COUNTY OF GUILFORD

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

HEAD «Sport» COACH

THIS AGREEMENT is made this 30 day of June, 2013 by The University of North Carolina at Greensboro, an agency of the State of North Carolina, (hereinafter “University”) and «Head_Coach» (hereinafter “COACH”).

WHEREFORE, University desires to employ COACH as its Head «Sport» Coach and COACH desires to engage in that employment;

THEREFORE, in consideration of the mutual promises, covenants and conditions in this Agreement, University and COACH agree as follows:

1.0 Offer of Employment, Term, Contingencies:

1.1 Subject to all the terms and conditions of this Agreement, University hereby employs COACH as its Head «Sport» Coach for the time period beginning on «Start_Date» and ending on «End_Date» (hereinafter referred to as “term of this Agreement”, “term of employment,” “current term” or “term”) and COACH accepts employment in this position.

1.2 This Agreement may not be renewed or extended beyond the current term, except after evaluation of COACH’s performance at annual or other intervals specified by the Director of Athletics during the current term, and a written offer to renew presented by University. University shall not be obligated to make any offer of renewal beyond the current term, and COACH shall not be obligated to accept any such offer.

1.3 COACH’s employment is contingent upon receipt of a satisfactory background check and payment of wages by direct deposit in accordance with University policy.

2.0 Compensation:

2.1 The annual salary for the position of Head «Sport» Coach is «Salary» based on a twelve-month employment period, and is payable in twelve (12) monthly installments.

2.2 COACH shall be entitled to merit increases and fringe benefits subject to the compensation policies adopted by the Board of Governors of The University of North Carolina and by the Board of Trustees of The University of North Carolina at Greensboro.

3.0 Duties, Responsibilities and Obligations:

3.1 COACH shall be a loyal employee of the University. COACH shall devote his/her best efforts full time to the performance of duties and to comply with all rules, regulations, policies, and decisions established or issued by the University.
COACH must recognize that his/her statements about the University and its administrators are often publicized and must use his/her best efforts to protect the University's best interests in this regard. COACH shall, notwithstanding the provisions of Section 7.0 of this Agreement, during the term of appointment, not engage, directly or indirectly, in any business which would detract from his/her ability to apply their best efforts to the performance of all duties.

3.2 Some of the specific duties and responsibilities that will be assigned to COACH are set forth below. Other specific duties may be assigned as the need arises. COACH shall perform the duties of his/her position faithfully and diligently. Failure to discharge any of these duties constitutes a breach of this Agreement that would allow the University to terminate this Agreement for cause pursuant to Section 11.0 of this Agreement.

   a) To serve as a public spokesperson for the «Sport» Team.

   b) To effectively manage his/her subordinates and impose appropriate disciplinary action.

   c) To comply with, and effectively implement, the directives of the Director of Athletics.

   d) To be directly accountable for these general responsibilities relating to their programs: budget, scheduling, and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff.

   e) To support and encourage the educational pursuits of student-athletes by: recruiting and retaining only those student-athletes who have ability to succeed academically and athletically; making every effort, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes meet their academic requirements; monitoring student-athletes' performances in meeting academic and intercollegiate eligibility criteria; and assisting student-athletes in progressing toward a degree in a defined academic program.

   f) To have knowledge of the rules, regulations, guidelines and policies of the Department of Intercollegiate Athletics, of the University, of any athletic conference of which UNCG is a member and of the NCAA and to conform their work and behavior accordingly.

   g) To maintain effective relationships with student-athletes, peers, administrators, and key University constituents.

   h) To participate in fund raising events.
3.3 COACH agrees that University may use, without limitation and without payment of additional compensation to COACH, COACH’s picture, likeness and voice in any medium chosen by the University for the purpose of promotion of University and/or any of its programs, departments, institutes, centers or community outreach efforts. COACH agrees to make himself/herself available at reasonable times and places for the purpose of creating and recording such promotional materials.

4.0 Reassignment:

4.1 The University retains the right to assign COACH to other positions with different duties during the term of his/her appointment without explanation or a showing of cause. In no event, however, will COACH be assigned to positions which are not consistent with his/her education and experience as assessed by the University. If the University reassigns COACH, the University will continue to pay all due compensation throughout the remainder of the term of appointment.

