

UNIVERSITY OF MARYLAND ASSISTANT COACH AGREEMENT

This Agreement is made by and between the University of Maryland, College Park (the "University") and **Orlando Ranson** (the "Coach").

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the University and the Coach agree as follows:

1. **EMPLOYMENT**

Subject to the conditions stated in the provisions of this Agreement, the University hereby employs the Coach as Assistant Coach of the **men's basketball** program at the University and the Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. The Coach shall perform such duties as may be assigned in connection with the supervision and administration of the **men's basketball** program, and such other duties and responsibilities as assigned by the Department of Intercollegiate Athletics (the "ICA"). The Coach shall work under the immediate supervision of the Head Coach of the **men's basketball** program (the "Head Coach") and shall confer with this supervisor on all matters requiring administrative and technical decisions.

2. **TERM**

2.1 **Term** The term of this Agreement shall begin on **July 1, 2011**, and shall terminate on **June 30, 2012**, unless sooner ended in accordance with the provisions herein. This Agreement is renewable solely at the option of the University, and in no way grants the Coach a claim to tenure in employment or any year of employment attributable to tenure within the University.

2.2 **Contract Year** Unless otherwise stated, "contract year" and "year" as may be used in this Agreement refer to the period July 1 to June 30.

3. **COMPENSATION**

In consideration for the services and satisfactory performance of the conditions of this Agreement by the Coach, the University promises to pay the Coach:

3.1 **Salary** Effective **July 1, 2011**, compensation shall be calculated upon an annual salary rate of **\$146,500.00** payable in equal installments at the end of each regular University pay period.

3.2 **Salary Increases** An annual increase in salary to be effective in each succeeding year, which increase will be in an amount no less than any cost-of-living increase (or equivalent), the University provides to its Exempt staff employees. The Coach is also eligible for annual merit pay increases as may be awarded by the University.

(2)

- 3.3 Automobile Allowance The Coach shall receive an automobile allowance in the amount of **six thousand dollars (\$6,000)** per year, payable in equal installments at the end of each regular University pay period.
- 3.4 Cellular Phone Stipend The University shall pay the Coach a cellular phone stipend in the amount of **One Thousand Four Hundred Forty Dollars (\$1,440)** per year towards the payment of cellular phone services. Payment will be made in equal installments at the end of each regular University pay period. Anything to the contrary in this paragraph notwithstanding, the Coach may use this stipend for such purposes as he sees fit.
- 3.5 Television and Tournament Revenue The Coach shall receive a television and tournament revenue allowance in the amount of **twenty-one thousand dollars (\$21,000)** per year, payable in equal installments at the end of each regular University pay period.
- 3.6 Competitive Bonuses The University shall pay the Coach a bonus if the men's varsity basketball team achieves the following:
- (a) ACC Tournament
1. The Coach will be paid a bonus of **eight thousand dollars (\$8,000)** if the men's basketball team finishes as the regular season champion of the Atlantic Coast Conference or a bonus of **four thousand dollars (\$4,000)** if the team finishes as the runner-up in the regular season of the Atlantic Coast Conference (ACC). For the purpose of determining whether the team is the ACC champion or the runner-up, ties for first or second place shall be resolved pursuant to ACC tie-breaking procedures, but in no event shall the Coach receive less than **\$4,000** if the team finishes in a tie for the regular season championship of the ACC.
 2. The Coach will be paid a bonus of **eight thousand dollars (\$8,000)** if the men's basketball team finishes as the champion of a post-season Atlantic Coast Conference Tournament or a bonus of **four thousand dollars (\$4,000)** if the team finishes as the runner-up in said Tournament.
- (b) NCAA Tournament
1. The Coach will be paid a bonus of **three thousand dollars (\$3,000)**

(3)

if the men's basketball team competes in the first round of the National Collegiate Athletic Association (NCAA) Division I Men's Basketball Tournament during the term of this contract.

