

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“**Agreement**”) is made effective as of the last date signed below (“**Effective Date**”) between Northern Kentucky University (“**University**”), a public institution of higher education and instrumentality of the Commonwealth of Kentucky, and Camryn Volz (“**Employee**”) (each a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, Employee has been employed by University since 2016 as the head coach of its women’s basketball team;

WHEREAS, effective on March 16, 2022, University and Employee agreed to an Athletic Employment Contract (“**Employment Contract**”);

WHEREAS, University and Employee have agreed that Employee’s last day of employment with University will be April 5, 2024 (“**Separation Date**”); and

WHEREAS, the Parties desire a mutually beneficial transition and an amicable resolution of any outstanding matters related to Employee’s employment with University.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Separation. The Parties agree that, effective at the end of the Separation Date, Employee’s employment by University shall end and the Employment Contract shall be deemed terminated by mutual agreement. After the Separation Date, Employee will not be a University employee. The Parties acknowledge that this separation is a mutual decision of both University and Employee. University will pay Employee the salary and other amounts, and provide the benefits, as described in the Employment Contract through the end of the Separation Date. Employee will be entitled to access her retirement benefits and continuation of health insurance in accordance with this Agreement, applicable law, and the University’s policies and plan terms.

2. Consideration. In consideration for the releases herein, University also shall (i) pay Employee the monthly gross amount of \$13,397, less deduction of applicable taxes and withholdings that are required by law and/or authorized by Employee, each month beginning in April 2024 (pro-rated for partial month of April after the Separation Date) through the end of October 31, 2024; and (ii) provide Employee with regular medical, dental, and vision insurance coverage, according to the plan terms then in effect as generally available for University employees, beginning on the day after the Separation Date through the end of October 31, 2024.

Employee’s share of medical, dental, and vision insurance premiums will be deducted from the monthly payments described above.

In addition, on or before November 30, 2024, University shall pay Employee the gross amount of \$160,765, less deduction of applicable taxes and withholdings that are required by law and/or authorized by Employee.

All payments and benefits described in this Section are referred to collectively as the “**Separation Payment**.”

All payments of the Separation Payment will be made by direct deposit.

Employee acknowledges that the Separation Payment, in addition to payment of regular salary and benefits through the Separation Date, includes or is deemed to include all payments and amounts to which Employee is entitled from University, including but not limited to any severance pay, payout of accrued vacation time, expense reimbursements, and any other payments due under University's policies and accrued bonuses, incentives, and any other payments due under the Employment Contract.

Notwithstanding the Separation Payment, Employee acknowledges that her employment at University will terminate effective at the end of the Separation Date, and Employee will not have any professional responsibilities to University and shall not be considered a University employee after the Separation Date. After the Separation Date, University shall have no obligation to make retirement contributions benefitting Employee or pay the car stipend required by the Employment Contract.

3. No Other Payments. Employee agrees that she is not entitled to, and University has no obligation to provide to her, any payments, incentives, bonuses, expense reimbursements, retirement plan contributions, insurance, or other benefits or privileges other than those expressly described in Sections 1 and 2 hereof. Without limiting the foregoing, Employee agrees that University is not obligated to make any payment pursuant to Section 5.04 of the Employment Contract.

University agrees that Employee is not obligated to pay any amounts to University, including but not limited to any payment pursuant to Section 5.05 of the Employment Contract.

4. Return of Property. Employee hereby agrees to return any and all property belonging to University on or before April 8, 2024, including but not limited to office keys, badges, University computers, electronic equipment and other devices; and any other University records, documents, and electronic and hard copy files.