4.2 COACH’s failure to accept reassignment will constitute grounds to terminate this Agreement for cause as provided in Section 11.0 of this Agreement. In the event of such termination for cause, the University's obligation to pay salary and other compensation will end at the point of discharge or at the conclusion of any resulting appeal.

5.0 Compliance with University, Conference and NCAA Policies:

5.1 COACH shall be classified an Exempt from State Personnel Act (“EPA”) non-faculty employee and is therefore subject to the Policy on Employees Exempt from the State Personnel Act and all other applicable State, University and UNC Board of Governors (“BOG”) personnel policies (hereinafter collectively referred to as “Personnel Policies”), which are incorporated into this Agreement as if fully set forth herein, even as they may be amended or implemented during COACH’s term of employment. COACH represents that he/she has reviewed the Personnel Policies in effect as of the date of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Personnel Policies, then this Agreement shall control.

5.2 COACH is further subject to the policies of any athletic conference of which UNCG is a member. In accordance with the NCAA Constitution, "a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure."

5.3 The discipline to be imposed for violations of these policies may include any corrective action up to and including dismissal from employment at the discretion of the University.

6.0 Performance:

6.1 COACH’s performance of job duties and responsibilities, and not merely win-loss record, will be evaluated annually by the Director of Athletics on the same basis as performance evaluations are done for other EPA non-faculty employees.
6.2 In furtherance of its educational mission, annual and multi-year Academic Progress Rates (APR) (as defined and calculated by NCAA rules) shall be an important measure of COACH’S performance. The following illustrates the University’s expectations with regard to the acceptable range of annual APR for student athletes based upon current NCAA minimum standards:

- Beginning with 2012-13 championships, teams must earn a minimum 900 four-year APR or a 930 average over the most recent two years to be eligible to participate in championships.

- For 2014-15 championships, teams must earn a 930 four-year average APR or a 940 average over the most recent two years to participate in championships.

- In 2015-16 and beyond, teams must earn a four-year APR of 930 to compete in championships.

In addition, where COACH’s team earns an APR score below NCAA minimum standards, COACH shall be subject to NCAA penalties. Additionally, COACH may, at the discretion of the Director of Athletics, may receive disciplinary action including up to and including dismissal from employment. In determining the appropriate action(s), if any, the Director of Athletics shall consider individual circumstances, factors outside the reasonable control of COACH, and/or APR trends within the program. The APR standards stated herein are subject to change based on rule changes within the NCAA.

7.0 External Professional Activities for Pay:
COACH may engage in external professional activities for pay while employed by the University, but only upon the following terms and conditions:

a) Such outside activities shall not interfere with the full and complete performance by coaches of duties and obligations as a University employee. COACH must recognize continuously that their primary obligations lie with the University and its students.

b) Before engaging in any professional activity resulting in income additional to base salary, COACH must submit all appropriate NCAA documentation to the Director of Athletics. Additionally, as described in the Board of Governor’s policy 300.2.2.1 (R), “Regulations on External Professional Activities for Pay by Faculty and Non-Faculty EPA Employees” COACH must submit to the Director of Athletics a "Notice of Intent to Engage in External Professional Activity for Pay" and receive the approval of the Director.

c) In no event shall COACH accept or receive, directly, or indirectly, any monies, benefit, or any other gratuity, whatsoever, from any person, corporation, University booster club, alumni association, or other benefactor if such action would violate any legislation, constitution, bylaws, rules, regulations, or interpretations of the NCAA or of any conference to which the University may belong. Changes of such
legislation, constitution, bylaws, rules and regulations or interpretations shall automatically apply to this Policy without the necessity of a written modification.

d) In accordance with the NCAA Constitution, COACH is required to receive, annually, prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution. Such income shall include, but is not limited to, income from annuities, sports camps, housing benefits (including preferential housing arrangements), country club memberships, complimentary ticket sales, television and radio programs, and endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, and all other athletically related income from whatever outside source. The University shall have reasonable and prompt access to all records of coaches to verify reports in accord with NCAA regulations.

