

**EMPLOYMENT AGREEMENT
BETWEEN OLD DOMINION UNIVERSITY AND
RICKY RAHNE**

This Agreement dated effective as of the 10th day of December 2019, describes the terms of employment between RICKY RAHNE ("COACH") and Old Dominion University ("UNIVERSITY"). The agreement initiates the COACH's term of employment as Head Football Coach, a professional faculty position at the UNIVERSITY. This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to this Agreement, executed by both parties prior to becoming effective.

I. TERM OF EMPLOYMENT

- A. The UNIVERSITY will employ COACH as Head Football Coach for a term of approximately five (5) years beginning December 10, 2019 and ending on December 31, 2024. January 1 – December 31 shall be deemed a "Contract Year", with the exception of the first Contract Year which shall commence on December 10, 2019 and continue through December 31, 2020. The term of this Agreement, as may be from time to time extended, is hereafter referred to as "the term of this Agreement" or "the term hereof" or "Term."
- B. COACH accepts employment in this position and agrees to perform faithfully and diligently the duties of Head Football Coach, as set forth herein.
- C. At the expiration of the term of this Agreement, both parties understand and agree that COACH's employment with the UNIVERSITY shall terminate, and that there are no understandings or obligations to continue that employment. COACH's employment shall continue after the term of this Agreement only if there is a fully executed amendment to this Agreement.
- D. Except as otherwise provided herein, the policies and procedures as described in the Old Dominion University Faculty Handbook and modified or amended by subsequent revisions thereof and communicated to COACH, are expressly incorporated in and made a part of the terms and conditions of this agreement. Excepting, however, that no policy or procedure relating to annual leave, faculty grievance procedure, notice of non-renewal of contract, or termination of employment shall be applicable to COACH. COACH's employment relationship shall be controlled only by this document; appropriate University policies not specifically excluded herein, Commonwealth of Virginia Appropriations Act, and other applicable law and policy of the Commonwealth of Virginia.

II. DUTIES

COACH is hereby employed by the UNIVERSITY as Head Football Coach with the expectation that COACH assumes responsibility for the academic credibility of student athletes participating in the football program. Such matters as class attendance, progress toward a degree and graduation rates will be reviewed annually by the Director of Athletics or designee. Moreover, the retention of

student-athletes on football scholarships is considered an important part of COACH's responsibility. COACH shall provide leadership, supervision, and use his best efforts to ensure that all assistant coaches, staff, student-athletes and other persons associated with the Football program comply with the NCAA constitution, bylaws, rules, regulations, policies and directives. COACH shall promptly report to the Director of Athletics (hereafter "Director" or "AD") or to the Associate Athletics Director-Compliance any suspected violation of a material nature of any of the foregoing constitution, bylaws, rules, regulations, policies or directives. Other duties and responsibilities shall include the following:

- A. Provide the UNIVERSITY with his most dedicated and conscientious service in the capacity of Head Football Coach, and other duties reasonably assigned by the Director, and consistent with his duties as Head Coach; perform his duties in a manner consistent with UNIVERSITY rules and regulations, federal and state statutes, conference rules and regulations, NCAA rules and regulations, within the traditional high standards associated with his profession. COACH certifies complete the Campus Security Authority Training (hereinafter "CSA") within six (6) months of the execution of this Agreement.
- B. In consultation with the Department of Athletics, maintain responsibility for the fiscal and budgetary functions of the football program.
- C. Use his best efforts to ensure that all academic standards, requirements and policies of the UNIVERSITY are observed by him and members of his coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the football program.
- D. Conduct himself and the football program at the UNIVERSITY in accordance with the constitution and bylaws of the conference in which the UNIVERSITY competes in football, and in accordance with the constitution and bylaws of the NCAA, all state and federal laws, and the UNIVERSITY's policies and procedures.
- E. Use his best efforts to coach and train student-athletes to compete successfully against other Division I college teams in a quality football program.
- F. Use his best efforts to ensure that football assistant coaches, football administrative/support staff, and student-athletes in the football program conduct themselves in a sportsmanlike manner and in other ways that will result in a positive image for the UNIVERSITY both on and off the field.
- G. Maintain and enforce any and all disciplinary policies and drug policies of the UNIVERSITY, the Department of Athletics and the football program.
- H. Use his best efforts to develop and maintain a successful football program that attracts spectator interest and attendance, public support through donations and endowments, and media coverage, and that generates substantial revenue for the UNIVERSITY's Department of Athletics. Such responsibility includes the responsibility to make public appearances, speak on behalf of the football program, speak with the media, and assist in the promotion of ticket sales for the UNIVERSITY's football games.

