

# HEAD FOOTBALL COACH'S EMPLOYMENT CONTRACT

This contract, dated November 28, 2018, is between Texas State University (Texas State) and Jacob Spavital (Coach).

## 1. EMPLOYMENT

- 1.01. Employment. Subject to the terms of this contract, Texas State employs the Coach as its Head Football Coach and the Coach accepts this employment. As Head Coach, the Coach shall report directly to Texas State's Director of Athletics. This employment does not grant the Coach a claim to tenure.
- 1.02. Duties. As Head Football Coach, the Coach agrees to perform the following duties:
  - a. To perform faithfully and conscientiously the duties assigned by the Director of Athletics as specified in this contract.
  - b. To devote full time attention and energy to the duties of Head Football Coach; to promote Texas State's athletic program; and to avoid business or professional activities that prevent or distract the Coach from performing his duties.
  - c. To comply with the laws, policies, and rules that govern Texas State and its students and employees. These laws, policies, and rules include: (1) The Texas State University System *Rules and Regulations*; (2) the rules of the National Collegiate Athletic Association (NCAA); and (3) the applicable conference rules.
  - d. To use his best efforts to assure that all assistant coaches, employees, and others for whom the Coach is responsible perform their duties and comply with these laws, policies, and rules and to assume full responsibility for violations that jeopardize the University's standing with the NCAA or the applicable conference.
- 1.03. Support Staff. The Coach may select, retain, or reassign assistant coaches in consultation with the Director of Athletics, subject to NCAA and applicable conference rules.
- 1.04. Evaluation. The Director of Athletics will evaluate the Coach's performance periodically, but not less often than annually. The standards for evaluation include:
  - a. The usual and customary coaching activities, including positive instruction of and interaction with the student-athletes on field performance, cooperating with academic departments, and making best efforts to assure satisfactory academic progress;
  - b. The football team's competitiveness and performance on the field;
  - c. Recruiting;

- d. Assisting Texas State's Alumni Association, Bobcat Club, and other development activities;
- e. Cooperating with news media as provided in subsection f below;
- f. Representing Texas State, The Texas State University System (TSUS) and the University's athletic programs positively in private and public forums. This representation includes a strict requirement not to make statements to the press or in public that disparage or reflect negatively on the Board of Regents, TSUS, Texas State University, the Texas State University Department of Athletics, the Texas State University football program, or any of the above's regents, administrators or employees; and
- g. Performing duties assigned in writing by the Director of Athletics.

## **2. COMPENSATION**

- 2.01. Salary. In consideration for the Coach's satisfactory services under this contract, Texas State agrees to pay the Coach an annual salary and other compensation shown on Attachment A, which is made a part of this contract for all purposes. The base salary and other compensation shown on Attachment A are payable in monthly installments on the first working day of each month of this contract. Texas State may, in its discretion, increase this salary to reflect increases, bonuses, and merit given its other staff employees or otherwise to compensate for increases in his duties or responsibilities.
- 2.02. Deductions. The compensation that Texas State pays is subject to the same payroll deductions that apply to Texas State's other staff employees. These deductions include, for example, income tax and FICA withholding, health care deductions, and contributions to retirement plans.
- 2.03. Benefits. The Coach is eligible to participate in health and life insurance, retirement programs, benefits, and other voluntary payroll deduction programs on the same basis, and with the same employer contributions, that apply to Texas State's other staff employees.

## **3. TERM AND TERMINATION**

- 3.01. Term and Extensions. This contract will begin on November 28, 2018 and will terminate on November 27, 2023. This contract will be for a term of five years with an option for a two-year extension after a 24-month review at the discretion of Texas State.
- 3.02. Replacing Prior Contracts. This contract supersedes and replaces all prior contracts and agreements between the parties respecting the Coach's employment.
- 3.03. Buyout. If Texas State terminates this contract without cause, Texas State will pay Coach as liquidated damages an amount equal to 50% of the remaining outstanding Guaranteed Salary as set forth in Attachment A, scheduled to be paid

to Coach through the end of the Term (i.e., November 27, 2023). Said amount will be paid to Coach during the remainder of the scheduled Term in equal installments in accordance with Texas State's normal payroll policy, or may be paid in a lump sum at the option of Texas State University. Coach will have no duty to mitigate Texas State's liquidated damages hereunder, and there will be no set off should Coach secure another job prior to November 27, 2023.

3.04. Coach's Resignation. Coach shall have the right to terminate this contract at any time during the Term. If Coach terminates this contract for any reason other than death, disability, or significant health issue, then Coach agrees to pay Texas State as liquidated damages an amount equal to 50% of the remaining outstanding Guaranteed Salary as set forth in Attachment A, scheduled to be paid to Coach through the end of the Term (i.e., November 27, 2023). Said amount will be paid to Texas State within a one year period from the date of Coach's resignation, in 3 equal installments, with the first installment to be paid within 6 months of date of Coach's resignation.

3.05. Requirement to Follow Rules and Laws. The Coach is required to follow all of Texas State's rules and policies, including those of The Texas State University System. The Coach is also required to follow local ordinances and state and federal laws.

