

AGREEMENT

WHEREAS: The parties to this Agreement are R. Michael Parsons and the West Virginia University Board of Governors on behalf of West Virginia University by and through Oliver Luck ("University").

WHEREAS: R. Michael Parsons has, through his attorney Michael Carey, raised various allegations and legal claims against the University and Mr. Luck.

WHEREAS: University denies all such claims past and present made by Mr. Parsons.

WHEREAS: Mr. Parsons and the University, agree that it is in each of their respective best interests to reach a final resolution and settlement of all claims past, present and future made by Mr. Parsons.

WHEREFORE: in consideration of the items set out above, the parties agree to a settlement and release of all claims under the following terms and conditions:

1. (a) Mr. Parsons and University agree that Mr. Parsons' employment with West Virginia University shall cease on June 30, 2014. Mr. Parsons will maintain his current salary and benefits including annual leave and sick leave through June 30, 2014.
(b) Mr. Parsons will receive the longevity pay due to him for employment through June 30, 2014, payable during the regular schedule for payment of longevity pay in July or August 2014. In addition, Mr. Parsons will be eligible for the payment of any accrued but unused annual leave accumulated but unused on June 30, 2014.
(c) Mr. Parsons will receive the following annual incentives should the University's men's basketball team attain any of the following (cumulative): conference regular season title (or share of title) \$1,000.00; conference tournament championship \$1,000.00; NCAA tournament first round appearance \$2,500.00; NCAA tournament regional round appearance \$1,500.00; NCAA Final Four appearance \$1,500.00; NCAA National Championship \$2,500.00; or National Invitation Tournament postseason appearance \$1,000.00.
(d) On or after June 30, 2014, Mr. Parsons will be eligible to use his accrued sick leave to pay 100% of the PEIA medical premiums (three (3) days sick leave = one (1) month family coverage) or as mandated per West Virginia State Code §5-16-13(f).
2. From one day after execution of this Agreement through June 30, 2014, Mr. Parsons will work remotely from West Virginia University facilities and properties on a special assignment or assignments to be provided by Mr. Luck. Mr. Parsons will not work on campus. Mr. Parsons will be permitted to accept compensation for consulting work performed during this time period from entities not associated with University. In the event that Mr. Parsons accepts full-time employment with an entity not associated with University during this time period, he will remain eligible to receive the scheduled salary

from University, as long as he is able to fulfill the requirements of his special assignment/s from Director Luck.

3. University will pay a total of three hundred twenty five thousand dollars (\$325,000.00) to Mr. Parsons as a settlement for all claims of any kind. This will be paid on July 1, 2014.
4. Mr. Parsons will retain the use of his University-supplied motor vehicle through June 30, 2014, under the terms and conditions of the current Department of Intercollegiate Athletics' Wheels Club Driver Agreement and subject to applicable taxes. In addition, Mr. Parsons will retain for business purposes the use of his University-provided laptop computer, iPad and cellular telephone service through June 30, 2014. Mr. Parsons shall also retain access and use of his current University email account until June 30, 2014.
5. Mr. Parsons will also be permitted to travel to at least two (2) athletic- related conferences between now and June 30, 2014, for which he will be reimbursed per regular University and athletic department travel policies and regulations.
6. Mr. Parsons will be provided two (2) West Virginia University football season tickets and one (1) brown lot season parking pass, two (2) West Virginia University men's basketball season tickets and one (1) blue lot season parking pass, and two (2) West Virginia University women's basketball season tickets (lower level); subject to applicable taxes if any. The parking passes are for the 2014/2015 and 2015/2016 seasons only. The tickets will be provided after Mr. Parsons retires from the University on June 30, 2014, pursuant to Athletic Department Policies and Procedures Manual Section 21.18. University will decide the location of the tickets in its discretion.
7. On or before February 1, 2014, University will provide to Mr. Parsons a letter of reference from the University's vice president of human resources which will recognize his service to the University since 1979 and cite that his decision to leave the University is voluntary and not related to performance.
8. Mr. Parsons waives and releases any and all claims, known or unknown, arising on or before the date Mr. Parsons signs this Agreement, that he has or might have against Oliver Luck, the WVU Board of Governors, West Virginia University, its officers, employees, representatives and agents, as well as all of its and their past and present officers, employees, representatives and agents (collectively "Released Parties"). These waived and released claims include but are not limited to: (i) claims that in any way relate to Mr. Parsons' 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 Worker Adjustment and Retraining Notification Act (WARN); the Family and Medical Leave Act (FMLA), and the West Virginia Human Rights Act; (iii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual

obligations, negligence, whistle blower claims and violation of public policy; and (iv) claims for monetary damages, other personal recovery or relief, costs, expenses and attorneys' fees of any kind.

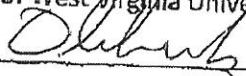
9. Oliver Luck, personally agrees to release Mr. Parsons from any and all past, present, or future claims, demands, obligations, actions, causes of action, damages, costs, expenses and/or compensation of any nature whatsoever, whether based in tort, contract, or other theory of recovery, whether known or unknown, which in any way arises out of Mr. Parsons' employment. Per signature of Mr. Luck, the WVU Board of Governors releases Mr. Parsons from any and all past, present, or future claims, demands, obligations, actions, causes of action, damages, costs, expenses and/or compensation of any nature whatsoever, whether based in tort, contract, or other theory of recovery, whether known or unknown, which in any way arises out of Mr. Parsons' employment, to the extent allowed by law and consistent with fiduciary and other obligations mandated by virtue of being an arm or agency of the State of West Virginia.
10. Mr. Parsons has sought advice of legal counsel and understands that this is a full and final settlement of all legal claims of any kind whatsoever, stemming from, or related in any way, to his employment at West Virginia University or any related entity thereto. Mr. Parsons also understands that any taxes which are a result of payments made by University after June 30, 2014, are his sole responsibility.
11. The University and Mr. Parsons agree to refrain from making any disparaging comments, remarks or communications regarding each other.
12. To the extent allowable by law, the parties will protect the terms and conditions of this Agreement as confidential. In the event that the Agreement does become public, the parties will make no comment about the Agreement.

R. Michael Parsons



date: 1-27-14

West Virginia University Board of Governors
on behalf of West Virginia University by,



date:

1-27-14

Oliver Luck, Director of Athletics