
**HEAD FOOTBALL COACH
EMPLOYMENT CONTRACT AGREEMENT**

This agreement, made by and between The Ohio University, a State of Ohio institution of higher education, hereafter called "University", and Frank Solich hereafter called "Head Coach"

WITNESSETH:

WHEREAS, the University requires the services of an athletic coach to coach the University's men's intercollegiate varsity football team; and

WHEREAS, Head Coach meets the University's qualifications for the position and is available for employment in said capacity by the University.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the University and Head Coach agree as follows:

1. Employment. Subject solely to the conditions of this agreement, the University hereby employs the Head Coach as coach of the men's football program at the University and the Head Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. It is expressly agreed that the provisions of this agreement constitute the sole agreement between the parties, notwithstanding any provisions, right or procedures to the contrary contained in Ohio University Board of Trustees Bylaws and Ohio University rules and regulations. The Head Coach shall not be considered a member of the faculty, or classified staff, but rather as an unclassified contract administrator of the University. In such capacity, the Head Coach shall be under the general supervision of the President of the University, hereinafter referred to as "President" and the immediate supervision of the Athletic Director, hereinafter referred to as "Director". The Head Coach shall perform such duties as may be assigned as the new football coach in connection with supervision and administration of the mens football program, and such other duties in the intercollegiate athletic program and the curriculum of the

University as he may be assigned during the term in his capacity as the mens football coach. The Head Coach shall work under the immediate supervision of the Director, and shall confer with the Director on all matters requiring administrative and technical decisions.

2. Term. The term of this agreement shall commence December 17, 2004 for five (5) years plus, terminating on December 31, 2009; subject, however, to the conditions stated hereafter. This employment in no way grants the Head Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University; nor does this employment grant any expectancy of employment, or reemployment, except as expressly provided by the terms herein.

The parties contemplate that, by mutual consent, this agreement may be extended beyond the initial five (5) year term as of January 1, 2008 for an additional two years or for a longer period with possible modifications. This extension shall depend upon the University giving to the Head Coach specific notice in writing a minimum of ten (10) days prior to December 31, 2007 of any such extension.

3. Compensation. For services as head coach, the University shall pay to the Head Coach an annual compensation at a rate determined by the Director and the President, payable in equal or (or pro-rated) monthly installments commencing December 17, 2004 as determined by the President and Director including the University's normal employee benefits provided to administrative staff and any specifically applicable to the position of Head Coach, both subject to the appropriation of funds by the Ohio legislature and to the determination of the adequacy of such funds for that purpose by the Ohio University Board of Trustees. For the period between December 17, 2004 and June 30, 2006 that compensation will be two hundred and forty thousand dollars (\$240,000.00). It is agreed that the compensation so paid to the Head Coach shall be subject to the same payroll deductions that apply to University's administrative employees. The Head Coach shall receive an annual increase in salary based on a merit evaluation effective in each succeeding year of this agreement, and will be set at ten (10) days

before each fiscal year. Further, the Head Coach will execute an annual fiscal year Ohio University contract or other document in each successive fiscal year for the specified annual compensation for payroll purposes. Additional bonuses will be five percent (5%) of base pay for winning the Mid-American Conference (MAC) East Division Championship; and participate in championship games ten percent (10%) of base pay for winning the MAC Championship game; ten percent (10%) of base pay for winning a bowl game; and \$100,000.00 for being selected for a Bowl Championship Series (BCS) bowl game. Also, bonuses of five percent (5%) of base pay for a yearly graduation rate of seventy-five to eighty-five (75-85%); and ten percent (10%) of base pay if a yearly graduation rate is eighty-six percent (86%) or higher will be in effect. These bonuses will remain conditioned on a yearly evaluation, continuing satisfactory academic progress of student-athletes, and an effort to meet the minimum graduation rates as set forth in paragraph 4.5 of the agreement of sixty percent (60%) for the previous three (3) years of average combined incoming freshman and transfer classes; or the developing National Collegiate Athletic Association (NCAA) Academic Progress Rate (APR) that corresponds to a sixty-percent (60%) graduation rate. The Head Coach will also receive an Athens Country Club membership, with usage expenses to be incurred by him with appropriate business usage expenses being reimbursed in accordance with Ohio University policies.