2. The Coach will be paid a bonus of **three thousand dollars (\$3,000)** if the men's basketball team competes in the second round of the NCAA Division I Men's Basketball Tournament during the term of this contract.
3. The Coach will be paid a bonus of **three thousand dollars (\$3,000)** if the men's basketball team competes in the third round ("Sweet 16") of the NCAA Division I Men's Basketball Tournament during the term of this contract.
4. The Coach will be paid a bonus of **three thousand dollars (\$3,000)** if the men's basketball team competes in the fourth round ("Elite Eight") of the NCAA Division I Men's Basketball Tournament during the term of this contract.
5. The Coach will be paid a bonus of **three thousand dollars (\$3,000)** if the men's basketball team competes in the fifth round ("Final Four") of the NCAA Division I Men's Basketball Tournament during the term of this contract.
6. The Coach will be paid a bonus of **three thousand dollars (\$3,000)** if the men's basketball team finishes as runner-up of the NCAA Division I Men's Basketball Tournament or a bonus of **three thousand dollars (\$3,000)** if the men's basketball team finishes as National Champion of the NCAA Division I Men's Basketball Tournament during the term of this contract.

- (c) Each of the bonuses set forth in subparagraphs 3.6.a.1 through 3.6.b.6, above, may be independently earned, said bonuses being cumulative in nature.

3.7 Academic Bonuses The University will pay the Coach a bonus in each year the men's varsity basketball team achieve the following:

- (a) The Coach will be paid a bonus of **ten thousand dollars (\$10,000)** if the graduation rate of the men's varsity basketball program, as reported by the NCAA for the most recent reporting period, is 75% or higher.

(4)

- (b) The Coach will be paid a bonus of **five thousand five hundred dollars (\$5,500)** if the reported graduation rate of the men's varsity basketball program, as reported by the NCAA for the most recent reporting period, is less than 75%, but greater than or equal to 70%.

Payment will be made within 60 days following the date the NCAA report is available.

3.8 Tickets The Coach shall be eligible to receive the following complimentary tickets during the term of this Agreement:

- (a) Regular Season Tickets:

Six (6) season tickets for men's home basketball games, with the opportunity to purchase four (4) additional regular season tickets at face value.

Two (2) season tickets for home football games.

Two (2) season tickets for women's home basketball games.

- (b) Post Season Tickets: Subject to availability, for each post-season **men's basketball** competition in which the Coach participates as Assistant Coach, he shall be eligible to receive six (6) complimentary tickets. Subject to the continued availability of 75 complimentary tickets provided by the NCAA to the University for qualifying institutions, the Department of Intercollegiate Athletics will allow the Coach to invite one (1) guest to travel with the team to each round of the NCAA Division I Men's Basketball Tournament in which the University participates. Subject to availability, for post-season competitions of other University varsity sports, the Coach may request the opportunity to purchase tickets at face value.

- (c) Maryland Public Ethics Law Subject to NCAA rules, the use of these tickets is left to the Coach's discretion; however, the sale or exchange of these tickets may raise issues under Maryland State Ethics laws, including, but not limited to, soliciting gifts or creating a conflict of interest. It is the responsibility of the Coach to consult with the University's legal office or the Maryland State Ethics Commission before selling or exchanging his tickets for any tangible benefit.

3.10 Benefits The Coach shall be entitled to the same health insurance, retirement benefits, tuition remission, and sick leave currently provided to Exempt staff employees, with the exception of annual leave and holiday leave, which are not provided under this Agreement. The Coach is not eligible to use University or other State employee grievance procedures. The Coach may, however, bring work

(5)

disputes to the attention of the Director of Athletics (or designee), and/or seek assistance from the Policy Administration and Dispute Resolution Section of the University's Human Resources Department. The Coach is covered by applicable federal and State of Maryland equal employment opportunity statutes.

- 3.11 Withholdings and Deductions The foregoing compensation shall be subject to the same payroll deductions (for example, State and federal taxes, FICA withholding, and retirement plan deductions) that apply to University Exempt staff employees. It shall be the responsibility of the Coach to determine his obligation under Federal and state tax provisions to report the value of tickets received under Paragraph 3.9 and to pay any associated income tax.

