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**UNIVERSITY OF NORTH TEXAS  
HEAD FOOTBALL COACH  
EMPLOYMENT AGREEMENT**

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## UNIVERSITY OF NORTH TEXAS HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

This Head Football Coach Employment Agreement (“Agreement”) is made and entered into by the University of North Texas (“UNT”) and by Seth Littrell (“Coach Littrell”) to employ Coach Littrell to serve as Head Football Coach of the University of North Texas Intercollegiate Football Team (“Team”), effective December 7, 2015.

WHEREAS, UNT and Coach Littrell are entering into this Agreement because UNT desires to hire Coach Littrell as its Head Football Coach with Coach Littrell’s assurance that he will serve the entire Term of this Agreement, a long-term commitment by Coach Littrell being critical to UNT’S desire to maintain a stable athletics department and program (“Athletics Program”);

WHEREAS, UNT and Coach Littrell agree that head coaches of teams in UNT’S Athletic Program conduct professional activities under circumstances unique in the family of UNT employees, including compliance with NCAA and athletic conference rules and regulations, and evaluation and scrutiny of team performances by the public and media; and

WHEREAS, the circumstances of Coach Littrell’s employment justify job security and commitment by Coach Littrell longer than one year but less than a continuous appointment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be bound hereby, UNT and Coach Littrell agree as follows:

### ARTICLE I EMPLOYMENT OF COACH

1.01 Employment of Coach. UNT employs Coach Littrell as Head Football Coach of its Intercollegiate Football Team, and Coach Littrell accepts employment as outlined in this Agreement. Coach Littrell understands and agrees that this Agreement, applicable NCAA and Conference Rules and Regulations (as defined in 4.01(e) below), and policies and procedures incorporated by reference herein contain all the terms, conditions, and understandings of the parties regarding Coach Littrell's employment by UNT.

1.02 Reporting to Athletic Director. Coach Littrell shall work under the immediate supervision of and report directly to the UNT Director of Athletics (“Athletic Director”), or Athletic Director's designee, and shall be employed at the discretion of Athletic Director and the President of the University of North Texas (“President”) as defined herein.

1.03 Approval by Board of Regents. Notwithstanding any provision to the contrary, this Agreement is subject to and contingent upon approval by the Board of Regents of the University of North Texas System, by board action or delegated authority. Any amendment, renewal, or extension may require Board of Regents approval pursuant to the Regents Rules of the University of North Texas System.





1.04 Performance of Duties. Coach Littrell shall perform those duties set forth in this Agreement and, without limitation, such other related duties as may reasonably be assigned by and to the satisfaction of Athletic Director so long as such duties are consistent with those generally applicable to a Head Football Coach of an FBS football team.

## ARTICLE II TERM OF AGREEMENT

2.01 Term of Agreement. The initial Term of this Agreement shall begin on the Effective Date and end on January 31, 2021, ("Expiration Date"), subject to any early termination provisions provided in this Agreement. The first contract year will run from the Effective Date through January 31, 2017. Each successive contract year will run from February 1 through January 31 of the following year.

2.02 Renewal and Extension of Agreement. The Term of this Agreement may be renewed and extended only by written agreement signed by authorized representatives of both parties, subject to any approvals that must be obtained in accordance with applicable law or policy.

2.03 No Tenure. This Agreement does not guarantee or grant to Coach Littrell any claim to tenure in employment, continued employment, or any other term or right to employment except as expressly provided in this Agreement. UNT may exercise complete discretion in determining whether or not to extend any offer of renewal and extension.

## ARTICLE III COMPENSATION

3.01 Compensation for Services. Subject to the provisions of this Agreement, UNT shall provide the following compensation to Coach Littrell:

- (a) Salary. While acting as Head Football Coach during the Term of this Agreement, Coach Littrell will be paid the Annual Base Salary as set forth on Attachment "A" for services and satisfactory performance of the terms and conditions of this Agreement, payable to Coach Littrell on a monthly basis through UNT's payroll system during the Term of this Agreement, and subject to such withholdings as may be required by applicable federal, state, or local laws, and prorated for partial years or months.
- (b) Benefits. UNT will provide Coach Littrell those benefits, excluding vacation, provided to members of UNT regular staff. These include, but are not limited to, sick leave, contributions to and/or eligibility for health and group life insurance for the employee and optional coverage for the employee's family, contributions to the appropriate retirement program, and allowance for use of a personal cell phone, personal digital assistant, or personal computing device. Coach Littrell is required by state law to contribute to his retirement account each month through withholding from his paycheck. Benefits may be changed from time to time as mandated by the State of Texas or as determined by UNT.
- (c) Paid Vacation and Unpaid Administrative Leave. Coach Littrell shall be entitled to twenty-five (25) days of paid vacation per calendar year which may be taken on such dates as approved in advance by the Athletic Director. In addition, the Athletic Director may, in his sole and absolute discretion, allow Coach Littrell to take unpaid administrative leave on such dates as approved in advance by the Athletic Director. Paid vacation shall not accumulate and may not be carried



forward to the following calendar year. Paid vacation and unpaid administrative leave shall have no cash value upon expiration or termination of this Agreement.

- (d) Courtesy Car. While acting as Head Coach of the Team, UNT may, in its sole discretion, provide a courtesy car. Assignment of a courtesy car shall not afford Coach Littrell any ownership rights whatsoever in the courtesy car. Coach Littrell shall be responsible for maintaining the vehicle in good working order. No unauthorized individual will be permitted to drive the assigned courtesy car. Authorized individuals are Coach Littrell and other UNT Athletics staff members who maintain a valid Texas Driver's License and motorist insurance, as required by law. UNT reserves the right to demand immediate surrender of the courtesy car at any time. Upon termination or expiration of this Agreement, Coach Littrell shall immediately surrender the courtesy car to UNT. Coach Littrell shall be liable for any amounts needed to repair the courtesy car, normal wear and tear excepted. Coach Littrell acknowledges that the use of a courtesy car is, and shall be reported as, a taxable benefit.
- (e) Annual Automobile Allowance. While acting as Head Coach of the Football Team, Coach Littrell shall be paid an Annual Automobile Allowance as more particularly shown on Exhibit "A" to cover costs of operating a vehicle. This amount shall be paid on a monthly basis through UNT's payroll system during the Term of this Agreement, subject to such withholdings as may be required by applicable federal, state, or local laws, and prorated for partial years or months. This amount may be used to cover the cost of automobile fuel, insurance, repair, and maintenance. Coach Littrell shall not be entitled to reimbursement for mileage incurred within the Denton-Dallas-Fort Worth metropolitan area. Coach Littrell may be reimbursed for mileage incurred as a result of official UNT business outside the Dallas, Denton, Fort Worth metropolitan area in accordance with UNT Travel Policy and state law.
- (f) Other Compensation. While acting as Head Coach of the Football Team, Coach Littrell shall be paid other compensation on such basis as set forth on Attachment "A", subject to such withholdings as may be required by applicable federal, states, or local laws.
- (g) Merit Pay. Athletic Director, with the approval of the President, may provide merit pay to Coach Littrell on an annual basis. Merit pay, if any, will be based on the Team's athletic and academic performance as well as conduct of Coach Littrell and the Team on and off the field. Nothing herein shall be construed to create any expectation of merit pay.
- (h) No Mandated Increases. Compensation paid or to be paid under this Agreement shall not be subject to legislatively mandated or other UNT increases in salary.

3.02 Incentives. While acting as Head Football Coach during the Term of this Agreement, Coach Littrell may earn and qualify to receive Incentives, if any, as set forth on Attachment "A". Unless expressly stated otherwise, Incentive payments shall be paid to Coach Littrell no later than the third monthly pay period following the date on which the Incentive was earned. If this Agreement is terminated for any reason, UNT shall have no obligation to pay any Incentive that was not fully earned prior to the date of termination.

3.03 No Compensatory Time. Coach Littrell is expected to work the necessary hours to fulfill the duties of employment and shall not be entitled to compensatory time or any overtime.





3.04 Travel Expenses. Subject to the limitations in Subsection 3.01(e) above, reimbursement shall be provided for reasonable and necessary travel, meal, and incidental expenses incurred by Coach Littrell that are directly related to performance of responsibilities set forth in this Agreement. Reimbursement will be provided to Coach Littrell for spousal travel to away football games, bowl games, and NCAA and Conference USA meetings and activities that provide opportunities to advance the UNT Athletics Program through coach/spouse activities. Reimbursements shall be made in accordance with UNT policy and applicable state and federal law. It is further understood and agreed that certain spousal travel reimbursements may be a benefit taxable to Coach Littrell under the Internal Revenue Code.

3.05 Summer Youth Football Camps. UNT has the exclusive right to operate summer youth football camps on its campus using UNT facilities. If Coach Littrell participates in UNT'S summer youth football camps, compensation will be established by separate agreement with UNT and shall be in addition to the Salary paid pursuant to Subsection 3.01(a) above.

3.06 Club Membership. UNT will provide one membership at Denton Country Club for Coach Littrell's use. Such membership shall be for the purpose of entertaining individuals who support or may support UNT and reimbursable club spending limits may be determined by UNT as it deems appropriate. The membership may also be used for personal purposes; however, all charges incurred for personal purposes shall be paid by Coach Littrell. It is understood and agreed that Coach Littrell will not be provided membership at any club that engages in discriminatory practices in violation of applicable federal and state laws. It is further understood and agreed that club membership shall be subject to the terms of UNT System's accountable plan, and may be considered to be a benefit taxable to Coach Littrell.

3.07 Moving Allowance. With the Athletic Director's prior approval, UNT will reimburse Coach Littrell or pay third-party companies on behalf of Coach Littrell for personal moving expenses incurred as reasonable costs of moving household goods and personal effects from Coach Littrell's former residence to Coach Littrell's new residence. In accordance with IRS guidelines, receipts for reimbursement must be submitted within sixty days of completion of the move to be considered as qualified, nontaxable moving expenses. Expenses submitted for reimbursement after sixty days will be considered taxable income. Coach Littrell is required to provide receipts and other documentation to support all requests for reimbursement or direct payment to third-party companies, which shall be paid in accordance with UNT policies and state and federal law.

3.08 COBRA Reimbursement. Health insurance coverage through UNT System requires a minimum 60 day waiting period from the initial date of employment. Health insurance coverage will be effective the first day of the calendar month following completion of the 90 day period. Coach Littrell shall be reimbursed for COBRA health insurance coverage or an equivalent policy covering Coach Littrell and Coach Littrell's dependents from the initial date of employment until coverage as an employee begins. Receipts indicating payment must be provided to receive the insurance reimbursement.

3.09 Tax Liabilities. The compensation payable pursuant to this Agreement shall be subject to reduction by all applicable withholding, social security and other federal, state, and local taxes and deductions. Additionally, all compensation shall be subject to such deductions by UNT as are required to be made pursuant to government regulations or court order. Coach Littrell shall be responsible for any income tax liability incurred as a result of salary or other benefits provided by this Agreement.





#### ARTICLE IV DUTIES OF COACH

4.01 Duties of Coach. The duties of Coach Littrell shall include, but shall not necessarily be limited to, the following:

- (a) Devote Efforts. Coach Littrell will devote his best, ongoing, and exclusive efforts to the Team and the performance of all duties and responsibilities contemplated by this Agreement.
- (b) Support and Supervise Student-Athletes. Coach Littrell will observe and uphold all academic standards, requirements, and policies of UNT, will conduct himself at all times in a manner consistent with his position as an instructor of students, and will encourage and support student-athletes to perform to their highest personal, academic, and physical potential, including an emphasis on each student-athlete obtaining the highest possible grades and completing an undergraduate degree program. The parties agree that, although this Agreement is sports related, the primary purpose of UNT and this Agreement is to support UNT's educational mission. Thus, the educational purposes of UNT shall have priority in the various provisions of this Agreement. For example, a student-athlete may be declared not eligible for competition for academic reasons, because UNT believes the student-athlete would not be an appropriate representative of UNT, as a disciplinary sanction under UNT's student code, because UNT believes that the student-athlete is not eligible according to the rules for athletic competition specified by the NCAA or the Conference (as defined below), or for other reasons, in which event Coach Littrell shall abide by UNT's decision and any such action by UNT shall not be considered a breach of this Agreement. Coach Littrell will maintain and enforce conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes on the Team and in the UNT Athletics Program so as to insure academic and moral integrity while encouraging excellence.
- (c) Dedicate Effort. Coach Littrell will dedicate focused, attentive, and enthusiastic efforts to the Team, all coaching duties, Team members, and the success and furtherance of UNT's Athletics Program.
- (d) Comply with Policies. Coach Littrell will abide by and comply with all UNT policies and procedures and with all applicable policies and procedures established by Athletic Director in the conduct and administration of the Athletics Program. Coach Littrell will cooperate and assist with any UNT inquiry or investigation, including any inquiry or investigation involving the Team, the Athletics Program, or Athletics Program staff. In the event that Coach Littrell becomes aware, or has reasonable cause to believe, that violations of UNT policies and procedures may have taken place, he shall promptly report such violations or suspected violations to the Athletic Director. Coach Littrell will abide by all decisions issued by UNT.
- (e) Comply with NCAA and Conference Rules and Regulations. Coach Littrell agrees to abide by and comply in all respects with the constitution, bylaws, rules, regulations, advisory opinions, and interpretations, as amended (collectively "Rules and Regulations") of the National Collegiate Athletic Association ("NCAA") and the Rules and Regulations of the Conference with which UNT is a member or may be affiliated ("Conference") relating to the conduct and administration of UNT's Athletics Program. If Coach Littrell is found to be in violation of NCAA Rules and Regulations, whether while employed by UNT or during prior employment at another NCAA member institution, NCAA Bylaw 11.2.1, as amended, shall apply and Coach Littrell shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement





procedures. Coach Littrell may be suspended for a period of time with or without pay or the employment of Coach Littrell may be terminated as set forth below for significant or repetitive violations, whether by Coach Littrell or by Team staff, of NCAA or Conference Rules and Regulations or UNT policies and procedures. In the event that Coach Littrell becomes aware, or has reasonable cause to believe, that violations of NCAA or Conference Rules and Regulations or UNT policies and procedures may have taken place, he shall promptly report such violations or suspected violations to the Athletic Director and the Office of Mean Green Compliance.

