

ARTICLE 8 CONTRACTS OF EMPLOYMENT

Section 1. Appointment as a COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A, B or F. The Contract of Employment for a COACH employed on the effective date of this Agreement shall continue to be in force unless a COACH has been notified prior to the effective date of this Agreement that his/her Contract of Employment will not be renewed or extended.

Section 2.

A. Decisions not to renew or extend the Contract of Employment for any COACH shall not be reviewable in any manner through the grievance and arbitration procedure.

B. If the President or his/her designee decides not to renew or extend the Contract of Employment of a Regular full-time or Regular part-time COACH, the President or his/her designee will, upon request of the Regular full-time or Regular part-time COACH, communicate, in writing, the reasons for such action to the Regular full-time or Regular part-time COACH. Neither the decision nor the reason(s) shall be reviewable in any manner through the grievance and arbitration procedure.

Section 3. Regular Full-Time Head COACHES

A. Appointment as a Regular full-time head COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A.

B. During the first five (5) full consecutive years of employment as a Regular full-time head COACH at his/her UNIVERSITY, the President or his/her designee may, in his/her sole discretion, set the duration of the Contract of Employment or any renewal thereof for up to a maximum of three (3) years. A Regular full-time head COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at his/her UNIVERSITY for two (2) years following the expiration of the Regular full-time head COACH'S Contract of Employment.

C. After completion of five (5) full consecutive years of employment as a Regular full-time head COACH at his/her UNIVERSITY, a Regular full-time head COACH shall receive a three (3) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or his/her designee, be extended annually one (1) additional year.

D. The President or his/her designee shall provide sixty (60) days notice if the Contract of Employment of a Regular full-time head COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular full-time head COACH'S Contract of Employment for one (1) additional year.

Upon the expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice by the UNIVERSITY.

Section 4. Regular Full-time Assistant COACHES

A. Appointment as a Regular full-time assistant COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix B.

B. During the first five (5) full consecutive years of employment as a Regular full-time assistant COACH at his/her UNIVERSITY, the President or his/her designee may, in his/her sole discretion, set the duration of the Contract of Employment or any renewal thereof for up to a maximum of two (2) years. A Regular full-time assistant COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at his/her UNIVERSITY for two (2) years following the expiration of the Regular full-time COACH'S Contract of Employment.

C. After completion of five (5) full consecutive years of employment as a Regular full-time assistant COACH at his/her UNIVERSITY, a Regular full-time assistant COACH shall receive a two (2) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or his/her designee, be extended annually one (1) additional year.

D. The President or his/her designee shall provide sixty (60) days notice if the Contract of Employment of a Regular full-time assistant COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular full-time assistant COACH'S Contract of Employment for one (1) additional year. Upon the expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice by the UNIVERSITY.

Section 5. Regular Part-Time COACHES

A. Appointment as a Regular part-time COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A or B.

B. During the first five (5) full consecutive Contracts of Employment as a Regular part-time COACH at his/her UNIVERSITY, the President or his/her designee, may in his/her sole discretion, set the duration of the Contract of Employment or any renewal thereof up to a maximum of two (2) years. A Regular part-time COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at his/her UNIVERSITY for two (2) years following the expiration of the Regular part-time COACH'S Contract of Employment.

C. After completion of the fifth full consecutive Contract of Employment as a Regular part-time COACH at his/her UNIVERSITY, a Regular part-time COACH shall receive a two (2) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or his/her designee, be extended annually one (1) additional year.

D. The President or his/her designee shall provide sixty (60) days notice if the Contract of Employment of a Regular part-time COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular part-time COACH'S Contract of Employment for one (1) additional year. Upon expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice from the UNIVERSITY.

Section 6. Other Than Regular Full-Time and Part-Time COACHES

A. Appointment as other than a Regular full-time or Regular part-time COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix F.

B. The President or his/her designee may, in his/her sole discretion, set the duration of a Contract of Employment or any renewal thereof for a maximum of up to two (2) years.

Section 7. If a UNIVERSITY decides to drop a sport from the UNIVERSITY'S athletic program, the COACH will be reassigned and the compensation provisions will be honored for the term of the Contract of Employment or until the COACH is employed elsewhere.

Section 8. A President or his/her designee shall retain the right, at his/her sole discretion, to buy-out a Contract of Employment for any reason subject to the compensation and benefit obligations set forth in the Contract of Employment. Such a decision shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 9. If a UNIVERSITY hires a part-time COACH as a Regular full-time COACH and such action results in a change in duties and responsibilities, he/she shall be required to complete five (5) full consecutive years of employment as provided in Sections 3.B.or 4.B. above. Time spent as a part-time COACH at the UNIVERSITY may, at the sole discretion of the President or his/her designee, be counted toward the requirement to complete five (5) full consecutive years of employment at the UNIVERSITY.

Section 10. Any dispute between the COACH and the STATE SYSTEM/ UNIVERSITIES involving the interpretation or application of any provision of the COACH'S Contract of Employment will be subject to resolution through the grievance procedure set forth in Article 4 of this Agreement, except that a President's or his/her designee's decision not to renew, extend, or buy-out a Contract of Employment, shall not be subject to review in any manner through the grievance and arbitration procedure.

Section 11. Resignation

Any COACH who does not intend to return for the following sports year shall so notify the President or his/her designee at the earliest possible time, but not later than sixty (60) days prior to the resignation date.

Section 12. Notification

The President or his/her designee shall provide State APSCUF with a copy of any new contract of employment, letter advising a COACH that his/her contract of employment will be renewed or extended, letter advising a COACH that his/her contract of employment will not be renewed or extended, and letter of resignation submitted by a COACH. Such copies are for informational purposes and shall be mailed to State APSCUF on the day mailed or delivered to the COACH. Failure to provide such copies shall not adversely affect any action taken by the respective University.