- I. COACH shall have the limited authorization to engage in marketing/endorsement/appearance/speaking activities so long as such activities do not conflict with existing departmental marketing/endorsement rights-holders with approval of Director not unreasonably withheld.
- J. COACH shall be obligated to provide notice to the AD prior to COACH or his representative's engaging in any conversations or negotiations for future employment during the term of this agreement.
- K. COACH's duties shall be commensurate with generally accepted industry standards with those of similarly positioned head football coaches at NCAA Division I institutions.
- L. UNIVERSITY acknowledges that COACH's primary responsibility is in coaching the team (to include, but not be limited to, recruiting student-athletes, managing COACH's staff, practicing the team, instructing members of the team, game-planning etc.) and any requests for additional services from COACH shall be reasonable in scope, limited, and subject to COACH's primary responsibility.
- M. Subsequent to the conclusion of each season, COACH, AD, and Sport Administrator will meet to discuss program status, progress, potential extensions(s), etc.

III. PARTICIPATION IN DECISION-MAKING

The parties recognize that many factors may influence COACH's ability to perform successfully his duties under this Agreement. Therefore, it is agreed that COACH will be entitled to participate and have input into the following activities to the extent set forth below:

- A. In order to support successfully the football program, the UNIVERSITY agrees to allow COACH to assist in raising the necessary funds to support the football program. To that end, COACH can assist in identifying program needs, establish fundraising goals, and implement plans for achieving those goals.
- B. COACH shall have the opportunity to provide input into the design and development of any and all facilities owned by the UNIVERSITY that are for the exclusive or partial use of the football program. COACH can also recommend capital projects and participate in the development and implementation of capital campaigns for football related facilities.
- C. The COACH shall have autonomy to arrange the scheduling for the football program. Before finalizing any scheduling arrangements, the COACH shall submit them to the Director of Athletics for final approval, which approval shall not be unreasonably withheld or delayed.
- D. Upon COACH's request, UNIVERSITY shall make efforts for funding to be available for any incoming freshman student-athlete to attend the UNIVERSITY either the spring semester if the incoming student athlete graduates high school in December or summer school following his high school graduation in the spring prior to the fall semester in an effort to increase their likelihood of obtaining a degree from UNIVERSITY. UNIVERSITY agrees to engage in consistent communication with COACH regarding the need for certain upper-class student-athletes to attend

summer school as well. This will be contingent on the amount of monies available to provide scholarships for summer school.

IV. ASSISTANT COACHES AND SUPPORT STAFF

- A. The COACH shall report directly to the Director of Athletics ("AD"), and shall have the authority (subject to the final approval of the AD) to employ, manage discipline, and terminate all assistant coaches and other direct reports within the football department, subject to departmental guidelines, University Human Resource policies, and budgetary limitations.
- B. COACH shall have the ability to supplement the pay for assistant football coaches through their participation in summer camps; and as part of the bonus structure herein described.
- C. COACH shall be permitted to use his discretionary funds-ODAF funds to provide annual development trip(s). COACH shall have the discretion to use these funds to pay for the football coaching staff to attend coaching conventions, clinics and other events designed to promote coaches' professional development pending approval of the Director of Athletics or designee.
- D. COACH shall ensure that all current assistant football coaches complete CSA training within six (6) months of the execution hereof; and all newly hired assistants within six (6) months of their employment effective date subject to and eligible for standard UNIVERSITY raises.
- E. The UNIVERSITY agrees the football program shall be provided a minimum allotment of \$1,600,000 annually for ten (10) full-time assistant coaches, one (1) Director of Football Operations, and one (1) Recruiting Coordinator; such allotment is subject to annual increases pending state and UNIVERSITY appropriations.

