

## **2020 EMPLOYMENT AGREEMENT**

This 2020 Employment Agreement (this "Agreement") is entered into by and between Miami University ("Miami") and Charles Martin ("Coach"), and, as of February 1, 2020, supersedes and replaces the Employment Agreement effective February 1, 2018 between the parties and provides the terms and conditions of Coach Martin's employment as Head Coach of the Miami University Football Team.

### **1.0 Employment.**

**1.1** Subject to the terms and conditions of this Agreement, Miami shall employ Coach as the head coach of its NCAA Division I football program (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 Miami's President for the operation, review and periodic evaluation of the entire athletic program at Miami, including the Team. 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, and Coach shall support and comply with the Director's efforts and instructions regarding any such review of the athletic program.

**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 February 1, 2020 and terminating, without further notice to Coach, on January 31, 2025. Each contract year shall begin on February 1 and terminate on January 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) \$500,000 per year (the "Base Salary"), minus applicable withholdings, and payable in monthly installments in accordance with normal procedures of Miami;
- (b) \$50,000 per year, minus applicable withholdings, for the services set forth in **Section 4.4** below (the "Media Services Compensation"). The Media Services Compensation shall be payable in monthly installments in accordance with normal procedures of Miami. The Media Services Compensation and the Base Salary, shall be defined collectively as the "Guaranteed Annual Payment."
- (c) Such normal employee benefits (except vacation) as Miami provides generally to unclassified administrative staff;
- (d) 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 will be eligible for the achievement bonuses listed below as long as the Football Team's Multi-Year Academic Progress Rate (APR) is 940 or above.

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

Multi-Year Academic Progress Rate (APR) of 970 or above or Highest Multi-Year Academic Progress Rate (APR) in the MAC	4.167% of GUARANTEED ANNUAL PAYMENT or 8.333% of GUARANTEED ANNUAL PAYMENT
Graduation Rate of 80% or higher as measured by NCAA Reporting Requirements	4.167% of GUARANTEED ANNUAL PAYMENT
Winning the MAC Divisional Championship	4.167% GUARANTEED ANNUAL PAYMENT)
Top 25 CFP Ranking at the end of the regular season	8.333% OF GUARANTEED ANNUAL PAYMENT
Participation in Post-Season Bowl Game	4.167OF GUARANTEED ANNUAL PAYMENT
Appearance in Post-Season Major Bowl Game* (in lieu of bonus for above- referenced post-season bowl game)	16.666% OF GUARANTEED ANNUAL PAYMENT
MAC Coach of the Year	4.167% OF GUARANTEED ANNUAL PAYMENT
National Coach of the Year	8.333% OF GUARANTEED ANNUAL PAYMENT
Winning the National Championship	40% of GUARANTEED ANNUAL PAYMENT

\* Major Bowl Games are defined as CFP Championship semi-finals or finals, Orange, Sugar, Rose, Fiesta, Peach, and Cotton Bowl Games.

Coach shall repay any bonus paid for an achievement that is subsequently vacated by Miami, the Mid-American Conference (MAC) or the National Collegiate Athletic Association (NCAA) due to conduct that occurred while Coach served as head coach, provided that that Coach either knew about, or should have known about and did not act reasonably to prevent, limit or mitigate the violation that caused Miami, MAC or NCAA to vacate such achievement. This provision shall survive the termination of this Agreement.

**3.3** 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.

**3.4** As additional compensation, while Coach is employed as Head Football Coach, Miami shall furnish Coach 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.

**3.5** As additional compensation, Miami will annually, without charge, deliver to Coach, upon request, 25 tickets to each home Football game. Coach shall also receive, upon request, without charge, 4 tickets to each home men's Basketball game, 4 tickets to each home ice hockey game, and 4 tickets to each home women's Basketball game. These tickets are to be used by Coach at his discretion in a manner consistent with this Agreement. Coach shall comply with all Miami rules applicable to such tickets, included, but not limited to, the prohibition against re-selling tickets.

**3.6** 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. Taxable compensation includes but is not limited to the following: salary, bonuses, personal use of an automobile, and athletic event tickets. Travel by Coach's spouse to bowl games and tournaments is presumed to have a bona fide University business purpose in situations where the NCAA, MAC or potential donors expect that Coach and their spouse will participate in events associated with these athletic activities. The travel expenses of Coach's spouse incurred in the pursuit of such activities may be provided or reimbursed in accordance with the University's policies regarding travel and will not be taxable to Coach.

