



May 8, 2019

**REVISED**

Eric Rud  
Intercollegiate Athletics

Dear Mr. Rud:

On behalf of the President of Miami University, I write to offer you the position of Associate Head Ice Hockey Coach. The effective date of your appointment is 05/13/2019. This is an unclassified staff appointment. The terms and conditions of this appointment are outlined below:

**Department:** Intercollegiate Athletics

**Annual Salary:** \$120,000

**End date of current appointment:** 05/31/2020

**Employment Terms:** Full-time, annual appointment

**Monthly Vehicle Stipend:** \$375

**Moving Expenses:** You are authorized for reimbursement of qualified moving expenses up to \$10,000. University policy requires receipts for the reimbursement of travel expenses. You may contact any of the companies listed at <http://www.units.miamioh.edu/purchasing/ForFacultyAndStaff.php> to obtain a price quote.

The President's 2017 Tax Act signed in December 2017 suspended the exclusion from taxable income for recipients of employer-paid moving expenses for taxable years 2018 through 2025, except for certain active-duty members of the armed forces. As a result, IRS regulations mandate that moving expenses reimbursed or paid on behalf of employees constitute taxable income.

The value of this reimbursement is included as a taxable benefit on the next paycheck after Payroll receives notification so that appropriate taxes can be withheld. These taxes include federal, state, local, and Medicare, if applicable. This amount is also included on the W-2 Wage and Tax Statement at year-end.

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 05/10/2019.

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.

**If, at any time during the term of this appointment, Christopher Bergeron no longer serves as Miami University's head coach, then Miami University reserves the right to terminate your employment. If the University chooses to terminate your employment in such a circumstance, the University will give you sixty (60) days notice or at the University's sole option and in lieu of sixty (60) days notice, pay to you as liquidated damages and not compensation, your then current salary in equal monthly installments for a period not to exceed two (2) months. You will not be entitled to any further notice, compensation or benefits under this Appointment**

This appointment may be renewed consistent with Miami University's policies. In the event you will need sponsored work authority to cover any reappointment period, Miami University reserves the right to withdraw and terminate an offer of reappointment if work authority is not obtained at least 21 days prior to your reappointment date. In making this determination, Miami University may consider a number of factors, including but not limited to, the likelihood that authorization will not be received in time to begin your reappointment in a timely manner and the effect on students, faculty, and staff and the efficient operation of the University.

University Provided Benefits - In the event you accept this appointment, you will be entitled to certain benefits. Please contact Benefit Services, Room 15, Roudebush Hall to sign up for these benefits if you have not already done so. These benefits include:

- a. employee-group life insurance and accidental death and dismemberment insurance;
- b. long term disability coverage;
- c. dental benefits plan (dependents may be covered by paying 25% of the cost of the family dental contract);
- d. group health insurance - coverage begins on the first day of the month, following appointment;
- e. sick leave - earned at the rate of 15 days per year
- f. Public Employees Retirement System - Miami University pays the employer contribution (currently 14.00%) and employee contributions (currently 10.0%) are withheld from your pay on a pre-tax basis or eligible to elect the Alternative Retirement Plan (ARP);
- g. University holidays
- h. fee waivers in accordance with University policy;
- i. participation, on a voluntary basis, in flexible spending account programs.

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.

Enclosed is an information sheet that describes the University's policies and procedures relative to new appointments. Also, please note that the Immigration Reform and Control Act of 1986 requires that you present certain documentation to an employer before you can be hired; you will be expected to bring appropriate documentation to the Benefit Services Office, Room 15, Roudebush Hall, before you can be placed on the University's payroll. This session can take up to two hours to complete. A Benefit Services representative will contact you to schedule a sign-up session after you have completed the on-line Personnel Data Sheet. A list of alternatives that will meet the documentation requirements of the Act is enclosed.

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.

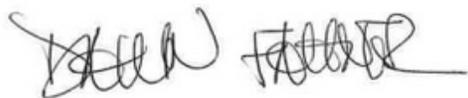
If you do not successfully complete the Preventing Sexual Harassment and Preventing Discrimination training modules within 30 days of the start of your employment, the offer is withdrawn and your appointment is automatically terminated.

This offer is contingent about the successful confirmation of your educational certification or degree as outlined in your resume and/or employment application.

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.

Please indicate, using our on-line hiring system, if you accept the appointment offered under terms and conditions contained herein. I have enclosed a copy for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Fahner". The signature is written in a cursive style with some loops and flourishes.

Dawn Fahner, PHR

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

2/enclosures