4. Head Coach's Duties. In consideration of the annual salary and other benefits which may become due and payable to the Head Coach under the provisions of this agreement, the Head Coach does promise and agree as follows:

4.1. To perform faithfully and conscientiously the duties assigned by the Director and the President as specified in section 1 or 2 above.

4.2. To serve as a full-time employee and devote the necessary attention and energy to the duties of Head Coach as required herein, and to the promotion of the University's athletic programs; and to avoid any business or professional activities or pursuits that will

prevent the Head Coach from devoting the necessary time to his performance of the duties under the agreement, or which will conflict in any manner from the duties outlined herein; it being recognized that reasonable amounts of time will be necessary for endorsements, speeches, appearances, and other outside activities that will not adversely affect the necessary time for the performance of the duties herein. Subject to the prior written approval of the Director, which approval will not unreasonably be withheld, the Head Coach shall be permitted to enter into other compensation arrangements for outside income beyond his duties to the University during the term of his employment with the University, such as youth football camps, coaches clinics, and shoe and apparel contracts which must be in conjunction with University's designated shoe/apparel contracts. The Head Coach will be responsible to work with the Ohio Sports Network (OSN) for radio, appearances, and Head Coach shall be paid \$10,000.00/yr for the radio show unless alternative arrangements are specifically approved by the Director. All compensation shall be reported to the Director in accordance with applicable MAC or NCAA requirements, including annual notification of the amount of such compensation.

4.3. To recognize and comply with the laws, policies, rules, and regulations of and governing the University and its employees, and to comply with the rules of the NCAA and the MAC. The Head Coach shall also be responsible to insure that all assistant coaches and any other employees for whom the Head Coach is administratively responsible shall comply with the aforesaid policies, rules, and regulations as well.

4.4. The Head Coach shall have the authority to recommend the hiring and firing of assistant coaches for the men's football program, subject to the review of the Director to assure compliance with Ohio University's policy and procedures. The number of coaches, subject to final determination by the President, shall be the maximum allowed under NCAA and MAC regulations for Ohio University. All assistant coaches will be University employees in accordance with their appointment letter, and it is understood that assistant coaches are immediately responsible to the Head Coach, who will assign their duties, as well as be

responsible for hiring and firing. The Head Coach is responsible for the activities of his staff as they relate to the athletic interests of the University. It is further understood, however, that the Head Coach and assistant coaches are responsible to the Associate Athletic Director for Compliance and Student Services for compliance with the policies of the University, the rules and regulations of the MAC and the constitution and bylaws and all official interpretations thereof of the NCAA in the same manner as all employees of the Department of Athletics.

4.5. The Head Coach shall be responsible for the football players to comply with all NCAA or MAC regulations, including those regarding the developing APR; and to achieve an acceptable standard of academic success for the students and achieve acceptable graduation rates of sixty percent (60%) for the previous three (3) year average of combined freshman and transfer classes, or the developing NCAA APR that corresponds to a sixty percent (60%) graduation rate. It is understood that the Head Coach's responsibility in this regard is immediate; however it is also understood that the three (3) year average will initially include recruitment classes for which the Head Coach is not responsible; and it is further understood the Head Coach will be relying on reasonable academic support services provided by the University. The Head Coach shall be responsible for encouraging, in conjunction with the University faculty and administration, the academic process of student-athletes towards graduation so that the highest possible graduation rate can be achieved.

4.6. The Head Coach shall be responsible for fiscal integrity of program and operation within the budget.

4.7. The Head Coach shall be responsible for the achievement of generally accepted standards of a successful football program at a Division I institution or any other NCAA division designation. These would include, but not be limited to, recruitment, development of skills, motivation, morale, behavior and overall team and program accomplishments.

4.8. The Head Coach will have primary responsibility for scheduling non-conference football games in consultation with the Director, and any unresolved issues involving scheduling will be the responsibility of the President.

4.9. The Head Coach will be evaluated each year by the Director and the President as to his accomplishments of the duties set forth in paragraph 4. The review will take place in the month of December of each year for agreement extension and month of June for salary purposes.

