

SECOND EMPLOYMENT CONTRACT AMENDMENT

WHEREAS, VIRGINIAPOLYTECHNIC INSTITUTE AND STATE UNIVERSITY (hereinafter referred to as the "University") and JOHN J. SZEFC (hereinafter referred to as "SzeFc") entered into an Employment Contract effective June 8, 2017, and a First Employment Contract Amendment effective July 1, 2021, (collectively referred to as the "Contract"); and

WHEREAS, the University and SzeFc are desirous of altering and amending said Contract to reflect a new Contract Term, Pay Increase, Retention Incentives, and Stipulated Damages; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the University and SzeFc agree as follows:

A. Article II. The parties desire to extend the term of the contract; therefore, "June 30, 2027" shall be deleted from Article II and replaced with "June 30, 2030." Additionally, the following language is added at the end of Article II: "Each season in which the University Baseball Team participates in an NCAA Regional shall automatically trigger a one (1) year extension on terms and conditions no less favorable to Coach than those existing in the last year of the Term at the time the extension is earned. For purposes of example only, if the University Baseball Team participates in an NCAA Regional in 2027, one (1) year shall automatically be added to the Term (2030-31) as follows: (1) base annual salary - \$500,000; (2) supplemental compensation - \$445,000; (3) retention bonus - \$50,000; (4) Stipulated Damages to SzeFc - 75% of remaining base annual salary and supplemental compensation; and (5) Stipulated Damages to University - \$250,000."

B. Article III, COMPENSATION. The University and SzeFc recognize the commitment that SzeFc has made to the University. As such, Article III, Section A, Annual Salary, shall be modified by adding Subsection 10 as follows:

10. Beginning August 25, 2026, University will pay SzeFc a base annual salary of Five Hundred Thousand Dollars (\$500,000.00).

C. Article III, COMPENSATION. The University and SzeFc recognize the commitment that SzeFc has made to the University. As such, Article III, Section J, Entire Compensation, will be renumbered as Article III, Section K, Entire Compensation. Additionally, a new Article III, Section J, Supplemental Compensation shall be added as follows:

University will pay SzeFc annual supplemental compensation consistent with the University pay schedule, currently monthly, as follows:

1. Beginning August 25, 2026, University will pay Szefer annual supplemental compensation of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00);
2. Beginning July 1, 2027, University will pay Szefer annual supplemental compensation of Three Hundred Fifteen Thousand Dollars (\$315,000.00);
3. Beginning July 1, 2028, University will pay Szefer annual supplemental compensation of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00); and
4. Beginning July 1, 2029, University will pay Szefer annual supplemental compensation of Four Hundred Thousand Dollars (\$400,000.00).

D. Article III, COMPENSATION. The University and Szefer recognize the commitment that Szefer has made to the University. As such, Article III, Section E, Recognition of Exemplary Performance, Subsection 1(a) through (e), Athletic Achievement Incentive Compensation, shall be deleted in their entirety and replaced with following:

E. Recognition of Exemplary Performance.

The Director of Athletics may recommend to the University that Szefer be recognized for exemplary performance. Upon receipt of such recommendation, the University may award appropriate recognition to Szefer. Such recognition may, but need not, take the form of a monetary award. In any event, in addition to any recognition and/or bonus pursuant to the previous three sentences, the University agrees that the bonus structure hereinafter set out applies throughout this Contract:

1. Cumulative and Non-Cumulative Athletic Achievement Incentive Compensation. Subsections a through d shall be cumulative and paid for each achievement earned. Subsection e shall be non-cumulative and paid for the highest achievement earned.

a. In any season the University Baseball Team wins the Atlantic Coast Conference regular season championship (or other conference with which the University is affiliated), University shall pay Szefer a bonus of \$25,000.00.

b. In any season the University Baseball Team wins the Atlantic Coast Conference tournament championship (or other conference with which the University is affiliated), University shall pay Szefer a bonus of \$25,000.00.

c. In any season Szefer is named "conference coach of the year," whether the title is solo or shared, University shall pay Szefer a bonus of \$25,000.00;

d. In any season Szefer is named "National Coach of the Year," by Baseball America, Collegiate Baseball, USA Today, D1 Baseball.com, Perfect Game, the American Baseball Coaches Association, or National Baseball Writers

Association, whether the title is solo or shared, University shall pay Szefer a bonus of \$50,000.00;

e. In any season the University Baseball Team plays in post-season game(s) in addition to the conference championship game, University shall pay Szefer the following bonuses:

(i) For playing in the NCAA Regional Tournament, University will pay Szefer \$20,000.00;

(ii) If Virginia Tech hosts an NCAA Regional Tournament, University will pay Szefer \$30,000.00;

(iii) For playing in the NCAA Super Regional Tournament, University will pay Szefer \$40,000.00;

(iv) If Virginia Tech hosts an NCAA Super Regional Tournament, University will pay Szefer \$50,000.00;

(v) For playing in the NCAA College World Series, University will pay Szefer \$75,000.00; and

(vi) For winning the NCAA College World Series, University will pay Szefer \$200,000.00.

