

## **EMPLOYEE TRANSITION AGREEMENT**

**THIS EMPLOYEE TRANSITION AGREEMENT** ("Agreement"), dated February \_\_, 2023, 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 Larry Harrison (hereinafter "Harrison" or "Employee") is entered upon as of the date of listed above.

**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 Harrison agree as follows:

1. The terms within this Agreement shall amend and supersede the terms contained with the Employee's Agreement, dated July 1, 2021 (hereafter, "Employment Agreement").
2. Since June 15, 2007, Employee has served as an Associate Head Coach for the WVU Men's Basketball team in Morgantown, West Virginia.
3. Effective as of January 12, 2023, Employee has been terminated from his position as an Associate Head Coach for the WVU Men's Basketball. Beginning on June 30, 2023 Employee will no longer be an employee of the University. If the employee elects to file for unemployment benefits the University will not challenge the application.
4. In accordance with his prior Employment Agreement, Employee shall be paid the reminder of his annualized salary of three hundred thousand eighteen two hundred seventy (\$318,270.00), minus any applicable payroll deductions, through June 30, 2023.
5. Employee will receive a prorated bonus of one-half of any bonus employee would have received if they are earned.
6. University will agree to provide Employee with \$2,500.00 to attend the final 4 coaches conference paid on or before March 5, 2023.

7. In addition to his annualized salary, Employee shall be paid an additional eight months as additional compensation, through the University's payroll system and minus any applicable deductions. This payment shall be made in a one-time payment effective June 30, 2023.

8. 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. Employees must immediately return, if he has not already, the one courtesy automobile he has received through the Department of Intercollegiate Athletics' Wheels Club Driver Agreement. Employee must return this vehicle, along with any keys and other vehicle-related items, to Leslie Nguyen, Associate Athletics Director, by 4:30pm on Tuesday, February 21, 2023. *LDA*

10. Harrison 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.

11. In exchange for the additional compensation obligation described in Paragraph 6 and other good and valuable consideration, Employee knowingly and voluntarily waives, releases and gives up any claim he, as well as his heirs, executors, administrators, successors, assigns and representatives, may have against: (i) the University; (ii) all of the University's affiliated divisions and academic units, subsidiaries, affiliates, liability insurers and related entities including but not limited to its employee benefits plans and trustees, fiduciaries, and administrators of those plans; and (iii) any of the present or past employees, trustees, officers, directors, volunteers, agents, contractors, and each of their predecessors, successors and assigns (in their individual and

representative capacities), of the University or of the University's affiliated divisions and academic units, subsidiaries, affiliates, liability insurers and related entities including but not limited to its employee benefits plans and trustees, fiduciaries, and administrators of those plans (with the entities listed in subparts (i), (ii) and (iii) of this Paragraph 10 collectively referred to as the "Released Parties"), based on any event that has occurred on or before the date when Employee signed this Agreement including all claims Employee has based upon their employment with the University and/or their separation from employment, including but not limited to any claims for salary, bonuses, severance pay, vacation pay or any benefits under the Employee Retirement Income Security Act of 1974, as amended; any claims of sexual or unlawful harassment or discrimination based upon race, color, national origin, ancestry, religion, marital status, sex or gender, sexual orientation, citizenship status, pregnancy, medical condition or disability under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Americans With Disabilities Act of 1990, as amended, Section 1981 of the Civil Rights Act of 1866, as amended, the West Virginia Human Rights Act, as amended, and any other federal, state, or local law prohibiting discrimination in employment; any claims of harassment based upon age or age discrimination under the Age Discrimination in Employment Act, as amended, the West Virginia Human Rights Act, as amended, or under any other federal, state, or local law prohibiting age discrimination; any claims under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, or any other federal or state law prohibiting discrimination or retaliation against veterans or military personnel; any claims under the West Virginia Workers' Compensation Act; the West Virginia Workers' Compensation Act Discriminatory Practices law, as amended; any claims under the Family and Medical Leave Act of 1993, as amended; any claims under the West Virginia Wage Payment and Collection Act, the West Virginia Minimum Wages

and Maximum Hours Law or the Fair Labor Standards Act, as amended; claims of breach of implied or express contract, breach of promise, misrepresentation, negligence, fraud, estoppel, defamation, infliction of emotional distress, violation of public policy, wrongful or constructive discharge, or any other employment-related tort; any claim for costs, fees, or other expenses, including attorneys' fees; any claim or grievance that is, or could be, subject to adjudication by the West Virginia Public Employees Grievance Board; and all claims under any other federal, state, or local law relating to my employment. This includes a waiver of claims that Employee knows about and claims that he/she may not know about. This general release and waiver is intended and shall be construed to release all claims to the fullest extent allowed by law. However, Employee is not waiving, releasing or giving up any claim to enforce this Agreement, any claim for workers' compensation benefits, vested pension or savings plan benefits, or any right to unemployment compensation benefits that Employee may have.

