

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, Springfield, Missouri, (“University”) and Beth Cunningham (“Coach Cunningham”) and is effective as of June 1, 2024 (“Effective Date”).

WITNESSETH:

WHEREAS, the University desires to employ Coach Cunningham as Head Coach of its intercollegiate women’s basketball program, and Coach Cunningham desires to serve in the position of Head Women’s Basketball Coach under the terms and conditions set forth herein; and

WHEREAS, as of the Effective Date indicated above, this Agreement hereby terminates, supersedes, and replaces the prior employment agreement between the parties on or about March 31, 2022 (“Prior Agreement”).

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Term of Employment

The University does hereby employ Coach Cunningham for a five-year term commencing on June 1, 2024, and continuing through May 31, 2029 (“Term”) as its Head Women’s Basketball Coach, subject to extension, renewal or termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the conclusion of the 2024-25 intercollegiate women’s basketball season.

a) **New Director of Athletics Appointed Prior to Contract Year 5.** Should University appoint a new Director of Athletics prior to June 1, 2029, the University agrees

to extend the Term of Coach Cunningham's employment through May 31, 2030. In such event, Coach Cunningham's annual salary for June 1, 2029 through May 31, 2030 shall be \$485,000.

2. Duties

During each year that the Agreement is in effect, Coach Cunningham shall be responsible for fulfilling the following duties:

- (a) **Head Women's Basketball Coach.** Coach Cunningham shall serve the University as its Head Women's Basketball Coach, and shall at all times devote her whole time, attention, and energies to the conduct and coaching of the intercollegiate women's basketball program on behalf of the University, and to the administration and management of her coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Women's Basketball Coach at a college or university.
- (b) **Television Show.** During each year of the Agreement, and commencing on the Effective Date, as part of her required duties, Coach Cunningham shall participate in a television show called the "Beth Cunningham Basketball Show" or similar (the "TV Show") to promote the goodwill of the University and publicize its programs. In participating in the TV Show, Coach Cunningham will not engage in conduct that does not well represent the University or the media outlet.
- (c) **Radio Show and Coach's Call-In Show.** During each year of the Agreement, and commencing on the Effective Date, Coach Cunningham shall participate in a radio show with Missouri State University's Sports Radio Network called the "Before

and After Game Show” or similar (the “Radio Show”) to promote the good will of the University and publicize its programs. In participating in the Radio Show, Coach Cunningham will not engage in conduct that does not well represent the University or the media outlet.

- (d) **Other Activities Permitted.** Notwithstanding any other language in the Agreement, including the foregoing provisions in Section 2, Coach Cunningham shall be permitted to conduct summer basketball camps or clinics for her sole benefit as further described herein. In addition, Coach Cunningham shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third-party opportunities so long as such activities are not inconsistent with the Agreement, or NCAA regulations, and with the prior written approval of the Director of Athletics, such approval not to be unreasonably withheld.

3. **Compensation**

During the Term of the Agreement, the University shall pay Coach Cunningham the following compensation:

(a) **Base Salary.**

- i. Contract Year 1. From June 1, 2024 – May 31, 2025 (“Contract Year 1”), University shall pay Coach Cunningham an annual salary of Three Hundred Thousand Eighty-Five Thousand Dollars (\$385,000.00) (approximately \$32,083 per month, base monthly rate, before withholdings) (“Base Salary”).

