

SUPERCEDED BY HR 2014-05



The California State University
SYSTEMWIDE HUMAN RESOURCES

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Date: May 6, 2013

Code: HR 2013-06

To: CSU Presidents

Supersedes: HR 2008-26
HR 2009-07

From: Gail E. Brooks 
Vice Chancellor
Human Resources

Reference: HR 2013-05

Subject: **Definite Term Appointments for MPP Athletic Personnel (Coaches and Athletic Directors) and Revised Definite Term Appointment Letter Template**

Overview

Audience: CSU Presidents, HR Officers, AVPs/Deans of Faculty Affairs, Athletic Directors and campus designees responsible for developing definite term appointment letters for MPP coaches and athletic directors.

Action Item: Campuses are to use the revised appointment letter template for MPP coaches and athletic directors who are appointed to a definite term appointment.

Affected Employee Group(s)/Unit(s): Management Personnel Plan (MPP) Coaches and Athletic Directors

Summary

This HR Letter supersedes HR 2008-26 and expands the definition of "MPP athletic personnel" to include athletic coaches and athletic directors. This memorandum also releases a revised definite term appointment letter template previously distributed in HR 2009-07. Effective immediately, appointment letters for MPP coaches and athletic directors who are appointed to a definite term must be submitted to the vice chancellor of human resources in accordance with the revised template.

The general employment provisions for MPP athletic personnel provided in HR 2008-26 have been updated to include both MPP coaches and athletic directors. In addition, the definite term appointment letter template that was released in HR 2009-07 has been revised to eliminate redundancies, clarify language, remove remaining "contract language" and reorganize provisions in a more logical format (Attachment).

Note: In general, athletic coaches are represented by the California Faculty Association (CFA); however, according to a memorandum of understanding between the CSU and The California Faculty Association (dated October 16, 1995), an athletic coach who supervises two or more full time faculty unit employees is excluded from the bargaining unit. Therefore, an athletic coach must supervise two or more full time faculty unit employees to be classified as MPP. If not, the athletic coach position should be classified in a faculty unit classification.

Effective immediately, appointment letters for MPP coaches and athletic directors who are appointed to a definite term must be submitted to the vice chancellor of human resources using the newly approved template provided in this memorandum. The policy regarding the appointment of MPP athletic personnel is as follows:

Distribution:

CSU Chancellor
Executive Vice Chancellors
Vice Chancellors
All Campus Vice Presidents

General Counsel
Associate Vice Presidents/Deans of Faculty Affairs
Human Resources Officers
Athletic Directors

General Employment Provisions Under Title 5

The MPP, set forth in Title 5, Article 2.2, is an integrated personnel system addressing employment rights, benefits and conditions for employees designated as “management” or “supervisory” under the Higher Education Employer-Employee Relations Act (HEERA)¹. MPP coaches and athletic directors are subject to the terms and conditions of the MPP (e.g., reassignment and non-retention).

In September 2008, the Board of Trustees approved an amendment to §42723 of the MPP which allows an exception to the “at will” employment status of MPP athletic personnel. As such, MPP coaches and athletic directors may be appointed for a definite term. However, the appointment must be made in writing and the appointment/employment documents must include a beginning date, an expiration date, and a statement that the appointment may be terminated by the appointing authority based on terms set forth in the appointment document. This differs from traditional “at will” and temporary MPP employment as, in this case, the campus is obligated to employ the individual for a specified duration of time unless conditions that are defined in the appointment document that permit earlier termination are met. Campuses often refer to these appointment documents as “contracts.” However, all CSU employees are legally employed pursuant to the statute (Title 5), not a contract, and the term “contract” should not be used.

Definite Term Appointment Letter Template

To comply with the Title 5 provision that definite term appointments be made in writing and the recommendation in Audit Report 07-40², Athletics Administration Systemwide, that the Chancellor’s Office provide campuses with consistent language for appointment documents, a MPP Athletics Definite Term Appointment Letter Template was previously developed and distributed. This memorandum releases a revised template. To obtain approval for the definite term appointment of a MPP coach or athletic director, the campus president, or designee, will submit a definite term appointment letter to the vice chancellor of human resources using the attached template. If the appointment for definite term includes supplemental compensation, approval for both the appointment for definite term and supplemental compensation should be submitted simultaneously for approval.