#### **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, 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 the 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 NCAA or for similar reasons;

(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 Assistant Athletic Director for Compliance if Coach has reasonable cause to believe that any person or entity, including without 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 Assistant Athletic Director for Compliance at all times. Coach shall review and approve, in writing, all requests for expense reimbursements by assistant football coaches and football 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; and

(e) Coach shall have such other and further duties and responsibilities as Miami and/or the Director may reasonably establish from time to time at its discretion.

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. Coach also recognizes that Coach is covered by Ohio Ethics Law for public officials and state employees and represents that Coach has received a copy of this legislation from Miami University and has completed and returned the form acknowledging receipt of such legislation prior to or commensurate with Coach's first day of employment. Any violation of this provision as determined by Miami University will subject Coach to disciplinary action, up to and including discharge. Discharge under this provision will constitute "for cause" termination under the Agreement.

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 prior notice to the Director. **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 during the NCAA regular season, without the prior written approval of the Director.**

4.4 Coach agrees to work with Miami in order for the Team to be successful. Coach agrees to provide his services to promote Miami's athletic program, including the Team. In particular, Coach agrees to provide his (or those of his assistant coaches if so indicated) services to, and perform satisfactorily in, the following programs:

(a) A weekly head coach's radio and/or television and/or internet broadcast show on which Coach personally appears.

(b) Such other personal appearances and speaking engagements as reasonably assigned from time to time by the Director.

Coach agrees to perform on these programs and to cooperate in the production, broadcasting, and telecasting of the programs solely for the compensation referenced in **Section 3.1(b)** above.

(c) Participation with Miami's designated sports' apparel/equipment company. The selection of the designated sports' apparel/equipment company is solely in the discretion of Miami. Coach's participation may include, without limitation, wearing the apparel of the company and making public appearances.

It is understood that neither Coach nor Coach's assistant coaches shall appear without the prior written approval of the Director, **such approval not to be unreasonably withheld**, on any regular radio or television program (including but not limited to coach's show, call-in show or interview show) or a regularly scheduled news segment, but this shall not prohibit Coach from appearing in routine news media interview for which no compensation is received. Coach agrees that he will make a reasonable effort (and will use reasonable efforts to ensure that his assistant coaches make a reasonable effort) not to appear live or on tape at the time that any of the coaches shows or games are broadcast or rebroadcast.

Coach agrees that Miami shall own all broadcasting and telecasting rights to all live and recorded coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows, and other programs related to Miami football (hereinafter called "Programs") that may be offered currently or in the future on media outlets, including, but not limited to, radio and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassette, wireless & video-on-demand. Miami shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs.

Coach agrees, if requested by the Director or the Director's designee, to reasonably provide Coach's services to and perform on the Programs and to reasonably cooperate in the production, broadcasting, and telecasting of the Programs. Coach agrees to perform all other duties as reasonably requested by Miami in order for the Programs to be successful. Coach also agrees to participate, if requested and as mutually agreed, in providing content to any Miami website featuring Coach or the Team (as currently exists or may exist in the future) to either Miami or Miami's then-current third-party rights holder of such website.

Coach also agrees to, and hereby does, grant to Miami or its then-current rights holder of one or more of the Programs the right to use Coach's name, nickname, initials, autograph, facsimile signature, likeness, photograph, and derivatives thereof, and Coach's picture, image and resemblance and other indicia closely identified with Coach (collectively the "Property"), solely in connection with the Programs. The foregoing grant of rights includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefore which have been obtained or filed, or may be filed in the future with respect to the Property. Coach further agrees to, and hereby does, grant to Miami the rights to use the Property in connection with all previously broadcast, recorded or stored Programs. Nothing contained herein shall limit Coach's ability to use the Property in activities not associated with the Programs (subject to the approval provisions of **Section 4.6** of this Agreement).

**4.5** Coach agrees that Miami has the exclusive right to operate youth camps on its campus using Miami's facilities. Miami shall allow Coach the opportunity to earn supplemental compensation by

assisting with Miami's camps. At least ninety (90) days before each camp, Coach shall indicate to Miami whether or not Coach intends to accept the opportunity to earn such supplemental compensation for such year. If Coach so elects, then Coach agrees to assist in the marketing, supervision, instruction and/or general administration of the Miami's camps. Coach also agrees that Coach will perform all obligations otherwise assigned by Miami related to youth camps. Coach shall propose to the Director or his designee before camp begins appropriate supplemental compensation amounts for Miami employees who work at such camp and are eligible to receive supplemental compensation. Camp income supplemental payments shall be paid after the appropriate camp documentation and payment requests have been received by Miami and after determination and approval of such camp income supplemental payments by the Director or his designee. Unless otherwise specifically required by law, any such payment shall not be taken into account in any retirement or other benefit program for which Coach may be eligible.

