

## **EMPLOYMENT CONTRACT**

This Employment Contract (hereinafter referred to as the "Contract"), effective the 1<sup>st</sup> day of January, 2013, is hereby made by and between **VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY** (hereinafter referred to as the "**UNIVERSITY**"), and **FRANK BEAMER** (hereinafter referred to as "**BEAMER**").

### **WITNESSETH:**

**WHEREAS**, the UNIVERSITY desires to continue the employment of BEAMER as the Head Football Coach of Virginia Polytechnic Institute and State University; and

**WHEREAS**, BEAMER desires to accept said offer of continued employment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the UNIVERSITY hereby employs BEAMER as the Head Football Coach of the UNIVERSITY and BEAMER hereby accepts employment as Head Football Coach of the UNIVERSITY under the following terms and conditions:

### **ARTICLE I**

#### **DUTIES:**

The parties agree that BEAMER's duties shall include, but not be limited to, the following:

1. Reports to the Director of Athletics and is held responsible for the planning, developing, administering, and evaluating of the football program.
2. Advises the football staff and team of those intercollegiate and NCAA rules and policies as directed and so interpreted by the administration of the UNIVERSITY; ensures that the program is accountable to him for ongoing compliance.

3. Recruits, directs, supervises, and evaluates the assistant football coaching staff and all related football support personnel.
4. Recommends selection, compensation, discipline, and discharge of assistant football coaches.
5. Recommends students to receive athletic grant-in-aid scholarships.
6. Conducts and assists others in training, conditioning and helping promote drug education and testing programs for student-athlete football players, using program development input and assistance from support sources e.g., the Head Trainer, Team Physician, and Strength and Conditioning Coach.
7. Develops, supervises and conducts the recruiting program for the student-athlete football players.
8. Ensures that student-athletes are informed by a staff member of appropriate university sources for assistance regarding financial aid, academic advisement, and general student needs provided by the UNIVERSITY.
9. Seeks to provide appropriate program safety requirements; relies upon the supervision of the Head Athletic Trainer and Team Physician assigned by the UNIVERSITY, and relies upon their professional advice.
10. Determines individual and team strengths in developing strategies for skill improvement and competitive requirements.
11. Instructs the coaching staff and the student-athletes in the required rules of football.

12. Supervises all games, scrimmages and practices, and organizes their conduct. Delegates this responsibility to an appropriate staff member in his absence.

13. Disciplines student-athletes for infractions of team rules, UNIVERSITY regulations impacting upon team matters, team policies or the reputation of the UNIVERSITY.

14. Responsibility for expending operational resources budgeted to the football program in a manner consistent with UNIVERSITY policy.

15. Coordinates with the Sports Information Director the preparation of brochures, programs, statistical reports, and press releases in support of the program.

16. Works as schedule permits with Hokie Club Office in fund-raising efforts to support the program.

17. Oversees the preparation and update of the equipment inventory for the football program from delegated personnel.

18. Directs football staff activity relating to public relations and promotions functions for the football program.

19. Takes an active role in assisting the UNIVERSITY administration in monitoring of the academic progress of student-athletes to facilitate pursuit of a baccalaureate degree.

20. Represents the UNIVERSITY in organizations governing the football program as deemed necessary, such as National Collegiate Athletic Association, Atlantic Coast Conference, etc.

21. Performs duties assigned by the Director of Athletics, mutually agreed upon to be pertinent to the function of the football program.

22. As schedule permits, assists and promotes the UNIVERSITY's athletic program by soliciting and encouraging contributions to and support for the UNIVERSITY's intercollegiate football program.

23. As schedule permits, represents the UNIVERSITY and its football program at appropriate events and meetings, including meetings of the Hokie Club and Alumni Association.

## ARTICLE II

### A. Term

This Contract shall have a four (4) year term effective January 1, 2013. Either party may terminate this contract on a ten (10) day written notice. During the contract term, either party can terminate the contract without cause, except that said termination shall not have an impact on the provisions of Article II, Section B, herein unless said termination is as a result of good cause as defined in Article VII herein.

### B. Post Head Coach Employment

After Beamer's term as Head Football Coach ends, except for termination for "good cause" as defined in Article VII, B, Virginia Tech agrees to appoint BEAMER to the position of Special Assistant to the Athletic Director, at a salary of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars per annum for a term of eight (8) years. As Special Assistant to the Athletic Director, the parties agree BEAMER shall perform fundraising and other booster appearances as mutually agreed upon by the parties.