5. Travel. The Head Coach shall conduct such travel as is necessary and approved by the Director to carry out duties as Head Coach, and the Head Coach shall be entitled to reimbursement for transportation and travel expenses in accordance with then current travel policies of the University, including spousal travel.

6. Termination. The University may terminate this agreement at any time if the Head Coach, in the sole and exclusive opinion of the University: (1) commits a serious violation or intentionally violates any law, rule, regulation, constitutional provision, bylaw or policy of the University, United States, the State of Ohio, the MAC, or the NCAA; and such violation may reflect adversely upon the University or its athletic program, in the judgment of the University, including any serious violations which may result in the University being disciplined by the MAC or NCAA; (2) knows or reasonably should have known that any member of the Head Coach's coaching staff commits a serious violation or intentionally violates any law, rule, regulation, constitutional provision, bylaw or policy of the University, the United States, the State of Ohio, the MAC, or the NCAA, and the Head Coach fails to report said violation and/or discipline said staff; and such violation reflects adversely upon the University or its athletic program, including any serious violation which may result in the University being disciplined by the MAC or NCAA; (3) fails to comply properly with the duties as set forth in paragraph 4.

above; (4) fails to perform adequately in the duties assigned by the Director which may include, in addition to usual and customary coaching activities, recruiting, assisting duly authorized alumni and booster club activities, cooperation with news media, positively representing the University and the University's athletic program in private and public forums, and other specified duties assigned from time to time by the Director and/or the President. In the event that the Head Coach should violate the terms of this agreement or refuse to perform the duties required as herein provided prior to the end of this agreement or any extension hereof, or for any reason should cease to be available to the University to perform fully the duties herein, the University shall have the option in its discretion to declare this agreement at its end; and thereafter, the University shall only be liable for the payment of any salary or other additional payment thereof accrued as of the end of the month of such termination. Before such termination, the Head Coach will have the opportunity to meet with the Director to review the reasons for his termination and to present information which he believes makes the potential termination unjustified. The Director's decision shall be final. Further, a serious violation will be measured by each set of facts and circumstances, and the standard of enforcement of similar language in NCAA Division I head football coaches contracts.

At any time after commencement of this agreement, either party may terminate this agreement by giving written notice of the terminating party's exercise of the right to terminate. Such termination shall become effective thirty (30) days after receipt of such written notice by the other party. In the event of termination of this agreement not for cause by the University, the University shall pay to the Head Coach a sum equal to the remaining salary under the agreement to be computed at the rate at the time of termination to be paid in monthly installments, along with normal employee benefits that the President, in the sole and exclusive determination, would determine appropriate as to specific benefits and period of availability. The amount of "salary" will be reduced by any compensation the Head Coach receives during the period from the termination date to the end of the remaining agreement term, as a head football coach at a Division 1 NCAA institution, and the Head Coach has the responsibility to notify the Director, or his designee, of all such compensation received during this period. In the event of termination

of this agreement by Head Coach during the first three (3) years of the contract, to become a Head Coach at a Division 1 institution, or an institution in the same NCAA classification as Ohio University, or a NFL coach, Head Coach shall pay the University liquidated damages equal to twelve months salary ("Liquidated Salary Amount") to be computed at the rate paid at the time of termination to be paid in full at the University's option.

7. Personal Services.

7.1. The Head Coach hereby represents to have special, exceptional and unique knowledge, skill and ability attributable to a football coach which, in addition to future acquisition of coaching experience at the institution, as well as the University's special need for continuity in its football program, will render the Head Coach's services unique. The Head Coach recognizes that the loss of his services to the University, without University approval and release, prior to the expiration of the term of this agreement or any renewal thereof, would cause an inherent loss to the University which cannot be estimated with certainty, or fairly or adequately compensated by money damages other than as stated in section 6. herein.