- (f) Supervise Personnel. Coach Littrell will, as applicable, supervise and assess the job performance and all other incidents of employment of any coach or other personnel for whom Coach Littrell is administratively responsible.
- (g) Develop Programs. Coach Littrell will develop programs and procedures with respect to the evaluation, recruitment, training, and coaching of student-athletes that both foster successful competition and promote welfare and academic achievement, including undergraduate degree completion, of student-athletes.
- (h) Fulfill Responsibilities. Coach Littrell will fulfill all job responsibilities in a timely, thorough, constructive, and positive manner, including responsibility for appraisals, administrative processes, and reasonable efforts to attend all meetings reasonably specified by Athletic Director.
- (i) Job Description. The job description covering Coach Littrell's position as adopted by Athletic Director in accordance with UNT policies and procedures is incorporated herein for all purposes.
- (j) File Annual Account. Pursuant to NCAA Bylaw 11.2.2, as amended, Coach Littrell shall provide to Athletic Director and the President a written detailed annual account, in a form acceptable to Athletic Director, to identify and quantify all athletically related income and benefits derived from all sources other than the compensation provided by UNT under the terms of this Agreement.

4.02 Prohibitions. Conduct, activities, and benefits from which Coach Littrell shall be prohibited include, but shall not necessarily be limited to, the following:

- (a) Conflicting Activities. Coach Littrell shall not engage in any activities, whether business, personal, or professional, that will or might compromise his ability to fulfill, on a full-time basis and in a constructive and professional manner, all of the responsibilities and obligations specified in and contemplated by this Agreement. Coach Littrell shall also avoid any business or professional activities or pursuits that would unreasonably embarrass UNT or could, in any manner, bring harm to UNT's reputation.
- (b) Prohibited Conduct. Coach Littrell shall not engage in any conduct, whether or not related to the performance of duties under this Agreement, and shall not allow or condone conduct by any Team staff that constitutes or threatens an actual or perceived violation of any: (1) NCAA or Conference Rules and Regulations or UNT policies and procedures; (2) federal or state laws, regulations, rules, or agency advisory opinions; or (3) ethical principles applicable to higher education coaching positions.
- (c) Receipt of Other Benefits. Coach Littrell shall not receive, either directly or indirectly, compensation, remuneration, or any other benefit from any source other than UNT, for activities related to his professional standing or employment with UNT, except in accordance with UNT





policies related to outside income and benefits applicable to all full-time employees and only as expressly provided by this Agreement or upon obtaining on an annual basis prior written consent of Athletic Director, which consent shall not unreasonably be withheld. Sources of such income shall include, but are not limited to: (1) income from annuities related to Coach Littrell's position with UNT; (2) sports camps or private lessons; (3) housing benefits (including preferential housing arrangements); (4) country club memberships; (5) complimentary ticket sales; (6) television or radio programs; (7) endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; or (8) income from speeches, appearances, or written materials. For any such income, Coach Littrell shall provide the written detailed annual account as required herein.

- (d) No Discredit to UNT. Coach Littrell shall not engage in any business transactions or commerce, appear on any radio or television program or in any public forum, or make statements to the Athletic Program staff, student-athletes, media, or in any public forum that may reasonably bring undue criticism or discredit to UNT.
- (e) Not Enter into Agreements. Coach Littrell shall not enter into any oral or written agreement, letter of understanding, contract, or any other arrangement that seeks to bind, obligate, or involve UNT or its Athletics Program in any transaction whatsoever. All such agreements will be disclaimed by UNT, unless Coach Littrell submits any contemplated arrangement to the Associate Athletics Director for Business Affairs or the Associate Athletic Director's designee for development, processing, and approval, and such agreement is approved in accordance with UNT policies and procedures.
- (f) Athletic Shoe, Equipment, and Coaching Apparel. UNT retains the right to select and contract with athletic shoe, equipment, and coaching apparel manufacturers regarding the athletic shoes and equipment that the Team will wear and utilize during practice and competition, and the coaching apparel that Coach Littrell and the coaching staff will wear, promote, and endorse during practice, competition, or otherwise while representing UNT. Coach Littrell agrees that Coach Littrell and the coaching staff will honor such decisions by UNT and will not endorse, promote, or wear any product that is in direct competition with any manufacturer(s) selected by UNT. The Athletic Director may, in his discretion subject to the provisions of any apparel contract, from time to time assign to Coach Littrell and Coach Littrell's designees the right to receive or direct the receipt of certain amounts under such apparel contract.

4.03 Restrictive Covenant. The parties agree that Coach Littrell has special, exceptional, and unique knowledge, skill, and ability as a coach of intercollegiate football which, in addition to the continuing acquisition of coaching experience at UNT, as well as UNT's special need for continuity in the Team and Athletics Program, renders Coach Littrell's services unique. Coach Littrell recognizes that the loss of his services to UNT, without UNT's approval and release, prior to the expiration of the Term of this Agreement or any renewal thereof, would cause an inherent loss to UNT which cannot be estimated with certainty or fairly or adequately compensated by money damages. Coach Littrell therefore must notify UNT's Athletic Director of any sport-related employment opportunity presented to Coach Littrell by a third party or before any interview or negotiation can be held by Coach Littrell or Coach Littrell's agent(s) with representatives of such third party. Coach Littrell and Coach Littrell's agent(s) will not actively interview or negotiate for a position as a coach at any institution of higher education which is a member of the NCAA or for any team participating in any professional league or conference in the United States without notification to and permission of the Athletic Director, which consent shall not unreasonably be withheld. This restrictive covenant shall not apply to nor be construed to interfere with Coach Littrell's duty to mitigate upon termination of this Agreement by UNT without cause.





ARTICLE V  
TERMINATION, SUSPENSION, REASSIGNMENT

5.01 Mutual Agreement of the Parties. If UNT and Coach Littrell mutually agree in writing, this Agreement may be terminated on the terms and conditions and on the termination date stipulated in the writing.

5.02 Expiration of Term. Unless otherwise renewed or extended, the Term of this Agreement shall automatically terminate upon the Expiration Date of this Agreement.

5.03 Termination upon Death of Coach. This Agreement shall automatically and immediately terminate upon the death of Coach Littrell.

5.04 Termination by UNT for Cause. UNT may terminate Coach Littrell's employment and this Agreement by written notice to Coach Littrell for any of the following reasons before the Expiration Date of this Agreement. In no case shall UNT be liable to Coach Littrell for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from any outside activities as a result of such termination.

- (a) Disability. This Agreement may be terminated in the event that Coach Littrell suffers an injury, illness, or incapacity that prevents him from performing the essential functions of his position. In the event this Agreement is terminated due to a disability, Coach Littrell shall continue to receive his compensation under this Agreement to the end of the third full month following the date of disability, after which all obligations of UNT to make further payment and/or provide any other consideration hereunder shall cease.
- (b) Cause. UNT shall have the right to terminate this Agreement for cause. Cause shall be determined by the President or the President's designee at a meeting held for such purpose after fourteen (14) days prior written notice to Coach Littrell, which notice shall include reasons for the proposed termination. The meeting shall include an opportunity for Coach Littrell to respond. The decision of the President or the President's designee following the meeting shall be final. This Section and the definition of just cause is intended to give UNT the widest discretion permitted by applicable law. In the event this Agreement is terminated for cause, all obligations of UNT to make further payment and/or provide any other consideration hereunder shall cease as of the date of termination. The term "cause" shall include, without limitation and in addition to its normally understood meaning in employment contracts, the following:
  - (1) any deliberate and serious violation, any repeated failure to fulfill or violation by Coach Littrell of the duties outlined herein, or refusal or unwillingness by Coach Littrell to perform such duties in good faith and to the best of his abilities;
  - (2) a material breach of contract terms as reasonably determined by the President;
  - (3) any conduct resulting in a criminal felony indictment, or any misdemeanor information involving theft, dishonesty, or moral turpitude, being filed or brought against Coach Littrell by a grand jury or District Attorney;
  - (4) a serious or major violation or a pattern of violations, whether intentional or negligent, by Coach Littrell of any NCAA or Conference Rule or Regulation, whether while employed



by UNT or during prior employment at another NCAA member institution, or of UNT policy or procedure, which violation may, in the sole judgment and discretion of Athletic Director, reflect adversely upon UNT or its Athletics Program, including any serious or major violation which results or may reasonably result in UNT being investigated or placed on probation by the NCAA or the Conference;

- (5) a serious or major violation or a pattern of violations, or the allowing or condoning of any such violation or pattern of violations, by any coaching staff or other person under Coach Littrell's supervision and direction, including student-athletes on the Team, of which Coach Littrell knew, or should have known with the exercise of due diligence, and which violation may, in the sole judgment and discretion of Athletic Director, reflect adversely upon UNT or its Athletics Program, including any violation which results or may reasonably result in UNT being investigated or placed on probation by the NCAA or the Conference;
- (6) conduct of Coach Littrell, or conduct of any Team staff of which Coach Littrell knew, or should have known with the exercise of due diligence, and which conduct may, in the sole judgement and discretion of the Athletic Director, be materially prejudicial to the best interests of UNT or its Athletics Program or which violates UNT'S mission, rules, or policies, provided, however, this subsection shall not be applied to the Team's athletic performance or win-loss record; or
- (7) any reason adequate to sustain a for cause termination of any UNT regular staff employee.

5.05 Right to Suspend. If UNT has reason to believe that, or to initiate an investigation to determine whether, Coach Littrell is or was involved in any conduct constituting cause to terminate this Agreement, then UNT may, in its sole and absolute judgment and discretion and in addition to any other remedy available under this Agreement, suspend Coach Littrell pending a final decision concerning the matter. This Section is intended to give UNT the widest discretion permitted by applicable law.

5.06 Termination by UNT without Cause. UNT may terminate Coach Littrell's employment and this Agreement prior to its normal Expiration Date, without cause. Termination without cause shall mean termination of this Agreement on any basis other than those set forth in the preceding Sections and under circumstances in which UNT does not exercise its right to reassign Coach Littrell to another position as an employee of UNT. Termination without cause shall be effectuated by delivery of written notice to Coach Littrell of UNT'S intent to terminate this Agreement without cause, but any such notice shall provide at least thirty (30) days prior written notice before such termination becomes effective. If UNT exercises its right to terminate the Agreement under this Section, Coach Littrell shall be entitled to damages only as provided below.

5.07 Liquidated Damages upon Termination by UNT without Cause. If UNT terminates Coach Littrell's employment and this Agreement without cause prior to the Expiration Date, UNT shall pay to Coach Littrell, as liquidated damages, the following amount:

- (a) Salary. UNT shall pay Coach Littrell an amount dependent upon the contract year in which Coach Littrell is terminated. Those amounts are listed as part of Attachment "A" of this document. UNT'S obligation shall be paid on a monthly basis, shall be subject to Coach Littrell's duty to mitigate as set forth below, and shall be subject to deductions for federal, state, and local taxes.





- (b) No Benefits. UNT's obligation shall not include any payments for any other benefits provided herein, except that Coach Littrell may continue his health insurance plan at his own expense in accordance with then existing laws and regulations regarding the continuation of such benefits after termination of employment with UNT.
- (c) No Collateral Loss of Income. In no case shall UNT be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from outside activities.
- (d) Bargained For Damages. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by UNT without cause prior to its natural expiration may cause Coach Littrell to lose certain benefits, supplemental compensation, or outside compensation relating to his employment at UNT, which damages are difficult to determine with certainty.

5.08 Mitigation of Damages by Coach if UNT Terminates Without Cause. Notwithstanding any provision of this Agreement to the contrary, Coach Littrell agrees to mitigate UNT's obligation to pay liquidated damages set forth above and to make reasonable and diligent efforts to obtain comparable employment as soon as reasonably possible after termination of this Agreement by UNT without cause. After Coach Littrell obtains such new employment, UNT's financial obligations under this Agreement shall be reduced or cease to the extent of such mitigation. If Coach Littrell obtains comparable employment and fails to notify UNT within ten (10) days of commencing such employment, then UNT's financial obligations under this Agreement shall cease effective the 11th day following commencement of such employment.