E. Article III, COMPENSATION. The University and Szefer recognize the commitment that Szefer has made to the University. As such, Article III, Section E, Recognition of Exemplary Performance, Subsection 2, Academic Achievement Incentive Compensation, shall be deleted in its entirety.

F. Article III, COMPENSATION. The University and Szefer recognize the commitment that Szefer has made to the University. As such, Article III, Section J, Retention Bonus, shall be amended by adding subsections c through f as follows:

c. If Szefer is employed as the University's Head Baseball Coach on July 1, 2027, University shall pay Szefer a retention bonus of \$50,000.00; and

d. If Szefer is employed as the University's Head Baseball Coach on July 1, 2028, University shall pay Szefer a retention bonus of \$50,000.00.

e. If Szefer is employed as the University's Head Baseball Coach on July 1, 2029, University shall pay Szefer a retention bonus of \$50,000.00.

f. If Szefer is employed as the University's Head Baseball Coach on June 30, 2030, University shall pay Szefer a retention bonus of \$50,000.

G. Article III, COMPENSATION. The University and Szefc recognize the need to recruit and retain quality assistant coaches and reward them for success. As such, Article III, Section E, Subsection 1(f), Athletic Achievement Incentive Compensation, shall be deleted and replaced with the following:

f. University represents that it will incorporate by reference the following bonus structure in the contracts or letters of appointment of Szefc's three (3) full-time assistant coaches that will provide the following non-cumulative athletic achievement incentive compensation:

(i) In any year the University Baseball Team wins the Atlantic Coast Conference regular season and/or tournament championship (or other conference with which the University is affiliated), University shall pay each of the three (3) assistant coaches a bonus of \$10,000.00.

(ii) In any season the University Baseball Team plays in post-season game(s) in addition to the conference championship game, University shall pay each of the three (3) assistant coaches one of the following non-cumulative bonuses for the highest achievement:

- 1.) For playing in the NCAA Tournament, University will pay each assistant \$10,000.00;
- 2.) For playing in an NCAA Tournament Super Regional, University will pay each assistant \$20,000.00;
- 3.) For playing in an NCAA College World Series, University will pay each assistant \$30,000.00; or
- 4.) For winning the NCAA College World Series, University will pay each assistant \$50,000.00.

All bonuses and payments under Paragraph E(1) shall be paid within thirty (30) days of the event giving rise to the bonus (but shall be deemed to have been earned on the day they were achieved).

H. Article IV, STAFF AND SCHEDULING. The University and Szefc agree on the need to recruit and retain quality assistant coaches. As such, Article IV shall be deleted and replaced with the following:

Szefc shall have the right to select and retain, consistent with the baseball budget that has been approved by University, assistant coaches, and other personnel. As of July 1, 2026, University will provide a salary pool of up to \$760,000.00 for the annual compensation of assistant coaches and support staff. Additional funding may be available

upon the mutual agreement of Szefer and the Director of Athletics and subject to University policies.

Subject to available funding and the approval of the Director of Athletics, University shall increase the salary pool to \$790,000.00 on July 1, 2027; to \$825,000.00 on July 1, 2028; and to \$860,000 on July 1, 2029.

- I. Article IX, STIPULATED DAMAGES. The University and Szefer recognize the commitment that Szefer has made to the University. As such, Subsection 11 shall be deleted and replaced and a new Subsection 12 shall be added to Article IX, Section A, as follows:

11. If University terminates on or before July 1, 2027, University will pay Szefer 100% of his total remaining base annual salary and supplemental compensation from the date of termination through the expiration of the Term as if Szefer had not been terminated;

12. If University terminates after July 1, 2027, University will pay Szefer 75% of his total remaining base annual salary and supplemental compensation from the date of termination through the expiration of the Term as if Szefer had not been terminated.

If University terminates under this subsection, Coach's University fringe benefits set forth in Article III above, except COBRA, shall cease on the last day of the second month following termination. For the avoidance of doubt and by way of example, if Coach is terminated on June 10, 2028, his University fringe benefits will end on July 31, 2028.

- J. Article IX, STIPULATED DAMAGES. The University and Szefer recognize the commitment that University has made to Szefer. As such, Article IX, Section B, Subsection 11 shall be deleted and replaced and new Subsections 12, 13, and 14 shall be added as follows along with a new payment schedule as set forth below:

11. If Szefer terminates between July 1, 2026, and June 30, 2027, Szefer will pay University \$1,000,000.00;

12. If Szefer terminates between July 1, 2027, and June 30, 2028, Szefer will pay University \$750,000.00; or,

13. If Szefer terminates between July 1, 2028, and June 30, 2029, Szefer will pay University \$500,000.

14. If Szefer terminates between July 1, 2029, and the end of the University's 2030 baseball season, Szefer will pay University \$250,000.

In all other respects, the Agreement with the effective date of June 8, 2017, and the First Employment Contract Amendment effective July 1, 2021, shall remain in full force and effect and may not be further modified except by a writing signed by the University and Szefer.

EFFECTIVE: August 25, 2026.

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

 Date: 9/17/2026

Timothy D. Sands
President

 Date: 9/15/26

Brian White
Director of Athletics

 Date: 9/8/26

John J. Szefo