

**UNIVERSITY OF VIRGINIA
HEAD COACH WOMEN'S SOFTBALL
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (Agreement) is made by and between the Rector and Visitors of the University of Virginia (University) on behalf of its Department of Athletics (Department) and Joanna Hardin (Coach). In consideration of the mutual covenants and conditions contained in this Agreement, the University and the Coach agree as follows:

1. **Employment.** The University hereby employs the Coach, and the Coach hereby accepts employment from the University, to serve as Head Coach of the University's Women's Softball team (the "sports program") for the term of this Agreement, together with all duties and obligations normally and reasonably attaching to this position and as set forth in this Agreement. The Coach will be employed as a member of the University's Executive and Senior Administrative Staff and subject to all applicable University policies except as otherwise modified by this Agreement.

2. **Term.** The Coach's term of employment under this Agreement shall begin on **June 15, 2023 and end on June 14, 2026**, unless terminated earlier as provided in this Agreement. At any time during this Agreement, the Vice President of Intercollegiate Athletics and the Coach may meet and discuss extension or modification of this Agreement on mutually acceptable terms. It is understood and agreed that any extension or modification of this Agreement must be in writing and signed by the Coach, the Vice President of Intercollegiate Athletics, and the University's President. The parties agree that there is no expectation of continued employment beyond what is expressly stated in this section 2.

3. Duties and Responsibilities.

3.1. General Obligations. The Coach shall report to the Associate Athletics Director for Programs, or other person designated by the Vice President of Intercollegiate Athletics, and is responsible for operating the sports program consistent with the Department's administrative policies. The Coach shall encourage proper conduct by student-athletes in all aspects of their lives. The Coach shall promote adherence by student-athletes to all University Standards of Conduct and applicable academic policies including, but not limited to the University Honor Code. The Coach shall promote successful academic progress and graduation by student-athletes. The Coach is responsible for the quality of coaching, leadership, recruiting, and supervision of the sports program including hiring, supervision and oversight of coaches and student-athletes in the sports program, in compliance with this Agreement, University and Department policies, NCAA and ACC rules, and other regulations and policies as may govern the sports program now and in the future. The Coach shall be responsible for operating the sports program within the approved budget and shall maintain oversight of the fiscal functions of the sports program. As an important public representative of the University and its sports program, the Coach shall provide active and sustained responsible leadership and will maintain an athletically competitive sports program that is rules-compliant and reflects high ethical and academic standards.

3.2. Compliance with Rules and Policies. The Coach agrees to use the Coach's best efforts to encourage and guide student-athletes to proper academic success and exemplary conduct in their lives during and outside of competition. As part of this obligation, the Coach shall comply with, and require that the sport program's coaches and

student-athletes comply with all NCAA and ACC constitutions, rules, and regulations governing or relating to the sports program, and University and Department policies applicable to the operations of the sports program. The Coach shall be responsible for being knowledgeable of all NCAA and ACC rules, and all University and Department policies applicable to the sports program, including any changes in the rules and policies that may occur from time to time, and shall educate, lead, monitor and supervise compliance with rules and policies by the sports program's coaches, student-athletes, and other staff under the Coach's administrative responsibility. The Coach shall immediately inform the Vice President of Intercollegiate Athletics or the Department's Compliance Director if and when there is reason to believe a rules violation has occurred or may occur, and shall fully cooperate with the University in any University factual investigation, or in reporting to the NCAA or ACC. The Coach also shall cooperate fully in any infractions process and be subject to investigation, adjudication, and penalties in accordance with NCAA rules.

3.3. Duty to Report. The Coach understands and acknowledges that the Coach is (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. The Coach shall seek assistance and guidance from appropriate University and Department resources regarding these obligations and shall promptly make such reports as may be necessary. In addition to reports required by Federal and State law and University and

Department policies, the Coach shall keep the Vice President of Intercollegiate Athletics reasonably informed of any material condition related to the operations and participants in the sports program.

3.4. Development and External Relations. The Coach shall participate in all fundraising, development, and external relations activities, including those activities facilitated or sponsored by the Virginia Athletics Foundation, at the times, events, and locations as the Vice President of Intercollegiate Athletics or designee may reasonably require. In addition, the Coach shall participate in media appearances and events sponsored by or for the University, including all media appearances associated with competition. The Coach shall require that the sports program's coaches and student-athletes be available for and participate in media appearances and events when not in conflict with academic, practice, or competition schedules. The Coach shall act at all times in a professional and courteous manner and not bring discredit on the Coach, the sports program, the Department, or the University.

