

June 13, 2023

Brian Smiley  
[REDACTED]  
[REDACTED]

Dear Brian,

On behalf of President Gregory P. Crawford, it is my pleasure to offer you the position of Head Baseball Coach. This is a Multi-Year Appointment. The terms and conditions of this appointment are outlined below:

**Appointment Effective Date:** June 20, 2023

**Department:** Intercollegiate Athletics

**Annual Salary:** \$100,000.00

**End Date of Appointment:** July 31, 2024

**Employment Terms:** Annual Appointment

**University Provided Benefits:** Yes

**Additional Terms:** Refer to Signed Multi-Year Term Sheet

Effective July 1, 2023, you will be eligible for the benefits currently available to employees of Miami University. Detailed information on benefits and eligibility are found on the [Total Compensation information page on our website](#). Please note that you have the choice to participate in either the Ohio Public Employees Retirement System or the Miami University Alternative Retirement Plan offered through a number of independent carriers. You are required to select a retirement plan within 120 days of your employment.

**RELOCATION STATEMENT: One Month's Salary of \$8,333.33**

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.

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.

Miami University requires the completion of three online education modules on: (1) Preventing Harassment and Discrimination; (2) Diversity: Inclusion in the Modern Workplace; and (3) Managing Bias. It is suggested that you set aside about three hours to complete all three of the modules. New employees will receive their training assignments via email with the subject line "OEEO Online Training." In addition, a former employee is required to complete the training if it has been at least 365 days since training was last completed. Training must be completed within 30 days from the date you receive email notification with login instructions. Should you fail to complete the training within this 30-day timeframe you will be terminated from employment.

There are also several other matters that must be attended to in order for you to begin employment. Federal law requires you to personally present documentation regarding eligibility for employment before you can be hired and requires the University to complete a form known as an I-9. A list of the acceptable documentation is enclosed.

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  
Associate Vice President  
Department of Human Resources

Roudebush Hall, Suite 15

/enclosures