

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of January 1, 2012, by and between Athletics (Athletics), and Head Coach (Head Coach).

WHEREAS, Athletics operates the intercollegiate athletics programs of the University (University), subject to the direction and control of the Chancellor of the University; and

WHEREAS, Head Coach wishes to serve, and Athletics desires that Head Coach should serve, as the head coach for the University intercollegiate football program.

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree as follows:

**1. Employment**

Athletics hereby employs Head Coach to perform all duties and responsibilities attendant to the position of Head Coach of the University's intercollegiate football team (Team) as set forth in this Agreement.

**2. Term**

This Agreement shall be for a term of 5 years, from January 1, 2012 through the later of December 31, 2016, or the date of any Bowl Game the football team is scheduled to play in following the 2016 regular season, unless earlier terminated as set forth herein.

**3. Performance**

Head Coach agrees to serve as head football coach for the term of this Agreement and to devote his full time and attention and give his best efforts and skill exclusively to the duties required of him as the University head football coach. During the term of this Agreement, Head Coach shall report to and be under the immediate supervision of University's Director of Intercollegiate Athletics (the "Director") or his designee and shall regularly confer with the Director or his designee on matters involving the operation of the football program. Head Coach shall not directly report to more than one person at any given time, and Athletics hereby agrees that in the event Head Coach does not report directly to the Director, the designee shall be either an Assistant or Associate Director of Athletics. Without limiting the generality of this Section 3, Head Coach's duties and responsibilities as the head football coach shall include, but not be limited to, the following:

- A. The competent and diligent performance of all reasonable duties as may be required by the Head Coach in connection with the supervision and administration of the University football program. Such duties shall include, but are not limited to, supervising, evaluating, recruiting, training and coaching student-athletes to

compete against major college competition; the evaluation of coaching staff; and budget preparation and administration, for approval by the Director or designee, as it relates to the football program; and

- B. The professional and personal comportment at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of Athletics and University. At all times Head Coach shall exercise due care such that all personnel and student-athletes under his supervision or subject to Head Coach's control or authority comport themselves in a similar manner; and
- C. The compliance with the academic standards and requirements of University with respect to the recruiting and eligibility of prospective and current student-athletes for the football program. Head Coach shall comply with the academic policies established by University, the Conference or any successor conference (both referred to herein as the "Conference"), and the NCAA, including monitoring and encouraging the regular progress toward an academic degree of those student-athletes in the football program. Head Coach will make reasonable and good faith efforts to cooperate with academic counselors or similar persons to assist student-athletes in connection with the academic pursuits of the student-athletes and shall use his personal best efforts to encourage and promote every student-athlete to obtain a baccalaureate degree; and
- D. Undertaking reasonable best efforts to comply with, and assuring that all persons under his supervision, including coaches and student-athletes comply with, the rules and regulations of the National Collegiate Athletics Association (NCAA), the Conference, and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student-athletes as may from time to time be promulgated by University and/or Athletics. Head Coach shall observe and respect the principles of institutional control in every aspect of the football program. In the event that Head Coach becomes aware, or has reasonable cause to believe, that violations concerning these rules may have taken place, he shall report the same promptly to the Director; and
- E. Undertaking reasonable best efforts to competently and diligently perform all required tasks and activities of, and adherence to all standards, rules, policies, and regulations established by applicable federal and state laws and agencies, including the Buckley Amendment, the Handbook for Faculty and Other Unclassified Staff of University, and Athletics' Policies and Procedures Manual, as such laws, standards, rules, regulations and policies may be amended from time to time. Head Coach hereby acknowledges that a complete copy of both University's policies for Faculty and Other Unclassified Staff and a complete copy of Athletics' Policies and Procedures Manual are available at .PDF and .DOC respectively. In case of a conflict between University's policies for Faculty and Other Unclassified Staff and Athletics' Policies and Procedures Manual, the terms of Athletics' Policies and Procedures Manual shall control. Head Coach acknowledges and agrees that he has received information regarding access to

Athletics' Policies and Procedures Manual and he shall be governed by its terms; and

- F. Maintaining and enforcing conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the football program so as to ensure academic and moral integrity; and
- G. The performance of professional services as such services relate to the position of Head Coach and are as further set forth in Section 8 herein; and *Next rules - 16/18*
- H. Head Coach shall not, without approval of the Director, arrange for or agree to the receipt by the assistant football coaches of any supplemental pay, bonus, or other form of payment from any outside source, except for income earned from the operation of Head Coach's sports camps or clinics; and
- I. Head Coach may recommend the hiring, continued employment, job titles, dismissal, and compensation of the employees involved in the football program at University with final approval by the Director. All such recommendations are subject to standard Athletics pre-employment inquiries, including NCAA and criminal background checks. Head Coach shall make no financial or employment commitments unless specifically authorized and approved by the Director. Athletics agrees to budget annually at least \$X to be allotted for salaries for coaching personnel for the football program; and
- J. Head Coach may recommend the scheduling of football games, with the final scheduling authority to be the responsibility of the Director.

