CSU Management Personnel Plan (MPP) Benefits Overview including insurance, sick leave, vacation, and retirement contributions based upon the amount paid pursuant to paragraph a., above. Accrual of vacation credit and sick time will be subject to this [Appointment Letter](#) and CSU Management Personnel Plan (MPP). Use of vacation credit and sick time will be subject to department policy. Upon termination of employee's employment with the University, unused vacation will be paid in a lump sum or will extend the term of the agreement until such time as any unused vacation is exhausted, at the discretion of the [Director of Athletics](#).

**6.03 Opportunities to Earn Outside Income.** Employee shall, at the discretion of the Director of

Athletics, be permitted to engage in activities and enter into agreements with other persons for additional compensation, benefits or perquisites that relate to but are separate and independent from Employee's employment as (insert title) at (insert campus name) subject to the following conditions set forth below. Such agreements must be approved in writing, before being entered into, by the Director of Athletics to ensure that they do not conflict with his/her employment obligations, violate any conflict of interest laws, rules or regulations that apply to his/her employment, are not prejudicial to the best interests of (insert campus name) and its Athletics Department, or interfere with the performance of his/her duties for (insert campus name). Employee is required to comply with the conflict of interest laws that govern the CSU.

In addition to the above conditions, the following terms and conditions shall apply to each case, in which Employee seeks to make, or makes, arrangements to earn outside income as a result of his/her employment as (insert title).

**a. University Obligations Are Primary.** Such outside activities shall not interfere with the full and complete performance by Employee of his/her duties and obligations as a University employee, recognizing always that Employee's primary obligations lie with the University and its students.

**b. Compliance with Laws, Rules & Regulations.** In no event shall Employee accept or receive, directly or indirectly, any monies, benefits, services or other gratuity whatsoever from any person, business entity, University booster club, alumni association or other benefactor, if such action would violate: (A) any applicable law, statute or regulation; (B) applicable policies, rules or regulations of the University; or (C) NCAA legislation or the constitution, bylaws, rules, regulations or interpretations thereof of the NCAA or the athletic conference of which the University is a member, as now or hereafter enacted. Changes to such laws, policies, rules, regulations, legislation, constitution, bylaws or interpretations thereof shall automatically apply to this [Appointment Letter](#) without the necessity of a written modification.

**c. University Is Not Liable.** Employee's arrangement(s) for outside income and the activities hereunder are independent of Employee's University employment, and the University shall have no responsibility or liability for payment of any such income or for any claims arising there from under any circumstances whatever. Employee agrees to defend, indemnify and hold the University harmless with respect to claims of any type whatsoever that arise from or relate in any way to Employee's outside activities and outside income.

**d. Commercial Endorsements.** Employee may undertake commercial endorsements of products and services subject to the following: no mention of, any use of (insert campus name) identifiable equipment or facilities; no use of marks, slogans, music or logos of the University; or none that are contrary to any exclusive corporate sponsorships or endorsements by the Department of Athletics or its representatives.

**e. Income from Written Materials.** Employee shall be entitled to write and release books and magazines and newspaper articles or columns in connection with his/her position as (insert title). Employee agrees to act in a professional manner and protect the best interest of the University and Department of Athletics in all such matters.

**f. Shoe, Apparel and Equipment Contracts.** Employee may not enter into any contracts with shoe, apparel, sports-related equipment or supplies vendors, including with manufacturers, distributors or sellers or any party, who have an exclusive use agreement with (insert campus name) or the (insert campus auxiliary name), or which would be in conflict with a contract, corporate sponsorship, or endorsement of the University or (insert campus auxiliary name) Prior written approval by the Athletic Director is required for any contracts not precluded.

**g. Sport Camps.** Employee shall have the opportunity to conduct youth sport camps and realize the additional income. All sport camps must comply with all NCAA, University, and Department policies, procedures and regulations. If the sport camps are conducted on the (insert campus name), Employee may utilize name, marks, slogans, music or logos of the University. If the sport camps are conducted off the (insert campus name), Employee is prohibited from utilizing any reference to the

University including name, marks, slogans, music or logos.

