EMPLOYMENT AGREEMENT

This Employment Agreement is entered into by and between Miami University ("Miami") and Tom Chorny ("Coach") who agree as follows:

1.0 Employment

1.1 Subject to the terms and conditions of this Agreement, Miami shall employ Coach as the head coach of its Men's and Women's Track & Field and Cross Country team (the "Team"). Coach represents and warrants that he is fully qualified to serve; and is available for employment, in this capacity.

1.2 Coach shall be responsible, and shall report directly to Miami's Director of Intercollegiate Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters.

1.3 The parties recognize that the Director is responsible to the President for the operation, review and periodic evaluation of the entire athletic program at Miami, including the Track & Field and Cross Country program. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such program. Coach agrees to recognize and respect those relationships and the organizational structure of Miami. Within that structure, the Director and Coach shall mutually cooperate to implement the purposes of this Agreement.

1.4 Coach shall manage and supervise the Team and shall perform such other duties in Miami's athletic program consistent with his status as head coach, as the Director may assign.

1.5 Coach agrees to represent Miami positively in public and private forums and shall not engage in conduct that reflects adversely on Miami or its athletic programs. Coach shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of Miami and its Department of Intercollegiate Athletics.

2.0 Term

2.1 This Agreement is for a fixed-term appointment commencing on August 1, 2019, and terminating, without further notice to Coach, on July 31, 2022. Each contract year shall begin on August 1, and terminate on July 31.

2.2 This Agreement is renewable solely upon an offer from Miami and an acceptance by Coach, both of which must be in writing and signed by the parties. This Agreement in no way grants Coach any claim to tenure or extended appointment status at Miami, nor shall Coach's service pursuant to this Agreement count in any way toward tenure or extended appointment status at Miami.

3.0 Compensation

3.1 In consideration of Coach's services and satisfactory performance of this Agreement, Miami shall pay Coach:

(a) $71,000 per year ("Base Salary"), payable in monthly installments in accordance with normal Miami procedures;

(b) Such normal employee benefits (except vacation) as Miami provides generally to unclassified administrative staff;

(c) In lieu of vacation, Coach shall be entitled to 25 non-contract days, per contract year, and shall take these days off in consultation with and with the approval of the Director. Coach shall not be entitled to accrue or carry over unused non-contract days beyond the contract year. Coach shall not be able to cash out any unused non-contract days.

3.2 Coach shall be eligible for salary increases and discretionary bonuses, as recommended by the Director and approved by the President, during each contract year beginning August 1, 2020.

3.3 For the achievements listed below, Miami shall pay within sixty (60) days of the achievement, the following sums to Coach:

ANNUAL CLASS RETENTION RATE OF 80% OR HIGHER
1.5% of Base Salary per class

Annual Class is defined as the number of recruited student-athletes who sign a national letter of intent to participate on the Team at Miami and matriculate at Miami University on the first class day of fall semester in a given academic year.

Annual Class Retention Rate is calculated by taking the number of students in the Annual Class who return to Miami for the subsequent academic year, having fulfilled the satisfactory progress toward degree requirements of Miami, (MAC and NCAA) divided by the Annual Class.

For each of the following exceptional athletic achievements, Miami shall pay, as supplemental compensation, within sixty (60) days of the achievement, the following sums:

MAC CHAMPIONSHIP or NCAA TEAM QUALIFICATION (1 or other)	8.333% OF BASE SALARY
MAC OR REGIONAL COACH OF THE YEAR (1 or other)	4.167% OF BASE SALARY
NCAA TOP 10 FINISH	8.333% OF BASE SALARY
NCAA NATIONAL TEAM CHAMPIONSHIP	16.667% OF BASE SALARY
NATIONAL COACH OF THE YEAR	8.333% OF BASE SALARY
SPORT ALL-AMERICAN or INDIVIDUAL NATIONAL CHAMPION: FIRST TIME ➔ ALL ADDITIONAL TIMES AFTER FIRST ➔	 4.167% OF BASE SALARY $1,000
NOTE: Each sport will be tracked separately as a team: Women's Cross Country, Men's Cross Country, Women's Indoor Track, Women's Outdoor Track & Field and Men's Outdoor Track and Field. Individual All-American Awards will be cumulative per season (cross country, indoor, or outdoor).	

