

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

JOHN WILEY & SONS, INC.

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*111 RIVER STREET
HOBOKEN NJ 07030*

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

October 10, 2023

(Date of Report)

(Date of earliest event reported)

JOHN WILEY & SONS, INC.

(Exact name of registrant as specified in its charter)

New York

(State or other jurisdiction of incorporation)

001-11507

.....
(Commission File Number)

111 River Street, Hoboken New

Jersey

.....
(Address of principal executive offices)

Registrant's telephone number,
including area code:

13-5593032

.....
(IRS Employer Identification No.)

07030

.....
(Zip Code)

(201) 748-6000

.....

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions.

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$1.00 per share	WLY	New York Stock Exchange
Class B Common Stock, par value \$1.00 per share	WLYB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers.

On October 10, 2023, John Wiley & Sons, Inc. (the “Company” or “Wiley”) issued a press release announcing the departure of Brian A. Napack from the Company and the appointment of Matthew S. Kissner as interim President and Chief Executive Officer (“CEO”).

Mr. Napack's departure from the Company was without cause and, as such, he will receive severance benefits in accordance with his previously filed Employment Letter dated October 12, 2017. Mr. Napack also resigned as a director of the Company as of October 10, 2023. Mr. Napack's resignation is not the result of any disagreement with the Company on any matter relating to the Company's operations, policies, or practices.

The Company thanks Mr. Napack for his six years of leadership and commitment to Wiley's mission, colleagues and customers. He and Wiley's leadership team led the Company during a period of rapid change and market disruption including the COVID pandemic.

Prior to Mr. Kissner's appointment as Interim President and CEO, he served as a Group Executive at the Company from 2019 through 2021 and provided transition and subsequently consulting services since 2021. Mr. Kissner also was a director of the Company from 2003 to 2021, serving as the first non-Wiley family member as Chairman from 2015 to February 2019 and as interim CEO from May 2017 to December 2017. Mr. Kissner is a former Executive Vice President and Group President of Pitney Bowes and has held leadership positions at Banker's Trust, Citigroup, and Morgan Stanley.

On October 9 2023, the Company entered into an employment agreement with Mr. Kissner, effective October 10, 2023. Under the Employment Agreement, Mr. Kissner will (i) receive an annual base salary of \$900,000; (ii) be eligible to participate in the Company's Executive Annual Incentive Plan, with a target incentive equal to 150% of his base salary; and (iii) be eligible to receive a one-time award under the fiscal year 2024 Executive Long-Term Incentive Plan, with a target long-term incentive equal to 200% of his base salary. His annual incentive will be prorated to reflect any partial fiscal year of employment and payout will be based on individual and company performance, in accordance with the plan. Mr. Kissner will not be eligible for severance under the Executive Severance Plan, or any other Company severance program during his tenure, or upon conclusion of his role as Interim President and Chief Executive Officer. Mr. Kissner also executed an agreement with customary confidentiality, proprietary rights and restrictive covenants. The previously filed Transition and Consulting Agreement, dated June 15, 2021 between Mr. Kissner and the Company was terminated upon the signing of the Employment Agreement.

The foregoing summary of the Employment Agreement is not complete and is qualified in its entirety by reference to the Employment Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On October 10, 2023, the Company issued a press release entitled “Wiley Announces CEO Transition,” a copy of which is furnished as Exhibit 99.1 hereto.

The Company previously announced plans to host an Investor Day on October 12, 2023. As a result of the CEO transition described above, the Company has decided to reschedule its Investor Day to a later date to be determined.

Item 9.01 Financial Statements and Exhibits.

Exhibit No. Description

[10.1 - Employment Agreement, dated as of October 9, 2023, between John Wiley & Sons, Inc. and Matthew Kissner](#)

[99.1 - Press release dated October 10, 2023 "Wiley Announces CEO Transition"](#)

Exhibit 104 Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

JOHN WILEY & SONS, INC.

(Registrant)

By /s/ Christina Van Tassell

Christina Van Tassell

Executive Vice President and
Chief Financial Officer

Dated: October 12, 2023

WILEY

October 9, 2023

Matthew Kissner

Dear Matt,

On behalf of the Board of Directors (the "Board"), I am pleased to confirm our offer of employment with John Wiley & Sons, Inc. (the "Company") as interim President and Chief Executive Officer. Your duties and authority as Interim President and Chief Executive Officer will be prescribed by the Board and will be commensurate with those of a President and Chief Executive Officer of a company of comparable size and a similar business. During your employment as Interim President and Chief Executive Officer, you will report directly to the Board and will devote such time as is necessary to the business of the Company to fulfill the expectations of the Board and agree not to engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Board. While serving as Interim President and CEO you will also, if appointed, serve as a member of the Board for no additional compensation.