e) COACH’s external professional activities for pay are independent of their University employment in the sense that the University shall have no responsibility or liability for any claims arising therefrom.

f) Before undertaking any commercial endorsement of products and services in which COACH identifies himself/herself as a Head Coach of «Sport» at The University of North Carolina at Greensboro, COACH must request and secure approval for such endorsement from the Chancellor through the Director of Athletics. Such endorsement must not otherwise associate the University’s name, trademark, insignia or wordmark with the product or service.

g) Subject to all other provisions of this Policy, COACH shall be entitled to deliver, make and grant public speeches, public appearances and media interviews and to write and release books and magazine and newspaper articles or columns in connection with his/her position at The University of North Carolina at Greensboro. COACH shall represent the University professionally in all such matters.

h) Except for the limitations on such outside compensation as established by University policies, and in the constitution, bylaws, rules and regulations and interpretations of the NCAA, and any conference to which the University may belong, COACH shall be entitled to retain all revenue generated by such external professional activities.

8.0 **Endorsements:**
The University exercises control of its name, trademark, wordmark and insignia in connection with the endorsement of athletic apparel, including shoes, and of athletic equipment. COACH shall not undertake to endorse products or services related to these items without prior written permission. Such requests for permission shall be transmitted through the Director of Athletics to the Chancellor, who will grant or deny such requests. In making such an endorsement, COACH shall operate as the University’s agent. All income generated through such endorsements will flow to the University. The University may return a percentage of the net income to COACH. The remaining percentage will go to the University for support of athletic programs.
9.0 **Sports Camps:**

To the extent allowed by rules of the NCAA, COACH has the right to operate sports camps on or off campus or to participate in other sports camps in his/her sport. The exercise of rights in this section will be regarded as COACH’s personal endeavors for which he/she will take annual leave, unless COACH can show that he/she worked their "40 hours" during that seven (7) day period.

10.0 **Automatic Termination Upon Death or Inability of COACH to Perform Duties and Obligations Under the Agreement:**

10.1 This Agreement shall terminate automatically without notice in the event that COACH dies. COACH’s salary and all other benefits shall terminate as of the date death occurs, except that COACH’s personal representative or other designated beneficiary shall be paid all such death benefits, if any, under the same terms and conditions normally offered to deceased 12 month EPA non-faculty employees.

10.2 This Agreement shall terminate, upon reasonable notice to COACH by University, in the event that COACH for any reason becomes and remains unable to perform his/her duties and obligations hereunder for a period of ninety (90) days. The determination of whether COACH has been unable, and remains unable, to perform his duties and obligations for a period of ninety (90) days shall be made in the sole reasonable judgment of the Director of Athletics. At the end of such ninety (90) day period, all salary and other benefits shall terminate, except that COACH shall be entitled to receive any disability benefits to which he is entitled under any applicable disability program and any other applicable employee benefits in which he is enrolled through University under the same terms and conditions normally offered to terminated 12 month EPA non-faculty employees. With the exception of the employee benefits set forth in the previous sentence, COACH hereby, to the fullest extent allowable by law, waives and relinquishes all rights to payment of compensation, perquisites, damages, or other relief on account of such termination.

11.0 **Termination by University for Cause:**

11.1 This Agreement may be terminated for cause by University. Termination for cause may be for, but is not limited to, any of the following:

a) COACH’s failure to successfully complete or carry out any of the duties, responsibilities or obligations set forth in Section 3.0 of this Agreement;

b) The causes will also be understood to include, but are not limited to the following:

1. A serious or intentional violation by coaches or by members of coaches' staff or any other person under coaches' supervision and direction, including student-athletes, of any law, rule, regulation, or constitutional provision, or of any conference to which the University may belong, which may, in the sole judgment of the University, reflect adversely upon the University or its athletic program. This includes any violation
which may have occurred during prior employment at another NCAA member institution of which the University had no actual or constructive knowledge at the time of appointment.

2. Failure to accept reassignment, as cited in Section 4.2 of this Agreement.

3. Conduct which is seriously prejudicial to the best interest of the University or its athletic program or which violates the University's mission.

