

**UNIVERSITY OF MARYLAND
HEAD FOOTBALL COACH
EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into as of December 5, 2018, by the University of Maryland (University) and Michael Locksley (Coach).

In consideration of the mutual promises contained in this Agreement, the University and the Coach agree as follows:

1. **EMPLOYMENT.** The University employs the Coach as Head Coach of the University's Football Team (Team), and the Coach accepts such employment, to serve as a contract employee under the terms of this Agreement, not as a part of any of the University's tenure or other employment systems. The Coach shall report to the University's Director of Intercollegiate Athletics (Athletic Director) and shall confer with the Athletic Director on all matters requiring administrative decisions. The Coach shall devote his best efforts full time to the performance of his duties as reasonably assigned by the Athletic Director and the President of the University (President) with the desired goal of maintaining the high moral and ethical standards commonly expected of the Coach as a leading representative of the Department of Intercollegiate Athletics (Department) at the University.
2. **TERM.** The term of this Agreement shall begin on December 5, 2018, and end on December 31, 2023, unless sooner terminated in accordance with other provisions herein (Term). For the purposes of this Agreement, a contract year shall be each period from January 1 through December 31 during the Term, except that the first contract year shall be the period from December 5, 2018 through December 31, 2019. If Coach remains the Head Coach of the Football Team on the day after the 2019 regular season ends (including the conference championship game, if applicable), the Term of this Agreement shall be automatically extended through December 31, 2024.
3. **DUTIES.** The Coach shall be responsible for performance of the duties of Head Coach of the University's Team, and shall be responsible for the oversight and management of the University's Football Program (Program), including without limitation:
 - a. Supporting the University's academic mission by adhering to the University's then-current practices for admission of prospective student-athletes, by encouraging academic accountability of student-athletes (e.g., class attendance, progress towards degree, study hall attendance, and tutoring sessions attendance), and by working to integrate sports into the University's academic life;
 - b. Evaluating, recruiting, training and coaching the Team's student-athletes to compete successfully in the Big Ten and the NCAA;

- c. Subject to the terms contained in Section 15 herein, supervising and evaluating the performance of the Team's coaching staff, while acknowledging that Coach shall have no authority to hire, supervise, evaluate, discipline, or terminate the medical or training personnel assigned by the University to provide such care and support to the Team's student-athletes;
- d. Prioritizing the health, safety and welfare of the Team's student-athletes, and supporting the medical decisions/recommendations of medical and training personnel assigned by the University to care for the health and well-being of the Team's student-athletes;
- e. Complying with, and requiring that the Team's student-athletes, the Team's assistant coaches and all other University employees associated with the Program comply with the governing constitutions, bylaws, policies, procedures, interpretations, rules and regulations, as amended from time to time, of the University, the NCAA and the Big Ten or any of their respective successors in interest (Governing Rules); reporting promptly to the Athletic Director any violation of any Governing Rule of which he becomes aware or which he has reasonable cause to believe may have occurred;
- f. Proposing a Program budget to the Athletic Director and managing the Program within the budget approved by the Athletic Director;
- g. Maintaining and enforcing disciplinary rules and sanctions fairly and uniformly for all student-athletes on the Team so as to promote academic and moral integrity while encouraging competitive excellence;
- h. Appearing exclusively on television and radio shows produced by the University and assisting with University websites and other electronic media relating to the Program;
- i. Attending and participating in a reasonable number of alumni, public and media appearances promoting the Program, Department and/or University;
- j. Working with Terrapin Scholarship Fund staff and University Advancement generally in planning, coordinating and promoting a reasonable number of fundraising events to benefit the Program, the Department, and the University, and participating in a reasonable number of fundraising activities to benefit the Program, the Department and the University, including identifying potential donors;
- k. Attending all Big Ten and NCAA meetings, conferences and clinics at which coaches of commensurate rank are customarily expected;
- l. Working closely and cooperatively with Department and other University staff on all matters affecting the Program and on all other matters connected with the discharge of his duties as an employee of the University;
- m. Operating and participating in summer football camps as set forth in Section 11 below;
- n. Keeping positive and constructive in tone any public comments about University policies or actions taken by University administrators and conducting himself professionally and ethically, with integrity and sportsmanship, at all times, and avoiding inappropriately profane, discourteous, or insulting behavior towards student-athletes, other teams and coaches, spectators, and members of the media;

- o. Avoiding any business or professional activities or pursuits that will conflict with the Coach's performance of his duties or will otherwise conflict with the University's interests;
- p. Cooperating fully in the NCAA infractions process, including the investigation and adjudication of a case (Bylaw 19.2.3) where if found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment; and
- q. Reporting by the 30th June of each year, if Coach receives athletically related income or benefits from a source outside the institution (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities; etc.) Coach must report such earnings [other than cash or cash equivalent (as opposed to tangible items) if the total amount received is \$600 or less] to the President on an annual basis.