Your employment Start Date will be on October 10, 2023. Your base salary will be \$900,000 annually.

You will be eligible to participate in the Executive Annual Incentive Plan, with a target incentive equal to 150% of your base salary. Your annual incentive will be prorated to reflect any partial fiscal year of your employment. Payout will be based on individual and company performance, in accordance with plan provisions.

You will be eligible to receive a one-time award under the FY24 Executive Long-Term Incentive Plan (ELTIP), with a target long-term incentive equal to 200% of your base salary. If the Company removes you as Interim President and CEO for any reason other than for Cause, upon transition to the next President and CEO, your restricted share units will continue to vest and you will continue full participation for your performance share units, with payout based on actual performance for the cycle. All other payout terms and conditions under the fiscal year 2024 are subject to and in accordance with plan provisions.

All compensation is subject to withholding and payroll taxes.

You will be eligible to participate in Wiley's benefits plans in accordance with Company policy.

While we look forward to a mutually beneficial relationship, your employment is "at-will." This offer letter is not a contract and does not guarantee any employment duration, terms, or conditions. You will not be eligible for severance under the Executive Severance Plan, or any other Company severance program during your tenure, or upon conclusion of your role as Interim President and Chief Executive Officer. On the effective date of your transition out of the role of Interim President and Chief Executive Officer and/or your separation date from employment with the Company, you will have automatically resigned your seat on the Board, if one had been appointed.



This offer is contingent upon your execution of the attached Confidentiality and Proprietary Rights Agreements and Restrictive Covenants. By signing this offer letter, you confirm that your employment with Wiley will not breach any agreement you have with any third party and confirm your agreement that acceptance of this offer simultaneously terminates Wiley's Consulting Agreement with The Kissner Group LLC without penalty.

Matt, I know that you will continue to contribute significantly to the success of the Company.

Please sign and return this letter, and the Confidentiality and Proprietary Rights Agreements and Restrictive Covenants document, to me at dmcmahan@wiley.com.

Sincerely,

Acknowledged and Agreed:

/s/ Danielle Mcahan

/s/ Matthew Kissner

10/9/23

Danielle McMahan

Matthew Kissner

Date

EVP and Chief People Officer

Confidentiality and Proprietary Rights Agreements and Restrictive Covenants

As a condition of your employment with John Wiley & Sons, its subsidiaries, affiliates, successors or assigns (together “Wiley” or the “Company”), and in consideration of your employment with the Company and your receipt of the compensation now and hereafter paid to you by the Company, you agree to the following:

Intellectual Property and Rights

You hereby confirm that inventions, trade secrets and other work product produced by you or with your participation during the term of your employment with Wiley, in any form (collectively the “Work Product”) shall be deemed work for hire on behalf of Wiley and you agree that Wiley shall be the sole owner of the Work Product, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to you. If the Work Product, or any portion thereof, is deemed not to be Work for Hire, you hereby irrevocably convey, transfer and assign to Wiley, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Work Product, including without limitation, all of your right, title and interest in the copyrights and patents thereto, free and clear of all liens and other encumbrances. You shall make such applications, sign such papers (including without limitation assignments), take all rightful oaths, and perform all acts as may be reasonably requested, during or after the term of your employment, with respect to evidencing ownership of the Work Product. You shall assist Wiley to obtain any registrations covering Work Product assigned hereunder to Wiley and you hereby irrevocably designate and appoint Wiley and its duly authorized officers and agents as your attorney in fact, to act for and in your behalf and stead, to execute and further the prosecution and issuance of registrations thereon with the same legal force and effect as if executed by you.

You acknowledge that the Company may from time to time create – or commission the creation of- photographs, audio-visual recordings, audio recordings, text materials and/or other works for use in connection with both internal and external Company promotional, recruitment, publicity or teaching materials and/or other Company purposes (collectively, “Company Works”). You hereby grant the Company the worldwide, perpetual, royalty-free right and release to use and/or authorize the use of your name, likeness, image, appearance and/or voice in connection with the Company Works and in any and all media now known or hereafter created including, but not limited to, print, television, radio, film and social media. You also hereby release the Company from all claims of any kind on account of such use, and you hereby waive the right to inspect and approve the use of your name, likeness, and/or voice as they may appear in Company Works.