#### 4. Salary

For all services to be performed by Head Coach in his capacity as head football coach, Athletics shall pay Head Coach a salary of \$X per annum, payable in twelve (12) equal monthly installments on the last day of each month during the term of this Agreement. Said salary may be increased from time to time upon review by Athletics in an annual performance review and any such adjustment shall be effective upon the next payment date.

#### 5. Incentive Payments

- A. The following incentive payments shall be paid to Head Coach in the event the football team achieves any of the goals corresponding to the amounts indicated:

5 Conference game wins:	\$X
Each additional Conference win after 5 wins:	\$X per game
Conference Regular Season Championship:	\$X
Bowl Game participation:	\$X
Bowl Game win:	\$X
BCS Bowl Game participation:	\$X

BCS Bowl Game win:	\$X
AP National Coach of the Year:	\$X
Conference Coach of the Year:	\$X
National Championship Game participation:	\$X
National Championship Game win:	\$X

- B. It is the intent of the parties that the amounts set forth in Subsection 5(A) shall be cumulative with any other section and with each other. Example: if the Team wins 5 Conference games, Head Coach is named Conference Coach of the Year, and the Team participates in and wins a bowl game, Head Coach shall receive \$X, which is the sum of the incentives earned that year (assuming no other provisions of this Section 5 are applicable).

## 6. Outside Income

- A. Head Coach agrees that he shall provide to the Chancellor of the University by September 1 of each year a detailed accounting in writing of all athletically related income and benefits from sources outside the institution. This report shall include the amount and source of income.
- B. Head Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, commercial or private ventures, including using Head Coach's name or likeness by any commercial, public, or private entity, television, radio, or internet, unless such activities are expressly approved in writing and in advance by the Director and comply with NCAA and Conference bylaws, rules, and regulations and in compliance with Athletics' Policies and Procedures Manual. Head Coach agrees that any outside activities shall not conflict with or be inconsistent with his responsibilities under this contract.
- C. Nothing in this Agreement shall constitute permission or license of Head Coach to use or authorize third parties to use University's trademarks in connection with outside employment. A license to use the University's trademarks must be obtained from and approved by the University Director of Trademark Licensing. Nothing in this Agreement shall constitute permission or license for Head Coach to change or modify any existing trademarks or to create new trademarks for University or its football program without the express written permission of the Director and the Chancellor of University.

## 7. Professional Services

- A. Athletics shall pay to Head Coach for professional services rendered an income of not less than \$X per annum (the "Guaranteed Net Income"), said payments

beginning January 1, 2012 through December 31, 2016. Duties under this section may include educational, public relations, and promotional duties as assigned by the Director.

- B. The payment amount set forth in Section 7 (A) above shall be made in twelve equal monthly installments due on the last day of every month.
- C. The payments to Head Coach described in this Section 7 are contingent upon Head Coach's participation and cooperation performing said duties as described in Section 7 (A) above, including but not limited to, the production of any radio shows, Internet features, or his occasional endorsement of products affiliated with and approved by Athletics or its marketing partner(s).
  - i. Athletics hereby agrees that it shall not enter into any agreement that would require Head Coach to endorse any specific product or products, except as provided in Section 9 below, without Head Coach's prior written consent, which shall not be unreasonably withheld.
  - ii. Athletics further agrees that Head Coach shall be entitled to earn and retain all revenues generated by his participation in outside activities not covered by this Agreement and approved by Athletics pursuant to Section 6 (B).
- D. In the event that Head Coach's employment is terminated without cause pursuant to Section 12 of this Agreement, Head Coach shall be entitled to payment under this Section 7 up to the date of termination only; the payments under Section 12 shall be considered as liquidated damages with no other sums or damages of any kind whatsoever paid by Athletics to Head Coach.
- E. In the event that Head Coach's employment is terminated pursuant to Sections 13 or 15 of this Agreement, Head Coach shall be entitled to payment under this Section 7 up to the date of termination only.