V. COMPENSATION AND BENEFITS

- A. The UNIVERSITY shall pay COACH, as annual compensation in consideration for his services as Head Football Coach, as follows: an annualized base salary ("Base Salary") of Two Hundred Forty-Five Thousand Nine Hundred Nineteen Dollars (\$245,919) and an annualized Supplemental income ("Supplemental Income" which, for the purposes of this Agreement, shall mean funds contributed from private, non-Commonwealth of Virginia allotted funds) of Four Hundred Four Thousand Eighty-One Dollars (\$404,081), each payable in accordance with the normal payroll practices of the UNIVERSITY. In addition, for each season in which the team achieves 7 regular season wins, COACH's Supplemental Income shall increase by \$25,000 for all subsequent Contract Years; or in the event the team achieves 8 regular season wins, COACH's Supplemental Income shall increase by \$50,000 for all subsequent Contract Years; or in the event the team achieves 9 regular season wins COACH's Supplemental Income shall increase by \$75,000 for all subsequent Contract Years; or in the event the team achieves 10 or more regular season wins, COACH's Supplemental Income shall increase by \$100,000 for all subsequent Contract Years. All wins against FCS/FBS opponents will count towards the total.
- B. COACH acknowledges that retirement and health benefits provided by the Commonwealth will be, during the term of this Agreement, based on the Base Salary and Supplemental Income components of his compensation exclusive of Media Income. General salary increases awarded to State employees as part of the State biennial budget shall be calculated using the Base Salary component only of COACH's compensation.

- C. COACH is entitled to two (2) days of annual leave at the end of each calendar month of service. Any accumulated, but unused, annual leave days not taken prior to June 30th will not be carried forward. It is the responsibility of COACH to schedule the use of accumulated annual leave.
- D. The COACH shall be eligible to participate in all employee-related benefits normally available for University staff, including group family health insurance, group life insurance, and retirement program calculated at the then-current Base Salary and Supplemental Income. Participation in such benefits is subject to all employment policies for employees of the UNIVERSITY, to the extent not inconsistent with the terms hereof. The COACH acknowledges that the employee-related benefits provided by the UNIVERSITY are subject to change from time to time by the UNIVERSITY exclusive of Media Income.
- E. The COACH will be provided a courtesy vehicle. By accepting this vehicle COACH hereby agrees to adhere to the University policy (Policy # 1050 "Business Related Travel Allowance") pertaining to courtesy vehicles and travel allowances. The fair value of any personal use of the vehicles will be reported for income tax purposes.
- F. The COACH shall be provided a country club membership which must be mutually agreed upon by the COACH and Director of Athletics of UNIVERSITY.
- G. COACH will be provided a cell phone stipend of \$90 per month.
- H. COACH will have use of a private stadium box or suite, if available (including premium parking passes), for all home football contests.
- I. COACH will have access to a minimum of twelve (12) priority-level (if applicable) tickets for each home game and post-season football contest; and up to eight (8) priority-level (if applicable and available) tickets to each away game football contest.
- J. COACH's spouse/immediate family shall be permitted to travel to away and post-season contests at no cost to COACH.
- K. COACH will receive a \$25,000 "signing bonus" for use with moving expenses.

VI. PERFORMANCE BASED COMPENSATION

- A. Such amounts shall be due and payable within 30 days of such achievement(s); incentives are earned as long as COACH is serving as Head Coach on the date upon which bonus incentive is achieved.

