

EMPLOYMENT AGREEMENT
VICE CHANCELLOR AND DIRECTOR OF ATHLETICS

This Employment Agreement ("Agreement") is entered into between **THE UNIVERSITY OF TENNESSEE**, for and on behalf of The University of Tennessee, Knoxville ("UTK") and UTK's Athletics Department (collectively, the "University"), and **DANIEL J. WHITE** ("White").

In consideration of the covenants contained in this Agreement, and for other purposes, the University and White have entered into this Agreement.

with the University's athletics

- (p) Serving as the official spokesperson of the Athletics Department in matters of athletics policy in accordance with University Rules and organization;
- (q) Preparing, reviewing, and managing the Athletics Department budget and receiving appropriate administrative support for budget priorities as well as budget approval;
- (r) Reviewing and approving Athletics Department operating expenditures;
- (s) Directing the management, maintenance and development of the Athletic Department's physical plant and facilities;
- (t) Representing the Athletics Department at conference and national levels;
- (u) Performing the duties of a campus security authority under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the duties of a mandatory reporter under the University's Title

Termination Date, and White shall be eligible for any post-termination benefits applicable to other regular full-time employees who terminate employment with the University (e.g., COBRA) except White voluntarily waives all rights to receive compensation for accrued and unused annual leave. Payment of the University Separation Payment is in lieu of all other legal remedies or equitable relief. Upon termination of this Agreement pursuant to this Article VII, White shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of White's position as Athletics Director.

Section 7.7 As a condition of being eligible to receive the University Separation Payment, White shall be required to: (i) execute a waiver and release of claims substantially in the form attached as **Exhibit C** (which may be modified to conform to subsequent changes in the law or by mutual agreement of the parties), which is incorporated herein by reference, ~~as if the foregoing were the only terms of the agreement between the parties.~~

or employed by the University, and/or the Athletics Department's compliance office;

(b)

Conduct or omission(s) by a coach or another person under White's direct or indirect control or authority
Subject to White's direct or indirect control or authority

- (i) Fraud or dishonesty by White in the performance of his duties under this Agreement;
- (j) White's direct or indirect sale of complimentary tickets or admissions to a University athletics event provided to him;
- (k) The provision of false, misleading, or incomplete material information relevant to the conduct of University business or an investigation conducted by the NCAA, the SEC, **iB**

Section 8.5 If the University terminates White's employment for Cause pursuant to this Article VIII, then all obligations of the University to White under this Agreement (including the obligation to provide any compensation or other payments or benefits under Article II) other than earned or accrued but unpaid compensation and the obligations in this Article VIII shall cease as of the termination date. White voluntarily waives all rights to receive compensation for accrued and unused annual leave. White shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of White's position as Athletics Director from the University.

Section 8.6 For any one or more acts, omissions, or events that could be grounds for termination for Cause under this Article VIII, the University in its sole discretion may take other disciplinary or corrective action against White short of terminating White's employment. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (i) written reprimand; (ii) suspension with pay; (iii) suspension without pay (not to exceed ninety (90) calendar days); or (iv) reassignment to another position with the University, including without limitation a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action. The University shall have no obligation to use progressive discipline, and any University decision to utilize progressive discipline shall not create any future obligation on the University to utilize progressive discipline.

Section 8.7 Prior to the effective date of termination of White's employment for Cause or the suspension of White without pay under this Article VIII, the University shall afford White notice and an opportunity to meet personally with the Chancellor within 24 hours of such notice to

purposes notwithstanding the termination of White's employment.

ARTICLE IX – TERMINATION UPON DEATH OR DISABILITY

Section 9.1 White's employment shall terminate automatically upon the death of White, and all salary, compensation, benefits, and perquisites shall terminate as of the last day of the calendar month in which death occurs, except that the executor or administrator of White's estate or other beneficiary specifically designated in writing shall be paid any death benefits due White under any University policy now in effect or hereafter adopted by the University.

