

AMENDMENT NUMBER 3 TO EMPLOYMENT AGREEMENT

This is Amendment Number 3 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** at Martin ("University") and **KURT MCGUFFIN** ("McGuffin") that was fully executed on June 20, 2017, as amended by Amendment Number 1 that became effective on November 30, 2018, the Uniform Amendment that became effective on May 11, 2020, and Amendment Number 2 that became effective on September 3, 2020 (the "Employment Agreement").

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:

Article I, Section 1.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

SECTION 1.2. The term of this Agreement shall be from December 20, 2023, through June 30, 2030, unless sooner terminated as provided in this Agreement (the "Term"). The parties agree that the effective date of this Agreement shall be December 20, 2023, even if the Agreement's execution date is subsequent thereto. The University may allow the Term to expire and elect not to renew McGuffin's employment as Athletics Director without complying with any University Rules applicable to staff-exempt employees who do not serve under a contract of employment for a definite term. Oral agreements to renew or extend the Term are invalid and nonbinding.

Article II, Section 2.1 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

SECTION 2.1. Effective January 1, 2024, the University, as payment and consideration for the services to be performed by McGuffin, as set forth herein, agrees to pay McGuffin guaranteed gross base compensation in the amount of One Hundred Seventy Eight Thousand Five Hundred Twenty Dollars (\$178,520.00), from January 1, 2024 to December 31, 2024; One Hundred Eighty Six Thousand Five Hundred Twenty Dollars (\$186,520.00), from January 1, 2025 to December 31, 2025; and One Hundred Ninety Two Three Hundred Twenty Seven Dollars (\$192,327.00), from January 1, 2026 through the end of the Term. The University shall pay the Base Pay to McGuffin in equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial years or months prorated. The Base Pay may be increased, subject to the University's discretion, 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 XV, Section 15.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 15.2 This Agreement shall not be binding on the University until signed by the Chancellor of the University of Tennessee at Martin. This Agreement may only be

modified by a writing signed by McGuffin and the Chancellor of the University of Tennessee at Martin.

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

IN WITNESS WHEREOF, the parties have executed this Amendment Number 3 on the dates indicated below.

THE UNIVERSITY OF TENNESSEE

By:


Dr. Yancy E. Freeman
Chancellor, The University
of Tennessee at Martin

12-21-2023

Date

KURT MCGUFFIN



Kurt McGuffin

1/2/2024

Date