5.09 Termination by Coach. Coach Littrell recognizes that the parties' commitment to the Term of this Agreement is mutual consideration and is of the essence of this Agreement. Coach Littrell acknowledges that UNT is making a substantial investment in Coach Littrell's continued employment by entering into this Agreement and UNT's investment would be lost were Coach Littrell to resign or otherwise terminate employment as Head Football Coach of the Team prior to the end of the final football season, including any post-season bowl game, during the Term of this Agreement. Coach Littrell acknowledges that UNT has spent substantial money, time, and effort over many years in promoting, developing, and sustaining the Team and that the continuing employment of Coach Littrell is a significant and valuable factor in the overall success of the Team and Athletics Program. Coach Littrell also acknowledges that if UNT were required to find a replacement Head Coach for the Team during the Term of this Agreement as a consequence of his termination of employment, UNT would suffer extraordinary damage to the value of its Team, Athletics Program, and to UNT in an amount that is difficult to precisely quantify. Accordingly, Coach Littrell agrees that in the event he resigns or otherwise terminates employment as Head Football Coach of the Team prior to the end of the final football season, including any post-season bowl game, during the Term of this Agreement, Coach Littrell, or his designee, will pay to UNT an amount based upon the contract year in which Coach Littrell terminates this Agreement or his employment. Those amounts are listed as part of Attachment "A" of this document and are payable within 60 days following such termination. The parties further agree that the payment of such liquidated damages by Coach Littrell and acceptance thereof by UNT shall constitute adequate and reasonable compensation to UNT for any damages and injury suffered because of termination by Coach Littrell. The foregoing shall not be, and shall not be construed as, a penalty.

5.10 Termination of Obligations under Agreement. Upon termination of this Agreement for any reason, all obligations owed by UNT to Coach Littrell under this Agreement shall cease as of the effective date of termination except for salary obligations and any other payments earned hereunder but not yet paid,





if any, owing by UNT to Coach Littrell. In no case shall UNT be liable to Coach Littrell for the 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 appearances, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of termination of this Agreement.

## ARTICLE VI MISCELLANEOUS

6.01 Scheduling. While the parties intend that Coach Littrell be involved to the greatest extent possible in arranging each season's schedule for the Team and any rescheduling of games, Athletic Director will have final authority and responsibility with regard to the Team's schedule and shall use his best efforts to ensure that the Team's schedule allows the Team and Athletics Program to meet and maintain UNT's objectives in all UNT intercollegiate athletics.

6.02 Assistant Coaches. Subject to such limitations as may be imposed from time to time by the NCAA or the Conference, UNT shall provide the Team with assistant coaches, the number and employment terms to be determined in Athletic Director's sole opinion. Coach Littrell shall have the authority to recommend the hiring and termination of assistant coaches for the Team subject to the approval of Athletic Director. All assistant coaches shall be employees of UNT. It is understood that the Team's assistant coaches are immediately responsible to Coach Littrell, who will assign the duties of each assistant coach, and that Coach Littrell is responsible for the activities of such assistant coaches as those activities relate to the educative and athletic interests of UNT. It is further understood, however, that Coach Littrell and the assistant coaches are responsible to Athletic Director for compliance with NCAA and Conference Rules and Regulations, and UNT policies and procedures.

6.03 Name, Likeness, and Image of Coach. Coach Littrell grants UNT the right to utilize his name, likeness, and image for the benefit of UNT Athletics Program and Team marketing and promotional activities, provided such use is in good taste and will not reflect negatively upon Coach Littrell.

6.04 Property of UNT. All materials or information, including without limitation, personnel records, recruiting records, team information, player information, films, tapes, statistics, or any other material or data, furnished to Coach Littrell by UNT or developed by Coach Littrell either on behalf of UNT, at UNT's direction, for UNT's use, or otherwise in connection with Coach Littrell's employment hereunder are and shall remain the sole and confidential property of UNT. Within ten (10) days of the Expiration Date or its earlier termination as provided herein, Coach Littrell shall immediately cause any such materials in his possession or control and all copies thereof in whatever form or medium to be delivered to UNT.

6.05 State Agency. UNT is an agency of the State of Texas and, as such, no provision of this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity, afforded UNT under constitutional provision or law.

6.06 Contingencies and Approvals. This Agreement, and any amendment, renewal, or extension hereto, is contingent upon and subject to any approvals that must be obtained in accordance with applicable law or policy. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for UNT, and shall not be considered a valid and enforceable contract without full execution by both parties.



6.07 Amendment. Except as otherwise expressly provided in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by the authorized representative of UNT and by Coach Littrell.

6.08 Choice of Law, Venue. The parties agree that any matter related to or arising out of this Agreement shall be resolved in accordance with laws of the State of Texas, without giving effect to its conflicts of law provisions. This Agreement is made, entered into, and is performable in Denton County, Texas, and venue for any proceedings shall be in Denton County, Texas.

6.09 Notices. Any notice under this Agreement must be in writing and must be sent to the appropriate notice address by: (a) personal delivery; (b) a reputable, recognized overnight courier; (c) United States mail, postage prepaid, certified mail, return receipt requested; or (d) facsimile with either electronic or telephonic verification of receipt, so long as the original of the facsimile notice is deposited in the United States mail within three days after the fax notice is sent. Notice by personal delivery or overnight courier will be effective upon delivery, notice by mail will be effective two (2) days after deposit in the United States mail in the manner above described, and notice by facsimile will be effective upon electronic or telephonic verification of receipt. Any party may change its notice address by delivering appropriate written notice to the other party. The change in notice address will be effective ten (10) days after the date of the notice. The proper address and facsimile number for each party is as follows:

If to UNT:

University of North Texas  
UNT Athletics Director  
1155 Union Circle #311397  
Denton, TX 76203  
Facsimile: 940-565-3500

If to Coach Littrell:

Coach Littrell will provide UNT with an address and fax number for notices within thirty days following the Effective Date of this Agreement

with copy to:

University of North Texas System  
Office of General Counsel  
1901 Main Street, Suite 216E  
Dallas, TX 75201  
Facsimile: 214-752-5980

With copy to:

Russ Campbell  
Patrick Strong  
Balch Sports  
1901 6<sup>th</sup> Ave. N.  
Ste. 1500  
Birmingham, AL 35203  
Facsimile: 205-488-5859  
rcampbell@balch.com  
pstrong@balch.com

6.10 Non-Delegable, Non-Assignable Duties. This is a "personal services" contract and Coach Littrell acknowledges that his skills, expertise, and experience related to coaching duties and responsibilities contemplated by this Agreement are unique, specialized, non-delegable, and non-assignable.

6.11 Severability. In the event any one or more of the provisions of this Agreement is held to be invalid or unenforceable, that invalidity or unenforceability shall not affect the other provisions hereof and the invalid or unenforceable provision shall be modified so as to be valid and enforceable and conform to the greatest extent possible to the original intent of such provision, and this Agreement shall be construed and enforced in all respects as modified.





6.12 Force Majeure. If either party is unable to perform obligations under this Agreement because of acts of nature not within the control of that party, then the performance of both parties is excused until such matters are resolved to the extent that performance may resume.

6.13 Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and Term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

6.14 Additional Assurances. Unless expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

6.15 Independent Counsel. Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

6.16 Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

6.17 Section Headings. The headings preceding the text of the several Sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of any Section of this Agreement.

6.18 Employment Matters. This Agreement sets forth the terms of Coach Littrell's employment and rights to such employment. This Agreement is intended as the sole source of Coach Littrell's employment rights, irrespective of any statement contained in any UNT employment manual, UNT staff manual, or any other similar document pertaining to UNT staff or faculty.

6.19 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument and facsimile or electronic signatures shall be equally binding as originals.


6.20 Entire Agreement. This Agreement, including any Rules and Regulations or policies and procedures identified and incorporated by reference herein, constitutes the entire agreement between the parties and contains all the agreements between the parties. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.



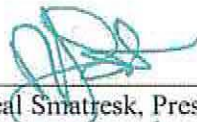


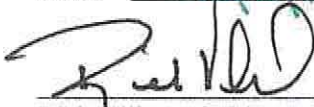
IN WITNESS WHEREOF, the parties have executed this Head Football Coach Employment Agreement in multiple originals to be effective as of the date first written above.

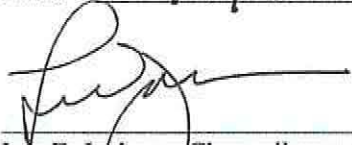
**"COACH"**

  
\_\_\_\_\_  
Seth Littrell  
Date: 12/9/15

**UNIVERSITY OF NORTH TEXAS**

By:   
\_\_\_\_\_  
Neal Smatresk, President  
Date: 12/14/15

By:   
\_\_\_\_\_  
Rick Villarreal, Director of Athletics  
Date: 12/7/15

By:   
\_\_\_\_\_  
Lee F. Jackson, Chancellor  
Date: 12/14/15



**ATTACHMENT "A"**

COMPENSATION

Annual Base Salary <sup>i</sup>	\$725,000
Annual Automobile Allowance <sup>i</sup>	\$7,800
<b>Total Annual Compensation<sup>i</sup></b>	<b>\$732,800</b>

OTHER COMPENSATION

	<i>2016 SEASON</i>	<i>2017 SEASON</i>	<i>2018 SEASON</i>	<i>2019 SEASON</i>	<i>2020 SEASON</i>
Retention Bonus <sup>i</sup>	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Radio/TV Stipend <sup>ii</sup>	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Club Level Seats <sup>iii</sup>	12	12	12	12	12
Season Tickets to all other UNT Sports	8	8	8	8	8

INCENTIVES

	<i>2016 SEASON</i>	<i>2017 SEASON</i>	<i>2018 SEASON</i>	<i>2019 SEASON</i>	<i>2020 SEASON</i>
Wins CFP National Championship <sup>iv</sup>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Plays in CFP National Championship Game <sup>v</sup>	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Plays in CFP Semifinal Game <sup>vi</sup>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Plays in CFP Host Bowl <sup>vii</sup>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Conference Championship Game <sup>viii</sup>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Post-Season Bowl Game <sup>ix</sup>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Team Wins # of Games <sup>x</sup>					
6 conference or 7 total	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
7 conference or 8 total	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000





<b>8 conference or 9 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>8 conference + 10 total</b>	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>Coach of the Year<sup>xi</sup></b>					
Conference	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
National	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>Academic Success<sup>xii</sup></b>	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

TERMINATION PAYMENTS

<b>On or Before End of Contract Year:</b>	<i>01/31/2016</i>	<i>01/31/2017</i>	<i>01/31/2018</i>	<i>01/31/2019</i>	<i>01/31/2020</i>
<b>If termination by UNT</b>	\$2,500,000	\$1,800,000	\$1,100,000	\$600,000	Remainder of Base Pay
<b>If termination by Coach</b>	\$1,500,000	\$1,000,000	\$600,000	\$300,000	Remainder of Base Pay

<sup>i</sup> **Retention Bonus:** Upon the conclusion of each contract year in which Coach serves the entire contract year in the capacity of Head Coach, Coach shall be entitled to payment of any specified Retention Bonus. Payment will be made within forty-five days following conclusion of each contract year. Unless otherwise provided, no payment shall be earned and no payment made for any season in which Coach does not serve in the capacity of Head Coach for the entire contract year.

<sup>ii</sup> **Radio/TV Stipend:** Coach shall appear on all coach's shows, pre- and post-game portions of each game broadcast, as well as any and all radio appearances arranged during the football season by the Athletics Department. Exceptions for extenuating circumstances may be granted by the Athletic Director. Upon the conclusion of each football season, Coach shall be entitled to payment of the specified Radio/TV Stipend. If Coach's employment is terminated prior to expiration of this Agreement, Coach shall be paid a pro rata portion of the number of Radio/TV shows in which Coach did appear compared to the total number of reasonably expected shows for the then current football season. Prior to the start of each season, UNT agrees to provide Coach written documentation that states the number of Radio/TV shows Coach is reasonably expected to participate.

<sup>iii</sup> **Club Level Seats:** For each football season the UNT Athletic Department shall assign Coach the corresponding number of Club Level Seats in the UNT Hub Club for UNT home football games. Coach shall use the seats for personal guests and may not resell them.

**Incentives:**

<sup>iv</sup> **Wins CFP National Championship:** Upon the conclusion of each football season, if the UNT football team wins the NCAA Football Division 1-A National Championship, then Coach shall be entitled to the corresponding payment.

<sup>v</sup> **Plays in CFP National Championship Game:** Upon the conclusion of each football season, if the UNT football team plays in the NCAA Football Division 1-A CFP National Championship Game, then Coach shall be entitled to the corresponding payment.

<sup>vi</sup> **Plays in CFP Semifinal Game:** Upon the conclusion of each football season, if the UNT football team plays in the NCAA Football Division 1-A CFP Semifinal Game, then Coach shall be entitled to the corresponding payment.



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<sup>vii</sup> **Plays in CFP Host Bowl Game:** Upon the conclusion of each football season, if the UNT football team plays in a CFP Host Bowl Game, then Coach shall be entitled to the corresponding payment.

