

ASSISTANT FOOTBALL COACH EMPLOYMENT AGREEMENT
(two-year term: 2019-2021)

The Ohio State University ("Ohio State") and Matt Barnes ("Coach") agree as follows:

1.0 Employment

1.1 Subject to the terms and conditions of this Assistant Football Coach Employment Agreement (the "Agreement"), Ohio State shall employ Coach as an assistant coach of its football team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2 Coach shall serve at the pleasure of Ohio State's Head Football Coach ("Head Coach"), be responsible, and report directly, to the Head Coach and confer with the Head Coach or his designee on all administrative matters.

1.3 The parties recognize that Ohio State's Director of Athletics (the "Director") is responsible to Ohio State's President for the operation, review and periodic evaluation of the entire athletic program at Ohio State, including the football program. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such program. Coach agrees to recognize and respect those relationships and the organizational structure of Ohio State. Within that structure, the Director and Coach shall mutually cooperate to implement the purposes of this Agreement, and Coach shall support and comply with the Director's efforts and instructions regarding any such review of the athletic program.

1.4 Coach shall assist in the coaching, management and supervision of the Team and shall perform such other duties in Ohio State's athletic program, as the Head Coach or the Director may assign.

1.5 Coach agrees to represent Ohio State positively in public and private forums and shall not engage in conduct or act in such a manner that reflects adversely on Ohio State or its athletic programs. Coach shall perform Coach's duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standards of Ohio State and its Department of Athletics (the "Department").

2.0 Term

2.1 This Agreement is for a fixed-term appointment commencing on January 11, 2019 and terminating, without further notice to Coach, on January 31, 2021. With the exception of the first contract year (which shall commence on January 11, 2019 and conclude on January 31, 2020), each contract year shall begin on February 1 and conclude on January 31.

2.2 This Agreement is renewable solely upon an offer from Ohio State and an acceptance by Coach, both of which must be in writing and signed by the parties.

2.3 This Agreement in no way grants Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at Ohio State.

3.0 Compensation

3.1 During the term of this Agreement:

(a) Ohio State shall pay Coach an annual base salary of \$350,000 ("Base Salary"), which shall be subject to all applicable withholdings and payable in accordance with Ohio State's normal payroll practices. Coach shall be eligible to receive Base Salary increases, as may be determined appropriate by the Director and approved by Ohio State's Board of Trustees, on or after February 1, 2020;

(b) Coach shall be entitled to participate in all employee retirement and welfare benefit plans and programs made available to Ohio State's senior administrative and professional employees as a group, as such plans and programs may be in effect from time to time and subject to Coach satisfying any eligibility requirements of such plans and programs. Notwithstanding the foregoing, nothing in this Agreement shall prevent Ohio State from amending or terminating any retirement, welfare or any other employee benefit plans, programs or policies from time to time as Ohio State deems appropriate in its sole discretion;

(c) If the Team is awarded the title of Big Ten¹ (or applicable equivalent) Conference Champions or Co-Champions, Ohio State shall pay Coach supplemental compensation in an amount equal to 8.5% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the Team's last regular or post-season competition, whichever is later;

(d) If the Team wins the Big Ten Conference championship game, Ohio State shall pay Coach supplemental compensation in an amount equal to 4.25% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the conference championship game;

(e) If the Team participates in a post-season, College Football Playoff ("CFP") bowl game, Ohio State shall pay Coach supplemental compensation in an amount equal to 17% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within sixty (60) days of the conclusion of the bowl game;

(f) If the Team has nine (9) wins in a given season and participates in a post-season, non-CFP bowl game, Ohio State shall pay Coach supplemental compensation in an amount equal to 4.25% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within sixty (60) days of the conclusion of the bowl game;

(g) If the Team participates in the semi-finals (but not the finals) of the College Football Playoffs, Ohio State shall pay Coach supplemental compensation in an amount equal to 21.25% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the semi-final CFP game; and

(h) If the Team wins its semi-final CFP game, and participates in the finals of the College Football Playoffs, Coach is not entitled to receive the supplemental compensation set

¹ "Big Ten" or "Big Ten Conference" shall mean the Big Ten Conference, its successor or any other athletic conference of which Ohio State may be a member.

forth in Section 3.1(g) above. Instead, Ohio State shall pay Coach supplemental compensation in an amount equal to 25.5% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the final CFP game.

Any payments made under this Section 3.1 shall be subject to all applicable withholdings.

