



University of Virginia
Athletics Administration
P.O. Box 400846
Charlottesville, Virginia 22904-4846

January 5th, 2022

Desmond Kitchings
c/o UVA Athletics
McCue Center, 2nd Floor

Dear Desmond:

I am pleased to present to you this letter of appointment. Subject to approval by University Human Resources, you are invited to join the University Executive Staff of the University of Virginia in the Department of Athletics for an initial term, effective January 5th, 2022, through March 31, 2025. This is an exempt position with an initial annualized base salary of \$200,000. You will also receive annualized supplemental compensation in the amount of \$525,000 to be paid on a bi-weekly basis, as well as licensing compensation of \$100,000 annually. Beginning on the first pay period after March 31st, 2023, your supplemental pay will increase to \$550,000, and your licensing compensation will increase to \$125,000. Beginning on the first pay period after March 31st, 2024, your supplemental pay will increase to \$575,000, and your licensing compensation will increase to \$150,000. In addition, you are eligible to receive a benefits package available to University Staff governed by University Staff HR policies. You will hold the administrative title of Offensive Coordinator. It is agreed that your employment in this position is also subject to our criminal background and professional check of you and approval thereof, and you agree to cooperate with us as we may need in conducting that review.

As a member of the University Executive Staff, you are subject to all policies and procedures applicable to this employment status to the extent that the terms of this letter of appointment do not conflict with such policies and procedures. In the event of a conflict between this letter and the policies and procedures applicable to University Managerial and Professional Staff or any other University policy or procedure, the terms of this letter of appointment will control. One way in which your appointment differs from otherwise applicable University policies is in the area of termination and non-renewal. Your employment is based on a limited term agreement which may be terminated at any time and for any reason. Under this agreement, you have no right to employment with the University or compensation after the term of appointment noted in the first paragraph of this letter ends; and you have no right to expect that your employment will be continued after that term ends. However, you will be given notification, in writing, regarding the renewal status of your employment prior to the expiration of this agreement. In the event of your termination without cause or non-renewal, including if Tony Elliott leaves the position of head coach for any reason whatsoever, neither your employment nor compensation will be guaranteed beyond the term of this appointment. In the event the University terminates your employment for cause or you resign or otherwise do not perform the duties required under this

agreement before the end of the term of this agreement, all rights and benefits under this agreement will terminate and the University will have no further obligation to you whatsoever.

In the event of your termination without cause, the University will be obligated to pay you a severance benefit in the amount of your base salary, supplemental compensation, and licensing compensation existing at the time of termination for the remaining term of this agreement, subject to required withholding, and provided that you actively seek, in good faith and with due diligence, gainful employment elsewhere during the period of continued payments of base salary, supplemental compensation, and licensing compensation unless this requirement is waived in writing by the Director of Athletics. The base salary, supplemental compensation, and licensing compensation will be payable to you on the same schedule as would have been applied without the termination, and it will be reduced by any amounts earned or received by you, in any form, from any other gainful employment (including as an independent contractor or consultant) for the period you receive your base salary, supplemental compensation, and licensing compensation. You will report monthly to the Director of Athletics, or designee, on any gainful employment or consulting agreement, and on employment applications and progress in actively seeking other employment. In the alternative, the University may at its sole discretion pay you a lump sum of the base salary, supplemental compensation, and licensing compensation remaining for the obligation or duty to the University with respect to seeking employment elsewhere. In the event of termination without cause, you will not be entitled to any payment other than continuation or lump sum payment of base salary, supplemental compensation, and licensing compensation as provided above. In addition, no leave or other benefits will accrue after the termination date. You will be entitled to continuation of health insurance benefits at your sole cost and expense in accordance with the law (COBRA).

