



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

February 5th, 2026

Keith Gaither
Via DocuSign:

Dear Keith:

I am pleased to present this letter of reappointment to the University of Virginia, extending your current term of appointment through March 31, 2028. Your reappointment carries the administrative title of Special Teams Coordinator/Running Backs Coach, Football. Your pay is based on twelve-months per year and has an annualized base salary of \$184,000 payable on regular University payroll dates. In addition, beginning on February 15th, you will receive an annualized supplemental compensation of \$281,000 to be paid on a bi-weekly basis. Your total compensation will be \$465,000. You will also receive one courtesy vehicle, or in lieu of that, if one is not available, an annualized \$9,000 car allowance. You will also be eligible for consideration for salary increases authorized and funded by the Commonwealth of Virginia, subject to Director of University Athletic Programs' determination and consistent with University and Athletics Department policy.

Additionally, beginning in the Fall 2026 season, you will be eligible for the following bonuses:

Based on # of wins (including bowl):

7 wins: \$5,000
8 wins: \$7,500
9 wins: \$10,000
10 wins: \$15,000
11 wins: \$20,000
12 wins: \$25,000
(paid at highest level/non-cumulative)

OR IF MAKE CFP, the above would not apply and the below bonuses would apply instead:

CFP Qualification: \$25,000
2nd Round (whether through bye or by winning 1st round): additional \$15,000
Semifinalist: additional \$15,000
Championship game participant: additional \$15,000
CFP Champion: additional \$30,000

*Alternatively, if CFP expands to 24 teams, the following would apply instead:

CFP Qualification: \$15k (top 24)
2nd Round: additional \$25k (top 16)
3rd round: additional \$15k (top 8)
Semifinalist: additional \$15k
Championship game participant: additional \$15k
CFP Champion: additional \$30k

*In either CFP scenario, bonuses are cumulative

Regardless of above, coach may also qualify for one of the following:

ACC Participant: \$10,000 or

ACC Championship game victory: \$30,000

As a member of the University Staff, you are subject to all policies and procedures applicable to this employment status to the extent that the terms of this letter of reappointment 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 Staff or any other University policy or procedure, the terms of this letter of reappointment 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 reappointment 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 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 and supplemental 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 and supplemental compensation unless this requirement is waived in writing by the Director of Athletics. The base salary and supplemental 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 and supplemental 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 and supplemental 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 and supplemental 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).

All other terms and conditions regarding your employment may be found on the University Human Resources' homepage at the following address: <https://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.

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 continued 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 office, 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 Program, 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 the Football Program. 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. I look forward to our continued work in the Department and association in the University community.

Sincerely,

SP

Carla Williams

Carla Williams
Vice President, Intercollegiate Athletics

By my signature below, I accept the offer contained in this letter with the terms and conditions set forth above.

Keith Gaither

Signature

2/11/2026

Date