- A fill-able Word version of the template, procedures and other tools can be found on the MPP Policies and Programs Web page, select Definite Term Athletic Appointments:
<http://www.calstate.edu/HRAdm/Policies/mpp.shtml>.

Campus presidents continue to have the delegated authority to appoint MPP coaches and athletic directors who are employed on an “at will” basis, as defined in Title 5, or on a standard temporary basis (e.g., position funding ends at a specified time) and receive the standard MPP pay and benefit package provided to all MPP employees. Notification to or approval by the vice chancellor of human resources is not required.

Supplemental Compensation

MPP coaches and athletic directors are eligible for the standard salary and benefit programs provided to all MPP employees. As with all MPP employees, when a campus president considers providing MPP athletic personnel with a type of compensation, a benefit or a perquisite that is not part of the standard MPP pay and benefits program, approval must be obtained via the MPP Supplemental Compensation policy outlined in [HR 2013-05](#).

- The MPP Supplemental Compensation Request Form can be downloaded from the MPP Salary Program Web page located on the CSYou Web site at:
<https://csyou.calstate.edu/Tools/HR/SalaryProgram/mpp/Pages/default.aspx>.

¹ Defined in Government Code §3562(k) and §3580.3, respectively.

² Audit Report 07-40 can be found at http://www.calstate.edu/audit/Audit_Reports/athletics/2007/0740AASystemwide.pdf.

SUPERCEDED BY HR 2014-05

HR 2013-06
Page 3 of 3

This document, the fill-able Word version of the definite term appointment letter and the MPP Supplemental Compensation Request Form can also be viewed and downloaded from the Human Resources Management Web site at: <http://www.calstate.edu/HRAdm/2013pages/2013hrmemo.shtml>.

If you have questions regarding this coded memorandum, please contact Human Resources Management at (562) 951-4411.

GEB/dm

Attachment

The "fill-able" Word template is protected and edit restrictions are in effect!

Blue text represents a fill-able field and will populate the entire document the first time it is entered.

Underlined text is unprotected and can be edited or deleted.

California State University MPP Athletics Definite Term Appointment Letter

On behalf of President **President's Name** and pending the successful completion of a criminal background screening check, I am pleased to offer **Employee Name** an appointment to the position of **Employee Title** at **Campus**, a position within the California State University Management Personnel Plan (§ 42720 et seq. of Title 5 of the California Code of Regulations), a copy of which is attached. This appointment is subject to the provisions of the Management Personnel Plan (MPP), as well as applicable state and federal law and the rules, regulations, policies and procedures of the California State University (CSU) system and **Campus**. This appointment includes the following provisions:

ARTICLE I – NATURE OF APPOINTMENT

- 1.01 In accordance with Article 2.2 § 42723 of Title 5, no tenure or permanent status is granted with this appointment and no tenure or permanent status can be achieved within the MPP. Further, in accordance with Article 2.2 § 42725 of Title 5, the University may assign or reassign Employee to different duties in the same position or other positions with different duties during the term of this Appointment Letter.
- 1.02 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 **Campus** and a new written Appointment Letter is signed by Employee and **Campus** and, if required, the **Auxiliary/Foundation**.
- 1.03 Although this Appointment Letter is sports-related, the primary purpose of the University and, accordingly, all of its arrangements with its coaches, 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

ARTICLE II – PUBLIC DOCUMENT

- 2.01 This Appointment Letter is a public document and the University may release copies of the Appointment Letter to persons requesting the same.