- ii. Contract Year 2. Effective June 1, 2025, the University shall increase Coach Cunningham's Base Salary to Four Hundred and Five Thousand Dollars (\$405,000).
 - iii. Contract Year 3. Effective June 1, 2026, the University shall increase Coach Cunningham's Base Salary to Four Hundred Twenty-Five Thousand Dollars (\$425,000).
 - iii. Contract Year 4. Effective June 1, 2027, the University shall increase Coach Cunningham's Base Salary to Four Hundred Forty-Five Thousand Dollars (\$445,000).
 - iv. Contract Year 5. Effective June 1, 2028, the University shall increase Coach Cunningham's Base Salary to Four Hundred Sixty-Five Thousand Dollars (\$465,000).
 - v. Across-the-Board Salary Increases. For the duration of the Agreement, Coach Cunningham's Base Salary shall be subject to any and all across-the-board salary increases provided to University's other employees on or after July 1, 2024.
- (b) **Payment Via University's Standard Payroll Procedure.** Coach Cunningham's salary shall be paid in equal sums at such intervals as University has established for its payroll procedure, less applicable taxes and withholdings.
- (c) **Base Salary as Total Guaranteed Compensation.** The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Cunningham in consideration of her: (i) duties as University's Head Women's Basketball Coach, (ii) TV Show duties, as specified in Section 2(b); (iii) Radio

Show duties, as specified in Section 2(c); and (iv) for attending University alumni/fundraising events as requested.

(d) **Eligibility for Incentive Payments.** Coach Cunningham shall be eligible for additional incentive payments as specified in Section 6.

4. Additional Entitlements.

In addition to the compensation described in Section 3, Coach Cunningham shall receive the following entitlements:

(a) **Fringe Benefits and Privileges** The benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, sick leave, workers compensation, Missouri State Employees Retirement System (“MOSERS”), hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Cunningham. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of the Agreement, and that Coach Cunningham is not on tenure-track and is not receiving tenure.

5. Basketball Camp(s)

University acknowledges that it is in the interest of the University to have a women’s basketball camp(s) during the summer. In this regard, Coach Cunningham may conduct annual basketball camp(s), and if so for her own benefit, and the University shall make available University facilities for that purpose, subject to the following provisions as long as the Agreement remains in effect and is not canceled or terminated.

- (a) **University Fee Per Camp Enrollee.** Coach Cunningham agrees to pay the University \$3 per person for each camp enrollee up to a maximum of 1,000 camp enrollees for the summer of 2022 for the rental of Hammons Student Center.
- (b) **Insurance Obligations.** Coach Cunningham agrees to secure commercial general liability insurance to cover the operation of the camp. Such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. Coach Cunningham agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.
- (c) **Mandated Reporter Training.** Coach Cunningham will attend and require her staff to attend any University-required mandated reporter and/or Title IX trainings prior to conducting any women's basketball camps.
- (d) **Use of University's Athletic Facilities.** Coach Cunningham shall be entitled to use the Hammons Student Center courts, including locker rooms, and outdoor courts in conducting basketball camps under this Section 5. Other University facilities (including JQH Arena, the Greenwood Gym, and McDonald Arena) may also be used in conducting basketball camps, subject to scheduling and availability. Coach Cunningham shall work with the University's Director of Athletics to schedule use of these other athletic facilities.
- (e) **Use of University's Housing System.** Coach Cunningham shall be given access to the University's residency housing system for use in conjunction with the

basketball camps, provided that she shall pay the-then current daily rate charged by the University's Department of Residence Life, Housing, and Dining Services for each camp enrollee. The University agrees to provide Coach Cunningham with notice of any increase in residence hall rates for the subsequent year by the preceding December 31.

- (f) **No Guarantee as to Number of Camp Participants.** Coach Cunningham does not guarantee any number of basketball camp participants or enrollees.
- (g) **Registration Fee, Revenue for Basketball Camps.** The registration fee for each enrollee shall be established by Coach Cunningham. Coach Cunningham shall be allowed to retain all revenues and income generated by such camp, less fees referenced above in Sections 5(a) and (e).
- (h) **Use of University Name, Logos in Camp Brochures.** Coach Cunningham may use the University names, logos, and depictions in brochures and similar camp documentation.
- (i) **Audit Right of University.** To the extent necessary to permit the University to ensure compliance with all applicable NCAA rules, Coach Cunningham shall provide all camp records to athletics administrators or other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications, free or discounted admissions, bank statements, expense records, and payroll records.

