



January 19, 2020

Daniel Stratford
[REDACTED]
[REDACTED]
[REDACTED]

Re: Letter of Offer for Head Soccer Coach

Dear Dan:

It is my pleasure to offer you the position of Head Soccer Coach at West Virginia University ("WVU") under the following terms and conditions. Importantly, this offer of employment is subject to approval by all appropriate governmental authorities and is conditioned on successful completion of a personal and compliance background check.

Your appointment shall begin on a date mutually determined by you and WVU ("Effective Date") and continue through December 31, 2023. Such term may be extended if and only if the parties mutually agree. Your annualized base salary will be as follows:

<u>Dates of Contract</u>	<u>Base Salary</u>
Effective Date – December 31, 2020	\$120,000
January 1, 2021 – December 31, 2021	\$120,000
January 1, 2022 – December 31, 2022	\$120,000
January 1, 2023 – December 31, 2023	\$120,000

Payment shall be in accordance with the payroll policies of University and subject to such deductions as may be required by applicable state and federal laws and regulations, and such employee benefit plans in which you elect to participate. You will be employed 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.

Further, you represent and warrant that you have not violated any of the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and that you are not aware of any threatened or pending NCAA investigation involving your conduct at any NCAA member institution. Further, you warrant that your resume and credentials are true and accurate.

In addition to your annualized base salary, you 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. Importantly, you agree that you will take leave in accordance with University policies and authorizes University to process leave accordingly.

Please recognize that the definitive legal obligations associated with your employment shall include the above described terms, as well as the following additional terms:



1. **Early Termination by Employee:** In the event that you terminate this Agreement without first obtaining a release from the University, you agree to either pay to University, as liquidated damages, twenty-five percent (25%) of the remaining Base Salary of this Agreement, which is payable within (30) days of the effective date of the termination by you. Provided, however, that the referenced percentage for calculating liquidated damages payable to the University shall be one hundred percent (100%) in the event you accept employment by a member institution of the Mid-American Conference.
2. **Early Termination Without Cause by WVU:** In the event that University terminates you without cause, University will pay, in equal monthly installments from legally available funds until the Termination Date, all Base Salary, benefits and incentive compensation actually earned and accrued but unpaid through the notice of termination for convenience, and any or all other amounts University is legally obligated to pay to you pursuant to the terms of this Agreement, as if you had fully performed through and until Termination Date, less all applicable taxes and other withholdings.
3. **Termination for Cause:** The University reserves the right to terminate this Agreement for cause, which shall be deemed to include, but is not limited to, the following: material breach of this Agreement; misrepresentation of information on your resume or credentials or any other fraud or dishonesty under this Agreement; any conduct in violation of any federal, state, or local criminal statute (excluding minor traffic offenses) whether prosecuted or not, or any act of moral turpitude; insubordination of the reasonable instruction of the Director of Intercollegiate Athletics; or conduct that is clearly contrary to the character and responsibilities of a person occupying your position, offends the traditions of WVU, brings discredit to WVU; or harms WVU's reputation.
4. **Other Compensation:**
 - a. You shall receive one (1) courtesy automobile; provided, however, prior to receipt of the automobile, you shall separately agree to the terms and conditions of the Department of Intercollegiate Athletics' Wheels Club Driver Agreement.
 - b. **Tickets:** You may elect to receive ten (10) tickets for each home soccer meet, four (4) tickets for each home football game, four (4) tickets for each men's basketball game, four (4) tickets for each home women's basketball game, and if applicable, ten (10) tickets for each Conference or NCAA Championship in which the University's soccer team participates. Such tickets shall be distributed as allowed by law and by the rules and regulations of WVU, the applicable Conference and the NCAA, and are subject to applicable taxes.
 - c. **Sports Camps:** You 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 WVU BOG Rule 5.5, and other applicable state laws.

- d. **Athletic Apparel:** You are entitled to an allocation from the University's team apparel supplier totaling One Thousand Six-Hundred Dollars (\$1,600.00) which is subject to applicable taxes.
- e. **Club Membership:** University shall provide you a membership at Lakeview Resort which will be subject to applicable taxes, if any.
- f. **Moving expenses:** University shall provide moving expenses up to Ten Thousand Dollars (\$10,000). If necessary, WVU will provide temporary housing for up to a maximum of (30) days. The moving expenses will be subject to applicable taxes.

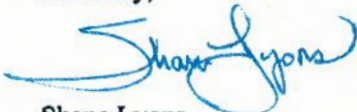
5. Performance Incentives: You are entitled to the following annual performance incentives:

- a. Conference regular season
 - i. Regular season first place finish \$ 7,000.00
 - ii. Regular season second place finish \$ 3,000.00
- b. Conference postseason tournament
 - iii. Tournament Championship \$ 7,000.00
 - iv. Tournament runner-up \$ 3,000.00
- c. NCAA Tournament (cumulative)
 - i. Participation in First Round \$ 7,000.00
 - ii. Participation in Second Round \$ 5,000.00
 - iii. Participation in Third Round \$ 7,500.00
 - iv. Participation in Fourth Round \$ 7,500.00
 - v. Participation in National Semifinals (College Cup) \$ 20,000.00
 - vi. Participation in National Finals (College Cup) \$ 10,000.00
 - vii. NCAA National Championship \$ 25,000.00
- d. Final Top 25 Finish in the NSCAA \$ 2,500.00
- e. Conference Coach of the Year \$ 5,000.00
- f. National Coach of the Year selected by NSCAA \$ 10,000.00
- g. APR rating of 930 or above, as determined by the NCAA \$ 3,000.00

Until such time that a final formal employment agreement is signed, this Letter of Offer shall serve as your binding employment agreement. It is mutually understood that this Agreement contains all of the terms and conditions to which the parties have agreed; further, West Virginia law will govern this Agreement's validity, interpretation, performance, and enforcement.

Within three (3) calendar days of your acceptance of this offer of employment, WVU will submit to you or your representative a formal employment contract for review and approval. A good faith effort shall be taken by you and WVU to finalize and sign a formal employment contract as soon as possible.

Sincerely,



Shane Lyons
Director of Athletics

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

DANIEL STRATFORD  1/21/20
Name Date