5. Release of Claims by Employee. In exchange for the consideration, promises, and benefits set forth in this Agreement, Employee, for herself and her predecessors and successors in interest, heirs, executors, administrators, assigns, and any and all other legal representatives, upon the Effective Date, does hereby completely and forever RELEASE, WAIVE, AND DISCHARGE Northern Kentucky University and its present and former regents, officers, employees, and agents, in official and individual capacities, as well as their heirs, representatives, assigns, and predecessors and successors in interest (collectively the "**University Releasees**"), of and from any and all claims, suits, complaints, grievances, charges, actions, causes of action, rights, demands, damages, fees, costs, of whatever kind and nature, known and unknown, past and present, which Employee has or may have through the Effective Date. This release includes, but is not limited to, all claims related to Employee's employment and separation from employment, as well as claims arising from any alleged constitutional violations (including but not limited to due process claims), breach of contract, negligence, impairment of economic opportunities, wrongful discharge, defamation, other tort claims, Title IX claims, and discriminatory discharge (including discrimination based on any protected class including but not limited to disability, race, national origin, sex, or religion).

Employee also dismisses and waives all grievances, appeals, or similar proceedings, whether pending or otherwise, to which she is or may be entitled under University policies and the Employment Contract.

This release covers all claims about which Employee knows and may not currently know as of the Effective Date. This release shall not be construed as a release of claims that may arise after the Effective Date.

This release also shall not be construed as a release of claims that may not be released by private agreement under federal or state law. Employee is not barred by this Agreement from initiating or participating in an investigation or proceeding involving University before the Equal Opportunity Employment Commission or similar state agency, although Employee releases any claim to monetary or other individual relief arising from any such investigation or proceeding.

6. Release of Age Discrimination Claims. Employee expressly acknowledges and agrees that by entering into this Agreement, she is releasing any and all rights or claims that she may have arising under the Age Discrimination in Employment Act (“**ADEA**”). Employee represents that she is aware of no fact suggesting that University has discriminated against her on the basis of age. Employee further expressly acknowledges and agrees that:

- a. This Agreement is written in layman’s terms, and Employee understands and comprehends its terms;
- b. Employee has been advised of her right to consult an attorney to review the Agreement and has had the opportunity to have the benefit of an attorney in reviewing and considering the terms of this Agreement and the releases described herein;
- c. Employee does not waive any rights or claims that may arise after the Effective Date;
- d. Under this Agreement, Employee is receiving consideration beyond anything of value to which she is already entitled; and
- e. Employee acknowledges that she has had a reasonable period of time within which to consider this Agreement.

7. ADEA Acknowledgment; Revocation. Employee acknowledges that she was offered a period of time of at least twenty-one (21) days to consider the release of all rights and claims she may have under the ADEA; was notified that she will have a period of at least seven (7) days in which to revoke her release of such ADEA rights and claims by giving written notice to the Vice President and Director of Athletics; and was notified that her release of rights and claims under the ADEA will become effective and enforceable only after the Agreement has been executed by all Parties and this revocation period has expired.

The Parties acknowledge that after the Effective Date, Employee is entitled to revoke only her release of rights and claims under the ADEA during the revocation period described in this Section, and Employee is not entitled to revoke any other release, waiver, or term of this Agreement following the Effective Date. If Employee revokes her ADEA release, then University at its option

may rescind and cancel this Agreement in its entirety by giving written notice to Employee within forty-eight (48) hours after receipt of Employee's written notice. If University does not provide such notice within that time, then this Agreement shall remain in full force and effect except for the release of age discrimination claims and rights under the ADEA.

8. Representations; Covenant Not To Sue. Employee represents that she has not commenced any grievance, claim, charge, or action in state or federal court or through any state or federal agency. Employee agrees not to file, commence, or initiate any grievance, claim, charge, or action in state or federal court or through any state or federal agency related to the claims released by Employee herein, except as to claims that may not be released by private agreement under federal or state law.