7.2. The Head Coach, therefore, agrees, and hereby specifically promises, not to accept employment, under any circumstances, as a football coach at any institution of higher education which is a member of the NCAA, or for any football team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties prior to the expiration date of the term of this agreement, specifically until December 31, 2009, or in successive years if the Head Coach is offered and accepts an extension agreement for a successive calendar year(s). However, the Head Coach may obtain a written release of this agreement, a negotiated settlement thereof. If the Head Coach and the University are unable to agree on the terms of a release or negotiated settlement notwithstanding the provision of paragraph 7.3. The Head Coach may terminate any of his remaining obligation to the University by paying the Liquidated Salary Amount during the designated period in paragraph 6 above.

7.3. Unless this Agreement is terminated by payment of the Liquidated Salary Amount by the Head Coach, the Head Coach agrees that the University shall have the right, in addition to any other rights which the University may possess, to obtain an injunction by appropriate judicial proceedings to prevent the Head Coach from coaching or performing activities related thereto in violation of this agreement for any person, institution, firm, corporation or other entity; and against any other breach of this agreement by the Head Coach.

8. Relationship Between Parties. The relationship between the Head Coach and the University shall be determined solely by the terms and conditions of this agreement. This agreement supersedes and replaces the regular employee rights normally accorded administrative employees of the University pursuant to the Ohio University Board of Trustees Bylaws, Ohio University rules and regulations except as otherwise explicitly provided herein.

9. Governing Law. This agreement shall be governed by and construed under the laws of the State of Ohio.

10. Severability. If any provision of this agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and validity and enforceability of the remaining provisions shall not be effected thereby.

11. Modification. This agreement may be amended at any time only upon mutual agreement in writing of the parties.

IN WITNESS WHEREOF, the Head Coach and the authorized representative of the University have executed this agreement this 12 day of August, 2005.

WITNESSETH:

THE OHIO UNIVERSITY

Frank J. Davis

By: Roderick J. McDavis
Roderick J. McDavis, President

HEAD COACH

Frank Solich

By: Frank Solich
Frank Solich, Head Coach

Ohio University
Term Sheet
December 16, 2004

To: Mr. Frank Solich

The below terms and conditions constitute the offer made to you with regards to the Head Football Coaching position at Ohio University.

- The contract is for five (5) years with a review after three (3) years and that will allow for a mutual two (2) year or longer extension to the contract.
- During the first three (3) years of the five (5) year contract, if you decide to leave Ohio University, there will be a one year, base salary buyout clause in your contract. This clause will also include the option for the Athletic Director and the President of Ohio University to waive this buyout requirement.
- There will be a clause in your contract that will permit the University to terminate your employment for the normal and usual grounds for dismissal of a Division I Head Football Coach, including responsibility for progress toward graduation and graduation rates. Absent dismissal for cause an early non-casual termination of your contract will entitle you to your monthly base pay for the remaining period of your contract, with continuing benefits determined by the President.
- Your personal compensation will be structured as follows:
 - Base salary starting at \$240,000.00 to be adjusted from time to time at the discretion of the Athletic Director and in line with usual Ohio University pay and performance review practices.
 - A bonus of 5% of base salary will be provided for winning the Mid America Conference (MAC) Division Championship; 10% for winning the MAC Championship; 10% for winning a bowl game; \$100,000.00 for being selected for a Bowl Championship Series (BCS) bowl game; 5% of base for a yearly graduation rate of 75% to 85%; and 10% of base for a yearly graduation rate of 86% or higher.
 - It is expected that you will have the opportunity to make an additional outside income each year from sports camps and related outside income opportunities. This will include outside income from an apparel contract provided the contract is consistent with the apparel contract for Ohio University athletic teams.
 - There will be a \$10,000.00 annual personal services contract for the Ohio Sports Network (OSN) radio show, with the possibility of a future OSN television show.
- Ohio University will provide for a full-service move for you and your family and your staff and their families to Athens.

- Ohio University will provide a reasonable number of trips for you and your family to come to Athens for the purpose of selecting and buying a house.
- Ohio University will provide for the full complement of NCAA on MAC allowed assistant coaches for the football program.

These provisions will be included in an official Ohio University Head Football Coach Employment Contract entered into under Ohio Law.

Sincerely,



T.C. Boeh
Athletic Director

Cc: President Roderick J. McDavis

John F. Burns, General Counsel