

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): September 8, 2016

Coach, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State of
Incorporation)

1-16153

(Commission File Number)

52-2242751

(IRS Employer
Identification No.)

10 Hudson Yards, New York, NY 10001

(Address of principal executive offices) (Zip Code)

(212) 594-1850

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On September 8, 2016, Coach, Inc. (“Coach” or the “Company”) entered into a letter agreement (the “Letter Agreement”) outlining modified employment terms for Andre Cohen, the Company’s President, North America and Global Marketing.

The Human Resources Committee of the Coach Board of Directors (the “Committee”), with the support of the Company’s management, increased the period that Mr. Cohen be required to provide the Company with advance written notice of his intent to terminate employment from three (3) months to six (6) months. The Committee also approved a requirement that, in the event Mr. Cohen’s employment is terminated for any reason other than for cause, and Coach prevents him from working for a competitor in connection with his existing non-compete requirements, he will be paid his existing salary during the remainder of his non-compete period, so long as severance or other termination payments are not paid to him during this period.

The Letter Agreement amends Mr. Cohen’s existing employment letter, to the extent necessary, to reflect these modified employment terms. A portion of the annual equity award granted to Mr. Cohen was in consideration for their entering into the Letter Agreement.

Except as specifically set forth in the Letter Agreement and summarized herein, the terms and conditions of Mr. Cohen’s employment with Coach (including the terms of any employment letter, restrictive covenants agreement or equity agreement between Mr. Cohen and Coach) remains in effect following the effective date of the Letter Agreement.

The Letter Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing summary is qualified in its entirety by the terms of the actual Letter Agreement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Letter Agreement, dated September 8, 2016, between Coach and Andre Cohen

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: September 9, 2016

COACH, INC.

By: /s/ Todd Kahn

Todd Kahn

President, Chief Administrative Officer and
Secretary

10.1 Letter Agreement, dated September 8, 2016, between Coach and Andre Cohen

**AMENDMENT TO OFFER LETTER AND ADDENDUM
COMPANY POLICIES & CONDITIONS OF EMPLOYMENT**

We refer you to that certain offer letter between Coach Inc. (“Coach”) and you, dated as of January 26, 2015, together with all attachments and exhibits thereto (collectively, the “Offer Letter”). In consideration of your salary increase and equity award grant for FY 2017, the terms and conditions set forth in this addendum (the “Addendum”) will amend the terms and conditions set forth in your Offer Letter. This Addendum will become effective as of the date you execute this Addendum. Except as expressly supplemented by this Addendum, the terms and conditions of your Offer Letter will remain in full force and effect. Please sign the acknowledgement at the end of this Addendum noting your understanding and agreement.

1. Notice of Intent to Terminate Employment

The reference to the period of advance written notice of your intent to terminate your employment is changed from twelve (12) weeks to six (6) months.

2. Garden Leave

In the event your employment is terminated for any reason (other than for “cause,” as defined in your Offer Letter) and Coach, at its sole discretion, elects to enforce its right to enjoin you from joining a competitor at any time during the period which you are subject to the non-competition covenant set forth in your Offer Letter (the “Restricted Period”), including preventing you from engaging in any of the activities prohibited by such covenant, Coach shall compensate you at your most recent base salary, subject to usual withholdings, to be paid monthly, during the remainder of the Restricted Period. The foregoing payments will be made to you solely to the extent that severance or other termination payments are not paid to you during the remainder of the Restricted Period. Nothing herein shall impact or limit your right to receive any severance payments and benefits pursuant to the terms of your Offer Letter, except that it is expressly understood and agreed that (i) you will not be entitled to receive payments pursuant to this paragraph during any period you are receiving severance or other termination payments and (ii) your receipt of any severance or other termination payments shall not impact Coach’s right to enforce its rights under this Section 2 or otherwise.

If you do not sign and return this Addendum, it will be void and without effect and the value of your annual equity award grant will be reduced.

SIGNED FOR COACH

SIGNED BY ANDRE COHEN

/s/ Sarah Dunn

/s/ Andre Cohen

Sarah Dunn
Global HR Officer
Date: 9/8/16

Date: 9/8/16