



March 26, 2025

Mr. Philip Martelli Jr.
1300 W. Marshall
Richmond, VA 23284

Dear Philip:

We are pleased to offer you an appointment at Virginia Commonwealth University ("University") pursuant to the terms of this employment contract ("Agreement"). This appointment is a full-time position as Head Coach of the University's Men's Basketball Team ("Coach") for the Department of Intercollegiate Athletics ("Athletics Department").

By signing below, you agree and hereby accept employment in this position and agree to faithfully and diligently devote your efforts to the performance of the duties of this position and such other duties as reasonably assigned by the University pursuant to this Agreement.

1. **Term.** Coach's term of employment under this Agreement shall begin on March 26, 2025 and end on March 31, 2030, unless terminated earlier as provided in this Agreement (Term). Each period from April 1 through March 31 during the Term shall be referred to as a "Contract Year" with the exception of the first Contract Year beginning on March 26, 2025. If VCU's men's basketball program enters another athletic conference that results in VCU receiving an increase of overall funds from the new athletic conference ("Increased Funding"), VCU will conduct a good faith review of the budget commitment for the men's basketball program including the Coach's compensation and term of employment under this Agreement and shall consider appropriate adjustments including an extension of such Term during the fiscal year in which VCU receives the Increased Funding.
2. **Men's Basketball Program Duties.**
Coach will be responsible for supervising, planning and coordinating the activities of the men's basketball team. More specifically, Coach shall:
 - 2.1. encourage academic progress of student-athletes toward graduation in conjunction with the faculty and University, and 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;
 - 2.2. teach the mechanics and techniques of basketball to men's basketball team members;

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- 2.3. coach student-athletes, analyze their performance, and instruct them in areas of deficiency;
- 2.4. develop the men's basketball team for competition and oversee daily practice of student-athletes;
- 2.5. promote the University, the Athletics Department, and the men's basketball program through the Athletics Department Communications Office and through such other activities as reasonably assigned by the Director of Athletics;
- 2.6. recruit talented student-athletes for the men's basketball team;
- 2.7. cooperate with Student-Athlete Support Services for the benefit of student-athletes;
- 2.8. maintain responsibility for administrative duties pertaining to the men's basketball program;
- 2.9. undertake best efforts to supervise the conduct of assistant coaches and staff, and their activities to include maintaining an overall compliance commitment for student-athletes, faculty and staff, diligently seeking to ensure that Atlantic 10 Conference ("A-10") or other applicable athletic conference and National Collegiate Athletic Association ("NCAA") regulations are met;
- 2.10. conduct yourself and the men's basketball program in accordance with the Constitution and Bylaws of the A-10 and NCAA;
- 2.11. maintain responsibility for the fiscal and budgetary functions associated with the men's basketball program;
- 2.12. provide student-athletes with written team rules which shall include general reference to NCAA and A-10 expectations and potential consequences of violations, as well as to the University's Honor Code and general code of student conduct which will be enforced by Coach and assistant coaches;
- 2.13. abide by all applicable University policies;
- 2.14. perform other duties as head coach reasonably related to the improvement of the basketball program as may be reasonably assigned by the President of the University ("President") or Director of Athletics;
- 2.15. coordinate scheduling of men's basketball games in consultation with and subject to the approval of the Athletic Director (not to be unreasonably withheld); and
- 2.16. undertake such other duties or assignments as shall reasonably be requested by the University. In no event shall the University assign Coach to any other position except for head coach of its men's intercollegiate basketball team.

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2.17. Notwithstanding anything to the contrary contained herein, in the event the University desires to terminate this Agreement (or seek to enforce or impose any type of disciplinary or corrective action) as a result of any breach of Section 2.10. or Section 2.13., such termination (or other permitted disciplinary or corrective action) shall only be permitted pursuant to Section 7.1.6. of this Agreement.

3. **Compensation.** Coach's compensation will be as set forth below in this Section 3, and will not be subject to reduction unless mandated by the Commonwealth of Virginia.

3.1. **Base Salary.** In consideration of the rights and services detailed herein, Coach shall be paid an annual base salary of \$450,000 payable on scheduled University pay dates and shall be eligible for annual merit increases consistent with all exempt or similarly situated staff as per University policy. Such salary is subject to all applicable state and federal withholdings as stated in Section 3.8.

3.2. **Supplemental Compensation.** As reasonably requested by the University, Coach shall assist, promote, and participate in radio and television programs, shows or events sponsored, owned, produced by or otherwise affiliated with the University and which directly or indirectly promote the purposes or further the interest of the University. In consideration of Coach's performance of the duties described in this section, and contingent on Coach's compliance with all duties and obligations under this Agreement, the University will pay the amount stated below in each Contract Year, payable in equal installments on the same payment schedule of the base salary, less withholdings as stated in Section 3.8, on the scheduled University pay dates:

Contract Year 1 (March 26, 2025 – March 31, 2026):	\$1,050,000(annualized)
Contract Year 2 (April 1, 2026 – March 31, 2027):	\$1,150,000
Contract Year 3 (April 1, 2027 – March 31, 2028):	\$1,250,000
Contract Year 4 (April 1, 2028 – March 31, 2029):	\$1,350,000
Contract Year 5 (April 1, 2029 – March 31, 2030):	\$1,450,000

In accordance with an extension of the Term of employment of this Agreement as per Section 1, the Supplemental Compensation for each additional Contract Year shall increase by \$100,000.

