

EMPLOYEE SEPARATION AGREEMENT

This AGREEMENT is made this 18th day of November, 2022, by and between the West Virginia University Board of Governors (hereinafter “Board”) for and on behalf of West Virginia University (hereinafter “University” or “WVU”) and Shane Lyons (hereinafter “Employee”).

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and Employee agree as follows:

1. The terms within this Agreement shall amend and supersede the terms contained within the Employee’s Offer Letter and the First Supplement Agreement to that Offer Letter, both dated February 11, 2015; the unnamed amendment dated January 11, 2018; and the Second Employment Extension dated January 14, 2022 (collectively the “Prior Agreements”).

2. Since January 31, 2015, Employee has served as the Director of Intercollegiate Athletics and Associate Vice President at the University.

3. Effective as of November 14, 2022, Employee was asked, and has agreed, to step down as the Director of Intercollegiate Athletics and Associate Vice President.

4. Beginning November 14, 2022 through January 4, 2023 (“Limited Term”), Employee will remain employed and be designated as a Special Assistant to the President. In this capacity, Employee shall engage in special projects as requested. Employee will primarily be working remotely during this Limited Term and will report directly to the University President. Beginning on January 5, 2023, Employee will no longer be an employee of the University. Nothing set forth in this Agreement shall restrict or impair Employee’s right to resign his employment prior to expiration of the Limited Term.

5. Employee has been paid out his previously earned and accrued 2021 contractual incentives with the exception of \$34,000, which shall be paid into Employee's 415 retirement plan by November 18, 2022, as previously agreed.

6. Employee shall be paid out the following accrued and earned incentives as of November 14, 2022, consistent with the terms of the Prior Agreements. These incentive payments shall be paid to the Employee by the University prior to February 28, 2023, and shall be in accordance with the payroll policies of the University and subject to any applicable payroll deductions.

- a. Performance Incentive: It has been determined that Employee shall be paid One Hundred Sixty-Two Thousand (\$162,000) as Employee's 2022 calendar year Performance Incentive.
- b. Service and Engagement Incentive: It has been determined that Employee shall be paid One Hundred Thousand Dollars (\$100,000) as Employee's 2022 calendar year Service and Engagement Incentive.
- c. Fundraising Incentive: It has been determined that Employee shall be paid Fifty Thousand (\$50,000) as Employee's 2022 calendar year Fundraising Incentive.

7. During the Limited Term, Employee's annualized salary, minus any applicable payroll deductions, will be Eight Hundred and Ninety-Five Thousand Dollars (\$895,000) through December 31, 2022. Beginning on January 1, 2023 through January 4, 2023, and in accordance with the Prior Agreements, Employee's annualized salary, minus any applicable payroll deductions, shall be Nine Hundred and Thirty-One Thousand Dollars (\$931,000). During the Limited Term, Employee will no longer be eligible for any incentives or additional compensation that were outlined in his Prior Agreements exception as specified in Paragraph 11. In the event

that the Employee resigns prior to expiration of the Limited Term, Employee's resignation shall in no manner affect the compensation he is to receive pursuant to this Agreement.

8. Prior to the end of his Limited Term, Employee must inform WVU Benefits and Compensation whether he would like his unused Annual Leave to be paid out in a lump sum or exhausted through the payroll process.

9. During the Limited Term, Employee is 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, Employee agrees that he will take leave in accordance with University policies and authorizes University to process leave accordingly.

10. During the Limited Term, Employee may continue to use the two (2) courtesy automobiles he has received through the Department of Intercollegiate Athletics' Wheels Club Driver Agreement.

11. Following the Limited Term, and in accordance with Employee's Prior Agreements, the University shall pay Employee, his prorated annualized Base Salary of Nine Hundred and Thirty-One Thousand Dollars (\$931,000) from January 5, 2023 through December 31, 2023, and then his prorated annualized Base Salary of Nine Hundred and Thirty-One Thousand Dollars (\$931,000) from January 1, 2024 through November 14, 2024. Additionally, the University shall pay Employee, an additional Two Hundred Eighty-Seven Thousand and Five Hundred Dollars (\$287,500), which Employee is not otherwise entitled to receive absent this Agreement. These payments shall be made in equal bi-weekly installments of (with the exception of the final payment), minus applicable payroll deductions, through the WVU payroll system. Employee's

final payment will be received on or about November 29, 2024 for the remaining, prorated amount of the sums set forth in this paragraph (prorated for the final nine (9) days on that pay period through November 14, 2024). In consideration of receiving the compensation described in this paragraph, Employee will make himself available at reasonable times, as necessary, for consultation about matters which he was involved with during his tenure as the Director of Intercollegiate Athletics and Associate Vice President at West Virginia University.