**h. Income from Coach-Participation Broadcast Properties.** Employee shall be entitled to participate in regularly-scheduled radio, television, internet-based broadcast programming, or any other medium related to (insert campus name), (insert title) (e.g.: coach's show, pregame show, etc.). In all regularly-scheduled media programs when the coach is expected to represent the interests of any (insert campus name), team, the University, the Department of Athletics or the (insert campus auxiliary name), the University and/or its representatives shall maintain all rights to such broadcasting properties and shall be solely responsible for arranging any and all agreements with a broadcast partner. The Employee may be compensated by the (insert campus auxiliary name) or (insert campus name), representative in the form of a talent fee which will be mutually determined by the University or its representatives and the third-party broadcast partner. Employee agrees to act in a professional manner and protect the best interest of the University and Department of Athletics in all such matters whether or not the Employee is expected to comment on any (insert campus name), team, the University, the Department of Athletics, the (insert campus auxiliary name), or any of their agents or employees.

**i. Disclosure of Outside Income.** In accordance with NCAA regulations, Employee shall report annually in writing to the University's President, through the Director of Athletics, on or before (insert appropriate date for your campus) of each year, all athletically related income from all sources outside the University and the University shall have reasonable access to all records of Employee necessary to verify the information contained in such report(s).

**6.04 Conflict of Interest Laws.** Prior to extensive discussion regarding any commercial endorsements, Employee will review the existing environment with his/her sport supervisor to ensure that there are no potential conflicts with departmental or University policies or Athletics Department sponsorship agreements. All further discussions and/or negotiations with any third party regarding endorsements must include the Director of Athletics or his/her designee.

CSU MPP coaches, like all CSU employees, are required to comply with the conflict of interest laws that govern the CSU. The purpose of these laws is to prohibit public employees from personally benefitting at the expense of the public interest. The Political Reform Act of 1974 is often regarded as the principle conflict of interest law, and is the authority for CSU employees, including coaches. All CSU coaches, including those in the MPP, are legally required to understand and comply with the Conflict of Interest laws that govern the CSU including but not limited to CSU's Conflict of Interest Code and the Public Contract Code. These laws are summarized in the Office of General Counsel's Conflict of Interest manual which can be found on the web at [http://www.calstate.edu/gc/OGC\\_Manuals\\_on\\_Legal\\_Issues.shtml](http://www.calstate.edu/gc/OGC_Manuals_on_Legal_Issues.shtml)

## **ARTICLE VII - TERMINATION**

**7.01 Suspension or Termination for Cause.** Notwithstanding any other provision of this Appointment Letter or the Offer Letter, this appointment may be terminated by (insert campus name), without further obligation of CSU or (insert campus name), or Employee may be suspended without pay for a period determined by the President or designee, if the President or designee finds that the employee has committed any of the following acts or omissions (for cause):

- a) gross negligence;
- b) insubordination;
- c) willful and knowing violation of the rules of NCAA, or an athletic association or conference of which (insert campus name) is a member, or knowing participation in any violation of such rules, or failure to report violations by (insert campus name) coaches, athletes, or Department staff of which Employee has knowledge;

- d) dishonesty;
- e) immoral conduct;
- f) unprofessional conduct;
- g) incompetency
- h) failure or refusal to perform the normal and reasonable duties of the position;
- i) conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- j) fraud in securing this appointment;
- k) addiction to the use of controlled substances;
- l) drunkenness on duty;
- m) conduct which is seriously prejudicial to the best interests of (insert campus name), or its athletic program or which is a material violation of (insert campus name), mission;
- n) breach of any of the terms, duties or responsibilities set forth in this Appointment Letter of Appointment or the initial Appointment Letter.
- o) any cause adequate to sustain the dismissal of any other (insert campus name) employee under applicable law and (insert campus name) State policies and procedures.