None of this supplemental compensation shall be deemed "base salary", and subject to state and federal regulations, it will not affect future base salary or compensation or be included in calculations of Coach's benefits. Notwithstanding anything to the contrary contained herein, the compensation detailed in this Section 3.2. shall remain due and payable to Coach in the event that the University fails to utilize any or all of the benefits detailed in this Section 3.2 despite Coach being ready, willing, and able to comply with the terms and conditions of this Section 3.2.

3.3. **Benefits.** The standard University optional health, life and disability insurance programs shall be available to Coach for enrollment, if Coach is otherwise eligible for coverage.

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- 3.4. **Vehicle Allowance.** The University will provide to Coach a monthly vehicle allowance of \$1,000 payable on scheduled University pay dates and subject to all applicable state and federal withholdings as stated in Section 3.8.
- 3.5. **Tickets.** The University will provide Coach with up to 10 regular season men's basketball tickets and 3 VIP parking passes. For VCU home contests those tickets will be located in the first two rows directly behind the VCU bench. For regular season road games, ticket location is subject to the visiting team allocation provided by the host institution. In addition, the University will provide Coach with up to 8 tickets to the A-10 post-season men's basketball tournament, up to 8 tickets to any other neutral-site, pre-season tournament (including festivals, classics, and similar events), regular season tournament (including festivals, classics, and similar events), and post-season men's basketball tournament in which the men's basketball team participates, and up to 4 tickets to the NCAA Division I men's basketball Final Four (all sessions). In the event Coach has additional ticket requests for any regular or post-season game, University agrees to review and use best efforts to accommodate any such requests. Coach agrees that the use of such tickets will be in compliance with all University and Athletic Department policies and procedures and will be subject to normal compliance review. Coach also acknowledges that the value of such tickets may be considered income and that Coach is solely responsible for payment of any applicable taxes due. Notwithstanding the foregoing, the University agrees that the primary purpose of the benefits detailed in this Section 3.5 is for the advancement of the team, and/or the University.
- 3.6. **Other Income.** Coach may engage in outside activities for pay 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 Coach's commitment of time and effort, and that they comply with the Commonwealth's ethics and conflicts of interest laws and University policy. Coach agrees that Coach must receive prior written approval from the University President and the Director of Athletics for all such outside activities and compensation (not to be unreasonably withheld), and that Coach must report annually such activities and compensation to the University as required by NCAA rules and regulations.
- 3.7. **Leave.** Coach shall be entitled on an annual basis to paid leave applicable to university employees during the Term of this Agreement, provided leave shall be responsibly managed and scheduled by Coach so that all responsibilities to the Department are properly and continuously fulfilled. The proposed dates of leave also must be approved in writing by the Director of Athletics prior to Coach taking leave, which approval shall not be unreasonably withheld. Coach will not be compensated for any unused leave balances upon the termination of this contract or at the time employment with the University ends.
- 3.8. **Withholding.** Salary and other forms of compensation payable to Coach by the University (including but not limited to performance bonuses, tickets, use of vehicle) are subject to deduction for State and Federal income taxes, social security taxes, and other

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payroll deductions as may be authorized by the Coach or required by State or Federal law.

- 3.9. **Bonuses.** In addition to the annual base salary and supplemental compensation set forth in this Section 3, Coach shall receive the bonuses detailed below, if achieved. In the event such incentive pay is achieved, it will be due and paid within sixty (60) days (although it shall be deemed to have been earned and accrued on the day it was achieved), subject to all applicable state and federal withholdings as stated in Section 3.8. The payment of any such bonus shall not affect or adjust Coach's base salary or benefits. All such bonuses shall be deemed to be cumulative.

Team Competitive Performance:

Regular Season Conference Champions (solo or shared)	\$15,000
A-10 Tournament Championship:	\$15,000
NCAA Tournament Qualification Round of 68:	\$25,000
NCAA Round of 32	\$37,500
NCAA Round of 16:	\$37,500
NCAA Round of 8:	\$37,500
NCAA Final Four:	\$50,000
NCAA Championship:	\$50,000
20 wins or more per season	\$10,000

Academic Performance of student-athletes:

Graduates by summer of completion of eligibility*	\$4,000 per student-athlete
Graduates within one year after completion of eligibility*	\$2,000 per student-athlete
GSR of 80% or higher	\$15,000
Team GPA of 2.8 or higher (at end of academic year)	\$15,000
Team APR of 950 or higher	\$15,000

*Includes only men's basketball student-athletes having first enrolled at VCU after the execution of this Agreement.

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Team Television Appearances:

National Television Appearances	\$3,500 per appearance
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National appearance defined as a regular season game broadcast on major over-the-air network or cable broadcast nationally including, but not limited to, ESPN, ESPN2, ESPNU, CBS Sports Network, and NBC Sports Network.

Coaching Awards:

A-10 Coach of the Year (solo or shared)	\$15,000
AP Coach of the Year (solo or shared)	\$25,000

- 3.10. **Disincentives.** During the Term, in the event Coach is found guilty of knowingly engaging in or allowing a major NCAA violation (Level I or Level II) or any of the actions defined in sections 7.1.6.6 through 7.1.6.8 of this Agreement (following all permitted appeals), the University reserves the right to seek reimbursement of any bonus payments made during the period of the violation.
4. **Summer Camp.** Coach will be provided the opportunity to conduct summer camps at the University, using available University facilities at the best available rates and terms in accordance with University regulations and policies, and pursuant to a standard University lease agreement. Availability of University facilities is determined by University in its reasonable discretion. In conducting summer camps at the University, Coach is neither an employee nor agent of the University and shall not represent to the contrary, directly or indirectly. Summer camp activity is not and will not be publicly marketed or represented as a University function or agency, and all marketing, promotions, and enrollment forms shall clearly state it is not a University-run or University-sponsored activity. Neither Coach, nor any other person hired by or acting for Coach in connection with the summer camps, shall have authority to make any representation or promise on behalf of the University, or commit the University to any obligation or undertaking. Coach agrees to reimburse the University for all reasonable expenses incurred by the University in connection with facility usage for the summer camp, including repair of any damages to University facilities attributable to or arising out of Coach's summer camp operation (reasonable wear and tear excepted); and Coach agrees that the University is not responsible for any cost or expense associated with the summer camps. All revenues received in connection with the operation of said camp shall belong solely and exclusive to Coach (or any individual or entity designated by Coach).