12. Employee acknowledges and agrees that the schedules for future payment set forth in this Agreement, including but not limited to any payments that may be characterized as severance or fringe benefits, have been mutually agreed upon by WVU and the Employee, and shall be made pursuant to the terms of this Agreement.

13. Employee represents and warrants that he has not materially violated any of the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and that he is not aware of any threatened or pending NCAA investigation involving his conduct or the WVU Athletic Department; except, any NCAA infractions or investigations already disclosed to University by Employee. Employee also represents and warrants that he is not aware of any unreported potential violations of University rules or policies, including WVU Board of Governors Rules 1.6 and 1.7.

14. Employee waives and releases any and all claims, known or unknown, arising on or before the date Employee signs this Agreement, that Employee has or might have against the Board, the University, or any affiliates, officers, employees, representatives and agents, as well as all of its and their past and present officers, employees, representatives and agents of any of those entities (collectively "Released Parties"). These waived and released claims include but are not limited to: (i) claims that in any way relate to Employee's employment, separation from employment and other dealings of any kind with any Released Party or Parties; (ii) claims of

unlawful discrimination, harassment, retaliation or other alleged violations arising under federal, state, local or others laws and regulations, including but not limited to claims arising under the federal Age Discrimination in Employment Act (ADEA); Older Workers Benefit Protection Act (OWBPA); Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act (ADA); the Fair Labor Standards Act (FLSA); the Wage Payment and Collection Act (WPCA); the Worker Adjustment and Retraining Notification Act (WARN); the Family and Medical Leave Act (FMLA); the West Virginia Public Employees Grievance Board; and/or the West Virginia Human Rights Act; (iii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual obligations, negligence, and/or violation of public policy; and (iv) claims for monetary damages, other personal recovery or relief, costs, expenses and attorneys' fees of any kind. This Release does not affect any claims arising after the effective date of this Agreement.

15. The parties further agree and acknowledge that the terms of this Agreement are confidential and are not to be disclosed to third parties. This confidentiality provision is not intended to prevent the parties from discussing the terms of this Agreement with their counsel, auditors, tax professionals, and/or other financial management professionals. Additionally, disclosure of the terms of this Agreement, or the Agreement itself, as required in response to subpoena, Court order, the West Virginia Freedom of Information Act, or as otherwise required by law will not constitute a violation of the confidentiality provision of this Agreement.

16. Employee understands and agrees that he has consulted with his attorney before signing this Agreement; that he has been given an opportunity to review this Agreement for a twenty-one (21) day period and has been advise to confer with counsel before executing it; that he has been furnished with the toll free number of the West Virginia State Bar (1-866-989-8227); that he has

had the contents of this Agreement explained to him and/or that he knows and understands the contents thereof; that he has executed this Agreement as a free and voluntary action; and that he has also been expressly informed that he has the right to revoke his acceptance of this agreement by notice to the employer within seven (7) days after its execution.

17. Employee acknowledges and agrees that he if revokes his acceptance of this Agreement as set forth in Paragraph 15 above, then (1) he shall not be entitled to the additional payment of Two Hundred Eighty-Seven Thousand and Five Hundred Dollars (\$287,500) set forth in Paragraph 11 above; (2) that his employment during the Limited Term shall cease immediately without any additional compensation or recourse; and (3) that he will no longer be eligible to use the courtesy automobiles as set forth in Paragraph 10 above .

18. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such remaining provisions shall remain in full force and effect.

19. Employee and the University hereby acknowledge and agree that this Agreement contains the entire agreement between the parties and that the terms thereof are contractual and not a mere recital and that the parties have made no agreement or promise to do any act or thing not herein set forth.

20. Employee hereby expressly warrants, represents, and agrees that he executes this Agreement with full knowledge of any and all rights with respect to the Agreement. Employee further warrants, represents, and agrees that he has not relied on any representation, omission, promise or statement made by anyone other than those contained in this Agreement. Employee further warrants, represents, and agrees that prior to signing this Agreement he has had sufficient opportunity to discuss this Agreement with a private attorney of his choice.

21. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, including copies, faxes, or electronic versions of the original.

22. This Agreement shall be governed by and interpreted in accordance with the laws of the State of West Virginia.

[THE REMINDER OF THIS PAGE IS INTENTIONAL BLANK.]

IN WITNESS HEREOF, the parties shall consider this Agreement to be effective on the
18th day of November, 2022.


Dated: 11.20., 2022

WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS on behalf of WEST VIRGINIA
UNIVERSITY



E. Gordon Gee, J.D., Ed.D.
President

Dated: Nov 20, 2022, 2022



Shane Lyons (Nov 20, 2022 11:34 EST)
Shane Lyons