4. COACH'S DUTIES

In consideration of the annual salary and other benefits which may become due and payable to the Coach under provisions of this Agreement, the Coach promises and agrees as follows:

- 4.1 General To faithfully and conscientiously perform the duties assigned by the Head Coach (or designee) and the Director of Athletics of the University of Maryland, College Park (the "Director of Athletics"), as specified in Paragraph 1, above, and to maintain the high moral and ethical standards commonly expected of the Coach as a leading representative of the ICA.
- 4.2 Commitment To devote full-time attention and energy to the Assistant Coaching duties required herein and to the promotion of the University's Athletic program and to avoid any business or professional activities or pursuits that may interfere with the performance of his duties under this Agreement or might otherwise conflict with the University's interests.
- 4.3 Rules Compliance To recognize and comply with the laws, policies, rules and regulations of and governing the Department of Intercollegiate Athletics ("ICA"), the University and its employees and the rules of the National Collegiate Athletic Association ("NCAA") and of the Atlantic Coast Conference ("ACC"), as now constituted or as they may be amended during the term hereof. This shall include adhering to ICA policies and procedures in critical areas, to include but not limited to, recruiting, compliance, university and team related travel, attending coaches meetings, and completing appropriate compliance forms. The Coach shall be responsible, through education and monitoring, to ensure that all assistant coaches, staff, student-athletes and other persons affiliated with the men's basketball teams comply with the aforesaid policies, rules, and regulations. The Coach shall be accountable for violations by any coach, staff member, student-

(6)

athlete or other person under the Coach's supervision or control; provided, with reasonable foresight and knowledge he should have prevented the occurrence. The Coach shall immediately inform the ICA Compliance Officer of any suspected violation and assist the investigation and reporting thereof.

- 4.4 Academic Performance To act at all times to ensure the academic progress and achievement of the student-athletes under his/her supervision is of the highest importance. The Coach agrees to adhere to the University's standards and goals for academic performance of its student-athletes in his/her recruitment, supervision and coaching of players. The Coach agrees to follow conscientiously any directives from the 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 forfeit the opportunity to earn bonuses under Paragraph 3.6 (Competition Bonuses), in any year the NCAA Academic Performance Rate (APR) "cut score" (currently 925), as may be modified by the NCAA, is not achieved and the men's basketball team is subject to contemporaneous and/or historical APR penalties.

5. TRAVEL EXPENSES

- 5.1 Assistant Coach Travel Expenses -- The Coach shall conduct such travel as is necessary to carry out his duties as Assistant Coach, and shall be entitled to reimbursement for travel expenses pursuant to University and ICA policies, including ICA rates.
- 5.2 Family Travel Expenses -- For any NCAA certified tournament in which the Coach participates as a working member of the official travel party that occur during University holidays, ICA may, in its sole discretion, permit the Coach to have his/her spouse and dependent children accompany him/her at University expense (hereinafter "Family Travel Expense"). Family Travel Expenses shall be limited to transportation, lodging, and meals during the required travel and competition dates only, and only as permitted by University and Intercollegiate Athletics policies and rates. For tax purposes, the University shall report the value of the Family Travel Expenses as part of the Coach's income.

6. PROMOTIONS AND FUND RAISING ACTIVITIES

The Coach shall be available for media or other public appearances, including but not limited to, public and private fund raising and development activities at such times and places as the University, through the Director of Intercollegiate Athletics, may reasonably require and determined to be beneficial to the University and its Intercollegiate Athletic Program. The

(7)

Coach shall comply in all material respects with such requests. Fund raising shall include, but is not limited to, activities that foster the continued growth of the Terrapin Club, that cultivate potential donors, and that solicit major gifts. It is understood that ICA may require the Coach to participate in events organized by sponsors of the Intercollegiate program. For these services faithfully performed by the Coach during each fiscal year, the University will pay the Coach an annual amount of **two thousand five hundred dollars (\$2,500)**, payable in equal installments at the end of each regular University pay period.

7. **SERVICE, EQUIPMENT AND APPAREL ENDORSEMENTS**

7.1 **University's Exclusive Right:** The University reserves the exclusive right to contract with commercial firms regarding the procurement or endorsement of equipment, apparel or services that may be worn or used by student-athletes or ICA personnel in practices, public performances, and team appearances and travel. Any revenue derived from such contracts shall be the sole and exclusive property of the University; provided, however, to the extent any such contracts require in part the personal services of the Coach beyond those otherwise required under the terms of this Assistant Coach Agreement, the University will provide a stipend to the Coach in an amount the University determines reflects the Coach's contribution of such services.

7.2 **Prior University Consent Required:** The Coach may not engage in any endorsement, consulting, or broadcasting activities for a fee without the prior written consent of the Director of Athletics (or designee), which consent and approval shall not be unreasonably withheld. Furthermore, as is required of Exempt staff employees of the University, the Coach shall submit a written report at the close of each semester (i.e., by February 1 and September 1) to the Director of Athletics (or designee) describing any such activities and the compensation received therefrom.