## **8. NCAA and/or Conference Violations**

- A. If University, Athletics, the Conference, or the NCAA determine that Head Coach has violated NCAA or Conference regulations, or willfully knowingly permitted any other person under his direction or control to commit an NCAA or Conference violation or if Head Coach fails to report promptly or provide complete and accurate information to the Director, in addition to any remedies provided by this Agreement or at law, Head Coach agrees that he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, as now existing or as amended from time to time. Such action by the NCAA or Conference shall not preclude or, in any manner, affect Athletics' right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

- B. Head Coach further agrees that if he is found by University, Athletics, the Conference or the NCAA to be involved in significant or repetitive violations of NCAA regulations, whether while employed at University or during prior employment at another NCAA member institution, Head Coach may be suspended without pay for a period of time and/or the employment of Head Coach may be terminated for cause, as set forth in Section 13 below. Additionally, if Head Coach knew or should have known of a significant or repetitive violation of NCAA regulations and he fails to promptly report it to the Director, he agrees that he may be suspended without pay and/or terminated for cause, as set forth in Section 13 below.
- C. Head Coach further agrees that he shall report promptly to the Director any violations known to Head Coach of governing athletic rules, including NCAA and/or Conference rules, or Athletics or University rules, regulations or policies by assistant coaches, student-athletes or other persons under the direct control or supervision of Head Coach
- D. If Head Coach is fined by the Conference or NCAA for any violation of the sportsmanship policy, such penalty shall be the sole responsibility of the Head Coach.
- E. Head Coach agrees to indemnify University and Athletics for all costs and expenses, including attorneys' fees, incurred by University and/or Athletics as a result of University's football program being placed on probation due to a serious, intentional, or significant or repetitive violation of NCAA rules and regulations by Head Coach. Said payments by Head Coach shall not exceed \$X.

**9. Apparel and Media Rights/Contracts**

- A. Head Coach acknowledges that any apparel provided by a manufacturer to University or Athletics or purchased by University or Athletics is subject to NCAA rules and regulations, as well as the State statutes concerning the acceptance of gifts to University and the University's property inventory procedures. All such equipment must be sent directly to Athletics Athletic Equipment Manager and shall be owned by Athletics. Any equipment or apparel that is provided to or purchased by Head Coach from an apparel dealer for Head Coach's personal use must be delivered to his home address, and cannot be received by University or Athletics.
- B. All designs for merchandise incorporating any University marks and/or logos (including verbiage), which may be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any University or Athletics employees, must be approved by the Associate Athletics Director/Communications and Media Relations prior to production. All merchandising incorporating any University marks and/or logos (including verbiage), which shall be sold or given away at any activities (camps, clinics, any

athletic contests, etc.) involving any University or Athletics employees, is subject to normal licensing approval and applicable royalty fees. All such merchandise must be purchased from University-approved, licensed manufacturers. A list of all University-approved, licensed manufacturers (including addresses and phone numbers) shall be available from the Associate Director for External Relations and must be reviewed by Head Coach. Copies of all invoices for all merchandise incorporating any University marks and/or logos (including verbiage) ordered for resale/give-away at any activities (camps, clinics, any athletic contests, etc.) involving University or Athletics employees, must be forwarded to the Associate Athletics Director/Communications and Media Relations for review and approval.

- C. Head Coach acknowledges that Athletics and University have agreements with apparel and/or footwear manufacturers and distributors, as well as beverage agreements, to provide footwear, apparel, and other Products to Athletics for use by the football team and staff. Head Coach agrees he shall not negotiate a separate contract with any footwear, apparel, or beverage manufacturer while serving as head football coach, and that he shall comply with all terms of Athletics agreements with such apparel, footwear, or beverage agreements that currently exist or that the University or Athletics may negotiate in the future. Athletics shall furnish the details of such agreements to Head Coach.
- D. Head Coach further acknowledges that Athletics possesses the sole and exclusive ownership rights to all media rights in University football, including but not limited to the following: radio, television, internet or any other medium whatsoever whether now existing or developed in the future. As such, Athletics shall have the sole and exclusive rights to produce and market all radio, television, and internet shows in relation to the football program at Athletics. Athletics shall be entitled to retain all revenue generated by the programs, including but not limited to, that received from program sponsors for commercial endorsements used during the programs. Coach agrees that Athletics may use his name, picture, likeness, and voice in connection with such programs or endorsements and in all other respects for purposes consistent with this section and elsewhere in the Agreement.

