

AGREEMENT
AND RELEASE OF ALL CLAIMS

This Agreement and Release of All Claims ("Agreement") is made by and among the following parties:

THE OHIO STATE UNIVERSITY, hereinafter referred to, together with its respective predecessors, successors, assigns, trustees, agents, administrators, employees, officers, directors, agents, both past and present as "OSU"; and

JIM TRESSEL, hereinafter referred to, together with his respective heirs, administrators, executors, successors, assigns, and other personal representatives as "Coach Tressel."

When used hereafter the phrase "Released Parties" includes all of the following: The State of Ohio and The Ohio State University and their predecessors, successors, assigns, trustees, agents, administrators, employees, officers, directors, agents, fringe and employee benefit funds and plans, both past and present.

WHEREAS, the NCAA has initiated an investigation against OSU based on allegations surrounding The Ohio State University football team;

WHEREAS, Coach Tressel resigned as Head Football Coach of The Ohio State University by letter dated May 30, 2011;

WHEREAS, Coach Tressel wishes to exercise his option to retire as an employee of The Ohio State University effective June 30, 2011; and

WHEREAS, Coach Tressel and OSU may have issues or disputes that arise out of Coach Tressel's employment and separation from employment; and

WHEREAS, the parties believe a resolution of any and all possible issues and disputes between them is reasonable and in the parties' best interests and, accordingly, have reached this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is hereby agreed as follows:

1. **OSU's Statement.** OSU states that Coach Tressel will retire from The Ohio State University effective June 30, 2011; that Coach Tressel will receive health care benefits and base pay through June 30, 2011; and that within 15 days after execution of this Agreement Coach Tressel will receive the lump sum payment due to him under University policies for cash-out of accrued vacation and/or sick time equal to 240 hours which is subject to the normal policy eligibilities, provisions and restrictions.

2. **Coach Tressel's Statement.** Coach Tressel states that the players, coaches and other OSU personnel are very important to him. As he stated to OSU representatives on May 30, 2011, the "appreciation that Ellen and I have for the Buckeye Nation is immeasurable. We have been blessed to work with the finest group of young men in America and we love them dearly. In addition, we cannot thank you enough -- the high school coaches we have worked with over these many years -- we will be Buckeyes forever." These statements remain very important and Coach Tressel offers his cooperation and assistance with any University matters that could arise in the future. Coach Tressel is committed to maintaining OSU's excellent reputation and stature in the community.

3. **Release by OSU.** OSU agrees that upon execution of this Agreement it releases, extinguishes, and discharges any rights or claims that it has, may have or may have had arising out of Coach Tressel's employment with The Ohio State University and represents that it has full

power and authority to enter into this Agreement. OSU hereby fully and forever releases and discharges Coach Tressel, his executors, administrators, successors, assigns, and agents, who are or may be liable for any and all claims or demands, including claims for damages, expenses, actions, attorneys' fees and costs, liabilities, fines, and compensation which OSU now has or may have in the future arising out of Coach Tressel's employment at The Ohio State University.

4. **Release by Coach Tressel.** Coach Tressel, acting on behalf of himself, his executors, administrators, successors, heirs, personal representatives and assigns, does hereby fully, finally and forever release and waive any and all claims and rights which he may have against the Released Parties, and does hereby specifically quitclaim, release and forever hold harmless from and against any and all claims, liability, causes of action, compensation, benefits, damages, attorney fees, costs or expenses of whatever nature or kind and whether known or unknown, which have arisen or which could have arisen at any time up to and including the date of execution of this Agreement. The parties intend this Agreement to cover any and all such purported claims, obligations and rights, whether arising out of Coach Tressel's employment at The Ohio State University; compensation and benefits at The Ohio State University; terms and conditions of employment at The Ohio State University; and whether arising under any employment contract (express or implied), NIKE contract, radio or television agreements, policies, procedures or practices of The Ohio State University, and/or by any actions or omissions of any of its agents, trustees, or employees and/or whether arising under any state or federal statute including, but not limited to, Ohio's employment discrimination laws, all federal discrimination laws (including but not limited to Title VII and Title IX), the Age Discrimination in Employment Act, all local laws and ordinances, and/or common law, including but not limited to, intentional infliction of emotional distress, harm or illness, intentional injury or intentional

tort, without exception. This Agreement is intended as a general release, representing a full and complete disposition and satisfaction of all of the Released Parties' real or alleged legal obligations to Coach Tressel, including, but not limited to, those set forth herein.

