

**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