3.2 Coach agrees that Ohio State has the exclusive right to operate youth football camps on its campus using Ohio State facilities. Coach thereby agrees to assist in the marketing, supervision, instruction and/or general administration of Ohio State's football camps. Coach also agrees that Coach will perform all obligations mutually agreed to by the parties. Coach may receive a bonus, less applicable withholdings, in an amount determined by Ohio State after Ohio State determines the revenues and expenses from such camps. Camp bonuses shall be paid after (a) the appropriate camp documentation and payment requests have been received by Ohio State, (b) the payment of the then-current Administrative and Facilities Charge to Ohio State and (c) after determination and approval of such camp income supplemental payments by the Director or his designee. Unless otherwise specifically required by law, any such payment shall not be taken into account in any retirement or other benefit program for which Coach may be eligible.

3.3 All salary or compensation provided to Coach for the performance of coaching duties shall be paid only by Ohio State. To that end, Coach will not solicit or accept gifts of cash or of substantial value or accept hospitality, from any person, including without limitation, a person who is a "representative of the athletic interests" of Ohio State as that term is defined in Governing Athletic Rules².

3.4 As additional compensation, Coach shall receive an automobile stipend of six hundred dollars (\$600.00) per month, less applicable withholdings. Liability, collision and comprehensive insurance and all additional operational expenses associated with said automobile shall be procured and borne by Coach.

3.5 As additional compensation, Ohio State will annually, without charge, provide to Coach six (6) tickets in Ohio Stadium to each home football game. Coach shall also receive, without charge, two (2) tickets to each home men's basketball game. Coach may receive (or may have the right to purchase) additional tickets to home and away football games if offered by Ohio State, at the discretion of the Director or his designee. Coach shall comply with all University Rules³ applicable to such tickets, including, but not limited to, the prohibition against re-selling tickets.

3.6 All fringe benefits received by Coach will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other payroll taxes.

² "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the Big Ten Conference or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of Ohio State. Governing Athletic Rules also shall include any acts of Congress or the State of Ohio regulating college athletics, officials, athletes, and competition.

³ "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by Ohio State, including, without limitation, its President and the Director, or by Ohio State's Board of Trustees.

4.0 Coach's Specific Duties and Responsibilities

4.1 In consideration of the compensation specified in this Agreement, Coach shall:

(a) Devote Coach's full time and best efforts to the performance of Coach's duties as directed by the Head Coach under this Agreement, including all duties that the Head Coach or the Director may assign as provided in Section 1.4 hereof, and including all duties as set forth in Coach's then-current job description on file with the Department;

(b) Assist in the development and implementation of programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members to compete successfully while assuring their welfare; Coach is expected to devote at least fifty-one percent (51%) of his time during the term of this Agreement to coaching (and preparing to coach) the Team;

(c) Observe and uphold all academic standards, requirements and policies of Ohio State and encourage Team members to perform to their highest academic potential. Coach recognizes that the primary mission of Ohio State is to serve as an institution of higher learning and shall fully cooperate with the Department's Office of Student Athlete Support Services and all academic counselors or similar persons designated by Ohio State to assist student-athletes and shall use Coach's personal best efforts to encourage and promote those efforts. In that respect, Coach recognizes that the goal of Ohio State is that every student-athlete obtain a baccalaureate degree, and agrees to support fully the attainment of this goal. It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because Ohio State believes the student-athlete would not be an appropriate representative of Ohio State under University Rules, as a disciplinary sanction under Ohio State's Code of Student Conduct, or because Ohio State believes that the student-athlete is not eligible according to the rules for athletic competition specified by the Big Ten Conference or the NCAA⁴ or for similar reasons;

(d) Know, recognize and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules; including, but not limited to, the Big Ten Conference and the NCAA, assist in supervising and taking appropriate steps to ensure that any employees for whom Coach is administratively responsible and the members of the Team know, recognize and comply with all such laws, University Rules and Governing Athletic Rules; and immediately report to the Head Coach and to the Department's Office of Compliance Services in writing if Coach has reasonable cause to believe that any person or entity, including without limitation, representatives of Ohio State's athletic interests, has violated or is likely to violate or may potentially have violated any such laws, University Rules and Governing Athletic Rules (with the exception of Ohio State's Sexual Misconduct Policy, which obligations are detailed in Section 4.1(e) below). Coach shall cooperate fully with the Department's Office of Compliance Services at all times;

