

HEAD COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is between The University of Texas at San Antonio (the "University") and **Larry Coker** ("Coach") (collectively, the "Parties"). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Coach by the University.

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The Parties have entered into this Agreement because the University desires to employ Coach as the **Head Football Coach** for the period provided and Coach desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Coach's decision to enter into this Agreement and the University's desire to run a stable intercollegiate Football Program (the "Program"). The Parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Coach recognizes the importance of the maintenance and observance of the principles of institutional control over the Program. Coach agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement.

2. DEFINITIONS

As used in this Agreement (including within these paragraphs) the following terms shall have these meanings:

"NCAA" shall mean the National Collegiate Athletic Association, and its successor.

"C-USA" shall mean Conference USA, its successor or any other athletic conference of which the University may be a member.

"Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the C-USA or any successor of such association or conference, or by the Athletic Director in the conduct and administration of the Athletics Department.

"University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the University or by the Board of Regents of The University of Texas System.

3. TERM OF EMPLOYMENT

The term of this Agreement shall begin on **September 1, 2014**, and shall terminate on **August 31, 2019** (the "Term"), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

4. COACH'S DUTIES AND RESPONSIBILITIES

A. **Recognition of Duties.** Subject to the other provisions of this Agreement, Coach shall devote his full time, skill, and attention to the performance of his duties as the Head Football Coach at the University. He will report directly to and act and perform to the reasonable satisfaction of the Athletic Director, who will determine Coach's duties and responsibilities. Both Parties agree to meet and formally discuss all aspects of the operation of the Program within 45 days following the conclusion of each season.

B. **General Duties and Responsibilities.** In his position as Head Football Coach, he is responsible for the duties normally associated with a Division I football program including: prospect evaluation, recruiting, training, coaching, competing successfully, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Athletic Rules and University Rules, personnel supervision and evaluation, budgetary control, scheduling assistance, promotions, public relations, development activities and the overall effective performance of the Program's student-athletes and coaching staff.

C. **Specific Duties and Responsibilities.** The duties and responsibilities assigned to the Coach in connection with the Program are set forth below. Coach's job duties and responsibilities may be reviewed and revised from time to time by the Athletic Director, provided such duties are reasonable and consistent with duties typical of an intercollegiate head football coach who coaches at an NCAA Division I football program. The list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

(1) Coach will be responsible for customary coaching decisions including, without limitation, the systems and strategies used on the field (both in practice and actual game play), conduct of practice and training, selection of team members, position assignment of players, and all other matters relating to the preparation, practice for and playing of games.

(2) Coach will comply with the academic policies established by the University and the NCAA. Coach shall maintain an environment in which the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates.

(3) Coach will work to integrate the student-athletes and team into the whole spectrum of academic life so as to complement the University and its mission.

(4) Coach will oversee all aspects of prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other communications, and any travel-related activities of prospective student-athletes and the Program's coaching staff.

(5) Coach agrees to arrange for the scheduling of games for the Program and agrees that such scheduling will be mutually coordinated and agreed upon with the Athletic Director, in consideration of the overall needs of University Athletics. Coach will use reasonable efforts to arrange travel and scheduling by student-athletes in such a manner as to minimize lost classroom time. The Athletic Director or Athletic Director's designee will be the final authority on scheduling decisions.

(6) Coach shall maintain and enforce conduct (both on and off the field, disciplinary rules and sanctions, fairly and uniformly for all student-athletes in the Program so as to ensure academic and moral integrity while encouraging excellence.

(7) Coach has authority and responsibility to make decisions as to the hiring, continued employment, job titles, compensation and discharge of assistant coaches and all other personnel employed exclusively for the Program. All such decisions will be subject to the prior approval of the Athletic Director and the Human Resources Office.

(8) Coach agrees to conduct annual performance evaluations for all assistant coaches and to ensure that such assistant coaches comply at all times with all Governing Athletic Rules and University Rules.

