

ROUDEBUSH HALL ROOM 15 OXFORD, OHIO 45056-3653 (513) 529-3131 (513) 529-4223 fax

July 28, 2023

Makoto Ogawa

Dear Makoto,

On behalf of President Gregory P. Crawford, it is my pleasure to offer you the position of Fellowship Athletic Trainer. This is an extended eligible unclassified staff appointment. The terms and conditions of this appointment are outlined below:

Appointment Effective Date: July 31, 2023 Department: Intercollegiate Athletics Monthly Salary: \$3,000.00 End Date of Appointment: May 30, 2024 Employment Terms: Extended Appointment Eligible University Provided Benefits: Yes

Additional Terms: Your position is contingent upon the successful verification of educational information provided on your resume and/or employment application. Should there be a problem with this information you will be contacted, otherwise employment will proceed as outlined below.

Effective August 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 <u>Total Compensation information page on our</u> <u>website</u>. 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.

This appointment recognizes the need for elasticity in the time commitments of a Athletic Trainer 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 Athletic Training 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, Athletic Trainers 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.

Your appointment is, of course, subject to applicable rules, regulations and procedures of Miami University as now in effect and hereafter amended, directives of the President and actions of the Board of Trustees. This appointment is also subject to all applicable laws and regulations, including Ohio's Ethics laws. The enclosed "Miami University Terms of Employment for Unclassified Staff" sets forth additional terms of employment and is incorporated herein by reference. Please review carefully, as you will be responsible for meeting the terms and employment requirements as elaborated. The enclosure and this letter contain all the terms of our offer of employment. There are no other understandings or agreements, verbal or otherwise, in relation thereto between the University and you except as expressly set forth herein.

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.

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.

RELOCATION STATEMENT: \$1,500 on first Months check paid on 8/31/2023

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.

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.

You will generally attend New Employee Orientation on your first day of employment. There you will complete the necessary paperwork for employment, payroll, and benefits. If your New Employee Orientation is scheduled following your first day of employment, one of our Human Resources Generalists will be in contact with you to schedule an appointment to complete your required documentation on or prior to your start date. You will not be able to work until the documentation is complete.

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

Welcome to the Miami University community! We hope that you will find professional and personal success at Miami. We are excited about having you join us and contributing to the future of this great university.

Sincerely,

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

/enclosures