(e) Coach shall abide by Office of Human Resources Sexual Misconduct Policy 1.15. Coach shall report promptly to Ohio State's Title IX Coordinator any incident of sexual misconduct (as defined in Office of Human Resources Sexual Misconduct Policy 1.15, including but not limited to, sexual harassment, sexual assault, sexual exploitation, relationship violence, and stalking) when Coach receives a disclosure of sexual misconduct or becomes aware of information that would lead a reasonable person to believe that sexual misconduct may have

⁴ "NCAA" shall mean the National Collegiate Athletic Association and its successors.

occurred involving anyone covered by Ohio State's Sexual Misconduct Policy. This includes any incident or information whether related to the victim/survivor or the alleged perpetrator, or both;

(f) Coach shall engage in safe and responsible treatment of student-athletes on the Team and Coach shall avoid behavior that could jeopardize a student-athlete's health, safety, welfare or that could otherwise cause harm or risk causing harm to a student-athlete; and

(g) Coach shall have such other and further duties and responsibilities as Ohio State and/or the Director may establish from time to time at its discretion.

4.2 Coach shall not undertake any business, professional or personal activities or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of Ohio State, would reflect adversely upon Ohio State or its athletic programs. Coach shall comply with Ohio State's staff Conflicts of Interest policy. Coach also recognizes that Coach is covered by Ohio Ethics Laws for public officials and state employees and represents that Coach has received a copy of this law from Ohio State and has completed and returned the form acknowledging receipt of such law prior to or commensurate with Coach's first day of employment. Any violation of this provision as determined by Ohio State will subject Coach to disciplinary action, up to and including discharge. Discharge under this provision will constitute "for cause" termination under the Agreement.

4.3 Media, Promotions and Public Relations.

(a) Coach's compensation shall include Coach's services, if requested, related to the media, promotions and public relations. Coach recognizes that the local and national media interest in the Team and the football program in general is extremely high. In order to satisfy such interest, Coach understands that, if requested by the Head Coach or the Director or the Director's designee, Coach shall use Coach's best efforts (schedule permitting) to make Coach available for interviews and other outside appearances.

(b) Coach agrees that Ohio State shall own all broadcasting and telecasting rights to all live and recorded Ohio State coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows, and other programs (hereinafter called "Programs") that may be offered currently or in the future on media outlets, including but not limited to, radio and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassette, wireless and video-on-demand. Ohio State shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs.

(c) Coach agrees, if requested by the Head Coach or the Director or the Director's designee, to provide Coach's services to and perform on the Programs and to cooperate in the production, broadcasting, and telecasting of the Programs. Coach agrees to perform all other duties as reasonably requested by Ohio State in order for the Programs to be successful. Coach also agrees to participate, if requested, in providing content to Ohio State's website(s) (with a current domain name of "ohiostatebuckeyes.com") to either Ohio State or Ohio State's then-current third-party rights holder of such website(s).

(d) Coach also agrees that he shall not regularly appear in any regularly-scheduled radio broadcast on radio stations other than WBNS and the affiliates of the Ohio State Network (collectively "Other Radio Broadcasters"), and shall not promote or endorse Other Radio

Broadcasters or their programs. In addition, Coach shall not appear on radio in any regular coach's show, call-in show or interview show on any Other Radio Broadcasters and shall not appear on television in any regular coach's show, call-in show or interview show other than those produced by Ohio State or Ohio State's then-current rights holder. Coach agrees that he will make a reasonable effort not to appear live or on tape at the time that any of the coaches' or game shows are being broadcast on WBNS and/or the Ohio State Network or at the time that the football coach's show or the weekly football highlight show is being broadcast on television. This shall not prohibit Coach from appearing in routine news media interviews from which Coach receives no compensation, or from appearing in any other media (consistent with this Agreement). Ohio State's Athletic Communications Office will make reasonable efforts to assist Coach with these obligations.

(e) Coach also agrees to, and hereby does, assign to Ohio State or its then-current rights holder of one or more of the Programs all right, title and interest in his name, nickname, initials, autograph, facsimile signature, likeness, photograph, and derivatives thereof, and his picture, image and resemblance and other indicia closely identified with Coach (collectively the "Property") in connection with the Programs. The assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefore which have been obtained or filed, or may be filed in the future with respect to the Property. Coach further agrees to, and hereby does, assign to Ohio State the Property associated with all previously broadcast, recorded or stored Programs. Nothing contained herein shall limit Coach's ability to use the Property in activities not associated with the Programs (subject to the approval provisions of Section 4.6. of this Agreement).