(9) The employees referred to directly above in numbers (7)-(8) will report directly to and be supervised by Coach.

(10) Coach shall cooperate fully with the University in promoting the Program, the University's Athletic Fund, the University, the University's Alumni Association, and other University-affiliated organizations. Such cooperation includes, but is not limited to, (a) attendance and participation at meetings, events, and media outlets of the University and University-affiliated organizations; (b) endorsement of products and performance of promotional services; and (c) personal appearances, in each case as directed by the Athletic Director.

(11) For the period that Coach is the Head Football Coach at the University, Coach will be required to assist in the production of and to appear on any radio or television show that features the Program, including, but not limited to, any weekly radio and television shows.

(12) Coach will continue to work with the University and use his best efforts to continue raising funds necessary to adequately fund the Program. Coach shall allow his

name, likeness, and biographical sketch to be used by the University for fundraising and for any other reasonable purpose that supports the Program or the University.

(13) Coach will be required to perform such services in connection with summer camps as may be assigned by the Athletic Director.

(14) Coach recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by senior administrators.

(15) If the University enters into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for the University's intercollegiate athletics department or the Program, then in accordance with the terms of such agreements, Coach will participate in promotional activities and endorse those Products that are provided for use in the Program. Coach, the assistant coaches, athletes and other personnel of the Program will be required to use the Products in practice, games, and at public appearances in accordance with the terms of any such agreements.

(16) Coach shall also perform such other duties and responsibilities that are consistent with his position as may be assigned from time-to-time by the Athletic Director.

D. NCAA and Other Governing Athletic Rules and University Rules.

(1) Coach agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletic Rules and University Rules. In the performance of all his duties and obligations under this Agreement, Coach will abide by and comply with all Governing Athletic Rules and University Rules and all decisions issued by the University. Violations of any Governing Athletic Rules or University Rules by Coach will be sufficient cause for disciplinary action.

(2) It shall be the responsibility of Coach to promote an atmosphere of compliance within the Program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Coach. If, at any time during the Term of this Agreement, Coach knows, or has reasonable cause to believe that he or any student-athlete or coach of any university athletic program, any student, faculty member, or agent or employee of the University, or any outside individual has violated, or allowed or caused to be violated, any Governing Athletic Rules or University Rules, or if Coach receives notice or information that the NCAA or the C-USA intends to investigate or to review any alleged violations of Governing Athletic Rules or University Rules, or if Coach receives notice or information that any law is alleged to have been violated by any student-athlete or coach of any University athletic program, including himself, he must immediately report such information, knowledge or belief to the Compliance Coordinator. Such information, knowledge or belief should also be immediately reported to the Athletic Director unless there are allegations that the Athletic Director was complicit in the alleged violation.

(3) If Coach is found to be in violation of Governing Athletic Rules, whether while employed by the University or during prior employment at another NCAA member institution, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Coach may be terminated as provided in Section 7.A of this Agreement.

E. Reassignment of Duties. Throughout the Term of this Agreement, Coach shall use his best full-time energies, efforts, and abilities for the exclusive benefit of the University. It is understood by the Parties, however, that at the discretion of the Athletic Director, Coach may be removed from the duties and responsibilities as Head Football Coach and reassigned to other duties and responsibilities within the Athletic Department. In the event of such reassignment, beginning on the date of such reassignment, Coach's total compensation for the performance of such reassigned duties and responsibilities shall be the Base Salary in effect at the date of reassignment, which salary is listed in Section 6.A.(1) of this Agreement. The University's obligations under Section 6.B shall terminate upon reassignment at the University's sole discretion. Upon cessation of his coaching duties and responsibilities, Coach shall voluntarily relinquish all appointments on NCAA or athletic conference committees, subcommittees and/or councils of any nature if so requested by the University. If the University exercises its right to reassign Coach and the coach refuses to accept such reassignment, the University may terminate this Agreement pursuant to Section 7.A.

