

## HEAD BASKETBALL COACH'S EMPLOYMENT CONTRACT

This contract, dated December 1, 2017, is between Texas State University (Texas State) and Danny Kaspar (Coach).

### 1. EMPLOYMENT

- 1.01. Employment. Subject to the terms of this contract, Texas State employs the Coach as its Head Basketball Coach and the Coach accepts this employment. As Head Coach, the Coach shall report directly to Texas State's Associate Athletic Director of External Operations (Associate AD). This employment does not grant the Coach a claim to tenure.
- 1.02. Duties. As Head Basketball Coach, the Coach agrees to perform the following duties:
- a. To perform faithfully and conscientiously the duties assigned by the Associate AD or Director of Athletics as specified in this contract.
  - b. To devote full time attention and energy to the duties of Head Basketball 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 Rules and Regulations of the Board of Regents, Texas State University System; (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 Associate AD 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 court performance, cooperating with academic departments, and making best efforts to assure satisfactory academic progress.
  - b. The basketball team's competitiveness and performance on the court;
  - 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, its Department of Athletics, its basketball program, or any of the above's regents, administrators or employees; and

- g. Performing duties assigned in writing by Associate AD.

## 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 the media and outside appearance compensation 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 April 4, 2018, and will terminate on April 3, 2023. At the end of each year of this contract, if it is satisfied with the Coach's performance Texas State will present and recommend an extension of this contract to the Board of Regents, The Texas State University System. The parties will negotiate and agree on the length of each such extension, with the understanding that any extension plus the years remaining on the contract will not exceed five years. Texas State will use its best efforts to secure approval for each extension.
- 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. **Reassignment or Buy-Out.** If Texas State determines that the Coach should not continue to serve as its Head Basketball Coach, it may either:
  - a. By mutual agreement, reassign the Coach to other duties and pay his base salary for one year or for the remaining time under this contract, whichever is shorter. However, commencing the second year of the reassignment through the end of the term of this contract, the Coach's salary shall not exceed the salary of other persons with similar qualifications performing similar duties; or
  - b. Buy-out the remainder of the Coach's contract by paying him \$9,000.00 times the number of months remaining on the Coach's contract. Said sum may be paid on a monthly basis beginning on the date that the university informs the Coach that it has elected this option or may be paid in a lump sum. The Coach's duties with the university will end on the date that the university informs the Coach that it has elected this option.
  - c. If option b in this section is chosen, the Coach agrees that if he receives compensation from another coaching position during the time he is receiving buy-out payment from Texas State, Texas State may reduce the amount of the buy-out payments by the

amount that the Coach receives as compensation from his new employer in his coaching position. During the time he is receiving buy-out funds from Texas State, the Coach will promptly report any coaching employment to Texas State's Associate AD, including the name of the Coach's employer and the amount of compensation that the Coach receives.

- 3.04. Coach's Resignation. If the Coach resigns his employment with Texas State this contract will terminate immediately and Texas State will not be liable for any further compensation for the Coach. In addition, if the Coach accepts another employment position during the term of this contract, the Coach will pay Texas State \$9,000.00 times the number of months remaining on the Coach's contract on the date that he accepts the other employment position. Said sum may be repaid on a monthly basis or may be paid in a lump sum but must be fully paid within one year of the date of the 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, 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 Section 1.04, with the exception of 1.04 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 to Texas State's staff employees in UPPS No. 04.04.41 or in the System *Rules and Regulations*, 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 Associate AD of his intention to do so and will receive the Director of Athletics' approval. Outside employment must conform to state of Texas, NCAA, applicable conference, Texas State and TSUS laws and policies. Approval will not be unreasonably withheld.

- 4.02. Athletically Related Income. Annually the Coach is required to receive approval from the Athletic Director 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) country club memberships; (5) complimentary ticket sales; (6) radio and television programs; (7) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers; and (8) 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 Associate AD 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. The laws of the State of Texas will govern this contract. The parties will perform their obligations in Hays County, Texas. Neither Texas State nor TSUS waive their constitutional, statutory, or common law immunities or defenses as agencies of the State of Texas.
- 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  
Denise M. Trauth  
President  
1-31-18

Daniel J. Kasper 1-30-18  
Danny Kasper  
Head Basketball Coach

By: Larry Teis 1-30-18  
Larry Teis  
Director of Athletics

**ATTACHMENT A**  
**COMPENSATION PACKAGE**

**Guaranteed Annual Salary:** **\$302,079.00**

A courtesy car or stipend will also be included above and beyond the base salary. Base compensation also includes any appearances on select radio, television, and outside appearances as requested by the Associate AD or Director of Athletics. Head Coach will also be required to attend departmental functions and appearances at support organization lunches and special fundraising events.

**ATHLETIC PERFORMANCE INCENTIVES:**

NIT or NCAA at large bid	\$20,000
Sun Belt Regular Season Championship	\$20,000
Sun Belt Tournament Championship	\$20,000
Sweet Sixteen Appearance	\$50,000
Final Four Appearance	\$75,000
National Championship	\$100,000

**ACADEMIC PERFORMANCE INCENTIVES (NOT CUMULATIVE):**

Greater than 950	\$7,500
Greater than 960	\$10,000
Greater than 970	\$12,500

**INCENTIVES WILL BE CAPPED AT \$100,000 IN ANY CALENDAR YEAR.**