

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made this 24th day of March 2025, by and between West Virginia University Board of Governors for and on behalf of West Virginia University (“University”) and Logan Bradley (“Coach”).

WHEREAS, University and Coach enter into this Agreement for the purpose of replacing and superseding all prior employment agreements.

As set forth below, University and Coach agree as follows:

1. EMPLOYMENT

Subject to the terms and conditions of this Agreement, University agrees to employ Inside Receivers Assistant Coach. Coach shall be employed as a full-time, exempt employee, by and subject to the rules and policies adopted by the University’s Board of Governors and any other policies and procedures adopted by the University, all as they may be modified from time to time. Notwithstanding any University policy or rule to the contrary, for so long as Coach is employed at University, Coach will devote all of his working time and full professional effort to the duties required of his position, and Coach will have no gainful employment with any other person, firm, corporation or legal entity except upon prior written approval of the Vice President and Director of Athletics (“Director”). Furthermore, upon prior written approval of the Director, Coach may serve as a trustee, director, or officer to nonprofit, charitable, family, professional, and other organizations or entities only to the extent that such service does not interfere with and is not inconsistent with Coach’s duties to the University.

2. TERM

The term (“Term”) of this Agreement begins on March 25, 2025 (“Effective Date”) and terminates on at 11:59 p.m. on February 28, 2026 (“Termination Date”). Coach agrees and understands that he has no expectation of future or continued employment beyond the Termination Date.

3. REPRESENTATIONS

Coach represents and warrants each of the following:

- i. To the best of Coach’s knowledge, they have not violated any of the constitutions, bylaws, rules or regulations of the NCAA or any athletic league or conference, nor are they aware of any such violations by individuals under their direct or indirect supervision;

- ii. Coach is not aware of any threatened or pending NCAA, league or conference investigation involving their conduct at any NCAA member institution;
- iii. Coach has not been, and is not currently, the subject of any Title IX or similar investigation involving their conduct nor have they been disciplined, sanctioned, or found responsible for any Title IX or similar violations;
- iv. Coach has not been, and is not currently, the subject of any investigation alleging they engaged in discriminatory conduct (including without limitation discriminatory harassment), nor have they been disciplined, sanctioned, or found responsible for engaging in discriminatory conduct;
- v. Coach has not been, and is not currently, the subject of any investigation involving the U.S. Department of Education's Office of Civil Rights nor are they aware of any threatened Office of Civil Rights investigations;
- vi. Coach is not aware of any fact, occurrence, circumstance or state of affairs that could reasonably be expected to give rise to any violation, investigation, proceeding, discipline, sanction or finding described in the foregoing subsections 3.i. to 3.v.;
- vii. Coach's resume and credentials provided to the University or its employees, agents or representatives are true and accurate; and
- viii. Other than as previously disclosed to the University in writing, Coach is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of Coach in view of, Coach's employment by the University or Coach's undertakings under this Agreement, or that prevent Coach from complying with any other agreement that the University has with a third party.

4. **COMPENSATION AND BENEFITS**

- A. **Salary.** In consideration of services and satisfactory performance of the terms and conditions of this Agreement by Coach, University agrees to pay Coach a base salary at the annual rate of Two Hundred Thousand Dollars (\$200,000) (the "Base Salary") for performance of all duties related to traditional coaching activities and to promotional and similar activities described herein

- B. Employee Benefits.** Coach will be eligible to participate in all employee benefit programs available to other University employees of like status. Such benefits shall be governed by University policies and the laws of the State of West Virginia and will include, among others, health insurance, retirement, annual leave, sick leave and all other standard benefits as and to the extent provided by the University from time to time. Importantly, Coach agrees that they will take leave in accordance with University policies and authorizes University to process leave accordingly.
- C. Relocation Support.** Provided that Coach timely commences performing Coach's duties as Inside Receivers Assistant Coach for the football team in accordance with this Agreement and continues to perform such duties through the date of each payment pursuant to this Section, Coach shall be entitled to the following relocation support; however, if Coach's employment with the University ends for any reason during the initial Agreement Year, Coach will be required to pay back in full the value of the Relocation Support outlined below, within 30 consecutive days after the date on which Coach's employment ends:
- i. University shall provide a relocation stipend of Twenty Thousand Dollars (\$20,000) that will be payable to Coach on or before April 30, 2025. This payment may be subject to applicable taxes which are Coach's personal responsibility unless otherwise provided by federal or state law.
 - ii. If necessary, WVU will provide temporary housing for Coach in Morgantown for a period of 30 consecutive days. Temporary housing and relocation may be subject to applicable taxes which are Coach's personal responsibility unless otherwise provided by federal or state law.

