

HEAD COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is between The University of Texas at El Paso (the "University") and **Dana Dimel** ("Head Coach") (collectively, the "Parties"). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Head Coach by the University.

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

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

3. TERM OF EMPLOYMENT

The term of this Agreement shall begin on December 27, 2017, and shall terminate on January 31, 2023 (the "Term"), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. Head Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Head Coach a claim to tenure in employment, nor shall Head Coach's service pursuant to this Agreement count in any way toward tenure at the University.

4. HEAD COACH'S DUTIES AND RESPONSIBILITIES

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

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

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

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

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

averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates.

(3) The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Head Coach, as a member of the Athletics Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for ethical conduct are established and enforced by the University, the University of Texas System, the C-USA Conference and the NCAA.

(4) Head Coach will be a Campus Security Authority ("CSA") as defined by the Clery Act. As a CSA, Head Coach will comply with University policies on the reporting of crime statistics and related information to the official designated by the University for the purposes of Clery Act reporting.

(5) In compliance with Title IX of the Education Amendments of 1972, Head Coach will be a Responsible Employee as defined by University policies on Sexual Harassment and Sexual Misconduct. As a Responsible Employee, Head Coach will report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct to the University's Title IX Coordinator or other appropriate designee as required by University policy.

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

(7) Head Coach hereby understands and agrees that the final medical decisions regarding student-athlete participation in organized practices and/or competitions shall be made by the medical and training room staff.

(8) Head Coach will ensure that he and his staff and assistant coaches recruit student-athletes who are likely to meet the University and NCAA's academic requirements.

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

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

(11) Head Coach agrees to arrange for the scheduling of games for the Program and agrees that such scheduling will be mutually coordinated and agreed upon with the Athletics Director, in consideration of the overall needs of University Athletics. Head Coach will use reasonable efforts to arrange travel and scheduling by student-athletes in

such a manner as to minimize lost classroom time. The Athletics Director or Athletics Director's designee will be the final authority on scheduling decisions.

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

(13) Head Coach shall adhere to the University's Athletics department policy and procedures, and shall have team rules which must be approved by the Athletics Director prior to implementation or enforcement.

(14) Head Coach has authority and responsibility to make decisions as to the hiring, continued employment, job titles, compensation and discharge of assistant coaches and all other personnel employed exclusively for the Program. All such decisions shall be made in consultation with the Athletics Director and are subject to the prior approval of the Athletics Director and will be in accordance with the policies and procedures of the University's Human Resources guidelines and the University of Texas System.

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

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

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

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

(19) Head Coach will continue to work with the University and use his best efforts to continue raising funds necessary to adequately fund the Program. Head Coach shall allow his name, likeness, and biographical sketch to be used by the University for fundraising and for any other reasonable purpose that supports the Program or the University.

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

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

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

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

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

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

(3) If Head Coach is found to be in violation of Governing Athletics Rules, whether while employed by the University or during prior employment at another NCAA

member institution, Head Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Head Coach may be terminated as provided in Section 7.A of this Agreement.

5. OTHER EMPLOYMENT

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

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

6. COMPENSATION AND BENEFITS

A. Base Salary.

(1) Effective December 27, 2017, the annual Base Salary for duties performed by Head Coach under this Agreement shall be \$700,000. The Base Annual Salary shall be payable in 12 monthly installments. The Base Annual Salary will be reviewed at least annually and may be adjusted as required by the legislature or as deemed appropriate by the University.

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

for by legislative action of the State of Texas or by action of the Board of Regents of The University of Texas System or the University.

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

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

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

(3) Country Club Membership. For the period that Head Coach is Head **Football** Coach, he will receive one full membership in either the El Paso Country Club or the Coronado Country Club.

(4) Family Travel. It is understood by the parties that while Head Coach is serving as the Head **Football** Coach, an immediate family member may be called upon from time to time to travel and/or attend various functions on behalf of the University. When engaged in such activities and subject to any limitations or conditions placed by Rules or Regulations, Head Coach's immediate family member will be entitled to

reimbursement for travel and other reasonable and necessary expenses incurred while engaging in such official activities, provided that such activities are at the direction of the Athletics Director and have the prior approval of the University President.

(5) Home Game Tickets. For the period that Head Coach is Head Football Coach, he will receive up to 10 (ten) tickets for each home game played at the University to be used at his discretion. Said Home Game Tickets will be located in a section of the University Sun Bowl Stadium as determined by the University Athletics Director.

(6) Relocation Expenses. The University may reimburse Head Coach an amount not to exceed \$30,000 for allowable relocation, temporary lodging, and moving expenses in accordance with applicable law and University rules and regulations.

C. Performance Incentives. As a bonus, to supplement Head Coach's compensation, as set out herein, the University agrees to pay the following sums upon attainment of each specified goal, provided the Program is in compliance with all Governing Athletics Rules and University Rules, and there are no pending or active NCAA or C-USA Conference investigations or major violations of which Head Coach knew or should have known. Coach must be employed by University on the date of any game or event that earns the performance incentive and must have participated as head coach in such game or activity.. Payment will be made to Head Coach within 60 days after goal is accomplished.