The Coach shall perform these duties and such other duties as are reasonably assigned by the Athletic Director or required by policies and procedures of the USM, University or the Department.

4. **AGENTS AND AMATEURISM COMPLIANCE.** Except as may be authorized in advance by the University's Professional Sports Counseling Panel and thereafter reported to it, the Coach will avoid inappropriate contact with any person known to be acting or have a history of acting as a sports agent, a "runner," or any other individual employed by or performing services for them. The Coach will observe and enforce the NCAA and University regulations governing amateurism and the relationship between sports agents and student-athletes at the University. Notwithstanding the foregoing, the Coach may speak with sports agents for the purpose of gathering information regarding the NFL draft prospects/opportunities for any of the Team's players who are eligible to enter the next scheduled NFL entry draft, and such information is to be used for the benefit of any of said players in their decision-making process in determining whether to enter said NFL entry draft. Moreover, the University acknowledges, understands, and agrees that Coach's prior, and continuing, relationship with Coach's professional representative who is also his sports agent (and staff-members affiliated with such representative's firm), shall be exempt from the prohibitions contained in this Section 4.
5. **REPORTING ABUSE AND SEXUAL MISCONDUCT.** Coach will abide by Maryland law (Maryland Code Annotated, Family Law Article, Section 5-701 through 5-708) and USM Board of Regents Policy VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect. Any required report must be made to the local department of social services or law enforcement agency and to the President, or his designee, the Chief of Campus Police within the Department of Public Safety. Coach also hereby agrees to comply with VI-1.60 University of Maryland Sexual Misconduct Policy and understands that he is designated a "Responsible University

Employee” under the policy, and, as such, is required to promptly report sexual misconduct that comes to his/her attention to the University’s Office of Civil Rights and Sexual Misconduct.

6. ACADEMIC PERFORMANCE. Successful academic achievement is an expectation of every University of Maryland student, and the Department serves the educational mission of the University. Coach shall act at all times to promote the academic progress and achievement of the student-athletes under Coach’s supervision. The Coach agrees to adhere to the University’s standards and goals for academic performance of its student-athletes in the recruitment, supervision and coaching of players. The Coach agrees to follow conscientiously any directives from the Athletic Director (or designee) or from the President concerning these matters. As such, the Coach will receive an overall, year-end Performance Review and Development (PRD) evaluation of “Below Expectations” or “Unsatisfactory”, and will not receive incentive-based compensation under Section 7(d) (“Competitive Goals”) in any year the NCAA Academic Performance Rate (APR) “cut score” (currently 930), as may be modified by the NCAA, is not achieved.

7. COMPENSATION.

a. General. The Coach's compensation under this Agreement is subject to deductions and withholding as required by law for state, local and federal taxes and for any retirement or other benefits to which the Coach is entitled or in which he participates. For purposes of Sections 7 (b) and 7 (c) hereunder, the Coach shall be entitled to a pro-rata share of the initial contract year’s total compensation amount for the twenty-seven (27) day period prior to January 1, 2019, during which the Coach was employed as Head Coach.

b. Base Salary. The base salary paid by the University to the Coach for services rendered under this Agreement shall be equal to an annualized sum of **Five Hundred Thousand Dollars (\$500,000)** per year, payable in equal installments at the end of each University pay period. Annual base salary may be subject to the same furlough and temporary salary reductions measures that may be imposed from time-to-time by the University on its exempt employees. Subject to any applicable provision of law or University System of Maryland Board of Regents' policy, Coach will receive an annual cost-of-living (COLA) increase in Annual Base Salary when authorized by the State of Maryland for exempt employees of the University and in an amount no less than the authorized amount, effective in each fiscal year following the contract year ending December 31, 2019 and on the same timetable as other employee COLA raises are made. Beginning with the contract year which commences January 1, 2020, Coach will also be eligible for such merit pay increase in an amount to be determined by the Athletic Director, as permitted by law or USM or University policy or guidelines.