4.4 Apparel, Shoe or Equipment Contracts. Coach agrees that Ohio State has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff during official practices and games. Coach recognizes that Ohio State has entered into an agreement with NIKE to supply Ohio State with athletic footwear, apparel and/or equipment. In order to avoid entering into an agreement with a competitor of NIKE or an agreement which would not be in Ohio State's best interest, Coach shall submit all outside consulting agreements to Ohio State for review and approval prior to execution, including consulting or equipment agreements which relate to football camps. Coach must also report such outside income to Ohio State in accordance with Governing Athletic Rules and/or University Rules. Coach further agrees that he will not endorse any athletic footwear, apparel and/or equipment products, including NIKE, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products, including NIKE.

4.5 Coach agrees to provide the Head Coach and Director with notice if Coach (or any representative of Coach) has been contacted by (or initiates contact with) any person with respect to Coach's prospective employment at an institution of higher learning or professional football team. Such notice shall be provided prior to engaging in discussions or negotiations for prospective employment with any other institution of higher learning or with any professional athletic team. In the final year of this Agreement, Coach is granted permission to discuss such employment with any person or entity at any time after the final day of the regular men's football season. It is particularly understood that on-going rumors or media reports of such negotiations are damaging to Team morale and recruiting, and therefore the parties expressly agree that time is of the essence as to the provisions of this Section 4.5, and that the same shall be strictly construed.

Except as provided in Section 5.3 hereof, Coach shall not, under any circumstances, accept employment as a coach at any other institution of higher learning or with any professional

athletic team, requiring performance of duties prior to the expiration (or earlier termination) of this Agreement, without the prior written approval of the Director.

4.6 Subject to the foregoing, Coach may, with the prior written approval of the Director and the Head Coach, enter into separate arrangements for sports camps, radio and television programs, endorsements (if permissible under state law and University Rules) and any other agreement or arrangement in which Coach provides services in exchange for compensation or benefits to Coach or his family, including but not limited to, outside consulting agreements set forth in Section 4.2 and/or Section 4.4 hereof. Coach shall submit all outside consulting arrangements to Ohio State for review and approval prior to execution. Coach must also report such outside income to Ohio State in accordance with Governing Athletic Rules and/or University Rules. Coach shall not be permitted to participate in any business transactions or endorse any products or appear on any radio or, television, internet or any other programs, which may discredit or bring undue criticism to Ohio State or impinge upon any contractual obligations of Ohio State or, which in Ohio State's sole discretion, are otherwise not in the best interests of Ohio State or which violate University Rules or state law. Coach may not associate Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation in connection with any such arrangements, directly or indirectly, without the prior written approval of the Director and Ohio State's Office of Trademark and Licensing Services. In the event that the Director and Ohio State's Office of Trademark and Licensing Services give permission to Coach to use Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation, such permission shall be non-exclusive and non-transferable, and such permission shall automatically expire upon Coach's resignation or termination from employment or upon written notice from Ohio State.

4.7 In accordance with Governing Athletic Rules and/or University Rules, Coach shall provide a written detailed account (including the amount and source of all such income) to Ohio State's President and the Director for all athletically related income and benefits from sources outside Ohio State whenever reasonably requested, but in no event less than annually. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) income from non-Ohio State sports camps and clinics; (c) income from sports commentary at non-Ohio State athletic events; (d) country club memberships; and (e) fees for speaking engagements.

4.8 Coach shall not enter into any agreement that would prohibit Coach from making personal appearances at activities or functions associated with The Coca-Cola Company or Coca-Cola Bottling Company Consolidated (or Ohio State's then-current exclusive beverage sponsorship agreement sponsor or bottler). The preceding sentence shall not be construed to require Coach to make such appearances unless they have been negotiated in good faith and mutually agreed to between all relevant parties.

4.9 Coach shall at all times take reasonable action necessary to comply with and to implement the policies of Ohio State relating to substance abuse and to class attendance by students subject to Coach's direct control or authority, and to exercise reasonable care in an effort to assure that all personnel and students subject to Coach's direct control or authority comply with such policies. Coach represents and warrants that Coach has read such policies and that he will remain current as to the content of such policies.

4.10 To the extent that any personnel matter is not addressed by the terms of this Agreement, University Rules will govern.