3.5. Contracts and Related Obligations. The University may, from time to time, enter into contracts with commercial vendors for the procurement of goods or services in support of the sports program, the Department, or the University. All revenue, goods, and services generated by these contracts shall be the sole and exclusive property of the University. The Coach shall demonstrate leadership and cooperation with the University in fulfilling the terms of such contracts as a material condition of this Agreement. The Coach shall require that the sports program's coaches and student-athletes, as permitted by applicable NCAA and ACC rules and University and Department policies, comply with and cooperate in fulfilling the terms of such contracts governing the endorsement of

services, equipment or apparel and the use or wearing of such equipment or apparel at practices, games, or other public events.

3.6. Commitment of Time and Effort. The Coach shall devote full-time and loyalty to fulfilling the Coach's duties under this Agreement and shall ensure that the Coach is free of conflicts of interest and what reasonably could be perceived as any conflict of interest. Notwithstanding anything to the contrary in this Agreement, the Coach agrees not to seek or accept (either directly or through an agent) any other full- or part-time employment or consulting arrangement of any kind whatsoever during the term of this Agreement, without prior written approval of the Vice President of Intercollegiate Athletics. As an important public representative of the University, the Coach acknowledges and agrees that the Coach's responsibility includes at all times representing the University, the Department, and the sports program professionally and courteously.

3.7. Coaches and Staff. The Coach shall be responsible for and have authority to hire, evaluate, and terminate coaches and staff in the sports program, consistent with Department policy and applicable law, provided any hire or termination is pre-approved in writing by the Vice President of Intercollegiate Athletics or designee. The coaches and staff in the sports program shall report administratively to the Coach subject to Department policies, and the Coach shall be responsible for supervising and requiring their proper performance. Any employment agreement with a coach or other staff member shall be set forth in writing in a University-approved appointment letter or standard contract, and it shall be approved by the Vice President of Intercollegiate Athletics or designee in advance of it being presented to the coach or staff member and

before the coach or staff member assumes any duties whatsoever. Any employment agreement with a coach or staff member shall provide that it is terminable by the University on the Coach's resignation or termination.

3.8. Scheduling. The Coach shall work in collaboration with the Vice President of Intercollegiate Athletics or designee to develop a competitive schedule for the sports program designed to reach post-season competition and other priorities of the sports program. Scheduling must have final approval of the Vice President of Intercollegiate Athletics or designee.

3.9. Performance Review. Each year, the University through its Vice President of Intercollegiate Athletics or designee shall review the Coach's performance. The annual review may include, without limitation, progress in achieving goals and objectives, and the Coach's performance in satisfying specific responsibilities expected of the Coach including: degree of success of the sports program compared to ACC competitors, responsibly operating the sports program within the University-approved budget, supporting the University's Honor System and its academic standards, promoting and monitoring compliance with NCAA and ACC rules by coaches, staff, and student-athletes, encouraging appropriate conduct by student-athletes, and community service. The Coach shall as a priority demonstrate continuing commitment to the academic reputation of the sports program and the academic progress of the student-athletes, periodically checking on their academic status, providing information on the academic help available through the University, and making arrangements for appropriate academic assistance offered by the University. The Coach shall provide student-athletes with written team rules which shall include general reference to NCAA and ACC expectations and potential

consequences of violations, as well as to the University's Honor Code and Standards of Conduct which will be enforced by the Coach, coaches, and staff. The Coach may initiate the request for the annual performance review in the event the Vice President of Intercollegiate Athletics or the designee does not.

4. Compensation.

4.1. Base Salary. In consideration of the proper and complete performance of leading the sports program, the Coach shall be paid an annual base salary of \$109,973 payable in monthly installments on scheduled University pay dates.

4.2. Supplemental Compensation. In consideration for the Coach's assistance in securing equipment contracts for the sports program, and for all appearances including but not limited to radio and television appearances and speaking engagements including those for the Virginia Athletic Foundation, and contingent on the Coach's proper and complete performance of all duties and obligations under this Agreement, the University will pay the Coach \$17,392 annually, payable on scheduled University pay dates and subject to withholdings as State and Federal law require. None of the supplemental compensation shall be deemed "salary", and it will not affect future salary or compensation or be included in calculations of the Coach's benefits.

4.3. Annual Increases in Base Salary and Supplemental Compensation. Subject to favorable performance reviews as provided in section 3.9, the Coach shall be eligible for increases in base salary and supplemental compensation as determined by the University's Merit Pool, consistent with University and Department policies generally applicable to University personnel leading sports programs.

4.4. Benefits. The standard optional health, life, and disability insurance, and retirement programs available to University personnel leading sports programs shall be available to the Coach for enrollment, presuming the Coach is eligible for coverage.

