

November 15, 2025

Mr. James G. Franklin

Re: Letter of Intent, Virginia Polytechnic Institute and State University – Head Football Coach

Dear James:

It is with great enthusiasm that I offer you the position of Head Football Coach for Virginia Polytechnic Institute and State University ("University"), effective November 15, 2025, subject to the conditions described below. This position reports directly to the Director of Athletics (the "AD") and shall include duties that are consistent with those of other similarly situated FBS head coaches. The University shall have no right to reassign you to any other position without your prior consent. This Letter of Intent presents the material terms of our offer to be incorporated into a written employment agreement (the "Agreement") with the University for execution as soon as reasonably possible, which will contain mutually agreeable additional terms as may reasonably be required to further memorialize our relationship. Pending the execution of such Agreement, this Letter of Intent shall be legally binding upon the parties upon its acceptance by our Board of Visitors.

I. Term:

The initial term of this appointment will be from November 15, 2025, (the "Effective Date") to December 31, 2030 (the "Term").

II. Compensation:

The Term of employment agreement shall begin on November 15, 2025, and shall terminate on December 31, 2030 and, except as expressly amended by this Letter of Intent, shall be subject to the terms of the Virginia Tech Faculty Handbook, as applicable to restricted administrative and professional faculty. In the event there is a discrepancy between the terms of the Virginia Tech Faculty Handbook and this Letter of Intent, or any subsequent formal Agreement, the terms of this Letter of Intent or any subsequent formal Agreement, as applicable, shall control.

A. Base Compensation. Your annual base compensation, payable in equal installments in accordance with the University payroll schedule, will be:

Effective Date through December 31, 2025	\$500,000 <i>pro rata</i>
January 1, 2026 through December 31, 2026	\$500,000.00
January 1, 2027 through December 31, 2027	\$500,000.00
January 1, 2028 through December 31, 2028	\$500,000.00



January 1, 2029 through December 31, 2029	\$500,000.00
January 1, 2030 through December 31, 2030	\$500,000.00

B. Supplemental Compensation. Your annual supplemental compensation, payable in equal monthly installments, will be:

Effective Date - December 31, 2025	\$5,500,000 <i>pro rata</i>
January 1, 2026 - December 31, 2026	\$5,500,000
January 1, 2027 - December 31, 2027	\$4,500,000
January 1, 2028 - December 31, 2028	\$3,500,000
January 1, 2029 - December 31, 2029	\$12,250,000
January 1, 2030 - December 31, 2030	\$12,750,000

All compensation, including supplemental compensation and bonus payments, is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements. Compensation is also subject to all State of Virginia laws and University regulations.

III. Achievement Incentives:

You will receive the following annual bonuses for athletic achievement by the football team, designated as *Non-Cumulative* unless otherwise noted. Incentives shall be earned on the date of achievement and shall be payable within thirty (30) days.

A. Regular Season Wins: (Non-Cumulative)

Wins	Head Coach*	Asst Coaches "Pool"*	Support Staff "Pool"*
6**	\$50,000	\$200,000	\$125,000
7	\$65,000	\$300,000	\$200,000
8	\$80,000	\$400,000	\$275,000
9	\$100,000	\$500,000	\$350,000
10	\$150,000	\$600,000	\$425,000
11	\$200,000	\$700,000	\$500,000
12	\$250,000	\$800,000	\$575,000

*Pool Bonus distribution amounts per employee to be determined by you with the approval of the Athletic Director.

** The 6 Regular Season Wins bonus for Head Coach would no longer apply after December 31, 2026.

*** The 7 Regular Season Wins bonus for Head Coach would no longer apply after December 31, 2028.



B. Post Season Bonus(es):

ACC Championship Game Appearance

Head Coach: \$75,000 Asst Coaches (10) "Pool" : \$250,000 Support Staff "Pool": \$250,000
Or,

Win ACC Championship Game

Head Coach: \$150,000 Asst Coaches (10) "Pool": \$350,000 Support Staff "Pool": \$350,000

College Football Playoff (CFP bonuses are Non-Cumulative):

Or, CFP First Round Appearance

Head Coach: \$150,000 Asst Coaches "Pool": \$250,000 Support Staff "Pool": \$250,000

Or, CFP Quarterfinal Appearance

Head Coach: \$250,000 Asst Coaches "Pool": \$325,000 Support Staff "Pool": \$325,000

Or, CFP Final Four Appearance

Head Coach: \$300,000 Asst Coaches "Pool": \$400,000 Support Staff "Pool": \$400,000

Or, CFP Championship Game Appearance

Head Coach: \$400,000 Asst Coaches "Pool": \$500,000 Support Staff "Pool": \$450,000

Or, CFP Champions

Head Coach: \$800,000 Asst Coaches "Pool": \$600,000 Support Staff "Pool": \$500,000

If the current CFP structure is expanded or altered, the University and Coach agree to engage in a good faith negotiation regarding appropriate increases.

