TERM SHEET FOR EMPLOYMENT OF
DIRECTOR OF INTERCOLLEGIATE ATHLETICS
AND VICE PRESIDENT

This **EMPLOYEE TERM SHEET** ("Term Sheet") summarizes the principal terms between **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS FOR AND ON BEHALF OF WEST VIRGINIA UNIVERSITY** ("University" or "WVU") and **WREN BAKER** ("Employee") (collectively the "Parties" or individually "Party") for Employee to serve as the WVU Director of Intercollegiate Athletics and Vice President ("Athletics Director").

1. **Employment**.

    a. The University employs Employee, which is contingent upon adequate funding, as the WVU Director of Intercollegiate Athletics and Vice President ("Athletics Director"). The Employee accepts employment as Athletics Director. The position of Athletics Director is a full-time, non-classified, exempt employee.

    b. Employee's employment is conditioned upon successful completion of a personal and compliance background check. Should Employee's background check reveal unsatisfactory results, the University may terminate this Agreement immediately, and without liability for liquidated damages.

2. **Term.** The term ("Term") of this Agreement begins on December 17, 2022 ("Effective Date") and terminates on 11:59 p.m. on December 31, 2028 ("Termination Date").

3. **Compensation**.

    a. **Base Salary**. Employee's annualized, twelve-month base salary for Agreement Years One and Two shall be $1,100,000, paid in accordance with normal University procedures for other full-time non-classified employees ("Base Salary"). Except for Agreement Year One, which begins on the Effective Date and ends December 31, 2023, each subsequent Agreement Year shall be the period starting on January 1 and ending on December 31. The Employee's annualized base salary shall be subsequently increased as indicated in the below chart.

Agreement Year	Total Annualized Base Salary
Agreement Years One and Two (December 17, 2022 to December 31, 2024)	$1,100,000
Agreement Year Three (January 1, 2025 to December 31, 2025)	$1,150,000
Agreement Year Four (January 1, 2026 to December 31, 2026)	$1,200,000
Agreement Year Five (January 1, 2027 to December 31, 2027)	$1,250,000
Agreement Year Six (January 1, 2028 to December 31, 2028)	$1,300,000

b. **Merit Increases**. Employee may also eligible for any merit increases available to other University non-classified employees, at the sole discretion of the President.

c. **Second Retention Incentive**. In addition to the Base Salary, University shall pay Employee a one-time Retention Incentive in the amount of $250,000, for services rendered, if he is employed as Athletics Directors on March 1, 2026.

d. **Incentive Compensation**. In addition to the Base Salary, Employee may earn incentive payments for meeting certain performance goals as set forth in **Exhibit A**. ("Incentive Compensation").

4. **Allowances.**

a. **Courtesy Automobile(s).** Employee may elect to receive up to two (2) courtesy automobiles during Employee's service as Athletics Director; provided, however, that prior to receipt of the automobile(s), Employee shall separately agree to the terms and conditions of the Department of Intercollegiate Athletics' Wheels Club Driver Agreement.

b. **Tickets.** Employee may elect to receive ten (10) tickets for all ticketed home events and ten (10) passes for any Conference or NCAA Post-season contests of which the University is scheduled to appear. Employee shall have access to and shall use the Athletic Director's suite at Mylan Puskar Stadium to assist with the performance of his University job duties.

5. **Buyout**. The University shall be responsible for the payment of Employee's buyout obligation to his current employer, in the amount of $250,000, and agrees to cover any tax liability amount(s) so that it is tax neutral to Employee.

6. **Moving Expenses**. To support Employee's relocation to Morgantown, West Virginia, the University shall reimburse Employee for the actual, reasonable, and documented moving and relocation expenses. Requests for reimbursement must be submitted in written with appropriate support documentation to the Office of the President for review and approval. This payment may be subject to applicable taxes which are Employee's personal responsibility unless otherwise provided by federal or state law.

7. **Temporary Housing.** University shall provide temporary housing for Employee for up to 4 months in the Morgantown area or a housing stipend of $20,000 ($5,000/month).

8. **Termination for Convenience by University**. In the event that University terminates Employee without cause the University shall pay to Employee liquidated damages in the amount of seventy-five percent (75%) of the remaining Base Salary that would be paid to Employee pursuant to the Agreement if Employee remained employed through the Termination Date The University's payment obligation under this Paragraph shall be offset by any amounts Employee earns from comparable athletic-related employment, including any incentive or bonus compensation, over the remaining term of employment had this Agreement not been terminated (but excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, club membership, courtesy tickets, and use of vehicles). The parties agree that the aforementioned sum represent liquidated damages, are

not a penalty, and shall be payable in regular bi-weekly installments over the remaining Agreement Term, minus applicable payroll deductions.