6. **Other Compensation and Incentives**

- (a) **Achievement Payments.** Coach Cunningham shall be entitled to receive certain payments (before taxes) if the University's women's basketball team (the "Team") performs to certain levels of achievement.
- (i) **Academic Progress Rate ("APR").** Coach Cunningham shall be paid the amount of Five Thousand Dollars (\$5,000.00) for each year the Team's NCAA calculated Academic Progress Rate (APR) meets or exceeds the NCAA APR Multiyear Cut Score.
- (ii) **Annual Team GPA.** Coach Cunningham shall be paid the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for each year the Team's Annual GPA Average is 4.0. Coach Cunningham shall be paid the amount of Five Thousand Dollars (\$5,000.00) for each year the Team's Annual GPA is equal to or greater than 3.5, but lower than 4.0. Coach Cunningham shall be paid the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for each year the Team's Annual GPA is equal to or greater than 3.0, but lower than 3.5.
- (iii) **Conference Placements.** In the event the Team finishes as champions or co-champions in the athletics conference in which University competes, an additional Ten Thousand Dollars (\$10,000.00) will be paid to Coach Cunningham.
- (iv) **Conference Post-Season Tournament.** In the event a post-season conference tournament is held, and the Team is champion of that

tournament, an additional Ten Thousand Dollars (\$10,000.00) will be paid to Coach Cunningham.

(v) **NCAA Women’s Basketball Tournament.** In the event the Team receives an at-large bid to the NCAA post-season tournament, Coach Cunningham will be paid an additional Ten Thousand Dollars (\$10,000.00). Additionally, Coach Cunningham will be paid one of the following: Seven Thousand Five Hundred Dollars (\$7,500.00) if the Team advances to the Round of 32; Fifteen Thousand Dollars (\$15,000.00) if the Team advances to the Sweet Sixteen; Thirty-Five Thousand Dollars (\$35,000.00) if the Team advances to the Elite Eight; Fifty Thousand Dollars (\$50,000.00) if the Team advances to the Final Four; Seventy-Five Thousand Dollars (\$75,000.00) if the Team advances to the Championship Game; or One Hundred Thousand Dollars (\$100,000.00) if the Team wins the National Championship Game.

(vi) **Women’s Basketball Invitational Tournament (“WBIT”).** In the event the Team receives an at-large bid to the WBIT, Coach Cunningham will be paid an additional Five Thousand Dollars (\$5,000.00). Additionally, Coach Cunningham will be paid one of the following: Two Thousand Five Hundred Dollars (\$2,500.00) if the Team advances to the Round of 32; Five Thousand Dollars (\$5,000.00) if the Team advances to the Sweet Sixteen; Seven Thousand Five Hundred Dollars (\$7,500) if the Team advances to the Elite Eight; Ten Thousand Dollars (\$10,000.00) if the Team advances to the Final Four; Fifteen Thousand Dollars (\$15,000.00) if the Team

advances to the Championship Game; or Twenty-Five Thousand Dollars (\$25,000.00) if the Team wins the National Championship Game.

(vii) Coach of the Year Awards. Coach Cunningham shall be paid Ten Thousand Dollars (\$10,000.00) should she be named Coach of the Year by the athletics conference in which University competes. Coach Cunningham shall be paid Twenty-Five Thousand Dollars (\$25,000.00) should she be named the National Coach of the Year by the Women's Basketball Coaches Association, the AP Coach of the Year, the Naismith Coach of the Year, or the USBWA National Coach of the Year. For the avoidance of doubt, in the event that Coach Cunningham is named the National Coach of the Year, she will be entitled to one (1) \$25,000 payment, even if she is so named by multiple outlets.

(viii) Attendance. Coach Cunningham shall be paid one of the following amounts based on average actual attendance as set forth in the Athletics Department attendance system, as indicated below:

- Two Thousand Five Hundred Dollars (\$2,500.00) if the average actual attendance is 4,000 for the basketball season; or
- Five Thousand Dollars (\$5,000.00) if the average actual attendance is 5,000 for the basketball season; or
- Ten Thousand Dollars (\$10,000.00) if the average actual attendance is 6,000 for the basketball season; or
- Fifteen Thousand Dollars (\$15,000.00) if the average actual attendance is 7,000 for the basketball season.