Section 9.2 White's employment shall terminate automatically if White becomes unable to perform the essential functions of his job, with or without reasonable accommodations, due to a disability (as defined by the Americans with Disabilities Act and the Tennessee state law equivalent), as determined by the University in good faith. If applicable, the University will engage in an interactive process with White to determine whether White can be reasonably accommodated. If White's employment is terminated pursuant to

Section 10.3 The parties have bargained for and agreed to the White Separation Payment, giving consideration to the fact that White's promise to work for the University for the entire Term is an essential consideration in the University's decision to employ him as the Athletics Director and the fact that the University will commit substantial financial resources to the success of the UTK Athletics Department and that if White terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which could include, but not be limited to, additional expenses to search for another vice chancellor and director of athletics, salary or other compensation to hire another vice chancellor and director of athletics, and tangible and intangible detriment to the UTK Athletics Department and support of its fans and donors. Accordingly,

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suspension, the public announcement thereof, or the University's release of information or documents required by law. White acknowledges that in the event of the termination or suspension of White's employment for Cause, or otherwise, White shall have no right to occupy the position of the Athletics Director and White's sole remedies are provided for in this Agreement and shall not extend to injunctive relief.

Section 11.2 The financial consequences of the termination of White's employment pursuant to Article X are exclusively set forth in this Agreement. In any insta-0.00141171012 in 8 Tw 0.304 0erminatin

- (e) He is not restricted from entering into this Agreement by any conflicting obligations to another authority, person, body, or entity; and
- (f) He has never been convicted of, pled guilty to, or pled nolo contendere to a criminal act that constituted either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses).

Section 12.2 White agrees that a breach of any representation or warranty contained in Article XII shall be a material breach of this Agreement that is not capable of being

Section 13.4 “SEC” shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 13.5 “University Rules” shall mean all present or future policies, procedures, rules, regulations, and guidelines of the University, including but not limited to policies of the UTK Athletics Department.

ARTICLE XIV – MISCELLANEOUS

Section 14.1 This Agreement, including Exhibits A-C, contains the complete agreement between the parties concerning White’s employment as Athletics Director, and expressly replaces and supersedes all previous agreements between the parties, whether written or oral, regarding the subject matter of the Agreement. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 14.2 This Agreement may only be modified by a writing signed by White and the Chancellor.

Section 14.3 The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 14.4 White acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied contract modifying any part of this Agreement. White acknowledges that his employment with the University is not a tenure-track position and shall not lead to tenure, nor shall White be afforded any rights under UTK’s Faculty Handbook.

Section 14.5 This Agreement shall be interpreted in accordance with Tennessee law.

Section 14.6 The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 14.7 Upon the expiration of the Term or earlier termination of this Agreement for any reason, White agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to White by the University the amount of any indebtedness owed to the University by White.

Section 14.8 Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either: (i) delivered in person, (ii) sent via electronic mail, or (iii) sent by a nationally recognized delivery service (e.g., FedEx, etc.). Notice shall be deemed given when the written notice is: (i) delivered in person, (ii) sent via electronic mail, or (iii) placed with a nationally recognized delivery service. Notice to White shall be sent to his campus office or to his University-provided e-mail account(s), with a copy of such notice delivered to White’s representative, as follows:

Section 14.16 White acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 14.17 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the University and White.

Section 14.18 This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

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the relevant governing body has determined the national champion for the respective sport.