9. Release of Claims by University. In exchange for the consideration, promises, and benefits set forth in this Agreement, University does hereby, upon the Effective Date, completely and forever RELEASE, WAIVE, AND DISCHARGE Employee and her predecessors and successors in interest, heirs, executors, administrators, assigns, and any and all other legal representatives as well as their heirs, representatives, assigns, and predecessors and successors in interest, of and from any and all claims, suits, complaints, grievances, charges, actions, causes of action, rights, demands, damages, fees, costs, of whatever kind and nature, known and unknown, past and present, which University has or may have through the Effective Date. This release covers all claims about which University knows and may not currently know as of the Effective Date. This release shall not be construed as a release of claims that may arise after the Effective Date. University agrees not to file, commence, or initiate any grievance, claim, charge, or action in state or federal court or through any state or federal agency related to the claims released by University herein.

10. Athletics Compliance Matters; Cooperation. Employee represents that she knows of no conduct by a University employee or student that is in violation of rules, regulations, policies, or procedures of the National Collegiate Athletics Association or the Horizon League.

At any time, upon reasonable request by University and at University's sole cost and expense, Employee shall cooperate with University in defending University against or in connection with claims, potential or pending litigation, administrative proceedings, external investigations, compliance matters, and similar proceedings arising from or related to activities in which Employee participated while employed by University. Such cooperation may include attending meetings at mutually convenient times and participating in and giving truthful testimony at reasonably scheduled depositions, hearings, and similar proceedings, including any related travel.

Employee agrees that she will not voluntarily assist or cooperate in any way with any party or attorney who is adverse to the University in any private lawsuit, cause of action, or claim.

11. Public Communications. The Parties agree that University will release the statement appearing in Exhibit A, in connection with an initial announcement of the personnel change and/or in response to follow-up inquiries.

12. Non-Disparagement. University, on behalf of its President, vice presidents, and other University employees and other representatives authorized to speak on behalf of the institution within the scope of employment or engagement, agrees not to disparage or make adverse public

statements about Employee, except as may be necessary to defend itself against legal claims and to testify truthfully in any lawsuit or administrative proceeding. Employee acknowledges that as applied to University, this Section applies to the conduct and statements of only the University's President, vice presidents, and other University employees and other representatives authorized to speak on behalf of the institution within the scope of employment or engagement, and only when those individuals are then-employed by the University. Without limiting the foregoing, Employee acknowledges that University's release of records in response to a bona fide open records request does not constitute a violation of this Section.

Employee, on behalf of herself and her authorized representatives, agrees not to disparage or make adverse public statements about University or its President and vice presidents, except as may be necessary to defend herself against legal claims and to testify truthfully in any lawsuit or administrative proceeding.

13. Tax Consequences. Except for legally required withholdings for which University is responsible, Employee accepts full responsibility for payment of any federal, state, local, and other tax, assessment, or penalty that may apply to payments made to her by University as part of the consideration for this Agreement and for any tax consequences and payments associated with the continued insurance provided by University after the Separation Date.

14. No Admission of Liability; Use of Agreement. This Agreement shall not be construed as an admission of liability or fault by any Party. This Agreement shall not be used by either Party against the other, or by Employee against any of the University Releasees, in any proceeding, action, suit, claim, charge, complaint, or cause of action, except as evidence to enforce the terms of this Agreement.

15. Confidentiality of Student Information. Employee acknowledges that during her employment by University, she received and had access to education records and information related to identifiable University students, including records and information pertaining to student academic, enrollment, and other matters protected by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g. Employee agrees not to use or disclose such information for any purpose.

16. Open Records; Release of Claims by Employee. Employee acknowledges that the University is subject to Kentucky's Open Records Act and that records relating to and arising from Employee's employment may be subject to disclosure by University upon request. Accordingly, Employee does hereby completely and forever RELEASE, WAIVE, AND DISCHARGE University and the University Releasees of and from any and all claims, suits, complaints, charges, causes of action, damages, fees, costs, known or unknown, arising solely from the release by University of records in response to bona fide open records requests, including but not limited to the release of records by University after the Effective Date. The release described in this Section does not encompass claims arising from statements made by University in violation of Section 12.

Employee acknowledges that this Agreement is subject to disclosure by University upon request in accordance with the Open Records Act.

