***University of California, Santa Barbara***

**Contract Appointment - Coach**

**EMPLOYMENT AGREEMENT**

**For a**

**Manager & Senior Professional (MSP) Position**

This agreement is entered into on **<<date of Agreement>>** by and between The Regents of the University of California ("University" or "management") and **<<appointee's lived name>>**.

This agreement sets forth the terms and conditions of your employment in the position of **<<working title>>**, job code **<<title code>>** in **<<department>>**.

## A. APPOINTMENT DURATION

This appointment is to begin on **<<appointment begin date>>** and may continue until **<<appointment end date>>**, unless terminated earlier pursuant to section M or N. Your appointment will terminate automatically on **<<appointment end date>>** unless (a) your appointment is terminated earlier pursuant to section M or N; or (b) the contract is extended prior to the termination date in writing signed by both parties. If the contract is extended, it will terminate automatically upon the expiration date of the extension unless terminated earlier pursuant to section M or N.

**B. WAIVER OF PROCEDURAL RIGHTS**

The appointee understands and agrees that if this Agreement is terminated under sections A, M, or N, the appointee is waiving the appointee’s rights, if any, to any process the appointee might otherwise be due, such as a *Skelly* hearing, a post-deprivation hearing and/or a liberty interest hearing. The appointee attests that the appointee is voluntarily waiving the appointee’s rights, if any, to such processes in exchange for the bargained for consideration in section F of this Agreement.

## C. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be those set forth in the attached job description which is incorporated into this agreement. Additional duties may be assigned to you and the job description may be modified from time to time by management in order to accommodate changing circumstances and needs. Your duties and responsibilities shall be conducted in accordance with the University’s policies, procedures, and rules as established by management. You agree to perform all the duties set forth in your job description as well as those assigned by management.

# D. HOURS OF WORK

This appointment is at **<<percentage of time>>** percent of full time. The University will schedule your hours to accommodate operational needs. During the workweek, you are expected to work your regular schedule and to generally be available as business requires. As an exempt employee, you will **not** receive overtime compensation, and you will be expected to work the amount of time necessary to perform the assigned duties. This position emphasizes meeting the responsibilities assigned to this position, rather than working a specified number of hours.

# E. COMPENSATION AND BENEFITS

1. Salary

This position is assigned to a payroll title of **Head Coach 5**, and a **Managers & Senior Professionals (MSP)** salary grade of **BYA**. The annual salary for this position is **<<annual salary at 100%>>** (**<<monthly salary at 100%>>** per month) for work at 100 percent of full time, less applicable withholdings. Any changes in your salary shall be only by written amendment to this contract signed by both parties.

2. *Additional Compensation and Incentives (OPTIONAL SECTION)*

*a. NCAA Tournament Incentives (OPTIONAL SECTION)*

*In addition to the annual base salary, the appointee shall be eligible to receive the following enumerated performance bonuses for each contract year in which such performance is achieved. Annual performance bonuses will be paid no later than* ***<<# of days - e.g., 60 days>>*** *days following the season in which such performance bonuses are earned. At the appointee’s discretion, the University may pay a portion of the incentives to the Assistant Coaches.*

| *Accomplishment* | *Bonus Amount* |
| --- | --- |
| *Accomplishment 1* | *$* |
| *Accomplishment 2* | *$* |
| *Accomplishment 3* | *$* |
| *Accomplishment 4* | *$* |
| *Accomplishment 5* | *$* |

*The appointee is eligible to receive identified bonuses for all levels of accomplishment achieved in a contract year.*

*b. Camps and Clinics (OPTIONAL SECTION)*

*At the sole discretion of the Director of Intercollegiate Athletics, the University may offer the appointee an assignment to participate in a University* ***<<sport>>*** *camp or clinic at a stipend of $****<<stipend amount>>*** *per contract year.]*

3. Benefits

You shall be eligible for University-sponsored health and welfare benefits and retirement benefits in accordance with the eligibility provisions of the University of California Group Insurance Regulations and University of California Retirement System plan documents and related regulations. Subject and subordinate to the eligibility provisions, plan documents, and regulations, the parties would anticipate that you would be eligible for **<<benefits level>>** benefits at the beginning of this agreement, subject to change during its term.