<sup>viii</sup> **Conference Championship Game:** Upon the conclusion of each football season, if the UNT football team plays in the Conference Championship Game, then Coach shall be entitled to the corresponding payment.

<sup>ix</sup> **Plays in Post-Season Bowl Game:** Upon the conclusion of each football season, if the UNT football team plays in a Post-Season Bowl Game (other than a CFP Host Bowl Game), then Coach shall be entitled to the corresponding payment.

<sup>x</sup> **Team Wins Number of Games:** Upon completion of each football season, if the UNT football team has won the corresponding number of games, then Coach shall be entitled to the corresponding payment.

<sup>xi</sup> **Coach of the Year:** Upon the conclusion of each football season, if Coach is named "C-USA Coach of the Year" by Conference USA, or if Coach is named "National Coach of the Year" by the Division I Coaches Association (AFCA), then Coach shall be entitled to the corresponding payment.

<sup>xii</sup> **Academic Success:** For each football season and each corresponding academic year, if all of the following Academic Success guidelines are met or exceeded, then Coach shall be entitled to the corresponding payment:

- All football scholarship student-athletes maintain a GPA of 2.30 or greater;
- No team members score 0-2 in the Academic Performance Rate;
- APR must exceed 930;
- Graduation Rate for football scholarship student-athletes must equal or exceed 65%; and
- All team members must end the academic year eligible.





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**UNIVERSITY OF NORTH TEXAS  
FIRST AMENDED AND RESTATED  
HEAD FOOTBALL COACH  
EMPLOYMENT AGREEMENT**

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**UNIVERSITY OF NORTH TEXAS  
FIRST AMENDED AND RESTATED  
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT**

This First Amended and Restated Head Football Coach Employment Agreement (“Agreement”) is made and entered into by the University of North Texas (“UNT”) and by Seth Littrell (“Coach Littrell”) to employ Coach Littrell to serve as Head Football Coach of the University of North Texas Intercollegiate Football Team (“Team”), effective March 1, 2017.

WHEREAS, effective December 7, 2015, UNT and Coach Littrell entered into a Head Football Coach Employment Agreement (“2015 Agreement”);

WHEREAS, UNT and Coach Littrell are entering into this Agreement because UNT desires to retain Coach Littrell as its Head Football Coach with Coach Littrell’s assurance that he will serve the entire Term of this Agreement, a long-term commitment by Coach Littrell being critical to UNT’s desire to maintain a stable athletics department and program (“Athletics Program”);

WHEREAS, UNT and Coach Littrell agree that head coaches of teams in UNT’s Athletic Program conduct professional activities under circumstances unique in the family of UNT employees, including compliance with NCAA and athletic conference rules and regulations, and evaluation and scrutiny of team performances by the public and media; and

WHEREAS, the circumstances of Coach Littrell’s employment justify job security and commitment by Coach Littrell longer than one year but less than a continuous appointment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be bound hereby, UNT and Coach Littrell agree as follows:

**ARTICLE I  
EMPLOYMENT OF COACH**

1.01 Employment of Coach. UNT employs Coach Littrell as Head Football Coach of its Intercollegiate Football Team, and Coach Littrell accepts employment as outlined in this Agreement. Coach Littrell understands and agrees that this Agreement, applicable NCAA and Conference Rules and Regulations (as defined in 4.01(e) below), and policies and procedures incorporated by reference herein contain all the terms, conditions, and understandings of the parties regarding Coach Littrell's employment by UNT.

1.02 Reporting to Athletic Director. Coach Littrell shall work under the immediate supervision of and report directly to the UNT Director of Athletics (“Athletic Director”), or Athletic Director's designee, and shall be employed at the discretion of Athletic Director and the President of the University of North Texas (“President”) as defined herein.

1.03 Approval by Board of Regents. Notwithstanding any provision to the contrary, this Agreement is subject to and contingent upon approval by the Board of Regents of the University of North





Texas System, by board action or delegated authority. Any amendment, renewal, or extension may require Board of Regents approval pursuant to the Regents Rules of the University of North Texas System.

1.04 Performance of Duties. Coach Littrell shall perform those duties set forth in this Agreement and, without limitation, such other related duties as may reasonably be assigned by and to the satisfaction of Athletic Director so long as such duties are consistent with those generally applicable to a Head Football Coach of an FBS football team.

## ARTICLE II TERM OF AGREEMENT

2.01 Term of Agreement. The 2015 Agreement will remain in effect until March 1, 2017, or the date of last signature to this Agreement, whichever is later ("Effective Date") and shall continue to apply to all rights and obligations that accrued prior to the Term of this Agreement. The Term of this Agreement will begin on the Effective Date and end on January 31, 2022 ("Expiration Date"), subject to any early termination provisions provided in this Agreement. The contract year will run from February 1 through January 31 of the following year.

2.02 Renewal and Extension of Agreement. The Term of this Agreement may be renewed and extended only by written agreement signed by authorized representatives of both parties, subject to any approvals that must be obtained in accordance with applicable law or policy.

2.03 No Tenure. This Agreement does not guarantee or grant to Coach Littrell any claim to tenure in employment, continued employment, or any other term or right to employment except as expressly provided in this Agreement. UNT may exercise complete discretion in determining whether or not to extend any offer of renewal and extension.

## ARTICLE III COMPENSATION

3.01 Compensation for Services. Subject to the provisions of this Agreement, UNT shall provide the following compensation to Coach Littrell:

- (a) Salary. While acting as Head Football Coach during the Term of this Agreement, Coach Littrell will be paid the Annual Base Salary as set forth on Attachment "A" for services and satisfactory performance of the terms and conditions of this Agreement, payable to Coach Littrell on a monthly basis through UNT's payroll system during the Term of this Agreement, subject to such withholdings as may be required by applicable federal or state law, and prorated for partial years or months.
- (b) Benefits. Subject to the exception(s) in Section 3.01(c), UNT will provide Coach Littrell those benefits provided to members of UNT regular staff. These include, but are not limited to, sick leave, contributions to and/or eligibility for health and group life insurance for the employee and optional coverage for the employee's family, contributions to the appropriate retirement program, and allowance for use of a personal cell phone, personal digital assistant, or personal computing device. Coach Littrell is required by state law to contribute to his retirement account each month through withholding from his paycheck. Benefits may be changed from time to time as mandated by the State of Texas or as determined by UNT.



- (c) Leave Time. In lieu of the vacation leave provisions of Texas Government Code Chapter 661, Subchapter F, Coach Littrell shall be entitled to twenty-five (25) days of paid leave per calendar year which may be taken on such dates as approved in advance by the Athletic Director. In addition, the Athletic Director may, in his sole and absolute discretion, allow Coach Littrell to take unpaid leave on such dates as approved in advance by the Athletic Director. Paid leave shall not accumulate and may not be carried forward to the following calendar year. Paid and unpaid leave shall have no cash value upon expiration or termination of this Agreement.
- (d) Courtesy Car. While acting as Head Coach of the Team, UNT may, in its sole discretion, provide a courtesy car. Assignment of a courtesy car shall not afford Coach Littrell any ownership rights whatsoever in the courtesy car. Coach Littrell shall be responsible for maintaining the vehicle in good working order. No unauthorized individual will be permitted to drive the assigned courtesy car. Authorized individuals are Coach Littrell and other UNT Athletics staff members who maintain a valid Texas Driver's License and motorist insurance, as required by law. UNT reserves the right to demand immediate surrender of the courtesy car at any time. Upon termination or expiration of this Agreement, Coach Littrell shall immediately surrender the courtesy car to UNT. Coach Littrell shall be liable for any amounts needed to repair the courtesy car, normal wear and tear excepted. Coach Littrell acknowledges that the use of a courtesy car is, and shall be reported as, a taxable benefit.
- (e) Annual Automobile Allowance. While acting as Head Coach of the Football Team, Coach Littrell shall be paid an Annual Automobile Allowance as more particularly shown on Exhibit "A" to cover costs of operating a vehicle. This amount shall be paid on a monthly basis through UNT's payroll system during the Term of this Agreement, subject to such withholdings as may be required by applicable federal, state, or local laws, and prorated for partial years or months. This amount may be used to cover the cost of automobile fuel, insurance, repair, and maintenance. Coach Littrell shall not be entitled to reimbursement for mileage incurred within the Denton-Dallas-Fort Worth metropolitan area. Coach Littrell may be reimbursed for mileage incurred as a result of official UNT business outside the Dallas, Denton, Fort Worth metropolitan area in accordance with UNT Travel Policy and state law.
- (f) Other Compensation. While acting as Head Coach of the Football Team, Coach Littrell shall be paid other compensation on such basis as set forth on Attachment "A", subject to such withholdings as may be required by applicable federal, states, or local laws.
- (g) Merit Pay. Athletic Director, with the approval of the President, may provide merit pay to Coach Littrell on an annual basis. Merit pay, if any, will be based on the Team's athletic and academic performance as well as conduct of Coach Littrell and the Team on and off the field. Nothing herein shall be construed to create any expectation of merit pay.
- (h) No Mandated Increases. Compensation paid or to be paid under this Agreement shall not be subject to legislatively mandated or other UNT increases in salary.

3.02 Incentives. While acting as Head Football Coach during the Term of this Agreement, Coach Littrell may earn and qualify to receive Incentives, if any, as set forth on Attachment "A". Unless expressly stated otherwise, Incentive payments shall be paid to Coach Littrell no later than the third monthly pay period following the date on which the Incentive was earned. If this Agreement is terminated for any reason, UNT shall have no obligation to pay any Incentive that was not fully earned prior to the date of termination.





3.03 No Compensatory Time. Coach Littrell is expected to work the necessary hours to fulfill the duties of employment and shall not be entitled to compensatory time or any overtime.

3.04 Travel Expenses. Subject to the limitations in Subsection 3.01(e) above, reimbursement shall be provided for reasonable and necessary travel, meal, and incidental expenses incurred by Coach Littrell that are directly related to performance of responsibilities set forth in this Agreement. Reimbursement will be provided to Coach Littrell for spousal travel to away football games, bowl games, and NCAA and Conference USA meetings and activities that provide opportunities to advance the UNT Athletics Program through coach/spouse activities – specifically, the Conference USA Annual Meeting, National Football Foundation Dinner in New York City, and the Fiesta Bowl Spring Summit. Reimbursements shall be made in accordance with UNT policy and applicable state and federal law. It is further understood and agreed that certain spousal travel reimbursements may be a benefit taxable to Coach Littrell under the Internal Revenue Code.

3.05 Summer Youth Football Camps.

- (a) UNT has the exclusive right to operate summer youth football camps on its campus using UNT facilities. If Coach Littrell participates in UNT's summer youth football camps, compensation will be established by separate agreement with UNT and shall be in addition to the Salary paid pursuant to Subsection 3.01(a) above
- (b) In the event UNT no longer desires to exercise its right to operate summer youth football camps, Coach, acting as an individual or a private legal entity, may offer a camp using University facilities after first receiving written approval by the Athletic Director. Coach shall report personal vacation time when preparing for and conducting a private camp, and shall require that all other UNT personnel under Coach's supervision also report personal vacation time when preparing for and conducting such camp. Coach may use UNT Athletics facilities, equipment, and resources, but must pay for all auxiliary services according to the terms of a separate Facilities and Services Agreement. Such Facilities and Services Agreement must be in writing and signed by Coach and UNT before commencement of a camp. Coach must receive prior written approval to use UNT trademarks, marks, colors, mascot, logo, or name, in the description or identification of any camp. Coach shall ensure that such camps shall be in compliance with all relevant local, state, or federal laws, regulations, and ordinances, all applicable NCAA requirements, as well as applicable UNT operating policies and procedures. Coach must maintain applicable insurance coverage with reasonable limits and deductibles, approved by UNT's Director of Risk Management, naming UNT and the UNT System as additional insureds. Coach also agrees to indemnify and hold UNT and the UNT System harmless from any and all claims arising out of the operation of said summer camps with the exception of claims attributable solely to the wanton negligence of UNT or the UNT System.

3.06 Club Membership. UNT will provide one membership at Denton Country Club for Coach Littrell's use. Such membership shall be for the purpose of entertaining individuals who support or may support UNT and reimbursable club spending limits may be determined by UNT as it deems appropriate. The membership may also be used for personal purposes; however, all charges incurred for personal purposes shall be paid by Coach Littrell. It is understood and agreed that Coach Littrell will not be provided membership at any club that engages in discriminatory practices in violation of applicable federal and state laws. It is further understood and agreed that club membership shall be subject to the terms of UNT System's accountable plan, and may be considered to be a benefit taxable to Coach Littrell.



3.07 Tax Liabilities. The compensation payable pursuant to this Agreement shall be subject to reduction by all applicable withholding, social security and other federal, state, and local taxes and deductions. Additionally, all compensation shall be subject to such deductions by UNT as are required to be made pursuant to government regulations or court order. Coach Littrell shall be responsible for any income tax liability incurred as a result of salary or other benefits provided by this Agreement.