4.5. Travel Expenses. After receiving proper documentation of work-related travel expenses, the University will reimburse the Coach at the maximum rate authorized by State law for all travel and out-of-pocket expenses reasonably incurred by the Coach in direct connection with the performance of duties under this Agreement and in accordance with University and Department policies. Coach's immediate family (defined as the Coach's spouse and the Coach's children residing in the Coach's household) may travel and lodge with Coach for postseason ACC and NCAA competition, with any costs of such travel paid by the Coach. To the extent a taxable benefit is created, the University will tax the benefit in accordance with applicable law.

4.6. Vehicle. At its discretion, the University will provide to the Coach, on a loan basis, one (1) donated vehicle for the Coach's use for official business purposes during the term of this Agreement. Such use shall be subject to University policies regarding Department courtesy cars. The Coach acknowledges that the use of the vehicle must be within Department guidelines, including but not limited to the Coach being held accountable for any personal use of the vehicle. It is understood and agreed that the Coach shall not authorize any other person to operate the vehicle except as may be permitted in writing by the Vice President of Intercollegiate Athletics, and the Coach shall safely operate the vehicle and follow all applicable laws and rules of the road, and ensure that the vehicle is regularly washed and generally maintained in good operating condition, reasonable wear and tear excepted. The Coach shall arrange for regular oil and filter

changes as needed or recommended by the manufacturer or dealer. The University shall reimburse the Coach for reasonable expenses of regular maintenance including oil and filter changes, upon submission of proper documentation. If a vehicle is unavailable, the Coach will be provided a \$9,000 car allowance annually, payable in monthly installments of \$750 (less withholdings) on scheduled University pay dates.

4.7. Tickets. The University will provide the Coach with one (1) football season ticket; one (1) men's basketball season ticket; and one (1) all-event Olympic sports pass for the Coach and each member of the Coach's immediate family (defined as the Coach's spouse and the Coach's children residing in the Coach's household). The Coach agrees that the use of such tickets will be in compliance with all Department policies and procedures and will be subject to normal compliance review. The Coach also acknowledges that the value of such tickets may be considered income and will be so reported by the University.

4.8. Other Income or Benefits. The Coach may engage in outside activities that are appropriate to the promotion of athletic programs, provided that such activities do not conflict or interfere with the discharge of duties under this Agreement including the Coach's commitment of time and effort, and that they comply with the Commonwealth's ethics and conflicts of interest laws and University policy. The Coach agrees that the Coach must receive prior written approval from the University President and the Vice President of Intercollegiate Athletics, or designees, for all such outside activities and compensation (income or benefits), and that the Coach 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 the Coach must report in accordance with NCAA rules.

4.9. Leave. The Coach shall be entitled on an annual basis to paid leave applicable to University Executive and Senior Administrative Staff during the term of this Agreement, provided leave shall be responsibly managed and scheduled by the Coach so that all responsibilities to the Department are properly and continuously fulfilled. The proposed dates of leave also must be pre-approved in writing by the Vice President of Intercollegiate Athletics or designee, which approval shall not be unreasonably withheld. However, such approval shall not relieve or diminish the Coach's continuing responsibility to the University and the sports program at all times during the term of this Agreement.

4.10. Bonuses. The Coach shall be entitled to receive annual bonuses based on the following performance achievements and recognition, with bonus payments to be paid by the University as soon as administratively practicable after the occurrence of the achievement triggering the bonus. The payment of any bonus shall not affect or adjust the Coach's base salary or benefits.

Team Competitive Performance:

ACC Championship:	\$3,000*
NCAA Regional Participation:	\$7,000
NCAA Super Regional Participation:	\$10,000
NCAA World Series Participation:	1½ months base salary
NCAA World Series Championship:	1½ months base salary
ACC Coach of the Year:	\$3,000
National Coach of the Year	\$5,000

(*Regular Season or Tournament either one – but not both)
(Bonus categories are independent and cumulative).

In addition, the Coach shall receive a one-time signing bonus in the amount of \$30,000, payable on the first pay date of the term this Agreement. None of this signing bonus shall be deemed “salary”, and it will not affect future salary or compensation or be included in calculations of the Coach’s benefits. In addition, if Coach terminates employment before the end of the term of this Agreement (as provided in Section 6.3), Coach shall repay a pro-rated amount of this signing bonus based on the year in which the Coach terminates employment.

4.11. Withholding. Salary and other forms of compensation payable to the Coach by the University (including but not limited to bonuses, tickets, use of vehicle) are subject to deduction and withholding for State and Federal income taxes, social security taxes, and such other withholding and deductions as may be authorized by the Coach or required by State or Federal law.