1. Scheduling of Time Off

Although the appointee is not eligible to receive accrued vacation or holiday benefits, he/she can schedule of leave periods with the approval of the Director of Intercollegiate Athletics in his/her sole discretion after consultation with the appointee. Any leave of more than forty-eight hours (48) must be approved in advance by the Director of Intercollegiate Athletics.

# F. APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS (PPSM) AND OTHER POLICIES

These policies may be changed by the University at any time and those changes will be applicable to you.

1. Policies Applicable to All Exempt Managers & Senior Professionals Contract Appointments

The PPSMlisted below are incorporated into this agreement.

Policy 1: General Provisions

Policy 2: Definition of Terms

Policy 3: Types of Appointment (Contract Appointment only)

Policy 21: Selection and Appointment (except Selection)

Policy 30: Compensation

Policy 34: Incentive and Recognition Award Plans (if eligibility criteria are met)

Policy 35: Uniforms and Safety Apparel (if applicable)

Policy 63: Investigatory Leave

Policy 70: Complaint Resolution (Discrimination complaints only)

Policy 80: Staff Personnel Records

Policy 81: Reasonable Accommodation

Policy 82: Conflict of Interest

Policy 83: Death Payments (if eligibility criteria are met)

Policy 84: Accommodations for Nursing Mothers

Policy 2.210: Absence from Work:

Section III.A: General Leave Provisions

Section III.B: Vacation Leave (if eligibility criteria are met other than the requirement that the employee hold a career, limited, or floater appointment)

Section III.C: Sick Leave (if eligibility criteria are met)

Section III.D: Leaves Related to Life Events (except Supplemental Family and Medical Leave; Extended Sick Leave pursuant to Work-Related Injury or Illness; and Personal Leave)

Section III.E: Military and Other Service-related Leaves

Section III.F: Administrative Leaves (except Professional Development Leave)

Section III.G: Other Leaves

Section III.H: Holidays (if eligibility criteria are met)

1. No other provisions of PPSM shall apply. PPSM may be revised as needed. Any changes to the provisions referenced above shall be applicable to you and shall be incorporated into this agreement.
2. In addition, current and/or amended University policies of general application shall apply to you. This includes, but is not limited to, the following:

* Discrimination, Harassment, and Affirmative Action in the Workplace;
* Electronic Communications Policy;
* Patent Policy;
* Policy on Substance Abuse;
* Regents Policy 1111 (Policy on Statement of Ethical Values and Standards of Ethical Conduct);
* Regents Policy 7706 (Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions);
* Reporting Child Abuse and Neglect;
* Sexual Violence and Sexual Harassment;
* Whistleblower Policy (Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities); and
* Whistleblower Protection Policy.

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1. To the extent that any applicable University conflicts with the express terms of this agreement, the terms of this agreement shall apply.

**G. REIMBURSEMENT OF EXPENSES INCURRED BY STAFF MEMBER**

With prior University approval, you shall be entitled to reimbursement of expenses (including travel expenses) incurred by you on behalf of the University in the performance of your duties. Reimbursement requests must be submitted in accordance with University policies on travel and expense reimbursement. These policies may be amended by the University at any time and those changes will be applicable to you.

**H. NCAA INFRACTIONS**

As required by the NCAA Bylaws, and notwithstanding any other provision of this Agreement, the parties hereby stipulate that:

1. As set forth in NCAA Bylaw 11.2.1(a) and 19.2.3, Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of any case involving allegations of infractions.  Such cooperation includes cooperation with any internal University investigation, but also cooperation with NCAA enforcement staff, the NCAA Complex Case Unit, the NCAA Committee on Infractions, the NCAA Independent College Sports Adjudication Panel and the NCAA Infractions Appeals Committee (collectively “NCAA Enforcement Staff”) in order to further the objectives of the NCAA, its infractions program, and its independent alternative resolution program.
2. As set forth in NCAA Bylaw 11.2.1(b), if Coach is found to be in violation of any rule or regulation of the NCAA, Coach shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures. Coach agrees that the University shall implement any such disciplinary or corrective actions imposed by the NCAA.
3. As set forth in NCAA Bylaw 19.2.3, “full cooperation” includes, but is not limited to:
   1. Affirmatively reporting instances of noncompliance to the NCAA via standard University process (e.g., reporting to Director of Intercollegiate Athletics or the LDO) in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
   2. Timely participation in interviews and providing complete and truthful responses;
   3. Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
   4. Disclosing and providing access to all electronic devices used in any way for business purposes;
   5. Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
   6. Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

**I. PUBLIC APPEARANCES/COMMERCIAL ACTIVITY**

The appointee shall make no public appearance, either in person or by means of radio or television, nor willingly allow the use of his/her name in conjunction with his/her relationship to the University when any such appearance or use of his/her name will result in unfavorable reflection upon the University. "Commercial activity" shall include any appearance by the appointee, either in person or on radio or television, or the presentation by the appointee of any news story or article for publication in any newspaper or periodical.