5. OTHER EMPLOYMENT

During the Term of this Agreement, Coach shall either: (a) not engage in any other employment, act in a consulting or independent contractor capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the University; or (b) be permitted to engage in outside employment only after receiving the prior written approval of the President of the University. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Coach shall make a written annual report through the Athletic Director to the President of the University specifying the amount of all income and benefits from approved sources outside the University. Except when Coach is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Coach may not be identified as the Head Football Coach at the University (1) for purposes related to any employment, consulting, or athletically related activities of Coach, other than for the University, or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

The Parties agree that, should another coaching opportunity be presented to Coach during the Term of this Agreement, Coach must notify the Athletic Director of such opportunity or interest and permission must be given to Coach by the Athletic Director before any discussions can be held by Coach or his representative with the anticipated coaching position principals. Such permission shall not be unreasonably withheld.

6. COMPENSATION AND BENEFITS

A. Base Salary.

(1) Effective **September 1, 2014**, the annual Base Salary for duties performed by Coach under this Agreement shall be the amounts listed below, payable in 12 monthly installments. The Base Salary will be reviewed at least annually and may be adjusted as required by the legislature or as deemed appropriate by the University.

<u>Contract Time Period</u>	<u>Base Salary</u>
September 1, 2014 – August 31, 2015	\$400,000.00
September 1, 2015 – August 31, 2016	\$425,000.00
September 1, 2016 – August 31, 2017	\$450,000.00
September 1, 2017 – August 31, 2018	\$475,000.00
September 1, 2018 – August 31, 2019	\$500,000.00

(2) Coach will also receive all other regular employment benefits provided by the University to similarly-situated administrative and professional non-tenured, at-will employees of the University, and such benefits may be modified or terminated. Coach acknowledges and agrees that such regular employment benefits may be modified from time to time, including, without limitation, terminated, as provided for by legislative action of the State of Texas or by action of the Board of Regents of The University of Texas System or the University.

B. Fringe Benefits. For the period that Coach serves as the University's Head Football Coach, he will also be entitled to the compensation and benefits found in this Section 6.B. Each of these benefits is subject to the University Rules and Governing Athletic Rules. In the event any of these benefits does not comply with the University Rules and Governing Athletic Rules, the non-compliant benefit(s) shall be null and void.

(1) Summer Camps. The University will sponsor summer football camps for youths. For the period that Coach is the Head Football Coach, for performance of services in connection with such camps as may be assigned by the Athletic Director, Coach will be paid the net proceeds for each camp. Net proceeds are defined as revenues less expenses as determined by the University in accordance with generally accepted accounting principles. Coach shall use reasonable business judgment to determine the fair and reasonable amount to be paid to each assistant coach and others for summer camp service and such amounts will be treated as expenses. Payment to Coach will be made within 30 days after submission of complete summer camp financial records to the Athletic Director or her designee, which records must be satisfactory to the Athletic Director, and such financial records must be reconciled. In no event shall the payment be later than the end of the calendar year in which the camp ends. In the event a summer camp fails to yield net proceeds, the University maintains no obligation for payment to Coach. Coach shall not be entitled to conduct or direct summer camps that are not sponsored by the University.

(2) Automobile. For the period that Coach is Head Football Coach, the University will either (1) obtain a courtesy automobile from a local dealership for Coach's use or (2) pay Coach a \$500.00 monthly car allowance. Coach will comply with all University Rules and Governing Athletic Rules relating to the use of the car or the car allowance. At a minimum, if a courtesy car is provided to Coach, he will report the business and personal use of the automobile monthly to the Office of the Vice President for Business Affairs in a format determined by that office. The personal use of such automobile will be valued according to the guidelines of the Internal Revenue Service and reported as income to Coach.

(3) Home Game Tickets. While serving as the head football coach, Coach shall receive twenty-four (24) tickets to each UTSA home football game to distribute at his discretion. Coach may not sell or barter such tickets.