ACC Viewership % for Football – annual opportunity – bonus for you only:

5th in ACC Football viewership: \$50,000; or
4th in ACC Football viewership: \$100,000; or
3rd in ACC Football viewership: \$200,000; or
2nd in ACC Football viewership: \$400,000; or



1st in ACC Football viewership: \$800,000

Coach of the Year (Cumulative):

Conference Coach of the Year: \$50,000
National Coach of the Year*: \$100,000 (*limit 1 award*)

* *Eddie Robinson, Walter Camp, Bobby Dodd, Bear Bryant, AP, AFCA, Home Depot, Sporting News, or Maxwell (George Munger)*

IV. Fringe Benefits:

You agree and understand that any non-cash benefits or fringe benefits provided by the University, including but not limited to tickets, access to a premium suite, memberships, family travel, bowl game travel/events, etc., will be treated as additional taxable compensation and included in the Employee's gross income.

Tickets/Suite: The University will make available to you a suite for each home football contest. The University will make available to you eighteen (18) tickets plus up to (10) standing-room-only tickets, and 6 parking passes to each home football game. In addition, the University shall make available to you up to eight (8) priority-level tickets to each away contest, up to sixteen (16) priority-level tickets to each post-season contest in which the football team competes in, and up to six (6) tickets and (2) parking passes to each home men's/women's basketball game(s).

Automobile Stipends / Courtesy Car: The University will provide you with a late-model Courtesy Car. The 10 full-time Assistant Coaches and Head Strength Coach (1) will each receive an annual car stipend of \$9750 paid in two installments – May and December, annually.

Club Membership: The University will pay the initiation fees and all monthly dues associated with membership at the Blacksburg Country Club for the you, or other such club membership as offered by the Athletics Business Office.

Spouse and Family Travel: Your spouse and immediate family (dependents) shall be permitted to travel with the team to away and post-season Virginia Tech Football contests at no cost to you.

Standard Employee Benefits: During the term of your employment, the University will offer you and your eligible dependents the standard employee benefits. Standard benefits include, but are not limited to, retirement, health plan, life insurance, accidental death and dismemberment insurance, and long-term disability.

Moving and Relocation Bonus: The University will pay you a one-time bonus of \$65,000 to be used towards your moving and relocation expenses, or in the alternative, pending consultation with your financial and/or tax advisors, at your discretion will reimburse you for costs and expenses related to your



moving and relocation in an amount not to exceed \$50,000. You will receive this bonus, if applicable, within 60 days of the Effective Date.

Business Expenses: You are encouraged and expected to incur reasonable and necessary business and entertainment expenses on behalf of the University in connection with the performance of your duties. The University will fully reimburse you from funds available within the Football budget for all such expenses so incurred in accordance with the University's Travel and Expense Reimbursement Policy.

V. Assistant Coaches and Staffing Compensation

You shall have the authority (subject to the final approval of the AD) to employ, manage, discipline, and terminate all assistant coaches and other staff-members who report directly to you within the football department, subject to departmental guidelines and University policy and budgetary limitations.

You will have the right to select, consistent with the Football Team budget which has been approved by the University, assistant coaches and football support staff members in accordance with the following:

The University will provide a budget of up to \$ 9,500,000.00 for the annual compensation (inclusive of salary, supplemental, and/or retention pay) of ten (10) assistant coaches. The parties agree to negotiate multi-year agreements to full-time assistants, as applicable, and you shall have substantive input in determining the material terms of such agreements.

The University will provide a budget of up to \$6,000,000.00 for the annual compensation for football support staff (including the creation of new positions, if applicable). The support staff positions can include but are not limited to:

- Analysts/Quality Control Coaches
- Recruiting
- Operations
- Strength & Conditioning Coaches
- Data Analysts
- NIL outbound "sales"
- Creative Media
- Nutrition
- Video
- Player Engagement
- Sports Science
- "Front Office-type" personnel



The University will conduct an annual review of the pool amounts with the goal of ensuring the football program remains competitive with conference and national peer institutions. Subject to available funds, the University will increase the pool a minimum of 3% annually. In consultation with the Athletic Director and the President, you shall retain reasonable discretion over the allocations and re-allocations of all pool funds.

VI. Football Recruiting Budget:

The University will provide a budget of up to \$ 3,000,000. 00 annually for recruiting.