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5. **Performance Review.** Each year, the University through its Director of Athletics or a designee shall review Coach's performance. The annual review may include, without limitation, progress in achieving goals and objectives, and Coach's performance in satisfying assigned responsibilities.
6. **Staffing.** Coach shall be responsible for and have authority to hire, evaluate, and separate from five assistant coaches and non-coaching staff members, consistent with VCU and VCU Athletics Department policy and applicable law, provided any hire or separation is pre-approved in writing by the Director of Athletics and Office of the President.

The assistant coach and non-coaching staff members shall report administratively to Coach, subject to Athletics Department policies, and Coach shall be responsible for supervising and requiring his or her proper performance. Any initial employment agreement with an assistant coach or non-coaching staff member shall be set forth in writing in a University-approved appointment letter or standard contract, and it shall be approved by the Director of Athletics in advance of it being presented to the assistant coach or non-coaching staff member and before the assistant coach or non-coaching staff member assumes any duties whatsoever; and such agreement shall provide that it is terminable by the University upon Coach's separation from VCU employment for any reason.

7. **Suspension or Termination.** Suspension or termination of Coach shall be under the terms set forth below.
 - 7.1. **Suspension or Termination for Cause.** Notwithstanding anything to the contrary in this Agreement or otherwise anywhere provided, the University may upon written notice to Coach, suspend or terminate Coach's employment for "good cause." "Good cause" shall be defined as:
 - 7.1.1. Engaging in substantiated dishonest or unethical behavior, which publicly discredits the University's intercollegiate sports program, Coach or University (in a material and substantial manner) and/or brings material and substantial public disrespect upon the University's intercollegiate sports program, Coach or University;
 - 7.1.2. Refusal or failure to perform duties and responsibilities in this Agreement, or refusing or failing to perform, unless excused, any other material condition of this Agreement;
 - 7.1.3. Personal conduct of Coach that substantially impairs fulfillment of Coach's assigned duties and responsibilities contained in this Agreement;
 - 7.1.4. Substantiated serious or deliberate, tortious misconduct by the Coach including physical assault of any student or student-athlete or employee of the University, or threatening physical harm, or committing a felony (as defined by applicable law);

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- 7.1.5. Conviction of a criminal act that constitutes either a felony, a misdemeanor involving moral turpitude, or substantiated reckless or negligent conduct that damages the University;
- 7.1.6. Conduct of Coach which constitutes a material violation of:
 - 7.1.6.1. The VCU Code of Conduct or other University policies;
 - 7.1.6.2. Virginia Conflict of Interest laws;
 - 7.1.6.3. NCAA or A-10 rules;
 - 7.1.6.4. Any provision of this Agreement;
 - 7.1.6.5. State or federal law which constitutes a felony or a crime of moral turpitude or which results in a substantial impact on university operations or Coach's ability to perform his duties;
 - 7.1.6.6. Refusal or failure to furnish information relevant to an investigation of a possible men's basketball program violation of an NCAA bylaw;
 - 7.1.6.7. Refusal to cooperate with the NCAA, Atlantic 10 or University staff in the investigation and adjunction of possible men's basketball program violations of NCAA bylaws;
 - 7.1.6.8. Any Level I violations of NCAA rules (or repetitive Level II or Level III violations of NCAA rules) in connection with the men's basketball program if committed by any personnel or by any student-athlete or other "representative of the University's athletic interests" (as defined by NCAA), whereby, in all of the foregoing, (a) Coach knew of such violation and did not prevent or try to prevent the violation, and/or concealed or failed to report the violation; or (b) Coach should have known of such violation, and had Coach been aware of such violation, he would have reasonably been able to prevent such violation from occurring.

In addition to suspension or termination for "good cause" as defined above and consistent with NCAA Bylaws Article 11.2.1, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process if Coach is found to be in violation of NCAA regulations.

- 7.1.7. Notwithstanding the foregoing, the University acknowledges and agrees that its intent is not to terminate this Agreement for minor, technical or immaterial breaches that do not entail the risk of material institutional penalties. Further, University agrees to provide Coach with advance notice of any grounds or cause to terminate and the opportunity to cure a breach of this Agreement to the extent that such breach is subject to cure (as determined in the University's reasonable discretion). In the event of termination for good cause as provided in this section 7.1, the University's sole obligation to Coach shall be payment of annual base salary to the date

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of such termination, any supplemental salary earned to the date of such termination, any bonus compensation that has been earned or achieved pursuant to Section 3.9 herein, and reimbursement for substantiated expenses. The University shall not be liable to Coach for any collateral business opportunities or other benefits associated with the position of Head Coach of the Men's Basketball Team. Upon termination for cause, all rights and benefits under this Agreement shall terminate on the designated employment termination date, and Coach shall forfeit any right to bonuses, to which Coach otherwise may have been entitled.

