

December 5, 2024

Carla Green Williams, Ph.D.


Dear Carla,

I am pleased to reappoint you as Vice President for Intercollegiate Athletics. This letter sets forth the Agreement regarding the terms and conditions of your continuing employment. I ask that you indicate your acceptance by signing below and returning to me.

Term and Renewal

The University agrees to employ you for a term effective December 5, 2024 and ending May 31, 2030 (Term), subject to earlier termination as provided below. You and I will meet for the purpose of discussing renewal or nonrenewal of this Agreement no later than six (6) months before the expiration of the Term. This position carries no expectation of continued employment or compensation beyond the Term.

Compensation and Benefits

In recognition of your performance, your base salary, performance bonus eligibility, deferred compensation, other bonus opportunities, and auto allowance will all be increased.

As compensation for your services, effective June 1, 2025, the University will pay you an annual Base Salary in the amount of \$650,907, less applicable deductions. In addition to your Base Salary, the University will pay you compensation in the form of Licensing Payments in the annual amount of \$495,563, paid quarterly. The Licensing Payments will not be deemed “salary” or be included in calculations of your benefits. Subject to favorable performance reviews, you will remain eligible for compensation reviews and increases in accordance with University policy. You will also receive a Deferred Compensation benefit in the amount of \$250,000. You will receive a \$9,000 annual automobile allowance subject to required deductions.

During the Term of this Agreement, you will retain the option to begin a family membership at the Boar’s Head Resort to be paid from the Department’s local funds. If you choose to initiate a family membership, you will be responsible for any personal charges made by you and members of your family and guests on the membership account.

Your Base Salary, Supplemental Compensation, and other forms of compensation are subject to applicable deductions and withholding as required by state or federal law and additional deductions as you may authorize. You will remain eligible to participate in the University's optional retirement program and the University's standard benefit package for Executive & Senior Administrative Staff including optional health, life, and disability insurance programs.

You must obtain my prior written approval before engaging in any outside employment or consulting activities or accepting any compensation from non-University sources, including but not limited to University-affiliated organizations (e.g., foundations). The University adheres strictly to NCAA requirements regarding athletically related income. In addition to obtaining prior written approval for all outside activities and compensation (income or benefits), you also must report such activities and compensation to the University as required by NCAA rules. This requirement includes, but is not limited to any athletically-related income or benefits from any source outside the University.

Performance Bonuses

Based on your performance assessment, you will be eligible for an annual performance bonus not to exceed \$300,000. The payment of a performance bonus, and the amount of any such bonus, will be based on meeting our mutually agreed goals. In addition, you will receive a 3.5% bonus of your Base Salary and Licensing Payments each year UVA appears in a bowl game and an additional 3.5% bonus of your Base Salary and Licensing Payments each year UVA attains a top 10 Director's Cup finish, for a maximum of 7%.

Retention Bonus

Should you complete the full Term above, the University will pay you a one-time lump sum retention bonus in the amount of \$250,000, less required withholding. None of this retention bonus will be deemed "salary" or be included in calculations of your benefits.

University Policy

As a senior University executive, you will remain subject to and agree to abide by all University policies applicable to Executive & Senior Administrative Staff, including the University's conflict of interest policies and its Code of Ethics. You are expected to become familiar and comply with all relevant University policies as they may be changed from time to time. This Agreement shall be considered an Individually Negotiated Contract as defined in policy HRM-021.

You understand and acknowledge that you are (i) a "Responsible Employee" under the University's policy for reporting Prohibited Conduct in accordance with the University's obligations under Title IX; (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 (iii) a University employee having certain reporting obligations under applicable state law. In addition, you will immediately make required notifications when there

is reason to believe a NCAA rules violation has occurred or may occur, and you shall fully cooperate with the University in any University factual investigation, or in reporting to the NCAA or ACC. You also will cooperate fully in any infractions process and be subject to investigation, adjudication and penalties in accordance with applicable NCAA rules. You will seek assistance and guidance from appropriate University and Department resources regarding these obligations and will promptly make such reports as may be necessary. In addition to reports required by federal and state law, NCAA rules, and University and Department policies, you will keep me reasonably informed of any material condition relating to the operations and participants in the Department's programs.

The University has an Honor System of which its students and alumni are proud. The student body administers the system through its elected Honor Committee. By accepting this offer, you are indicating your willingness to support and cooperate with the student body in maintaining the Honor System.

Termination

The University may terminate this Agreement at any time for Cause upon written notice to you. For purposes of this Agreement, "Cause" shall mean conduct that is: (a) grossly negligent or intentional malfeasance in the performance of your duties; (b) actions or omissions that are undertaken or omitted knowingly and are criminal, fraudulent, or involve dishonesty or moral turpitude; or (c) any material breach of this Agreement that is not remedied within thirty (30) calendar days of receiving written notice of such conduct. Notwithstanding any other provision in this Agreement to the contrary, in the event you are terminated for Cause, your employment with the University shall cease immediately, and you shall not be entitled to any further compensation or benefits, except all compensation and benefits through the effective date of termination and as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.

The University also may terminate this Agreement at any time without Cause. If the University terminates this Agreement without Cause before the expiration of the Term, upon execution by you of a release of claims in a form satisfactory to the University, you shall be entitled to receive payments, in accordance with the University's normal payroll practices, equal to your then current Base Salary, Licensing Compensation, and Deferred Compensation, (less applicable deductions) for the remainder of the Term of this Agreement provided that you actively seek, in good faith and with due diligence, gainful employment elsewhere during the period of continued payments. The University will continue payments to you on the same schedule as would have been applied without the termination, and the payments shall be reduced by any amounts you earn or receive or for which you may earn and defer receipt of, in any form, from any other gainful employment (including as an independent contractor or consultant) for the period you receive these payments. For any subsequent gainful employment for which you appear to be substantially underpaid compared to market or for any multi-year agreement for subsequent gainful employment in which your compensation is unequally apportioned to fall outside of the period of payments under this Agreement, the University may impute the market or equitable value to achieve the appropriate reduction of University payments. During any period of continued payments after termination of this Agreement

without Cause, you shall report monthly to the President, or designee, on any gainful employment or consulting arrangement, and on employment applications and progress in actively seeking other employment. In the alternative, the University may at its sole discretion pay you a one-time lump sum of the payments remaining for the Term of this Agreement, and upon such lump sum payment, you shall have no further reporting obligation or duty to the University with respect to seeking employment elsewhere. In addition, the University will pay you the equivalent of 12 months of the cost of COBRA coverage for you and any family members then on the University's health plan (to the extent such coverage is allowable by law). Upon termination without Cause, you shall not be entitled to any further compensation or benefits, except as stated above and as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.


If you resign your employment, you shall not be entitled to any further compensation or benefits, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of such employment.

Complete Agreement

This Agreement constitutes the entire agreement between you and the University, and fully supersedes any and all prior agreements or understandings, written or oral, pertaining to these matters. This Agreement shall not be amended or modified, other than by mutual written consent of you and the University and subject to approval by the Board of Visitors, as required.

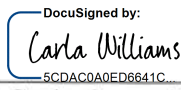
Carla, I am grateful for your steady leadership of the University's Athletics Department during a time of substantial volatility in the world of intercollegiate athletics. Thank you for your contributions and for your continued dedication to the UVA and to the success of our student-athletes on and off the fields of competition. Congratulations on your reappointment, and I look forward to continuing to work with you.

Best,



James E. Ryan
President

I accept the offer contained in this letter and all attachment(s) by signing below.

Signature:  _____ Date: 12/18/2024
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Carla Green Williams, Ph.D.