

SECOND EXTENDED EMPLOYMENT AGREEMENT

This Agreement is effective this 15th day of December, 2021 between Miami University (the “University”) and David Sayler, Director of Intercollegiate Athletics, (Mr. Sayler).

WHEREAS, the University desires to continue to employ Mr. Sayler as the Director of Intercollegiate Athletics subject to certain terms and conditions set forth below; and

WHEREAS, the parties desire to set forth their understandings in a written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.0 Employment and Duties

1.1 The University currently employs the Mr. Sayler as the Director of its Intercollegiate Athletic Program. This Agreement extends Mr. Sayler’s employment for a term beginning December 15, 2021 and ending June 30, 2028 subject to the terms and conditions set forth herein. Mr. Sayler shall devote his full time, attention, skills and efforts to the faithful performance of his duties as Director. Mr. Sayler acknowledges and agrees that his duties will be consistent with those customarily performed by directors of intercollegiate athletic programs at NCAA Division I institutions and further described in the attached Job Description. Mr. Sayler acknowledges and agrees that in the performance of his duties he shall be under the general supervision of the President of the University (the “President”), and in his absence or disability, such person as is designated from time to time by the President or the chairperson of the Board of Trustees. Mr. Sayler acknowledges and agrees that while in the performance of his duties he shall report directly to the President, that the role of Mr. Sayler involves working relationships with numerous other individuals on a day-to-day basis and requires the building of collegial working relationships throughout the campus.

1.2 In performing his duties under this Agreement for the University, Mr. Sayler acknowledges and agrees that he shall:

- a.** faithfully and conscientiously perform the duties assigned or required of him;

- b. not make or accept any endorsement either personally or on behalf of the University without the prior written consent or approval of the President;
- c. not engage in any business, personal, or professional activities or pursuits that will conflict in any manner with the performance of any obligations Mr. Sayler may have under this Agreement;
- d. not accept or receive directly any monies, benefits or other gratuities whatsoever from any person, entity, or other organization if such action would violate National Collegiate Athletic Association, Conference, or University rules, regulations or interpretations thereof; and
- e. not make any endorsement, speech, public or private appearance, or participate in any other activity which may reasonably be construed to adversely affect the public image of the University or the University's athletic program in any way.

1.3 This Agreement is for a fixed-term appointment commencing on December 15, 2021 and terminating, without further notice to Director, on June 30, 2028. Each contract year shall begin on July 1 and terminate on June 30. This Agreement is renewable solely upon an offer from Miami and an acceptance by Mr. Sayler, both of which must be in writing and signed by the parties. The parties agree to discuss extension of this Agreement no later than September 1, 2026. This Agreement in no way grants Mr. Sayler any claim to tenure or extended appointment status at Miami, nor shall his service pursuant to this Agreement count in any way toward tenure or extended appointment status at Miami.

2.0 Compensation

2.1 In consideration of Mr. Sayler's services and satisfactory performance of this Agreement, Miami shall pay Mr. Sayler:

- a. Effective December 15, 2021, \$306,498 per year Base Salary, payable in monthly installments in accordance with normal Miami procedures; and
- b. Such normal employee benefits as Miami provides generally to unclassified administrative staff.
- c. Incentive Program:

ACHIEVEMENT BONUS	
ATHLETIC SUCCESS	BONUS AMOUNT
MAC Conference Championship in Football, Men's Basketball or Women's Basketball.	\$5,000 per championship (one championship per team)
NCAA Sanctioned Bowl Game	\$2,500 for Bowl Invitation \$2,500 for Bowl Win
Hockey NCHC Championship	\$5,000
Other MAC Team Championship or Synchronized Skating National Championship or medaling at World Championship	\$2,500 per championship (one championship per team)
ACADEMIC SUCCESS	BONUS AMOUNT
APR Rate above 940	\$5,000
Miami student-athlete six-year graduation rate equals or exceed Miami's overall Oxford undergraduate graduations rate	\$5,000
FUNDRAISING SUCCESS	BONUS AMOUNT
Fundraising for Athletic Scholarships \$500,000 or more per fiscal year*	\$8,000
Annual Giving/Red & White Membership \$1,000,000 or more per fiscal year	\$8,000

* Includes cash donations and written signed pledge agreements that will be fully paid on or before June 30, 2028.

Bonuses will be paid in a lump sum as of June 30 of each fiscal year. Mr. Sayler is first eligible for Achievement Bonuses as of June 30, 2022 based on achievements from July 1, 2021 through June 30, 2022.

d. Extraordinary Achievement

In addition to the contractual bonuses described above, the University agrees to pay the following Extraordinary Achievement Bonuses to Mr. Sayler:

EXTRAORDINARY ACHIEVEMENT	BONUS AMOUNT
Top 25 Football Ranking by AP or SI Coaches Poll	\$10,000
Playoff Rotation Bowl Appearance	\$25,000
NCAA Basketball (Men or Women) Elite 8 Appearance	\$25,000
NCAA National Championship Hockey	\$10,000
NCAA Field Hockey Elite 8 Appearance	\$5,000
MAC Reese Award	\$5,000
MAC Jacoby Award	\$5,000
MAC Cartwright Award	\$5,000

e. Internal Revenue Code § 457(f) Plans. The University established a nonqualified (ineligible) deferred compensation plan under Section 457(f)

of the Internal Revenue Code of 1986, as amended, and any regulations there under (the "Code") for Mr. Sayler's benefit (the "Plan" or the "457(f) Plan") in 2018 (Deferred Compensation Agreement).