(ix) **Special Bonus Provisions.** Coach Cunningham shall be paid an additional Five Thousand Dollars (\$5,000.00) in the event that the Team wins a game against a team currently ranked in the top 25 by USA Today or the Associated Press. Coach Cunningham shall be paid an additional Ten Thousand Dollars (\$10,000.00) if the Team wins a game against a team currently ranked in the top 10 by USA Today or the Associated Press. For example, if the Team defeats Stanford while Stanford is ranked #5 by the Associated Press, Coach Cunningham will receive an additional \$10,000.

(x) **AP/USA Today Final Poll Ranking.** Coach Cunningham shall be paid one of the following amounts based on the Teams last ranking before the NCAA tournament in either the AP or USA Today published Women's Basketball polls:

- Ten Thousand Dollars (\$10,000) if the Team finishes in the Top 10 in either the AP or USA Today poll; or
- Seven Thousand Five-Hundred Dollars (\$7,500) if the Team finishes in the Top 25 in either the AP or USA Today poll.

For the purpose of clarity and for the avoidance of doubt, the Parties agree that Coach Cunningham will receive only one payment amount regardless of whether the Team is ranked in both polls. In the case of discrepancy between polls, Coach Cunningham would receive the higher amount depending on the two polls (e.g. If the final rankings of the AP Poll had the Team in the fifth spot, and the USA Today Poll had the Team in the eleventh spot, Coach Cunningham would receive \$10,000).

(xi) **Total Season Wins.** Coach Cunningham will receive one of the following amounts depending on the total number of wins by the Team during each contract year:

- Two Thousand Five Hundred Dollars (\$2,500) if the Team wins a total of twenty (20) games; or
- Five Thousand Dollars (\$5,000) if the Team wins a total of twenty-five (25) or more games.

(xii) **Timing of Incentive Payments.** All such achievement payments will be paid to Coach Cunningham within thirty (30) days of the dates earned and shall be paid even if the Agreement is terminated by either party for any reason.

(b) **Club Memberships.** The University will pay periodic dues for Coach Cunningham and her family that will entitle her to a social membership in the Highland Springs Country Club. Golf privileges on a regular basis other than those relating to a social membership are subject to the approval of the management of the Club. The University will also provide membership, including golf and social privileges, at Millwood Country Club. Coach Cunningham agrees to contact designated persons to make necessary arrangements to utilize such memberships.

(c) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach Cunningham while recruiting or on official business for the University's women's basketball or athletics program will be paid/reimbursed to Coach Cunningham, pursuant to University policy. Such expenses must be approved by the University's

Director of Athletics upon presentation of expense vouchers and supporting documents; such approval not to be unreasonably withheld.

- (d) **Use of Automobile.** University shall furnish Coach Cunningham with an automobile, for her business and personal use for the duration of this Agreement. Coach Cunningham shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach Cunningham all insurance and maintenance costs associated with her use of the automobile. If such an automobile is not available, the University will provide Coach Cunningham with an automobile allowance in the amount of \$750.00 per month and shall pay/reimburse Coach Cunningham all insurance and maintenance costs.
- (e) **Tickets.** Coach Cunningham shall be entitled to 12 tickets to each home basketball game and all tournament games at no cost to her for personal use and additional tickets as necessary to assist Coach Cunningham in promoting and enhancing the University women's basketball program. Additional tickets, beyond those contemplated by this Section 6(e), may be provided to Coach Cunningham for basketball games (both regular season and post-season) and other University athletics events, at the discretion of the Director of Athletics.
- (f) **Tax Withholding on Fringe Benefit Programs.** The University will only withhold taxes, FICA and MOSERS retirement benefits if required by law on the fringe benefit programs on all payments made to Coach Cunningham, unless authorized in writing by Coach Cunningham.

