

## AGREEMENT AND RELEASE

This Agreement and Release (hereinafter referred to as "Agreement") by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri on behalf of the University of Missouri (hereinafter referred to as the "University"), and KEITH KIM ANDERSON (hereinafter referred to as "Anderson").

WITNESSETH:

WHEREAS, Anderson has been continuously employed by the University pursuant to that certain Contract for Employment, effective April 30, 2014 (the "Contract for Employment"), and currently holds the position of Head Men's Basketball Coach; and

WHEREAS, the parties are in agreement that their mutual best interest would be served by Anderson stepping down as Head Men's Basketball Coach, effective the day after the last game of the Men's Basketball Team's 2016-2017 post-season, and continuing his employment by the University, acting at the direction of the Director of Intercollegiate Athletics, until April 4, 2017; and

WHEREAS, pursuant to the Contract for Employment, the parties agreed upon liquidated damages in the event of termination of the Contract for Employment without cause; and

WHEREAS, the parties acknowledge that it is to their mutual benefit and interest to set forth the terms and conditions of their understanding in writing; and

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

1. By execution of this Agreement, Anderson does hereby acknowledge his dismissal without cause by the University from the position of Head Men's Basketball Coach, and termination of the Contract for Employment, both effective the day after the last game of the Men's Basketball Team's 2016-2017 post-season.

2. In further consideration of the waivers and covenants made by Anderson herein, and pursuant to the Contract for Employment, the University shall pay Anderson, upon termination of the seven-day period specified in paragraph 15 herein, the following amounts, less applicable withholdings for federal and state income taxes and employment taxes:

- Liquidated damages in the negotiated lump sum amount of Four Hundred And Fifty Thousand Dollars (\$450,000.00); and
- Two Hundred Thousand Dollars (\$200,000.00), for meeting or exceeding the academic accomplishment and social responsibilities established by the Director of Intercollegiate Athletics for 2016-2017; and
- The amount on such date in the annuity fund established under the Contract for Employment.

3. After Anderson ceases to serve as Head Coach on the day after the last game of the Men's Basketball Team's 2016-2017 postseason, he shall continue to be employed by the University until April 4, 2017. During such period, Anderson will report to the Director of Intercollegiate Athletics, Jim Sterk, and his duties will involve working on such matters as may be assigned. In his new position, Anderson's salary shall be the same as the Annual Salary under paragraph 3 of the Contract for Employment, and he shall be entitled to participate in all employee benefits for which he is eligible and which are available to full-time employees of his classification of the University under established University policies. Such employment shall be subject to all rules, regulations and orders of the University's Board of Curators.

4. Anderson acknowledges and agrees that his position will end on April 4, 2017, or earlier as otherwise permitted under this Agreement. Nothing contained in this Agreement and Release is intended, and nothing here shall be construed, to prevent Anderson from seeking or accepting other employment at any time. If Anderson starts other employment prior to April 4, 2017, his employment with the University is immediately terminated. The University acknowledges that Anderson is entitled to payment for his outstanding accrued vacation time upon separation of his employment.

5. Anderson hereby covenants and agrees that in consideration of the terms of this Agreement, he waives, fully releases and forever discharges University, its governing board, all agents, officers, employees, successors and assigns thereof, and any and all other persons, firms and corporations who on its behalf may be liable, of and from any and every claim, demand, and cause of action of whatsoever nature which he now has, or may in the past have had, against any of the above-described released parties, or any of them, including but not limited to any alleged claims of discrimination under the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, the Missouri Human Rights Act, the Americans With Disabilities Act, the Equal Pay Act, 42 U.S.C. §§ 1981, 1983 and 1985, 18 U.S.C. § 1514A, the Family and Medical Leave Act, the Fair Labor Standards Act, and/or Workers' Compensation laws, and also including but not limited to loss of income, loss of future earnings, loss of fringe benefits, loss of any increase in retirement benefits and costs or damages of any and every nature, including attorney's fees, allegedly sustained by or accruing to Anderson in connection with his employment with University or the ending of said employment.

6. Further, Anderson covenants and agrees that he will not file any lawsuit, complaint, appeal, grievance or other action with any entity (including but not limited to any grievance under University rules or policies) in connection with his employment by University or the ending of such employment.

7. None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written Agreement of the parties, and no delay by either party in enforcing any of his or its rights hereunder shall be deemed a waiver of such rights.

8. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings, including, without limitation, the

Contract for Employment, related to the employment of Anderson by University or the ending of such employment.

9. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

10. This Agreement shall be binding upon and inure to the benefits of the parties and their respective successors, legal representatives and assigns.

11. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

12. This Agreement shall be deemed to have been entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed and determined according to the laws of that state. Any action or proceeding relating to this Agreement shall be brought only in the Circuit Court of Boone County, Missouri. Each party consents to the exclusive personal jurisdiction and venue of the Circuit Court of Boone County, Missouri.

13. Anderson hereby acknowledges that he is not relying upon tax advice given by the University or any of its agents, employees or attorneys and further acknowledges that he has been advised to and given an opportunity to consult with an attorney prior to signing this agreement.

14. Anderson specifically acknowledges that he has had adequate time to reflect on the advisability of entering into this Agreement and has entered into this Agreement knowingly and voluntarily.

15. Anderson acknowledges that his waiver of rights under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act (collectively, "the ADEA"), is knowing and voluntary. Anderson also acknowledges that he has been provided at least twenty-one (21) days within which to consider this Agreement and, if he elects to sign said Agreement prior to the expiration of said time period, he has done so knowingly, voluntarily and after opportunity for consultation with his attorney. Anderson acknowledges that 1) after signing this Agreement, he has seven (7) days in which to consider it and, if desired, to revoke his agreement to waive rights or claims under ADEA by immediately giving written notice of such revocation to:

Stephen J. Owens  
General Counsel  
University of Missouri System  
227 University Hall  
Columbia, MO 65211

2) any such revocation shall apply only to claims that may be brought under the ADEA, and 3) his agreement to waive rights or claims under the ADEA shall not become effective or enforceable until the revocation period has expired. In the event of such a revocation by Anderson, the University shall have the option to void this Agreement or to ratify and enforce all other provisions of this Agreement, including but not limited to Anderson's waiver of all other claims as stated in paragraph 5 and covenants stated in paragraph 6.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

By:

Henry C. Foley

Date:

03/06/2017

KEITH KIM ANDERSON

Keith Kim Anderson

Date:

3/6/17