#### ARTICLE IV DUTIES OF COACH

4.01 Duties of Coach. The duties of Coach Littrell shall include, but shall not necessarily be limited to, the following:

- (a) Devote Efforts. Coach Littrell will devote his best, ongoing, and exclusive efforts to the Team and the performance of all duties and responsibilities contemplated by this Agreement.
- (b) Support and Supervise Student-Athletes. Coach Littrell will observe and uphold all academic standards, requirements, and policies of UNT, will conduct himself at all times in a manner consistent with his position as an instructor of students, and will encourage and support student-athletes to perform to their highest personal, academic, and physical potential, including an emphasis on each student-athlete obtaining the highest possible grades and completing an undergraduate degree program. The parties agree that, although this Agreement is sports related, the primary purpose of UNT and this Agreement is to support UNT's educational mission. Thus, the educational purposes of UNT shall have priority in the various provisions of this Agreement. For example, a student-athlete may be declared not eligible for competition for academic reasons, because UNT believes the student-athlete would not be an appropriate representative of UNT, as a disciplinary sanction under UNT's student code, because UNT believes that the student-athlete is not eligible according to the rules for athletic competition specified by the NCAA or the Conference (as defined below), or for other reasons, in which event Coach Littrell shall abide by UNT's decision and any such action by UNT shall not be considered a breach of this Agreement. Coach Littrell will maintain and enforce conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes on the Team and in the UNT Athletics Program so as to ensure academic and moral integrity, to the best of Coach Littrell's ability as Head Football Coach, while encouraging excellence.
- (c) Dedicate Effort. Coach Littrell will dedicate focused, attentive, and enthusiastic efforts to the Team, all coaching duties, Team members, and the success and furtherance of UNT's Athletics Program.
- (d) Comply with Policies. Coach Littrell will abide by and comply with all UNT policies and procedures and with all applicable policies and procedures established by Athletic Director in the conduct and administration of the Athletics Program. Coach Littrell will cooperate and assist with any UNT inquiry or investigation, including any inquiry or investigation involving the Team, the Athletics Program, or Athletics Program staff. In the event that Coach Littrell becomes aware, or has reasonable cause to believe, that violations of UNT policies and procedures may have taken place, he shall promptly report such violations or suspected violations to the Athletic Director. Coach Littrell will abide by all decisions issued by UNT.
- (e) Comply with NCAA and Conference Rules and Regulations. Coach Littrell agrees to abide by and comply in all respects with the constitution, bylaws, rules, regulations, advisory opinions, and





interpretations, as amended (collectively “Rules and Regulations”) of the National Collegiate Athletic Association (“NCAA”) and the Rules and Regulations of the Conference with which UNT is a member or may be affiliated (“Conference”) relating to the conduct and administration of UNT’S Athletics Program. If Coach Littrell is found to be in violation of NCAA Rules and Regulations, whether while employed by UNT or during prior employment at another NCAA member institution, NCAA Bylaw 11.2.1, as amended, shall apply and Coach Littrell shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. Coach Littrell may be suspended for a period of time with or without pay or the employment of Coach Littrell may be terminated as set forth below for significant or repetitive violations, whether by Coach Littrell or by Team staff, of NCAA or Conference Rules and Regulations or UNT policies and procedures. In the event that Coach Littrell becomes aware, or has reasonable cause to believe, that violations of NCAA or Conference Rules and Regulations or UNT policies and procedures may have taken place, he shall promptly report such violations or suspected violations to the Athletic Director and the Office of Mean Green Compliance.

- (f) Supervise Personnel. Coach Littrell will, as applicable, supervise and assess the job performance and all other incidents of employment of any coach or other personnel for whom Coach Littrell is administratively responsible.
- (g) Develop Programs. Coach Littrell will develop programs and procedures with respect to the evaluation, recruitment, training, and coaching of student-athletes that both foster successful competition and promote welfare and academic achievement, including undergraduate degree completion, of student-athletes.
- (h) Fulfill Responsibilities. Coach Littrell will fulfill all job responsibilities in a timely, thorough, constructive, and positive manner, including responsibility for appraisals, administrative processes, and reasonable efforts to attend all meetings reasonably specified by Athletic Director.
- (i) Job Description. The job description covering Coach Littrell’s position as adopted by Athletic Director in accordance with UNT policies and procedures is incorporated herein for all purposes.
- (j) File Annual Account. Pursuant to NCAA Bylaw 11.2.2, as amended, Coach Littrell shall provide to Athletic Director and the President a written detailed annual account, in a form acceptable to Athletic Director, to identify and quantify all athletically related income and benefits derived from all sources other than the compensation provided by UNT under the terms of this Agreement.

4.02 Prohibitions. Conduct, activities, and benefits from which Coach Littrell shall be prohibited include, but shall not necessarily be limited to, the following:

- (a) Conflicting Activities. Coach Littrell shall not engage in any activities, whether business, personal, or professional, that will or might compromise his ability to fulfill, on a full-time basis and in a constructive and professional manner, all of the responsibilities and obligations specified in and contemplated by this Agreement. Coach Littrell shall also avoid any business or professional activities or pursuits that would unreasonably embarrass UNT or could, in any manner, bring harm to UNT’S reputation.
- (b) Prohibited Conduct. Coach Littrell shall not engage in any conduct, whether or not related to the performance of duties under this Agreement, and shall not allow or condone conduct by any Team staff that constitutes or threatens an actual or perceived violation of any: (1) NCAA or Conference



Rules and Regulations or UNT policies and procedures; (2) federal or state laws, regulations, rules, or agency advisory opinions; or (3) ethical principles applicable to higher education coaching positions.

- (c) Receipt of Other Benefits. Coach Littrell shall not receive, either directly or indirectly, compensation, remuneration, or any other benefit from any source other than UNT, for activities related to his professional standing or employment with UNT, except in accordance with UNT policies related to outside income and benefits applicable to all full-time employees and only as expressly provided by this Agreement or upon obtaining on an annual basis prior written consent of Athletic Director, which consent shall not unreasonably be withheld. Sources of such income shall include, but are not limited to: (1) income from annuities related to Coach Littrell's position with UNT; (2) sports camps or private lessons; (3) housing benefits (including preferential housing arrangements); (4) country club memberships; (5) complimentary ticket sales; (6) television or radio programs; (7) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers; or (8) income from speeches, appearances, or written materials. For any such income, Coach Littrell shall provide the written detailed annual account as required herein.
- (d) No Discredit to UNT. Coach Littrell shall not engage in any business transactions or commerce, appear on any radio or television program or in any public forum, or make statements to the Athletic Program staff, student-athletes, media, or in any public forum that may reasonably bring undue criticism or discredit to UNT.
- (e) Not Enter into Agreements. Coach Littrell shall not enter into any oral or written agreement, letter of understanding, contract, or any other arrangement that seeks to bind, obligate, or involve UNT or its Athletics Program in any transaction whatsoever. All such agreements will be disclaimed by UNT, unless Coach Littrell submits any contemplated arrangement to the Athletic Director or his designee for development, processing, and approval, and such agreement is approved in accordance with UNT policies and procedures.
- (f) Athletic Shoe, Equipment, and Coaching Apparel. UNT retains the right to select and contract with athletic shoe, equipment, and coaching apparel manufacturers regarding the athletic shoes and equipment that the Team will wear and utilize during practice and competition, and the coaching apparel that Coach Littrell and the coaching staff will wear, promote, and endorse during practice, competition, or otherwise while representing UNT. Coach Littrell agrees that Coach Littrell and the coaching staff will honor such decisions by UNT and will not endorse, promote, or wear any product that is in direct competition with any manufacturer(s) selected by UNT. The Athletic Director may, in his discretion subject to the provisions of any apparel contract, from time to time assign to Coach Littrell and Coach Littrell's designees the right to receive or direct the receipt of certain amounts under such apparel contract.
- (g) Endorsements. Coach Littrell shall not participate, directly or indirectly, in the endorsement of any products or services except for those products or services offered by UNT-specific advertisers or sponsors and as approved in advance by the Athletic Director or his designee. Provided, however, that Coach Littrell shall be permitted, with the prior written approval of the Athletic Director (which approval shall not be unreasonably withheld) to endorse products or services which do not conflict with either UNT-specific advertisers or sponsors as well as UNT's mission.

4.03 Restrictive Covenant. The parties agree that Coach Littrell has special, exceptional, and unique knowledge, skill, and ability as a coach of intercollegiate football which, in addition to the





continuing acquisition of coaching experience at UNT, as well as UNT'S special need for continuity in the Team and Athletics Program, renders Coach Littrell's services unique. Coach Littrell recognizes that the loss of his services to UNT, without UNT'S approval and release, prior to the expiration of the Term of this Agreement or any renewal thereof, would cause an inherent loss to UNT which cannot be estimated with certainty or fairly or adequately compensated by money damages. Coach Littrell therefore must notify UNT'S Athletic Director of any sport-related employment opportunity presented to Coach Littrell by a third party or before any interview or negotiation can be held by Coach Littrell or Coach Littrell's agent(s) with representatives of such third party. Coach Littrell and Coach Littrell's agent(s) will not actively interview or negotiate for a position as a coach at any institution of higher education which is a member of the NCAA or for any team participating in any professional league or conference in the United States without notification to and permission of the Athletic Director, which consent shall not unreasonably be withheld. This restrictive covenant shall not apply to nor be construed to interfere with Coach Littrell's duty to mitigate upon termination of this Agreement by UNT without cause.

#### ARTICLE V TERMINATION, SUSPENSION, REASSIGNMENT

5.01 Mutual Agreement of the Parties. If UNT and Coach Littrell mutually agree in writing, this Agreement may be terminated on the terms and conditions and on the termination date stipulated in the writing.

5.02 Expiration of Term. Unless otherwise renewed or extended, the Term of this Agreement shall automatically terminate upon the Expiration Date of this Agreement.

5.03 Termination upon Death of Coach. This Agreement shall automatically and immediately terminate upon the death of Coach Littrell.

5.04 Termination by UNT for Cause. UNT may terminate Coach Littrell's employment and this Agreement by written notice to Coach Littrell for any of the following reasons before the Expiration Date of this Agreement. In no case shall UNT be liable to Coach Littrell for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from any outside activities as a result of such termination.

- (a) Disability. This Agreement may be terminated in the event that Coach Littrell suffers an injury, illness, or incapacity that prevents him from performing the essential functions of his position. In the event this Agreement is terminated due to a disability, Coach Littrell shall continue to receive his compensation under this Agreement to the end of the third full month following the date of disability, after which all obligations of UNT to make further payment and/or provide any other consideration hereunder shall cease.
- (b) Cause. UNT shall have the right to terminate this Agreement for cause. Cause shall be determined by the President or the President's designee at a meeting held for such purpose after fourteen (14) days prior written notice to Coach Littrell, which notice shall include reasons for the proposed termination. The meeting shall include an opportunity for Coach Littrell to respond. The decision of the President or the President's designee following the meeting shall be final. This Section and the definition of just cause is intended to give UNT the widest discretion permitted by applicable law. In the event this Agreement is terminated for cause, all obligations of UNT to make further payment and/or provide any other consideration hereunder shall cease as of the date of termination.



The term “cause” shall include, without limitation and in addition to its normally understood meaning in employment contracts, the following:

- (1) any deliberate and serious violation, any repeated failure to fulfill or violation by Coach Littrell of the duties outlined herein, or refusal or unwillingness by Coach Littrell to perform such duties in good faith and to the best of his abilities;
- (2) a material breach of contract terms as reasonably determined by the President;
- (3) any conduct resulting in a criminal felony indictment, or any misdemeanor information involving theft, dishonesty, or moral turpitude, being filed or brought against Coach Littrell by a grand jury or District Attorney;
- (4) a serious or major violation or a pattern of violations, whether intentional or negligent, by Coach Littrell of any NCAA or Conference Rule or Regulation, whether while employed by UNT or during prior employment at another NCAA member institution, or of UNT policy or procedure, which violation may, in the sole judgment and discretion of Athletic Director, reflect adversely upon UNT or its Athletics Program, including any serious or major violation which results or may reasonably result in UNT being investigated or placed on probation by the NCAA or the Conference;
- (5) a serious or major violation or a pattern of violations, or the allowing or condoning of any such violation or pattern of violations, by any coaching staff or other person under Coach Littrell's supervision and direction, including student-athletes on the Team, of which Coach Littrell knew, or should have known with the exercise of due diligence, and which violation may, in the sole judgment and discretion of Athletic Director, reflect adversely upon UNT or its Athletics Program, including any violation which results or may reasonably result in UNT being investigated or placed on probation by the NCAA or the Conference;
- (6) conduct of Coach Littrell, or conduct of any Team staff of which Coach Littrell knew, or should have known with the exercise of due diligence, and which conduct may, in the sole judgement and discretion of the Athletic Director, be materially prejudicial to the best interests of UNT or its Athletics Program or which violates UNT's mission, rules, or policies, provided, however, this subsection shall not be applied to the Team's athletic performance or win-loss record; or
- (7) any reason adequate to sustain a for cause termination of any UNT regular staff employee.

5.05 Right to Suspend. If UNT has reason to believe that, or to initiate an investigation to determine whether, Coach Littrell is or was involved in any conduct constituting cause to terminate this Agreement, then UNT may, in its sole and absolute judgment and discretion and in addition to any other remedy available under this Agreement, suspend Coach Littrell pending a final decision concerning the matter. This Section is intended to give UNT the widest discretion permitted by applicable law.