3.4 All salary or compensation of Coach for performance of coaching duties shall be paid only by

Miami, or as expressly approved, in writing by the Director. To that end, Coach will not solicit or accept gifts of cash or of substantial value or accept hospitality, other than reasonable social hospitality, from any person, including without limitation, a person who is a "representative of the athletic interests of the University" as that term is defined in governing athletic rules.

3.5 All compensation received by Coach will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other payroll taxes.

4.0 Coach's Specific Duties and Responsibilities

4.1 In consideration of the compensation specified in this Agreement, Coach shall:

(a) Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement, including all duties that the Director may assign as provided in Section 1.4 hereof, and including all duties as set forth in Coach's then current job description on file with the Department of Intercollegiate Athletics;

(b) Develop and implement programs and procedures with respect to the evaluation, recruitment, training, instruction, and coaching of Team members to compete successfully while assuring their welfare;

(c) Observe and uphold all academic standards, requirements and policies of Miami and encourage. Team members to perform to their highest academic potential. Coach recognizes that the primary mission of Miami is to serve as an institution of higher learning and shall fully cooperate with all academic counselors or similar persons designated by Miami to assist student-athletes and shall use his personal best efforts to encourage and promote those efforts. In that respect, Coach recognizes that the goal of Miami is that every student-athlete obtain a baccalaureate degree, and agrees to support fully the attainment of this goal. It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because Miami believes the student-athlete would not be an appropriate representative of Miami under team or university policies, as a disciplinary sanction under Miami's Code of Student Conduct, or because Miami believes that the student-athlete is not eligible according to the rules for athletic competition specified by the Mid-American Conference ("MAC") or the National Collegiate Athletic Association ("NCAA") or for similar reasons. Such an action shall not be considered a breach of this Agreement; and

(d) Know, recognize and comply with all applicable laws, as well as all applicable policies, rules and regulations of Miami, the MAC and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, and other employees for whom Coach is administratively responsible and the members of Team know, recognize and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Associate Athletic Director for Academics and Compliance if Coach has reasonable cause to believe that any person or entity, including with limitation, representatives of Miami's athletic interest, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the Associate Athletic Director for Academics and Compliance at all times. Coach shall review and approve, in writing, all requests for expense reimbursements by assistant Track & Field and Cross Country coaches and graduate assistants prior to submission to Miami to reasonably ensure accuracy and compliance with Miami's regulations and governing athletic rules, and upon such satisfactory review, shall forward the same with his approval for payment.

4.2 Coach shall not undertake any business, professional or personal activities or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of Miami, would reflect adversely upon Miami or its athletic programs. Coach shall comply with Miami's Conflicts of Interest policy.

4.3 Coach agrees that he shall not, under any circumstances, discuss or negotiate directly or indirectly his prospective employment with any other institution of higher learning or any professional athletic team without providing the Director with written notice at least twenty-four hours prior to engaging in any such discussions or negotiations. Coach shall not, under any circumstances, accept employment as a coach at any other institution of higher learning or with any professional athletic team, requiring performance of duties prior to the expiration of this Agreement, without the prior written approval of the Director.

4.4 Subject to the foregoing, Coach may, with the prior written approval of the Director, enter into separate arrangements for endorsements. Coach shall not be permitted to participate in any business transactions or endorse any products or appear on any radio or television programs which may discredit or bring undue criticism to Miami or which violate any contractual obligations of Miami. Coach may not associate Miami's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation in connection with any such arrangements without the prior written approval of the Director and Vice President for Finance and Business Services. In the event that the Director and Vice President for Finance and Business Services give permission to Coach to use Miami's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation, such permission shall be non-exclusive and nontransferable, and such permission shall automatically expire upon Coach's resignation or termination from employment.

4.5 In accordance with NCAA rules, Coach shall obtain prior written approval from Miami's President and the Director for all athletically related income and benefits from sources outside Miami and shall report the source and amount of all such income and benefits to Miami's President whenever reasonably requested, but in no event less than annually.

4.6 Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of Assistant Coaches for the Team, but the final decision shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Miami's President.