c. Supplemental Annual Income. In addition to the Coach's annual base salary, and in consideration (a) for his exclusive television and radio appearances on

shows produced by the University and for assisting with University web site or other media participation in connection with or arising out of his position as Head Coach for the Team, (b) his participation in contracts for apparel and/or footwear for Team student-athlete and staff use and for sideline products which are to be negotiated exclusively by the University, and (c) for making promotional and fundraising appearances on behalf of the University, the University shall pay to Coach as supplemental income the annualized amount of Two Million Dollars (\$2,000,000), per year, payable in equal installments on March 1st, June 1st, September 1st, and December 1st of each contract year. Supplemental annual income shall be increased by \$100,000 effective January 1, 2020, and on each subsequent January 1st through the end of the Term, including any extension of the Term as indicated in Section 2 herein. Supplemental annual income is not included in annual base salary for the calculation of any retirement or other benefits or annual percentage increases in annual base salary set forth in Section 7(b), above. The University shall receive all revenues generated by the activities described in this Section 7(c).

d. Potential Compensation. The Coach is assigned performance goals as set forth below; if met, and if minimum APR is achieved as required in Section 6 above for the time period in question, Coach shall receive additional compensation as set forth below. Each performance goal will be separately compensated but taken together will amount to a maximum of **Seven Hundred Seventy Five Thousand Dollars (\$775,000)** per contract year. These payments are not included in annual base salary for the calculation of retirement or other benefits or annual percentage increases in annual base salary set forth in Section 7(b), above.

i. Competitive Goals. Beginning with the January 1, 2019 contract year, and for each subsequent contract year during the term of this Agreement, the Coach will be eligible to receive additional compensation in the amounts set forth below for achieving the following competition performance goals, on the condition, however, that the Coach is both employed by the University at the time the goal is attained and, with regard to Subsections 1, 2, and 3, below, coaches in the specified competition. Competitive compensation is not cumulative in nature; the maximum annual compensation available under this Section 7(d)(i) is **Seven Hundred Seventy Five Thousand Dollars (\$775,000)**.

1. Big Ten Championship Game (non-cumulative)-Maximum attainable \$150,000

Participate	\$100,000
Win	\$150,000

2. Bowl Participation (non-cumulative)-Maximum attainable \$300,000

Non-CFP Bowl Participant \$50,000
New Year's Six Bowl Participant (non-semi-final) \$100,000
CFP Semi-Final Bowl Participant \$200,000
CFP Championship Game Participant \$300,000

3. Bowl Outcomes (non-cumulative)-Maximum attainable \$250,000

Win Non-CFP Bowl \$35,000
Win New Year's Six Bowl \$75,000
Win CFP (non-semi-final) Bowl \$100,000
Win CFP National Championship \$250,000

4. Individual Awards (cumulative)-Maximum attainable \$75,000

Named Big Ten Coach of the Year \$25,000
Named AP National Coach of the Year \$50,000

Competition goals compensation shall be paid to the Coach within sixty (60) days of when such goals have been attained.

Per Board of Regents Policy V-2.20, all Potential Compensation is contingent on minimum APR being achieved for the time period in question.

e. Benefits and Other Employment Rights. Except as herein provided, the Coach shall be entitled to the same standard benefits on the same terms as provided by the University to all professional employees, with contributions and benefit amount based on the annual base salary where relevant and permitted by Maryland and federal law, with the exception of annual leave which is not a benefit provided under this Agreement. The Coach is not eligible to use University or other State employee grievance procedures. The Coach may, however, bring work disputes to the attention of the Athletic Director(or designee). The Coach is covered by applicable federal and State of Maryland equal employment opportunity statutes.

f. Withholding and Deductions: All compensation paid to Coach under this Agreement shall be subject to the same payroll deductions (state and federal taxes, FICA withholding, etc.) as apply to the University's employees as required by law. It is the responsibility of the Coach to report the value of tickets and other items of value received by him under this Agreement, and to otherwise determine his obligations under Federal and State tax provisions.

g. Outside Income: If the Coach desires to engage in any endorsement, consulting, broadcasting or other activities for which he will receive athletically-related income or benefits from sources outside the University, he

shall comply with Section 8 below, including consideration of any potential conflicts of interest.