### ARTICLE III

#### COMPENSATION:

In consideration of BEAMER's services and for his satisfactory performance of the terms, conditions and duties stated herein, the UNIVERSITY agrees to compensate BEAMER in the following manner:

A. Annual Salary

The UNIVERSITY shall pay BEAMER a base salary of Two Hundred Eighty Five Thousand Nine Hundred and Forty-Four Dollars (\$285,944.00), beginning January 1, 2013, per annum. Each January 1 thereafter, BEAMER shall receive an automatic five percent (5%) increase to the base salary.

B. Retention Incentive

BEAMER shall also receive the sum of Two Million Twenty Thousand Six Hundred and Seventy-Two Dollars (\$2,020,672.00) (exclusive of retirement benefits) as a retention incentive and for appearances at Hokie Club functions and UNIVERSITY public relations functions, as well as radio and television shows as they now exist or evolve into in future. Said sum is due and payable in three installments of \$673,557.33 on the first days of April 2013, August 2013 and December 2013. Beginning January 1, 2014, said retention incentive shall increase by the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per annum.

Year	Amount	Installment Amount
2014	\$2,120,672.00	\$706,890.67
2015	\$2,220,672.00	\$740,224.00
2016	\$2,320,672.00	\$773,557.34

C. Use of Automobile

The UNIVERSITY shall provide to BEAMER one courtesy automobile each year.

D. Club Memberships

The UNIVERSITY will pay the initiation fees and annual dues for BEAMER's membership in the Blacksburg Country Club for so long as he serves as the UNIVERSITY's Head Football Coach.

E. University Benefits

BEAMER shall be entitled to insurance benefits, paid vacation leave, sick leave and retirement benefits as other non-classified university employees. Such employee benefits are set out in detail in the *Faculty Handbook*, to which reference is here made and which provisions are incorporated herein by reference. Should the terms and conditions of the *Faculty Handbook* be in conflict or inconsistent with this Contract, the terms of this Contract prevail. Additionally, both agree to allow BEAMER to buy his COBRA benefits for eighteen (18) months after separation or termination from the University provided BEAMER otherwise qualifies for such benefits.

F. Recognition for Exemplary Performance

In the event that BEAMER is recognized for exemplary performance, he shall receive the following incentive payments upon the achievements recognized below.

Said incentives are exclusive of retirement benefits and not included in the base salary for annual percentage increases.

- |    |                                       |           |
|----|---------------------------------------|-----------|
| 1. | Play in ACC Championship Game         | \$ 25,000 |
|    | or play and win ACC Championship Game | \$ 50,000 |
| 2. | Named ACC Coach of the Year           | \$ 25,000 |
| 3. | Named National Coach of Year          | \$ 50,000 |

National Coach of the Year if so named by any  
two (2) of the following awards:

- a. Maxwell Club Coach of the Year
- b. Paul "Bear" Bryant Coach of the Year
- c. Bobby Dodd Coach of the Year
- d. Eddie Robinson Coach of the Year
- e. Woody Hayes Coach of the Year
- f. Walter Camp Coach of the Year
- g. American Football Coaches Association of the Year
- h. Associate Press Coach of the Year

- |    |                                    |            |
|----|------------------------------------|------------|
| 4. | Play in Champs or Chick-fil-A Bowl | \$ 50,000  |
| 5. | Play in other bowl games           | \$ 25,000  |
| 6. | Play in BCS Non-Championship Bowl  | \$ 75,000  |
| 7. | Play in BCS Championship Bowl      | \$ 100,000 |

- |    |  |            |
|----|--|------------|
|    | or play and win BCS National Championship Bowl           | \$ 200,000 |
| 8. | Additional radio/television shows due to bowl appearance | \$ 17,500  |
| 9. | Entertainment fee for staff in Bowl                      | \$ 40,000  |

G. Outside Contracts

The parties agree that all contractual agreements between BEAMER and persons, parties, or legal entities of any type, outside of the UNIVERSITY shall be in compliance with UNIVERSITY policies regarding Conflict of Interest and Commitment, the NCAA Bylaw 11.2 and its subparts and any amendments to either or both such policies or bylaws. Sources of such income shall include but are not limited to income from annuities, sports camps, country club memberships, complimentary ticket sales, television and radio programs, and endorsement or consultation contracts for athletic shoe, apparel or equipment manufacturers. In addition to compliance with UNIVERSITY policies, such outside contracts shall be consistent with the laws of the Commonwealth of Virginia.

