

AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University") and **ANTHONY GREGORY VITELLO** ("Coach") that became effective on June 19, 2019, as amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment that each became effective on November 10, 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 extend the Term of the Employment Agreement by two (2) years. Accordingly, Article I, Section 1.2 is amended by deleting the date of "June 30, 2024" and substituting the date of "June 30, 2026."

Article II, Section 2.1 is amended by 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, 2021 – June 30, 2022	\$350,000
July 1, 2022 – June 30, 2023	\$350,000
July 1, 2023 – June 30, 2024	\$350,000
July 1, 2024 – June 30, 2025	\$350,000
July 1, 2025 – June 30, 2026	\$350,000

The University shall pay the Base Pay in 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 or merit 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 2.2.1 is amended by deleting that section in its entirety and substituting the following:

Section 2.2.1 Supplemental Pay. The University agrees to pay Coach additional annualized compensation payable from income earned by the University under the University’s various broadcast, endorsement, and/or consultation contracts (“Supplemental Pay”) in an amount equal to the sum of (i) One Million One Hundred Fifty Thousand Dollars (\$1,150,000) plus (ii) seventy-five percent (75%) of any revenue received by the University from an endorsement or consultation contract with a bat/equipment manufacturer in excess of one hundred thousand dollars (\$100,000) in revenue, subject to all applicable state and federal tax reporting and withholding requirements. (For example, if the University receives \$200,000 in revenue from an endorsement contract with a bat/equipment manufacturer, then the University will pay Coach Supplemental Pay in an amount of \$1,225,000.) The University shall pay the Supplemental Pay to Coach in equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial years or months prorated. Supplemental Pay shall not be increased in accordance with the terms of any across the board or merit salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Article II, Section 2.3.1 is amended by deleting subsection (h) in its entirety and substituting the following, and by adding a new subsection (i), as follows:

- (h) Appearance in the NCAA College World Series Championship series 32% of Base Pay
- (i) NCAA College World Series Champion 40% of Base Pay

Article II is amended by adding a new Section 2.3.3 as follows:

Section 2.3.3 Academic Progress Rate. A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- (a) Single year APR of above 980 \$25,000
- (b) Single year APR of 960 - 980 \$15,000

For any year(s) during the Term in which APR is not calculated by the NCAA, achievement of the goal in subsection (a) above will be based on a Team GPA of above 3.3 and achievement of the goal in subsection (b) above will be based on a Team GPA of 3.1 – 3.3.

Article II is amended by adding a new Section 2.10 as follows:

Section 2.10 Minimum Salary Pool for Assistant Coaches and Support Staff. The University shall allocate a minimum salary pool of Nine Hundred Thousand Dollars (\$900,000) per year during the Term for compensation of the Team’s full-time assistant coaches and other baseball support staff members. Coach will have discretion to allocate funds from the salary pool at his discretion, with the prior approval of the Athletics Director. This salary pool allotment is subject to annual increases pursuant to competitive success of the Team and conference/national marketplace trends, as determined in the sole discretion of the Athletics Director.

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>University Termination Date</u>	<u>University Separation Payment</u>
July 1, 2021 – June 30, 2024	One hundred percent (100%) of the aggregate Base Pay plus Supplemental Pay that would have been owed to Coach for the remainder of the Term as of the University Termination Date
July 1, 2024 – June 30, 2026	Fifty percent (50%) of the aggregate Base Pay plus Supplemental Pay that would have been owed to Coach for the remainder of the Term as of the University Termination Date

Article III, Section 3.1.3 is amended by deleting that section in its entirety and substituting the following:

Section 3.1.3 University Separation Payment Schedule. Payment of the University Separation Payment shall be made in equal monthly installments over the number of months remaining during the otherwise unexpired Term, subject to all applicable state and federal tax reporting and withholding requirements, with the first monthly installment payment due on or before the last day of the month following the University Termination Date (e.g., if the Agreement is terminated on October 15, then the first monthly installment would be due on or before November 30). Within a reasonable time following the termination of this Agreement without Cause pursuant to this Section 3.1, the parties shall provide each other with contact information sufficient to facilitate the provision of the notices, documents, and information required by this Section 3.1.

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, 2022	\$1,000,000
July 1, 2022 – June 30, 2023	\$1,000,000
July 1, 2023 – June 30, 2024	\$750,000
July 1, 2024 – June 30, 2025	\$250,000
July 1, 2025 – June 30, 2026	\$0

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

Article III, Section 3.3.5 is amended by deleting that section in its entirety and substituting the following:

Section 3.3.5 Notification of Athletics Director About Any Discussions Concerning Other Employment. Coach shall promptly notify the Athletics Director in the event Coach (or any individual or entity acting on behalf of Coach) has any discussions with any college or university or a professional baseball entity (or any individual acting on behalf of the entity) regarding potential employment by or with another college or university or a professional baseball entity.

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

ANTHONY GREGORY VITELLO

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

7/13/21
Date

DocuSigned by:

Anthony Gregory Vitello

7/13/2021
Date


Dr. Donde Plowman
Chancellor
The University of Tennessee,
Knoxville

7/13/2021
Date