#### **10. Other Miscellaneous Benefits**

So long as Head Coach continues as the head coach of the University intercollegiate football program, Athletics agrees to provide, or pay, as the case may be, and only as directed by Head Coach, the following additional benefits:

- A. For the duration of his employment as head football coach, Head Coach shall receive the use of two automobiles, the model of which shall be the highest line of the manufacturer or as are mutually agreed upon, at no cost to Head Coach, subject to the procedures outlined in the Athletics' Policies and Procedures Manual.

- B. So long as Head Coach remains insurable, and employed by Athletics, Athletics shall purchase and maintain a term life insurance policy for Head Coach in the amount of \$X. Head Coach shall be the owner of the policy and may designate the beneficiaries. Head Coach hereby agrees that Athletics may purchase an additional life insurance policy on Head Coach and, in recognition of Head Coach's value to Athletics and its programs, Athletics shall be the beneficiary of such policy.
- C. Athletics shall pay the reasonable travel expenses, lodging, food, and entertainment expenses incurred by Head Coach's spouse and 2 children in attending University football games held outside of City, State.
- D. Head Coach shall be entitled to operate a summer football camp or clinics in accordance with the policies of University, Athletics, the NCAA and Conference concerning the operation of such camps. Head Coach hereby acknowledges and agrees that within 60 days from the closing of any camp or clinic, Head Coach shall provide to Athletics a full accounting of the camp or clinic, including a statement of income and expenses, and an accounting of all distributions to all personnel working at the camp or clinic. Head Coach has the right to operate a camp or clinic at University only as long as he is the Head Coach of the football program. Athletics shall receive 2% of the net revenues derived from said camp as a facilities use fee.
- E. Athletics shall pay all reasonable travel and entertainment expenses not reimbursed by another source whenever Head Coach represents the University or its athletics or football programs. Such representation is understood to include recruiting, appearances at camps or clinics, speaking engagements, and other occasions at which Head Coach represents the University and its athletics program.
- F. Head Coach shall be entitled to automatic enrollment in the Athletics long-term disability plan and shall be eligible to participate in all medical, dental, retirement and any other fringe benefit programs available to full-time benefits eligible employees of Athletics.
- G. Athletics shall make available to Head Coach up to X tickets for home football games upon his request at no cost to Head Coach for allocation at his discretion. Head Coach's tickets shall be located between the 35 yard lines on the west side of Stadium, said seats to be assigned by Athletics. Head Coach shall advise Athletics six (6) weeks prior to the start of each football season for the number of season tickets requested. For any single game tickets, Athletics must have advance notice of at least five (5) working days prior to the game for the ticket request. In addition, Athletics shall make available to Head Coach up to X tickets for allocation at his discretion to all away football games and up to X tickets to bowl games.



- H. Athletics shall provide to Head Coach up to X season tickets to men's and women's basketball games, said seats to be located on the lower level of Arena between the free throw lines, said seats to be assigned by Athletics, and up to X tickets to the Conference men's and women's basketball tournament games and the NCAA men's and women's basketball tournament games in which University participates, all at no cost to Head Coach.
- I. Athletics shall provide an Athletics designated Scholarship Suite to Head Coach in Stadium.
- J. Head Coach shall be provided a membership at Country Club. Athletics agrees to pay all expenses, including greens fees and monthly dues, which are business-related.

## 11. Taxability of Benefits

Head Coach acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Head Coach agrees he will be responsible for payment of all appropriate taxes on such income. Head Coach also understands and agrees that Athletics will withhold taxes based on the value of the benefits described in Section 10 above, and based on the value of any other benefits or compensation provided by University or Athletics and not otherwise listed herein.