9. **Termination for Convenience by Employee**. In the event that Employee terminates this Agreement to pursue other employment of any kind before the end the Agreement Term, the Employee shall pay to the University liquidated damages as follows:

Agreement Year	Liquidated Damages Amount
Agreement Year One (December 17, 2022 to December 31, 2023)	$1,000,000
Agreement Year Two (January 1, 2024 to December 31, 2024)	$800,000
Agreement Year Three (January 1, 2025 to December 31, 2025)	$600,000
Agreement Year Four (January 1, 2026 to December 31, 2026)	$400,000
Agreement Year Five (January 1, 2027 to December 31, 2027)	$200,000
Agreement Year Six (January 1, 2028 to December 31, 2028)	$0

10. **First Retention Incentive.** University shall pay Employee a one-time Retention Incentive in the amount of $75,000 following his first two weeks of employment, for services rendered, and upon execution of long-form employment agreement.

11. **Long-Form Agreement**. Parties agree to negotiate in good faith a formal long-form agreement and have it fully executed within ten (10) business days following the execution of this Term Sheet.

BY THEIR SIGNATURES BELOW, Acknowledgment: the terms and conditions contained herein shall be binding on the parties upon their signatures hereto, and will serve as the contract until a formal long-form contract is signed by the parties.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY

By______________________
E. Gordon Gee

WREN BAKER

Wren Baker

____
Wren Baker

Exhibit A: Incentive Compensation

The following are incentives available for each Agreement Year.

1. 75% of the amount of incentive payments made to the various coaches of NCAA athletic teams at the University based upon athletic and academic accomplishments. For calculation purpose, the underlying incentives paid to a given coach must have been earned while Employee was serving as the Athletics Director (i.e., at the time of bowl game and / or academic achievement), payable at the end of the calendar year or at the end of the academic year, as applicable, subject to the following maximum annual amount:

Agreement Year	Maximum Incentive Amount
Agreement Year One (December XX, 2022 to December 31, 2023)	$125,000
Agreement Year Two (January 1, 2024 to December 31, 2024)	$150,000
Agreement Year Three (January 1, 2025 to December 31, 2025)	$175,000
Agreement Year Four (January 1, 2026 to December 31, 2026)	$200,000
Agreement Year Five (January 1, 2027 to December 31, 2027)	$225,000
Agreement Year Six (January 1, 2028 to December 31, 2028)	$250,000

2. An annual incentive of $25,000 if the Academic Performance Rating is at least 970 but less than 985.

3. An annual incentive of $35,000 if the Academic Performance Rate is at least 985.

4. Subject to a maximum of $100,000 per year, an incentive, for services rendered, in such amount as may be determined by the President based upon meeting or exceeding performance targets set for in the annual performance evaluation, payable within 60 days after the close of each fiscal year;

5. Subject to a maximum of $50,000 per year, an incentive, for services rendered, as determined by the President, based upon exceptional performance relating to innovation in revenue generation; business, sponsorship, and commercial advancement; and dedication to student athlete success, payable within 60 days after the close of each fiscal year;

6. $50,000 for every aggregate amount of $5,000,000 in pledged donations occurring in any Agreement Year pursuant to one or more executed gift agreements, where the pledge is earmarked for the Department of Athletics to be paid in full in a period not exceeding five years from the date of the gift agreement – but not including gifts, contributions, and donations required to obtain tickets for NCAA athletic team events, all as determined by the WVU Foundation, payable within 60 days after the close of the fiscal year for which it has been awarded;

7. An annual incentive of $50,000, if the average Attendance at Milan Puskar Stadium for regular season football games for the Agreement Year is at least 10% over the previous Agreement Year; and

8. An annual incentive of $25,000, if the average Attendance at the WVU Coliseum for regular season men's basketball games for the Agreement Year increases at least 10% over the previous Agreement Year.
"Attendance" means the paid game attendance, excluding students, as determined by the WVU Athletics Department Ticketing Office.

9. An annual incentive of $25,000, if any WVU NCAA intercollegiate athletics program wins the national championship for that particular program.