To assist with the potential repayment of the amounts described in the foregoing subsection 4.C.i. (collectively, "Relocation Support"), Coach agrees to execute a Wage Assignment Form upon request by the University so that the Relocation Support payback may be deducted from Coach's final paychecks (it being understood that this shall not limit the University's right to repayment of amounts not covered by such deduction). Relocation stipends and housing, which are taxable income, will be added to Coach's income with the appropriate taxes withheld and reported on Coach's Form W-2.

- D. Other Compensation and Incentives.** For so long as Coach is employed and performing Coach's duties as Inside Receivers Assistant Coach of the Team, Coach will be eligible to receive the following benefits.
1. **Tickets:** Coach may elect to receive four (4) tickets for each home football game, two (2) tickets for each home men's basketball game, four (4) tickets for each home women's basketball game, and, if applicable, four (4) tickets for each Championship game and post-season bowl or College Football Playoff game in which the University's football team participates. Coach may also

receive parking passes, subject to availability, for such events described. Tickets and parking passes shall be distributed to and used by Coach as allowed by law and by the rules and regulations of the University, the Conference and the NCAA, and are subject to applicable taxes.

2. **Camps:** Coach may be entitled to additional compensation for services performed related to youth camp(s) and/or clinic(s) held on campus as part of the Department of Intercollegiate Athletics' operations consistent with the provisions of West Virginia University rules and policies, specifically West Virginia University Board of Governors' Finance and Administration Rule 5.5, and other applicable state laws. Compensation will be dependent upon number of attendees, hours worked, or a percentage of net revenue generated by the camp and subject to the approval of the Director or designee. If entitled to additional compensation, Coach will be required to use annual leave while working the camp(s) and/or clinic(s).
3. **Athletic Apparel:** Subject to available supply and contingent upon the terms of the applicable apparel supplier agreement, Coach is entitled to an annual allocation of One Thousand Dollars (\$1,000) retail value from the University's team apparel supplier, which is subject to applicable taxes, if any.
4. **Annual Dues:** University will pay Coach's annual membership dues, as approved, to such professional organizations related to Coach's duties as the Inside Receivers Assistant Coach.
5. **Annual Performance Incentives:** In addition to Base Salary, University shall pay Coach annual performance incentives within sixty (60) consecutive days of the end of the season in which earned as set forth in Exhibit A. Coach is entitled to payment of annual performance incentives if the University or Coach (as applicable) reaches the goal set forth in the exhibit, and (i) to the extent the goal is an event, Coach participates in the event, and (ii) for other goals, Coach remains employed by the University and performing his duties as Inside Receivers Assistant Coach on the date of the occurrence creating a right to the applicable bonus (*e.g.*, Coach's receipt of the applicable award or the date on which the applicable Academic Progress Rate or grade point average is determined). Provided, however, that payment of all annual performance incentives shall be contingent on the Coach's team achieving a 930 or higher multi-year Academic Progress Rate (APR). Accordingly, Coach will not receive any annual performance incentives for any given year if the most recent APR is less than 930. For the avoidance of doubt, if the Coach's team fails to achieve a 930 or higher APR, Coach will not receive any annual performance incentives until that mark is reached. By way of example, if the APR is below a 930 when it is announced in the Spring of 2025, the University will award no annual incentives to Coach for achievements made in the 2025-2026 season or any subsequent year until the APR is 930 or higher.