4.7 Subject to University regulations and governing athletic rules, the Director or the Director's designee has the right to contract for and establish the Track & Field and Cross Country schedule of Miami's Team, and to negotiate the terms of the various Track & Field and Cross Country contracts, as well as accepting invitations for pre-season or post-season play. Coach shall be reasonably consulted by the Director or the Director's designee as to the identity of opponents, playing site and time of play for any games hereafter scheduled. Although Coach and the Director or the Director's designee shall meet at least annually to discuss potential opponents, Coach may suggest potential opponents or discuss scheduling concerns at any time.

4.8 Coach shall at all times take reasonable action necessary to comply with and to implement the policies of Miami relating to substance abuse and to class attendance by students subject to his direct control or authority, and to exercise reasonable care that all personnel and students subject to his direct control or authority comply with such policies. Coach represents and warrants that

he has read such policies and that he will remain current as to the content of such policies.

5.0 Termination

5.1 Termination by Miami for Cause - Miami may terminate this Agreement at any time *for cause,* which, for the purposes of this Agreement, shall be limited to the occurrence of one or more of the following:

(a) Neglect or inattention by Coach to the duties of head Track & Field and Cross Country coach or Coach's refusal or unwillingness or inability to perform such duties in good faith after reasonably specific written notice has been given to Coach by the Director, and Coach has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent period specified by Miami; or

(b) Material, significant or repetitive violation or breach by Coach of this Agreement or of governing athletic rules or of Miami rules and regulations or of Coach's obligations; or

(c) Conduct by Coach which meets the elements of a crime, whether prosecuted or not (excluding minor traffic offenses); or

(d) Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement; or

(e) Fraud or dishonesty of Coach in the preparation, falsification, submission or alteration of documents or records of Miami, NCAA of the MAC, or documents or records required to be prepared or maintained by law, governing athletic rules or Miami rules and regulations, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that Coach had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts; or

(f) Failure by Coach to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning propounded by Miami, NCAA, the MAC or other governing body having supervision over the athletic programs of Miami or such other institution of higher education, or required by law, governing athletic rules or Miami rules and regulations; or

(g) Failure by Coach to manage the Team in a manner that reflects the academic values of Miami as set forth in this Agreement; or

(h) Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to Miami's athletic programs or other institution of higher education propounded by Miami, NCAA, the MAC or other governing body having supervision over the athletic programs of Miami or such other institution of higher education or required by law, governing athletic rules or Miami rules and regulations; or

(i) Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional

athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to Track & Field and Cross Country or any other sport to any individual known by Coach to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons; or

(j) Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to significantly or materially impair his ability to perform his duties hereunder; or failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program established by Miami for student-athletes; or

(k) Coach's sale, use or possession or Coach's permitting, encouraging or condoning by a student-athlete, assistant coach or other athletic staff members of the sale, use or possession of any narcotics, drugs, controlled substances, steroid or other chemicals, the sale, use or possession of which by Coach or such student-athlete is prohibited by law or by governing athletic rules; or

(l) Failure by Coach to report promptly to the Director any violations known to Coach of governing athletic rules or Miami rules and regulations by assistant coaches, students or other persons under the direct control or supervision of Coach; or

(m) Failure by Coach to obtain prior approval for outside activities as required by Section 4.5 of this Agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA rules and Section 4.5 of this Agreement; or

(n) Commission of or participation in by Coach of any act, situation, or occurrence which, in Miami's reasonable judgment, brings Coach into public disrepute, contempt, scandal or ridicule or failure by Coach to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon Miami's reputation and overall primary mission and objective, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities; or

(o) Conduct by Coach (or conduct by a Track & Field and Cross Country program staff member or athlete about which Coach knew or should have known and did not act reasonably to prevent, limit or mitigate) which, in the reasonable opinion of Miami, meets the elements of a violation of applicable law, policy, rule or regulation of the NCAA or MAC whether or not such conduct is investigated by the NCAA or MAC; or

(p) Commencement by the NCAA or MAC of an investigation into a possible violation of applicable law, policy, rule or regulation of the NCAA or MAC by the Track & Field and Cross Country program; or

(q) The NCAA or MAC renders a determination that the Coach's employment should be terminated.