5.06 Termination by UNT without Cause. UNT may terminate Coach Littrell's employment and this Agreement prior to its normal Expiration Date, without cause. Termination without cause shall mean termination of this Agreement on any basis other than those set forth in the preceding Sections. Termination without cause shall be effectuated by delivery of written notice to Coach Littrell of UNT's intent to terminate this Agreement without cause, but any such notice shall provide at least thirty (30) days





prior written notice before such termination becomes effective. If UNT exercises its right to terminate the Agreement under this Section, Coach Littrell shall be entitled to damages only as provided below.

5.07 Liquidated Damages upon Termination by UNT without Cause. If UNT terminates Coach Littrell's employment and this Agreement without cause prior to the Expiration Date, UNT shall pay to Coach Littrell, as liquidated damages, the following amount:

- (a) Salary. UNT shall pay Coach Littrell an amount equal to one hundred percent (100%) of his Annual Base Salary multiplied by the number of months remaining, if any, for the first thirty-six (36) month period of this Agreement, plus seventy-five per cent (75%) of his Annual Base Salary multiplied by the number of months remaining for the last twenty-four (24) month period of this Agreement. Any partial months shall be prorated. *Provided, however,* that in the event UNT wins 7 or more Regular Season football games at any point during the Term of this Agreement, UNT shall pay Coach one hundred percent (100%) of his Annual Base Salary for the last 24-month period of this Agreement. In the event Coach Littrell triggers this provision by winning 7 or more Regular Season football games and increasing the liquidated damages from seventy-five per cent (75%) to one hundred percent (100%) for the last 24-month period of this Agreement, such increase from seventy-five per cent (75%) to one hundred percent (100%) shall not impact the calculation of payments due by Coach Littrell pursuant to Section 5.09. UNT's obligation shall be paid on a monthly basis, shall be subject to Coach Littrell's duty to mitigate as set forth below, and shall be subject to deductions for federal, state, and local taxes.
- (b) No Benefits. UNT's obligation shall not include any payments for any other benefits provided herein, except that Coach Littrell may continue his health insurance plan at his own expense in accordance with then existing laws and regulations regarding the continuation of such benefits after termination of employment with UNT.
- (c) No Collateral Loss of Income. In no case shall UNT be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from outside activities.
- (d) Bargained For Damages. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by UNT without cause prior to its natural expiration may cause Coach Littrell to lose certain benefits, supplemental compensation, or outside compensation relating to his employment at UNT, which damages are difficult to determine with certainty.

5.08 Mitigation of Damages by Coach if UNT Terminates Without Cause. Notwithstanding any provision of this Agreement to the contrary, Coach Littrell agrees to mitigate UNT's obligation to pay liquidated damages set forth above and to make reasonable and diligent efforts to obtain comparable employment as soon as reasonably possible after termination of this Agreement by UNT without cause. After Coach Littrell obtains such new employment, UNT's financial obligations under this Agreement shall be reduced or cease to the extent of such mitigation. If Coach Littrell obtains comparable employment and fails to notify UNT within ten (10) days of commencing such employment, then UNT's financial obligations under this Agreement shall cease effective the 11th day following commencement of such employment.

5.09 Termination by Coach. Coach Littrell recognizes that the parties' commitment to the Term of this Agreement is mutual consideration and is of the essence of this Agreement. Coach Littrell acknowledges that UNT is making a substantial investment in Coach Littrell's continued employment by



entering into this Agreement and UNT'S investment would be lost were Coach Littrell to resign or otherwise terminate employment as Head Football Coach of the Team prior to the end of the final football season, including any post-season bowl game, during the Term of this Agreement. Coach Littrell acknowledges that UNT has spent substantial money, time, and effort over many years in promoting, developing, and sustaining the Team and that the continuing employment of Coach Littrell is a significant and valuable factor in the overall success of the Team and Athletics Program. Coach Littrell also acknowledges that if UNT were required to find a replacement Head Coach for the Team during the Term of this Agreement as a consequence of his termination of employment, UNT would suffer extraordinary damage to the value of its Team, Athletics Program, and to UNT in an amount that is difficult to precisely quantify. Accordingly, Coach Littrell agrees that in the event he resigns or otherwise terminates employment as Head Football Coach of the Team prior to the end of the final football season, including any post-season bowl game, during the Term of this Agreement, Coach Littrell, or his designee, will immediately forfeit all rights to receive any compensation described in Agreement Article III from UNT (other than amounts earned but not yet paid) but will pay to UNT an amount equal to (i) forty per cent (40%) of the remaining guaranteed compensation described in Article III ("Guaranteed Compensation") if terminated before February 1, 2018; (ii) thirty-five per cent (35%) of the Guaranteed Compensation if terminated before February 1, 2019; (iii) thirty per cent (30%) of the Guaranteed Compensation if terminated before February 1, 2020; (iv) Twenty per cent (20%) of the Guaranteed Compensation if terminated after February 1, 2020.

- (a) These amounts will be reduced by fifty percent (50%) if Neal Smatresk is no longer President of UNT or Wren Baker is no longer UNT's Director of Athletics. In addition, no amount is due following UNT's final football game of the 2021 season.
- (b) In the event Coach Littrell triggers the provision in Section 5.07(a) by winning 7 or more Regular Season football games and increasing the Guaranteed Compensation for the last 24-month period from seventy-five per cent (75%) to one hundred percent (100%), such increase from seventy-five per cent (75%) to one hundred percent (100%) shall not impact the calculation of payments due by Coach Littrell pursuant to this Section 5.09.
- (c) These amounts are payable within 60 days following such termination. The parties further agree that the payment of such liquidated damages by Coach Littrell and acceptance thereof by UNT shall constitute adequate and reasonable compensation to UNT for any damages and injury suffered because of termination by Coach Littrell. The foregoing shall not be, and shall not be construed as, a penalty.

5.10 Termination of Obligations under Agreement. Upon termination of this Agreement for any reason, all obligations owed by UNT to Coach Littrell under this Agreement shall cease as of the effective date of termination except for salary obligations and any other payments earned hereunder but not yet paid, if any, owing by UNT to Coach Littrell. In no case shall UNT be liable to Coach Littrell for the 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 appearances, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of termination of this Agreement.

## ARTICLE VI MISCELLANEOUS

6.01 Scheduling. While the parties intend that Coach Littrell be involved to the greatest extent possible in arranging each season's schedule for the Team and any rescheduling of games, Athletic Director will have final authority and responsibility with regard to the Team's schedule and shall use his best efforts





to ensure that the Team's schedule allows the Team and Athletics Program to meet and maintain UNT's objectives in all UNT intercollegiate athletics.

6.02 Assistant Coaches. Subject to such limitations as may be imposed from time to time by the NCAA or the Conference, UNT shall provide the Team with assistant coaches, the number and employment terms to be determined in Athletic Director's sole opinion. Coach Littrell shall have the authority to recommend the hiring and termination of assistant coaches for the Team subject to the approval of Athletic Director. All assistant coaches shall be employees of UNT. It is understood that the Team's assistant coaches are immediately responsible to Coach Littrell, who will assign the duties of each assistant coach, and that Coach Littrell is responsible for the activities of such assistant coaches as those activities relate to the educative and athletic interests of UNT. It is further understood, however, that Coach Littrell and the assistant coaches are responsible to Athletic Director for compliance with NCAA and Conference Rules and Regulations, and UNT policies and procedures.

6.03 Name, Likeness, and Image of Coach. Coach Littrell grants UNT the right to utilize his name, likeness, and image for the benefit of UNT Athletics Program and Team marketing and promotional activities, provided such use is in good taste and will not reflect negatively upon Coach Littrell.

6.04 Property of UNT. All materials or information, including without limitation, personnel records, recruiting records, team information, player information, films, tapes, statistics, or any other material or data, furnished to Coach Littrell by UNT or developed by Coach Littrell either on behalf of UNT, at UNT's direction, for UNT's use, or otherwise in connection with Coach Littrell's employment hereunder are and shall remain the sole and confidential property of UNT. Within ten (10) days of the Expiration Date or its earlier termination as provided herein, Coach Littrell shall immediately cause any such materials in his possession or control and all copies thereof in whatever form or medium to be delivered to UNT.

6.05 State Agency. UNT is an agency of the State of Texas and, as such, no provision of this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity, afforded UNT under constitutional provision or law.

6.06 Contingencies and Approvals. This Agreement, and any amendment, renewal, or extension hereto, is contingent upon and subject to any approvals that must be obtained in accordance with applicable law or policy. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for UNT, and shall not be considered a valid and enforceable contract without full execution by both parties.

6.07 Amendment. Except as otherwise expressly provided in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by the authorized representative of UNT and by Coach Littrell.

6.08 Choice of Law, Venue. The parties agree that any matter related to or arising out of this Agreement shall be resolved in accordance with laws of the State of Texas, without giving effect to its conflicts of law provisions. This Agreement is made, entered into, and is performable in Denton County, Texas, and venue for any proceedings shall be in Denton County, Texas.

6.09 Notices. Any notice under this Agreement must be in writing and must be sent to the appropriate notice address by: (a) personal delivery; (b) a reputable, recognized overnight courier; (c) United States mail, postage prepaid, certified mail, return receipt requested; or (d) facsimile with either



electronic or telephonic verification of receipt, so long as the original of the facsimile notice is deposited in the United States mail within three days after the fax notice is sent. Notice by personal delivery or overnight courier will be effective upon delivery, notice by mail will be effective two (2) days after deposit in the United States mail in the manner above described, and notice by facsimile will be effective upon electronic or telephonic verification of receipt. Any party may change its notice address by delivering appropriate written notice to the other party. The change in notice address will be effective ten (10) days after the date of the notice. The proper address and facsimile number for each party is as follows:

If to UNT:  
University of North Texas  
UNT Athletics Director  
1155 Union Circle #311397  
Denton, TX 76203  
Facsimile: 940-565-3500

If to Coach Littrell:  
Coach Littrell will provide UNT with an address and fax number for notices within thirty days following the Effective Date of this Agreement

with copy to:  
University of North Texas System  
Office of General Counsel  
1901 Main Street, Suite 216E  
Dallas, TX 75201  
Facsimile: 214-752-5980

With copy to:  
Russ Campbell  
Patrick Strong  
Balch Sports  
1901 6<sup>th</sup> Ave. N.  
Ste. 1500  
Birmingham, AL 35203  
Facsimile: 205-488-5859  
rcampbell@balch.com  
pstrong@balch.com

6.10 Non-Delegable, Non-Assignable Duties. This is a “personal services” contract and Coach Littrell acknowledges that his skills, expertise, and experience related to coaching duties and responsibilities contemplated by this Agreement are unique, specialized, non-delegable, and non-assignable.

6.11 Severability. In the event any one or more of the provisions of this Agreement is held to be invalid or unenforceable, that invalidity or unenforceability shall not affect the other provisions hereof and the invalid or unenforceable provision shall be modified so as to be valid and enforceable and conform to the greatest extent possible to the original intent of such provision, and this Agreement shall be construed and enforced in all respects as modified.

6.12 Force Majeure. If either party is unable to perform obligations under this Agreement because of acts of nature not within the control of that party, then the performance of both parties is excused until such matters are resolved to the extent that performance may resume.

6.13 Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and Term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

6.14 Additional Assurances. Unless expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional





instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

6.15 Independent Counsel. Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

6.16 Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

6.17 Section Headings. The headings preceding the text of the several Sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of any Section of this Agreement.

6.18 Employment Matters. This Agreement sets forth the terms of Coach Littrell's employment and rights to such employment. This Agreement is intended as the sole source of Coach Littrell's employment rights, irrespective of any statement contained in any UNT employment manual, UNT staff manual, or any other similar document pertaining to UNT staff or faculty.

6.19 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument and facsimile or electronic signatures shall be equally binding as originals.

6.20 Entire Agreement. This Agreement, including any Rules and Regulations or policies and procedures identified and incorporated by reference herein, constitutes the entire agreement between the parties and contains all the agreements between the parties. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.



IN WITNESS WHEREOF, the parties have executed this Head Football Coach Employment Agreement in multiple originals to be effective as of the date first written above.

“COACH”

*Seth Littrell*  
Seth Littrell

Date: 5/15/17

UNIVERSITY OF NORTH TEXAS

By: *Neal Smarteski*  
Neal Smarteski, President

Date: 5/16/17

By: *Wren Baker*  
Wren Baker, Vice President and Director of Athletics

Date: 5/15/17

By: *Lee F. Jackson*  
Lee F. Jackson, Chancellor

Date: 5/18/17





**ATTACHMENT “A”**

COMPENSATION

<b>Annual Base Salary<sup>1</sup></b>	<b>\$900,000</b>
<b>Annual Automobile Allowance<sup>1</sup></b>	<b>\$7,800</b>
<b>Total Annual Compensation<sup>1</sup></b>	<b>\$907,800</b>

OTHER COMPENSATION

	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>
<b>Retention Bonus<sup>i</sup></b>	\$25,000	\$25,000	\$0	\$0	\$0
<b>Radio/TV Stipend<sup>ii</sup></b>	\$45,000	\$95,000	\$145,000	\$195,000	\$245,000
<b>Season Tickets to all other UNT Sports</b>	8	8	8	8	8

Signing Bonus: Upon execution, Coach will receive a one-time signing bonus of \$36,000.