(4) Home Game Suite. While serving as the head football coach, Coach shall have use of one suite at the Alamodome during each UTSA home football game.

(5) Country Club Membership. For the period that Coach is Head Football Coach, he will receive one social membership at the Dominion Country Club.

(6) Spousal Travel. It is understood by the parties that while Coach is serving as the Head Football Coach, his spouse may be called upon from time to time to travel and/or attend various functions on behalf of the University. When engaged in such activities and subject to any limitations or conditions placed by Rules or Regulations, Coach's spouse will be entitled to reimbursement for travel and other reasonable and necessary expenses incurred while engaging in such official activities, provided that such activities are at the direction of and have the prior approval of the Athletic Director.

(7) Television, Radio and other Media Events. UTSA may, but shall not be obligated, to pay Coach additional amount(s) ("Supplemental Pay") not to exceed a total of 25% of the Base Salary during any time period specified in 6.A.(1). Supplemental Pay shall be based on Coach's participation in television, radio, and other media events promoting the program; specifically the number and quality of those events. The provision and timing of such additional payments, if any, shall be in sole discretion of UTSA and require the specific approval of the UTSA Athletic Director and the UTSA Vice President for Student Affairs. No payment for Supplemental Pay shall be made for any time period in 6.A.(1) that has expired.

C. Performance Incentives. As a bonus, to supplement Coach's compensation, as set out herein, the University agrees to pay the following sums upon attainment of each specified goal, provided the Program is in compliance with all Governing Athletic Rules and University Rules, and there are no pending or active NCAA or C-USA investigations or major violations of which Coach knew or should have known. Coach must also complete the football season as Head Football Coach to receive any performance incentives for that season. Payment will be made to Coach within 60 days after goal is accomplished.

(a) **\$10,000.00** in any contract year in which the team wins the C-USA Divisional Championship.

(b) **\$25,000.00** in any contract year in which the team wins the C-USA Championship.

(c) **\$15,000.00** in any contract year in which the team participates in a non-College Football Playoff, or non-major, bowl game; or

(d) **\$50,000.00** in any contract year in which the team participates in a College Football Playoff, or major, bowl game.

(e) **\$100,000.00** in any contract year in which the team wins the National Championship.*

(f) **\$10,000.00** in any contract year in which Coach is selected C-USA Coach of the Year.

(g) **\$25,000.00** in any contract year in which Coach is selected National Coach of the Year by the American Football Coaches Association, Associated Press, or the Maxwell Football Club.

(h) **\$10,000.00** in any contract year in which the team APR exceeds the NCAA Division I national average.

* The maximum amount Head Coach can receive in any contract year for team performance incentives (a) – (e) is \$185,000.00.

D. Deductions from Compensation. Payments to Coach by the University pursuant to the terms of this Agreement shall be subject to all deductions required by state and federal law or regulation. The University will make such other deductions permitted by law and authorized by Coach in writing.

7. SUSPENSION AND TERMINATION

A. Suspension or Termination by the University for Cause. The University shall have the right and option to either suspend Coach for a period of time with or without pay or to terminate Coach's employment and this Agreement for cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In no case shall the University be liable to Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Coach as a result of the University's termination of his employment. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

(1) Failure or refusal by Coach to perform any of the obligations, duties or responsibilities outlined in Section 4 or any refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of Coach's abilities; or

(2) A serious or major violation or a pattern of violations, whether intentional or negligent, by Coach of any Governing Athletic Rules or University Rules, which violation may, in the sole judgment and discretion of the Athletic Director, reflect adversely upon the University, its athletics program, or The University of Texas System, including, but not limited to, any violation which may result in the University being investigated or placed on probation by the NCAA or any Conference; or

(3) A serious or major violation or a pattern of violations of any Governing Athletic Rules or University Rules, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under Coach's supervision and direction, including student-athletes in the Program, which violation was known (or reasonably should have been known) by Coach in the course of his normal duties, and which may, in the sole judgment and discretion of the Athletic Director, reflect adversely upon the University, its athletics program or The University of Texas System, including, without limitation, any violation which may result in the University being investigated or placed on probation by the NCAA or the Conference; or