7.2. **Termination without Cause.** The University may terminate the employment of Coach and this Agreement at any time for any reason after written notice to Coach. In the event such written notice does not explicitly indicate that it is for "good cause" pursuant to Section 7.1., above, it shall be deemed that the University terminated this Agreement without good cause, pursuant to this Section 7.2. In the event of termination under this section 7.2, the University shall be obligated to pay Coach all compensation and incentive bonuses earned or accrued as of the effective date of termination as well as a severance benefit in the amount of base salary (as set forth in Section 3.1 above), supplemental compensation (as set forth in Section 3.2 above) through the otherwise unexpired Term, and the employer-portion of benefits for which Coach is eligible and in which Coach is participating (as set forth in section 3.3 above), existing at the time of termination for the remaining Term of this Agreement (as if it naturally expired), subject to required withholding and provided that Coach actively seeks, in good faith and with due diligence, gainful employment elsewhere during the period of continued payments. The continued payments shall be payable to 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 Coach, in any form, from any other gainful employment as a college or university head coach for the period Coach receives these payments. Coach shall report monthly to the Director of 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 Coach a lump sum of the payments described in this section 7.2 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 7.2, Coach shall not be entitled to any payment other than the continuation or lump sum payment as provided in this section 7.2. In addition, no leave or other benefits shall accrue after the termination date. Coach shall be entitled to continuation of health insurance benefits as required by law (COBRA).

The payments detailed in this Section 7.2. shall be deemed liquidated damages (and not a penalty), as such damages are difficult to presently estimate, and the parties have mutually agreed on the amounts above. The University agrees that payment of liquidated damages under this section constitutes a fair and honest reimbursement to

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Coach for expenses, damages, losses and investment associated with the University's decision to terminate this Agreement before completing its Term and shall obviate legal remedies otherwise between the parties.

- 7.3. **Termination by Coach.** Coach shall not engage in negotiations with any other prospective employer during the Term of this Agreement without providing prior notice to the Director of Athletics. If Coach resigns or leaves the employment of the University before the end of the Term of this Agreement for any reason, the University shall not be obligated to Coach for any payment that would otherwise be payable under this Agreement (except for payments that were due or had accrued or been earned as of the effective date of termination). Coach further agrees that if Coach resigns or otherwise terminates his employment with the University before the end of the Term of this Agreement, without the prior written approval and release of the Director of Athletics, and subsequently accepts a position as a head coach of a professional basketball team, semi-professional basketball team, an NCAA Division I basketball team, or any position with a national television network (during the Term, as if it naturally expired), Coach shall pay, or cause to be paid to, the University as liquidated damages the amount set forth below in accordance with the date of termination:

Contract Year 1-2 (March 26, 2025 – March 31, 2027):	\$1,000,000
Contract Year 3 (April 1, 2027 – March 31, 2028):	\$800,000
Contract Year 4 (April 1, 2028 – March 31, 2029):	\$600,000
Contract Year 5 (April 1, 2029 – March 31, 2030):	\$400,000

This provision relating to liquidated damages in no way affects the Term of this Agreement as stated in section 2, or the requirement that any extension or modification of this Agreement or any new agreement must be in writing and signed by Coach, the Director of Athletics, and the University President. Coach agrees that payment of liquidated damages under this section constitutes a fair and honest reimbursement to the University for expenses, damages, losses and investment associated with Coach's decision to resign before completing the Term of this Agreement and shall obviate legal remedies otherwise between the parties. Coach's payment shall be made in a lump sum no later than ninety (90) days after the last day of Coach's employment by the University. Should Coach fail or refuse to make such payment, the University may seek appropriate relief as allowed by law, including the awarding of costs and attorney's fees.

In addition to the liquidated damages payment set forth in this section, in the event that Coach terminates the Agreement in order to accept a head coaching position at any NCAA Division I school, Coach shall cause such institution, as a condition of employment, to provide a two-year home and home basketball series between such institution and the University, and to schedule the home and home series to commence at the University's venue within three years of Coach's resignation from University. The institution shall have the right to forego this requirement in lieu of a payment to University of \$500,000. In the event the University is unable to schedule such games or

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is unwilling to do so, the Coach's obligations under this paragraph shall be deemed to have been fulfilled.

8. **Incapacity or Death.**

8.1. **Incapacity.** The University reserves the right to suspend or terminate this Agreement in the event Coach is 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/approved and paid for by the University, unless a medical examination is not reasonably necessary to confirm the disability. Coach shall be entitled to receive all compensation earned but not yet paid before the date of suspension/termination for reason of disability. Coach agrees to cooperate and be reasonably available for a physical exam at University's request; and Coach consents to the confidential disclosure of the results of the medical exam to the Director of Athletics for confidential work-related assessment, or the University shall have no obligation to Coach whatsoever.

8.2. **Death.** This Agreement shall terminate upon Coach's death. Any payment due and owing to Coach (or which had accrued, been earned, or achieved) at the time of death shall be paid to Coach's duly qualified personal representative, including death benefits, if any, as may be available.

9. **University Marks.** Coach shall not directly or by implication use the University's name or logo in the endorsement of commercial products or services for personal gain without the prior approval from the University. Additionally, Coach shall not directly or by implication use the NCAA's name or Coach's affiliation with the NCAA in the endorsement of products or services.

10. **University Records.** 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 the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder ("University Materials") are and shall remain the property of the University. Notwithstanding the foregoing, Coach shall retain ownership of any coaching strategies, playbooks or training methodologies that are developed independently by Coach. In the event of Coach's termination as provided herein, Coach will promptly cause any such University Materials to be delivered to the University. Subject to legal requirements, Coach may be allowed to retain copies of any such University Materials delivered to the University.