Conference Championship Game (\$30,000 max)

- Conference Championship Game Appearance - \$20,000 and
- Conference Championship Game Win - \$10,000

Post-Season Bowls (\$350,000 max)

- Non-College Football Playoff Bowl Appearance (with .500 record or better) \$25,000; or
- New Years' Six Bowl Appearance - \$50,000; or
- CFP Semifinal Game Appearance - \$100,000; or
- CFP National Championship Game Appearance - \$250,000; or
- CFP National Championship Game Win - \$350,000

Coach of the Year (\$35,000 max)

- Conference Coach of the Year - \$10,000; and
- National Coach of the Year - \$25,000
(Eddie Robinson, Walter Camp, Bobby Dodd, Bear Bryant, AP, AFCA, Home Depot, Sporting News, or Maxwell (George Munger))

B. Assistant Coach & Support Staff Bonuses for Championships and Bowls: TBD

VII. OUTSIDE INCOME AND MEDIA RIGHTS

- A. COACH will be provided the opportunity to conduct summer football camps at the UNIVERSITY. COACH shall have complete authority over all aspects of football camps and said camps will not be the responsibility of the UNIVERSITY. COACH shall abide by the rules and policies of the UNIVERSITY in the operation of football camps.
- B. COACH will be responsible for appearing and participating, at reasonable times and intervals, in pre and post-game radio programs following each game that is broadcast. As compensation for appearing on these programs, COACH shall be paid, in addition to his annual Base Salary and Supplemental Income, the annualized amount of One Hundred Thousand Dollars (\$100,000) per Contract Year (the "Media Income"), payable in equal monthly installments, unless otherwise agreed in a writing signed by each of the parties.
- C. In accordance with UNIVERSITY policy and NCAA Bylaw 11.2.2, which may be amended from time to time and are incorporated herein by reference, COACH shall report annually to the Director all athletically related income received by him from sources outside the UNIVERSITY.

VIII. AUTOMATIC TERMINATION UPON DEATH OR DISABILITY OF COACH

- A. This Agreement shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that he is unable to perform satisfactorily all duties as described in Section II of this Agreement for a period of ninety (90) consecutive days. If this Agreement is terminated pursuant to this section, the UNIVERSITY shall be relieved of all liabilities and/or obligations under this Agreement following such termination, except that COACH or his estate will continue to receive the greater of the then existing Base Salary for ninety (90) days or the

remainder of the calendar year in which death or disability occurs, together with his Base Salary, Supplemental Income, Media Income, incentive bonuses and all other compensation accrued to the date of such termination.

- B. If this Agreement is terminated pursuant to this section because of death, COACH's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan then in force and due to COACH as a UNIVERSITY employee.
- C. If this Agreement is terminated due to disability, COACH shall be entitled to receive any disability benefits to which he is entitled under any long-term disability program in which he is enrolled through the UNIVERSITY.

IX. TERMINATION BY UNIVERSITY FOR CAUSE

- A. This Agreement may be terminated by the UNIVERSITY for "Cause," which shall mean the following:
 - 1. Failure to cure (A) a material breach of the duties of COACH as defined in Section II of this Agreement or (B) a knowing and willful violation by COACH of any material UNIVERSITY policy or procedure after, in the case of (A) or (B), receiving written notification of such breach or violation and a forty-five (45) day cure period has elapsed.
 - 2. Any major violation or any multiple, repeated, or pattern of secondary violations of any NCAA, or conference in which the University is a member, regulation or bylaw by (A) COACH or (B) otherwise by or in connection with the Football Program that would subject COACH to penalties under NCAA Division I Bylaw 11.1.2.1, where "multiple, repeated or pattern of secondary violations" means that the same bylaw (or applicable/related rule) is violated more than once in a 12 month period.
 - 3. Dishonesty of COACH in connection with his duties and responsibilities hereunder, or of any of his assistant coaches or staff in connection with their duties and responsibilities to the UNIVERSITY of which COACH had reason to know and failed to report to the Director or to the Associate Athletics Director-Compliance, should have known through exercise of reasonable diligence in the exercise of his duties under this Agreement and failed to report to the Director or to the Associate Athletics Director-Compliance, or which COACH condoned, of such a nature, in the case of such dishonesty of COACH or any of his assistant coaches or staff, which brings material discredit to the UNIVERSITY.
 - 4. Any intentional or grossly negligent misconduct of COACH which involves a breach of law and results in a substantial negative impact on the program or to the public image of the UNIVERSITY.
 - 5. COACH's misuse or abuse of controlled substances and alcohol that interferes in any manner with the performance of his duties or responsibilities to the UNIVERSITY, involvement in illegal gambling, or material violations of the Virginia Conflict of interest Statute.

