

APPENDIX B

Contract of Employment

Regular Full-Time and Regular Part-Time Assistant Coach

Dear:

This will confirm your appointment as a Regular full-time [or Regular part-time with _____% FTE] assistant non-faculty coach of [insert sport] at _____ University of Pennsylvania of the State System of Higher Education (hereafter "State System"). This Contract of Employment (hereafter "Contract") is subject to renewal, non-renewal, roll-over, termination, or buy-out, as provided for in the Collective Bargaining Agreement (hereafter "CBA") between the State System and the Association of Pennsylvania State College and University Faculties (hereafter "APSCUF"). This Contract also is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the CBA, the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act except as modified by the CBA.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the Head Coach of [sport]. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly.

Your first year salary will be [\$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance with the CBA in effect at that time. You also are eligible

for other benefits, in accordance with the CBA, depending upon your status as a Regular full-time or Regular part-time assistant Coach.

NCAA Constitutional Bylaw, Article 11.2.1 states, “Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.”

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose. The most frequently used documents are a United States passport, a state driver’s license, a Social Security card, or a birth certificate. If you in possession of these documents, please bring them, in their original form, when timely reporting for work. If you are not in possession of these documents, a review of other acceptable documents can be made during the course of your appointment; however, it will be necessary for you to produce the required documents within three (3) days of your date of hire.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

Signature

Date