11. **Limitation of Remedies.** Except as provided in section 7 of this Agreement, the University and Coach agree that neither party shall be liable to the other for 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, or for court costs and attorney's fees, in the event of breach of this Agreement.

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12. **Assignment.** Neither this Agreement as a whole nor any of its individual provisions is assignable by either party without written approval of the other.
13. **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. To the extent any provision of this Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to University's status as an agency of the Commonwealth of Virginia, such provision shall be considered null and void. Nothing in this Agreement shall be construed as a waiver of the University's or the Commonwealth's immunities, including sovereign immunity. The parties agree that any lawsuit or judicial action arising out of or based on this Agreement, or involving the University's employment of Coach, shall be exclusively and only filed and adjudicated in the Circuit Court for the City of Richmond, Virginia.
14. **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 Coach with respect to the subject matter of this Agreement. The parties represent that they have consulted advisors of their choice prior to signing this Agreement.
15. **Access to Agreement.** The parties acknowledge that Virginia's Freedom of Information Act requires, upon proper request, the University's disclosure of this Agreement.
16. **University Policy.** It is understood and agreed that University policies generally applicable to the Department, personnel leading sports programs, and other employees of University are incorporated by reference in this Agreement, as shall be in effect and/or amended from time to time, with the exception of the *Virginia Commonwealth University Terms and Conditions of Employment for Executive/Senior Administrators* whose relevant provisions have been stated herein or otherwise deemed inapplicable. In the event of conflict between a University policy and this Agreement, the terms of this Agreement shall control. Subject to the provisions of this Section 16, the University reserves the right to reasonably determine which provisions of University policy apply to this appointment.
17. **Force Majeure.** If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, the same shall not be deemed to be a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, illness, labor dispute, riot or civil commotion, act of public enemy, act of terror and/or terrorism, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, delays in transportation, embargos or other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence. Notwithstanding anything to the contrary contained herein, in the event the terms and/or

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conditions of this Section 17 conflict with those of Section 8, above, the terms and conditions of Section 8 shall govern.

Sincerely,

DocuSigned by:
Edward McLaughlin
FCB0CF1BA00A4D8...

Edward McLaughlin
Director of Intercollegiate Athletics

DocuSigned by:
Michael Rao
A5F198A1803A46D...

Michael Rao
President

I acknowledge that the Department of Intercollegiate Athletics has made available to me the NCAA Manual and the Policies & Procedures Manual for the VCU Athletic Department. I further acknowledge my obligation to read, diligently seek to understand, and diligently seek to abide by these policies and procedures. I accept this appointment and agree to the terms and conditions of this Agreement.

Signed by:
Philip Martelli
CE4550641E70442...

Philip Martelli Jr.

4/9/2025

Date



Terms and Conditions of Employment for University and Academic Professionals Designated as Executives/Senior Administrators

Effective July 1, 2024

The following Terms and Conditions of Employment apply to Virginia Commonwealth University (VCU) employees identified as University and Academic Professionals in Executive/Senior Administrator roles. These Terms and Conditions of Employment are incorporated into your employment contract.

Except as altered by a separate, written contract of employment, official offer letters or individually negotiated contracts, Executive/Senior Administrators, as defined below, are governed by the Terms and Conditions of Employment contained in this document. To the extent any of the Terms and Conditions of Employment contained in this document conflict with the Working@VCU: "Great Place" HR Policies, the Terms and Conditions of Employment shall supersede any provisions contained in the Working@VCU "Great Place" HR Policies.

DEFINITION: Executive/Senior Administrators are the senior officers of the university, such as president's cabinet, members of the president's professional staff, vice presidents, senior leadership and may also include direct reports of the following: vice presidents, vice provosts, deans and other executive leaders. The employee designation also applies to other employees serving on employment contracts, such as athletic coaches. The designation does not include academic administrators, such as provosts, deans, or vice provosts who are Teaching and Research faculty serving in an administrative role.

Employment in an Executive/Senior Administrator position is for a specified term with a specific end date. The Terms and Conditions of Employments detailed here provide entitlement to notice if employment is not renewed beyond the specific end date. However, nothing in these Terms and Conditions of Employment serves to create an expectation of continued employment or reemployment beyond the date specified in the employment contract.

Executive/Senior Administrators serve at the pleasure of the appropriate appointing authority and can be reassigned, for any reason, at any time as detailed in Section M.

Also, employment which subsequently may be continued beyond the current end date may be for a shorter term and may be subject to different terms and conditions than the current appointment.

- A. **APPOINTING AUTHORITY.** All appointments to and contracts of employment for Executive/Senior Administrators are made by authority of the President or a President's designee. In addition, appointments at the level of vice president and any other position reporting directly to the President, may also require the approval or ratification of the Board of Visitors.
- B. **ADMINISTRATIVE TITLE AND JOB RESPONSIBILITIES.** Designation of appropriate administrative titles and job responsibilities for Executive/Senior Administrators is the responsibility of the appointing official or other appropriate administrative officials. Administrative titles and/or job responsibilities may be changed or reassigned within the period of the employment contract without advance notice, commensurate with the needs of the university and/or the specific administrative unit.
- C. **AFFILIATE FACULTY.** Executive/Senior Administrators may also hold an Affiliate Faculty appointment(s) in accordance with the required university review and approval process. Affiliate Faculty appointments may be considered for those who, by virtue of their expertise, are able to make a significant contribution to a university academic program. More information about the process for obtaining such an appointment can be found in the university policies for Affiliate Faculty Appointments.
- D. **UNIVERSITY POLICIES.** As a condition of employment, Executive/Senior Administrators are subject to all applicable policies and procedures of the university and the policies and regulations are adopted by the Board of Visitors of Virginia Commonwealth University, which are hereby incorporated into and reference and constitute part of these Terms and Conditions of Employment. As University and Academic Professionals, employees are subject to the Working@VCU: "Great Place" HR Policies, except as specifically identified in the employment contract and in these Terms and Conditions of Employment. Executive/Senior Administrators are specifically excluded from provisions of the Working@VCU: "Great Place" HR Policies regarding Employee Relations.

