



Bath, Liz <bathec@miamioh.edu>

Offer of Employment - Miami University

ROTHKM@miamioh.edu <ROTHKM@miamioh.edu>
To: LIK2@miamioh.edu

Tue, May 28, 2019 at 5:45 PM



May 28, 2019

Kongrong Li

Intercollegiate Athletics

Dear Mr. Li:

On behalf of the President of Miami University, I write to offer you the position of Head Coach Men & Women's Dive. The effective date of your appointment is 06/01/2019. This is an unclassified staff appointment. The terms and conditions of this appointment are outlined below:

Department: Intercollegiate Athletics

Annual Salary: \$53,994

End date of current appointment: 05/31/2020

Employment Terms: Full-time, annual appointment

This letter of appointment includes the terms and conditions of the appointment set forth within this document. This appointment is assumed to meet your acceptance unless you advise my office in writing to the contrary by 05/31/2019.

Your appointment is as a full-time coach and is an unclassified staff, limited-appointment position. Your supervisor will assign the responsibilities associated with your coaching appointment and will assist you in identifying the support services available to you.

This appointment recognizes the need for elasticity in the time commitments of a coach to their professional obligations; i.e., the University recognizes that coaches experience greater demands on their time during recruiting and playing seasons and lesser demands during other periods. As a member of the Miami University coaching staff, you are expected to invest a full-time, professional effort in making your program successful, but that your time commitment may vary with those fluctuating demands. Accordingly, coaches appointed under the terms of this appointment do not accrue vacation. **You are entitled to 22 non-contract days per year for personal business, vacation and recreation during the course of the year; you are to arrange for time away from your position of more than one-half day with your supervisor. You are not entitled to accrue or carry-over unused non-contract days beyond the contract year. Coaches are not entitled to cash out any unused non-contract days.**

As a coach, you are required to comply with the bylaws and regulations of the National Collegiate Athletic Association (NCAA) and the Mid-American Conference (MAC) and the National Collegiate Hockey Conference (NCHC), as applicable. If you violate an NCAA, MAC or NCHC bylaw or regulation you will be subject to termination, disciplinary or corrective action. Violation of an NCAA bylaw or regulation will subject you to discipline or corrective action as set forth in the provisions of the NCAA

enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. In addition you may be terminated or disciplined for any act or omission that may give rise to a finding that the institution has violated a NCAA, MAC or NCHC bylaw or regulation.

Arrangements for summer camps and related activities at Miami University are subject to University policies; if you are interested in such arrangements, either now or in the future, please contact the Director of Intercollegiate Athletics or the Director's designee for additional information.

As a staff member in the Department of Intercollegiate Athletics, and in accordance with NCAA Bylaw 11.2.2 you are required to provide on an annual basis a written detailed account to the President of all athletically related income and benefits from sources outside the institution. In addition you are required to receive advance authorization for outside employment in accordance with the University's Ethics and External Services Policy. Sources of such income shall include, but are not limited to, the following:

- a. Income from annuities;
- b. Sports camps;
- c. Housing benefits (including preferential housing arrangements);
- d. Country club memberships;
- e. Complimentary ticket sales;
- f. Television and radio programs;
- g. Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

General Terms - As a full-time employee of Miami University, you are expected to comply with applicable rules, regulations, and procedures of Miami University, directives as promulgated by the President and official actions of the Board of Trustees, as now in effect and hereafter amended. This appointment is conditioned upon full compliance therewith.

This appointment may be terminated during its term for cause. Cause includes, but is not limited to, unethical conduct as defined in NCAA Bylaw 10.1, failure to satisfactorily perform assigned duties, violation of University rules, regulations, or policies and/or directives of the President or Board of Trustees, violation of applicable athletic regulations or professional ethics, or commission of an illegal act involving moral turpitude.

To the extent that any of the terms and conditions of this appointment is in conflict with any Miami University rule, regulation or policy the terms and conditions of this appointment will prevail.

This offer of employment is conditional pending your successful completion of the University's, "Preventing Sexual Harassment" and "Preventing Employment Discrimination", training modules. We are in the process of changing vendors for these modules. You will be notified when the new modules are in place and will have 30 days from that date to complete them.

If you do not successfully complete the Preventing Sexual Harassment and Preventing Discrimination training modules within 30 days of the start of your employment, the offer is withdrawn and your appointment is automatically terminated.

We believe 2019-2020 will be a particularly exciting and productive year and look forward with pleasure to our collaborative effort to make Miami University even more successful.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Fahner". The signature is written in a cursive, somewhat stylized font.

Dawn Fahner, PHR

Associate Vice President for Human Resources
Department of Human Resources
Roudebush Hall, Room 15