

Ninth Amendment to the Employment Agreement

This Ninth Amendment to the Employment Agreement is between Ohio University, a public institution of higher education, ("University"), and Frank Solich, ("Head Coach").

Whereas, University and Head Coach entered into an Employment Agreement executed on August 12, 2005, ("the Original Agreement"), an Amended Employment Agreement executed on July 18, 2008, ("First Amendment"), a Second Amended Employment Agreement dated August 5, 2010, ("Second Amendment"), a Third Employment Agreement Addendum dated July 27, 2012, ("Third Amendment"), a Fourth Amendment to Employment Agreement dated December 17, 2013, ("Fourth Amendment"), a fifth Amendment to Employment Agreement dated June 9, 2015, ("Fifth Amendment"), a Sixth Amendment to the Head Football Coach Employment Contract Agreement dated October 23, 2017, (Sixth Amendment), a Seventh Amendment to Employment Agreement effective July 1, 2018 ("Seventh Amendment"); and an Eighth Amendment to Employment Agreement effective March 4, 2019 ("Eighth Amendment"); the Original Agreement and all amendments are collectively referred to herein as the/this "Agreement"; and

Whereas, the Parties wish to further amend the terms of the Agreement.

Now, Therefore, the Parties agree as follows:

1. Section 2 of the Original Agreement is amended by extending the term until December 31, 2021, subject to Section 6 Termination. The second paragraph of Section 2 is hereby deleted and replaced with the following:

Notwithstanding anything to the contrary herein, Director and Head Coach will meet to discuss the renewal, extension or non-renewal of the Agreement in December 2020.

2. Section 3 of the Original Agreement, Section 2 of the First Amendment, Section 2 of the Third Amendment, and Sections 1 and 2 of the Fourth Amendment are hereby deleted in their entirety and replaced with the following language:

3. Compensation.

- 3.1 Effective January 1, 2020, the Head Coach's annual base salary will be \$589,928. The Head Coach's base salary will be paid in equal installments in accordance with customary procedures of the University, subject to such withholding as is required by federal and state law or deductions as are authorized or permitted pursuant to University policies and procedures. This annual base salary incorporates the annual Retention Bonus and the apparel compensation awarded in prior amendments.

- 3.2 Subject to University policy, Head Coach will receive the use of an automobile with gas provided.

- 3.3 Any performance incentive bonuses earned by Head Coach will be paid as a one-time payment within 30 days of the conclusion of the season, including post-season games. Following are potential performance incentive bonuses that will be

paid cumulatively, and Head Coach must be Head Coach at the time a bonus is earned to receive payment:

- 3.3.1 Head Coach will receive 5% of his base pay if the team is the MAC East Division Champion and participates in the MAC Championship Game.
 - 3.3.2 Head Coach will receive 10% of his base pay if the team wins the MAC Championship Game.
 - 3.3.3 If the team wins a bowl game Head Coach will receive 10% of his base pay.
 - 3.3.4 If the team participates in New Year's Six bowl game, Head Coach will receive \$100,000.
 - 3.3.5 Head Coach will receive \$25,000 if the football team achieves Top 25 ranking at the end of the season (either in the Associated Press or the Coaches/USA Today Poll).
 - 3.3.6 Head Coach will receive \$10,000 if he is named MAC Coach of the Year.
 - 3.3.7 Head Coach will receive \$25,000 if he is named National Coach of the Year.
 - 3.3.8 Head Coach will receive cumulative incentives based upon the number of wins in the regular season: \$5,000 for seven wins, \$5,000 for eight wins, \$5,000 for nine wins, \$10,000 for ten wins, \$10,000 for eleven wins, and \$10,000 for twelve wins.
- 3.4 Compensation Pool. After Head Coach makes recommendations for the Director's approval, they will develop a process in accordance with appropriate IRS and payroll procedures to determine the amount each applicable assistant coach and football support staff employee will receive from the pool compensation referenced below. Pool compensation is not cumulative, will be determined by the highest finish, and will be paid as a one-time payment within 30 days of the conclusion of the season, including post-season games.
- 3.4.1 If the team wins a bowl game, a \$20,000 compensation pool will be divided among the applicable assistant coaches and football support staff.
 - 3.4.2 If the team is the Champion of the MAC Championship Game, a \$35,000 compensation pool will be divided among the applicable assistant coaches and football support staff.
 - 3.4.3 If the team wins a New Year's Six bowl game, a \$50,000 compensation pool will be divided among the applicable assistant coaches and football support staff.