4. Failure to maintain satisfactorily Academic Progress Rates (APR) for student athletes, as specified in Section 6.0 of this Agreement.

5. Insubordination, abuse of staff or students, failure to effectively supervise staff or students, misuse of University funds or other property, theft, and any conduct that violates the civil rights of students or staff (the latter of which shall include, but not be limited to, sexual harassment, racial discrimination, gender discrimination and age discrimination).

6. Conviction of, or a guilty plea or Alford plea to (i) a felony or (ii) a criminal offense which constitutes fraud or moral turpitude.

7. Misconduct of COACH, or misconduct of his/her assistant coaches or other staff or team members under his/her supervision of which COACH knew, had reason to know, or should have known through the exercise of reasonable diligence, or which COACH condoned, which misconduct is of such a nature, as reasonably determined in the discretion of the Director of Athletics, that it would tend to bring disrespect, contempt or ridicule upon University, or which brings discredit to University, or which harms University’s reputation, or which reasonably brings into question the integrity of COACH; or that would render COACH unfit to serve in the position of COACH.

8. Prolonged absence from duty without the consent of the Director of Athletics.

11.2 In the event of termination for cause, the University is not liable to coaches for any benefits from collateral business opportunities associated with their University positions, including any anticipated external professional activities for pay for which they have received approval from the Director of Athletics.

11.3 In the event of a termination for cause, University’s sole obligation to COACH shall be to pay COACH that portion of the annual salary as set forth in Section 2.1 to the date of
such termination, and, if applicable, any bonuses earned as of the effective date of termination. University shall not be obligated to pay COACH any other compensation or perquisites described in this Agreement or be responsible for consequential damages, including but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination.

12.0 Termination by University Without Cause:

12.1 University may, in its sole discretion, terminate this Agreement without cause at any time upon written notice to COACH; provided, however, that, in the event of such a termination without cause, University’s sole financial obligation shall be limited to paying COACH the annual salary set forth in Section 2.1 multiplied by the number of full and partial contract years remaining in the current term. In the event University exercises its right to terminate the Agreement without cause, University shall not be obligated to pay COACH any other compensation or perquisites described in the Agreement or be responsible for consequential damages, including but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination. Payment of the total amount due under this paragraph shall occur over the remaining term of the Agreement as follows: 1) Within thirty (30) days of the effective date of termination without cause, payment shall be made for amounts due with respect to the remainder of that contract year, and 2) payments due hereunder with respect to each subsequent year shall be made on the last day of such subsequent contract year, until all amounts due under this paragraph 8.0 have been paid in full. A “contract year” is July 1 through June 30.

12.2 Notwithstanding the provisions of paragraph 12.1, COACH shall, from the date of termination and through the remainder of the term set forth in paragraph 1.0 above, mitigate payments due from University pursuant to paragraph 12.1 by making every reasonable effort to secure compensation through employment other than at University. If COACH obtains new employment, University’s financial obligations under paragraph 8.1 shall be reduced by the total compensation received by COACH in his new position, including employee benefits, whether in cash, deferred payments, or in kind. COACH shall immediately, upon acceptance of other employment, notify the Director of Athletics in writing of such employment and the total compensation to be paid to COACH for the employment.

12.4 If COACH’s compensation in any new position exceeds that which COACH would have been paid at University as set forth in Section 2.1, then University’s financial obligations under Section 12.1 shall cease.

12.5 The exercise of the option to terminate this Agreement without cause under Section 12.0 shall not constitute a breach of this Agreement, and, except for the payments required by Section 12.1, COACH, to the fullest extent permitted by law, hereby waives and relinquishes all rights to employee benefits, payment of compensation, damages, or other relief on account of such termination, and expressly waives all claims to the effect that termination without cause is not permitted by the Personnel Policies.
12.6 In the event that University attempts to terminate this Agreement pursuant to Section 10 or Section 11, and it is determined that COACH cannot properly be terminated under Section 10 or Section 12, the parties agree that, at the option of the Chancellor, such termination shall be regarded as an exercise by the University of its option to terminate this Agreement without cause pursuant to Section 12.0 and shall not constitute a breach of this Agreement. In such event, COACH shall have no rights or claims for payments, damages, or other relief against University except as specifically provided in this Section 12.0.