ARTICLE III – TERM OF EMPLOYMENT

- 3.01 **Term of Appointment.** The term of this appointment commences on **Date Appointment Commences** and ends on **Date Appointment Terminates**, unless sooner terminated in accordance with Article 3.02 or Article 6 below.
- 3.02 **Non-Retention.** The MPP defined in Article 2.2 of Title 5 is an integrated personnel system addressing employment rights, benefits and conditions for employees designated as "management" or "supervisory" under HEERA (Higher Education Employer-Employee Relations Act). Under the MPP, **Campus** reserves the right to non-retain Employee from employment at any time without cause prior to the completion of the term of appointment. If Employee is non-retained under this paragraph, Employee will be paid **Number** percent of the total base salary remaining due to Employee through the end date of this appointment, unless Employee accepts comparable professional employment. If such comparable employment is obtained, any earnings through this other employment will offset and be deducted from the payment owed through non-retention under this paragraph. The payment owed as a result of non-retention will be paid by the **Auxiliary/Foundation**. Apart from the payment described in this paragraph that is owed as a

result of non-retention, this appointment and all obligations of **Campus** and the **Auxiliary/Foundation** shall terminate upon non-retention.

ARTICLE IV – POSITION

4.01 Description of Employee's Responsibilities. Employee will 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 **Athletic 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/she shall report the same promptly to the Athletic Department's Director of Compliance as well as his/her immediate supervisor.

Employee will 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 **Athletic Program Name** will achieve at the highest possible academic level, with the expectation that the team's NCAA Academic Progress Rate will meet or exceed NCAA threshold minimums and the graduation rate for these student-athletes will be at least 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.

Employee is held directly accountable for these general responsibilities relating to the **Athletic Program Name**: overall management and administration of the **Athletic Program Name**, 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, 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 complying with the following:

- 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.

CSU MPP Athletics Definite Term Appointment Letter

- 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 prospective student-athletes who have a reasonable opportunity to gain a degree from [Campus](#) 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 [Campus](#) 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 [Campus](#) 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 [Campus](#) commitment to maintain a safe and healthy living and learning environment for everyone.
- 11) All full-time coaches must 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.

4.02 Reporting Relationship and Annual Evaluations.

- a. **Reporting Relationship.** Employee shall report to the [Supervisor Title](#) 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 [Supervisor Title](#) 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 as described in this Appointment Letter and the [Employee Title](#) position description, which is attached, will be initially evaluated after six months of service and thereafter annually.

These evaluations will take into account prior evaluations and the expectations and goals set for Employee in such prior evaluations, as well as the following:

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

Employee will also be evaluated according to terms in the <insert campus policy on coaches, if applicable or delete>.

ARTICLE V – COMPENSATION

5.01 Compensation.

- a. **Base Salary.** The 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 in the position of **Employee Title** shall be at the rate of **Monthly Base Pay** per month or **Annual Base Pay** on an annual basis, 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.
- b. **Supplemental Compensation.** The **Auxiliary/Foundation** shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by **Campus** in the position of **Employee Title**. All annual 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 no later than **Date** of the following fiscal year.
 - List supplemental compensation, e.g., auto allowance, supplemental pay, bonuses, performance incentives.
- c. **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.

CSU MPP Athletics Definite Term Appointment Letter

d. **Reassignment.** In the event Employee is reassigned pursuant to Article 2.2 § 42725 of Title 5, Employee will be paid **Number** percent of Employee's base salary at the time of reassignment, subject to subsequent adjustments in accordance with MPP policies and procedures. The University will provide Employee with a description of the duties in the reassigned position.

5.02 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 **Employee Title** at **Campus** subject to the following conditions.

Such agreements must be approved in writing, before being entered into, by the Director of Athletics to ensure that they do not conflict with Employee's 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 **Campus** and its Athletics Department, or interfere with the performance of his/her duties for **Campus**. 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 in each instance in which Employee seeks to make, or makes, arrangements to earn outside income as a result of his/her employment as **Employee 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 and 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 or use of **Campus** or use of **Campus** identifiable equipment or facilities; no use of the University's marks, slogans, logos or music. 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.

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

- Employee 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 [Campus](#) or the [Auxiliary/Foundation](#), or which would be in conflict with a contract, corporate sponsorship, or endorsement of the University or the [Auxiliary/Foundation](#). 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, procedure and regulations. If the sport camps are conducted on the [Campus](#) campus, Employee may utilize name, marks, slogans, music or logos of the University. If the sport camps are conducted off the [Campus](#) campus, 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 [Campus](#), [Employee 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 [Campus](#) team, the University, the Department of Athletics or the [Auxiliary/Foundation](#), 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 [Auxiliary/Foundation](#) or [Campus](#), 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 [Campus](#) team, the University, the Department of Athletics, the [Auxiliary/Foundation](#), 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 [Date](#) 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).