The provision of the above paragraph notwithstanding, the appointee and the Director of Intercollegiate Athletics may participate in seminars, clinics, banquets, celebrity events, media interviewing, or make speaking or consulting agreements without having received prior written consent from the Director of Intercollegiate Athletics, provided that the appointee’s participation in these activities results in no unfavorable reflection upon the University. If the Director of Intercollegiate Athletics is aware that the appointee’s participation in any of these activities will adversely affect the University, the Director of Intercollegiate Athletics may direct the appointee not to participate in these activities.

**J. GRATUITIES AND ANNUAL WRITTEN ACCOUNTING OF OTHER ATHLETICALLY-RELATED INCOME**

The appointee shall not accept any gratuities in connection with the performance of his/her duties, except with the prior approval of the Director of Intercollegiate Athletics per NCAA rules. The appointee shall annually report all athletically-related income from sources outside the University through management to the Chancellor of this University. The appointee, however, shall not be required to report any cash or cash equivalent (as opposed to tangible items) if the total amount received is $600.00 or less.

**K. ENDORSEMENTS AND USE OF NAMES/AFFILIATIONS**

The appointee shall not directly or indirectly use the NCAA's name or the appointee’s affiliation with the association in the endorsement of products or services. In addition, the appointee shall not directly or by implication use the University's name or logo in the endorsement of products or services without prior approval from the Director of Intercollegiate Athletics per NCAA rules.

**L. DISCLOSURES**

The appointee shall disclose to the University in writing before signing this Agreement the date and substance of any substantiated claims of misconduct that have been made against the appointee in his/her professional capacity before the date of this Agreement. This includes, but is not limited to, any substantiated claims made against the appointee that the appointee violated a prior employer’s policy, any NCAA regulations, or applicable law.

**M. TERMINATION DUE TO DISABILITY OR DEATH**

This Agreement shall terminate automatically upon the appointee’s death. If the appointee is unable to perform his/her essential job functions with or without reasonable accommodation, the University or appointee may terminate this Agreement.

# N. TERMINATION OF APPOINTMENT AND AT WILL STATUS

You are an at-will employee, which means your appointment may be terminated at any time by you or the University, with or without notice, and with or without cause, in a writing served on the other party. Although other terms and conditions can be changed from time to time at the discretion of the University, the at-will status of this agreement cannot be changed, amended, or altered.

Termination is not reviewable under PPSM 70: Complaint Resolution, except for complaints of discrimination.

1. **RENEWAL OR EXTENSION OF THE CONTRACT**

You and the University may agree to renew your appointment. In order for the renewal to be effective, you and the University must enter into a new employment agreement that sets forth the terms to the new agreement. In the alternative, the duration of the existing contract may be extended by mutual written agreement. The written extension must specify the new end date.

Non-renewal and non-extension of your contract are not reviewable under PPSM 70: Complaint Resolution, except for complaints of discrimination.

# P. GENERAL PROVISIONS

Except for any other agreements set forth in the University of California State Oath of Allegiance, Patent Policy, and Patent Acknowledgment this contract constitutes the entire agreement between the parties and supersedes any other prior agreements and any other representations made to you about the terms and conditions of your employment, whether written or oral. The terms of this agreement, except the at-will status, may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this agreement.

1. **OTHER CONDITIONS FOR EFFECTIVE CONTRACT**

This employment contract is not effective until you have completed all University payroll/personnel processing necessary to become a University contract employee. This includes, but is not limited to, the federal requirement that you provide to the University documentary evidence of your eligibility to work in the United States.

**Signatures**:

Kelly Barsky: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director

Intercollegiate Athletics

Human Resources: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chuck Haines: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Chancellor

Finance and Resource Management

Coach: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MSP Coach Contract 12/6/23 MSC