Other significant policies and procedures to which employees are subject include, but are not limited to: code of conduct, conflict of interests, outside professional activity, diversity, sexual misconduct, computer usage, intellectual property and human resources policies specific to the

University and Academic Professionals employee category. It is the employee's responsibility to be aware of these policies and procedures as well as all others which may be applicable. University policies and procedures are subject to change and further information may be obtained by visiting the VCU policy library at <https://policy.vcu.edu/>.

Also, if in the course of employment, the Executive/Senior Administrator has access to confidential information regarding other employees, students, patients, the public, or to proprietary or other confidential information belonging to or in the possession of VCU, this information is to remain confidential, and may be disclosed only in strict accordance with federal or state law and/or university regulations and policy.

Furthermore, Executive/Senior Administrators are subject to the requirements and restrictions as described in the Expectations of Ethical Conduct policy and all applicable conflict of interest requirements. Employees are required to request in advance and report on an annual basis any outside activity and disclose any income earned as described in that policy and in the university's guidelines on Conflict of Interest and Commitment.

- E. **BACKGROUND CHECKS.** Employment at VCU is conditional upon the university's conducting a job-related background check. Criminal conviction investigations also will be conducted in connection with certain transfers and promotions. As required by state law, the employment offer is conditioned upon U.S. citizens verifying that they have registered for the Selective Service or providing documentation from the Selective Service System that their requirement to register has been "terminated or become inapplicable." VCU is required by state law to ask each new employee if he/she has an income withholding order for child support payments. An affirmative response will not adversely affect employment with VCU. A U.S. Department of Justice I-9 Employment Eligibility Verification also must be completed no later than three business days from the date employment begins.
- F. **DEGREE VERIFICATION.** If a particular degree is required for the position, failure to provide required documentation and/or misrepresentation of professional credentials in any manner may result in revocation of the contract and/or termination of the appointment with VCU. VCU may take steps to verify any documentation provided by the applicant/employee.
- G. **BENEFITS.** Executive/Senior Administrators are eligible for the same active-employee benefits as all other University and Academic Professionals employed at VCU. This includes group health, dental, life and disability insurance, retirement plans, flexible reimbursement accounts, a 403(b) tax-deferred annuity and 457 deferred compensation plans. Executives/Senior Administrators have the option of choosing between Virginia Retirement System (VRS), which is a full or partial defined benefit plan, and the VCU

Optional Retirement Plan (ORP), which is a defined contribution plan. Employees are responsible for making all decisions and for completing elections within the benefit deadline. More information on benefits can be found at <https://hr.vcu.edu/current-employees/benefits/>.

- H. **PERFORMANCE.** Performance is evaluated on a regular (typically annual) basis based on performance goals and metrics jointly determined between the employee and the hiring authority. These goals/metrics will also be in alignment with the university's strategic plan. Employees are responsible for working collaboratively in the development of goals, participating fully in the performance review process, fulfilling established goals, and demonstrating appropriate behaviors consistent with the university's values and code of conduct.
- I. **GENERAL LIMITATIONS.** An Executive/Senior Administrator appointment is contingent upon the availability of appropriated funds and the internal allocation of these funds. The appointment is for the period indicated only and may be subject to earlier termination for cause (see section Q. Termination) or in the event any grant or contract funds which support the position are lost or withdrawn. As employees of VCU, Executive/Senior Administrators are also employees of the Commonwealth of Virginia and subject to the laws of the Commonwealth.
- J. **TERMS OF APPOINTMENT.** An appointment to an Executive/Senior Administrator position is for the fixed term stated in the offer letter and normally for a period not to exceed one year. An appointment period of more than one year is discouraged, considered an exception and requires specific authority of the Board of Visitors (as noted in Section A. above) or the President. In those cases, the length of the term is specified in the offer letter. If the contract term is longer than one year and provides for compensation upon notice of non-renewal, reassignment, termination, or payment on separation, such compensation will not be greater than twenty-four months, provided that such continued compensation does not exceed the remaining balance of base salary owed on the initial term of the appointment. Individually negotiated contracts may provide for a longer term of continued compensation of lump sum payment representing such term, in which cases, the contract language prevails. Appointments beyond the initial fixed term may be renewed, non-renewed, modified or terminated in accordance with these Terms and Conditions of Employment.
- K. **PAYMENT OF EARNINGS.** Salary is paid in semi-monthly installments over 12 months. There is a one-week lag between the end of the payroll period and receipt of the related pay. Payroll periods are the 10th through the 24th (usually paid on the first of the subsequent month) and the 25th through the 9th (usually paid on the 16th of the

month), in accordance with VCU's applicable pay schedule. VCU employees, including Executive/Senior Administrators, are required to receive their pay by direct deposit.