8. OUTSIDE INCOME. The Coach agrees to conscientiously observe all University, NCAA and Big Ten rules pertaining to outside income.

a. The Coach will notify the Athletic Director before entering into any agreement, arrangement, or contract wherein Coach receives any athletically related income or benefits from sources outside the University. These sources include, but are not limited to:

- ii. Annuities;
- iii. Sports Camps;
- iv. Housing benefits (including preferential housing arrangements);
- v. Country-club memberships;
- vi. Complimentary ticket sales;
- vii. Television and radio programs;
- viii. Endorsement or consultation contracts;
- ix. Internet activities, including websites; and
- x. Other promotions.

b. If the Athletic Director does not prohibit, in writing and on a reasonable basis, such activity, income or benefits within seven (7) calendar days of notice by the Coach, the Coach shall be entitled to engage in such activity and receive such income or benefits.

c. By June 30th of each year, the Coach will submit a written detailed account to the Athletic Director describing any athletically-related income and benefits received from sources outside the University during the fiscal year. The Athletic Director shall determine the form of this report. The Athletic Director may require reasonable additional or verifying information. The report shall be forwarded to the President as an information item.

d. It is the Coach's responsibility to consult with his private counsel, the University's Office of General Counsel, and/or the Maryland State Ethics Commission regarding potential conflicts of interest prohibited under Maryland law or University policy regarding outside income and /or the use of his personal image. Coach shall participate in on-line training provided by the Maryland State Ethics Commission regarding the requirements of Maryland state ethics laws.

9. RELOCATION AND MOVING ASSISTANCE. To facilitate the relocation and moving the Coach and his family to Maryland, the University agrees to reimburse the Coach up to **Thirty Thousand Dollars (\$30,000)**, in accordance with University policy and state law, plus provisions for up to thirty (30) days temporary housing. Any relocation expenses which exceed the amount listed above will become Coach's personal responsibility. The *Relocation & Moving Expense Policy* is incorporated by reference.

10. ADDITIONAL FINANCIAL MATTERS.

a. Travel. The Coach shall conduct such travel as is necessary to carry out his duties as Head Football Coach and shall be entitled to reimbursement for travel expenses, pursuant to the University's rules and normal rates. The University agrees that the Coach's family, (i.e. Coach's spouse and minor children) shall be authorized to travel to away contests as part of the University's and/or department's official travel party at no additional cost to the Coach.

b. Automobile Allowance. The University will provide the Coach with **One Thousand Five Hundred Dollars (\$1500.00)** a month during the Term of this Agreement to lease an automobile(s) for his personal use. Payment will be made in equal installments at the end of each regular University pay period. Anything to the contrary notwithstanding in this Section 10(b), the Coach may use any automobile allowance received from the University as he sees fit.

c. Tickets and Suites. In each calendar year of this Agreement, the Coach shall be eligible to receive the complimentary tickets listed below. The Coach will not offer these tickets for use by a person working (or who has worked) as a sports agent or a person employed by or performing services for a sports agent without the prior written approval of the Athletic Director. The Coach may, however, offer tickets to his personal representatives, who also serve as his sports agents, for their personal use. Subject to NCAA rules, the use of these tickets is left to the discretion of the Coach. The sale or exchange of these tickets may, however, under some circumstances be prohibited by the Maryland State Public Ethics Law, including provisions concerning the solicitation of gifts and conflict of interest. It is the Coach's responsibility to consult with his private counsel, the University's Office of General Counsel or the Maryland State Ethics Commission before selling his tickets or exchanging them for any tangible benefit.

- xi. One (1) football suite in Maryland Stadium;
- xii. Twenty-four (24) regular season tickets for each home football game;
- xiii. Twenty-four (24) tickets for each away football game;
- xiv. Four (4) season tickets for each men's home basketball game;
- xv. Four (4) season tickets for each women's home basketball game;
- xvi. Twenty-four (24) tickets to each post-season football competition; and
- xvii. Two (2) VIP Parking passes for Maryland Stadium and one (1) VIP parking for other sports where applicable.

d. Cellular Phone. The University will provide the Coach with a cell phone and service adequate to perform his duties.