3. Section 4.3 of the Original Agreement is hereby deleted and replaced as follows:

4.3 Law/Policy.

- 4.3.1 Except as explicitly set forth herein, Head Coach's employment is subject to compliance with this Agreement and all of the policies of the University, as amended from time to time. He will comply with the rules and regulations of the MAC and the constitution and bylaws including all official interpretations for the NCAA, as modified from time to time. He will also comply with all local, state and federal laws, rules and regulations including State of Ohio ethics laws applicable to public employees.
- 4.3.2 Head Coach will cooperate fully with ICA Compliance at all times.
- 4.3.3 Head Coach will immediately report to ICA Compliance and Director if the Head Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's interests, has violated or is likely to violate any laws, policies, rules or regulations.
- 4.3.4 In instances of noncompliance, Head Coach agrees to report violations in a timely manner with as much information as necessary and to cooperate fully with the NCAA, including in investigations, and to take appropriate corrective actions.
- 4.3.5 The Head Coach is responsible for the conduct of the football program including the actions of the football staff members.
- 4.3.6 Head Coach acknowledges in his position that he is a "responsible employee" as that term is used for Title IX purposes, and as such must promptly report to the University's Title IX Coordinator any sexual misconduct of which he is aware, as that term is defined in University policy 03.004.
- 4.3.7 Head Coach acknowledges that in his position he is a "Campus Security Authority" and as such must perform duties consistent with that title including the requirement to report certain crimes that occur on University property.
- 4.3.8 University policy 40.001 prohibits unlawful discrimination by reason of race, color, religion, age, ethnicity, national origin, national ancestry, sex, pregnancy, gender, gender identity or expression, sexual orientation, military service or veteran status, mental or physical disability, or genetic information. Head Coach acknowledges that it is his responsibility to ensure that the Department operates in compliance with this policy.

4. The following language is hereby added to the end of Section 6. Termination:

Termination for Death/Disability. Regardless of any other provision of this Agreement, this Agreement will terminate on the date Head Coach dies or the determination that he is totally disabled, or totally incapacitated or otherwise incapable of carrying out the duties of Head Coach as determined by University, provided such decision is not arbitrary or

capricious. He will receive all benefits to which he is entitled under University's disability insurance plan(s). ?

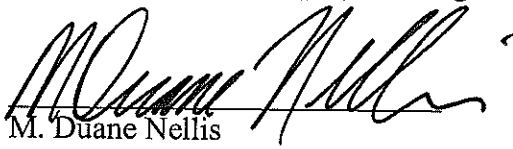
Head Coach understands he is considered a key employee under FMLA regulations. A "key employee" is a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite. Under certain circumstances Head Coach may be denied restoration of his job if doing so would result in "substantial and grievous injury" to University as determined by the President.

If University deems Head Coach totally incapacitated or incapable of carrying out the duties as Head Coach, University reserves the right to require Head Coach to submit to a medical examination by a physician licensed to practice medicine, selected by University at University's expense.

Unpaid compensation and benefits accrued up to the date of termination that are due and payable ("Account") to Head Coach will be paid to Head Coach or as follows: Head Coach may designate one or more primary beneficiaries or alternative beneficiaries to receive all or a specified part of his Account after his death and Head Coach may change or revoke any such designation from time to time. If he fails to designate a beneficiary, or revokes a beneficiary designation without naming another beneficiary, or designates one or more beneficiaries none of whom survives Head Coach, for all or any portion of his Account, such Account or portion will be payable to Head Coach's surviving spouse or, if Head Coach is not survived by a spouse, to the representative of Head Coach's estate.

5. All other terms of the Agreements will remain in full force and effect unless expressly modified by this Ninth Amendment.


Head Coach and the authorized representatives of the University have executed this Ninth Amendment to the Employment Agreement effective the 23rd day of December, 2019.



M. Duane Nellis
President



Frank Solich
Head Coach



Julie Cromer
Director of Athletics



Coleen Lindl
Chief Human Resources Officer