**4.6** 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, which shall not be unreasonably withheld. 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 non-transferable, and such permission shall automatically expire upon Coach's resignation or termination from employment.

**4.7** In accordance with NCAA Operating Bylaw 11.2.2 you are required to provide a written detailed account annually to the President for all athletically related benefits from sources outside the institution. In addition, you must have the prior approval of the Athletic Director or designee for all athletically related income and benefits from sources outside the institution. Your request for approval must be in writing and shall include the amount and source of the income. 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.

**4.8** Subject to Miami's regulations and governing athletic rules, the Director or the Director's designee has the right to contract for and establish the football schedule of Miami's Team, and to negotiate the terms of the various football game 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.

**4.9** 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 football 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 violations or breach by Coach of this Agreement or of NCAA, or MAC governing athletic rules or of Miami rules and regulations or of Coach's obligations; or
- (c) A violation by Coach of any law, except minor traffic offenses, of the State of Ohio or the United States, including, but not limited to Title IX, Clery Act, Ohio's ethics laws, as determined by Miami; or
- (d) Conduct by Coach which meets the elements of felony, whether prosecuted or not; or
- (e) Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement which are proven to be true; or
- (f) Fraud or dishonesty of Coach in the preparation, falsification, submission or alteration of documents or records of Miami, NCAA or 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
- (g) 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
- (h) Failure by Coach to manage the Team in a manner that reflects the academic values of Miami, including but limited to a decrease in the Cumulative APR score to 9.35 or less or knowledge of, participation in or involvement by Coach in any violation of Miami

Policy on Academic Integrity; or

(i) 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

(j) 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 football 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

(k) 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 impair significantly or materially 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

(l) 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

(m) 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

(n) 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

(o) Commission of or participation in by Coach of any act, situation, or occurrence or Coach's arrest which, in Miami's reasonable and good faith 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, conduct resulting in a reprimand by the NCAA or MAC, public comments that criticize, denigrate or disparage the MAC, the University or its current or former trustees or employees, its intercollegiate athletic program, or any profanity laced tirade or speech; or

(p) Conduct by Coach (or conduct by a Team 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 major violation of applicable law, policy, rule or regulation of the NCAA or the MAC whether or not such conduct is investigated by the NCAA or MAC; 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.

**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 except for compensation and benefits earned by Coach prior to the date of termination. 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), Miami shall pay to Coach, as liquidated damages and not as compensation, as follows:: as follows:

<b>Date of Termination by Miami Other Than For Cause</b>	<b>Liquidated Damages Amount</b>
On or before Jan 31, 2021	\$1,500,000
After Jan 31, 2021 but on or before Jan 31, 2022	\$1,250,000
After Jan 31, 2022 but on or before Jan 31, 2023	\$750,000
After Jan 31, 2023 but on or before Jan 31, 2024	\$750,000
After Jan 31, 2024 but on or before Jan 31, 2025	\$0

The foregoing amount shall be paid in equal prorated installments over the remainder of the term of this Agreement. 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 as an NCAA Division 1 coach, with a professional team, athletic conference or search firm or as an intercollegiate athletic director or football broadcaster.

(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 from any new employment or any other payments for services rendered by him. Payment shall

be made in quarterly installments and prorated over the remainder of the term of the Agreement. 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**.

(c) If at any time Coach has obtained new employment and his total annual compensation equals or exceeds the Buyout then Miami's obligations under **Section 5.2** of this Agreement shall cease.

Additionally, Coach agrees that as a condition of receiving any post-termination benefit as set forth in this Section 5.2, except for earned but unpaid compensation to the date of termination and any legally protected rights Coach has under any employee benefit plan maintained by Miami, Coach or, in the case of any amounts due after the Coach's death, the person to whom those amounts are payable, must execute a comprehensive release in the form determined from time to time by Miami in its sole discretion. Generally, the release will require the Coach and the Coach's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge Miami and its trustees, officers, employees, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to Coach's employment with Miami, other than any claim that Miami has breached this Agreement. This release will include, but not be limited to, any claim that Miami violated the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge, including in violation of public policy; claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal, state or local law relating to any matter contemplated by Coach. Upon Coach's termination of employment with Miami, the Coach will be presented with a release and if the Coach fails to execute the release, Coach agrees to forego any payment from Miami. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with Miami and knowingly agrees that the payments upon termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

For purposes of this Section 5.2, any reference to Coach's "termination of employment" (or any form thereof) shall mean Coach's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.409A-1(h).

