

June 20, 2023

Lawrence Scully  
[REDACTED]  
[REDACTED]

Dear Lawrence,

On behalf of the President Gregory Crawford, it is my pleasure to offer you the position of Assistant Baseball Coach. The effective date of your appointment is June 21, 2023. This is an unclassified staff appointment. The terms and conditions of this appointment are outlined below:

Department: Intercollegiate Athletics  
Annual Salary: \$55,000.00  
End date of current appointment: July 31, 2024  
Employment Terms: Full Time Extended Appointment Eligible

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 June 21, 2023.

**RELOCATION STATEMENT: \$4,583.33 1 Month's Salary**

The President's 2017 Tax Act signed on 3 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.

Your appointment is as a full-time coach and is an unclassified staff, annual 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, Brian Smiley 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.

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.

If these terms are acceptable to you, please indicate your acceptance.

We believe 2023-2024 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,



Dawn Fahner, PHR  
Sr Associate Vice President  
Department of Human Resources  
Roudebush Hall, Suite 15

/enclosures