5. PERFORMANCE

- A. Coach shall report to and be supervised by the Head Coach, further, Coach will work with the Director or Director's designee to establish a work schedule consistent with University policies. Without limiting the foregoing, Coach shall fulfill all job responsibilities in a timely, thorough, constructive, cooperative, and positive manner, including responsibility for appraisals, administrative processes, and attendance at all meetings (including, but not limited to, a meeting with the Director at the conclusion of each season); further, at all times, Coach shall act as an instructor of students and present a positive representation of West Virginia University. The parties agree that, although this Agreement is athletics related, the primary purpose and priority of the University and this Agreement is to support the University's educational mission.
- B. Coach shall follow any and all protocols established by the President and/or the Director from time to time with respect to contact with University officials (including without limitation members of the Board of Governors) about matters of concern relating to the Coach's sports program, and/or the Athletics Department. The foregoing will not be deemed to prohibit non-substantive social discourse between Coach and University officials in the context of social or other gatherings at which Coach and one or more University officials are present, but discussion of all substantive issues (including without limitation items of concern) about the Coach's sports program or the Athletics Department will be handled in accordance with established protocols.
- C. Coach shall comply with all local, state or federal laws, ordinances, rules or regulations, and all written rules, regulations, policies, procedures or standards of the University, the Conference or the NCAA. Without limiting the foregoing, Coach shall promote an atmosphere of compliance with, and actively supervising and monitoring student-athletes and other individuals under Coach's direct or indirect supervision so as to maintain strict compliance with, the constitutions, bylaws, rules and regulations of the NCAA, the Conference, and/or any other governing body to which the University may be subject. Coach will use best efforts to avoid the intentional existence or appearance of a conflict of interest throughout the term of his employment and shall comply with the applicable provisions of the West Virginia Governmental Ethics Act, W. Va. Code §§ 6B-1-1 to 3-11. Further, Coach shall adhere to NCAA Bylaw 1.1 Conduct of Athletics Personnel in the performance of Coach's duties. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that if Coach is found responsible for violation(s) of NCAA regulations (whether prior to or during the Term, including violations at a predecessor employer), he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment as set forth in Section 8 herein.

- D. Additionally, Coach shall not knowingly or negligently permit or condone, directly or indirectly, any student, employee or other individual subject to Coach's direct control or supervision, to perform any act which reflects (or, if it were to subsequently become publicly known, would be expected to reflect) adversely on the University or its athletic programs, or otherwise affects (or, if it were to subsequently become publicly known, would be expected to affect) the operations of Coach's program or Coach's responsibilities under this Agreement. In the event Coach violates the foregoing, Coach may be subject to disciplinary action, consistent with the terms of this Agreement, including, but not limited to, public or private reprimand, or, if appropriate, termination subject to Section 8 herein.
- E. Coach shall perform the duties of a campus security authority under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act") and the duties of a responsible employee under the University's policies and procedures adopted for purposes of compliance with Title IX of the Education Amendments of 1972, the Violence Against Women Act's amendments to the Clery Act, and/or any similar state or local law, including without limitation BOG Rule 1.6 (collectively, "Title IX Policies"). Without limiting the foregoing or Coach's reporting obligations under other University policies and procedures, if Coach becomes aware of any fact, occurrence, circumstance or state of affairs that Coach is obligated to report pursuant to the Title IX Policies, Coach will immediately and directly report such information to the University's Title IX Coordinator.
- F. Coach shall have an affirmative obligation to cooperate fully with the NCAA infractions process, as defined by the NCAA bylaws. Full cooperation includes, but is not limited to (i) affirmatively reporting instances of noncompliance to the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof; (ii) timely participation in interviews and providing complete and truthful responses; (iii) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (iv) disclosing and providing access to all electronic devices used in any way for business purposes; (v) providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

- G. Coach shall, at all times, provide appropriate support, supervision and proper treatment of all student-athletes, including complying with any and all applicable University policies and procedures pertaining to medical clearance for participation (such as deferring to University designated sports medicine personnel in accordance with applicable policies and/or procedures). If Coach is found by the University to have mistreated a student-athlete, is found responsible for violation of NCAA rules and/or regulations, is found to have violated the Title IX Policies, or is found to have failed to report a violation that Coach knows or should have known about or to have failed to prevent or stop a violation that Coach knows or should have known about, Coach will be subject to disciplinary or corrective action pursuant to University policies and procedures, including suspension without pay, or termination of employment for cause with no further monetary obligations by the University.
- H. Coach shall use his best efforts in good faith to enforce high standards for personal conduct by student-athletes, both in connection with team activities and otherwise during their enrollment at the University. Coach will at all times respect, support and comply with applicable University student conduct rules, regulations, policies and procedures, and will report suspected violations through appropriate channels. Without limiting the generality of the foregoing, Coach acknowledges that hazing in any form is strictly prohibited by University policy and West Virginia law. Coach will immediately and directly report to the University's Director any fact, occurrence, circumstance or state of affairs of which Coach becomes aware that would cause a reasonable person to suspect possible hazing activity involving team members.
- I. Coach understands and agrees that in the course of his employment, Coach will receive and become aware of information, projects, and practices which are sensitive and confidential in nature. Coach agrees to keep all such information strictly confidential and further agree not to communicate, disclose, divulge, or otherwise use – directly or indirectly – such confidential and/or sensitive information for any purpose other than the necessary and appropriate business use related to Coach's position.

