

AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT

This is Amendment Number 2 to the Employment Agreement between THE UNIVERSITY OF TENNESSEE ("University") and EVE RACKHAM ("Coach") that became effective on January 12, 2018 , as amended by the Uniform Amendment that became effective on June 24, 2020, and Amendment Number 1 that became effective on July 15, 2020. In consideration of the covenants contained in this Amendment Number 2, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

The University and Coach agree to extend the Term of the Employment Agreement by two (2) years. Accordingly, Article I, Section 1.2 of the Employment Agreement is amended by deleting the date of "January 31, 2025" and inserting instead the date of "January 31, 2027."

Article II, Section 2.1 of the Employment Agreement is amended by increasing the Base Pay as follows:

<u>Contract Year</u>	<u>Base Pay</u>
January 1, 2022 - January 31, 2023	\$215,000
February 1, 2023 - January 31, 2024	\$215,000
February 1, 2024 - January 31, 2025	\$215,000
February 1, 2025 - January 31, 2026	\$215,000
February 1, 2026 - January 31, 2027	\$215,000

Article II, Section 2.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

SECTION 2.2. SUPPLEMENTAL SERVICES.

Section 2.2.1. Supplemental Pay. The Parties agree that all compensation to Coach for the Supplemental Services required under Section 2.2.2 is included in the Base Pay as set forth in Section 2.1 of this Agreement.

Section 2.2.2. Supplemental Services. As partial consideration for the Base Pay from the University, Coach agrees, as reasonably directed by the Chancellor or Athletics Director to: participate in radio, television, internet, and other media shows, programs and appearances relating to the University's multi-media rights contract; carry out endorsement and consultation services described in the University's contracts with athletics shoe, equipment, and apparel manufacturers; carry out endorsement and consultation services described in the University's contract with the University's multi-media rights partner; and perform to a reasonable degree various public relations, University relations, alumni relations,

community service, and fundraising services on behalf of the University. Such services shall not unreasonably interfere with Coach's duties with respect to games, practices or recruiting, or her preparation for games or practices. Coach shall require that assistant coaches, other volleyball staff, and volleyball student-athletes comply with and cooperate in fulfilling the terms of the University's contracts with athletics shoe, equipment, and apparel manufacturers, and endorsement or consultation services as provided in the University's contract with the University's multi-media rights partner.

Article III, Section 3.1.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

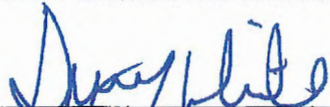
Section 3.1.2. Separation Payment. If the University terminates this Agreement without cause, then the University shall pay Coach a separation payment (the "University Separation Payment") in an amount equal to fifty percent (50%) of the monthly rate of Base Pay times the number of months remaining in the Term, with any part of a month prorated based on weekdays and subject to all applicable state and federal tax reporting and withholding requirements.


Article III, Section 3.3.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 3.3.2. Coach Separation Payment. If Coach terminates this Agreement without cause at any time during the Term, then Coach (or a third party on Coach's behalf) shall pay the University a separation payment ("Coach Separation Payment") in an amount equal to fifty percent (50%) of the monthly rate of Base Pay times the number of months remaining in the Term, with any part of a month prorated based on weekdays and subject to all applicable state and federal tax reporting and withholding requirements.

Except as revised by this Amendment Number 2, the Employment Agreement, as amended by the Uniform Amendment and Amendment Number 1, remains in full force and effect.

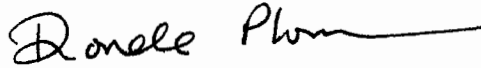
THE UNIVERSITY OF TENNESSEE

By: 
Dr. Daniel J. White
Vice Chancellor and Director of Athletics
The University of Tennessee, Knoxville
2.17.22

EVE RACKHAM

Eve Rackham
2/3/2022

Date

Date



**Dr. Donde Plowman, Chancellor
The University of Tennessee, Knoxville**

2/18/2022

Date

DocuSigned by:



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Chris Cimino

Sr. Vice Chancellor for Finance & Administration

Date: 2/22/2022