At the present time, the UNIVERSITY allows BEAMER to receive and includes as a part of his remuneration package, money for services he performs for outside sources, to-wit: Nike USA, Inc. and IMG College. These sources currently pay the respective annual sums of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) and Thirty-five Thousand and 00/100 Dollars (\$35,000.00). Should any or all such income sources come to an end and no replacement can be obtained through the efforts of BEAMER or the UNIVERSITY, the UNIVERSITY will continue to pay these amounts.



H. Staff and Support Personnel

1. This section applies to staff and support personnel to the extent that those personnel are not covered by a separate written contract with the UNIVERSITY.

Effective January 1, 2012, and continuing each year through the end of this Contract, all Assistant Coaches will be eligible for an annual salary adjustment, based on a raise pool determined by the following formula for the most recently completed season:

- 10% raise pool if play in BCS National Championship Bowl
- 8% raise pool if play in BCS non-National Championship Bowl
- 7% raise pool if play in Champs or Chick-fil-A Bowl
- 6% raise pool for all other Bowl games
- 5% raise pool if no Bowl games

2. BEAMER and the UNIVERSITY recognize the value and importance of the coaching staff to the program and to the expectations the UNIVERSITY has of BEAMER.

All full-time Assistant Coaches and the Head Strength Coach will receive a bonus according to the following schedule in the event the football team participates in a Bowl game.

	<u>Bowls</u>	<u>Champs/ Chick-fil-A</u>	<u>BCS Non- Championship</u>	<u>BCS National Championship</u>	<u>ACC Championship</u>
Offensive and Defensive Coordinators	45,000	50,000	55,000	Play in, 60,000, or win, 75,000	Play in, 5,000, or win, 7,500
Assoc. Head Coach and Assoc. A.D. Football Operations	20,000	25,000	30,000	Play in, 35,000, or win, 50,000	Play in, 4,000, or win, 6,000
Asst. Coaches, Assoc. AD for Athletic Performance, Assoc. AD for Sports Medicine and Director of Equipment Services	15,000	20,000	25,000	Play in, 30,000, or win, 40,000	Play in, 3,000, or win, 5,000
Deputy Director of Football Operations	1 month	1.5 months	2 months	Play in, 2.5, or win, 3 months	Play in, 1,500, or win, 2,500

3. The UNIVERSITY will strive to reach a group membership arrangement with Blacksburg Country Club to provide membership privileges to each Assistant Coach, Administrative Assistant, Head Strength Coach, and Head Trainer.

I. Miscellaneous Benefits

The UNIVERSITY agrees to grant BEAMER the following additional benefits because of his position as Head Football Coach:

1. During his tenure as the Head Football Coach, BEAMER is entitled to a loge and/or suite in Lane Stadium as part of his compensation. This facility will be on

the west side of the stadium and comparable to those suites designated and set aside for use of UNIVERSITY administrators.

2. BEAMER is entitled to twenty (20) tickets to all home football games at no cost and ten (10) Bowl tickets at no cost. These tickets will be the best available. BEAMER is also entitled to four (4) tickets to all home basketball games at no cost and four (4) ACC men's basketball tournament tickets at no cost.

J. Event Seats Post Retirement

At BEAMER's retirement from his employment at UNIVERSITY, the UNIVERSITY agrees to provide BEAMER use of an eight (8) seat suite for his use during his life at Lane Stadium, without cost. In the event an eight (8) seat suite is not available at his retirement, the UNIVERSITY agrees to provide BEAMER the use of eight (8) indoor club seats until such time as an eight (8) seat suite is available, or at Beamer's discretion the option to purchase or lease a larger suite (if available) at home stadium, the price reduced by the value of an eight (8) seat suite.

K. Bonuses

All bonuses and payments under this Article (including bonuses for BEAMER's assistants shall be paid within sixty (60) days of the event giving rise to the bonus.

ARTICLE IV

LONG TERM ILLNESS OR INCAPACITY:

If BEAMER cannot or does not perform his duties as the UNIVERSITY'S Head Football Coach because of illness or incapacity of any type whatsoever for a cumulative total of more than six (6) months in any year, the Athletic Director may terminate this

Contract, with the approval of the President of the UNIVERSITY or his designee, upon thirty (30) days notice to BEAMER and the UNIVERSITY shall be relieved of all liabilities and/or obligations under this Contract following such termination.