5.1.1 Notice - If Miami terminates this Agreement for cause under this Section 5.1, it shall give written notice to Coach of its intention to terminate this Agreement specifying the provision upon which Miami relies therefore and the intended effective date of termination.

5.1.2 Hearing Rights - In the event Miami terminates this Agreement *for cause*, Coach shall have such rights to a hearing, as are generally afforded and given to Miami's unclassified administrative staff under its Disciplinary Procedures policy (formerly Section 13.2 of the Miami University Policy and Information Manual).

5.1.3 Termination for Cause/Loss of Compensation and Benefits - In the event this Agreement is terminated *for cause* under this Sections 5.1, Coach shall not be entitled to receive any further compensation or benefits under this Agreement. In no case shall Miami be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of Miami's termination *for cause* under this Section 5.1.

5.2 Termination by Miami Other Than for Cause - If Coach's employment hereunder is terminated by Miami other than *for cause* (as delineated in Section 5.1 above) at any time during the term of this Agreement, Miami shall pay to Coach, as liquidated damages and not as compensation the following sum: $48,000 if termination occurs in the first contract year; or $24,000 if termination occurs in the second contract year. Such amount shall fully compensate Coach for the loss of salary, compensation, benefits, collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further salary, compensation and benefits or monies of any kind under this Agreement. This Section 5.2 is subject, however, to the following:

(a) Coach is required to mitigate Miami's obligations under this Section 5.2 by making reasonable and diligent efforts to obtain employment.

(b) Upon Coach's obtaining new employment, Miami's obligation to pay Coach as set forth in this Section 5.2 shall be reduced by Coach's total compensation received during the remainder of the then-current contract year. Payment shall be made in quarterly installments. The installments may not be equal if Coach is employed (thus reducing Miami's obligation) and Miami has already paid Coach certain installments pursuant to this Section 5.2. Monies due from Miami as reduced by Coach's total compensation shall be reconciled on a contract year basis.

(c) If at any time during the remainder of the then-current contract year, Coach has obtained new employment and his total compensation equals or exceeds then-current Base Salary in any twelve (12) month period then Miami's obligations under Section 5.2 of this Agreement shall cease.

5.3 Termination by Coach - If Coach terminates this Agreement for any reason other than retirement:

(a) Coach shall not be entitled to receive any further compensation or benefits under this Agreement; and

(b) Coach (or Coach's new employer, if said new employer agrees in writing), shall pay to Miami in equal monthly installments within one (1) year of the date of such termination

an amount equal to $48,000 if termination occurs in the first contract year; or $24,000 if termination occurs in the second contract year; provided, however, that Coach will not owe any amounts under this **Section 5.3(b)** if Miami no longer offers varsity Women's Cross Country, varsity Men's Cross Country, varsity Women's Indoor Track, varsity Women's Outdoor Track & Field, or varsity Men's Outdoor Track and Field, and Coach terminates this Agreement at the end of the then-current contract year; and

(c) Coach shall not for a period of one (1) year after such termination by Coach contact or otherwise seek to recruit any high school athlete previously contacted or recruited by Miami, unless such athlete had been recruited or contacted by any new institution employing Coach prior to the notice of termination by Coach to Miami.

5.4 Suspension or Other Disciplinary Action - Miami may, in its sole discretion, suspend Coach for a period not to exceed ninety (90) days in the event that: (a) an investigation is commenced by the NCAA or MAC and the University wishes, in its sole discretion, to conduct an investigation to determine if a termination for cause is justified, (b) Miami becomes aware of a potential situation unrelated to an NCAA or MAC investigation which could justify a for cause termination and Miami wishes, in its sole discretion, to conduct an investigation to determine if a termination for cause is justified, (c) a determination is made by the NCAA or MAC that Coach's employment should be suspended for a violation of an applicable law, policy, rule or regulation of the NCAA or MAC by the Track & Field and Cross Country program, or (d) a determination is made by the NCAA or MAC that Miami should be sanctioned for the activities of its Track & Field and Cross Country program but the sanctions do not include a suspension of the Coach. If the suspension is implemented pursuant to subsection (a), (b) or (d), then the payment of salary and achievement payments pursuant to Section 3.0 shall be in the sole discretion of Miami. If the suspension is implemented pursuant to subsection (b), then the payment of salary and achievement payments will be directed by the instructions of the NCAA or MAC, and if the NCAA or MAC is silent as to payment, then the decision shall be made in the sole discretion of Miami. Coach acknowledges that the University's right to implement a suspension pursuant to this section is not mutually exclusive with the University's right to terminate this contract for cause or otherwise. Coach expressly acknowledges that Miami may terminate this Agreement for cause without suspending Coach's employment, prior to the completion of a suspension, or at the conclusion of a suspension. Coach also acknowledges that Miami may invoke a more harsh punishment than is recommended by the NCAA or MAC for a violation of an applicable law, policy, rule or regulation of the NCAA or MAC by the Track & Field and Cross Country program.