- L. **RENEWAL.** An Executive/Senior Administrator appointment may be renewed upon the recommendation of the appointing official, subject to appropriate approvals. Notification of renewal, together with notification of any increase in salary for the ensuing fiscal year, is normally transmitted to the employee prior to the commencement of the new contract year. Since most Executive/Senior Administrators hold appointments on a twelve-month fiscal year basis, from July 1 through June 30, notification of renewal is usually transmitted in May or June of any given year.
- M. **REASSIGNMENT.** Nothing in these terms and conditions shall be construed to prohibit, at any time during the term of appointment or any subsequent appointments, the reassignment of an Executive/Senior Administrator to other duties, another position or combination of positions for which he/she is deemed by his/her supervisors to be qualified and which in the judgment of the university is consistent with the employee's education, training, background and experience.
- N. **RESIGNATION.** Executive/Senior Administrators have a professional obligation to provide notice of resignation at the earliest possible opportunity in order to provide for a smooth transition and to not disrupt academic or administrative operations. Resignations should be given as far in advance as possible, and recommended to be no less than sixty (60) calendar days prior to the effective date of separation. Notice of resignations should be provided to the immediate supervisor with a copy to that person's supervisor. Resignation concludes the university's obligation to pay any remaining amount owed on the contract to the Executive/Senior Administrator.
- O. **NON-RENEWAL.** Non-renewal of an Executive/Senior Administrator appointment is distinguished from termination of or suspension from employment during the term of the appointment. Non-renewal of an Executive/Senior Administrator appointment is also distinguished from a workforce reduction or layoff as a result of the loss of position funding sources. Non-renewal means that the employee's appointment will end on the specified end date of the current term of appointment. An Executive/Senior Administrator whose appointment is not to be renewed beyond a specified date or who is receiving a change in assignment or a decrease in salary is notified in writing, pursuant to the provisions of these terms and conditions of employment, that a new appointment will not be forthcoming or that any subsequent appointments will be subject to different terms and conditions than the then-current employment. The letter of notification will specify the different terms and conditions of employment.

Notice of non-renewal must be provided in writing and is based on date of hire in accordance with the following schedules:

VCU Hire date prior to January 1, 2018

Number of years of Continuous Full-Time Employment at VCU	Minimum Notice Requirement
At least 3 years but less than 5 years	9 months before the effective date
5 years or more	12 months before the effective date

VCU Hire date on or after January 1, 2018

Number of years of Continuous Full-Time Employment at VCU	Minimum Notice Requirement
Less than 2 years	3 months before the effective date
2 years or more	6 months before the effective date

Exceptions to the notice requirements apply to the following positions:

- Positions dependent upon grant or contract funds or limited to the term of the grant or contract.
- Positions established for a project of specific duration. Employment in such positions will terminate upon the expiration of the then-current appointment and/or the exhaustion of the funding source for the particular appointment, whichever may occur first. Employees must be advised in the initial offer letter and any renewals thereof that employment will terminate on the specified end date or the exhaustion of the funding source without further notice.

The period of notice under this policy is computed backward from the effective date of the written non-renewal notice, but no sooner than the contract end date. Shorter periods of notice may be necessitated in the event of a financial emergency consistent with the terms of the Financial Emergency Policy.

The requirement of notice of non-renewal of employment beyond a specified date exists only to assure that the appointment/employment does not terminate without an appropriate period of notice. Accordingly, and by way of example, if an employee is entitled, under this policy, to a period of six months notice of nonrenewal, where the end date of the current appointment is June 30 of a particular calendar year, and on March 31 of that same year, is given notice of non-renewal of employment, the employee would be entitled, effective July 1 of that same year, to a new appointment of three (3) months duration, with his/her employment/appointment, terminating on September 30 of that same year, or six (6) months from the date of the notice. However, if that same employee receives notice of non-renewal by December 31 of the preceding year, his or her existing appointment would terminate on June 30 of the ensuing year and the employee would not receive any additional appointments beyond that date. Similarly, an employee on a twelve-month contract commencing on July 1 of a given year, who is entitled, under this policy to a period of twelve months' notice of non-renewal, and who receives notice on November 7 of that same year, would be entitled to complete the remaining eight (8) months under the then-current appointment and, effective July 1 of the succeeding year, would be issued a new appointment of four months duration, which would terminate on November 6 of that year.

Within five (5) working days from the date of receipt of notice of non-renewal, an Executive/Senior Administrator may request, in writing, a conference with his/her immediate supervisor to discuss the decision. Such a conference shall be held within a reasonable time of receipt of the request.

A decision not to renew the contract of an Executive/Senior Administrator beyond a specified date may, at the request of the employee, be reviewed by the appropriate vice president in consultation with the University Counsel's Office to ensure that the decision not to renew is not made for a legally impermissible reason. If the initial nonrenewal decision is made by a vice president, the employee may request a review by the President. There are no further review or appeal procedures within the university.

- P. **SUSPENSION.** Certain circumstances may warrant suspension from employment of an Executive/Senior Administrator prior to or in lieu of termination. As used in this policy, suspension means the temporary cessation of the performance of assigned duties. Suspension may be partial or total, short-term or long-term, and may be with or without pay. If suspension is without pay, the Executive/Senior Administrator must be given advance notice and the opportunity to respond before the cessation of regular pay.

Suspension requires the approval of the employee's manager's manager (if the employee's manager is the President, approval rests with the President) and HR where

behavioral, performance or misconduct issues pose substantial risk and may be imposed without advance notice where the behavioral, performance or misconduct issues pose immediate risk. Where suspension is imposed, the employee receives notice of the reasons for the suspension and its duration and has an opportunity to respond.