No final determination on whether BEAMER is considered incapacitated shall be considered conclusive until the following procedure is utilized. After the initial determination by the Athletic Director and President, BEAMER and the UNIVERSITY shall each appoint a licensed physician and both the licensed physicians shall appoint a third licensed physician to review the medical evidence. Their findings are non-binding, but may be used in any subsequent proceeding.

#### ARTICLE V

##### DEATH OR DISABILITY:

If BEAMER dies or becomes permanently physically or mentally disabled during the term of this Contract to such an extent that he is unable to perform satisfactorily his duties as the UNIVERSITY'S Head Football Coach, this Contract shall terminate forthwith. No final determination on whether BEAMER is considered mentally or physically disabled shall be considered conclusive until the following procedure is utilized. After the initial determination by the Athletic Director and President, BEAMER and the UNIVERSITY shall each appoint a licensed physician and both the licensed physicians shall appoint a third licensed physician to review the medical evidence. Their findings are non-binding, but may be used in any subsequent proceeding. In the event of BEAMER'S death during the term of this Contract, the UNIVERSITY will pay to BEAMER'S estate any compensation due him up to the end of the month in which BEAMER dies,

but the UNIVERSITY shall otherwise be relieved of all liabilities and obligations under this Contract following such termination.

## ARTICLE VI

### CONDITIONS OF EMPLOYMENT:

BEAMER shall devote his entire time, attention, energies, and abilities to his duties as the UNIVERSITY's Head Football Coach, and during his employment, except as hereafter provided, he shall not engage in any other business or occupation, which is or is not pursued for profit, gain or other personal advantage, without first obtaining the written approval of the Athletic Director.

BEAMER shall have the right to incorporate himself into a personal service corporation for the purposes of protecting his personal assets from liability resulting from sports camp or other professional activities, and/or to shelter self-employed income in the appropriate retirement plan vehicles resulting from sources outside the UNIVERSITY's system, and approved herein.

Any income resulting from clinics, professional activities, endorsements, speaking engagements, or other self-employment income generated from activities relating to his conduct as Football Coach shall be non-W-2 income and paid directly to BEAMER, but reportable to the NCAA and IRS to the extent paid by the UNIVERSITY.

Furthermore, it is recognized that any of the aforementioned income and benefits shall be subject to NCAA rules and regulations regarding the reporting and institutional controls regarding Coach's outside income as required by that governing

body and its members, and must be consistent with UNIVERSITY and the Commonwealth's policies and procedures and subject to approval by the UNIVERSITY's Athletic Director.

BEAMER shall have the right to operate football camps during the summer months, using the UNIVERSITY's facilities, personnel and other services provided he pays a reasonable cost for the use thereof, and provides adequate insurance naming Virginia Polytechnic Institute and State University as an additional insured against any claim, demand or action that might arise as a result of such operations. Staff compensation shall be solely subject to BEAMER's control.

The UNIVERSITY and BEAMER agree that all materials and work product created or developed by BEAMER specifically within the scope of his employment, and all rights of any and every kind that BEAMER may have shall be governed by the UNIVERSITY's Intellectual Property Policy and the applicable laws of the Commonwealth of Virginia. The parties acknowledge that "Beamerball" and the internet and other electronic media rights to "Beamerball" are the sole property of BEAMER and are not subject to the conditions of this paragraph. Further, UNIVERSITY hereby grants "Beamerball" media credentials during the term of this Contract.

BEAMER shall conduct such travel as necessary to carry out his duties as Head Football Coach, and he shall be entitled to reimbursement for transportation and per diem expenses as authorized by state law and UNIVERSITY policy upon presentation of the appropriate vouchers and receipts. In addition thereto, UNIVERSITY shall reimburse BEAMER for reasonable travel expenses incurred by his spouse for three (3) annual trips

when she accompanies BEAMER. Said reasonable travel expenses shall include, but not be limited to, airline transportation, hotel expenses, rental cars, and convention expenses including registration fees.

## ARTICLE VII

### GOOD CAUSE TERMINATION:

A. It is understood and agreed that should BEAMER be found to be in violation of NCAA regulations after a hearing before the NCAA Infractions Committee that he would be subject to disciplinary or corrective action as set forth in the provisions of NCAA enforcement procedures. This determination shall not be subject to the arbitration provisions hereinafter set out.

