

## AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University") and **KAREN WEEKLY** ("Coach") that became effective on September 11, 2017, as amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment that each became effective on October 28, 2020. In consideration of the covenants contained in this Amendment Number 1, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The University and Coach agree to amend the Employment Agreement by naming Coach as the Head Softball Coach, rather than the Co-Head Softball Coach. Accordingly, all references in the Employment Agreement to "Co-Head Softball Coach" are deleted and replaced with "Head Softball Coach."

The University and Coach agree to extend the Term of the Employment Agreement by three (3) years. Accordingly, Article I, Section 1.2 is amended by deleting the date of "June 30, 2022" and substituting the date of "June 30, 2025."

Article II, Section 2.1 is amended by deleting that section in its entirety and substituting the following:

**Section 2.1.** As payment and consideration for the services to be performed by Coach under this Agreement, the University agrees to pay Coach an annual salary ("Base Pay") in accordance with the following schedule, subject to all applicable state and federal tax reporting and withholding requirements:

<u>Contract Year</u>	<u>Base Pay</u>
July 1, 2017 - June 30, 2018	\$158,500
July 1, 2018 - June 30, 2019	\$173,500
July 1, 2019 - June 30, 2020	\$183,500
July 1, 2020 - June 30, 2021	\$243,500
July 1, 2021 - June 30, 2022	\$340,000
July 1, 2022 - June 30, 2023	\$340,000
July 1, 2023 - June 30, 2024	\$340,000
July 1, 2024 - June 30, 2025	\$340,000

The University shall pay the Base Pay to Coach in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial years or months prorated. The Base Pay shall not be increased in accordance with the terms of any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University if the University determines that Coach qualifies for the increase under the terms of the authorization or mandate.

Article II, Section 2.2 is amended by deleting that section in its entirety and substituting the following:

**Section 2.2.** Intentionally omitted.

Article III, Section 3.1.1 is amended by deleting that section in its entirety and substituting the following:

**Section 3.1.1.** In its sole discretion and at any time during the Term, the University may terminate this Agreement without "cause" (as defined in Section 3.2.2 below) upon written notice to Coach. If the University terminates this Agreement without cause, then the University shall pay Coach liquidated damages ("Liquidated Damages") according to the following schedule:

<u>Date of Termination by University</u>	<u>Amount of Liquidated Damages Owed by University</u>
July 1, 2021 – June 30, 2022	\$340,000
July 1, 2022 – June 30, 2025	\$0

Subject to all applicable state and federal tax reporting and withholding requirements, payment of the Liquidated Damages shall be made in thirty-six (36) monthly installments ("Liquidated Damages Payments"). The first Liquidated Damages Payment shall be due on or before the last day of the month following the month in which the Agreement was terminated.

Article III, Section 3.3.1 is amended by deleting that section in its entirety and substituting the following:

**Section 3.3.1.** Coach shall have the right to terminate this Agreement at any time without cause. If Coach terminates this Agreement without cause, the Coach shall pay the University liquidated damages according to the following schedule:

<u>Date of Termination by Coach</u>	<u>Amount of Liquidated Damages Owed by Coach</u>
July 1, 2021 – June 30, 2022	\$340,000
July 1, 2022 – June 30, 2025	\$0

Payment of the liquidated damages shall be due on or before the last day of the month following the month in which the Agreement was terminated. The obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

Except as revised by this Amendment Number 1, the Employment Agreement, as previously amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 to Employment Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

KAREN WEEKLY

By: *[Signature]*  
Dr. Daniel White  
Vice Chancellor and  
Director of Athletics  
The University of Tennessee,  
Knoxville  
7.28.21  
Date

*[Signature]*  
Karen Weekly  
7/23/21  
Date

*[Signature]*  
Dr. Donde Plowman  
Chancellor  
The University of Tennessee,  
Knoxville  
7-28-21  
Date

DocuSigned by:  
Chris Cimino  
Signature: AAGC2AF7E26F45F...  
Name: Chris Cimino  
Title: Sr. Vice Chancellor for Finance & Administration  
Date: 8/3/2021