When an employee is under investigation for alleged criminal conduct that occurs either on or off the job, management may immediately suspend and remove the employee from the workplace without advance notice while continuing pay. In making this determination, management considers the employee's ability to perform their assigned responsibilities and whether the employee's continued presence may constitute negligence in regard to the university's duties to the public and/or other employees; may be harmful to the employee, other employees, clients, students or patients; may impair university operations; or may hamper the investigation by law enforcement.

Upon completion of any university investigation, court action, or other official investigation, the Executive/Senior Administrator either may be terminated or reinstated with or without full or partial back pay. If termination is imposed following a suspension or if the Executive/Senior Administrator is reinstated from suspension with less than full back pay, the action may be appealed pursuant to the appeal process in Dispute Resolution section R. below.

Q. **TERMINATION.** Distinguished from non-renewal, which is governed by Section O. above, termination means the dismissal of an Executive/Senior Administrator during the term of the current appointment. Executive/Senior Administrators may be terminated (dismissed) for any of the following reasons:

- a. Inability, unwillingness or failure to perform assigned duties and professional responsibilities at a satisfactory level.
- b. Violation(s) of University policies and/or procedures.
- c. Violation(s) of applicable administrative or professional ethics or responsibilities.
- d. Criminal convictions for acts or conduct occurring on or off the job which are related to job performance or are of such a nature that to continue the employee in the assigned position could constitute negligence in regard to the university's responsibilities to the public or to its students or other employees.
- e. A financial or other emergency situation as determined by the Board of Visitors.

Termination of employment for cause does not require the advance notice period that accompanies a non-renewal decision (see Section O. above).

In the event the appointing official or other appropriate administrative officer determines that termination of employment is warranted, the Executive/Senior Administrator is advised, in writing, of the intended action and the reason(s) therefore and is afforded the opportunity to respond, in writing and in person, to the intended action and the reasons upon which the intended action is based.

If the Executive/Senior Administrator elects to respond to the notice of intended termination, and the response is deemed unsatisfactory, the appointing official or appropriate administrative officer proceeds to implement the termination action by notifying the Executive/Senior Administrator, in writing, of the termination action and the effective date. The written notification states the reasons for the termination and informs the employee of the right to appeal the termination decision.

- R. **DISPUTE RESOLUTION.** The following procedures are available to Executive/Senior Administrators to raise issues of concern related to their employment and to achieve timely and efficient resolution. If the informal process does not resolve the concern, a formal process is also provided herein. For matters regarding 1) the termination of an employment contract or 2) reinstatement from suspension with less than full back pay, the informal process is not available. The formal process described below is the only mechanism through which an Executive/Senior Administrator may contest termination or reinstatement after suspension with less than full back pay.

These processes do not cover complaints related to unlawful discrimination, including discriminatory acts that violate university policy. An Executive/Senior Administrator who has reason to believe that he/she has experienced unlawful discrimination (including discriminatory harassment) or related retaliation, should consult Equity and Access Services (<http://equity.vcu.edu>) about filing a complaint with that office.

The formal dispute resolution procedure is not available to Executive/Senior Administrators who have resigned, have been terminated because of a financial emergency, have been reinstated from suspension with full back pay, have been reassigned, or whose contracts have not been renewed or whose employment has not been continued beyond a specified date.

With the exception of formerly classified VCU employees, Executive/Senior Administrators are not permitted to appeal or file a grievance through any other VCU or state appeal or grievance process.

Informal process: Employees are encouraged to attempt to seek resolution of any employment related concern or complaint through informal dispute resolution steps outlined below.

- One-on-one meetings: Before pursuing further steps, employees meet with the person or persons against whom the employee has a complaint to seek resolution.
- Facilitated conversations: If one-on-one meetings do not resolve the complaint, employees may contact the university ombudsperson or HR to seek assistance in having facilitated conversations with the person or persons against whom they are complaining.
- Mediation: If all other attempts at achieving an informal resolution of the complaint fail, the university recommends mediation. Mediation requires the agreement of all parties to the dispute and their agreement to waive any applicable time frames that might otherwise be applicable in the formal process, to the extent necessary. Such agreement must be in writing before any mediation process may commence. For additional

information on the university's mediation services, see <https://ombudsperson.vcu.edu/services/mediation/>.

Informal dispute resolution may not be appropriate in circumstances such as those related to a crime or a threat against an employee. In those cases, the employee should contact VCU Police or the Threat Assessment Team and also refer to the university Threat Assessment policy.

Formal dispute resolution process: If resolution of an employee dispute has not been achieved through the informal process, the following formal procedure is available.

Employees and the immediate supervisor are strongly encouraged to seek an amicable resolution of their concerns at any stage of this procedure.

- A written notice of the dispute must be filed within twenty (20) working days from the date the employee becomes aware of or receives notification of the issue/concern. The written notice must specifically state the basis for the dispute and provide supporting documentation.
- The formal process begins with a meeting between the employee and his/her immediate manager within ten (10) working days of receipt of the written notice.
- If the matter cannot be resolved by this discussion, the employee submits a written notice to the immediate manager's manager. The written notice must be submitted to the immediate manager's manager within ten (10) working days of the meeting with the immediate manager.
- Upon receipt of the notice, the manager's manager schedules a meeting to discuss the dispute with the employee and a separate meeting with the manager of that employee. These meetings are expected to take place within ten (10) working days of receipt of the dispute. The manager's manager can then convene a joint meeting to attempt to resolve concerns. In the case where the manager's manager is the President of the university, an alternate reviewer may be designated.
- If these individual and/or joint meetings do not resolve the dispute, the respective Provost/Vice President (or President) makes a decision on the validity of the dispute and informs the employee and the immediate manager whether the dispute has been upheld or denied.
- The decision is final and there is no further review or appeal within the university.