

AMENDMENT NUMBER 3 TO EMPLOYMENT AGREEMENT

This is Amendment Number 3 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** (“University”) and **ALISON OJEDA** (“Coach”) that became effective on July 1, 2019, as amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment that each became effective on October 28, 2020, Amendment Number 1 that became effective on July 14, 2021, and Amendment Number 2 that became effective on August 31, 2023. In consideration of the covenants contained in this Amendment Number 3, 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 extend the Term of the Employment Agreement until June 30, 2029. Accordingly, Article I, Section 1.2 is amended by deleting the date of “June 30, 2028” and substituting the date of “June 30, 2029.”

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

SECTION 2.1. BASE PAY. As payment and consideration for the services to be performed by Coach under this Agreement, the University agrees to pay Coach an annualized 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, 2019 – June 30, 2020	\$150,000
July 1, 2020 – June 30, 2021	\$155,000
July 1, 2021 – June 30, 2022	\$200,000
July 1, 2022 – June 30, 2023	\$200,000
July 1, 2023 – June 30, 2024	\$210,000
July 1, 2024 – June 30, 2025	\$230,000
July 1, 2025 – June 30, 2026	\$230,000
July 1, 2026 – June 30, 2027	\$230,000
July 1, 2027 – June 30, 2028	\$230,000
July 1, 2028 – June 30, 2029	\$230,000

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. The Base Pay is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University on its exempt employees.

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

SECTION 2.2. INCENTIVE COMPENSATION. In recognition of exemplary athletic performance by the Team and the additional work required by Coach therewith, and as an incentive for Coach to assist the Team in achieving the goals described below, the University agrees to pay Coach, if earned, annual incentive compensation in an amount equal to the sum of the highest amounts described in Sections 2.2.1-2.2.4, subject to all applicable state and federal tax reporting and withholding requirements:

Section 2.2.1. Coach is eligible to receive a maximum of one (1) incentive payment per Contract Year under this Section 2.2.1, which shall be based on the highest achievement of the Team's appearance (defined as the participation of six (6) or more student-athletes) in the:

(a) NCAA Championship	\$40,000
(b) NCAA Tournament Round of 2	\$35,000
(c) NCAA Tournament Round of 4	\$30,000
(d) NCAA Tournament Round of 8	\$20,000
(e) NCAA Tournament Round of 16	\$15,000
(f) NCAA Tournament	\$10,000

Section 2.2.2. Winning the regular season SEC Team Championship or the SEC Tournament Championship \$10,000

Section 2.2.3. Coach wins ITA National Coach of the Year Award \$5,000

Section 2.2.4. Coach wins the SEC Coach of the Year Award \$2,500

Annual incentive compensation due under this Section 2.2 shall be paid by the University on or before sixty (60) days following the conclusion of the NCAA Team Championship for the women's tennis season in which the goal was achieved. However, annual incentive compensation described in this Section 2.2 shall be earned by and payable to Coach only if Coach is employed as Head Women's Tennis Coach at the University on the day of the event that forms the basis for the incentive compensation.

Article III, Section 3.1.2 is amended by deleting that section in its entirety and substituting the following:

Section 3.1.2. University Separation Payment. If the University terminates this Agreement without cause, then the University shall pay Coach a separation payment (the "University Separation Payment") in accordance with the following schedule:

<u>Date of Termination by the University</u>	<u>Amount of University Separation Payment</u>
July 1, 2021 – June 30, 2029	Fifty percent (50%) of the Base Pay (prorated) that would have been owed to Coach for the remainder of the Term as of the University Termination Date

Article III, Section 3.3.2 is amended by deleting that section in its entirety and substituting the following:

Section 3.3.2 Coach Separation Payment and Separation Payment Schedule. If Coach terminates this Agreement without cause, then Coach (or a third party on Coach’s behalf) shall pay the University a separation payment (the "Coach Separation Payment") in accordance with the following schedule:

<u>Coach Termination Date</u>	<u>Coach Separation Payment</u>
July 1, 2021 – June 30, 2029	Fifty percent (50%) of the Base Pay (prorated) that would have been owed to Coach for the remainder of the Term as of the University Termination Date

Payment of the Coach Separation Payment shall be made to the University within forty-five (45) days of the Coach Termination Date.

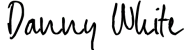
Except as revised by this Amendment Number 3, the Employment Agreement, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 3 to Employment Agreement on the dates shown below.

[SIGNATURE PAGE TO FOLLOW]

THE UNIVERSITY OF TENNESSEE


By:

Signed by:

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Dr. Daniel White
Vice Chancellor and
Director of Athletics
The University of Tennessee,
Knoxville

8/28/2024 | 06:27:33 PDT

Date

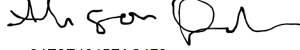
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Dr. Donde Plowman
Chancellor
The University of Tennessee,
Knoxville

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Date

ALISON OJEDA

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Alison Ojeda

8/27/2024 | 06:46:25 PDT

Date