The University will establish a second nonqualified (ineligible) deferred compensation plan under Section 457(f) of the Internal Revenue Code of 1986, as amended, and any regulations there under (the "Code") for Mr. Sayler's benefit (the "Plan" or the "457(f) Plan") in 2018 (Second Deferred Compensation Agreement). The University shall create a bookkeeping account under the Plan (the "Account") and credit \$20,000 per contract year beginning July 1,2024. The Plan shall include a substantial risk of forfeiture provision in which amounts deferred under Mr. Sayler's Account vests. The deferred compensation shall vest at the completion of the Term; provided however, should Mr. Sayler be unable to complete the Term due to his death, permanent disability (as defined by Section 409(a)(2)(C)), or termination without Cause by the University all credits made to the deferred compensation account shall be deemed to vest. If Mr. Sayler is terminated for cause or voluntarily resigns from employment, Mr. Sayler shall not receive any accrued deferred compensation under this ineligible deferred compensation Plan. Any other terms and conditions of the deferred compensation Plan shall be set forth in a document separate and apart from this Agreement but shall include a substantial risk of forfeiture provision. Both parties acknowledge that future guidance issued by the Internal Revenue Service with respect to Section 409A of the Code or Section 457(f) of the Code may necessitate an amendment of this Section 4(b) and the parties mutually agree to amend this Section 4(b) to comply with such guidance.

2.2 Mr. Sayler shall be eligible for salary increases as approved by the President, during each contract year beginning July 1, 2022. All salary or compensation of Mr. Sayler for performance of duties shall be paid only by Miami, or as expressly approved, in writing by the President. To that end, Mr. Sayler 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.

2.3 As additional compensation, Miami shall furnish Mr. Sayler one (1) automobile. Liability, collision and comprehensive insurance of such automobile shall be provided by Miami at its sole expense in amounts required by university regulations.

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

2.5 In accordance with NCAA rules, Mr. Sayler shall obtain prior written approval from Miami’s President 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.

3.0 Spousal Travel

In recognition of the bona fide University business purpose, Miami University will reimburse all reasonable travel expenses for Mr. Sayler’s spouse to accompany Mr. Sayler to any MAC, CCHA, NCAA, or World competition or tournament appearance or any event where the potential University donors or other circumstances require that she participate. Prior approval of the President is required.

4.0 Termination by University

4.1 The parties acknowledge and agree that this Agreement shall terminate automatically if Mr. Sayler dies or if he becomes disabled within the meaning of the University’s disability insurance program for employees. If the Agreement is terminated pursuant to this Paragraph 4.1, Mr. Sayler’s salary and all other benefits shall terminate as of the date of death or disability except that Mr. Sayler shall be entitled to receive any disability benefits to which he is entitled under the disability insurance program in which he is enrolled.

4.2 The University shall have the right to terminate this Agreement for cause prior to its expiration on June 30, 2028. For purposes of this Agreement, the term “for cause” means any of the following:

- a.** deliberate and serious violations of the duties and responsibilities set forth in this Agreement;

- b.** refusal or unwillingness to perform such duties and responsibilities in good faith and to the best of the Director's abilities;
- c.** actions or omissions by Mr. Sayler that are undertaken or omitted knowingly and are criminal, fraudulent or involve dishonesty or moral turpitude;
- d.** violation of any law, rule or regulation, of the University;
- e.** condoning, participating in or negligently disregarding any conference or the National Collegiate Athletic Association (NCAA) violation which may, in the sole judgment of the University, reflect adversely upon the University or its athletic program;
- f.** conduct of Mr. Sayler that is materially prejudicial to the best interests of the University or its Athletic Department or which violates the University's mission, as reasonably determined by the University;
- g.** material absence from duty without the consent of the President of the University; and
- h.** failure to adhere to any of the NCAA Principles for Conduct of Intercollegiate Athletics.

In the event this Agreement is terminated for cause in accordance with this Paragraph 4.2, all obligations of the University to make further payments and/or to provide any other consideration hereunder shall cease as of the end of the month in which such termination occurs. Termination of this Agreement by the University for cause will occur only after the President informs Mr. Sayler of the President's intent to recommend termination and offers Mr. Sayler an opportunity to meet with the President. In the event this Agreement is terminated for cause, Mr. Sayler shall not be entitled to receive any further compensation or benefits under this Agreement. In no case shall Miami be liable to Mr. Sayler for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Mr. Sayler as a result of Miami's termination for cause.

4.3 The University shall have the right to terminate this Agreement without cause prior to its expiration on June 30, 2028. If the University exercises its right to terminate this Agreement without cause, Mr. Sayler shall be entitled to damages only as provided for herein. If the University terminates this Agreement without cause prior to June 30, 2027, the University shall pay to Mr. Sayler, as liquidated damages, a sum equal to Mr.