11. FOOTBALL CAMPS.

a. The right to sponsor and operate a football summer camp (the "Camp") on University premises belongs to the University, acting through the Department. The

right to sponsor and operate a Camp is automatically conveyed by the University to the Coach on a yearly basis on January 1st of each contract year unless the Athletic Director earlier notifies the Coach in writing that it does not so convey; however, any right to sponsor and operate a Camp shall automatically become null and void upon the expiration or termination of this Agreement. Upon conveyance pursuant to this clause, the Coach or his corporate assignee has the right to sponsor and operate a Camp under his name on the University premises, pursuant to applicable University rules and on a space-available basis. Any direct costs for operating the Camp will be borne solely by the Coach and any net revenue will accrue to him. The Coach is directly responsible to any other University department for services provided by them. Failure to adhere to these terms after receiving notice from the University of Coach being in default will be considered a material breach of this Agreement.

b. Operation of a Camp substantially benefits the University and its football program by creating ties to the local community and enhancing the program's prestige and visibility. The Coach shall operate the Camp with these goals in mind and shall at all times observe applicable State laws and University rules in connection with its operation.

c. The Coach shall not endorse or approve any other sports camps sponsored and operated by employees under his supervision without the specific written approval of the Athletic Director.

12. TERMINATION. Notwithstanding Section 2, this Agreement shall terminate upon the occurrence of any of the following contingencies in Subsections 12(a), (b), or (c):

a. Death or Permanent Disability. Termination shall occur in the event of the Coach's death, or a permanent disability. A disability shall be considered permanent for the purposes of this section if the Coach is unable to perform his normal and customary duties for a continuous period in excess of 180 days.

b. Resignation or Acceptance of Other Employment. Termination shall occur in the event Coach resigns or retires from University employment, subject to Section 14 below of this Agreement.

c. Cause. The Athletic Director may terminate the Coach for "Cause;" provided however, the Coach will first receive written notice and be afforded an opportunity to be heard in a meeting with the Athletic Director. The reasonable good faith decision of the Athletic Director shall be the final decision of the University.

i. Cause shall be defined as: (i) material misconduct, which is a) wrongful and inconsistent with the professional standards of conduct of an intercollegiate head football coach, or unlawful; and b) which adversely affects the Coach's ability to meet the performance standards and

performance commitments set out in Sections 1 and 3 of this Agreement; (ii) repetitive unprofessional or unsportsmanlike behavior (provided Coach receives written notice of the same, and a reasonable opportunity to cure); (iii) a material act of insubordination or repeated acts of insubordination; (iv) failure to substantially fulfill the material duties and obligations established in this Agreement (provided that Coach receives written notice of the same, and a reasonable opportunity to cure such deficiencies); or (v) a finding by the NCAA that Coach has committed a major violation of any Governing Rule, whether while employed by the University or during prior employment at another NCAA institution, or a finding by the NCAA that during Coach's employment by the University the Program committed a major violation of any Governing Rule for which Coach is culpable.

ii. The Athletic Director may suspend (with or without pay) the Coach pending an investigation or decision relating to the existence of Cause for termination; provided however, the Coach will first receive written notice and be afforded an opportunity to be heard in a meeting with the Athletic Director. A suspension without pay under this Section 12(c)(ii) shall not extend beyond thirty (30) work days. The Coach may appeal any action taken by the Athletic Director under this Section 12(c)(ii) to the President of the University. The President shall process the appeal in the same manner as grievances of exempt University employees are processed (a "Grievance"). The decision of the President shall be the final decision of the University. Coach shall be entitled to receive payments that were withheld pursuant to a suspension under this section in the event that: (1) a Grievance (in connection thereto) is decided in Coach's favor; and/or (2) with respect to any suspensions in connection with the violation of a Governing Rule, a final determination is made by the University, NCAA, or Big Ten Conference that the Coach did not violate a Governing Rule.

iii. Notwithstanding the language contained herein, the University acknowledges and agrees that it shall not be its intent to terminate this Agreement for Cause in the event of a minor, technical, or otherwise immaterial violation or breach by Coach, provided such violations or breaches are not repetitive or intentional in nature.

In the event of termination under either Subsections 12(a), (b), or (c) above, or Subsection 14(b) below, the rights and obligations of the parties shall cease as of the date of termination, except for the payment of any Annual Base Salary, Supplemental Annual Income, or Potential Compensation which accrued prior to the date of termination. Any Potential Compensation earnable under Section 7(d) above shall accrue on the day that the corresponding goals/thresholds/accomplishments have been attained, and not on the date that payments are due, subject to Board of Regents Policy V-2.20, which provides that all Potential Compensation is contingent on minimum APR being achieved

for the time period in question. The academic achievement prerequisite may mean that the University cannot determine whether Incentive Compensation has been earned until academic achievement data for the period in question has been compiled. Except as provided in this Section 12(c)(ii), the University shall not be liable for any payments or to provide any benefits after the date of termination.