5.0 Termination

5.1 Termination by Ohio State for Cause. At all times, Coach serves at the pleasure of the Head Coach. No further payment or benefits shall be made to Coach if Ohio State notifies Coach at any time that Ohio State is terminating this Agreement *for cause*, which, in addition to any of its other normally understood meanings in employment contracts shall include, but not be limited to, the following:

(a) Neglect or inattention by Coach to the duties of assistant football coach or Coach's refusal or inability to perform such duties after written notice has been given to Coach by the Head Coach or as determined by the Head Coach, and Coach has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified by Ohio State; or

(b) A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a Level I or Level II violation) of any Governing Athletic Rules (as determined by Ohio State) by Coach or any other person under Coach's supervision and direction, including, but not limited to, student-athletes; or

(c) A breach of contract terms, as determined by the Director, or a violation by Coach of a criminal statute or regulation (excluding minor traffic violations); or

(d) A violation by Coach of any University Rules or violation by Coach of any law of the State of Ohio or the United States, including but not limited to, Ohio's ethics laws, as determined by Ohio State; or

(e) Fraud or dishonesty of Coach in the performance of Coach's duties or responsibilities under this Agreement as determined by Ohio State; or

(f) Fraud or dishonesty of Coach in preparing, falsifying, submitting or altering documents or records of Ohio State, NCAA or the Big Ten Conference, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, as determined by Ohio State; or

(g) Failure by Coach to respond accurately and fully to any request or inquiry relating to the performance of Coach's duties hereunder or the performance of Coach's duties during Coach's prior employment at any other institution of higher learning propounded by Ohio State, NCAA, the Big Ten Conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by Ohio State; or

(h) Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to Ohio State's athletic programs or other institution of higher learning which shall be propounded by Ohio State, NCAA, the Big Ten Conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by Ohio State; or

(i) Failure by Coach to manage the Team in a manner that reflects the academic values of Ohio State, as determined by Ohio State; or

(j) Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to football or any other sport to any individual known by Coach to be or whom Coach should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons, as determined by Ohio State; or

(k) Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree as to impair Coach's ability to perform Coach's duties hereunder, or failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program established by Ohio State for student-athletes, as determined by Ohio State; or

(l) Coach's sale, use or possession, or Coach's permitting, encouraging or condoning by a student-athlete, assistant coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach, athletic staff member or such student-athlete is prohibited by law or by Governing Athletic Rules or University Rules, as determined by Ohio State; or

(m) Failure by Coach to report promptly to the Director and to the Office of Compliance Services in writing any violations or potential violations known to Coach of Governing Athletic Rules or University Rules (with the exception of Ohio State's Sexual Misconduct Policy, which obligations are detailed in Section 5.1(p) below) including, but not limited to, those by Coach, the assistant coaches, student-athletes or other persons under the direct control or supervision of Coach, as determined by Ohio State; or

(n) Failure by Coach to obtain prior approval for outside activities as required by Section 4.4 or Section 4.6 of this Agreement or by Governing Athletic Rules or to report accurately all sources and amounts of all income and benefits as required by NCAA and/or University Rules and Section 4.7 of this Agreement, as determined by Ohio State; or

(o) Commission of or participation in by Coach of any act, situation, or occurrence or any conduct which, in Ohio State's judgment, brings Coach and/or Ohio State into public disrepute, embarrassment, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of Coach in Section 4.1 herein or failure by Coach to conform Coach's personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon Ohio State's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not warrant arrest by the relevant authorities; or

(p) Failure by Coach to promptly report to Ohio State's Title IX Coordinator any incident of sexual misconduct (as defined in Office of Human Resources Sexual Misconduct Policy 1.15, including but not limited to, sexual harassment, sexual assault, sexual exploitation, relationship violence, and stalking) when Coach receives a disclosure of sexual misconduct or becomes aware of information that would lead a reasonable person to believe that sexual

misconduct may have occurred involving anyone covered by Ohio State's Sexual Misconduct Policy. This includes any incident or information whether related to the victim/survivor or the alleged perpetrator, or both; or

(q) Failure by Coach to engage in safe and responsible treatment of student-athletes on the Team or failure by Coach to avoid behavior that could jeopardize a student-athlete's health, safety, welfare or that could otherwise cause harm or risk causing harm to a student-athlete.

It is recognized that this sub-section (5.1(a)-(q)) encompasses findings or determinations of violations during employment of Coach at Ohio State or any other institution of higher learning.

As required by NCAA Bylaw 11.2.1, Coach is hereby notified that in addition to the actions Ohio State may take in accordance with this Agreement, Coach is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if Coach is found by the NCAA or Ohio State to be in violation of NCAA Bylaws. Coach agrees that Ohio State shall implement any such disciplinary or corrective actions imposed by the NCAA.

5.1.1 Notice. If Ohio State terminates this Agreement *for cause* under Section 4.2 or Section 5.1, it shall give written notice to Coach of its intention to so terminate this Agreement and the intended effective date of termination.

