

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), between Cleveland State University (the “University”) and Daniyal Robinson (“Coach”), records the understanding of the parties as to the principal terms and conditions under which Coach will be employed as the Head Men’s Basketball Coach for Cleveland State University. Coach’s employment by the University is in all respects subject to finalization and execution of a definitive written Employment Agreement, the terms of which will supersede the terms of this MOU. In the interim this MOU shall serve to confirm our mutual intent as to the terms of your employment. The parties shall use diligent efforts to negotiate and execute the definitive Employment Agreement as soon as practicable but no later than May 19, 2022.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Employment Agreement:** April 6, 2022 to April 30, 2027

2. **Compensation:**
 - A. **Base Salary:** Coach Shall be paid at the following annual base salary rates as applicable to each May 1-April 30 contract year):
 - o 2022-23 - \$325,000 (pro-rated portion to be paid between April 6, 2022 and April 30, 2022)
 - o 2023-24 - \$325,000
 - o 2024-25 - \$325,000
 - o 2025-26 - \$325,000
 - o 2026-27 - \$325,000

In the event that the team advances to the NCAA tournament, and the program bonus referred hereafter in Section 4 has been provided to Coach at conclusion of same academic year, the base salary for all remaining future years will be increased to \$400,000 annually.

 - B. **Media Supplement:** Coach agrees to assist the University in assorted media obligations (e.g., radio and television show appearances). In exchange for Coach’s assistance, the University will guarantee Coach an additional \$25,000 per contract year in income for such services.

 - C. **Car Stipend:** University will provide Coach a monthly vehicle stipend in the amount of \$600.

 - D. **Moving Expenses:** The University will pay the reasonable costs of moving Coach’s household goods in an amount not to exceed \$20,000, with the services of a University-approved vendor. Coach will have an allowance of two (2) round trip airfares and accommodations for him and his family (spouse and children) to search for housing in the Cleveland area. The University will also reimburse the reasonable cost of temporary housing in the University area, in an amount not to exceed \$3,000 per month for a period of six (6) months, while Coach and his family are transitioning from their present residence to the University area. Reimbursement as referenced in this paragraph must be supported by appropriate receipts and vouchers. Should Coach voluntarily resign his employment with the University within the first year of the Employment Agreement, he shall reimburse the University for all moving, travel and temporary housing expenses paid or reimbursed by the University.

3. **Incentive Compensation:**
 - A. **Academic Bonus (no cap):**
 - Single-Year APR over 975 - \$7,500
 - or. Single-Year APR over 990 - \$10,000
 - or, Single-Year APR of 1000 - \$12,500
 - APR bonuses begin with 2022-23 Academic Progress Rating reporting in Fall of 2023

 - Horizon League All-Academic Team Honoree - \$10,000 (max of one student-athlete per year)
 - Horizon League Honor Roll Recognition - \$1,000 per student-athlete per season

 - Team GPA in Fall/Spring Semester of 2.8 or above - \$2,500, plus
 - Team GPA in Fall/Spring Semester of 3.0 or above - \$2,500

B. Team Performance Bonus (Maximum total of \$100,000 per year, provided that NCAA National Championship Bonus shall not count towards \$100,000 cap):

- Horizon League regular season championship (full or shared) - \$10,000
- Horizon League Tournament championship - \$15,000
- CBI/CIT Appearance (overall record must be above .500) - \$2,500
- CBI/CIT Championship - \$5,000
- NIT Appearance - \$5,000
- NIT Championship - \$10,000
- NCAA Opening Round and/or Round 1 victory (only one per year) - \$10,000
- NCAA Sweet 16 Appearance - \$10,000
- NCAA Elite 8 Appearance - \$25,000
- NCAA Final Four Appearance - \$50,000
- NCAA National Championship - \$50,000
- Conference Coach of the Year Award - \$10,000
- National Coach of the Year Award - \$25,000

4. Program Bonus:

\$25,000 annual bonus, payable if the Director of Athletics determines that all of the following conditions are satisfied as of the end of the contract year:

