



08/26/2024

Charles Retter
Conroe, Texas 77384

Dear Charles,

On behalf of President Gregory P. Crawford, it is my pleasure to offer you the following position effective **08/23/2024**. This is an unclassified Regular staff appointment. The terms and conditions are outlined below:

Job Title:	Diving Coach
Department:	Swim and Dive Program
Salary:	\$45,000.00
Time Type:	Full time
Duration of Appointment:	12 months
Employment Terms:	Extended Appointment Eligible
Eligible Reappointment Date:	06/01/2025
University Provided Benefits:	Yes

Effective **09/01/2024**, you will be eligible for benefits currently available to employees of Miami University. Detailed information on benefits and eligibility can be found on the [Total Compensation](#) page, and information regarding retirement plans can be found on the [Choosing a Plan](#) page, both on the Office of Human Resources website. Employee Benefits & Wellness will email information regarding your university benefits once you have accepted this offer.

Relocation

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 **\$3,750.00** and 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.

Additional Terms

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, Samantha Pitter 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.

This appointment may be renewed consistent with Miami University's policies.

This offer is contingent upon the verification of your right to work in the United States, as shown by your completion of the Form I-9 upon hire and your submission of acceptable documentation (as noted on the Form I-9) verifying your identity and work authorization within three days of starting employment. This offer may be withdrawn if this condition is not satisfied.

Miami University requires the completion of three (3) online education modules that **must be completed within 30 days from the date you receive the email notification with login instructions:**

1. Preventing Harassment and Discrimination: Clery Act and Title IX;
2. Diversity: Inclusion in the Modern Workplace; and
3. Managing Bias.

It is suggested that you set aside about three (3) hours to complete all three (3) of the modules. New employees will receive their training assignments via email with the subject line "OEE0 Online Training Assignment - Miami University." In addition, a former employee is required to complete the training if it has been at least 365 days since the training was last completed. Should you fail to complete the training within this 30-day timeframe, you will be terminated from employment.

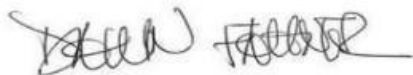
Federal law requires you to personally present documentation regarding eligibility for employment before you can be hired and requires the University to complete a form known as an I-9. A list of acceptable documentation will be provided, and **the documentation must be brought on or before your first date of employment listed above to the Office of Human Resources, Roudebush Hall, suite 15.**

You will also be required to complete the Ethics Survey and External Service Disclosure on an annual basis.

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,

A handwritten signature in black ink, appearing to read "Dawn Fahner", written over a faint, larger signature.

Dawn Fahner, PHR
Associate Vice President
Office of Human Resources
Roudebush Hall, Suite 15
Miami University