17. Response to Lawful Subpoena or Request. If Employee receives a subpoena or other request for information or documents concerning this Agreement, she shall, prior to responding to

such subpoena or request, either directly or through counsel notify the General Counsel of Northern Kentucky University by phone of such subpoena or request, provide the General Counsel with a copy of the subpoena or request, and allow the General Counsel five (5) business days to oppose the subpoena or request.

18. **Voluntary Participation.** Each Party acknowledges that it enters into this Agreement voluntarily, with full knowledge of the contents of this Agreement, and each Party accepts this Agreement as reasonable and fair. Each Party further acknowledges that it is not relying upon any representations, assertions, promises, assumed actions or inactions, or duties of any party not a Party hereto or upon any assumed state of facts in entering into this Agreement. Each Party further acknowledges that it has consulted with, or has had the opportunity to consult with, its respective attorney concerning this Agreement.

19. **Breach of Agreement.** In the event of a material breach of this Agreement, the non-breaching party may pursue any legal action available at law and equity.

20. **Successors.** This Agreement is entered into on behalf of, shall be binding upon, and shall extend to, each Party and to the University Releasees and their respective regents, officers, employees, agents, successors, representatives, assigns, and agents.

21. **No Waiver.** No course of conduct, act, or omission shall be construed as a waiver of any term of this Agreement.

22. **Construction.** This Agreement was prepared jointly by the Parties and in any construction of this Agreement, each Party shall be deemed to have cooperated and jointly drafted the same.

23. **Attorneys' Fees and Costs.** Each Party will bear its own costs, expenses, and attorneys' fees in connection with the negotiation, drafting, and execution of this Agreement.

24. **Severability.** If any term of this Agreement is found to be unenforceable or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided, however, that this Agreement shall be interpreted when possible to reflect the intentions of the Parties as indicated by such stricken term.

25. **No Third Party Beneficiaries.** Except as to the right of any University Releasee to enforce the releases described herein, there are no third party beneficiaries to this Agreement.

26. **Governing Law.** This Agreement and any disputes arising hereunder shall be governed by the laws of the Commonwealth of Kentucky. The Parties irrevocably consent to the exclusive jurisdiction of the Franklin Circuit Court, in the Commonwealth of Kentucky, for all disputes arising out of this Agreement.

27. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. An emailed, faxed, or electronic signature shall be deemed an original signature.

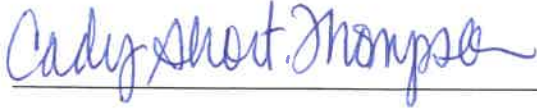
28. **Entire Agreement; Modification.** This Agreement (including the exhibit, which is incorporated herein) contains the entire agreement and understanding of the Parties concerning the

subject matter of this Agreement and supersedes and replaces all prior negotiations and proposed agreements, whether oral or written, including the Employment Contract. This Agreement may not be modified or amended except in writing signed by authorized representatives of both Parties.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives on the dates indicated below.

NORTHERN KENTUCKY UNIVERSITY



Cady Short-Thompson, Ph.D.
President

Date: April 5, 2024

Camryn Volz

Date: April ____, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives on the dates indicated below.

NORTHERN KENTUCKY UNIVERSITY

Cady Short-Thompson, Ph.D.
President

Date: April ____, 2024



Camryn Volz, April 5, 2024 15:28 EDT

Camryn Volz

Date: April **5** ____, 2024

EXHIBIT A

NKU and Camryn Volz have amicably agreed that she will no longer serve as head women's basketball coach. NKU thanks Coach Volz for her eight seasons of service to the program. Coach Volz has been – and still is – appreciated throughout Norse Nation, and we wish Camryn and her family the best in coming years, both on and off the court. NKU will begin a search for the Norse's next head women's basketball coach immediately.

NKU is aware of recent media reports regarding alleged conduct by Coach Volz. Although NKU has determined that Coach Volz did not violate any university employment policies, we have agreed that it is appropriate for a change in leadership of the women's basketball program.