Employee shall be entitled to utilize the reconsideration procedures available under MPP § 42728.

In the event this appointment is terminated for cause in accordance with the provisions of this [Appointment Letter](#), all of (insert campus name), and the (insert campus auxiliary name) obligations to Employee under this appointment subsequent to that date shall cease. In no case shall the University be liable to Employee for the 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, apparel or shoe contracts, consulting relationships, or from any other source whatever that may ensue as a result of the University's termination of this appointment.

**7.02 Constructive Resignation.** In the event that Employee is reassigned from the position of (insert title) during the term of this Appointment Letter and obtains other employment or refuses to accept the reassignment or perform the duties to which he/she may be reassigned, Employee shall be deemed to have resigned his/her employment and, as of the date such other employment has begun, all compensation and other obligations owed by the University to Employee under this Appointment Letter shall cease. In no case shall the University be liable for the 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, apparel or shoe contracts, consulting relationships or from any other sources whatever that may ensue as a result of Employee's termination of this appointment. The provisions of this subsection shall be without prejudice to any rights the University may have under applicable state or federal law.

## **ARTICLE VIII – LIMITATION ON SEEKING OTHER EMPLOYMENT**

**8.01 Limitation.** Employee has special, exceptional and unique knowledge, skill and ability as a

coach at the intercollegiate level which, in addition to the continued acquisition of coaching experience at the University, as well as the University's special need for continuity in its athletics program, render Employee's services unique.

Employee shall not seek, discuss or negotiate for employment requiring performance of duties prior to the expiration or termination of this Appointment Letter without first personally notifying the Director of Athletics.

**8.02 Release from Limitations.** Employee shall be released from the restrictions of Section 7.01 of this Appointment Letter in the event the University exercises its right to reassign Employee from his/her position as (insert title), as provided in Section 5.02 of this Appointment Letter.

## **ARTICLE IX - UNIVERSITY'S EDUCATIONAL PURPOSE AND SUPPORT OF PROGRAM**

Although this Appointment Letter is sports-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Appointment Letter is educational. Thus, the educational purposes of the University shall at all times have priority in the various provisions of this Appointment Letter. By way of example only, a student-athlete may be declared not eligible for competition for academic reasons, because the University believes he would not be an appropriate representative of the University, as a disciplinary sanction under applicable University policies, or because the University believes that he is not eligible according to the rules for practice or competition specified by the NCAA, the athletic conference in which the University is a member, or the University's Intercollegiate Athletics Codes and Policies. In no event shall such action by the University be considered a breach of this Appointment Letter.

## **ARTICLE X – MISCELLANEOUS**

**10.01 Assistant Coaches.** Subject to such limitations as may be imposed from time to time by the NCAA or the athletic conference of which the University is a member, the Director of Athletics in his/her discretion may provide the (insert program name) with assistant coaches. Employee shall have the authority to recommend the hiring and termination of assistant coaches for the (insert program name) subject to the approval of the Director of Athletics, as the University's appointing authority, or the University President's designee. All assistant coaches shall be employees of either the University or the (insert campus auxiliary name). It is understood that assistant coaches are immediately responsible to Employee, who will assign the duties of each of the assistant coaches, and that Employee is responsible for the activities of assistant coaches as those activities relate to the educational purposes and the athletic interests of the University. It is further understood, that Employee and assistant coaches are responsible to the Director of Athletics for compliance with the policies of the University, including the Athletics Department, and with the rules and regulations of the NCAA, and the constitution, bylaws, rules, regulations, legislation and all official interpretations thereof of the NCAA, and the rules and regulations of the athletic conference of which the University is a member, as may be in effect from time to time and to immediately report any known violations of such rules and regulations to both Employee, Employee's immediate supervisor and the Assistant Athletics Director for Compliance.

**10.02 Amendments to Appointment Letter.** This Appointment Letter may be amended only by a written instrument duly approved by the University through its designated representative and accepted by Employee, such approval and acceptance to be acknowledged in writing.