D. Men's or Women's Basketball

- i. White shall be entitled to incentive compensation equaling one percent (1%) of his then current Base Salary if UTK's men's basketball teams earn a bid to the NCAA Men's Division I Basketball Tournament. This incentive compensation shall be considered "achievement" for purposes of the 2017-18 UTK Faculty Salary Schedule. (a) 1% of 2017-18 UTK Faculty Base Salary (b) 1% of 2018-19 UTK Faculty Base Salary (c) 1% of 2019-20 UTK Faculty Base Salary (d) 1% of 2020-21 UTK Faculty Base Salary (e) 1% of 2021-22 UTK Faculty Base Salary (f) 1% of 2022-23 UTK Faculty Base Salary (g) 1% of 2023-24 UTK Faculty Base Salary (h) 1% of 2024-25 UTK Faculty Base Salary (i) 1% of 2025-26 UTK Faculty Base Salary (j) 1% of 2026-27 UTK Faculty Base Salary (k) 1% of 2027-28 UTK Faculty Base Salary (l) 1% of 2028-29 UTK Faculty Base Salary (m) 1% of 2029-30 UTK Faculty Base Salary (n) 1% of 2030-31 UTK Faculty Base Salary (o) 1% of 2031-32 UTK Faculty Base Salary (p) 1% of 2032-33 UTK Faculty Base Salary (q) 1% of 2033-34 UTK Faculty Base Salary (r) 1% of 2034-35 UTK Faculty Base Salary (s) 1% of 2035-36 UTK Faculty Base Salary (t) 1% of 2036-37 UTK Faculty Base Salary (u) 1% of 2037-38 UTK Faculty Base Salary (v) 1% of 2038-39 UTK Faculty Base Salary (w) 1% of 2039-40 UTK Faculty Base Salary (x) 1% of 2040-41 UTK Faculty Base Salary (y) 1% of 2041-42 UTK Faculty Base Salary (z) 1% of 2042-43 UTK Faculty Base Salary (aa) 1% of 2043-44 UTK Faculty Base Salary (ab) 1% of 2044-45 UTK Faculty Base Salary (ac) 1% of 2045-46 UTK Faculty Base Salary (ad) 1% of 2046-47 UTK Faculty Base Salary (ae) 1% of 2047-48 UTK Faculty Base Salary (af) 1% of 2048-49 UTK Faculty Base Salary (ag) 1% of 2049-50 UTK Faculty Base Salary (ah) 1% of 2050-51 UTK Faculty Base Salary (ai) 1% of 2051-52 UTK Faculty Base Salary (aj) 1% of 2052-53 UTK Faculty Base Salary (ak) 1% of 2053-54 UTK Faculty Base Salary (al) 1% of 2054-55 UTK Faculty Base Salary (am) 1% of 2055-56 UTK Faculty Base Salary (an) 1% of 2056-57 UTK Faculty Base Salary (ao) 1% of 2057-58 UTK Faculty Base Salary (ap) 1% of 2058-59 UTK Faculty Base Salary (aq) 1% of 2059-60 UTK Faculty Base Salary (ar) 1% of 2060-61 UTK Faculty Base Salary (as) 1% of 2061-62 UTK Faculty Base Salary (at) 1% of 2062-63 UTK Faculty Base Salary (au) 1% of 2063-64 UTK Faculty Base Salary (av) 1% of 2064-65 UTK Faculty Base Salary (aw) 1% of 2065-66 UTK Faculty Base Salary (ax) 1% of 2066-67 UTK Faculty Base Salary (ay) 1% of 2067-68 UTK Faculty Base Salary (az) 1% of 2068-69 UTK Faculty Base Salary (ba) 1% of 2069-70 UTK Faculty Base Salary (bb) 1% of 2070-71 UTK Faculty Base Salary (bc) 1% of 2071-72 UTK Faculty Base Salary (bd) 1% of 2072-73 UTK Faculty Base Salary (be) 1% of 2073-74 UTK Faculty Base Salary (bf) 1% of 2074-75 UTK Faculty Base Salary (bg) 1% of 2075-76 UTK Faculty Base Salary (bh) 1% of 2076-77 UTK Faculty Base Salary (bi) 1% of 2077-78 UTK Faculty Base Salary (bj) 1% of 2078-79 UTK Faculty Base Salary (bk) 1% of 2079-80 UTK Faculty Base Salary (bl) 1% of 2080-81 UTK Faculty Base Salary (bm) 1% of 2081-82 UTK Faculty Base Salary (bn) 1% of 2082-83 UTK Faculty Base Salary (bo) 1% of 2083-84 UTK Faculty Base Salary (bp) 1% of 2084-85 UTK Faculty Base Salary (bq) 1% of 2085-86 UTK Faculty Base Salary (br) 1% of 2086-87 UTK Faculty Base Salary (bs) 1% of 2087-88 UTK Faculty Base Salary (bt) 1% of 2088-89 UTK Faculty Base Salary (bu) 1% of 2089-90 UTK Faculty Base Salary (bv) 1% of 2090-91 UTK Faculty Base Salary (bw) 1% of 2091-92 UTK Faculty Base Salary (bx) 1% of 2092-93 UTK Faculty Base Salary (by) 1% of 2093-94 UTK Faculty Base Salary (bz) 1% of 2094-95 UTK Faculty Base Salary (ca) 1% of 2095-96 UTK Faculty Base Salary (cb) 1% of 2096-97 UTK Faculty Base Salary (cc) 1% of 2097-98 UTK Faculty Base Salary (cd) 1% of 2098-99 UTK Faculty Base Salary (ce) 1% of 2099-00 UTK Faculty Base Salary (cf) 1% of 2100-01 UTK Faculty Base Salary (cf)