5.1.2 Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated *for cause* under Section 4.2 or Section 5.1, Coach shall not be entitled to receive any further compensation or benefits under this Agreement which have not been earned as of the date of termination. Furthermore, Coach is not deemed to have earned supplemental compensation under Sections 3.1(c)-(h) if Coach must repay Ohio State in accordance with Section 5.7. In no case shall Ohio State be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of Ohio State's termination of Coach's employment *for cause*.

6.2 Termination by Ohio State Other Than For Cause. If Coach's employment hereunder is terminated by Ohio State other than *for cause* (as delineated in Sections 4.2 and 5.1 above):

5.2.1 (a) Severance. If such termination occurs between January 11, 2019 and December 31, 2020, Coach shall be entitled to receive continued payment of the Base Salary (as described in Section 3.1(a)) in substantially equal monthly installments and subject to all applicable withholdings, until January 31, 2021; provided, however, that any such payments scheduled to occur in the first three months following Coach's termination of employment shall not be paid until the last day of the third month after the date of termination.

(b) The payments described in Section 5.2.1(a) shall hereinafter be referred to collectively as the "Post-Termination Payments" and the period during which such payments are made shall hereinafter be referred to as the "Post-Termination Payment Period." The Post-

Termination Payments shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this Agreement.

- 5.2.2 If Coach's employment is terminated by Ohio State other than *for cause* (as delineated in Section 4.2 and Section 5.1 above), all employee benefits shall cease in accordance with the terms and conditions of the applicable employee benefit plans, programs and policies.
- 5.2.3 Notwithstanding the foregoing, the Post-Termination Payments shall be subject to the following:
- (a) Coach acknowledges and expressly agrees that he shall be required to mitigate any payments to him under Section 5.2.1(a) and recognizes that Coach's mitigation obligation is an essential term of this Agreement;
 - (b) Coach acknowledges and expressly agrees that he shall be required to make every reasonable and diligent effort as soon as practicable following his termination to seek and secure a Comparable Position. For purposes of this Agreement, a "Comparable Position" shall include other employment at the market rate for Division I collegiate football coaching positions or professional football coaching positions or other positions appropriate for Coach's skill set (for example, scouting, broadcasting, etc.) (a "Comparable Position"). Coach shall provide Ohio State, upon request, with evidence that Coach is actively seeking other employment. Coach shall notify Ohio State immediately if Coach has obtained other employment or has been engaged to provide services, either as an employee or an independent contractor;
 - (c) If Coach obtains any other employment or is engaged to provide service (regardless of whether the employment or engagement constitutes a Comparable Position), then the Post-Termination Payments shall be reduced by Coach's total compensation from all sources directly related to such position(s) (including, without limitation, salary, deferred compensation, signing bonuses or other compensation income, except not including the employee benefits costs associated with such position(s)) (the "Mitigation Compensation"). Each monthly Post-Termination Payment that would otherwise be payable under Section 5.2.1(a) that is payable during the time that Coach has such position(s) shall be reduced by the gross amount of the monthly Mitigation Compensation; and
 - (d) Coach agrees that as a condition of receiving the Post-Termination Payments, Coach must execute a comprehensive release within sixty (60) days of the date of Coach's termination in the form

determined from time to time by Ohio State in its sole discretion. Generally, the release will require Coach and Coach's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge Ohio State, its past, present and future trustees, officers, employees, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to Coach's employment with Ohio State, other than any claim that Ohio State has breached the terms of the release agreement. This release will include, but not be limited to, any claim under or out of the Equal Pay Act; the Civil Rights Acts of 1964, as amended; the Civil Rights Acts of 1866 and 1871 (42 U.S.C. Sections 1981, 1983, 1985, et seq.); Title VII of the Civil Rights Act of 1964; the United States Constitution; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge, including in violation of public policy; claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; Chapter 4112 of the Ohio Revised Code and any other provision of the Ohio Revised Code; and any other federal, state or local law concerning employment, or in any other manner regulating or otherwise concerning wages, hours or any other terms or conditions of employment. Upon Coach's termination of employment with Ohio State, Coach will be presented with a release and if the Payee fails to timely execute the release, Coach agrees to forego any Post-Termination Payments. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with Ohio State and knowingly agrees that the Post-Termination Payments provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release;

- (e) Coach agrees that as a condition of receiving the Post-Termination Payments, Coach shall provide a copy of his Form W-2s and Form 1099s related to Coach's position(s) to Ohio State's HR Director for Athletics for each calendar year during which all or a portion of the Post-Termination Payment Period occurs; and
- (f) Coach agrees that his failure or refusal to provide the notice and documentation set forth in this Section 5.2 shall relieve Ohio State of its financial obligations under this Agreement to pay the Post-Termination Payments.