Specified Goal	Incentive Amount
1. C-USA Western Division Championship	One month Base Annual Salary*
2. C-USA Champion	One month Base Annual Salary*
3. NCAA National Championship	\$100,000
4. NCAA Post-Season Bowl Game appearance	One month Base Annual Salary*
5. NY6 Bowl Game Appearance or College Football Playoff (CFP) Appearance	One month Base Annual Salary*
6. C-USA Coach of the Year Award	One month Base Annual Salary*
7. National Coach of the Year designation by a nationally recognized poll/association	Two month Base Annual Salary*
8. Single-year Annual Academic Progress Report (APR) Published (MAAC Report) score of 960-969 = \$5,000, 970-984 = \$7,500, 985 or higher = one month Base Annual Salary	The amounts listed are not cummalative for this particular incentive*
9. Annual cumulative Grade Point Average (GPA) for football team players for Spring and Fall academic terms of 3.0 or above	One month Base Annual Salary*
10. Annual cumulative graduation rate of scholarship football team players who have exhausted their eligibility greater than 80% (eighty percent)	One month Base Annual Salary*

11. Football Season Ticket sales increase of 25% or more over previous year's sales	Two weeks Base Annual Salary*
12. Football Home Game attendance at the Sun Bowl Stadium increase of 20% or more over previous year's attendance	Two weeks Base Annual Salary*
13. Retention Bonus upon continued employment as Head Coach at the conclusion of the final game of the 2021 regular season	\$75,000

* Base Annual Salary as noted in Section 6.A. above

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

E. Assistant Coach Salary Pool. The total salary pool for the ten (10) full-time assistant coaches and the support staff shall be \$1.65 million dollars, effective immediately. The total salary pool shall increase on each anniversary of this Agreement by no less than five percent (5%). Coach shall determine, subject to applicable Board of Regents' approval, the amount to be paid to each assistant coach, as mutually agreed upon between Coach, the University's Director of Athletics, and the Executive Vice President Legal Affairs and Oversight and consistent with the University's employment policies.

F. Subject to applicable laws and regulations, an additional one hundred thousand dollars (\$100,000.00) shall be offered to Head Coach during each contract year to be used by Head Coach to accomplish the following: increase the Head Coach's salary, increase the salaries of the assistant coaches/support staff, or to augment the football budget in some particular area.

7. SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

(11) Engaging in conduct that violates any Governing Athletics Rules or University Rules concerning (a) consensual relationships between employees and students or (b) sexual harassment; or

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

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

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

Head Coach and the University acknowledge that it is not the desire or the intention of the University that Coach's employment be terminable for minor, technical or otherwise insignificant acts of misconduct by Coach, or for minor, technical or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I institutional penalties. Furthermore, it is not the intention or desire of the University that that this Agreement be terminable if Level II or lesser violations occur after Coach has properly exercised institutional control under the Principles of Institutional Control as prepared by the NCAA Committee on Infractions. The significance of violations or misconduct of any type are at the sole discretion of the University.

B. Termination by the University without Cause. The University shall have the right to terminate Head Coach's employment and this Agreement without any reason and without cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated without cause, (1) all obligations of the University to Head Coach

pursuant to this Agreement shall cease as of the date of any such termination, (2) Head Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, et al), (3) the University will pay to Head Coach, in lieu of any and all other legal remedies or equitable relief available to Head Coach, liquidated damages, in equal monthly installments, an amount equal to all remaining compensation, including, but not limited to Base Salary and Retention Bonuses, that would have been due to Coach under this Agreement had Coach remained employed by University from the date of termination through the end of the Term. In addition, University will pay to Coach, no later than the last day of the month in which University exercises its right to Terminate this Agreement without cause, any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.

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

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

C. Termination of Employment by Head Coach. The Parties agree that Head Coach has special, exceptional and unique knowledge, skill and ability as a Head Football Coach which, in addition to the continuing acquisition of head coaching experience at the University, as well as the University's special need for continuity in its Football program, render Head Coach's services unique. Head Coach further recognizes that his promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Head Coach of the Program. Head Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise

terminate his employment as Head Coach with the University prior to the expiration of this Agreement and Head Coach at another intercollegiate Football program. Accordingly, Head Coach agrees that in the event he resigns or otherwise terminates his employment under this Agreement prior to the expiration of the initial term of this Agreement and accepts a head coaching position at another intercollegiate Football program or a head coaching position with a professional Football program, he shall pay to the University as liquidated damages, and not as a penalty, the following amounts:

(a) If Head Coach leaves during the **first** year of this Agreement, he will pay the University \$2,400,000;

(b) If Head Coach leaves during the **second** year of this Agreement, he will pay the University \$1,800,000;

(c) If Head Coach leaves during the **third** year of this Agreement, he will pay the University \$1,200,000.

(d) If Head Coach leaves during the **fourth** year of this Agreement, he will pay the University \$600,000.

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

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

E. Termination for Disability/Death. If Head Coach dies or becomes permanently disabled to the extent that, in the judgment of the Athletics Director, Head Coach cannot satisfactorily perform the duties of Head **Football** Coach ("Inability to Perform"), this

Agreement shall terminate and all obligations of the University to compensate Head Coach pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Head Coach or Head Coach's estate in accordance with this Agreement for services performed prior to the termination date and Head Coach or Head Coach's estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Head Coach is or was enrolled.

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

G. NCAA investigation notice. University has informed Head Coach of all significant NCAA issues of which it is aware.

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

UNIVERSITY:

HEAD COACH:

THE UNIVERSITY OF TEXAS AT EL PASO

By: _____

Richard Adauto
Executive Vice President

Date: _____

06/22/18

Dana Dimel

Date: _____

6/22/18

Approved as to Content:

By: Jim Senter
Jim Senter
Athletics Director

Date: 6/22/18

With copy to:
Pete Roussel
Coaches Consulting Group (CCG)
2700 Post Oak Blvd., Suite 1450
Houston, TX 77056

APPROVED:

Steve Leslie
Steve Leslie
Executive Vice Chancellor for
Academic Affairs
The University of Texas System

Date: 7/10/18