d. Best Interests of the University. In addition to the reasons for termination set forth in Sections 12(a), (b), and (c), this Agreement may be terminated by the University whenever the University determines that termination is in its best interests. Any such termination shall be effected by delivery to the Coach of a written Notice of Termination specifying the date upon which such termination becomes effective. The rights and obligations of the parties shall cease as of the effective date of such termination, and the University shall reimburse the Coach for all expenses Coach has incurred as of the termination date pursuant to the University's rules and normal rates and pay the Coach liquidated damages equal to 65% of the Guaranteed Compensation, which is composed of Annual Base Salary and Supplemental Annual Income, that would have been paid to the Coach from the effective date of termination through December 31, 2023, or, if the Agreement was extended pursuant to the last sentence of Section 2 above, through December 31, 2024. The University shall pay the Coach one-half of the total liquidated damages in a lump sum within 60 days after the date of termination, and shall pay the Coach the remaining one-half in equal installments on dates that coincide with regular University payroll dates from the date of termination to the end of the Term, had the Coach remained employed through the end of the Term. Notwithstanding the foregoing sentence, the initial lump sum payment as well as the installment payments shall be adjusted as to amount and timing to comply with any withholding requirements mandated by law [per I.R.C. Section 457(f), for example]. Payments under this section shall be deemed liquidated damages and not as a penalty, as such damages to the Coach upon such termination are difficult to presently and accurately estimate. In the event the University elects to terminate the Agreement under this Section 12(d), other than the reimbursement of travel expenses and the payment of liquidated damages, the University will have no obligation to provide the Coach with any additional compensation or benefits after the effective date of termination or to reimburse the Coach for any alleged loss of outside income opportunities. The Coach will have no mitigation or offset obligations on such buyout payments. All benefits will end on the date of such termination.

e. Section 409A. The parties intend for all payments and benefits under this Agreement: (i) to fall outside the scope of Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A), or (ii) to fall within the documentary and operational requirements of Section 409A; or (iii) to fall within the limited exceptions permitted by Section 409A. To the extent permitted by law, the parties agree to make good faith efforts to negotiate a modification to this Agreement to address changes to Section 409A to the extent necessary to achieve this intention. Solely to the extent necessary to

comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service." Nothing in this paragraph 12.e shall require or cause the University to negotiate to continue Coach's employment or to delay his termination from employment in the event that the University has terminated Coach from his position as Head Coach pursuant to Section 12 of this Agreement.

13. ACTIONS OTHER THAN TERMINATION.

a. Disciplinary Action. Notwithstanding anything in Section 12(c) above, in the event the Athletic Director has a reasonable belief that the Coach engaged in misconduct or willfully failed to perform one or more of his material duties, the Athletic Director may also impose discipline other than termination; provided, however, the Coach will first receive written notice and be afforded an opportunity to be heard in a meeting with the Athletic Director. The decision of the Athletic Director shall be the final decision of the University. Disciplinary actions the Athletic Director may take include, but are not limited to, a written reprimand, a suspension with pay, a suspension up to 30 days without base salary and/or supplemental annual income; forfeiture of future Potential Compensation or other benefits; loss of a planned salary increment or merit raise; or probation; or temporary or permanent reassignment of duties.

b. Suspension. The Athletic Director may suspend (with or without base salary and/or supplemental annual income) the Coach pending an investigation, decision or other matter relating to the existence of cause for disciplinary action. A suspension without pay under this Section shall not extend beyond thirty (30) days. The Coach may appeal any action taken by the Athletic Director under this 13(b) to the President. The President shall process the appeal, in the same manner, as are grievances of exempt University employees. The decision of the President shall be the final decision of the University. The Coach shall be entitled to receive payments that were withheld pursuant to a suspension under this Section 13(b) in the event that a Grievance in connection thereto is decided in the Coach's favor.