5.5 Records and Information - All materials or articles of information, including, without limitation, personnel records, recruiting records, Team information, films, statistics or any other material or data, furnished to Coach by Miami or developed by Coach on behalf of Miami or at Miami's direction or for Miami's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of Miami. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control, including, but not limited to any Miami provided vehicle, all keys (including keys to any Miami provided vehicle), credit cards, telephones and computers to be delivered to Miami.

5.6 Death or Disability - Notwithstanding any other provisions of this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of Coach or if Coach becomes totally or permanently disabled as defined by the applicable state retirement system or

by any other applicable Miami supplemental disability program or is otherwise unable to perform the essential functions of the job.

5.7 Interference with Athletes - In the event of termination, Coach agrees that he will not interfere with Miami's student-athletes or otherwise obstruct Miami's ability to transact business.

6.0 Approval/Appropriations

This Agreement shall be subject to the approval of Miami's President. In conformity with Article VIII, Section 3 and Article II, Section 22 of the Ohio Constitution, nothing herein shall be construed to require any action by the Ohio General Assembly either by appropriation or otherwise. To the extent that any provision hereof would otherwise require such legislation or appropriation, such provision shall be null and void.

7.0 Waiver

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of this Agreement shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.

The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination *for cause* or without cause or suspension effected in accordance with the procedures established in this Agreement, neither Coach not Miami shall be entitled to receive, and each hereby waives any claim against the other and their respective officers, Board of Trustees, directors, agents, employees, successors, heirs and personal representatives, for consequential damages allegedly sustained by reason of any alleged loss of business opportunity, loss or perquisites, loss of speech, camp or other outside income, or expectation income, or damages allegedly sustained by reason of alleged humiliation, emotional distress, defamation or loss of consortium resulting from the fact of termination, the public announcement thereof or the release by Miami or Coach of information or documents which are required to be released by law. Coach acknowledges that in the event of termination of this - Agreement *for cause,* without cause or otherwise, or suspension hereunder, he shall have no right to occupy the position of head Track & Field and Cross Country coach and that his sole remedies are provided herein and shall not extend to injunctive relief

8.0 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in effect.

9.0 Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part of this Agreement must be brought in a court of competent jurisdiction in the State of Ohio.

10.0 Entire Agreement: Amendments

This Agreement constitutes the entire agreement of employment between the parties and supersedes all prior understandings, written or oral, with respect to the subject of employment. No amendment or

modification of this Agreement shall be effective unless in writing or signed by both parties.

11.0 Conflicts

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

12.0 Notice

Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party. Unless hereinafter changed by written notice to Coach, any notice to Miami shall be sent to:

The Director of Intercollegiate Athletics
Department of Intercollegiate Athletics
Miami University
Millett Assembly Hall
Oxford, Ohio 45056

Unless hereinafter changed by written notice to Miami any notice to Coach shall be delivered or mailed to:

Tom Chorny
Department of Intercollegiate Athletics
Miami University
Millett Assembly Hall
Oxford, Ohio 45056

[*SIGNATURE PAGE FOLLOWS*]

EMPLOYMENT AGREEMENT

Signature Page

This Employment Agreement is signed by the parties or their duly authorized representative on the dates indicated below, to be effective for all purposes as of August 1, 2019.

MIAMI UNIVERSITY:

David Sayler, Director of Intercollegiate Athletics — Date: 11/13/19

David K. Creamer, SVP for Finance and Business Services — Date: 11-13-19

Gregory Crawford, President — Date: Nov 15 2019

COACH:

Tom Chorny — Date: 11/13/19