(4) Failure by Coach to report immediately to the Compliance Coordinator and, when appropriate, to the Athletic Director, any alleged violations of the Governing Athletic Rules or University Rules by Coach or by members of Coach's coaching staff, student-athletes, or other persons under Coach's direct control or authority that become known to Coach; or

(5) Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the C-USA, or any other governing body concerning or related to the supervision of the Program, or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

(6) Any fraud or dishonesty by Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by The University of Texas System, the University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the Program; or

(7) Any conduct, including acts or omissions, that misleads the University or the Athletic Director about any matters related to the Program, including matters related to the Coach, any assistant coaches or other staff members or any student-athletes; or

(8) Any prolonged absence from the performance of Coach's obligations, duties and responsibilities under this Agreement without prior consent of the Athletic Director; or

(9) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

(10) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by the University Rules or Governing Athletic Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids or other chemicals by any student-athlete in a manner which is prohibited by the University Rules or Governing Athletic Rules, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical testing program(s); or

(11) Engaging in a relationship with any student-athlete, whether it is consensual or not; or

(12) Any conduct (a) that the University administration reasonably determines is unbecoming to a head coach and reflects poorly on the University, the Program, or The University of Texas System; or (b) resulting in a criminal charge being brought against Coach involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or

(13) Any cause adequate to sustain the termination of any regular staff employee of the University.

The University shall have no obligation to use progressive discipline regarding Coach's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline.

B. Termination by the University without Cause. The University shall have the right to terminate Coach's employment and this Agreement without any reason and without cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Coach pursuant to this Agreement shall cease as of the date of any such termination, (2) Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al), (3) the University will pay to Coach, in lieu of any and all other legal remedies or equitable relief available to Coach, liquidated damages equal to the remaining years of the contract term Base Salary that Coach is receiving at the date of such termination for the duration of the Payout Period, which begins on the date of such termination and ends on **August 31, 2019**. Such liquidated damages shall be paid on a monthly basis through the Payout Period.

Coach acknowledges his obligation to minimize the payments due to him under Section 7.B and agrees to make every reasonable effort to obtain other employment as long as the University has the obligation to make payments under Section 7.B. If Coach obtains new employment the Payout Period, the University's financial obligations under Section 7.B shall be reduced by the total compensation received by Coach in his new position, including employee benefits, whether in cash, deferred payments, or in kind. If Coach's salary in his new position exceeds that which Coach would have been paid at the University, the University's financial obligations would immediately cease. Coach shall immediately, upon acceptance of other employment, notify the Athletic Director in writing of such employment and the total compensation to be paid to Coach for the employment. In addition, Coach agrees to provide the University with a copy of his W-2 form for each calendar year as long as the University has the obligation to make payments under Section 7.B.

If the University ends this Agreement without cause prior to the termination date stated in Section 3 above, in accordance with the provisions of Section 7.B hereof, the University in no case shall be liable for Coach's loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearance, personal appearance, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships or from any other sources that may result from the University's termination of this Agreement without cause.

C. Termination of Employment by Coach. The Parties agree that Coach has special, exceptional and unique knowledge, skill and ability as a football coach which, in addition to the continuing acquisition of coaching experience at the University, as well as the University's special need for continuity in its football program, render Coach's services unique. Coach further recognizes that his promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Head Coach of the Program. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Coach with the University prior to the expiration of this Agreement and coach at another intercollegiate football program. Accordingly, Coach agrees that in the event he resigns or otherwise terminates his employment under this Agreement prior to the expiration of the initial term of this Agreement and accepts a coaching position at another intercollegiate Division I football program or a coaching position with a professional football organization, he shall pay to the University as liquidated damages, and not as a penalty, the following amounts:

- (a) If Head Coach leaves during the **first or second year** of this Agreement, he will pay the University **75% of the current year's Base Salary**;
- (b) If Head Coach leaves during the **third or fourth year** of this Agreement, he will pay the University **50% of the current year's Base Salary**;
- (c) If Head Coach leaves during the **fifth year** of this Agreement, he will pay the University **25% of the current year's Base Salary**.