6. UNIVERSITY'S RIGHT TO USE OR AUTHORIZE THE USE OF COACH'S PERSONAL INDICIA

- A. Notwithstanding anything to the contrary contained in this Agreement, Coach agrees that the University shall have the exclusive right, commercial or otherwise, to use Coach's name, nickname(s), initials, autograph, image, photograph, picture and other likeness and other indicia of or closely identified with Coach (collectively referred to as "Personal Indicia") for the benefit of Coach's program, the Athletics Department, the University, and with respect to any contracts or sponsorship

agreements entered into between the University and any sponsor, manufacturer, media rights company or vendor of athletic apparel, shoes and other products or services. Additionally, the University shall have the exclusive rights to authorize, license, or to grant any such sponsor, manufacturer, media rights company, vendor, or other party the right to use Coach's Personal Indicia; provided, however, that any such use shall be in good taste and shall not reflect negatively upon Coach.

- B. To the extent necessary, Coach hereby assigns to University all rights, title and interest to the use of Coach's Personal Indicia, and any derivatives thereof, during the term of this Agreement, which assignment will terminate or expire when Coach's employment with University ends, except for uses related to Coach's tenure and performance at University. Coach, subject to this Agreement, is, and will remain, the sole and exclusive owner of Coach's Personal Indicia and all proprietary and potentially proprietary rights therein.

7. **PROMOTIONAL ACTIVITIES, PUBLIC APPEARANCES, & OUTSIDE INCOME**

- A. As part of Coach's responsibilities under this Agreement, Coach shall from time to time attend and participate in certain promotional activities exclusively for the University and as directed by the Director or designees. University agrees to consult and reasonably coordinate with Coach before scheduling such promotional activities. Such promotional activities may include, but are not limited to, appearances at events sponsored by the University, the Mountaineer Athletic Club, or any other University affiliated organizations; appearances and participation in radio, television and Internet programs produced by or on behalf of the University or its affiliated organizations; or other such programs or events licensed or produced by the University. Such appearances and participation may include, but shall not necessarily be limited to, radio talk shows, pregame/postgame radio shows, television shows, Internet audio and/or video programs and Internet features. Coach recognizes that he does not own the rights to radio, television, Internet and other programs that are broadcast or otherwise disseminated to the public in which Coach serves as a participant under this Agreement.
- B. Coach acknowledges that from time to time the University may enter into agreement(s) with one or more athletics footwear, equipment and/or clothing manufacturer(s) (collectively, the "Manufacturer") for use by the Manufacturer of Coach's personal services and expertise in Coach's sport and/or for Coach's endorsement of the Manufacturer's products. In addition to permitting the Manufacturer to use Coach's Personal Indicia as provided in Section 6 of this Agreement, Coach shall take such actions as are necessary to enable the University to comply with its obligations under its agreement(s) with the Manufacturer, including without limitation wearing and/or using exclusively the products of the Manufacturer as and to the extent required thereby. During the Term, Coach will not enter into or maintain any endorsement, promotional, consulting, or similar agreement (i) with any person or entity that licenses, manufactures, brands, or sells

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athletic products, whether through retail locations, on-line, by direct mail, or otherwise; (ii) that would prohibit or otherwise restrict the Manufacturer's use of Coach's Personal Indicia, or subject such use to a third party's approval, or (iii) that would otherwise cause the University to violate its agreement(s) with the Manufacturer.