Employee understands that nothing in this Paragraph 10, or this Agreement generally, prevents him/her from subsequently filing a charge (including a challenge to the validity of this Agreement) with the EEOC or other administrative agency or participating in an EEOC or other administrative investigation or proceeding. Employee understands and agrees, however, that s/he is waiving any right to monetary relief, or any other personal relief, as a result of any such proceedings or any subsequent legal action brought by EEOC or other administrative agency, when such relief is awarded based upon any acts, occurrences, or events arising on or before the date of Employee's execution of this Agreement.

12. Neither Employee nor any person, organization or other entity acting on Employee behalf has previously filed any lawsuit or other action asserting any claim that is waived under Paragraph 10. If Employee, or any person, organization or entity on Employee's behalf, file a

lawsuit or administrative claim making any claim waived in this Agreement, Employee gives up Employee's right to any type of monetary award or individual damages in connection with any administrative or court proceeding with respect to Employee's employment with and/or separation of employment from the University, and if Employee is awarded money damages, Employee will assign to the University my right and interest to such money damages.

13. Parties agree that neither will not in any way make or solicit any statements, whether written, verbal or otherwise (including but not limited to digital social media), that are negative or that disparage each other, its executive leadership team, directors, officers or agents, coaches, or any of the other Released Parties, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be detrimental to the good name or business reputation of the University or any of the other Released Parties, including the Employee. This paragraph shall not apply to sworn testimony given under subpoena or otherwise compelled from a party to a civil or criminal action, nor shall it apply to any statements made in response to any investigation by federal, state or local governmental agencies or otherwise limit Employee's rights under Paragraph 10, above.

14. In the event Employee is called upon or ordered to appear as a witness in any civil and/or administrative litigation regarding any matters or actions with which Employee was involved while an employee of the University, Employee agrees that he will cooperate fully with the University in all pending litigation and any future litigation which arises out of matters involving Employee's conduct while an employee, including but not limited to conferring with the University's legal counsel and other representatives, and assisting in the location and preservation of potentially relevant records and other data. In the event Employee is called upon or ordered to appear as a witness in any civil and/or administrative litigation regarding any matters or actions

with which Employee was involved while an employee of the University, Employee will give truthful testimony and otherwise cooperate fully with the University in connection with any such litigation.

15. 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, courtesy automobiles, personnel records, recruiting records, team information, video, statistics or any other material documents, correspondence, or other data furnished to Employee by the University or developed by the Employee, whether directly or by others under his supervision and control, on behalf of the University for the University's use or otherwise in connection with the Employee's employment hereunder remain the sole property of the University. Employee has caused any and all such materials in their possession or control to be delivered to the University by or before close of business on the date of their termination of employment. This provision shall apply equally to written and electronic materials and records. Employee understands that they will be responsible to pay for any lost, damaged, or unreturned University property by or before close of business on the date of his termination of employment.

16. 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 or to otherwise limit Employee's rights under Paragraph 10, above. 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.

17. Employee agrees that, except as may be required by law, Employee will not, directly or indirectly, disclose to anyone outside the University, any confidential or proprietary information regarding the University (including its students, athletes, and employees), including but not limited to confidential or proprietary information, coaching discussions, processes, trade secrets, student lists, business plans, marketing plans and strategies, product development information, product specifications, formulations, techniques, financial information, attorney work product and attorney-client communications, and documents and data prepared in anticipation of or in the course of complaints, charges, investigations, examinations or litigation in which the University is involved ("Confidential Information"). Employee further acknowledges that the Confidential Information is proprietary to the University and has substantial value to the University by reason of being confidential, that the University has taken reasonable actions to preserve the confidentiality of the Confidential Information, that the unauthorized disclosure of any of the Confidential Information to any person or entity will result in immediate and irreparable harm to the University, and that such harm cannot adequately be remedied by an award of monetary damages. In recognition of these facts and in consideration of the continued employment obligation described in Paragraph 6 above, Employee agrees that he/she will not disclose at any time any Confidential Information to any entity without the prior written consent of the University. In the event that Employee receives a subpoena requiring the disclosure of Confidential Information, Employee agrees to notify the University immediately of such subpoena so that the University may take any reasonable and appropriate steps to quash such subpoena. This Paragraph 17 does not limit Employee's rights under Paragraph 10, above.

18. Employee acknowledges and agrees that the University has no obligation, contractual or otherwise, to rehire or reemploy Employee, in the future, either directly or indirectly, on a full-

time, part-time or temporary basis, including but not limited to utilizing Employee's services as a temporary employee, worker, or contractor through any temporary services providers, vendors, or agencies. Employee acknowledges and agrees that the University is free to reject without consideration or without cause any application for employment that Employee may make in the future.