B. In addition, the Athletic Director shall have the right to terminate BEAMER's services as the UNIVERSITY's Head Football Coach, subject to the approval of the President of the UNIVERSITY or his designate if, in the UNIVERSITY's opinion, "good cause" (as defined herein) exists. Should BEAMER disagree with the determination of "good cause" termination, BEAMER may, within ten (10) days of such determination, give written notice of his objection to such determination. In that event, the UNIVERSITY shall, within a reasonable time not to exceed twenty (20) days, request a list of seven (7) arbitrators from the American Arbitration Association who are available for employment as herein provided. Selection of an arbitrator shall be made by each party ranking each of such arbitrators on the list with a number from one (1) to seven (7): one for the favorite, two for the second, and so on. The two rankings will be added and the arbitrator with the lowest number becomes the arbitrator to hear the case. In the event

this method of selection results in a tie, each party will alternately remove one arbitrator from the full list until only one arbitrator remains on the list. The arbitrator whose name remains on the list becomes the arbitrator who hears the case. BEAMER will have the first turn to remove an arbitrator from the list.

After the selection of an arbitrator, the determination of "good cause" shall be submitted to non-binding arbitration for an advisory decision that shall be rendered within twenty (20) working days following the close of the proceedings conducted by the arbitrator. The proceedings conducted by the arbitrator shall be under such terms and conditions as the arbitrator determines, except that the advisory decision shall be submitted to both parties within twenty (20) days of the close of evidence and arguments which within the discretion of the arbitrator are allowed.

Costs of the arbitration procedure, save and except attorney's fees for either party, shall be borne equally by BEAMER and the UNIVERSITY.

A termination for "good cause" shall immediately relieve the UNIVERSITY of any and all liabilities and/or obligations to BEAMER under the Contract, other than monies then due for services performed since the last monthly installment of the annual salary was paid. For purposes of this Contract, "good cause" shall include, but is not limited to, the following:

1. BEAMER's willful, direct involvement in any deliberate clear and serious violation of the rules, constitutional provisions, bylaws, policies, regulations, or interpretations of the UNIVERSITY, the NCAA or any athletic division or conference in which the UNIVERSITY is a member.



2. BEAMER's conviction of any serious crime or offense involving fraud or dishonesty. Serious is defined as where the penalty for conviction is more than one (1) year in prison or a fine of more than One Thousand Dollars (\$1,000.00) or both.

3. BEAMER's failure to perform any of the material and substantive duties as set forth in Article I of this Contract.

4. BEAMER's failure to comply with any of the conditions set forth in Article VI of this Contract.

BEAMER shall be given thirty (30) days' notice of any termination or suspension for "good cause." BEAMER further stipulates and agrees that by the terms of this Contract he waives the right and is estopped to participate in or benefit in any way from any grievance procedure of the UNIVERSITY as set out in the *Faculty Handbook* or grievance procedures otherwise available to employees of the Commonwealth of Virginia.

#### ARTICLE VIII

The parties further covenant and agree that any request or demand by BEAMER to alter or renegotiate this Contract, except as provided in this Contract, shall be construed as a voluntary termination on the part of BEAMER and will invoke the stipulated damages provisions of Article II.

#### ARTICLE IX

##### WAIVER OF BREACH:

The waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver by that party of any subsequent breaches.

## ARTICLE X

### SEVERABILITY:

In the event that any provision of this Contract shall be deemed invalid, unreasonable or unenforceable by any court of competent jurisdiction or because of NCAA Rules or Bylaws, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the interest of the parties at the date of this Contract. Any such stricken items shall be subject to renegotiation at the first possible time, subject to right of refusal by the UNIVERSITY.

## ARTICLE XI

### NOTICE:

All notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail or telegraph to the following addresses:

#### As to BEAMER:

Frank Beamer  
1700 Mountainside Drive  
Blacksburg, VA 24060

#### As to UNIVERSITY:

Director of Athletics  
Virginia Tech  
352 Jamerson Athletic Center  
Blacksburg, Virginia 24060

## ARTICLE XII

### APPLICABLE LAW:

This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia.

## ARTICLE XII

### SUCCESSORS AND ASSIGNS:

This Contract shall insure to the benefit of and be binding upon the successors and assigns of the UNIVERSITY.