- (g) **Family Member Travel.** Coach Cunningham's family (including parents, spouse, and child(ren)) shall be permitted to travel with her and the Team to any and all basketball games and tournaments that the Team competes in. Coach Cunningham shall not be required to pay for such travel expenses; however, in the event that such travel results in additional costs to the University, such costs shall be imputed to Coach Cunningham as taxable income/benefits.

7. Professional and Moral Conduct Required

It is understood Coach Cunningham is being employed by University, which is a member institution of the National Collegiate Athletic Association ("NCAA"), for the purpose of administering, conducting, and coaching the Team. Accordingly, Coach Cunningham agrees she will diligently conduct the women's basketball program under her direction in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- (a) Coach Cunningham will make best efforts to ensure that the Team's student-athletes comport themselves with honesty and sportsmanship at all times.
- (b) Coach Cunningham shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract.
- (c) Coach Cunningham shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest

involving student-athletes that is not certified by the NCAA's Extra Events Committee.

- (d) Except as is ordinarily done by a basketball coach at a university, Coach Cunningham shall not represent a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- (e) Coach Cunningham is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:
- Income from annuities;
 - Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - Country club memberships;
 - Complimentary ticket sales; and
 - Television and radio programs.

Coach Cunningham acknowledges that she has an affirmative obligation to cooperate fully in the NCAA/University infraction process, including the investigation and adjudication of a case of infraction. Furthermore, the Parties recognize that if Coach Cunningham is found in violation of NCAA regulations she may be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA infractions process, including suspension without pay and/or termination of employment under Section 8(b).

8. Termination.

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the term specified above is made, this Agreement shall terminate as of the last day of the term (i.e., May 31, 2029).

(b) **Termination for Incapacity; Cause.** The Agreement may be terminated at any time during the term, by the University, upon the occurrence of any one of the following events:

(i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if Coach Cunningham becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Cunningham staff classification so that she qualifies under the University's long-term disability plan, or if Coach Cunningham becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Cunningham from performing her duties under the Agreement for a period of one hundred eighty (180) consecutive days. In the event termination occurs under this Section due to permanent disability at a time when Coach Cunningham's University disability plan benefits are not sufficient to fund her compensation during the one hundred eighty (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to ensure Coach Cunningham receives her full compensation.

(ii) **For Just Cause.** The term "just cause" is defined as acts by Coach Cunningham constituting or involving dishonesty in interactions with

athletic or University administration, dishonesty when representing the University that brings ill repute to the University, moral turpitude that brings ill repute to the University, conviction of a felony, and major infractions of NCAA rules and regulations, prolonged absence from duty without the consent of the Athletic Director, and willful disregard for the welfare and safety of University's student-athletes which has resulted in serious injury or death. No termination of employment for alleged "just cause" shall occur without first giving Coach Cunningham notice in writing of the cause alleged, and an opportunity to be heard.

(iii) **Effect of Termination for Just Cause.** In the event the University terminates Coach Cunningham's employment, under Section 8(b)(ii) above, Coach Cunningham shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. She will, however, be entitled to all compensation and achievement payments earned through the date of termination.

9. Termination Without Cause by the Parties

(a) **Termination Without Cause by Coach Cunningham.** Coach Cunningham may terminate the Agreement if she gives notice of termination to the Director of Athletics and pays, or causes another party to pay, the Liquidated Damages Amount (as defined and calculated herein) to the University. For purposes of calculating the Liquidated Damages Amount, the Monthly Rate will be set at \$32,083.

i. **Termination On or Before May 31, 2027.** In the event that Coach Cunningham terminates the Agreement on or before May 31, 2027, the Liquidated

Damages Amount is calculated by multiplying the number of months remaining in the Employment Agreement by the Monthly Rate and dividing by two. The resulting quotient is the Liquidated Damages Amount.