## 12. Termination Without Cause

- A. Athletics shall have the right to terminate this Agreement without cause at any time upon written notice to Head Coach. In the event Athletics terminates this Agreement without cause, Athletics shall only be liable to Head Coach for the payment of the remaining amount owed to Head Coach under Section 4 (Salary) and Section 7 (Professional Services) for the balance of the contract term; no other sums or damages of any kind whatsoever shall be paid by Athletics to Head Coach.
- B. The liquidated damages shall be paid to Head Coach over a period of time equal to the number of full months remaining on the contract term in monthly installments commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the payment period.
- C. The parties agree that such liquidated damages are in lieu of all other compensation and benefits owed to Head Coach, including annual and sick leave, otherwise owed to Head Coach under any and all other provisions of this Agreement; and further constitute reasonable compensation for losses that Head Coach will incur and are not a penalty.
- D. In the event federal Internal Revenue Code Section 457(f) applies to the payment of liquidated damages pursuant to this Section 12 by reason of a without cause

termination. Athletics hereby agrees to withhold and remit to the Internal Revenue Service, without further demand, in a lump sum from the compensation otherwise payable to Head Coach over the remaining Term, the maximum amount permitted to be paid to a service provider under Treasury Regulation §1.409A-3(j)(4)(iv) and (vi) within thirty (30) days of such termination, including Federal, state, local and foreign income taxes, and Federal Insurance Contributions Act (FICA) tax due, if any. The balance of the compensation payable in liquidated damages under this Section 12 shall be paid in equal monthly payments over the remaining Term

### 13. Termination for Cause

- A. Athletics may, for cause, terminate Head Coach's employment at any time upon written notice to Head Coach.
- B. If such termination is for cause, Athletics shall be obligated to pay Head Coach all amounts owing up to the date of termination only. All obligations of Athletics to make further payments and/or to provide any other consideration, under this Agreement or otherwise, except to the extent already vested, shall cease immediately. Athletics shall not be liable to Head Coach for the loss of any amounts, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, or from any other sources as a result of Athletics termination for cause of Head Coach's employment under this Agreement. Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Head Coach shall be eligible to purchase continued health insurance pursuant to COBRA for the period of time specified by COBRA at the time of termination.
- C. For purposes of this agreement, "cause" shall include misconduct, which is not limited to:
  - i. the refusal or failure (other than the failure resulting from his incapacity due to physical or mental illness) of Head Coach in any material respect to comply with the directives of the Director or his designee or to perform the duties set forth in Section 3 above; or
  - ii. a conviction of serious criminal conduct, including any felony, or a criminal conviction involving dishonesty, fraud, misappropriation or embezzlement; or
  - iii. discreditable conduct that is inconsistent with the professional standards expected of a head coach of a collegiate sports team or that is seriously prejudicial to the best interests of University or Athletics; or conduct or activities that violate University or Athletics' mission. The determination of cause under this subsection shall be made by the Director of Athletics in consultation with the Chancellor of the University; or

- iv. violations by Head Coach of NCAA rules and regulations, as set forth in Section 8 above; or
  - v. failure by Head Coach to report promptly to the AD any violations known to Head Coach of governing athletic rules, including NCAA and/or Conference rules, or Athletics or University rules, regulations or policies by assistant coaches, student-athletes or other persons under the direct control or supervision of Coach; or
  - vi. fraud or dishonesty in preparing, falsifying, submitting, or altering documents, tests or records of or for the NCAA, the Conference, Athletics, or University; or
  - vii. public or private comments that disparage University or Athletics, its personnel, programs, policies and/or departments, or that cause damage to University's reputation.
- D. Prior to any termination for cause, Athletics shall provide written notice to Head Coach in accordance with Exhibit A that shall specify the grounds for termination and provide Head Coach with an opportunity (not less than five (5) calendar days) to respond to any allegations against him.
- E. Athletics shall have the right to take disciplinary or corrective action, short of suspension or termination for cause, against Head Coach for violation of any provision of this Agreement or for any reason which would allow termination for cause or suspension under this Section. Athletics is under no obligation to use progressive discipline. Should Athletics chose, at its option, to use progressive discipline for misconduct, the use of progressive discipline shall not create any future obligation for Athletics to use progressive discipline for future incidents.

#### 14. Termination for Death or Disability

In the event of either Head Coach's death or disability during the term hereof, this Agreement shall be terminated under the following conditions:

- A. Head Coach's death shall immediately terminate this Agreement and Head Coach's legal representative shall be entitled to receive Head Coach's salary pursuant to Section 4 (Salary), on the dates payments would have otherwise been made to Head Coach for a period of six (6) months from the date of his death. All other benefits and payments pursuant to the provisions of this contract shall terminate upon his death.
- B. Except as provided in Section 14 (C). below, if Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 120 days, University or Athletics shall have the right, upon twenty-one (21) days written notice to Head Coach or his legal representative, to terminate Head Coach's employment, and Athletics shall

be obligated to pay Head Coach the compensation under Section 4 (Salary) and other payments due and owing under this Agreement prior to his incapacity, less any amounts due to Head Coach as the result of his participation in Athletics' long-term disability plan referred to in Section 10 (F) of this Agreement, on the dates payments would have been otherwise made, for a period of six (6) months commencing with the date of his incapacity.

