THIRD EXTENDED EMPLOYMENT AGREEMENT

This Agreement is effective this 1st day of July, 2026 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 herebyagree that this Third Extended Employment Agreement supersedes the Second Extended Employment Agreement, the terms of which are as follows:

1.1 <u>Employment and Duties</u>

1.2 The University currently employs Mr. Sayler as the Director of its Intercollegiate Athletic Program. This Agreement extends Mr. Sayler's employment for a term beginning July 1, 2026 and ending June 30, 2031 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.

1.3 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.

1.4 This Agreement is for a fixed-term appointment commencing on July 1, 2026 and terminating, without further notice to Director, on June 30, 2031. 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 30, 2029. 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.

2.1 Compensation

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

a. A Base Salary of $450,00 per year, payable in monthly installments in accordance with normal Miami procedures;

b. If Mr. Sayler is still employed by Miami on the following dates, then Miami will make a one-time supplemental retention payment ("Retention Bonus") to Mr. Sayler no later than July 30 of each stated year;

Retention Date	Payment
June 30, 2027	$100,000
June 30, 2028	$100,000
June 30, 2029	$100,000
June 30, 2030	$100,000

c. If Mr. Sayler is still employed by Miami on May 31, 2031, then Miami will make a Retention Bonus to Mr. Sayler no later than June 30, 2031.

d. And such normal employee benefits as Miami provides generally to unclassified administrative staff.

e. Incentive Program:

i. ATLETIC 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 Football 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)
ii. ACADEMIC SUCCESS	**BONUS AMOUNT**
Annual Student Athlete GPA equal to or exceeds 3.0	$5,000
Miami student-athlete six-year graduation rate equals or exceed Miami's overall Oxford undergraduate graduations rate	$5,000
iii. FUNDRAISING SUCCESS	**BONUS AMOUNT**
Fundraising for Athletic Department over $25 Million annually* calculated in accordance with CASE Standards	$75,000

* To qualify for this bonus, years 1-3 of the Term must include over $20 Million in fundraising for the University arena project per contract year and over $5 Million towards student athlete Name, Image, Likeness ("NIL") funds per contract year.

Bonuses will be paid in a lump sum as of July 31 of each fiscal year.

f. Extraordinary Achievement

In addition to the contractual bonuses described above, the University agrees to pay the following Extraordinary Achievement Bonuses to Mr. Sayler, which shall be paid in a lump sum as of July 31 of the fiscal year immediately following the year in which the achievement award is earned by the University:

EXTRAORDINARY ACHIEVEMENT	BONUS AMOUNT
Top 25 Football Ranking by AP or SI Coaches Poll	$10,000
College Football Playoff Invitation or Bowl Appearance	$25,000
NCAA Basketball (Men or Women) Elite 8 Appearance	$25,000
NCAA National Championship Ice 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

g. Deferred Compensation

In addition to your compensation as stated above, and as previously provided for under the terms of the *Second Deferred Compensation Plan and Agreement*, dated December 15, 2021, which are incorporated by reference herein, Mr. Sayler shall be entitled to deferred compensation, provided, however, that he remains employed as Director for Intercollegiate Athletics as of June 30, 2028. The schedule of the remaining employer contribution and the contribution date for each contract year is set forth in the chart below.

Contract Year Beginning	Contribution Date	Employer Contribution
July 1, 2026	June 30, 2027	$25,000
July 1, 2027	June 30, 2028	$25,000

2.3 Mr. Sayler shall be eligible for salary increases as approved by the President, during each contract year beginning July 1, 2027. 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.

2.4 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 **<u>Spousal Travel</u>**

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 Section 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, 2031. 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 Section 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, 2031.

a. If the University exercises its right to terminate this Agreement without cause, Mr. Sayler shall be entitled to damages only as provided for herein:

Date of Termination by Miami Without Cause	Liquidated Damages Amount
July 1, 2026 – June 30, 2028	$450,000
July 1, 2028 – June 30, 2029	$450,000
July 1, 2029 – June 30, 2031	$450,000

The University's liquidated damage obligation shall be paid in quarterly installments until the liquidated damage amount shall be fully paid as provided herein.

b. In the event of termination without cause, and if Mr. Sayler's dependents, known as of the time of this agreement, are enrolled in an undergraduate degree program at Miami, the University will provide Mr. Sayler with the tuition waiver benefit, to which he would otherwise have been eligible if still employed, in accordance with the tuition waiver program in effect on July 1, 2026, so long as the dependent student is making progress towards degree.

c. 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 Section 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 Section 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.

5.1 Termination by Director

5.2 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

b. If Mr. Sayler terminates this Agreement without cause for the purpose of seeking another D-1 athletic director position or a position in professional athletics, then Mr. Sayler shall pay to the University, as liquidated damages, the following amounts:

Date of Termination by Director	Liquidated Damages Amount
July 1, 2026 – June 30, 2028	$450,000
July 1, 2028 – June 30, 2029	$225,000
July 1, 2029 – June 30, 2031	$100,000

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

6.0 Suspension

Mr. Sayler 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. Sayler with pay pending the outcome of any investigation and/ or termination proceeding.

7.1 **Documents and Records**

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. Sayler by the University or developed by Mr.Sayler 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. Sayler shall immediately provide and return any such materials in his possession or control to the President of the University.

8.1 **Miscellaneous**

8.2 The parties acknowledge and shall agree that the employment relationship between Mr. Sayler 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.

8.3 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.

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

8.5 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.

8.6 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.

8.7 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.

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

8.9 Mr. Sayler 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 Sayler, Athletic Director	Gregory Crawford, President
8/6/26	Aug 7 2026
Date	Date