Protection of Confidential Information

You acknowledge that during the course of employment with Wiley, you may be privy to certain confidential information which may be communicated to you verbally or in writing, relating to Wiley, its information, sales and marketing plans, financials, business plans and information, technology, products, current and potential business partners, customers or other third parties (collectively, “Third Parties”), trade secrets, trade practices, know-how, or other information which is not known to the public, and which may include material developed by you. You acknowledge that all such information is and shall be deemed to be “Confidential Information” belonging to Wiley or Third Parties. You agree to protect such Confidential Information from disclosure with the same degree of care that you normally use to protect your own confidential information, but not less than reasonable care, shall not divulge any such Confidential Information to anyone and shall not make use of the same without prior written consent of Wiley. All Confidential Information is and shall remain the property of Wiley (or the applicable Third Party), and you shall not acquire any rights therein. At the conclusion of your employment by Wiley, you shall promptly return all Wiley materials, including Confidential Information, in your possession and shall not retain any copies of any such material. In addition, both parties agree that this agreement is confidential and that neither of us shall disclose its contents to others without the other’s prior approval.



Business Opportunities

Should your role with Wiley expose you to business opportunities that might be attractive to Wiley as well as to others (including yourself), you agree to give Wiley consideration of any opportunity before you allow others to consider the opportunity.

Non-Compete, Non-Solicitation

During your employment with Wiley, you have and will become familiar with Wiley's trade secrets, information related to the operations, products and services of the Wiley, and with other Confidential Information concerning Wiley, its subsidiaries, affiliates, and companies acquired by Wiley. Therefore, during your employment period and for a period of one year thereafter, you agree that you shall not directly or indirectly own any interest in, manage, control, participate in, consult with, or render services for any Competing Business.

A "Competing Business" is any person or entity that (i) conducts or is planning to conduct a business similar to and/or in competition with any Wiley business unit to which you rendered services during the two year period prior to the date at issue or (ii) creates, develops, distributes, produces, offers for sale or sells a product or service that can be used as a substitute for, or is generally intended to satisfy the same customer needs for, any one or more products or services created, developed, distributed, produced or offered for sale or sold by the Wiley business unit to which you rendered services during the two year period prior to the date at issue. In the event that you have an enterprise role at Wiley, you will be deemed to render services to all Wiley business units.

During your employment and for a period of one year thereafter, you agree that you shall not directly, or indirectly through another entity, (i) induce or attempt to induce any employee of Wiley or any affiliate to leave the employ of Wiley or such affiliate, or in any way interfere with the relationship between Wiley or any affiliate and any employee thereof, (ii) solicit, induce, recruit or hire any person who was an employee of Wiley or any affiliate at any time during your employment with Wiley or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee or other business relation of Wiley or any affiliate to cease doing business with Wiley or such affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor, franchisee or business relation and Wiley or any affiliate (including, without limitation, making any negative statements or communications about Wiley or its affiliates).

You agree that during the term of your employment with Wiley, you will devote full time to the business of Wiley and will not engage in any activity that conflicts with your obligations to Wiley.

Representations

You hereby represent and warrant that: (a) you have the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all their obligations under this Agreement. No consent of any other person or entity is necessary for you to enter into and fully perform this Agreement and you have not done and shall not do any act and have not made and shall not make any grant, assignment or agreement which shall or would likely conflict or interfere with the complete enjoyment of all of Wiley's rights under this Agreement; (b) the material contributed by you, including without limitation, any Work Product, (i) shall not violate or infringe in any way upon the rights of others, including, without limitation, any copyright, patent, trademark or other proprietary right or the right of privacy or publicity, (ii) shall not contain any libelous, obscene or other unlawful matter, and (iii) shall not violate any applicable law.

Modification

It is the intention of the parties to make these restrictive covenants and agreements binding to the fullest extent permitted under existing applicable laws. In the event that any part of any of these restrictive covenants and agreements is determined by a court of law of competent jurisdiction to be overly broad or too long in duration or otherwise objectionable, thereby making the covenants unenforceable, the parties hereto agree, and it is their desire, that such a court shall substitute a reasonable judicial enforceable limitation in place of the offensive part of the covenant, and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form.

General

This document, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. This document may be signed in one or more counterparts, each of which once signed shall be deemed to be an original. All such counterparts together shall constitute one and the same instrument.

Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the employment relationship between the you and the Company, pursuant to which either you or the Company may terminate the employment relationship at any time, with or without cause, with or without notice.