- No NCAA Level I or II violations committed, or potential NCAA Level I or Level II violations actively under investigation by the University and/or the NCAA or subject to ongoing NCAA infractions processes, at any time during the contract year; and
- The Team satisfies all then-current NCAA APR minimum threshold requirements as of the end of the contract year; and
- Coach has designed and fully implemented a proactive student-athlete conduct education plan regarding University and athletic department policies, team rules, etc. during the contract year, and has appropriately managed and (if within Coach's responsibilities) resolved any disciplinary issues involving Team members during the contract year; and
- Neither Coach nor any other member of the men's basketball program staff has committed any significant violation of University policies, procedures, rules or regulations during the contract year; and
- Coach has complied with all reasonable directions from Director of Athletics or the University President during the contract year; and
- The University has not received credible expressions of significant concern by a substantial portion of student-athletes on the Team in exit interviews conducted during the contract year with respect to (a) the men's basketball program's compliance with NCAA, league/conference or University policies, procedures, rules, regulations of legislation, or (b) student-athlete welfare, health and/or safety.

5. Scheduling:

The Director of Athletics is responsible for all scheduling responsibilities, however such duties may be delegated to Coach with the understanding that the following stipulations are met, unless otherwise approved by the Director of Athletics:

- Non-conference schedule adheres to all member conference scheduling mandates.
- Non-conference scheduling should generate a minimum of \$180,000 annually in guarantee revenue, which will be used as general operating revenue for the Department of Athletics.
- The University will budget a total of \$60,000 annually for purchasing a home guarantee game; alternatively, if agreed upon by Coach and the Director of Athletics, the aforementioned applicable amount may be applied, in whole or in part, to reduce the requirement that guarantee games resulting in not less than \$180,000 in net revenue to the University be scheduled for each season (*e.g.*, the parties may agree that only \$120,000 worth of road guarantee games need be scheduled for a season in lieu of using such amount to purchase home guarantee games).

5. Salary Pool: The University shall provide to Coach an annual salary pool of a maximum of \$450,000 to pay three (3) full-time assistant coaches, a full-time director of basketball operations and a full-time student-athlete development

coordinator/special assistant to the head coach. In addition, Coach shall be provided the current aggregate level of funding, at a minimum, to pay the salary of one (1) full-time video coordinator, one (1) part-time administrative assistant, and one (1) graduate student assistant. The aforementioned funding may be allocated by Coach among the referenced personnel subject to approval of the Director of Athletics. All candidates must pass normal University background checks prior to their employment.

7. **Termination by Coach:**

In the event that Coach resigns from his employment with the University prior to May 1, 2026, Coach or his new employer (if applicable) shall pay the University the full remaining base salary as liquidated damages.

8. **Termination by University without Cause:**

In its sole discretion and at any time, the University may terminate this MOU or the Employment Agreement without Cause (as defined below) upon written notice to Coach. In the event that the University terminates Coach's employment without Cause, the University shall pay Coach, upon Coach's execution of a release in form and content reasonably acceptable to the University, a severance benefit equal to the remainder of his base salary owed on the Employment Agreement or this MOU at the time of such termination. Coach shall be obligated to seek other employment as a head basketball coach, assistant basketball coach or member of a basketball program staff, or in intercollegiate athletics administrative position, to mitigate the University's obligation to pay the severance benefit, and the amount of severance benefits payable shall be reduced by amounts earned by Coach from other employment as a head basketball coach, assistant basketball coach or member of a basketball program staff, or in intercollegiate athletics administrative position.

Payment of the severance benefit shall be made in equal monthly installments over the remaining term of this MOU or the Employment Agreement as of the effective date of termination, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the effective date of termination of this MOU or the Employment Agreement. Notwithstanding the preceding sentence, with respect to any portion of the severance benefit that is payable in a calendar year after the calendar year in which the effective date of termination occurs ("Future Severance Pay"), a portion of the Future Severance Pay shall be accelerated in an amount equal to the federal and state income tax withholdings that would have been remitted by the University if there had been a payment of wages equal to the income includible by Coach under Section 457(f) of the Internal Revenue Code (the "Code") as of the effective date of termination (Future Severance Pay otherwise payable to Coach will be offset by any such Future Severance Pay accelerated) and such portion shall be paid by the end of the calendar year in which the effective date of termination occurs. The acceleration described in the preceding sentence is intended to comply with the requirements of Section 1.409A-3(j)(4)(iv) of the Code regulations (as it may be amended from time to time), and shall be administered and construed in whatever manner is necessary to ensure such compliance.

