

May 28, 2025

Wren Baker
WVU Athletics
PO Box 0877
Morgantown, WV 26507-0877

RE: Second Amendment to Employment Agreement

Dear Wren:

It is my pleasure to extend your appointment as Director of Intercollegiate Athletics and Vice President at West Virginia University. With your consent, the following terms and conditions shall amend your Employment Agreement, dated May 31, 2023, as amended by the First Amendment dated May 2, 2024 (collectively the "Agreement") and shall serve as a contractual agreement between you and the West Virginia University Board of Governors on behalf of West Virginia University ("University" or "WVU").

- 1) Paragraph 2 shall be amended to reflect that the Agreement terminates on December 31, 2032 ("Termination Date").
- 2) The chart within Paragraph 3(a) shall be deleted in its entirety and replaced with the following:

Agreement Year	Total Annualized Base Salary
Agreement Year Three (January 1, 2025 to December 31, 2025)	\$1,300,000
Agreement Year Four (January 1, 2026 to December 31, 2026)	\$1,400,000
Agreement Year Five (January 1, 2027 to December 31, 2027)	\$1,500,000
Agreement Year Six (January 1, 2028 to December 31, 2028)	\$1,600,000
Agreement Year Seven (January 1, 2029 to December 31, 2029)	\$1,700,000
Agreement Year Eight (January 1, 2030 to December 31, 2030)	\$1,800,000
Agreement Year Nine (January 1, 2031 to December 31, 2031)	\$1,900,000
Agreement Year Ten (January 1, 2032 to December 31, 2032)	\$2,000,000

- 3) Paragraph 3(d)(ii) shall be deleted in its entirety and replaced with the following:

In addition to the Base Salary, University shall pay Employee a Retention Incentive, for services rendered, in accordance with the below Schedule:

Trigger	Retentive Incentive Amount
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2025	\$200,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2026	\$200,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2027	\$200,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2028	\$200,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2029	\$200,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2030	\$500,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2031	\$200,000
If Employee is employed as Director of Intercollegiate Athletics and Vice President on July 1, 2032	\$500,000

- 4) The following shall be added to Section 4:

- x. Represent the University's interest as a director of one or more University-affiliated corporations established to conduct operational, economic, fiscal, and educational development activities and services related to intercollegiate athletics.

- 5) Section 8(a), regarding Courtesy Automobile(s), shall be amended to add the following sentence:

Employee may request at any time during the Term to reduce the courtesy automobile allotment from two (2) automobiles to one (1) automobile and substitute with a monthly automobile stipend in the amount of \$2,000 per month.

6) Section 21 shall be deleted in its entirety and replaced with the following:

21. **Termination for Convenience by Employee.** Employee agrees that they will not, directly or indirectly through any agent or representative, inquire into, seek, negotiate for, or accept other full-time or part-time employment of any nature at any time during the Term without first having given notice to the President.

- a. In the event that Employee terminates this Agreement before the end the Term, the Employee shall pay, or cause to be paid, to the University, within 90 days after the date of termination, liquidated damages as follows, based on the Agreement Year during which termination occurs:

Agreement Year	Liquidated Damages Amount
Agreement Years One, Two, and Three (December 17, 2022 to December 31, 2025)	\$1,000,000
Agreement Year Four (January 1, 2026 to December 31, 2026)	\$800,000
Agreement Year Five (January 1, 2027 to December 31, 2027)	\$600,000
Agreement Year Six (January 1, 2028 to December 31, 2028)	\$400,000
Agreement Year Seven (January 1, 2029 to December 31, 2029)	\$200,000
Agreement Year Eight (January 1, 2030 to December 31, 2030)	\$100,000
Agreement Year Nine (January 1, 2031 to December 31, 2031)	\$100,000
Agreement Year Ten (January 1, 2032 to December 31, 2032)	\$0

- b. The parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that University will incur administrative, recruiting, and other costs in obtaining a replacement for Employee, in addition to potentially increased compensation costs if Employee 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 Employee; it is not, nor be construed to be, a penalty. If Employee terminates this Agreement pursuant to Section 21(c), with Good Reason, the liquidated damages described herein shall not be owed.

- c. **Termination by Employee With "Good Reason."** Employee may resign his employment for "Good Reason" in the event that there is a material and substantial diminution in Employee's authority, duties, and responsibilities as detailed in this Agreement. Employee shall provide University written notice within ninety (90) days of initial existence of such diminution, and University will thereafter have thirty (30) days after the receipt of such notice to respond and reasonably modify Employee's authority, duties and/or responsibilities so there is no longer a material and substantial diminution. If University does not reasonably modify Employee's duties as described in the preceding sentence, Employee shall then be entitled to resign and have that resignation treated as a termination for convenience by the University in accordance with the provisions of Section 20. For the avoidance of doubt, it is understood and agreed that disciplinary measures permitted by this Agreement (such as suspension pursuant to Section 19) shall not constitute a diminution of authority, duties and responsibilities within the meaning of this Section 21(c).

- 7) Paragraph 1 on Exhibit A (Incentive Compensation) shall be deleted in its entirety and replaced with the following:

1. 75% of the amount of incentive payments made to all of the various head coaches of the University's NCAA athletic teams at the University based upon athletic and academic accomplishments. For calculation purposes, the underlying incentives paid to a given head coach must have been earned while Employee was serving as the Athletics Director (e.g., at the time of bowl game and / or academic achievement), and shall be determined and payable to Employee within 60 days following the end of the Agreement Year.

The Maximum Incentive Amount payable to Employee with respect to each Agreement Year shall be \$250,000. (The Maximum Incentive Amount described herein Incentive 1, shall only apply the maximum amount to Incentive 1 and can still earn Incentives 2 – 9 each Agreement Year.)

- 8) All other terms and conditions of the Agreement letter shall remain in full effect.

Your signature below signifies your understanding and acceptance of the above-stated terms and conditions.

I extend and amend your appointment with pleasure for the continued benefit of West Virginia University.

Sincerely,


E. Gordon Gee
President

I voluntarily accept the terms of this amended offer of employment as stated above.

 *Let's Do!*
Wren Baker

6-5-2025
Date:

- c. Division of Human Resources - Employee Records Unit
Stewart Hall Expert Business Office
Athletics Business Office