5.2.4 For purposes of this Section 5.2 and 5.8, any reference to Coach's "termination of employment" by Ohio State (or any form of the phrase "termination of employment") shall mean Coach's "separation from service"

within the meaning of Section 409A of the Internal Revenue Code and Treasury Regulation Section 1.409A-1(h).

5.3 Termination by Coach. If Coach terminates this Agreement:

(a) Coach shall provide Ohio State with written notice of Coach's termination of this Agreement; and

(b) Coach shall not be entitled to receive any further unearned compensation or benefits under this Agreement (Coach is not deemed to have earned bonuses and supplemental compensation under Sections 3.1(c)-(h) which Coach must repay to Ohio State in accordance with Section 5.7 hereof); and

(c) If Coach accepts employment or performs services in a coaching position (with the exception of a head coaching position) for an NCAA Division 1 school in the Big Ten Conference, Big 12 Conference, Pac-12 Conference, Atlantic Coast Conference (ACC), Southeastern Conference (SEC) or the University of Notre Dame du Lac (Notre Dame) or Brigham Young University or in a coaching position (with the exception of a head coaching position) for a professional football team at any time up to twelve (12) months after Coach resigns from Ohio State, Ohio State shall require Coach to pay Ohio State as liquidated damages and not as a penalty One Hundred Thousand Dollars (\$100,000) to reimburse Ohio State for expenses including, but not limited to i) searching for, recruiting and hiring a new assistant football coach and ii) relocating a new assistant football coach, and iii) buying out the contract, if necessary, of the new assistant football coach. Coach shall pay all such amounts to Ohio State within thirty (30) days after the date of Coach's termination of employment. Notwithstanding the above, Coach's obligation to pay liquidated damages shall not apply in the event Coach resigns after December 1, 2020; and

(d) Coach shall not be entitled to receive any further compensation or benefits under this Agreement; and

(e) Coach shall not for a period of one (1) year after such termination by Coach contact or otherwise seek to recruit any high school athlete previously contacted or recruited by Ohio State, unless such athlete had been recruited or contacted by any new institution employing Coach prior to the notice of termination by Coach to Ohio State.

5.4 Records and Information. All materials or articles of information, including, without limitation, personnel records, recruiting records, Team information, films, statistics or any other material or data, furnished to Coach by Ohio State or developed by Coach on behalf of Ohio State or at Ohio State's direction or for Ohio State's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of Ohio State. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in Coach's possession or control, including, but not limited to, all keys, credit cards, telephones and computers (including all other technological devices) to be delivered to Ohio State.

5.5 Death or Disability. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of Coach or if Coach becomes disabled (as defined in Section 409A(a)(2)(C) of the Internal Revenue Code) or is otherwise unable to perform the essential functions of the job, with or without a reasonable accommodation immediately upon demand by Ohio State.

5.6 Interference with Athletes. In the event of termination, Coach agrees that Coach will not interfere with Ohio State's student-athletes or otherwise obstruct Ohio State's ability to transact business. If Coach violates this provision, Coach will not be entitled to any post-termination benefits, including any Post-Termination Payments, and will be required to return any that have been disbursed.

5.7 Recovery of Compensation and Reimbursement. In the event this Agreement is terminated, Coach shall repay to Ohio State all compensation received by Coach for the achievement of any specified milestone, objective or exceptional achievement set forth in Sections 3.1(c)-(h), if such achievement is subsequently vacated by Ohio State or the NCAA, and such vacation is due, in whole or in part, to the wrongful actions of Coach, as determined by Ohio State or the NCAA. In addition, in the event that it is determined, by Ohio State or the NCAA, that Coach was involved in NCAA infractions that cause Ohio State to pay penalties to the NCAA, then Coach shall reimburse Ohio State for such amounts Ohio State must pay to the NCAA.

5.8 Non-Renewal. If Ohio State informs Coach on or after January 1, 2021 that his employment will terminate on the last day of the term and the Agreement will not be renewed, then, in addition to Coach's Base Salary, if any, that would be paid in January 2021 in accordance with Ohio State's normal payroll practices, Ohio State shall pay Coach a lump sum payment equal to:

(a) thirty (30) days of Coach's Base Salary *less*

(b) Coach's Base Salary for the number of days remaining in the term from the date of notice of non-renewal.