9. **Termination by University for Death, Disability or Cause:** This MOU or the Employment Agreement shall terminate upon Coach's death or disability (defined as an inability to perform the essential duties of the position by reason of a physical or mental condition that can be expected to result in death or to be of long-continued and indefinite duration). In addition, the University may terminate this MOU or the Employment Agreement at any time for cause as determined in the reasonable and good faith judgment of the University. "Cause" shall be defined to include the following as determined in the reasonable good faith discretion of the University, in each case occurring prior to or during the term of employment (as applicable):

- (i) any material breach of this MOU or the Agreement by Coach;
- (ii) serious violation (e.g., repeated violations or a violation that the University reasonably determines could be expected to result in significant sanctions such as vacation of athletic contest results, loss of scholarships, prohibition against conference or championship or telecast appearances, material restrictions on a coach's right to recruit, etc.) of any NCAA or conference requirement by or permitted by Coach, or by personnel he is responsible for supervising (directly or indirectly) which he knows or reasonably should have known about and does not immediately report to the University, or by any other person that he knows about and does not immediately report to the University, or for which he is otherwise responsible under the applicable standards (including but not limited to responsibility by virtue of a failure to promote an atmosphere of compliance or to monitor personnel who report, directly or indirectly, to him). The decision as to whether a violation has been committed, and/or whether a violation is a serious violation, rests solely with the University. However, if Coach is terminated for Cause and the applicable governing body renders a final determination establishing facts indicating that Cause as defined in this paragraph does not exist, provided there are no other facts or

- circumstances justifying a termination for Cause, the termination will be treated as a termination without Cause and Coach will be entitled to the severance benefit described above;
- (iii) material breach of any University Requirement (as defined below) adopted for purposes of compliance with Title IX of the Education Amendments of 1972, the Violence Against Women Act's amendments to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, and/or comparable state laws or regulations (collectively, "Title IX Policies");
 - (iv) failure of Coach to fully and promptly cooperate with the University or any governing body in any investigation of possible violations of any NCAA or conference requirement, or any University policy, procedure, rule and/or regulation;
 - (v) failure by Coach to engage in (and/or to use his best efforts to ensure that personnel under Coach's direct or indirect supervision engage in) safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any University policy, procedure, rule and/or regulation pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
 - (vi) conviction of a violation of any criminal statute that constitutes a felony or constitutes a misdemeanor involving moral turpitude;
 - (vii) fraud, intentional and material dishonesty or gross misfeasance;
 - (viii) neglect of duties, if such neglect continues after five days written notice is given to Coach;
 - (ix) commission of any act that in the University's reasonable discretion brings disgrace or embarrassment to the University or Coach; tends to shock, insult, or offend the greater Cleveland and/or University alumni communities; manifests contempt or disregard for diversity, public morals or decency; or violates applicable University policy, procedure, rule or regulation (collectively, "University Requirements") with respect to personal conduct; or
 - (x) any other act or omission that brings serious discredit to the University's men's basketball program.

In the event of a termination of either this MOU or the Employment Agreement for Cause, the University shall not be liable to Coach for any unearned or unaccrued payments or benefits after the date of termination. In the event that Coach or personnel under his direct or indirect supervision is/are found to be in violation of any NCAA or conference requirement during the term of employment, he shall be subject to disciplinary or corrective action as set forth in relevant NCAA, conference, and/or University disciplinary and/or enforcement procedures (including without limitation suspension without pay and termination for cause as provided above if he is found to have been involved in serious or repetitive violations, or otherwise as contemplated by the applicable NCAA or conference or other governing body enforcement procedures).