ARTICLE VI –TERMINATION, SUSPENSION OR OTHER DISCIPLINE

- 6.01 **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.
- 6.02 **Termination, Suspension or Other Discipline For Cause.** Notwithstanding any other provision of this Appointment Letter, this appointment may be terminated by [Campus](#), without further obligation of the CSU (including that which is contained in paragraph 3.02), [Campus](#), or the [Auxiliary/Foundation](#), or Employee may be suspended with or without pay for a period determined by the President or designee if the President or designee finds that Employee has committed any of the following acts or omissions:
- a) gross negligence;
 - b) insubordination;

CSU MPP Athletics Definite Term Appointment Letter

- c) willful and knowing, or reasonably should have known, violation of the rules of NCAA, or an athletic association or conference of which **Campus** is a member, or knowing participation in any violation of such rules, or failure to report violations by **Campus** coaches, athletes, or department staff of which Employee has knowledge;
- d) violation of University policies;
- e) dishonesty;
- f) immoral conduct;
- g) unprofessional conduct;
- h) incompetence;
- i) failure or refusal to perform the normal and reasonable duties of the position;
- j) conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- k) fraud in securing this appointment;
- l) addiction to the use of controlled substances;
- m) drunkenness on duty;
- n) conduct which is seriously prejudicial to the best interests of **Campus**, or its athletic program or which is a material violation of the University's mission;
- o) failure to perform or violation of any of the terms, duties or responsibilities set forth in this Appointment Letter;
- p) any cause adequate to sustain the dismissal of any other **Campus** employee under applicable law and **Campus** policies and procedures.

Employee shall be entitled to utilize the reconsideration procedures available under Article 2.2 § 42728 of Title 5.

In the event this appointment is terminated for cause in accordance with the provisions of this Appointment Letter, all **Campus**, and the **Auxiliary/Foundation** obligations to Employee under this appointment 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.

ARTICLE VII – LIMITATION ON SEEKING OTHER EMPLOYMENT

- 7.01 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, renders 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.
- 7.02 Release From Limitations.** Employee shall be released from the restrictions of paragraph 7.01 of this Appointment Letter in the event the University exercises its right to reassign Employee from his/her position as **Employee Title**, as provided in paragraph 1.01 of this Appointment Letter.
- 7.03 Constructive Resignation.** In the event that Employee seeks other employment in violation of paragraph 7.01, or is reassigned from the position of **Employee Title** during the term of this Appointment Letter and 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 or refusal has occurred, all compensation and other obligations owned 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. In the event Employee is deemed to have resigned, Employee shall be entitled to utilize the reconsideration procedures available under Article 2.2 § 42728 of Title 5.

ARTICLE VIII – MISCELLANEOUS

- 8.01 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 Athletic Program Name with assistant coaches. Employee shall have the authority to recommend the hiring and termination of assistant coaches for the Athletic Program Name subject to the approval of the Director of Athletics, as the University's appointing authority, or the University President's designee. 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 assistant coaches are responsible for compliance with the policies of the University, including the Athletics Department, with applicable collective bargaining agreements, 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 that Employee is required to immediately report any known or reasonably suspected violations of such rules and regulations to Employee's immediate supervisor and the Assistant Athletics Director for Compliance. In addition, each year that Employee serves as Employee Title, Employee will be responsible for conducting written evaluations of each assistant coach on his/her staff pursuant to the terms of the Collective Bargaining Agreement.
- 8.02 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 Employee Title, Employee shall deliver any such materials in his/her possession or control to the University.
- 8.03 Employee Will Not Incur Indebtedness.** Employee shall not incur any indebtedness or sign any contracts for or on behalf of the University or the Auxiliary/Foundation.
- 8.04 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.
- 8.05 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: Street Address
City, State, Zip Code

SUPERCEDED BY HR 2014-05

CSU MPP Athletics Definite Term Appointment Letter

My signature below manifests my acceptance of the appointment as described in this Appointment Letter.

Signed

Employee Name

Date_____

Note: If needed, insert notations, e.g., enclosures, cc's.

CO/HRM – 5/2013