14. OTHER EMPLOYMENT.

a. Unique Services. The Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as a Head Coach that, when added to his future University coaching experience, as well as the University's special need for continuity in its football program, will render the Coach's services unique. The Coach recognizes that the loss of Coach's services to the University, without University approval and release, prior to the expiration of the term of this Agreement, or any extension thereof, would cause an inherent loss to the University

that cannot be estimated with certainty, or fairly or adequately compensated by money.

b. No Other Employment. Coach nevertheless may terminate this Agreement prior to its normal expiration by providing written notice of termination to the University. If Coach terminates this Agreement in order to accept athletically-related employment or consulting in either intercollegiate athletics or professional sports, Coach will pay to the University liquidated damages in an amount equal to (i) 45% of Coach's Guaranteed Compensation (which comprises Annual Base Salary and Supplemental Annual Income) for the remainder of the term of this contract if the termination occurs prior to January 1, 2021; (ii) \$1,500,000 if the termination occurs January 1, 2021 through December 31, 2022; or (iii) \$500,000 if the termination occurs any time after the end of the 2022 regular season (including the conference championship game, if applicable) of this Agreement.

c. The Coach shall pay this amount within one year of the date that the Coach ends his employment. It is understood this payment constitutes liquidated damages and does not constitute a penalty, but rather, a reasonable formula for estimating the resultant costs to the University, including: expenses associated with a search for a new head coach; expenses associated with paying two staffs of assistant coaches; moving and relocation expenses of the new head coach and assistant coaches; loss of revenue in ticket sales; disruption to the football program and its participating student-athletes; and, disruption of fundraising activities and loss of business revenue, gifts, and donations. The Coach therefore agrees, and hereby specifically promises, not to seek or apply for other employment, under any circumstances, as a football coach at any institution of higher education which is a member of the NCAA, or for any football team participating in any professional league or conference prior to the expiration date of the term of this Agreement, or any extension thereof, without first providing written notice to the Athletic Director prior to accepting said employment. For the purposes of this Section, Coach shall be deemed to have terminated his employment at the University in order to accept employment or consulting with the men's football program or athletic program at another college or university or to accept employment or consulting with any football team participating in any professional league or conference if the acceptance occurs within one (1) year after termination of his employment at the University (provided said acceptance also takes place during what would have been the Term of this Agreement, had it naturally expired). Failure to perform the requirements set out in this Section shall constitute a material breach of this Agreement.

d. Prior Permission. Should any other coaching opportunity be presented to Coach or should Coach wish to pursue another collegiate or professional football coaching position during the term of this Agreement, or extension thereof, the Coach shall notify the Athletic Director of such opportunity or pursuit before Coach, or any representative of Coach, holds discussions with anticipated

employers or their agents. Failure to perform the requirements set out in this Section 14(c) shall constitute a material breach of this Agreement.

15. **COACHING STAFF.** Coach shall have the authority – subject to the Athletic Director’s approval, departmental guidelines and budgetary limitations, as well as USM and University policies and procedures – to hire, supervise, evaluate, discipline and terminate all assistant coaches and other direct reports within the football program. The Coach acknowledges that no medical or training personnel will be reporting to him or other members of the Coaching staff.
16. **RELATIONSHIP BETWEEN THE PARTIES.** The relationship between the Coach and the University shall be determined solely by the terms and conditions of this Agreement.
17. **LIMITATION OF REMEDIES.** The parties agree that neither party shall be liable for any collateral or consequential damages of any kind, including damages for lost collateral business opportunities or compensation arrangements set forth herein, or for costs and attorney fees in the event of a breach hereunder unless otherwise expressly agreed in this Agreement.
18. **ASSIGNMENT.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
19. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Maryland without regard to principles of conflicts of law. The Coach consents to exclusive jurisdiction and venue of the Circuit Court of Maryland for Prince George's County, Maryland, and agrees to waive his right to assert that this forum lacks personal jurisdiction over him or is an inconvenient forum for resolving any underlying dispute between the parties.
20. **SEVERABILITY.** If any non-material provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
21. **MODIFICATIONS.** This Agreement constitutes the entire understanding between the University and the Coach and supersedes all other agreements and understandings, oral or otherwise, including the MOU entered into by the parties on December 5, 2018, and may not be altered except by a written amendment duly executed by both parties.
22. **DISCLOSURE.** This Agreement is subject to public disclosure under Maryland law.