6. Any knowing or willful violation by COACH's assistant coaches or staff of any NCAA regulation or bylaw, any conference regulation or bylaw, or any material UNIVERSITY policy or procedure, which COACH either knew about or reasonably should have known about and did not report to the Director or to the Associate Athletics Director-Compliance.
 7. Any pattern (defined as two or more instances of violation of the same or similar NCAA regulation, bylaw, conference regulation or bylaw or material UNIVERSITY policy or procedure within a 18 month period) of knowing or willful violations by COACH or COACH's assistant coaches or staff of any NCAA regulation or bylaw, any conference regulation or bylaw, or any material UNIVERSITY policy or procedure, in each case with COACH's prior knowledge and consent, or of which COACH should have known and prevented.
 8. UNIVERSITY acknowledges and agrees that it does not intend for COACH's employment to be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of an applicable rule, regulation, or policy; and further acknowledges and agrees that COACH will be afforded a reasonable opportunity to cure any default or breach thereof so long as such opportunity will not create an unreasonable risk of further harm or damage to the UNIVERSITY's reputation or standing in the community, an unreasonable risk of harm to any student-athlete or staff member, and/or is within the NCAA rules, regulations, and processes.
- B. In the event of a termination under this Section IX, the UNIVERSITY's sole obligation to COACH shall be payment of his Base Salary, Supplemental Income, Media Income, incentive bonuses and all other compensation accrued to the date of such termination. The UNIVERSITY shall not be liable to COACH for any collateral business opportunities or other benefits associated with COACH's position as Head Football Coach, or for any other types of consequential damages.

X. TERMINATION BY THE UNIVERSITY WITHOUT CAUSE: LIQUIDATED DAMAGES

The UNIVERSITY may terminate this Agreement without cause, in which case it shall pay the COACH or his estate the following in equal monthly installments through the remaining Term:

- 75% of total remaining Base Salary, Supplemental Income (including any applicable increases as referenced in Section V.A), and Media Income due through the otherwise unexpired Term.
- COACH shall have a good faith obligation to seek other coaching-related post-termination employment at a fair market value, and the UNIVERSITY shall have a right to offset the amount it pays COACH against any compensation COACH earns from future employment during the Term.

In the event of a termination under this Section X, COACH shall be entitled to receive any Base Salary, Supplemental Income, Media Income, incentive bonuses and other compensation accrued to the date of such termination.

The UNIVERSITY shall not be liable to COACH for any collateral business opportunities or other benefits associated with his position as Head Football Coach. The parties have bargained for this provision, giving consideration that this is an agreement for personal services, the termination of which by the UNIVERSITY prior to its natural expiration to the fact could cause COACH to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the UNIVERSITY, which damages are difficult to determine with certainty.

The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service."

For purposes of Section 409A, COACH's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

XI. TERMINATION BY THE COACH FOR CAUSE

- A. The COACH may terminate this Agreement for "Cause", which shall include any of the following:
1. The UNIVERSITY's failure to cure a material breach of the Agreement after receiving written notification of such breach and a reasonable cure period has elapsed.
 2. The UNIVERSITY's failure to field a football program.
 3. COACH accepting a coaching position with any employer that does not maintain a NCAA Division I Football program.
 4. COACH's retirement.
- B. In the event COACH terminates this Agreement for Cause, his sole obligation to the UNIVERSITY shall be to provide written notice of the date on which this Agreement shall terminate. In the event of a termination under this Section XI, the UNIVERSITY's sole obligation to COACH shall be payment of his Base Salary, Supplemental Income, Media Income, incentive bonuses and all other compensation accrued to the date of such termination; provided, however, that if such termination is for either of the reasons described in subsection A. 1, the UNIVERSITY shall additionally pay to COACH an amount equal to \$2,000,000 as a one-time payment, payable within thirty (30) days following the date of termination.