13.0 Negotiation for Other Employment or Termination by COACH:

13.1 COACH agrees that the promise to work for University for the entire term of this Agreement is essential to University. This is an Agreement for personal services. The parties agree that COACH has special, exceptional and unique knowledge, skill and ability as Head [Sports] Coach, which, in addition to University’s special need for continuity in its intercollegiate sports program, render COACH’s services unique. COACH therefore agrees, and hereby specifically promises, not to seek or negotiate for any athletics-related employment with or from any other person or entity, prior to the expiration date of the term of this Agreement or any extension thereof, without first obtaining written permission from the Director of Athletics, such employment including, but not limited to, a coach, sports commentator, or an athletics director or administrator of or over an intercollegiate sports program at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties.

13.2 University agrees not to unreasonably withhold permission for COACH to seek or negotiate for any athletics-related employment with or from any other person or entity, provided University retains the unrestrained authority and discretion to withhold its permission for COACH to accept such employment during the term of this Agreement or any extension thereof.

14.0 Termination or Amendment by Both Parties:

This Agreement may be terminated or amended at any time upon mutual written agreement of the parties and upon any terms or conditions that the parties may mutually agree to in writing as approved by the Board of Trustees.

15.0 University Records:

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, video, statistics or any other material or data furnished to COACH by University or developed by COACH on behalf of University or at University’s direction or for University’s use or otherwise in connection with COACH’s employment hereunder are and shall remain the sole and confidential property of University. If University requests access to or the return of such materials at any time during or at or after the termination of COACH’s employment, COACH shall immediately make same available to University.
16.0 **Availability of Funds:**
Continuation of COACH’s employment is contingent upon the annual operating budget established by the University and the BOG and the continuing availability of sufficient student athletic fees and Department of Athletics revenues to pay COACH’s salary and benefits. If all or part of those funds become unavailable, then, at the discretion of the Chancellor, COACH’s employment may be terminated without cause, at which time this Agreement shall be considered void and all obligations of either party hereunder shall immediately cease.

17.0 **Taxes:**
COACH acknowledges that, in addition to the salary provided for in this Agreement, certain benefits and/or perquisites he/she receives incident to his/her employment relationship with University may give rise to taxable income. COACH agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. COACH also understands that University shall withhold taxes on amounts paid or due to COACH and the value of benefits and/or perquisites provided to COACH, to the extent required by applicable law and regulation, as determined by University.

18.0 **Approval by BOT:**
This Agreement, whether signed or unsigned, will be of no force or effect until COACH’s employment is approved by University’s Board of Trustees (hereinafter “BOT”).

19.0 **Interpretation, Applicable Law and Jurisdiction for Disputes:**
This Agreement is made under and shall be interpreted according to the laws of The State of North Carolina. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this Agreement. The sole forum for disputes arising from this Agreement shall be a court of competent jurisdiction in Guilford County North Carolina and the parties hereby submit themselves to the jurisdiction of such court.

20.0 **Notices:**
Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to his residence in the case of COACH, or to the Director of Athletics in the case of University.

21.0 **Benefit:**
This Agreement, in accordance with its terms and conditions, shall inure to the benefit of and be binding upon University, its successors and assigns, and COACH, his heirs, executors, administrators and legal representatives.

22.0 **Public Record:**
Pursuant to BOG Policy 1100.3(A)(6), upon execution, this Agreement shall be a public record, subject to disclosure under North Carolina’s Public Records Laws, including, but not limited to, NC Gen. Statutes Chapter 132.

23.0 **Entire Agreement:**
This instrument contains the entire Agreement of the parties hereto with regard to the subject matter covered herein.
24.0 **Understanding of Agreement:**
Each party has read and understands this Agreement, acknowledges that it is reasonable and enforceable, and agrees to abide by its terms.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year written above.

By: _______________________________ Date: __________
Coach, XXXXXXXX

THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

By: _______________________________ Date: __________
Director of Athletics, Kimberly S. Record

Fully signed copy to: Chancellor’s Office
Human Resource Services (personnel file)
University Counsel