## ARTICLE XIV

### HEADINGS:

The headings at the beginning of each paragraph and sub-paragraph of this Contract are for convenience only and shall not in any way affect the interpretation of any paragraph of this Contract or the entire Contract.

## ARTICLE XV

### EXECUTION IN COUNTERPARTS:

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

## ARTICLE XVI

### REMEDIES:

The remedies provided for herein or otherwise available to the parties shall be cumulative and no one such remedy shall be exclusive of any other and the exercise of any one shall not preclude the exercise or be deemed to be a waiver of any right or remedy at law or in equity which may be available to a party, including any rights to damages or injunctive relief.

## ARTICLE XVII

### ADDITIONAL DOCUMENTS:

The parties shall execute and deliver any and all additional papers, documents and other instruments and shall do any and all further acts and things reasonable necessary in connection with performance of their obligations hereunder to carry out the intent of this Contract.

## ARTICLE XVIII

Article III. I. shall survive the termination of this Contract.

## ARTICLE XIX

### TAX COMPLIANCE – SECTION 409A OF THE INTERNAL REVENUE CODE.

Notwithstanding any provision of this Contract to the contrary, all provisions of this Contract shall be construed and interpreted to comply with section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and if necessary, any provision shall be held null and void to the extent such provision (or part thereof) fails to comply with Section 409A or regulations thereunder. For purposes of Section 409A, all payments to be made upon a termination of employment under this Contract may only be made upon a "separation from service" within the meaning of such term under Section 409A, each payment of compensation made under this Contract shall be treated as a separate payment of compensation, and the right to a series of installment payments under this Contract is to be treated as a right to a series of separate payments. Any amounts payable under this Contract solely on account of an

involuntary separation from service within the meaning of Section 409A shall be excludible from the requirements of Section 409A, either as involuntary separation pay or as short-term deferral amounts (e.g., amounts payable under the schedule prior to March 15 of the calendar year following the calendar year of involuntary separation) to the maximum possible extent. To the extent that any amounts payable under this Contract are not excludible from the requirements of Section 409A under the involuntary separation pay exception or as short-term deferral amounts, such amounts shall be payable on fixed dates or pursuant to a fixed payment schedule, as provided in this Contract. In no event shall BEAMER, directly or indirectly, designate the calendar year of payment. Further, any reimbursements or in-kind benefits provided under this Contract that are subject to Section 409A shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during the period of time specified in the employment agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during calendar a year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Notwithstanding anything in this Contract to the contrary, any right of the UNIVERSITY to offset or otherwise reduce any sums that may be due or become payable by the UNIVERSITY to BEAMER or for the account of BEAMER, by an

overpayment or indebtedness of BEAMER, shall be subject to limitations imposed by Section 409A.

ARTICLE XX


ENTIRE AGREEMENT:

This Contract represents the entire understanding of the parties, and neither party is relying upon any representation not contained in this Contract.

IN WITNESS WHEREOF, the parties have signed this Contract on the 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
FRANK BEAMER

VIRGINIA POLYTECHNIC INSTITUTE  
AND STATE UNIVERSITY

By:   
\_\_\_\_\_  
CHARLES W. STEGER  
President

**FIRST ADDENDUM TO THE EMPLOYMENT CONTRACT BETWEEN VIRGINIA  
POLYTECHNIC INSTITUTE AND STATE UNIVERSITY and FRANK BEAMER**

**WHEREAS**, VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (the "UNIVERSITY") and FRANK BEAMER ("BEAMER") entered into an Employment Contract effective January 1, 2013 (the "Contract"); and

**WHEREAS**, the University and Beamer are desirous of altering and amending said Contract to reflect a new Contract Term and correct other technical issues; and

**WHEREAS**, all capitalized terms used herein but not defined herein shall be as defined in the Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the University and Beamer agree as follows:

**A.** Article II. The first sentence of Section A, Term, shall be amended to provide as follows:

"This Contract shall have a six (6) year term effective January 1, 2013."

**B.** Article III, Section F, Recognition for Exemplary Performance, is deleted in its entirety and the following substituted in lieu thereof:

**F.** Recognition for Exemplary Performance

In the event that BEAMER is recognized for exemplary performance, he shall receive the following incentive payments upon the achievements recognized below.

Said incentives are exclusive of retirement benefits and not included in the base salary for annual percentage increases.