8. **SUMMER CAMPS**

The right to sponsor and operate a **basketball** summer camp ("Camp") on University premises belongs to the University, acting through the Department of Intercollegiate Athletics ("ICA"). The Coach cannot conduct camp without the specific written approval of the Director of Athletics.

9. **PASS LISTS**

During the term of this Agreement and subject to the rules of the NCAA and the ACC as they now exist or may be amended, the Coach shall be eligible to utilize the recruiting pass list for complimentary admissions to designated varsity competitions, including, but

not limited to football, men's basketball and women's basketball. The number of pass list admissions available to the Coach will be subject to availability and limited for use by high school or junior college coaches, and high school or junior college prospective student-athletes and their family members. Family, friends, prospective donors, or business associates are not eligible for admission on the recruiting pass list. Requests for inclusion on a separate pass list for prospective donors and business associates will be reviewed and managed on a case-by-case basis by an administrator assigned to that sport. All such requests should be submitted no later than two hours prior to game time.

10. **TERMINATION**

10.1 General Notwithstanding Paragraph 2, this Agreement shall terminate upon the occurrence of any of the following contingencies, and except for the payment of any salary or other compensation, or installments thereof, earned as of the date of termination, the rights and obligations of the parties shall cease:

- (a) In the event of the Coach's death or permanent disability.
- (b) In the event of the Coach's resignation or retirement from University employment or upon his acceptance of other employment in violation of the terms of this Agreement.
- (c) In the event of cause as determined by the Director of Athletics; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director of Athletics. The decision of the Director of Athletics shall be final.

Cause shall include material misconduct, moral turpitude, or a pattern of unprofessional or unsportsman-like behavior, insubordination, refusal, neglect, or failure to render services or otherwise fulfill completely the duties and obligations established in this Agreement. Cause includes neglect or willful conduct which the Director of Athletics concludes violates the NCAA Constitution or the NCAA Operating Bylaws, especially those pertaining to Ethical Conduct. Cause shall also include the failure of the Coach to inform the University that he had been found in violation of the NCAA Constitution or Operating Bylaws at another NCAA institution prior to his acceptance of employment at the University.

10.2 Termination for Convenience of University In addition to the reasons for termination set forth in Paragraph 10.1, the performance of work under this Agreement may be terminated by the University whenever the University

(9)

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 it becomes effective.

In the event of a termination pursuant to this Paragraph 10.2, the Coach shall be entitled to continue to receive the compensation provided in Paragraph 3.1 (Salary) for the remaining portion of the term of this Agreement as if the Coach were still actively employed; provided, however, the Coach shall have an affirmative duty to mitigate amounts paid by the University by actively seeking employment in his profession during the remaining portion of the term. In the event the Coach secures other employment, whether compensated or uncompensated, during the remaining portion of the term of this Agreement, he is obligated to notify the University in writing of the terms of that employment before the first day of said employment, including salary and any additional compensation. The University has the right to reduce its continuing payment obligations to the extent that he earns other salary and additional compensation. In the event of uncompensated employment, or employment below the fair market value of such employment (hereafter collectively referred to as "Volunteer Employment"), the University has the right to reduce the continuing payment obligations to the Coach in the amount of the fair market value of the Volunteer Employment, plus the amount of any other additional non-salary compensation received. Fair market value shall be the salary received by similarly situated coaches employed by the entity receiving the Coach's Volunteer Employment services. Failure to notify the University as required under this Paragraph 10.2 shall be considered a material breach of this Agreement, and shall relieve the University from all future obligations to make payments to the Coach under this Agreement.

11. ACTIONS OTHER THAN TERMINATION

11.1 General: In the event the Director of Athletics determines the Coach has engaged in activity or neglect constituting cause as set forth in Paragraph 10.1(c), above, it shall lie in the discretion of the Director to take action other than termination; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director. The decision of the Director of Athletics shall be final. Actions the Director may take include, but are not limited to, a forfeiture of future bonuses or benefits; loss of a planned salary increment or merit raise, probation, or permanent reassignment.