In the event you terminate your position for an equal or lesser role at another ACC University, you agree to owe 50% of the remaining total compensation (including base salary, supplemental compensation, and licensing compensation) on your contract to the University of Virginia. In the event you terminate your position for an equal or lesser role at a University outside of the ACC, you agree to owe 25% of the remaining total compensation (including base salary, supplemental compensation, and licensing compensation) on your contract to the University of Virginia. This clause may be waived at the discretion of the Head Football Coach and the Director of Athletics.

Other terms and conditions regarding your employment may be found on the University Human Resources' homepage at the following address: <http://www.hr.virginia.edu/> . It is your responsibility to be aware of these policies and procedures as well as others that may apply to you. You should further be aware that these policies may be changed from time to time by the governing board or administration.

As part of your appointment, you are eligible to receive payment of certain moving expenses. To participate, you will be required to execute a separate Moving Agreement. Subject to the terms of the Moving Agreement, the University agrees to pay you a signing bonus of \$25,000, plus pay for a full move (up to \$25,000) for actual and reasonable moving expenses that fall under the University's moving policy.

Federal tax laws regarding moving and relocation are subject to change, and these changes may have a significant impact on an individuals' tax liability. Please be advised that federal income tax laws and regulations should be considered for any possible impact on your net reimbursement and tax liability. Information regarding federal tax regulations is available from various sources such as, but not limited to, the Internal Revenue Service, certified public accountants, accounting firms, and other companies providing individual tax services. While the Payroll Department has primary responsibility for making determinations as to the taxability of various reimbursements, the Department is prohibited from providing tax or legal advice to individual employees.

The University has an honor system of which its students and alumni are proud. The student body administers the system through the annually elected Honor Committee. In accepting this appointment, you are indicating a willingness to cooperate with the student body in maintaining the honor system. Your duties and responsibilities will be as assigned by your supervisor Tony Elliott, Head Football Coach. By accepting this offer of employment, you agree to abide by all NCAA, ACC, University and Athletics Department regulations and policies related to the operation, conduct, and administration of the Football Program, including recruiting rules. You shall be responsible for being knowledgeable of all NCAA and ACC rules, and all University and Department policies applicable to your role and the Football Office, including any changes in the rules and policies that may occur from time to time. You shall also endeavor to ensure that any other employees under your administrative responsibility comply with the foregoing policies, rules and regulations as related to the NCAA, ACC, University and Athletics Department. You shall also cooperate fully in any infractions process and be subject to investigation, adjudication and penalties in accordance with NCAA rules.

You may engage in outside activities that are appropriate to the promotions of the athletic programs, provided that such activities do not conflict or interfere with the discharge of your duties, including your commitment of time and effort, and that they comply with the Commonwealth's ethics and conflicts of interest laws and University policy. You agree that you must receive prior written approval from the Director of Athletics, or designee, for all such outside activities and compensation (income or benefits), and that you must report such activities and compensation to the University as required by NCAA rules and regulations. This requirement includes, but is not limited to any athletically-related income or benefits from any source outside the University that you must report in accordance with NCAA rules.

In addition, by accepting this offer of employment, you acknowledge that you will become (i) a "Responsible Employee" under the University's reporting policy and its policy prohibiting Sexual and Gender-Based Harassment and Other Forms of Interpersonal Violence; (ii) a "Campus Security Authority" (CSA) responsible for reporting certain criminal activity and other misconduct in accordance with the University's obligations under the Clery Act and its policy on Clery Act Compliance; and (iii) responsible for reporting certain misconduct under State law. You will seek assistance and guidance from appropriate University and Department resources to understand these obligations and make any reports as may be necessary.

Please indicate your acceptance of the terms of this offer by signing below and returning a copy of this letter to me. Assuming approval by University Human Resources and verification that this offer complies with University policies, your acceptance will be confirmed.

I look forward to our future association in the University community.

Sincerely,

SP *Carla G. Williams*

Carla Williams
Vice President, Intercollegiate Athletics

I warrant that the credentials reflected in the curriculum vitae submitted with my application are correct, and accept the offer contained in this letter by signing below.

Desmond Hitchens

1/6/2022

Signature

Date