

FIRST AMENDMENT TO HEAD COACH EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT ("Amendment") to the April 1, 2024 Head Coach Employment Agreement between Jerrod Calhoun ("Coach") and Utah State University ("USU") ("Agreement"), is made and entered into by and between USU and Coach as of the last date of signature set forth below ("Effective Amendment Date"). USU and Coach each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into the Agreement and now wish to amend and revise the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 4.1(a) of the Agreement is replaced with the following amended Section 4.1(a):

a) **Base Annual Salary.** A "Base Annual Salary" minus applicable taxes and withholdings which will be earned daily on a pro-rata basis and payable in substantially equal installments (as of the Effective Amendment Date, semi-monthly), in accordance with normal USU procedures at the rate set forth in the below schedule:

Contract Year	Base Annual Salary
Year 1	\$625,000
Year 2	\$1,550,000
Year 3	\$1,575,000
Year 4	\$1,600,000
Year 5	\$1,625,000 *pro-rated for any period after March 31, 2029

2. Section 5.12 of the Agreement is replaced with the following amended Section 5.12:

5.12 Assistant Coaches and Team Operations Personnel. Unless otherwise prohibited by University Rules, Coach shall have the responsibility and the sole authority to recommend to the Director the hiring of assistant coaches for the Team and other staff members who report directly to Coach with the final hiring decision to be made mutually by the Coach and the Director. Subject to University Rules and final approval by the Director, Coach may terminate Team assistant coaches and staff who report directly to Coach or make other employment sanction decisions regarding any Team assistant coach or Team staff (as applicable). The Athletics Department will annually allocate (i) a salary pool of seven hundred and fifty thousand dollars (\$750,000) to fund Team assistant coach positions, and (ii) a salary pool of one hundred and fifty thousand dollars (\$150,000) to fund other Team operations and administrative positions. Director will annually review the total salary pool with Coach at the conclusion of each Contract Year and may, at Director's discretion, increase the total salary pool for the upcoming Contract Year by an amount not to exceed \$100,000. The Director and Coach will coordinate regarding the allocation of the salary pools provided for the Men's Basketball

program; however, the Director retains final decision-making authority regarding all salary and budget decisions.

3. Section 7.1 of the Agreement is replaced with the following amended Section 7.1:

7.1 Termination by USU. Subject to the terms of this Agreement, USU may terminate this Agreement for convenience (also commonly referred to as a without cause basis). In the event USU terminates this Agreement for convenience during the Term, including any extension thereof, USU will be responsible to pay liquidated damages in the amount of fifty percent (50%) of the "Cumulative Remaining Salary" which is the prorated amount of the total of the Base Annual Salary and Media Compensation remaining in the Term that would have been due to Coach, had the Agreement not been terminated. The Cumulative Remaining Salary specifically excludes all other forms of compensation, including, but not limited to, the value of any USU benefits (health, retirement, life insurance, etc.), vehicle access, unachieved incentive compensation, youth sports camps, etc., except compensation and benefits of any kind (including reimbursements) that were earned, due, vested or accrued prior to the effective date of termination. If USU terminates this Agreement for convenience, USU will not be obligated to pay any other amounts, benefits, or damages to Coach other than the liquidated damages set forth in this Section 7.1. Coach agrees that such liquidated damages shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this Agreement. Termination under this section shall be effective upon Coach's receipt of written notice from either the Director or USU's President unless a different date is provided in the written notice. Such notice may be delivered by mail or email.

4. Section 7.2 of the Agreement is replaced with the following amended Section 7.2:

7.2 Termination by Coach. Subject to the terms of this Agreement, Coach may terminate this Agreement for convenience (also commonly referred to as a without cause basis). In the event Coach terminates this Agreement for convenience, Coach will be responsible to pay, or cause a third party to pay, liquidated damages in the amount of seventy percent (70%) of the Cumulative Remaining Salary, as defined in Section 7.1. If Coach terminates this Agreement for convenience, then (a) USU will not be obligated to pay any amounts, benefits, or damages to Coach other than Base Annual Salary, Incentive Compensation, Media Compensation, and/or benefits earned, due, vested or accrued PRIOR to the date of termination under this section; and (b) Coach shall not be entitled to receive any further compensation or benefits under this Agreement which have not been earned as of the date of termination (including any achieved Incentive Compensation which has not yet been paid). Termination under this section, unless otherwise agreed to by the Parties in writing, shall be effective upon the earlier of (i) the date of USU's receipt (via the Director or USU's President) of written notice (by mail or email) from Coach or Coach's agent or verbal notice from Coach or Coach's agent with written confirmation of receipt of such verbal notice from Director or USU's President; or (ii) the date of any public announcement of Coach accepting a new full-time position with any third party made by Coach,

Coach's agent, or a bona fide new employer of Coach from an official or office with authority to represent the new employer (e.g., University President or Director of Athletics).

5. Section 7.4(b) of the Agreement is replaced with the following amended Section 7.4(b):

b) If Coach terminates the Agreement for convenience under Section 7.2, then the first fifty percent (50%) of the total liquidated damages due to USU shall be paid within ninety (90) days of termination, with the second fifty percent (50%) due within six (6) months of termination.

ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN EFFECT.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Amendment Date.

UTAH STATE UNIVERSITY

By: Diana Sabau

Diana L. Sabau

Vice President and Director of Athletics

Date: 03/26/2025

JERROD CALHOUN

By: Jerrold Calhoun
Jerrold Calhoun (Mar 25, 2025 12:03:02)

Date: 25/03/25