5. Summer Camps and Clinics. The Coach will be provided the opportunity to conduct summer camps and clinics at the University, using available University facilities in accordance with University policies, and pursuant to a standard University lease. In conducting summer camps and clinics at the University, the Coach is neither an employee nor agent of the University and shall not represent to the contrary, directly or indirectly. Summer camp and clinic activities are not and will not be publicly marketed or represented as a University function or agency, and all marketing and promotions shall clearly state that they are not University-run or -sponsored activities. Neither the Coach, nor any other person hired by or acting for the Coach in connection with the summer camps or clinics, shall have authority to make any representation or promise on behalf of the University, or

commit the University to any obligation or undertaking. The Coach agrees to reimburse the University for all reasonable expenses incurred by the University in connection with facility usage for the summer camps or clinics, including repair of any damages to University facilities attributable to or arising out of the Coach's summer camp or clinic operations; and the Coach agrees that the University is not responsible for any cost or expense associated with the summer camps or clinics.

6. Suspension or Termination.

6.1. Suspension or Termination for Cause. Notwithstanding anything to the contrary in this Agreement or otherwise anywhere provided, the University may upon written notice to the Coach suspend or terminate the Coach's employment for good cause, including without limitation:

1. Serious or intentional misconduct by the Coach including physical assault of any student, student-athlete or employee of the University, or threatening physical harm, or engaging in criminal conduct as defined by applicable law;
2. Engaging in purposefully dishonest, unethical or unprofessional behavior, including display of unprofessional anger or abuse of players, fans, or personnel, which publicly discredits the sports program or the Coach or brings public disrespect upon the sports program or the Coach;
3. Refusal or failure to perform duties and responsibilities in this Agreement, or refusing or failing to perform any other material condition of this Agreement; or
4. A Level 1 or 2 violation of NCAA or ACC rules, or a pattern of or repeated Level 3 or 4 violations, or any act or omission by the Coach which, as a result, causes the sports program or the Department to be placed on probation, suspended, or sanctioned by the NCAA or the ACC.

In the event of termination for cause as provided in this section 6.1, all rights and benefits under this Agreement shall cease as of the date of employment termination, and

the Coach shall forfeit any right to bonuses to which the Coach otherwise may have been entitled. The Coach may appeal any suspension or termination in accordance with the administrative grievance process applicable to the University's Executive and Senior Administrative Staff, provided the basis of such appeal and grievance is made in writing and delivered to the Vice President of Intercollegiate Athletics no later than five (5) calendar days from the date the Coach or the Coach's designee receives written notice of the suspension or termination in any manner recognized by law for proper service of process, or no later than eight (8) work days after the mailing of the written notice to the Coach's last home address of University record. It is understood and agreed that failure to deliver an appeal within the above time for any reason whatsoever waives the administrative appeal remedy, time being of the essence. The failure to timely file and perfect the administrative appeal, however, shall not prejudice the Coach with respect to any legal remedy existing at law or equity.

6.2. Termination without Cause. The University may terminate the employment of the Coach and this Agreement at any time for any reason after written notice to the Coach. Written notice may be delivered by hand to the Coach personally, by email, by mailing to the Coach's last home address of University record, or by delivery to the Coach's attorney, agent, or other designee. In the event of termination under this section 6.2, the University shall pay the Coach the remaining amount of base salary (as set forth in section 4.1 above), the remaining amount of any supplemental compensation (as set forth in section 4.2 above), including any prior increases in base salary and supplemental compensation (as provided for in section 4.3 above), existing at the date of termination for the remaining term of this Agreement, subject to required withholding, and provided

that the Coach actively seeks, in good faith and with due diligence, gainful employment elsewhere during the period of continued payments unless this requirement is waived in writing by the Vice President of Intercollegiate Athletics. The continued payments shall be payable to the Coach on the same schedule as would have been applied without the termination, and they shall be reduced by any amounts earned or received by the Coach or for which the Coach may earn and defer receipt of, in any form, from any other gainful employment (including as an independent contractor or consultant) for the period the Coach receives these payments. For any subsequent gainful employment for which the Coach appears to be substantially underpaid compared to market or for any multi-year agreement for subsequent gainful employment in which the Coach's compensation is unequally apportioned to fall outside of the period of payments under this section 6.2, the University may impute the market or equitable value to achieve the appropriate reduction of University payments. The Coach shall report monthly to the Vice President of Intercollegiate Athletics 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 the Coach a lump sum of the payments in this section 6.2 remaining for the term of the Agreement, and upon such lump sum payment, the Coach shall have no further reporting obligation or duty to the University with respect to seeking employment elsewhere.