- C. In the event Athletics or Head Coach are unable to obtain disability insurance on Head Coach, or if Head Coach does not enroll in the disability insurance policy referred to in Section 10 (F) of this Agreement, then if Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 120 days, University or Athletics shall have the right, upon twenty-one (21) days written notice to Head Coach or his legal representative, to terminate Head Coach's employment, and Athletics shall be obligated to pay Head Coach compensation under Section 4 (Salary) of this Agreement, on the dates payments would have been otherwise made, for a period of six (6) months commencing with the date of his incapacity.

#### 15. Termination by Head Coach

- A. Head Coach agrees that during the term of this Agreement, he shall notify the Director or his designee of, and obtain permission prior to, any discussions by Head Coach, his agents or representatives, pertaining to coaching opportunities at any NCAA member institution, or any other coaching or non-coaching positions that may result in termination of his employment with Athletics.
- B. Head Coach recognizes that his promise to work at Athletics and University for the entire term of this Agreement is the essence of this Agreement. In the event that Head Coach terminates this Agreement to accept another coaching position at any NCAA member institution or any other coaching or non-coaching positions that may result in termination of his employment with Athletics prior to the expiration of the term of this Agreement, Head Coach shall be responsible to pay, or have paid on his behalf, liquidated damages to Athletics in the amount of \$X should he terminate this Agreement on or before December 31, 2014 and shall be responsible in the amount of \$X should he terminate this Agreement between January 1, 2015 through December 31, 2016. The parties agree that such liquidated damages are fair and reasonable compensation for losses that Athletics will incur and are not a penalty, and shall be due and payable within sixty (60) days following Coach's termination or resignation or by agreement acceptable to both parties

- C. In the event Head Coach should terminate this Agreement, for whatever reason, Athletics shall be obligated in that event to pay Head Coach all amounts owed to Head Coach under this Agreement up to the date of termination only. Head Coach shall not be entitled to receive any other benefits or payments that become due after the date of termination except as expressly provided elsewhere in this Agreement.
- D. Termination by Head Coach may be initiated by providing the Athletic Director written notice of termination or resignation or by making a public announcement of acceptance of employment with any organization other than the University or Athletics.

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State, and State law on conflicts of law notwithstanding.

**17. Consent to Jurisdiction and Venue**

Any action brought under this agreement shall be brought only in the District Court of County, State, or the United States District Court for the District of State in City, and each party waives the right to seek a change of venue to any courts other than those courts.

**18. Severability**

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, this Agreement shall be ineffective only to the extent of such prohibition and the validity and enforceability of all remaining provisions shall not be affected thereby.

**19. Amendments, Modifications, and Extensions**

In order to be enforceable, any amendments, modifications, or extensions to this Agreement must be in writing and signed by all parties hereto.

**20. Effective Date**

This Agreement and its terms and provisions shall be effective as of January 1, 2012.

**21. Waiver**

Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

**22. Notice**

Any notice or other communication hereunder will be in writing, sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) mailed, when deposited, postage prepaid, in the United States mail, (b) sent by overnight courier, one business day after delivery to such courier, and (c) sent by confirmed facsimile. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the University:

Office of the Chancellor  
University  
Address  
Facsimile:

with a copy to:

Office of the General Counsel  
University  
Address  
Facsimile:

If to Athletics:

Director of Athletics  
University  
Address  
Facsimile:

If to Head Coach:

ADDRESS

with a copy to:

Robert LaMonte  
PSR, Inc.  
1220 Plumas Street  
Reno, NV 89509  
Facsimile:

**23. Entire Agreement**

This Agreement embodies the complete agreement concerning the employment of Head Coach by University and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this Agreement with full opportunity to see advice of competent counsel.

**24. Approval by University and Athletics**

This Agreement shall not be binding upon Athletics until it is signed by the Director of Athletics and approved by the Chancellor of the University and the Compensation Committee of the Board of Directors of University.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATHLETICS

By: \_\_\_\_\_

Title: Director of Athletics

\_\_\_\_\_  
Title: Head Football Coach

\_\_\_\_\_  
Robert La Monte

Title: Representative for Head Coach

UNIVERSITY

Approved by:

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Title: Chancellor

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Title: University General Counsel