10. Other Terms and Conditions: In addition to more thoroughly addressing the terms and conditions concerning the matters addressed above (excluding terms and conditions applicable only while the MOU is in effect), the Employment Agreement will include, among other things, mutually and reasonably agreed upon provisions concerning the following matters:

- a. Duties of Coach as Head Coach (including duties customary for the position and expectations for Head Coach Control and compliance with University Requirements (including, but not limited to, Title IX Policies);
- b. Reasonable limitations on outside activities and outside compensation earned by Coach, including commercial endorsements. Without limiting the foregoing, Coach shall report annually in writing, to the President of the University through the University's Director of Athletics, all athletically related income and benefits from sources outside the University as defined by NCAA Bylaw 11.2.2;
- c. Coach's obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement, in accordance with NCAA Bylaws 11.2.1 and 19.2.3;
- d. Enforcement of NCAA, conference, and other athletics governing body rules;
- e. The University's right to use Coach's name, likeness and image;
- f. Standards for Coach's personal conduct and an obligation to promote acceptable personal conduct by all team members and University personnel whom he is responsible for supervising;
- g. Camps and clinics to be operated by Coach or his controlled entity;
- h. Protocols for communications with University officials and public statements;
- i. Requirements for compliance with the University's agreements with athletics footwear, equipment and/or clothing manufacturer(s); and

- j. Coach's obligation to notify the Director of Athletics of any direct or indirect contact about employment with another college or university or with a professional basketball organization.

11. **Background:** Coach represents that (a) he has disclosed to the University all information concerning previous NCAA, conference, or institutional rules violations or potential violations committed by him or any staff member under his direct or indirect supervision at any other NCAA member institution prior to the date on which he executed this MOU, and (b) he is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of Coach in view of, his employment by the University or his undertakings under this MOU, or that prevent him from complying with any other agreement that the University has with a third party. Coach's employment is subject to a satisfactory criminal background check and NCAA compliance check, to be completed within 5 business days of the date hereof.

12. **Tax Matters:** Whether or not expressly stated in this MOU, all compensation and any other benefits payable or provided pursuant to this MOU or the Agreement shall be subject to withholding, payroll taxes, and such other deductions as may from time to time be required in accordance with applicable law and University policies generally. Coach shall comply with all applicable reporting and record-keeping requirements in regard to compensation, benefits, and reimbursed expenses. Notwithstanding any provisions in this MOU or the Agreement to the contrary, this MOU and the Agreement are intended to comply with Section 409A of the Internal Revenue Code and the regulations and interpretive guidance thereunder ("409A Requirements"), to the extent this MOU and/or the Agreement is/are subject to the 409A Requirements and is/are not otherwise exempt under one of the applicable exemptions to the 409A Requirements; (b) it is intended that any exercise of authority or discretion by the University or Coach under this MOU and/or the Agreement shall comply with the provisions of the 409A Requirements so as not to subject Coach to the payment of any interest or tax penalty which may be imposed under the 409A Requirements; (c) to the extent this and/or the Agreement provide(s) for a payment to be made or a benefit to be provided upon a termination of employment, and to the extent such payment or benefit is subject to the 409A Requirements, the meaning of "termination of employment" for purposes of that payment or benefit shall mean a "separation from service" as defined in the 409A Requirements; and (d) this MOU and the Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of the 409A Requirements.

13. **Governing Law:** This MOU shall be governed by the laws of the State of Ohio.

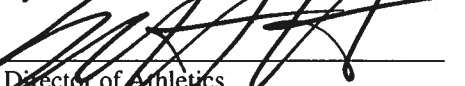
14. **Board of Trustee Approval:** The parties acknowledge and understand that final approval of Coach's Employment Agreement lies with the University's Board of Trustees and that no contract for employment will be created unless and until the University's Board of Trustees approves the Employment Agreement.

15. **Execution of the MOU:** This MOU may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same MOU.

The parties acknowledge their agreement by signing and dating this Memorandum of Understanding below.

CLEVELAND STATE UNIVERSITY

By:



Director of Athletics

4/5/2022

Date



President

4-5-22

Date

4-5-22

Date

COACH



Date

4-5-22

Date

4-5-22

Date