Such lump sum payment shall be paid within thirty (30) days following Coach's termination of employment and shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind). Upon expiration of the Agreement, all employee benefits shall cease in accordance with the terms and conditions of the applicable employee benefit plans, programs and policies. Notwithstanding anything in this Section to the contrary, Coach shall not be entitled to such lump sum payment or any other compensation if he resigns from employment prior to the last day of the term, as set forth in Section 5.3 hereof.

6.0 Board of Trustees

This Agreement shall be subject to the approval of Ohio State's Board of Trustees. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of Ohio State's annual operating budget by Ohio State's Board of Trustees and the sufficiency of legislative appropriations.

7.0 Waiver

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of this Agreement shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.

The financial consequences of termination of this Agreement or suspension thereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause or suspension effected in accordance with the procedures established in this Agreement, neither Coach nor Ohio State shall be entitled to receive, and each hereby waives any claim against the other and their respective officers, Board of Trustees, directors, agents, employees, successors, heirs and personal representatives, for consequential damages allegedly sustained by reason of any alleged loss of business opportunity, loss of perquisites, loss of speech income, camp income or other outside income, or expectation income, or damages allegedly sustained by reason of alleged humiliation, emotional distress, defamation or loss of consortium resulting from the fact of termination, the public announcement thereof or the release by Ohio State or Coach of information or documents which are required to be released by law. Coach acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, or suspension hereunder, Coach shall have no right to occupy the position of assistant football coach and that Coach's sole remedies are provided herein and shall not extend to injunctive relief.

8.0 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

9.0 Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which shall not be unreasonably withheld.

10.0 Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this Agreement must be brought in a court of competent jurisdiction in the State of Ohio.

11.0 Entire Agreement; Amendments

This Agreement constitutes the entire Agreement of employment between the parties and supersedes all prior understandings, written or oral, with respect to the subject of employment. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

12.0 Background Check

If Coach is a new employee to Ohio State, Ohio State is required to conduct a background check on Coach pursuant to Office of Human Resources Policy 4.15. Coach's employment is contingent upon Ohio State's verification of credentials and other information required by law and/or Ohio State policies, including but not limited to a criminal background check.

13.0 Notice

Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when

mailed by U.S. registered or certified mail, postage prepaid, to such party. Unless hereinafter changed by written notice to Coach, any notice to Ohio State shall be sent to:

The Director of Athletics
The Ohio State University
The Department of Athletics
2400 Olentangy River Road
Columbus, Ohio 43210

With a copy to:
Julie D. Vannatta
The Ohio State University
Office of Legal Affairs
1590 N. High Street, Suite 500
Columbus, Ohio 43201

Unless hereinafter changed by written notice to Ohio State, any notice to Coach shall be hand-delivered to Coach, mailed to Coach's home address on file or mailed to the following address:

Matt Barnes
Woody Hayes Athletic Center
2491 Olentangy River Road
Columbus, Ohio 43210

14.0 Tax Advice / Internal Revenue Code Section 409A

Ohio State will not provide tax advice to Coach or Coach's beneficiary regarding the tax effects of this Agreement. Ohio State encourages Coach and Coach's beneficiaries to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Sections 409A and 457(f) of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A of the Internal Revenue Code shall be made or provided in accordance with the requirements of Section 409A of the Internal Revenue Code, including, where applicable, the requirements that (a) any reimbursement is for expenses incurred during Coach's life, but in no event later than the expiration of the term of this Agreement, (b) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, (c) the reimbursement of an eligible expense will be made no later than the last day of the taxable year following the taxable year in which the expense is incurred, and (d) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

This Agreement is signed by the parties or their duly authorized representative to be effective as of January 11, 2019.

THE OHIO STATE UNIVERSITY



{00356604-1}

COACH



Eugene D. Smith
Senior Vice President and
Wolfe Foundation Endowed Athletics Director

Date: 1-16-19

Matt Barnes

Date: 1.11.2019

Michael Papadakis
Interim Senior Vice President of Business
and Finance & Chief Financial Officer

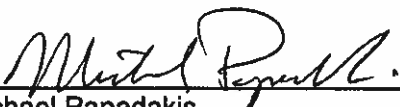
Date: _____

Eugene D. Smith
Senior Vice President and
Wolfe Foundation Endowed Athletics Director

Matt Barnes

Date: _____

Date: _____



Michael Papadakis
Interim Senior Vice President of Business
and Finance & Chief Financial Officer

Date: 1/23/19