

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

by and between

CLEVELAND STATE UNIVERSITY

and

DANIYAL ROBINSON

This First Amendment to Employment Agreement (“Amendment”), is entered into this __ day of May 2024, between DANIYAL ROBINSON (“Coach”) and CLEVELAND STATE UNIVERSITY (“University”). Coach and University are collectively referred to herein as the “Parties”.

WHEREAS, the Parties executed an Employment Agreement dated April 6, 2022 (“Agreement”); and

WHEREAS, the Parties now desire to revise the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Section 1. Term of Agreement:** The date “April 30, 2027” is deleted and replaced with “April 30, 2029.”
2. **Section 5. Salary:** The amount “\$325,000” is deleted and replaced with “\$338,000.”
3. **Section 18(e)(ii). Termination by Coach:** Section 18(e)(ii) is deleted and replaced with the following:

In the event that Coach elects to terminate this Agreement prior to the Expiration Date, Coach shall pay the University on demand, as liquidated damages due the University and not as a penalty based on the schedule below depending on the date of termination:

Effective date – April 30, 2025- \$500,00;
May 1, 2025-April 30, 2026- \$300,000;
May 1, 2026-April 30, 2027- \$200,000;
May 1, 2027- April 30, 2028- \$100,000;

No liquidated damages shall be payable if termination occurs on or after May 1, 2028. In the event of termination pursuant to this Section 18(e), the University’s sole obligation to Coach shall be to pay any Accrued Obligations (as defined in Section 18(f)).

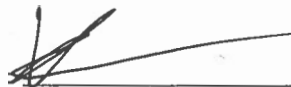
4. **Other Terms and Conditions:** Except as described above, the terms of the Agreement shall remain in full force and effect without modification.
5. **Board of Trustees Approval:** The Parties acknowledge and understand that final approval of the terms and conditions described in this Amendment lies with the University's Board of Trustees, and that such terms and conditions are not binding unless and until the University's Board of Trustees approves execution of the Amendment Employment Agreement.
6. **Execution of the Amendment:** This Amendment 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 Amendment.

For Cleveland State University:



5/20/24

Laura Bloomberg
President



5/16/24

Kelsie Gory Harkey
Interim Director of Athletics

Coach Robinson:



5/17/24

Daniyal Robinson