Home Football Game Suite: Coach shall have exclusive use of one suite for Home Football Games.

INCENTIVES

	<i>2017 SEASON</i>	<i>2018 SEASON</i>	<i>2019 SEASON</i>	<i>2020 SEASON</i>	<i>2021 SEASON</i>
<b>Wins CFP National Championship<sup>iii</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Plays in CFP National Championship Game<sup>iv</sup></b>	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
<b>Plays in CFP Semifinal Game<sup>v</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Plays in CFP Host Bowl<sup>vi</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Conference Championship Game<sup>vii</sup></b>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
<b>Post-Season Bowl Game<sup>viii</sup></b>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000



<b>Team Wins # of Games<sup>ix</sup></b>					
<b>6 conference or 7 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>7 conference or 8 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>8 conference or 9 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>8 conference + 10 total</b>	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>Coach of the Year<sup>x</sup></b>					
Conference	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
National	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>Academic Success<sup>xi</sup></b>	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

<sup>i</sup> **Retention Bonus:** Upon the conclusion of each contract year in which Coach serves the entire contract year in the capacity of Head Coach, Coach shall be entitled to payment of any specified Retention Bonus. Payment will be made within forty-five days following conclusion of each contract year. Unless otherwise provided, no payment shall be earned and no payment made for any season in which Coach does not serve in the capacity of Head Coach for the entire contract year.

<sup>ii</sup> **Radio/TV Stipend:** Coach shall appear on all coach's shows, pre- and post-game portions of each game broadcast, as well as any and all radio appearances arranged during the football season by the Athletics Department. Exceptions for extenuating circumstances may be granted by the Athletic Director. Each non-salary seasonal stipend shall be paid on a monthly basis through UNT's payroll system during the applicable contract year, subject to such withholdings as may be required by applicable federal or state law, and prorated for partial years or months.

<sup>iii</sup> **Wins CFP National Championship:** Upon the conclusion of each football season, if the Team wins the NCAA Football Division 1-A National Championship, then Coach shall be entitled to the corresponding payment.

<sup>iv</sup> **Plays in CFP National Championship Game:** Upon the conclusion of each football season, if the Team plays in the NCAA Football Division 1-A CFP National Championship Game, then Coach shall be entitled to the corresponding payment.

<sup>v</sup> **Plays in CFP Semifinal Game:** Upon the conclusion of each football season, if the Team plays in the NCAA Football Division 1-A CFP Semifinal Game, then Coach shall be entitled to the corresponding payment.

<sup>vi</sup> **Plays in CFP Host Bowl Game:** Upon the conclusion of each football season, if the Team plays in a CFP Host Bowl Game, then Coach shall be entitled to the corresponding payment.

<sup>vii</sup> **Conference Championship Game:** Upon the conclusion of each football season, if the Team plays in the Conference Championship Game, then Coach shall be entitled to the corresponding payment.

<sup>viii</sup> **Plays in Post-Season Bowl Game:** If, during the Term, the Team participates in an NCAA sanctioned bowl game, other than a CFP Host Bowl Game, Coach shall be entitled to the corresponding payment; however, if the Team participates in an NCAA sanctioned bowl game but qualifies despite having less than six (6) wins, UNT shall have the right to reduce the corresponding payment by 50%. Payment of the bonus shall be made through the UNT payroll system on or before the last day of February following the date of participation.

<sup>ix</sup> **Team Wins Number of Games:** Upon completion of each football season, if the Team has won the corresponding number of games, then Coach shall be entitled to the corresponding amounts.





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<sup>x</sup> **Coach of the Year:** Upon the conclusion of each football season, if Coach is named “C-USA Coach of the Year” by Conference USA, or if Coach is named “National Coach of the Year” by the Division I Coaches Association (AFCA), then Coach shall be entitled to the corresponding payment.

<sup>xi</sup> **Academic Success:** For each football season and each corresponding academic year, if all of the following Academic Success guidelines are met or exceeded, then Coach shall be entitled to the corresponding payment:

- All football scholarship student-athletes maintain a GPA of 2.30 or greater;
- No team members score 0-2 in the Academic Performance Rate;
- APR must exceed 930;
- Graduation Rate for football scholarship student-athletes must equal or exceed 65%; and
- All team members must end the academic year eligible.

**AMENDMENT AND EXTENSION  
TO  
FIRST AMENDED AND RESTATED  
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF NORTH TEXAS  
AND  
SETH LITTRELL**

This Amendment and Extension to the First Amended and Restated Head Football Coach Employment Agreement (“Amendment and Extension”) is made and entered into to be effective as of March 1, 2018, by the **University of North Texas** (“UNT”) and by **Seth Littrell** (“Coach Littrell”), and hereby amends and extends the First Amended and Restated Head Football Coach Employment Agreement, dated effective March 1, 2017 (“Employment Agreement”).

WHEREAS, UNT and Coach Littrell are entering into this Amendment and Extension because UNT desires to retain Coach Littrell as its Head Football Coach with Coach Littrell’s assurance that he will serve the entire Term of this Agreement, a long-term commitment by Coach Littrell being critical to UNT’s desire to maintain a stable athletics department and program (“Athletics Program”);

WHEREAS, the circumstances of Coach Littrell’s employment justify job security and commitment by Coach Littrell longer than one year but less than a continuous appointment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be bound hereby, UNT and Coach Littrell agree as follows:

1. The term of the Employment Agreement is extended by inserting an additional section as Section 2.04 to read as follows:

“2.04 Extended Term. Effective March 1, 2018, the term of this Agreement is extended to January 31, 2023, subject to Section 2.02 and to prior termination as provided in this Agreement.

2. The Employment Agreement is amended by replacing Section 3.06 with the following:

3.06 Club Membership. UNT will assist Coach Littrell in obtaining membership in a social or country club. Membership will not be supported in any club that engages in discriminatory practices in violation of applicable state and federal law or UNT policy. Coach Littrell must maintain the membership in good standing, and monthly dues, annual assessments, and other like charges are the personal responsibility of Coach Littrell. Reimbursement of business entertainment expenses at the club will be made in accordance with applicable regulations, policies, and rules. UNT

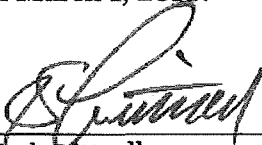


will pay a monthly stipend as shown on Attachment "A" and Coach Littrell acknowledges that this stipend is, and shall be reported as, a taxable benefit subject to applicable withholding.

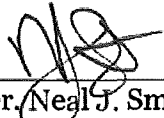
3. The Employment Agreement is amended by replacing Attachment "A" with the document designated Revised Attachment "A" in the form attached to this Amendment and Extension.

4. From and after March 1, 2018, all references to "Agreement" made in the Employment Agreement shall be as amended and extended herein. In the event of any conflict between this Amendment and Extension and the Employment Agreement, the terms of this Amendment and Extension shall control and the terms of the Employment Agreement shall be construed to give effect to the terms of this Amendment and Extension. Except as expressly amended and extended herein, all of the terms and provisions of the Employment Agreement are hereby ratified and reaffirmed and shall remain in full force and effect for all purposes.

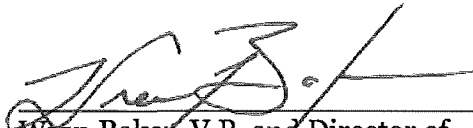
IN WITNESS WHEREOF, the parties have caused this Amendment and Extension to First Amended and Restated Head Football Coach Employment Agreement to be executed in multiple originals to be effective as of March 1, 2018.

  
\_\_\_\_\_  
Seth Littrell

UNIVERSITY OF NORTH TEXAS

  
\_\_\_\_\_  
Dr. Neal J. Smatresk, President

5/17/18

  
\_\_\_\_\_  
Wren Baker, V.P. and Director of Athletics

7/24/18

**REVISED ATTACHMENT "A"**

*Revised March 1, 2018*

COMPENSATION

<b>Annual Base Salary</b>	<b>\$1,200,000</b>
<b>Annual Automobile Allowance</b>	<b>\$7,800</b>
<b>Total Annual Compensation</b>	<b>\$1,207,800</b>

OTHER COMPENSATION

	<i>2018 SEASON</i>	<i>2019 SEASON</i>	<i>2020 SEASON</i>	<i>2021 SEASON</i>	<i>2022 SEASON</i>
<b>Retention Bonus<sup>1</sup></b>	\$50,000	\$50,000	\$50,000	\$50,000	50,000
<b>Radio/TV Stipend<sup>2</sup></b>	\$150,000	\$200,000	\$250,000	\$300,000	\$350,000
<b>Club Membership Stipend</b>	\$746/month	\$746/month	\$746/month	\$746/month	\$746/month
<b>Season Tickets – all other UNT Sports</b>	8	8	8	8	8

Additional Compensation: \$25,000 payable the first payroll period following 15 days after approval or execution of the Amendment and Extension to First Amended and Restated Head Football Coach Employment Agreement.

Home Football Game Suite: Coach shall have exclusive use of one suite for Home Football Games.

INCENTIVES

	<i>2017 SEASON</i>	<i>2018 SEASON</i>	<i>2019 SEASON</i>	<i>2020 SEASON</i>	<i>2021 SEASON</i>
<b>Wins CFP National Championship<sup>3</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Plays in CFP National Championship Game<sup>4</sup></b>	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

<sup>1</sup> **Retention Bonus:** Upon the conclusion of each calendar year in which Coach serves in the capacity of Head Coach, Coach shall be entitled to payment of any specified Retention Bonus. Payment will be made within forty-five days following conclusion of each calendar year. Unless otherwise provided, no payment shall be earned and no payment made for any season in which Coach does not serve in the capacity of Head Coach for the entire calendar year.

<sup>2</sup> **Radio/TV Stipend:** Coach shall appear on all coach's shows, pre- and post-game portions of each game broadcast, as well as any and all radio appearances arranged during the football season by the Athletics Department. Exceptions for extenuating circumstances may be granted by the Athletic Director. Each non-salary seasonal stipend shall be paid on a monthly basis through UNT's payroll system during the applicable contract year, subject to such withholdings as may be required by applicable federal or state law, and prorated for partial years or months.

<sup>3</sup> **Wins CFP National Championship:** Upon the conclusion of each football season, if the Team wins the College Football Playoff (CFP) National Championship game, then Coach shall be entitled to the corresponding payment.

<sup>4</sup> **Plays in CFP National Championship Game:** Upon the conclusion of each football season, if the Team plays in the CFP National Championship Game, then Coach shall be entitled to the corresponding payment.



Plays in CFP Semifinal Game <sup>5</sup>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Plays in CFP NY6 <sup>6</sup>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Conference Championship Game <sup>7</sup>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Post-Season Bowl Game <sup>8</sup>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Team Wins # of Games <sup>9</sup>					
6 conference or 7 total	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
7 conference or 8 total	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
8 conference or 9 total	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
8 conference + 10 total	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Coach of the Year <sup>10</sup>					
Conference	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
National	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Academic Success <sup>11</sup>	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

<sup>5</sup> **Plays in CFP Semifinal Game:** Upon the conclusion of each football season, if the Team plays in a CFP Semifinal Game, then Coach shall be entitled to the corresponding payment.

<sup>6</sup> **Plays in CFP NY6 Bowl Game:** Upon the conclusion of each football season, if the Team plays in one of the sextet of bowl games known as the New Year's Six (NY6) (currently, the Peach, Fiesta, Rose, Sugar, Orange, or Cotton), then Coach shall be entitled to the corresponding payment.

<sup>7</sup> **Conference Championship Game:** Upon the conclusion of each football season, if the Team plays in the Conference Championship Game, then Coach shall be entitled to the corresponding payment.

<sup>8</sup> **Plays in Post-Season Bowl Game:** If, during the Term, the Team participates in an NCAA sanctioned bowl game, other than an NY6 Bowl Game, Coach shall be entitled to the corresponding payment; however, if the Team participates in an NCAA sanctioned bowl game but qualifies despite having less than six (6) wins, UNT shall have the right to reduce the corresponding payment by 50%. Payment of the bonus shall be made through the UNT payroll system on or before the last day of February following the date of participation.

<sup>9</sup> **Team Wins Number of Games:** Upon completion of each football season, if the Team has won the corresponding number of games, then Coach shall be entitled to the corresponding amounts.

<sup>10</sup> **Coach of the Year:** Upon the conclusion of each football season, if Coach is named "C-USA Coach of the Year" by Conference USA, or if Coach is named "National Coach of the Year" by the Division I Coaches Association (AFCA), then Coach shall be entitled to the corresponding payment.

<sup>11</sup> **Academic Success:** For each football season and each corresponding academic year, if all of the following Academic Success guidelines are met or exceeded, then Coach shall be entitled to the corresponding payment:

- All football scholarship student-athletes maintain a GPA of 2.30 or greater;
- No team members score 0-2 in the Academic Performance Rate;
- APR must exceed 930;
- Graduation Rate for football scholarship student-athletes must equal or exceed 65%; and
- All team members must end the academic year eligible.