/s/ Danielle McMahan

/s/ Matthew Kissner

10/9/2023

Danielle McMahan

Matthew Kissner

Date

EVP and Chief People Officer



Wiley Announces CEO Transition

- *Brian Napack to depart the Company as President and CEO effective immediately*
- *Former Group Executive and Board Chair, Matthew Kissner, appointed Interim CEO*
- *Wiley to reschedule its planned October 12 Investor Day for a later date to be determined*

October 10, 2023 - Hoboken, NJ – Wiley (NYSE: WLY and WLYB), a global knowledge company and a leader in research, publishing, and knowledge solutions announced today the departure of Brian Napack as President and Chief Executive Officer and the appointment of Matthew Kissner as Interim CEO, effective immediately. Mr. Kissner previously served as Wiley’s Group Executive and Board Chair, as well as Interim CEO from May to December 2017. Wiley will be rescheduling its planned October 12 Investor Day for a later date to be determined.

In June, Mr. Napack and Wiley’s executive leadership announced a value creation plan that includes intensifying focus on Wiley’s strongest and most profitable businesses, divesting non-core assets, and rightsizing and streamlining the Company. Mr. Kissner will leverage his in-depth knowledge of Wiley’s operations and his professional experience to execute this plan and ensure a smooth transition. As previously disclosed, Fiscal 2024 is a transition year for the Company with the benefits of the value creation plan expected to be realized in fiscal year 2025 and 2026.

“A highly experienced C-level executive and Wiley veteran, Matt brings a deep understanding of Wiley’s markets, operations, and people,” said Jesse Wiley, Board Chair. “He is well-positioned to hit the ground running as we advance our plans to materially improve profitability and performance and drive consistent growth in the years to come.”

“I’m confident in the recent portfolio decisions the Company has made and the intensified focus on Wiley’s core businesses,” said Mr. Kissner. “Wiley is in a great position as a market leader in Research with strong competitive moats, including must have journal brands, platforms and audience networks, along with a strong balance sheet and solid cash flow. We have strong confidence in our market and our strategies. I look forward to working closely with the leadership team and Board of Directors to drive execution and ensure a seamless transition.”

Mr. Wiley concluded: “In addition to execution of the value creation plan, a critical goal of the Board of Directors and of Matt will be to develop the next generation of leadership at Wiley. The Board thanks Brian for his six years of contributions and hard work. He and Wiley’s leadership team led the Company during a period of rapid

change and market disruption including the pandemic. As a result, Wiley is now a more focused company poised for great success.”

More information can be found at investors.wiley.com.

About Wiley

Wiley is a knowledge company and a global leader in research, publishing, and knowledge solutions. Dedicated to the creation and application of knowledge, Wiley serves the world's researchers, learners, innovators, and leaders, helping them achieve their goals and solve the world's most important challenges. For more than two centuries, Wiley has been delivering on its timeless mission to unlock human potential. Visit us at [Wiley.com](https://www.wiley.com). Follow us on Facebook, Twitter, LinkedIn and Instagram.

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#Newsroom

Cover

Oct. 10, 2023

Entity Listings [Line Items]

<u>Document Type</u>	8-K
<u>Document Period End Date</u>	Oct. 10, 2023
<u>Entity Registrant Name</u>	JOHN WILEY & SONS, INC.
<u>Entity Incorporation, State or Country Code</u>	NY
<u>Entity File Number</u>	001-11507
<u>Entity Tax Identification Number</u>	13-5593032
<u>Entity Address, State or Province</u>	NJ
<u>Entity Address, City or Town</u>	Hoboken
<u>Entity Address, Address Line One</u>	111 River Street
<u>Entity Address, Postal Zip Code</u>	07030
<u>Local Phone Number</u>	748-6000
<u>City Area Code</u>	201
<u>Written Communications</u>	false
<u>Soliciting Material</u>	false
<u>Pre-commencement Tender Offer</u>	false
<u>Pre-commencement Issuer Tender Offer</u>	false
<u>Entity Emerging Growth Company</u>	false
<u>Amendment Flag</u>	false
<u>Entity Central Index Key</u>	0000107140
<u>Common Class A</u>	

Entity Listings [Line Items]

<u>Title of 12(b) Security</u>	Class A Common Stock, par value \$1.00 per share
<u>Trading Symbol</u>	WLY
<u>Security Exchange Name</u>	NYSE

Common Class B

Entity Listings [Line Items]

<u>Title of 12(b) Security</u>	Class B Common Stock, par value \$1.00 per share
<u>Trading Symbol</u>	WLYB
<u>Security Exchange Name</u>	NYSE


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    }
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  ],
  "lang": [
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  ],
  "role": [
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    }
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    }
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  },
  "lang": {
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        "label": "Entity Registrant Name",
        "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC."
      ]
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      "number": "240",
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