- the first down of the relevant football game is played.
- iii. White shall be entitled to incentive compensation equaling five percent (5%) of his then current Base Salary if UTK's football team participates in the College Football Playoff. This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.

- a. For football, one Neyland Stadium skybox, including the sixteen (16) admission tickets required in connection therewith;
- b. Up to six (6) additional football season tickets;
- c. Up to six (6) men's basketball season tickets;
- d. Up to six (6) women's basketball season tickets;
- e. Up to six (6) baseball season tickets;
- f. Up to six (6) softball season tickets;
- g. Up to six (6) away game tickets for each of football, men's basketball, and women's basketball;
- h. Up to six (6) post-season tickets for football, men's basketball, and women's basketball;
- i. For post-season football, men's basketball, and women's basketball play, one (1) hotel room suite.

The benefits outlined in this Exhibit B are subject to all applicable state and federal tax reporting and withholding requirements.

EXHIBIT C

RELEASE AGREEMENT

This Release Agreement (“Release Agreement”) is entered into by and between **THE UNIVERSITY OF TENNESSEE** (“University”), an instrumentality of the State of Tennessee, for and on behalf of the University of Tennessee, Knoxville (“UTK”) and UTK’s Athletics Department, a

3. White acknowledges that the claims he is releasing may arise under many different laws, including, but by no means limited to: the Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act (“OWBPA”); Title VII of the Civil Rights Act of 1964; the Tennessee Human Rights Act; Section 1983 of the Civil Rights Act of 1866; the Equal Pay Act; the Americans With Disabilities Act (“ADA”) and the Rehabilitation Act of 1973; the Family and Medical Leave Act of 1993 and any corresponding state laws; USERRA and any other laws relating to veterans’ reemployment rights. White also acknowledges that the claims he is releasing include any claims under any tort or contract theory, including without limitation for breach of the Employment Agreement. White certifies that he has suffered no workplace injuries for which he has not already filed a workers’ compensation claim.

4. White acknowledges that he is entering into this Release Agreement voluntarily. He undersandw [(b)-5.3 (re)-5.5 (n)]TJ0 Tc 0 Tw 4.315 0 Td()n 1.734e1196 Twe8.739 0 Td[()-190 Tc 6c 0.011 Tw 5.19.542

8. The University hereby expressly advises White to consult with an attorney before executing this Release Agreement. White acknowledges that he has been provided the opportunity to consult with counsel before executing this Release Agreement.

9. White has twenty-one (21) calendar days from receipt of this Release Agreement to consider whether to sign the Release Agreement. In order to accept the terms of this Release Agreement White must sign below, and returning it to the University's Office of the General Counsel, to the attentionb5 (o)13.4 (

16. This Release Agreement shall be construed as a whole according