XII. TERMINATION BY THE COACH WITHOUT CAUSE

COACH may terminate this Agreement without cause by giving written notice to the UNIVERSITY. In the event COACH terminates this Agreement without cause to accept another head coaching position, COACH shall pay the UNIVERSITY an amount as listed below (50% of such amount shall be payable to the UNIVERSITY within thirty (30) days of termination, and the remaining 50% shall be payable to the UNIVERSITY one year following the date of termination)

- Termination on or before 01/31/2021 - \$900,000; or
- Termination on or before 01/31/2022 - \$700,000; or
- Termination on or before 01/31/2023 - \$500,000; or

- Termination on or before 01/31/2024 - \$300,000; or
- After 01/31/2024 - \$0.00

In addition, if COACH terminates this Agreement and accepts another NCAA Division I Head Football Coach position at a Power 5 institution, then COACH will use commercially reasonable efforts to schedule a home and home series with the UNIVERSITY. In the event of termination under this Section XII, the UNIVERSITY shall pay COACH his Base Salary, Supplemental Income, Media Income, incentive bonuses and all other compensation accrued to the date of such termination.

If this Agreement is terminated pursuant to this section, the actual damages suffered by the UNIVERSITY are difficult to determine. Yet, the UNIVERSITY should be compensated for its losses as nearly as possible. Since both parties recognize that the UNIVERSITY's damages are difficult to determine with exactness, the parties agree that the sum due the UNIVERSITY, as determined by the formula above stated, is reasonable and not out of proportion to its actual losses. This sum will be in lieu of the UNIVERSITY's losses for such things as, by way of illustration; costs associated with recruiting, scouting, loss of gate receipts, and the like.

Moreover, the parties, recognizing the complex nature of a NCAA Division I athletic program, agree that the stipulated amount of damages is intended to compensate the UNIVERSITY for the losses that arise from an unscheduled transition in such athletic program. The payment of as provided above, is not intended as a penalty. The parties agree that the payments set forth in this section, while not an accurate measure of the UNIVERSITY's damages, are reasonable and appropriate compensation for the injury it would suffer by COACH's premature termination of this contract. COACH hereby waives any defense to the validity of this provision on the grounds that such damages are void as penalties or are not reasonably related to actual damages.

XIII. TERMINATION BY BOTH PARTIES

This Agreement may be terminated at any time upon mutual agreement of both parties.

XIV. MERGER

This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to this Agreement, executed by both parties prior to becoming effective.

XV. INTERPRETATION AND APPLICABLE LAW; VENUE

This Agreement is made under and shall be interpreted according to the laws of the Commonwealth of Virginia. Any rule to the effect that an agreement shall be construed against the party drafting it shall have no application to this Agreement. Any unresolved disputes involving the Agreement will be adjudicated in the federal or state courts of Virginia.

XVI. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to his residence in the case of COACH, or to the Director's office in the case of the UNIVERSITY.

XVII. BENEFIT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the UNIVERSITY, its successors and assigns, and COACH, his heirs, executors, administrators and legal representatives. Nothing herein shall be construed as a waiver of the UNIVERSITY's sovereign immunity.

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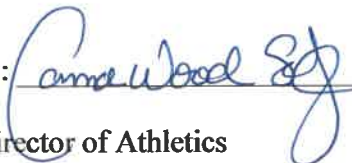
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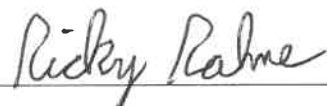
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THIS AGREEMENT, having been approved by the Director of Athletics of Old Dominion University, is entered into by Mr. Rahne and the University, through its authorized officer, effective on the latter of the date of the two signatures below.

OLD DOMINION UNIVERSITY

By: 
Director of Athletics

Date: February 26, 2020

By: 
Head Football Coach

Date: 2-26-2020