VII. Liquidated Damages:

Your Employment Contract shall contain a provision which states the amounts that shall be owed if the contract is terminated by either party, but not terminated by the University for cause, as defined below, not as a penalty but as the amount needed by each party as reasonable compensation for the loss incurred. In the event of termination by either party, you shall be entitled to receive any earned but theretofore unpaid Base Salary, Supplemental Compensation, and Achievement Incentives.

A. Termination By Coach

Liquidated Damages

Before July 15, 2026, or	\$8,000,000
Before December 15, 2026, or	\$6,000,000
Before December 15, 2027, or	\$4,000,000
Before December 15, 2028, or	\$2,000,000
Before December 15, 2030	\$1,000,000

Half of such amount shall be payable to the University within thirty (30) days of termination, and the remaining half shall be payable to the University within one (1) year of termination.

You shall be obligated to provide notice to the AD prior to engaging in substantive negotiations for future employment.

B. Termination by University without Cause

In the event the University terminates this appointment without just cause prior to 12/31/30, your benefits will cease at the end of the month in which the appointment is terminated, and the University will continue to pay your total remaining Base Salary plus Supplemental Compensation on an equal monthly basis throughout the stated Term as if you had not been terminated. Following a without cause termination by the University you will be obligated to use your best reasonable efforts to seek other coaching-related employment. If you accept another college or professional level



coaching (defined broadly to include serving as an analyst or consultant to a football program) position during the otherwise unexpired term of the contract, compensation you receive from any such coaching position shall serve as an offset on a monthly, dollar-for-dollar basis from any sums due to you from the University for the otherwise unexpired term of the contract. The University agrees and acknowledges that any applicable taxation-related matters, including but not limited to, IRC Section 409A and 457(f) shall be appropriately addressed in the Agreement.

C. Termination by University for Cause

The University may terminate your contract for cause. For purposes of the Agreement, "good cause" shall be defined as:

Knowing involvement by you, or by any staff member who reports to you where you knew or should have clearly known through the exercise of reasonable diligence of such staff members' actions, in any serious violation of the rules, constitutional provisions, bylaws, policies, regulations, or interpretations of the UNIVERSITY, the NCAA, the COLLEGE SPORTS COMMISSION or any athletic division or conference of which the University is a member. "Serious" violations as they relate to NCAA violations include those which either result or could result in Level I and/or Level II violations, and/or Level III violations when the violations show a pattern and your repetitive practice of rule-breaking whether intentional or negligent subject to the paragraph below.

Conviction of any serious crime or offense involving fraud or dishonesty, gambling, or moral turpitude. "Serious" is defined as any crime or offense where the penalty for conviction is more than one (1) year in prison or a fine of more than two thousand five hundred dollars (\$2,500.00).

Any provision for cause outlined in the Faculty Handbook, https://faculty.vt.edu/content/dam/faculty_vt_edu/files/Virginia%20Tech%20Faculty%20Handbook.pdf

The University acknowledges and agrees that your employment contract shall not be terminable for cause for minor, technical or otherwise insignificant acts of misconduct by you or for minor, technical or otherwise insignificant University regulations or NCAA, ACC, or the COLLEGE SPORTS COMMISSION violations which do not entail the risk of Level I institutional penalties. In addition, this Agreement shall not be terminable for cause if Level I or lesser violations occur after you have properly exercised institutional control under the Principles of Institutional Control as prepared by the NCAA Committee on Infractions consistent with NCAA By Law 11.1.1.1 (Head Coach Responsibility). In order to properly maintain institutional control, you shall be notified by the Compliance Office of any and all alleged violations committed by you, any assistant football coach or any football staff member for whom you are responsible. You shall then report to the Director of Athletics any corrective or disciplinary action taken to remediate the alleged violations.

This offer is also contingent upon:

- You providing an official transcript from the college or university where the highest degree was received.
- You authorizing a background check, including but not limited to criminal and financial matters, driver's license check, and NCAA violation check, the results of which shall not be unsatisfactory to the University.

Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this LOI is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this LOI bearing an original or electronic signature by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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It is with great enthusiasm that I extend to you the opportunity to serve as Head Football Coach at Virginia Tech. If you are amenable, please indicate your acceptance and acknowledgment of this binding agreement on the terms described above by signing below. I look forward to finalizing the Agreement and working with you as a member of the Virginia Tech Athletics Department.

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Director of Athletics:

Whit Babcock Signature: Whit Babcock 11/17/25

Accepted by Coach:

James G. Franklin Signature: James G Franklin Date: November ¹⁷~~16~~, 2025
G Franklin (Nov 17, 2025 15:56:46 EST)

President signature required on subsequent formal contract per University Policy