Payment of said liquidated damages will be in a single lump sum amount with payment to be made within 30 days of Coach ceasing to be the Head Coach. If Coach terminates his employment under this Agreement prior to its expiration in accordance with Section 7.C, his compensation and benefits, to the extent not already vested, shall cease upon the termination date.

D. Waiver of Claims. The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither Coach nor the University shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including, without limitation, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, camp or other outside activity, or exception income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or Coach of information or documents required by law. Coach acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, Coach shall have no right to occupy the position of Head Football Coach and that his sole remedies are provided herein and shall not extend to injunctive relief.

E. Termination for Disability/Death. If Coach dies or becomes permanently disabled to the extent that, in the judgment of the Athletic Director, Coach cannot satisfactorily perform the duties of Head Football Coach ("Inability to Perform"), this Agreement shall terminate and all obligations of the University to compensate Coach pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Coach or Coach's estate in accordance with this Agreement for services performed prior to the termination date and Coach or Coach's estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Coach is or was enrolled.

F. Covenant Not to Recruit Previously Identified Players. Coach agrees that he will not, for a period of one year after resignation and acceptance of employment with another collegiate football program, personally contact or otherwise seek to recruit any high school senior or transfer prospective student-athlete (a prospective student-athlete who is eligible for admission to the University or who has started classes for his/her senior year in high school) previously contacted or recruited by the University.

8. MISCELLANEOUS

A. Merger and Amendment. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties.

B. Unenforceability of Provisions. The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.

C. Governing Law. This Agreement shall be construed, enforced, and governed by and in accordance with the laws of the State of Texas. The University and Coach agree that venue for any dispute arising from or related to employment shall be in Bexar County, Texas. This provision does not prevent the University from removing to federal court any action brought in state court, and Coach hereby consents to, and waives any objections to such removal.

D. Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

E. Mutual Understanding. Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.

F. Confidentiality; University Records. All materials or articles of information, including, without limitation, financial records, personnel records, recruiting records, team information, films, statistics and any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's or Coach's direction or supervision, are and shall remain the sole and confidential property of the University. Within 10 days of the expiration of this Agreement or its earlier termination with or without cause by either party, Coach shall immediately cause any such materials in his possession or control to be returned and delivered to the University and he shall not be entitled to retain any copies thereof. At the same time, Coach shall return all credit cards and keys issued to him by the University.

G. Counterparts. This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement.

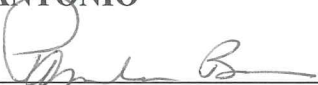
H. Disclosure. The parties acknowledge and agree that the University is required to comply with the Texas Public Information Act.

I. Review. This Agreement is subject to review and approval by the Executive Vice Chancellor for Academic Affairs and the Board of Regents of The University of Texas System.

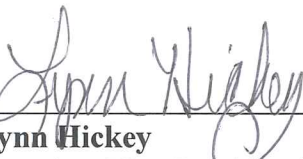
IN WITNESS WHEREOF, the Parties hereto, having represented and warranted their authority to enter into and execute this Agreement, has executed this Agreement effective as of the last date written below.

UNIVERSITY:

**THE UNIVERSITY OF TEXAS AT
SAN ANTONIO**

By: 
Pam Bacon
Associate Vice President for Administration

Date: 12.19.2014

By: 
Lynn Hickey
Associate Vice President/Director of
Athletics

Date: 9/10/14

COACH:


Larry Coker

Date: 9/16/14

APPROVED:

Pedro Reyes
Executive Vice Chancellor for Academic Affairs
The University of Texas System

Date: _____