19. By making this Agreement, Employee acknowledges that the University specifically states that it has not violated or abridged any federal, state, or local law or ordinance, or any right or obligation that it may owe or may have owed Employee.

20. This Agreement has been negotiated and executed in the State of West Virginia, and the rights and obligations of the undersigned and the University shall be construed and enforced in accordance with the laws of the State of West Virginia.

21. In conformity with the Older Workers Benefit Protection Act ("OWBPA"), Employee acknowledges and agrees that:

- a. Employee has been advised to consult with an attorney regarding the terms and provisions of this Agreement prior to executing it;
- b. This Agreement is written in a manner calculated to be understood by Employee;
- c. Employee has waived any claim under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq. (the "Act"), except those that may arise after the date of his/her execution of this Agreement;
- d. This Agreement represents Employee's knowing and voluntary waiver and release of any and all claims that Employee might have, including, but not limited to, any claims arising under the Act;



- e. That the consideration Employee will receive in exchange for signing this Agreement, including that specified in Paragraph 6 above, is something of value to which Employee is not already entitled;
- f. Employee has been offered at least twenty-one (21) days to consider the terms of this Agreement and will have seven (7) days following his execution of this Agreement to revoke it by providing a written revocation to Leslie Nguyen, Associate Athletics Director at [Leslie.Nguyen@mail.wvu.edu](mailto:Leslie.Nguyen@mail.wvu.edu) no later than 5:00 p.m. on the seventh calendar day after execution of this Agreement; and
- g. This Agreement will not become effective or enforceable until the seven (7) day revocation period in this Paragraph 20(f) expires. If Employee revokes this Agreement, it will not be effective or enforceable.
- h. Moreover, if Employee revokes this Agreement, he will not be entitled to continue on in his new position through the Limited Term. Rather, Employee will be terminated for convenience under his prior Employment Agreement and will cease to be an employee of WVU one (1) business day following the revocation date of this Agreement.

22. If any provision of this Agreement is held invalid or otherwise unenforceable, including without limitation any provision of Paragraph 10, above, the enforceability of the remaining provisions shall not be impaired thereby, and such remaining provisions shall remain in full force and effect.

23. 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. The Agreement shall not be construed for or against any party, based on that party's role in drafting the Agreement.

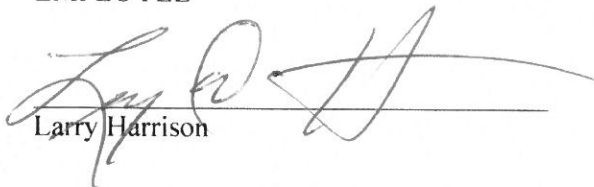
24. Employee hereby expressly warrants, represents, and agrees that he executes this Agreement with full knowledge of any and all rights with respect to the Agreement. Employee further warrants, represents, and agrees that he has not relied on any representation, omission, promise or statement made by 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.

25. 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.

[SIGNATURE PAGE TO FOLLOW]

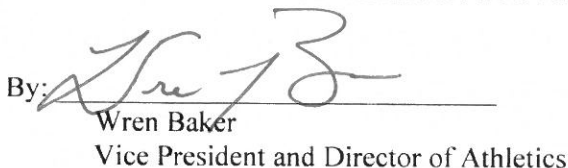
THE UNDERSIGNED STATES THAT HE HAS CAREFULLY READ THE FOREGOING AGREEMENT; THAT S/HE HAS BEEN GIVEN AN OPPORTUNITY TO REVIEW THE AGREEMENT FOR A TWENTY-ONE (21) DAY PERIOD AND HAS BEEN ADVISED TO CONFER WITH LEGAL COUNSEL BEFORE EXECUTING IT; THAT S/HE HAS BEEN FURNISHED WITH THE TOLL FREE NUMBER OF THE WEST VIRGINIA STATE BAR (1-866-989-8227 or 1-866-989-3617); THAT S/HE HAS HAD THE CONTENTS OF THIS AGREEMENT EXPLAINED TO HIM/HER, AND/OR THAT S/HE KNOWS AND UNDERSTANDS THE CONTENTS THEREOF; AND THAT S/HE HAS EXECUTED THE AGREEMENT AS A FREE AND VOLUNTARY ACTION. THE UNDERSIGNED HAS ALSO BEEN EXPRESSLY INFORMED THAT S/HE HAS THE RIGHT TO REVOKE HIS/HER ACCEPTANCE OF THIS AGREEMENT BY NOTICE TO THE UNIVERSITY WITHIN SEVEN (7) DAYS AFTER ITS EXECUTION.

EMPLOYEE

  
Larry Harrison

Date: 2/21/23

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

By:   
Wren Baker  
Vice President and Director of Athletics

Date: 2/21/23