**10.03 No Waiver of Default.** No waiver by the parties hereto of any default or breach of any, term or condition of this Appointment Letter shall be deemed to be a waiver of any other default or breach of the same or any other, term or condition contained herein.

**10.04 Acknowledgment.** Employee acknowledges that he has read and understands the foregoing provisions of this Appointment Letter and that such provisions are reasonable and enforceable and he agrees to abide by this Appointment Letter and the terms and conditions set forth herein.

**10.05 Indemnification of the University. (Optional)** Employee agrees to hold harmless and indemnify the University and the (insert campus auxiliary name) from any and all suits, claims, demands, damages, liability, costs, and expenses, including attorney's fees, arising out of claims made by third parties based on Employee's intentional violation of the terms of this Appointment Letter. Notwithstanding the generality of the foregoing, there shall be no indemnity arising out of suits, claims or demands in which Employee, the University and/or the (insert campus auxiliary name) seek to compel another party to this Agreement to comply with his/her obligations hereunder or in which a party seeks to enforce any remedies such party may have hereunder.

**10.06 University Retains All Materials and Records.** All materials or articles of information, including, without limitation, personnel and student-athlete records, recruiting records, team information, videos, films, statistics or any other material or data, furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration of the term of this Appointment Letter or its earlier termination as provided herein or the reassignment of Employee from his/her position as (insert title), Employee shall deliver any such materials in his/her possession or control to the University.

**10.07 Employee Will Not Incur Indebtedness.** It is mutually agreed and understood that Employee shall not incur any indebtedness or sign any contracts for or on behalf of the University or the (insert campus auxiliary name).

**10.08 Employee Will Not Make Investments Competitive with University Objectives.** During the period of employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise that could be deemed to be competitive with the University's objectives and philosophies or with the University's intercollegiate program, without first having obtained the written approval of the University's President.

**10.09 Notice.** Any notice or other communication which may or is required to be given under this Appointment Letter shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other.

If to Employee: [Address]

[City, State, Code]

If to University: California State University (insert campus name)

Director of Athletics

(Insert address)

**10.10 Captions.** All captions in this Appointment Letter are included for convenience only and do not constitute, nor are incorporated in, the terms and conditions of this Appointment.

**10.11 Gender and Neuter Provision.** As used in this Appointment Letter, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context permits.

**10.12 Personnel File.** A copy of the executed Appointment Letter will be placed in the Employee's Personnel File five days (5) from the date of completed execution of this Appointment.

# SUPERCEDED BY HR 2013-06

HR 2009-07  
ATTACHMENT A

**10.13 Supersede Provision.** This Appointment Letter together with the [Offer Letter](#) supersedes any other communications between Employee and the University with respect to the terms of employment. Any promises or statements of inducement made by any agent or representative of the University that are not contained in this Appointment Letter or the initial [Offer Letter](#) shall not be valid or binding on the University.

**10.14 Expiration of Offer.** If Employee has not accepted by the close of business on [\(insert date\)](#) this offer expires automatically. The Appointment Letter must be returned to the office of the [Director of Athletics](#) for processing on or before the expiration date.

Your written acceptance of this appointment is required. If you decide to accept this appointment, please date and sign this page in the space below and return the original of this letter to me. A copy is provided for your records. Written acceptance of the terms of this appointment by the [\(insert campus auxiliary name\)](#) is also required.

Sincerely,

[\(Insert name\)](#)  
Director of Athletics

My signature below manifests my acceptance of the appointment as described in this Appointment Letter and in the [Offer Letter](#).

Signed  
Date

---

(Coach Signature)

The signature below manifests acceptance by the [\(insert campus auxiliary name\)](#) of its obligations under paragraph 6.02b of this Appointment Letter.

Signed  
Date

---

[\(Insert name\)](#)  
Chair, [\(insert campus auxiliary name\)](#)