- a. Major violations of rules, policies, or laws subject the Coach to immediate termination of employment without further compensation.
- b. As provided in the *Rules and Regulations* of the Board of Regents, The Texas State University System (Chapter V, Section 1.13), Texas State may terminate this contract for cause without penalty and the Coach is not entitled to prior notice or reasons for non-renewal. "Cause" includes failure to perform the duties in Sections 1.04, with the exception of 1.04 (b), and 3.06 of this contract or otherwise for conduct constituting lewdness, moral turpitude, or any violation of the ethical policies in Chapter VIII of the System Rules and Regulations.
- c. Under these circumstances the Coach may grieve the termination using the grievance procedures available in the TSUS Rules and Regulations, Chapter V, Section 2.15, which govern in the event of a conflict.

3.06. Requirement to Follow NCAA and Conference Rules. The Coach is required to follow all applicable rules of the NCAA and the applicable conference, including the NCAA requirement to maintain an atmosphere of compliance with staff members and assistant coaches. If the Coach is found to be knowingly involved in significant or repetitive violations of these rules the Coach is subject to disciplinary action as set forth in NCAA and/or conference enforcement regulations. These disciplinary actions include suspension without pay or termination of employment.

- a. Further, if the NCAA or the conference imposes restrictions on the Coach's recruiting off campus, Texas State may suspend the Coach without pay or terminate his employment without further liability.
- b. Disciplinary sanctions up to and including termination relating to these provisions are within the discretion of the NCAA or the conference and apply notwithstanding any other provisions in this contract.

#### **4. OUTSIDE EMPLOYMENT AND ATHLETICALLY RELATED INCOME**

- 4.01. Approval Required. Before seeking, negotiating for, or accepting other full-time or part-time employment during the term of this contract, the Coach will inform the Director of Athletics of his intention to do so and will receive the Director of Athletics' approval. Outside employment must conform to the laws of the state of Texas and policies of the NCAA, applicable conference, Texas State, and the *Rules and Regulations* of TSUS. Approval will not be unreasonably withheld.
- 4.02. Athletically Related Income. Annually the Coach is required to receive approval from the Director of Athletics for athletically related income and benefits received from sources other than Texas State. The Coach's request must precede the receipt of such income and must be in writing and must provide the amount and the source of the income. These sources include income from: (1) annuities; (2) sports camps; (3) housing benefits, including preferential housing arrangements; (4) complimentary ticket sales; (5) radio and television programs; (6) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers; and (7) bonuses other than those included in this contract.

#### **5. PERSONAL SERVICES**

- 5.01. Other Coaching Employment. During the term of this contract, the Coach agrees not to accept employment as a coach at any institution that is a member of the same conference that Texas State is a member of, without first notifying the Director of Athletics and receiving his written approval. Permission will not be unreasonably withheld.
- 5.02. Enforcement. If Texas State is compelled to bring legal action to enforce its rights under this section 5, it will be entitled to its costs and attorney fees if it prevails, in whole or in part, in the cause of legal action.

#### **6. GENERAL PROVISIONS**

- 6.01. Governing Law. This contract and all claims arising from this contract shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this contract and all claims arising from this contract shall be brought in the federal or state courts serving Travis County in the State of Texas.

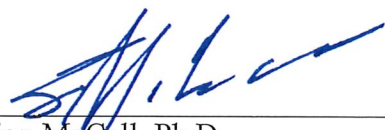
Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this contract, the terms of this paragraph shall control.

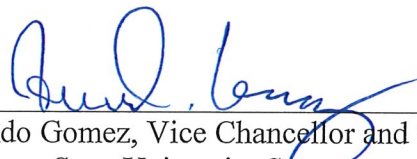
- 6.02. Entire Contract. This contract constitutes the entire agreement of the parties respecting this subject and it supersedes any prior written or oral understandings of the parties. This contract may not be amended except in writing, signed by the parties or their representatives.

Texas State University:

By:    
Denise M. Trauth Jacob S. Spavital  
President Head Football Coach

By:   
Larry Teis  
Director of Athletics

By:   
Brian McCall, Ph.D.  
Chancellor, The Texas State University System

Approved as to legal form:   
Fernando Gomez, Vice Chancellor and General Counsel  
The Texas State University System

## ATTACHMENT A

### COMPENSATION PACKAGE

**Guaranteed Salary:** \$ 800,000 per year

Guaranteed salary includes compensation for radio, television, and outside appearances. These appearances include radio and TV shows during each football season and additional radio shows for bowl games or a special season wrap-up show, plus departmental appearances at support organization lunches and special fundraising events.

**Monthly Car Allowance:** \$550

**Monthly Cell Phone Allowance:** \$50

#### ATHLETIC PERFORMANCE INCENTIVE:

Bowl game: one month's salary

#### ACADEMIC PERFORMANCE INCENTIVES (NOT CUMMULATIVE):

Greater than 960 \$7,500

Greater than 970 \$10,000

Greater than 980 \$12,500

#### OTHER FINANCIAL CONSIDERATIONS:

Moving expenses - reimbursed according to university policy and state law