



**LORI STEWART GONZALEZ**  
PRESIDENT OF OHIO UNIVERSITY

To: Brian Smith  
CC: Rex H. Elliott, JD  
Date: December 12, 2025  
Re: Notice of Intent to Terminate Employment

Dear Mr. Smith:

Pursuant to Section 7.2 of the Head Football Coach Employment Agreement (“Employment Agreement”) entered into by and between you and Ohio University effective December 17, 2024, Ohio University is providing you this written notice of its intention to terminate the Employment Agreement, for cause, under Section 7.1.

Termination for cause is appropriate and necessary under multiple independent grounds.

**First** is Employment Agreement Section 7.1.17. It establishes Section 7.1 cause for termination in the event of your “commission of or participation in any act, situation or occurrence that, in the University’s reasonable judgment, brings Head Coach into public disrepute, contempt, scandal or ridicule, or failure by Head Coach to conform their personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University’s reputation and overall primary mission and objectives....”

Your conduct triggers this clause in multiple ways. This includes your participation in extramarital affairs, including one with an undergraduate student, to which you have admitted. This brings on the very disrepute, scandal, and ridicule in issue in this Section. In addition, you appear to have admitted to Athletic Director Larscheid that you carried on an affair in part on campus at the Ohio University Inn, where you were likely to be observed by OU constituents, such as student-athletes’ families, donors, and alumni, and where you were indeed witnessed by a football player’s parent. While it is possible that more related evidence of misconduct may come to light, the facts above establish cause under this Section.

**Second** is Employment Agreement Section 7.1.1. It establishes Section 7.1 cause in the event of, among other things, your “serious professional or personal misconduct, (including but not limited to acts of moral turpitude),” “which may reflect adversely upon the reputation or public perception of University or its athletics program.” (Parentheses in original.)

The conduct described above triggers this clause as well. Your alcohol-related conduct, described below, also triggers this clause.

**Third** is Employment Agreement Section 7.1.13. This section establishes Section 7.1 cause upon the “[u]se or consumption by Head Coach of alcoholic beverages... as to impair Head Coach’s ability to perform Head Coach’s duties.”

You have previously been reprimanded for your repeated use of alcohol in your office, in violation of University policy (discussed further below), including with those who report to you. Separate from that, it has been reported to the University that you participated in a public appearance during which you smelled strongly of alcohol and were intoxicated in your demeanor. Such appearances are, of course, part of your duties to promote and communicate about the program. *See, e.g.*, Sections 3.1, 4.1.1, 4.1.2. Your use of alcohol thus establishes cause under Section 7.1.13.

**Fourth** are Employment Agreement Sections 4.2.1, 7.1.7, 7.5, all of which speak to your obligation to adhere to University policies, and which establish that material violations of any policy constitute Section 7.1 cause. The conduct described above constitutes intentional and egregious violations of Policy 41.133, Alcohol and Other Drugs.

**Fifth** is Employment Agreement Section 7.1.2, which establishes Section 7.1 cause upon your failure to perform your Section 4 duties and responsibilities. The conduct described above constitutes such failure to perform your Section 4 duties, including Section 4.2.1 (discussed immediately above), and Section 4.6: “Head Coach shall represent University positively in public and private forums and will not engage in conduct that reflects adversely on University or its athletic programs. Head Coach will perform their duties and personally comport themselves at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of University and its Intercollegiate Athletics program.”

Please note that the above is what is reasonably ascertainable by the University at this time but is not intended to be a comprehensive list of all Section 7.1 cause factors that may exist.

[REDACTED]

[REDACTED]

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The University hereby provides this written notice in accordance with Employment Agreement Section 7.2. You have an opportunity to respond to this letter and to be heard. You may do so in writing and/or by phone or in person; however, this must take place no later than **5:00 PM Eastern Time on Tuesday, December 16**. Failure to respond or meet by that time will constitute a waiver of your Section 7.2 opportunity to respond and be heard.

Sincerely,



Lori Stewart Gonzalez, President  
Ohio University