- |    |   |           |
|----|---|-----------|
| 1. | Play in ACC Championship Game   | \$ 25,000 |
|    | or play and win ACC Championship Game                                       | \$ 50,000 |
| 2. | Named ACC Coach of the Year   | \$ 25,000 |
| 3. | Named National Coach of Year  | \$ 50,000 |
|    | National Coach of the Year if so named by any                               |           |
|    | two (2) of the following awards:  |           |
|    | a. Maxwell Club Coach of the Year   |           |
|    | b. Paul "Bear" Bryant Coach of the Year                                     |           |
|    | c. Bobby Dodd Coach of the Year   |           |
|    | d. Eddie Robinson Coach of the Year   |           |
|    | e. Woody Hayes Coach of the Year  |           |
|    | f. Walter Camp Coach of the Year  |           |
|    | g. American Football Coaches Association of the Year                        |           |
|    | h. Associate Press Coach of the Year  |           |
| 4. | Play in the College Football Playoff Semi-Finals or Finals                  | \$100,000 |
|    | Or play and win the CRP Final:  | \$200,000 |
| 5. | Play in in a "top 6" Bowl outside of the Semi-Finals                        | \$75,000  |
|    | (i.e., Orange, Sugar, Rose, Fiesta, Cotton, or Peach Bowl)                  |           |
| 6. | Play in the Capital One Bowl or other "Tier One" Bowls                      | \$50,000  |
|    | as defined by the ACC (i.e., Belk, Sun, Pinstripe, Music City or Taxslayer) |           |
| 7. | Play in any other Bowl not listed above- "Tier Two" Bowl                    | \$25,000  |



8. Additional radio/television shows due to bowl appearance \$ 17,500

9. Entertainment fee for staff in Bowl \$ 40,000

C. Article III, Section H, Subsection 1, Staff and Support Personnel, is amended as follows:

10% raise pool if play in College Football Playoff (CFP) Semi-Finals/Finals  
8% raise pool if play in a CFP "top 6" Bowl outside of the CFP Semi-Finals/Finals  
7% raise pool if play in the Capital One Bowl or other "Tier One" Bowl  
6% raise pool if play in other Bowl game, "Tier Two"  
3% raise pool if no Bowl game

D. Article III, Section H, Subsection 2, is deleted in its entirety and the following substituted in lieu thereof:

2. BEAMER and the UNIVERSITY recognize the value and importance of the coaching staff to the program and to the expectations the UNIVERSITY has of BEAMER.

All full-time Assistant Coaches, the Head Strength Coach, and select other Football related staff positions detailed below, will receive a bonus according to the following schedule in the event the football team participates in a Bowl game.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

	<b>BOWLS Tier 2</b>	<b>CAPITAL ONE BOWL OR TIER 1</b>	<b>CFP "TOP SIX" BOWL</b>	<b>COLLEGE FOOTBALL PLAYOFF SEMI- FINALS/ FINALS</b>	<b>ACC CHAMIONSHIP GAME</b>
Offensive and Defensive Coordinators	45,000	50,000	55,000	Play in, 60,000 or win, 75,000	Play in, 5,000 or win, 7,500
Assoc. Head Coach and Sr. Assoc. A.D. Football Operations	20,000	25,000	30,000	Play in, 35,000 or win, 50,000	Play in, 4,000, or win, 6,000
Asst. Coaches, Assoc. A.D. for Athletic Performance, Assoc. A.D. for Sports Medicine	15,000	20,000	25,000	Play in, 30,000 or win, 40,000	Play in 3,000, Or win, 5,000
Director of Equipment Services	5,000	10,000	15,000	17,500 or 22,500	2,000 or 3,000
Head Equipment Manager	5,000	7,500	10,000	12,500 or 17,500	1,000 or 2,000
Deputy Director of Football Operations, Director of Player Personnel, Director of High School Relations, Director Video Operations	1 month	1.5 months	2 months	Play in, 2.5, or win, 3 months	Play in, 1,500, or win, 2,500

In all other respects, said Contract dated January 1, 2013, shall remain in full force and effect and may not be further modified except by a writing signed by the University and Beamer.

SIGNED, this 25 day of August, 2014.



FRANK BEAMER

VIRGINIA POLYTECHNIC INSTITUTE  
AND STATE UNIVERSITY

By:



TIMOTHY D. SANDS  
President