- C. Nothing contained herein shall be deemed to prevent Coach from arranging or participating in and deriving income and/or benefits from sources outside of the University such as speaking engagements, camps, or clinics ("Outside Events"). Provided, however, Coach acknowledges and agrees that prior to committing to any Outside Events, he must notify the Director, or his or her designee, of the Outside Event and obtain approval pursuant to WVU Board of Governors Rule 1.4. The Director may refuse to provide approval at his or her discretion but will not unreasonably withhold such approval. Coach may not participate in any Outside Events with businesses or corporations that compete with any of the University's corporate sponsors. Further, in accordance with NCAA Bylaw 11.2.2 regarding athletically related income, Coach agrees to provide a written detailed account to the Director or Director's designee, at least once annually, for all athletically related income, compensation, gratuities or benefits from any and all sources outside the institution.
- D. Coach shall make no public appearance, either in person or by means of radio, television, Internet or other means or medium, or willingly allow the use of Coach's Personal Indicia in connection with Coach's relationship to the University, when Coach has knowledge that any such appearance or use of name will result in unfavorable reflection upon University or conflict with Coach's duties or University's rights under this Agreement.

8. DISCIPLINE.

Without limiting the University's rights of termination set forth in Section 9, in the event that the University determines that the Coach: (1) is in breach of this Agreement and the Coach fails to cure the breach within ten (10) days notice of the breach by the Employer, or (2) the Coach engaged in any activity constituting Cause and the Coach fails to cure the Cause within ten (10) days' notice of the Cause by the Employer, or (3) a representation or warranty made by the Coach in Section 3 is determined by the University to be materially inaccurate, then the University may impose upon Coach appropriate disciplinary or corrective actions, including suspension without pay, consistent with, or as set forth in, relevant NCAA, Conference, other governing body, and/or University disciplinary and/or enforcement procedures and/or practices.

9. TERMINATION OF AGREEMENT

- A. **Termination for Cause by University.** The University specifically reserves the right to terminate this Agreement without further obligation at any time for cause,

which shall be deemed to include, but is not limited to, the following as determined in the reasonable and good faith discretion of the University:

1. Prior to or during the Term, a significant or severe violation of the constitution, bylaws, rules, regulations, policies, procedures or standards of the NCAA or the Conference by Coach or for which Coach is responsible under the applicable NCAA and/or Conference standards, or the allowing or condoning, whether directly or by negligent supervision, of any such significant or severe violation by a student, coach or other individual subject to Coach's control or supervision, or otherwise soliciting, directing, condoning or failing to report any such violation by any person;
2. Any conduct of Coach in violation of any federal, state, or local criminal statute (excluding minor traffic offenses), or any act of moral turpitude, whether occurring prior to or during the Term;
3. Substance abuse or habitual insobriety;
4. Material breach of Coach's duties or any term of, or representation in, this Agreement by Coach;
5. Willful, negligent or intentional disregard in the performance of Coach's duties or insubordination by Coach of the reasonable instruction of the Director or their designees;
6. Fraud or dishonesty of Coach in the performance of Coach's duties or responsibilities under this Agreement; or
7. Misrepresentation during the hiring process including a misrepresentation of Coach's educational or other qualifications for employment of Coach under this Agreement; or
8. Breach of any Title IX Policy by Coach (it being understood that the foregoing shall not limit the University's right to terminate this Agreement for cause based upon violations of other University policies, procedures, rules and/or regulations otherwise constituting cause under this Section 8.A.); or
9. Failure of Coach to fully and promptly cooperate with the University, the NCAA or the Conference as required by this Agreement; or
10. Failure by Coach to engage in (and/or to use Coach's best efforts to ensure that personnel under Coach's direct or indirect supervision engage in) safe and responsible treatment of student athletes on Coach's team, including without limitation failure to comply with any University policy or procedure pertaining to medical clearance for participation, or any other act or omission (including

but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete; or

11. Conduct by Coach, whether occurring prior to or during the Term, that is contrary to the character and responsibilities of a person occupying Coach's position, offends the traditions of the University, or brings (or if it subsequently became publicly known would be expected to bring) disgrace, embarrassment, or discredit to the University.

