

## FIRST AMENDMENT TO HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

This First Amendment to Head Football Coach Employment Agreement (“First Amendment”) is entered into by and between The University of Texas at El Paso (“University”), an agency and institution of higher education organized under the laws of the State of Texas, on behalf of its Department of Intercollegiate Athletics and Dana Dimel (“Head Coach”) (collectively, the “Parties”).

The Parties previously entered into that certain Head Football Coach Employment Agreement (the “Agreement”) effective July 10, 2018.

The global COVID-19 pandemic has caused significant financial challenges to the University, including its Athletics Department. In an effort to help stabilize the Athletics Department's economic uncertainty, the Parties now desire and agree to amend the terms of the Agreement to adjust Head Coach's compensation, as more particularly set forth below:

**1. Section 4. Head Coach Duties and Responsibilities, Subsection C. Specific Duties and Responsibilities, Item (23) and (24)** are hereby added to provide the following:

*“(23) 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.*

*“(24) In compliance with Title IX of the Education Amendments of 1972 and Texas Education Code Sec. 51.252, 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, sexual assault, dating violence and stalking) to the University's Title IX Coordinator or Deputy Title IX Coordinator as required by University policy.”*

**2. Section 4. Head Coach's Duties and Responsibilities, Subsection D. NCAA and Other Governing Athletics Rules and University Rules, Item (3)** is hereby amended to provide the following:

*“(3) Pursuant to NCAA Bylaws 11.2.1 & 19.2.3, Head Coach has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case. Specifically, full cooperation includes, but is not limited to:*

*(a) affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to*

*determine whether a possible violation has occurred and the details thereof;*

- (b) timely participation in interviews and providing complete and truthful responses;*
- (c) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;*
- (d) disclosing and providing access to all electronic devices used in any way for business purposes;*
- (e) providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and*
- (f) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.”*

**3. Section 4. Head Coach Duties and Responsibilities, Subsection D. NCAA and Other Governing Athletics Rules and University Rules, Item (4)** is hereby added to provide the following:

*“(4) 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 this Agreement, as well as in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment.”*

**4. Section 6. Compensation and Benefits, Subsection A. Base Salary, Item (1)** is hereby amended to reflect that Head Coach’s gross Base Salary shall be reduced by an agreed upon amount during Fiscal Year 2020 - 2021 (September 1, 2020 - August 31, 2021). Head Coach's amended gross Base Salary for Fiscal Year 2020 - 2021 shall be \$640,799.00. Notwithstanding the foregoing, in the event University terminates Head Coach’s employment and this Agreement without any reason and without cause between September 1, 2020 and August 31, 2021, Head Coach’s annual Base Salary shall be identified as the \$711,990 rate from the day of termination through the end of the Term.

The Parties agree that the Base Salary for all other time periods covered under the Agreement shall remain as set forth in the Agreement.

**5. Section 7. Suspension and Termination, Subsection A. Suspension or Termination by the University for Cause, Item (14)** is hereby added to provide the following:

*“(14) Failure by Head Coach to immediately report to the University’s Title IX Coordinator or Deputy Title IX Coordinator any information Head Coach knows relating to alleged or suspected sexual misconduct (including sexual harassment, sexual assault,*

*dating violence or stalking)*"

6. This First Amendment embodies the entire agreement between the Parties with respect to the amendment of the Agreement. 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.

7. THIS FIRST AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

The Parties have executed this First Amendment effective as of the last date written below.

**UNIVERSITY:**  
**THE UNIVERSITY OF TEXAS AT EL PASO**

By:   
Mark McGurk  
Vice President for Business Affairs

Date: 12/17/2020

**HEAD COACH:**

  
Dana Dimel

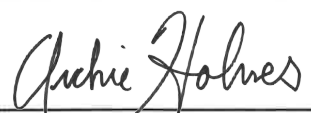
Date: 12/14/2020

Approved as to content:

By:   
Jim Senter  
Athletic Director

Date: 12/14/2020

**APPROVED:**

  
Archie Holmes  
Executive Vice Chancellor for Academic Affairs The University of Texas System

Date: 1/7/2021