**5.3 Termination by Coach.** If Coach terminates this Agreement:

(a) Coach shall not be entitled to receive any further compensation or benefits under this Agreement, except for compensation and benefits earned by Coach prior to the date of termination.

(b) If Coach terminates this Agreement without Good Reason (as defined below) and Coach obtains a position as a NCAA Division I football coach with another institution of higher education or a professional football team, prior to the conclusion of the Term, then Coach shall pay to Miami as liquidated damages as follows:

<b>Date of Termination by Coach Without Good Reason</b>	<b>Liquidated Damages Amount</b>
On or before Jan 31, 2021	\$750,000

After Jan 31, 2021 but on or before Jan 31, 2022	\$625,000
After Jan 31, 2022 but on or before Jan 31, 2023	\$375,000
After Jan 31, 2023 but on or before Jan 31, 2024	\$375,000
After Jan 31, 2024 but on or before Jan 31, 2025	\$0

Coach's payment amount shall be paid in 12 equal monthly installments from the date of termination.

"Good Reason" means a substantial diminution in title, responsibility, or reporting function, or a material breach by the University of the Employment Agreement between Coach and the University.

(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 Miami and Miami wishes, in its sole discretion, to conduct an investigation to determine if a termination/or 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 the MAC by the Team, or (d) a determination is made by the NCAA or MAC that the Miami should be sanctioned for the activities of its Team but the sanction 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 (c), 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 discretion of Miami. Coach acknowledges that Miami's right to implement a suspension pursuant to this section is not mutually exclusive with the Miami'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 the MAC by the Team.

**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 his car, all keys (including car keys), 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. 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 thereunder 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 nor 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 football coach and that his sole remedies are provided herein and shall not extend to injunctive relief.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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:

Director of Intercollegiate Athletics  
Intercollegiate Athletics  
Millett Assembly Hall, 234  
Oxford, Ohio 45056

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

Charles Martin  
Intercollegiate Athletics  
Yager Stadium, 230  
Oxford, OH 45056

**12. Tax Advice/Internal Revenue Code Section 409A.**

Miami will not provide tax advice to Coach or Coach's beneficiary regarding the tax effects of this Agreement. Miami encourages Coach and Coach's beneficiary to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent.

**13. Clery Act.**

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. Coach acknowledges that staff in the Department of Intercollegiate Athletics, including all coaches at the University, are "Campus Security Authorities" and as such must perform duties consistent with that title including the requirement to report certain crimes involving University personnel or students or that occurs on University property.

**14. Title IX.**

Title IX, Education Amendments of 1972. Coach acknowledges that staff in the Department of Intercollegiate Athletics, including all coaches at the University, are "responsible employees" as that term is used for Title IX purposes, and as such must promptly report to the University's Title IX Coordinator any sexual misconduct of which they are aware, as that term is defined in University policy 3364-50-01.

**15. Anti-Discrimination.**

Miami prohibits the unlawful discrimination of any person by reason of race, color, religion, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation, or participation in protected activities. Coach acknowledges the obligation to promptly report any alleged violations of which Coach becomes aware.

**16.0 Public Records.**

Coach acknowledges that Miami is subject to Ohio Revised Code §149.43, et seq., and all laws pertaining to public records.

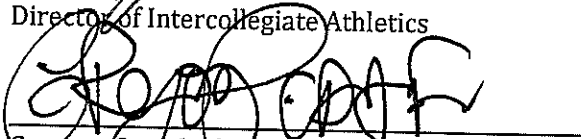
This 2020 Employment Agreement is signed by the parties or their duly authorized representative to be effective as of February 1, 2020.

**MIAMI UNIVERSITY:**



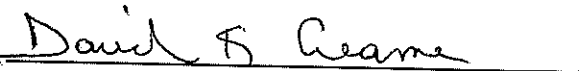
David Saylor,  
Director of Intercollegiate Athletics

3/5/20  
Date



Gregory Crawford,  
President

3/5/20  
Date



David Creamer,  
SVP for Finance and Business Services

3-4-2020  
Date

**COACH:**



Charles Martin,  
Head Football Coach

3.4.2020  
Date