In the event that Coach is terminated for cause by University, Coach shall not be entitled to, nor shall University be required to provide, any portion of the compensation, benefits and/or incentives as set forth in Section 4 of this Agreement, or any other entitlements under this Agreement, except Base Salary, benefits, and incentive compensation actually earned and accrued but unpaid, and all incurred but unreimbursed expenses through the date of termination, all of which shall be paid within thirty (30) consecutive days of termination less all applicable taxes and other withholdings.

- B. **Termination for Convenience by University**. In addition to the provision set forth above, the University also reserves the right to terminate this Agreement without necessity of demonstrating cause, at University's convenience. In the event that University terminates Coach without cause the following shall occur:

1. Within thirty (30) consecutive days following termination, University shall pay to Coach all salary and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, any business expense reimbursement otherwise due and the value of any accrued but unused leave less all applicable taxes and other appropriate withholdings; and
2. University shall pay to Coach a severance benefit in the amount of one hundred percent (100%) of the remaining Base Salary that would have been paid to Coach pursuant to this Agreement if Coach remained employed by the University through the Termination Date (the "Severance Benefit"). The Severance Benefit shall be paid by the University in regular bi-weekly installments over the period from the effective date of termination through the Termination Date (the "Payment Period") provided Coach does not engage in activities that would harm or prevent meaningful mitigation of the University's payment obligation. Notwithstanding the preceding sentence, with respect to any portion of the Severance Benefit that is payable in a calendar year after the calendar year in which the effective date of termination occurs ("Future Severance Pay"), a portion of the Future Severance Pay will be accelerated in an amount equal to the federal and state income tax withholdings that would have been remitted by the University if there had been a payment of wages equal to the income includible by Employee under Section 457(f) of the Internal

Revenue Code, as amended (the “Code”) as of the effective date of termination (Future Severance Pay otherwise payable to Employee will be offset by any such Future Severance Pay accelerated) and such portion will be paid by the end of the calendar year in which the effective date of termination occurs. The acceleration described in the preceding sentence is intended to comply with the requirements of Section 1.409A-3(j)(4)(iv) of the Code regulations (as it may be amended from time to time), and will be administered and construed in whatever manner is necessary to ensure such compliance.

3. Coach acknowledges and agrees that the University has no obligation to pay any Severance Benefit due to Coach as set forth above, unless and until the Coach executes and delivers to the University, and does not revoke within seven consecutive days thereafter, a Separation Agreement in form and content reasonably acceptable to the University which shall include, at a minimum, a release by Coach of any and all claims and causes of action against the University by reason of any act, omission, transaction, or event occurring up to the date of execution of the Separation Agreement and a reservation of the University’s right to terminate such agreement should Coach engage in activities that would harm or prevent meaningful mitigation of the University’s payment obligation. The University shall provide Coach with the Separation Agreement for execution upon termination without cause. To the extent required by the Code, if the maximum period over which the Separation Agreement may become binding and irrevocable begins in one calendar year and ends in the following calendar year, payments pursuant to this Section 9.B. (if any) shall begin in the following calendar year.
4. Notwithstanding the foregoing, the University’s obligation to pay the Severance Benefit is subject to and contingent upon Coach diligently seeking to mitigate this payment obligation by obtaining Other Employment during the Payment Period. If Coach fails to diligently seek Other Employment as required by the preceding sentence, the University shall have no further obligation to pay the Severance Benefit until Coach remedies the situation (at which time future payments shall resume immediately; provided, however, that the University shall have no obligation to make any payments for any period during which Coach was not exercising such efforts). University’s Severance Benefit payment obligation under this Section 9.B. shall be offset by any Compensation Coach earns from Other Employment during the Payment Period. If Coach engages in Other Employment during the Payment Period, the University may reduce the amounts otherwise due pursuant to this subsection 9.B.4. by the amount of the Compensation earned by Coach from such Other Employment. Coach shall inform the University, on a regular and continuing basis and upon beginning Other Employment and upon the University’s request, as to whether Coach has obtained Other Employment during the Payment Period and Coach shall provide to University such documentation as may be necessary to confirm

Coach's Compensation during the Payment Period. For the avoidance of doubt, University's obligation to pay the Severance Benefit shall cease if for so long as Coach earns more than that what is owed by the University. Coach shall not enter into any agreement with a successor employer or other third party payor with the intention or effect of evading the University's right of offset under this subsection 9.B.4, including without limitation artificially backloading or deferring (in whole or in part) Compensation from Other Employment beyond the end of the Payment Period, unjustifiably agreeing to accept Compensation below fair market value, or otherwise intentionally structuring payment obligations to avoid or minimize application of this subsection 9.B.4.