11.2 Interim Suspension or Reassignment. The Director of Athletics may suspend (with or without pay) or reassign the Coach pending an investigation, decision or other matter related to the existence of cause for termination or other action

pursuant to Paragraphs 10.1 or 11.1, above.

12. **PERSONAL SERVICES**

- 12.1 **Coach Shall Not Seek Other Employment** Except for employment described in Paragraph 10.2 (Termination for Convenience of University), above, the Coach agrees not to personally or through any agent actively seek or negotiate other employment of any nature (including the delivery of Volunteer Employment or work as an independent contractor) during the term of this Agreement without first having advised the Head Coach and Director of Athletics of the intention to do so, and shall not accept such employment except in conformity with and subject to the requirements of Paragraphs 12.3 and 12.4, below.
- 12.2 **Coach's Unique Services** The Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as a **basketball** coach which, in addition to the future acquisition of coaching experiences at the University, and the University's special need for continuity in its **basketball** program, will render the Coach's services unique. The Coach recognizes that the loss of his services to the University, without University approval and release, prior to the expiration of the term of this Agreement or any renewal thereof, would cause an inherent loss to the University which cannot be estimated with certainty, or fairly or adequately compensate by money damages.
- 12.3 **Coach Shall Not Accept Other Employment** Except as provided in Paragraph 10.2, above, the Coach therefore agrees, and hereby specifically promises, not to accept employment, under any circumstances, as a **basketball** coach at any institution of higher education which is a member of the NCAA or by any domestic or international team participating in any professional league or conference requiring performance of duties prior to the expiration date of the term of this Agreement or any extension thereof, without first obtaining a release from this Agreement, or having negotiated a settlement thereof in writing accepted by the Director of Athletics and the President.
- 12.4 **Injunctive Relief and Indemnity** The Coach agrees that the University shall have the right, in addition to any other rights which the University may possess, to obtain an injunction by appropriate judicial proceedings to prevent the Coach from coaching or performing activities related thereto in violation of this Agreement for any person, institution, firm, corporation or other entity; and against any other breach of this Agreement; and the Coach further agrees to indemnify the University for its costs in any injunctive proceeding including court costs and reasonable attorneys' fees.

13. **RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the Coach and the University shall be determined solely by the terms and conditions of this Agreement.

14. **LIMITATION OF REMEDIES**

The parties agree that neither shall be liable to the other for any collateral or consequential damages of any kind, including damages for lost collateral business opportunities or compensation arrangements, or for court costs and attorney's fees (except as specifically permitted in Paragraph 12.4 (Injunctive Relief and Indemnity)).

15. **ASSIGNMENT**

Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the prior express written consent of the other party.

16. **SEVERABILITY**

If any 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.

17. **GOVERNING LAW**

This Agreement shall be governed, construed and enforced pursuant to the laws of the State of Maryland without reference to its conflicts of laws doctrine. The Coach consents to the exclusive jurisdiction of the Circuit Court for Prince George's County, Maryland, to resolve any dispute between the parties and agrees to waive his right to assert that this forum lacks personal jurisdiction over him or is an inconvenient form for resolving any underlying dispute between the parties; provided, however, with respect to any federal causes of action that may arise between the parties which are expressly and exclusively reserved to the courts of the United States by statute or the Constitution, the United States District Court for the District of Maryland shall be the proper venue; provided further, nothing in the operation of this Agreement as a whole or in this Paragraph 17 shall act as or constitute a waiver of the Eleventh Amendment immunity of the State of Maryland or its instrumentality and agency, the University of Maryland.

18. **MODIFICATIONS**

This Agreement constitutes the entire understanding between the University and the Coach and may not be altered except by a written amendment duly executed by both

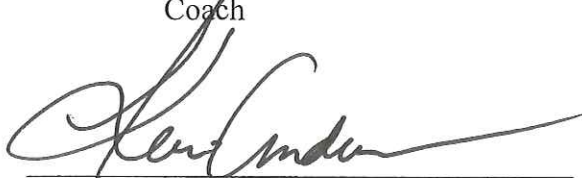
parties.

IN WITNESS WHEREOF, the Coach and the authorized representative of the University have executed this Agreement below.



Orlando Ranson
Coach

Date



Kevin Anderson
Director of Athletics

1/24/12

Date

APPROVED BY ICA
BUSINESS OFFICE:

Name

Date