Sayler's then annual Base Salary (one year's salary) over the remainder of the Term of the Agreement. . In the event the termination without cause occurs after June 30, 2027, the University shall pay to Mr. Sayler, as liquidated damages, a sum equal to his then monthly salary for each month remaining in the Term of the Agreement.

The University's liquidated damage obligation shall be paid in monthly installments until the liquidated damage amount shall be fully paid as provided herein. The parties acknowledge and agree that this shall be the sole liability of the University relative to the termination of the Agreement. In reaching the agreement set forth in this Paragraph 4.3, the parties acknowledge and agree that the foregoing liquidated damage provision relates to damages that are extremely difficult to determine with certainty, fairly or adequately, that the payment of such liquidated damages by the University shall constitute adequate and reasonable compensation to Mr. Sayler because of such termination by the University, and the foregoing shall be subject to Mr. Sayler's duty to mitigate the University's obligation as provided for in this Paragraph 4.3. Mr. Sayler agrees to mitigate the University's obligation to pay liquidated damages and to make reasonable and diligent efforts to obtain employment, such as an athletic director or similar position. After Mr. Sayler obtains such new employment, University's financial obligations under this Agreement, including liquidated damages, shall cease. The parties understand and acknowledge that the Spring Semester is the preferred search season in higher education for athletic directors.

5.0 Termination by Director

5.1 Mr. Sayler recognizes that the promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Mr. Sayler also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that the University's investment would be lost if Mr. Sayler were to resign or otherwise terminate employment with the University before the end of the contract term.

5.2 If Mr. Sayler terminates this Agreement:

- a.** Mr. Sayler shall not be entitled to receive any further compensation or benefits under this Agreement; and

If Mr. Saylor terminates this Agreement without cause for the purpose of seeking another D-1 athletic director position or a position in professional athletics prior to June 30, 2027, the Mr. Saylor shall pay to the University, as liquidated damages, a sum equal to the Director's then annual Base Salary (one year's salary) over the remainder of the Term of the Agreement. In the event Mr. Saylor terminates this agreement without cause for the purpose of seeking another D-1 athletic director position or a position in professional athletics after June 30, 2027, Mr. Saylor shall pay to the University, as liquidated damages, a sum equal to his then monthly salary for each month remaining in the Term of the Agreement.

- 5.3** The parties acknowledge and agree that should another athletic director or similar position be presented to Mr. Saylor, or should Mr. Saylor be interested in another position during the term of this Agreement, the Mr. Saylor will notify the University's President of such opportunity or interest. Should Mr. Saylor agree to interview for any athletic director or similar position, he will provide the President with 5 days advance notice.

6.0 **Suspension**

6.1 Mr. Saylor acknowledges and agrees that the President of the University shall have the authority to order disciplinary or corrective action. The President may order the suspension of Mr. Saylor with pay pending the outcome of any investigation and/ or termination proceeding.

7.0 **Documents and Records**

7.1 The parties acknowledge and agree that all materials or other documents including with limitation, personnel records, recruiting records, team information, or any other material or data furnished to Mr. Saylor by the University or developed by Mr. Saylor on behalf of the University, or at the University's direction or for the University's use or otherwise in connection with his employment hereunder are, and shall remain, the sole property of the University. Within five (5) days of the expiration of the term of this Agreement or its earlier termination, Mr. Saylor shall immediately provide and return any such materials in his possession or control to the President of the University.

8.0 Miscellaneous

8.1 The parties acknowledge and shall agree that the employment relationship between the Mr. Saylor and the University shall be determined solely by the terms and conditions of this Agreement, unless otherwise expressly approved in writing by the President. The terms and conditions of this Agreement supersede and replace the regular employee rights normally accorded full-time staff employees of the University by any bylaws or rules, policy or procedure manuals adopted by the University.

8.2 This Agreement may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall inure to the benefit of, and be binding on the parties hereto and their respective successors and assigns.

8.3 This Agreement shall not be modified or amended except in writing signed by the parties hereto.

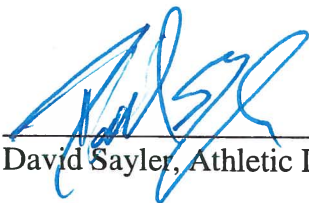
8.4 The invalidity or unenforceability of any provision or section of this Agreement shall in no way effect the validity or enforceability of any other provision or section hereof.

8.5 No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

8.6 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing, between the parties.

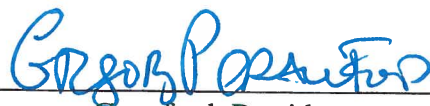
8.7 The captions in this Agreement are for convenience only and shall not be construed to limit or interpret any term hereof.

8.8 Mr. Saylor acknowledges and agrees that he has read and understood the terms of this Agreement, that he has entered into the same upon advice of counsel of the Director's choosing and that the provisions of this Agreement are reasonable, appropriate, and that he agrees to abide by the Agreement and the terms and conditions set forth herein.



David Saylor, Athletic Director

Date 12/3/21



Gregory Crawford, President

Date Dec 3 2021