5. For purposes of this subsection B. "Other Employment" shall mean the provision of services by Coach working as an employee for another employer, as a consultant, as a self-employed person, or as an independent contractor, whether personally or through one or more business entities owned or controlled by Coach. Further, the term "Compensation" shall mean any and all gross income derived from Other Employment, whether as wages paid by an employer, as a dividend or other distribution from a business entity owned or controlled by Coach, or otherwise (but excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, club membership, courtesy tickets, and use of vehicles). For purposes of determining the Compensation payable to Employee during the Payment Period under circumstances in which Coach's Other Employment is evidenced by one or more contractual agreements having a term greater than one year (without limiting inclusion of other types of Compensation), any periodically-rated salary, additional or supplemental compensation, or other compensation expressed as a periodic rate payable to Employee in any given year shall be deemed to be the average Compensation of such nature payable under said contractual agreement(s), determined by dividing the total such Compensation payable thereunder for all years (including periods occurring after the end of the Payment Period) by the total number of years occurring during the term thereof. In the event the term of such contractual agreement(s) includes one or more partial years, such Compensation payable in such partial year(s) shall be included in the aforementioned calculation, and each such partial year shall be considered part of the term as a fractional year based on the number of days in such partial year divided by 365, rounded to the nearest hundredth of a year. For example, a contractual agreement beginning on April 1, 2025, and ending on June 30, 2030 would be considered to have a term of 5.25 years.

C. Termination by Coach.

1. Coach agrees not to, directly or indirectly, including through any agent or representative, interview for, negotiate for, or accept other full-time or part-time employment of any nature without first having provided notice to the Director.

2. In the event that Coach terminates this Agreement to take another position with any entity in any capacity, whether as an employee, an independent contractor, a consultant, or the like, Coach agrees to either pay to University or cause to be paid to the University, as liquidated damages, Twenty-Five percent (25%) of the remaining unpaid Base Salary that would have been paid to Coach pursuant to this Agreement if Coach remained employed by the University through the Termination Date. The University will waive all exit fees if you accept a collegiate or professional Offensive Coordinator or Head Coaching position.
 - a. Coach shall make, or cause to be made, payment of the aforementioned amount within thirty (30) consecutive days of the effective date of the termination by Coach.
 - b. For the avoidance of doubt, the parties affirm that they have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that University will incur administrative, recruiting, resettlement, and other costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement prior to its expiration, which damages are extremely difficult or impracticable to determine with certainty. The payment of the liquidated damages shall constitute adequate and reasonable compensation to the University for the damages and injury suffered because of termination by convenience by Coach; it is not, nor shall it be construed to be, a penalty.
3. Upon termination of this Agreement, Coach shall, within thirty (30) consecutive days of termination, receive payment from University for all Base Salary and incentive compensation actually earned and accrued but unpaid, and all incurred but unreimbursed expenses under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other withholdings.

D. **Termination Due to Inability to Perform.** In the event of the inability of Coach to continue to perform the essential functions of Coach's position under this Agreement by reason of death, disability, or permanent retirement, this Agreement shall terminate and all future obligations between the parties shall cease. The parties further agree that in the event that Coach is unable to continue to perform Coach's obligations under this Agreement and the Agreement is terminated pursuant to this subsection 9.D., Coach shall be entitled to receive all earned and accrued Total Salary, benefits and incentive compensation earned but unpaid, and all incurred but unreimbursed expenses as of the date of the termination of this Agreement. Such compensation shall be paid to Coach or Coach's estate, as the case may be, in addition to standard University benefits, if any.