In the event of termination without cause under this section 6.2, the Coach shall not be entitled to any payment other than continuation or lump sum payment as provided in this section 6.2. In addition, no leave or other benefits shall accrue after the termination

date. The Coach shall be entitled to continuation of health insurance benefits at the Coach's sole cost as allowed by law (COBRA).

6.3. Termination by the Coach. The Coach shall not engage in discussions or negotiations with any other prospective employer during the term of this Agreement without the prior written approval of the Vice President of Intercollegiate Athletics. If the Coach resigns or leaves the employment of the University before the end of the term of this Agreement for any reason, all rights, compensation, and benefits under this Agreement shall cease as of the date of termination by the Coach.

7. Incapacity or Death.

7.1. Incapacity. The University reserves the right to suspend or terminate this Agreement in the event the Coach becomes unable to fully perform all duties under this Agreement because of a physical or mental disability, once the condition of disability is confirmed by a qualified medical provider selected or approved and paid for by the University, unless a medical examination is not reasonably necessary to confirm the disability. The Coach shall be entitled to receive all compensation earned but not yet paid prior to the date of suspension/termination for reason of disability. The Coach agrees to cooperate and be reasonably available for a medical examination as the University determines to be medically indicated; and the Coach consents to the confidential disclosure of the results of the medical examination to the Vice President of Intercollegiate Athletics for confidential work-related assessment, or the University shall have no obligations for compensation or benefits to the Coach whatsoever.

7.2. Death. This Agreement shall terminate upon the Coach's death. Any payment due and owing to the Coach at the time of death shall be paid to the Coach's

duly qualified personal representative or estate, including death benefits, if any, as may be available.

8. Media Rights. As between the University and the Coach, the University shall exclusively own and control all media rights with respect to the University, Department, and the sports program. For purposes of this Agreement, “media rights” shall include images, video, articles, web sites, domain names, and all other content in any form, whether now existing or later created. The Coach agrees that the University may use the Coach’s name, image, likeness, and voice to promote the University, Department, and sports program.

9. Limitation of Remedies. Except as expressly provided in section 6 of this Agreement, the University and the Coach agree that neither party shall be liable to the other for any payments of any kind, including but not limited to any collateral, indirect, incidental or consequential damages of any kind, including damages for lost collateral business, consultant relationships, endorsement and business opportunities or other compensation or endorsement opportunities (including, but not limited to, any agreement between the Coach and a shoe or apparel company), or for court costs and attorney's fees, in the event of breach of this Agreement.

10. Assignment. Neither this Agreement as a whole nor any of its individual provisions is assignable by either party without written approval of the other.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and without regard to its choice of law rules. The parties agree that any lawsuit or judicial action arising out of or based on this Agreement, or involving the University’s employment of the Coach, shall be

exclusively and only filed and adjudicated in the Circuit Court for the County of Albemarle, Virginia.

12. Merger of Documents. This Agreement embodies the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the University and the Coach with respect to the subject matter of this Agreement. The parties represent that they have consulted advisors of their choice before signing this Agreement.

13. Access to Agreement. The parties acknowledge that Virginia's Freedom of Information Act requires, upon proper request, the University's disclosure of this Agreement.

14. University Policy. It is understood and agreed that University policies generally applicable to the Department and personnel leading sports programs are incorporated in this Agreement, as shall be in effect or amended from time to time, provided that in the event of conflict between a University policy and this Agreement, the terms of this Agreement shall control.

15. Notice. All notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time delivered in person or mailed by registered or certified mail addressed as follows:

To the University or
Vice President of
Intercollegiate Athletics: University of Virginia
Attn: Vice President of Intercollegiate Athletics
McCue Center
P. O. Box 400846
Charlottesville, VA 22904-4846

To the President: President, University of Virginia
Madison Hall
P. O. Box 400224
Charlottesville, VA 22904-4224

To the Coach: Joanna Hardin
102 Inglewood Court
Charlottesville, VA 22901

Either party wishing to change the address to which any notices, reports, demands, approvals, consents and other communications provided for by this Agreement shall give written notice of such change to the other party.

[Signatures Follow]

IN WITNESS WHEREOF, the Coach and the authorized representatives of the University hereby execute this Agreement as evidenced by their signatures below.

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA:

BM

By: Jim Ryan
University President

Date: 9/13/2023

SP

By: Carla Williams
Vice President of Intercollegiate Athletics

Date: 8/14/2023

HEAD WOMEN'S SOFTBALL COACH:

By: Jo Hardin
Coach

Date: 8/17/2023