**SECOND AMENDMENT AND EXTENSION  
TO THE  
FIRST AMENDED AND RESTATED  
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF NORTH TEXAS  
AND  
SETH LITRELL**

This Second Amendment and Extension to the First Amended and Restated Head Football Coach Employment Agreement (“Amendment and Extension”) is made and entered into to be effective as of May 23, 2019, by the **University of North Texas** (“UNT”) and by **Seth Littrell** (“Coach Littrell”), and hereby amends and extends the First Amended and Restated Head Football Coach Employment Agreement, dated effective March 1, 2017, as amended and extended March 1, 2018 (“Employment Agreement”).

WHEREAS, UNT and Coach Littrell are entering into this Amendment and Extension because UNT desires to retain Coach Littrell as its Head Football Coach with Coach Littrell’s assurance that he will serve the entire Term of this Agreement, a long-term commitment by Coach Littrell being critical to UNT’s desire to maintain a stable athletics department and program (“Athletics Program”);

WHEREAS, the circumstances of Coach Littrell’s employment justify job security and commitment by UNT longer than one year but less than a continuous appointment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be bound hereby, UNT and Coach Littrell agree as follows:

1 Section 2.04 of the Employment Agreement shall be modified by replacing “January 31, 2023” with “January 31, 2024.” A contract year shall continue to run from February 1 through January 31 of each year.

2 The Employment Agreement is hereby amended by revising Attachment “A” effective June 1, 2019, in the form attached to this Amendment and Extension.

3 (a) The Employment Agreement is amended by replacing the fifth (5<sup>th</sup>) sentence of Section 5.09 with the following:

Accordingly, Coach Littrell agrees that in the event he resigns or otherwise terminates employment as Head Football Coach of the Team prior to the end of the final football season, including any post-season bowl game, during the Term of this Agreement, Coach Littrell, or his designee, will immediately forfeit all rights to receive any compensation described in Agreement Article III from UNT (other than amounts earned but not yet paid) and Coach Littrell will pay to UNT an amount equal to thirty percent (30%) of the guaranteed compensation referenced and described in Section 5.07 (a).



**REVISED ATTACHMENT "A"**  
***Revised Effective June 1, 2019***

COMPENSATION

<b>Annual Base Salary</b>	<b>\$1,350,000</b>
<b>Annual Automobile Allowance</b>	<b>\$7,800</b>
<b>Total Annual Compensation</b>	<b>\$1,357,800</b>

OTHER COMPENSATION

	<i>2019 SEASON</i>	<i>2020 SEASON</i>	<i>2021 SEASON</i>	<i>2022 SEASON</i>	<i>2023 SEASON</i>
<b>Retention Bonus<sup>1</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Radio/TV Stipend<sup>2</sup></b>	\$250,000	\$300,000	\$350,000	\$400,000	\$450,000
<b>Club Membership Stipend</b>	\$746/month	\$746/month	\$746/month	\$746/month	\$746/month
<b>Season Tickets – all other UNT Sports</b>	8	8	8	8	8

Additional Compensation: \$65,000 payable July 1, 2019.

Home Football Game Suite: Coach shall have exclusive use of one suite for Home Football Games.

Private Aircraft Charter: \$100,000 during each contract year, payable no later than July 15 of each contract year, to be used by Coach to acquire private aircraft charter flight services, subject to such withholdings and contributions as may be required by federal or state law and regulation.

INCENTIVES

	<i>2019 SEASON</i>	<i>2020 SEASON</i>	<i>2021 SEASON</i>	<i>2022 SEASON</i>	<i>2023 SEASON</i>
<b>Wins CFP National Championship<sup>3</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Plays in CFP National Championship Game<sup>4</sup></b>	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

<sup>1</sup> **Retention Bonus**: Upon the conclusion of each calendar year in which Coach serves in the capacity of Head Coach, Coach shall be entitled to payment of any specified Retention Bonus. Payment will be made within forty-five days following conclusion of each calendar year. Unless otherwise provided, no payment shall be earned and no payment made for any season in which Coach does not serve in the capacity of Head Coach for the entire calendar year.

<sup>2</sup> **Radio/TV Stipend**: Coach shall appear on all coach's shows, pre- and post-game portions of each game broadcast, as well as any and all radio appearances arranged during the football season by the Athletics Department. Exceptions for extenuating circumstances may be granted by the Athletic Director. Each non-salary seasonal stipend shall be paid on a monthly basis through UNT's payroll system during the applicable contract year, subject to such withholdings as may be required by applicable federal or state law, and prorated for partial years or months.

<sup>3</sup> **Wins CFP National Championship**: Upon the conclusion of each football season, if the Team wins the College Football Playoff (CFP) National Championship game, then Coach shall be entitled to the corresponding payment.

<sup>4</sup> **Plays in CFP National Championship Game**: Upon the conclusion of each football season, if the Team plays in the CFP National Championship Game, then Coach shall be entitled to the corresponding payment.

<b>Plays in CFP Semifinal Game<sup>5</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Plays in CFP NY6<sup>6</sup></b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Conference Championship Game<sup>7</sup></b>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
<b>Post-Season Bowl Game<sup>8</sup></b>	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
<b>Team Wins # of Games<sup>9</sup></b>					
<b>6 conference or 7 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>7 conference or 8 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>8 conference or 9 total</b>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>8 conference with 10 total</b>	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>Coach of the Year<sup>10</sup></b>					
Conference	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
National	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>Academic Success<sup>11</sup></b>	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

<sup>5</sup> **Plays in CFP Semifinal Game:** Upon the conclusion of each football season, if the Team plays in a CFP Semifinal Game, then Coach shall be entitled to the corresponding payment.

<sup>6</sup> **Plays in CFP NY6 Bowl Game:** Upon the conclusion of each football season, if the Team plays in one of the sextet of bowl games known as the New Year's Six (NY6) (currently, the Peach, Fiesta, Rose, Sugar, Orange, or Cotton), then Coach shall be entitled to the corresponding payment.

<sup>7</sup> **Conference Championship Game:** Upon the conclusion of each football season, if the Team plays in the Conference Championship Game, then Coach shall be entitled to the corresponding payment.

<sup>8</sup> **Plays in Post-Season Bowl Game:** If, during the Term, the Team participates in an NCAA sanctioned bowl game, other than an NY6 Bowl Game, Coach shall be entitled to the corresponding payment; however, if the Team participates in an NCAA sanctioned bowl game but qualifies despite having less than six (6) wins, UNT shall have the right to reduce the corresponding payment by 50%. Payment of the bonus shall be made through the UNT payroll system on or before the last day of February following the date of participation.

<sup>9</sup> **Team Wins Number of Games:** Upon completion of each football season, if the Team has won the corresponding number of games, then Coach shall be entitled to the corresponding amounts (up to a maximum of \$70,000).

<sup>10</sup> **Coach of the Year:** Upon the conclusion of each football season, if Coach is named "C-USA Coach of the Year" by Conference USA, or if Coach is named "National Coach of the Year" by the Division I Coaches Association (AFCA), then Coach shall be entitled to the corresponding payment.

<sup>11</sup> **Academic Success:** For each football season and each corresponding academic year, if all of the following Academic Success guidelines are met or exceeded, then Coach shall be entitled to the corresponding payment:

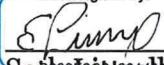
- All football scholarship student-athletes maintain a GPA of 2.30 or greater;
- No team members score 0-2 in the Academic Performance Rate;
- APR must exceed 930;
- Graduation Rate for football scholarship student-athletes must equal or exceed 65%; and
- All team members must end the academic year eligible.



(b) UNT acknowledges and agrees that Sections 5.09 (a), (b), and (c) shall remain unchanged.

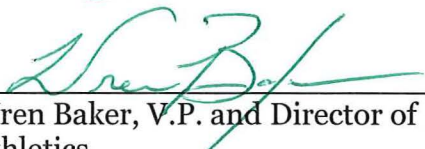
4 From and after May 23, 2019, all references to "Agreement" made in the Employment Agreement shall be as amended and extended herein. In the event of any conflict between this Amendment and Extension and the Employment Agreement, the terms of this Amendment and Extension shall control and the terms of the Employment Agreement shall be construed to give effect to the terms of this Amendment and Extension. Except as expressly amended and extended herein, all of the terms and provisions of the Employment Agreement are hereby ratified and reaffirmed and shall remain in full force and effect for all purposes.

IN WITNESS WHEREOF, the parties have caused this Amendment and Extension to First Amended and Restated Head Football Coach Employment Agreement to be executed in multiple originals to be effective as of May 23, 2019.

DocuSigned by:  
  
Seth J. Tittel

UNIVERSITY OF NORTH TEXAS

  
Dr. Neal J. Smatresk, President

  
Wren Baker, V.P. and Director of Athletics

**THIRD AMENDMENT TO  
THE FIRST AMENDED AND RESTATED HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT**

This Third Amendment to the First Amended and Restated Head Football Coach Employment Agreement ("Amendment") is effective January 1, 2021, and is entered into by the University of North Texas ("UNT"), and by Seth Littrell, ("Coach Littrell").


WHEREAS, UNT and Coach Littrell entered into that certain First Amended and Restated Head Football Coach Employment Agreement effective March 1, 2017, as amended and extended ("Agreement").

WHEREAS, UNT and Coach Littrell now desire to further amend the terms of the Agreement as more particularly set forth below:

1. Section 3.01(d) of the Agreement is hereby amended by deleting the last sentence and replacing it with the following:  
  
"In lieu of a courtesy car, UNT may provide a monthly stipend of One Thousand and No/100 Dollars (\$1,000.00) upon the request of Coach Littrell and approval of the Vice President and Director of Athletics. Coach Littrell acknowledges that the use of a courtesy car or receipt of a stipend is, and shall be reported as, a taxable benefit."
2. This Amendment embodies the entire agreement between UNT and Coach Littrell with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
3. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, the parties have made and entered into this Amendment effective on the day and year first above written.

**UNIVERSITY OF NORTH TEXAS**

  
\_\_\_\_\_  
Date: 1/20/21

Seth Littrell  
Head Coach – Football

\_\_\_\_\_  
\_\_\_\_\_  
Date:  
Dr. Neal Smatresk  
President

\_\_\_\_\_  
1/21/2021  
\_\_\_\_\_  
Date:  
Wren Baker  
Vice President and Director of  
Athletics



**THIRD AMENDMENT TO THE  
FIRST AMENDED AND RESTATED  
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF NORTH TEXAS  
AND  
SETH LITTRELL**

This Third Amendment to the First Amended and Restated Head Football Coach Employment Agreement (“Amendment”) is made and entered into to be effective as of January 5, 2021, by the **University of North Texas** (“UNT”) and by **Seth Littrell** (“Coach Littrell”), and hereby amends the First Amended and Restated Head Football Coach Employment Agreement, dated effective March 1, 2017, as amended and extended (“Employment Agreement”).

WHEREAS, UNT and Coach Littrell are entering into this Amendment to clarify and more specifically define the duty to mitigate contained in section 5.08 of the Employment Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be bound hereby, UNT and Coach Littrell agree as follows:

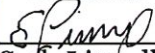
1. Section 5.08 of the Employment Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“5.08 Mitigation of Damages by Coach if UNT Terminates Without Cause. Notwithstanding any provision of this Agreement to the contrary, Coach Littrell agrees to mitigate UNT's obligation to pay liquidated damages set forth above and to make reasonable and diligent efforts to obtain comparable employment as soon as reasonably possible after termination of this Agreement by UNT without cause. Coach Littrell’s obligation to obtain comparable employment includes a duty to seek a Market-Rate Salary, consistent with compensation rates for similar positions in the given industry at the time such employment is obtained. “Market-Rate Salary” is defined as the lesser of the good faith average total compensation for the position among public universities in the conference of the new collegiate institution utilizing available compensation sources or the three year average salary for the position at the new collegiate institution. After Coach Littrell obtains such new employment, UNT's financial obligations under this Agreement shall be reduced on a monthly basis by the greater of Coach Littrell’s new salary or the “Market Rate Salary” calculation outlined above, and UNT’s financial obligations shall cease or be offset to the extent of such mitigation. If Coach Littrell obtains comparable employment and fails to notify UNT within ten (10) days of commencing such employment, then UNT's financial obligations under this Agreement shall cease effective the 11th day following commencement of such employment.”

2. From and after January 5, 2021, all references to “Agreement” made in the Employment Agreement shall be as amended herein. In the event of any conflict between this Amendment and the Employment Agreement, the terms of this Amendment shall control and the terms of the Employment Agreement shall be construed to give effect to the terms of this Amendment. Except as expressly amended herein, all of the terms and provisions of the Employment Agreement are hereby ratified and reaffirmed and shall


remain in full force and effect for all purposes.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to First Amended and Restated Head Football Coach Employment Agreement to be executed in multiple originals to be effective as of January 5, 2021.

DocuSigned by:  
  
Seth Mitchell  
1/20/2021

UNIVERSITY OF NORTH TEXAS

\_\_\_\_\_  
Dr. Neal J. Smatresk, President

 1/20/21  
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Wren Baker, V.P. and Director of  
Athletic