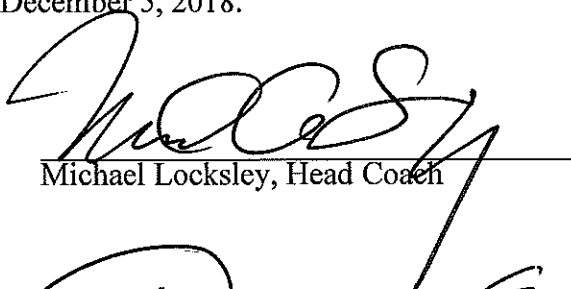
23. **HEADINGS.** The headings, captions, and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, explain, or modify the scope or intent of such sections nor in any way affect this Agreement.
24. **NEPOTISM.** The Coach agrees that with respect to the Program coaching staff, a supervisor-subordinate employment relationship shall not directly or indirectly exist between family members, nor shall one family member assume for another family member the role of advocate or evaluator with respect to conditions of employment or promotion. If a supervisor-subordinate relationship between family members develops during employment, the Coach must notify the Department of Intercollegiate Athletics human resources director promptly and the Department of Intercollegiate Athletics will take action to ensure that the supervisor-subordinate relationship does not exist; such action may include transfer, reassignment or removal of one or more family members. If members of the same family are recommended to work for the same supervisor, the arrangement shall be approved in advance by the Athletics Director (or designee) and President (or designee). No appointment of a family member may be made without such prior approval. For purposes of this Section, "family member" means spouse, children, parents of employee or spouse, brothers or sisters of employee or spouse, nephews and nieces of employee or spouse, brothers-in-law and sisters-in-law of employee or spouse, and sons-in-law and daughters-in-law of employee or spouse.
25. **REPRESENTATIONS.** In executing this Agreement, the Coach represents to the University that he is not subject to being reprimanded by the NCAA or any previous employer on account of an NCAA Level 1 or Level 2 violation or a series of Level 3 or Level 4 violations; that he is unaware of being investigated as a party involved in pending NCAA violations review; and that he has not been arrested, pleaded guilty to, or been convicted of any crime (excluding minor traffic offenses) not heretofore fully disclosed by him to the Athletic Director. The Coach's representation regarding these matters is a material condition of this Agreement. In executing this Agreement, the University represents to the Coach that the Coach has been advised of the nature and scope of all ongoing NCAA investigation of violations of NCAA rules, regulations, bylaws, interpretations or decisions by any current and former University employees in the Program. The University's representation is a material condition of this Agreement.
26. **NOTICE.** Any notice required or permitted to be given hereunder shall be sent in writing and delivered personally or by overnight mail to the person named herein.

If to the Coach:
Michael Locksley
Football Office
Gossett Football Team House
College Park, Maryland 20742

If to the University:
Damon Evans
Athletic Director's Office
Xfinity Center
College Park, Maryland 20742

A copy shall be sent to Vice President for Legal Affairs and General Counsel, University of Maryland, Main Administration Building, College Park, Maryland 20742 and Office of the President, University of Maryland, Main Administration Building, College Park, Maryland 20742. A copy shall also be sent to Ed Marynowitz C/O CAA Sports, (email: ed.marynowitz@caa.com); and to Joseph E "Rick" Landrum C/O CAA Sports, (email: rick.landrum@caa.com).

The Coach and the University's authorized representatives have executed this Agreement below to signify their agreement to the foregoing terms effective as of December 5, 2018.



Michael Locksley, Head Coach



Damon Evans, Athletics Director



Wallace D. Loh, University President

September 22, 2020

Michael Locksley
Dept. of Intercollegiate Athletics
University of Maryland
College Park, Maryland 20742

Re: Amendment to December 5, 2018 Head Football Coach Agreement

Dear Michael:

The University and the Coach, by their signatures below, hereby agree to voluntarily amend their Agreement, effective as of September 22, 2020, as follows:

1. The following language shall be added to 7.c.: "Each Supplemental Annual Income payment that is made after September 27, 2020, through June 30, 2021, or the end of Coach's employment, whichever comes first, shall be reduced by \$71,666.67 (which amounts to 10% of the 2021 Supplemental Annual Income)."

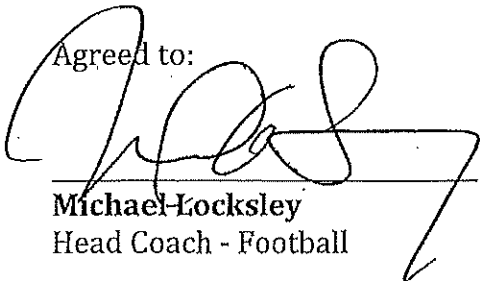
All other terms of the Agreement remain in full force and effect.

Sincerely,



Damon Evans
Athletic Director

Agreed to:



Michael Locksley
Head Coach - Football