Notwithstanding the foregoing, nothing in this Agreement shall affect or be construed to affect Coach Tressel's vested or accrued rights and benefits in his retirement with OPERS.

5. **Full Settlement and Satisfaction.** It is also understood that this Agreement and the releases contained herein are in full settlement and satisfaction of any claims that could possibly be made by Coach Tressel or OSU and that the Agreement is intended to cover and does cover not only injuries, losses, damages both known and unknown, but also any injuries, losses, and damages of whatever nature, which may develop or be discovered by Coach Tressel or OSU, which in any way grew out of or are connected with the employment of Coach Tressel at The Ohio State University.

6. **Non-Admission of Liability.** This Agreement does not constitute, and shall not be construed as, an admission by either Coach Tressel or OSU of any wrongdoing or violation of any common law, statute, or regulation.

7. **Compliance with Older Workers' Benefit Protection Act.** The parties desire and intend that this Agreement complies fully with the terms of the federal Older Workers' Benefit Protection Act. Accordingly, Coach Tressel acknowledges that he has been advised of the following rights:

(a) Coach Tressel understands that state and federal laws, including the Age Discrimination in Employment Act, prohibit employment discrimination based upon age,

sex, race, color, national origin, ethnicity, religion, disability, and possibly other protected classifications. Coach Tressel further understands and agrees that, by signing this Agreement, he agrees to waive any and all such claims, including any claims arising under the federal Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, and releases and waives OSU from any and all such claims.

(b) Coach Tressel acknowledges that he has been advised by this writing to consult with an attorney prior to signing this Agreement, which he acknowledges contains a general release and waiver of claims. He also acknowledges that this Agreement is written in a manner which he understands, that he is not waiving any rights or claims that may arise after the effective date of this Agreement, and that this Agreement contains valuable consideration for him to which he is not already entitled.

(c) Coach Tressel acknowledges that he has at least 21 days in which to review and consider this Agreement and to consult with legal counsel with respect thereto. Coach Tressel further acknowledges that he has entered into this Agreement voluntarily and of his own free will.

(d) Coach Tressel acknowledges that he has the right to revoke his acceptance of this Agreement within seven (7) days following his execution hereof by giving written notice of such revocation in writing by facsimile to Sandra J. Anderson, Associate Vice President and Deputy General Counsel, Office of Legal Affairs, 1590 North High Street, Suite, 500, Columbus Ohio, 43201, (614) 292-0668. In the event of such revocation, Coach Tressel and OSU acknowledge that this Agreement shall become null and void. The parties also acknowledge that this Agreement shall not become effective or enforceable until the revocation period has expired.

8. **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and that determination becomes final, the provision will be deemed to be severed or limited, but only to the extent required to render the remaining provisions of this Agreement enforceable. This Agreement, if so amended, will be enforced so as to give effect to the intention of the parties insofar as that is possible.

9. **Governing Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

10. **Joint Drafting of Agreement.** The parties expressly agree that this Agreement has been agreed to equally among them after review by their counsel and is not to be construed against either party on the basis of which party drafted the Agreement.

11. **Non-Assignment of Claims.** Coach Tressel represents that he has not assigned or transferred, or purported to assign or transfer, any claims that he has or may have against OSU.

12. **Supersedes Past Agreements.** This Agreement supersedes and renders null and void any previous agreements or contracts whether written, oral, or implied between Coach Tressel and OSU.

13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is the entire agreement among the parties and that no other representation, promise, covenant, or agreement has been made to cause any party to execute this Agreement. The parties also agree that the terms of this Agreement will not be amended or changed except in writing and signed by Coach Tressel and a duly-authorized agent of OSU. The parties further agree that this Agreement will be binding on and inure to the benefit of Coach Tressel and OSU.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND WAIVER OF ALL CLAIMS, FULLY UNDERSTAND IT, HAVE CONSULTED WITH LEGAL COUNSEL, AND HAVE VOLUNTARILY SIGNED THIS AGREEMENT SIGNIFYING THEIR ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITS TERMS.



Jim Tressel

7-8-11

Date



The Ohio State University
E. Gordon Gee
President

07-08-11

Date