ii. Termination On or Before May 31, 2029. In the event that Coach Cunningham terminates the Agreement on or before May 31, 2029, the Liquidated Damages Amount is calculated by multiplying the number of months remaining in the Employment Agreement by the Monthly Rate and dividing by four. The resulting quotient is the Liquidated Damages Amount.

iii. Liquidated Damages Calculation Examples. For example, if Coach Cunningham terminates the Agreement with 48 months remaining, the Liquidated Damages Amount would be Seven Hundred Sixty-Nine Thousand and Ninety-Two Dollars (\$769,992) (i.e., $48 \text{ months} \times \$32,083 = \$1,539,984$; $\$1,539,984 / 2 = \$769,992$). If Coach Cunningham terminates the Agreement with 24 months remaining, the Liquidated Damages Amount would be One Hundred Ninety-Two Thousand Four Hundred and Ninety-Eight Dollars (\$192,498) (i.e., $24 \text{ months} \times \$32,083 = \$769,992$; $769,992 / 4 = \$192,498$).

iv. Termination if Agreement is Extended under Section 1(a). If this Agreement is extended one (1) additional year under Section 1(a) relating to a new Athletic Director, and Coach Cunningham terminates this Agreement on or after June 1, 2029, no liquidated damages will be assessed.

Notwithstanding any language to the contrary, Coach Cunningham may terminate this Agreement without penalty if she leaves collegiate coaching for a minimum of one (1) year as a head Women's Basketball coach at an NCAA Division I

institution. For the avoidance of doubt, Coach Cunningham will not be obligated to pay any Liquidated Damages under this Section 9(a) for early termination without cause if: (i) she leaves collegiate coaching in its entirety for a minimum of one (1) year; (ii) she leaves the University to take an assistant collegiate coaching position for a minimum of one (1) year; (iii) she leaves the University to take a head coaching position at a NCAA Division II or Division III institution; or (iv) she leaves the University to take a head coaching position with a professional basketball team (e.g., WNBA).

The parties acknowledge and agree that the Liquidated Damages Amount contemplated by this Section 9(a) are intended to repay compensation previously received by Coach Cunningham under the premise that she would fulfill the Term of the Agreement and that the Liquidated Damages Amount represents a legitimate, market rate fee to permit another employer to obtain Coach Cunningham's services. Said Liquidated Damages Amount will be paid within thirty (30) days following the effective date of Coach Cunningham termination of this Agreement.

- (b) **Termination Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to terminate the Agreement in any year by notification to Coach Cunningham in writing, on or before May 31 ("Termination Date"). It is understood and agreed that termination does not require just cause or any cause. In the event of termination by University, Coach Cunningham shall receive payment for the number of months remaining on the Agreement after the effective date times the base monthly rate. For example, if the University terminates the Agreement with twenty (20) months remaining, the

liquidated damages for termination shall be Six Hundred Forty-One Thousand Six Hundred Sixty Dollars (\$641,660) (i.e., base monthly pay of \$32,083 X 20 months). Said liquidated sum will be paid within thirty (30) days following the termination date and will be in full and complete satisfaction of all amounts which would be otherwise payable to Coach Cunningham after the termination date. MOSERS retirement will not be paid on the liquidated sum. Social Security (FICA, Medicare tax) only will be paid on said liquidated sum, and standard payroll deductions for Social Security and income tax will be withheld. Coach Cunningham will also be paid on or before the Termination any and all amounts actually earned by Coach Cunningham on or before the Termination Date.

10. Missouri Law

The laws of the State of Missouri shall govern this Agreement, including the Missouri Sunshine Law. Coach Cunningham acknowledges that the Agreement is a public document under the Sunshine Law that University may release without prior notice to her.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and Memorandum of Understanding having been incorporated herein. It may only be amended by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement with effective date as noted above.

**BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**



Clifton M. Smart, III

President

A handwritten signature in black ink, appearing to read "Beth", written over a horizontal line.

Beth Cunningham
Head Women's Basketball Coach