- E. **Resignation or Termination of Head Coach.** If during the term of this Agreement the Head Coach voluntarily terminates his employment with the University or is terminated by the University (“Termination Event”) then this Agreement shall automatically terminate on the thirtieth (30th) day following the Termination Event, or on the Termination Date stated in Section 2, whichever comes first without breach by the University. University will pay to Coach all Base Salary, benefits and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other withholdings. The University also may choose to reassign Coach to another position within the Athletics Department, subject to a salary offset, until the Termination Date stated in Section 2.
- F. **Coach’s Obligation Upon Separation from University.** All materials or articles of information, including without limitation, keys, keycards, cell phones, computers, equipment, parking passes, unused athletic event tickets and the like, the right to claim such tickets and the like, automobiles, personnel records, recruiting records, team information, video, statistics or any other material documents, correspondence, or other data furnished to the Coach by the University or developed by the Coach, whether directly or by others under Coach’s supervision and control, on behalf of the University for the University’s use or otherwise in connection with the Coach’s employment hereunder shall remain the sole property of the University. Coach shall cause any and all such materials in Coach’s possession or control to be delivered to the University by or before close of business on the date of Coach’s termination of employment. This provision shall apply equally to written and electronic materials and records. Coach understands that he will be responsible to pay for any lost, damaged, or unreturned University property. The foregoing provisions of this subsection shall not apply to personal notes, personal play books, memorabilia, diaries and similar personal records of Coach, which Coach is entitled to retain.

10. **GRIEVANCE PROCESS**

Resolution of any employment grievance that Coach may have shall be governed by the W. Va. Public Employees Grievance Procedure (W. Va. Code §§ 6C-2-1 to -7).

11. **HEADINGS**

The headings of the sections contained in this Agreement are for reference purposes only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

12. **ENTIRE AGREEMENT; AMENDMENT**

It is mutually understood that this Agreement and the attached exhibits contain all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto. For the avoidance of doubt, it is understood and agreed that this Agreement terminates and supersedes in all respects the Memorandum of Understanding referenced in the recitals appearing above. Any modification, amendment or addendum to this Agreement shall be effective only if made in writing and signed by both parties.

13. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such remaining provisions shall remain in full force and effect.

14. APPLICABLE LAW

This Agreement is made and entered in Monongalia County in the State of West Virginia, and the laws of West Virginia shall govern its validity, interpretation, performance, and enforcement by the parties of their respective duties and obligations hereunder.

15. VOLUNTARY AGREEMENT

This Agreement is the result of arm's-length negotiation between the parties, and the parties have had the opportunity to be represented by counsel of their own choosing. Each party enters into this Agreement freely and voluntarily and with the full intent to be bound hereby.

16. NOTICE

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and personally delivered or mailed to the other party at the address stated here:

COACH: Last Address on File with the University

UNIVERSITY: Director of Intercollegiate Athletics
West Virginia University
PO Box 0877
Morgantown, WV 26507-0877

With a Copy to:
General Counsel's Office

West Virginia University
105 Stewart Hall, PO Box 6204
Morgantown, WV 26506-6204

BY THEIR SIGNATURES BELOW, the parties have executed this Agreement as of the day and year first above written.

**WEST VIRGINIA UNIVERSITY BOARD
OF GOVERNORS FOR AND ON BEHALF
OF WEST VIRGINIA UNIVERSITY**

By: 

Wren Baker
Vice President and Director of Athletics



Logan Bradley

EXHIBIT A – ANNUAL PERFORMANCE INCENTIVES*

As set forth in the Agreement, Coach is entitled to the following annual performance incentives:

a.	Participation/Appearance in Big 12 Championship Game	\$10,000.00
b.	Big 12 Championship Game Victory	\$15,000.00
c.	Non-College Football Playoff Bowl Appearance"	\$10,000.00
d.	Non-College Football Playoff Bowl Victory	\$10,000.00
e.	College Football Playoff- 1st Round	\$15,000.00
f.	College Football Playoff - Quarterfinal Appearance	\$20,000.00
g.	College Football Playoff - Semifinal Appearance	\$25,000.00
h.	College Football Playoff- Championship Game Appearance	\$25,000.00
i.	College Football Playoff – Championship Game Victory	\$25,000.00

* All Performance Incentives are Cumulative and the Maximum Payout is \$135,000

" Payment of this annual performance incentive, (c) is contingent on the football team achieving at least a .500 or better regular-season record. For the avoidance of doubt, if the football team becomes bowl eligible with a losing record, no bowl incentives will be earned.