

AGREEMENT AND RELEASE

This Agreement and Release (hereinafter referred to as "Agreement") is 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 System (hereinafter referred to as "University"), and PATRICIA WENTE (hereinafter referred to as "Wente").

WITNESSETH:

WHEREAS, Wente was employed by University as an at-will employee in the position of Director and General Manager of KWMU Radio at the University of Missouri-St. Louis;

WHEREAS, Wente is desirous of resigning from such employment in lieu of being terminated;

WHEREAS, University is willing to forego its right to terminate Wente from her at-will position as Director and General Manager of KWMU Radio and is willing to permit her to resign in consideration for entering into this Agreement; and

WHEREAS, University and Wente are desirous of reducing to writing their understanding and Agreement as to the terms and conditions under which Wente will be permitted to resign.

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, Wente does hereby resign from her employment as Director and General Manager of KWMU Radio, effective June 2, 2008.

2. Wente hereby covenants and agrees that in consideration of the terms of this Agreement, she waives, fully releases and forever discharges the 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 she 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 Wente in connection with her employment with the University or the ending of said employment.

3. Wente covenants and agrees that she will dismiss her existing grievance and that she will not file an internal grievance or a lawsuit related in

any way, directly or indirectly, with her employment with the University or the ending of said employment.

4. Wente covenants and agrees that she will not, at any time in the future, make application, seek employment nor accept employment by the University, either at KWMU Radio or any campus or other unit of the University.

5. Wente covenants and agrees that she will not engage in any conduct or communications which disparage the University, KWMU or anyone employed by or affiliated with the University or KWMU. The University covenants and agrees that President Gary Forsee, Chancellor Thomas George and Robert Samples will not engage in any conduct or communications which disparage Wente. The University further agrees that it will issue a letter in the form attached hereto as Exhibit 1 signed by Chancellor Thomas George.

6. Wente agrees to cooperate with the University in any additional fact finding or review of KWMU Radio or its affiliates. The University agrees to make reasonable efforts to provide Wente with data on KWMU ratings and fundraising during the period of her employment, to assist her in her search for work. However, if the University determines, in its sole judgment, that such requests by Wente are burdensome or disrupt the normal business of the University, the University shall be permitted to decline to provide the requested information.

7. In exchange for a release of any and all rights to any type of payment from the University, whether arising out of Wente's employment or otherwise, and for good and valuable consideration provided by this Agreement, the University will pay Wente a one-time lump sum payment of \$50,000.00, less

applicable withholding, on the tenth (10th) day following her execution of this Agreement as long as it has not been revoked pursuant to paragraph 17. This payment will be made as follows:

- i) a check made payable to "Patricia Wente" in the amount of \$35,000.00 less applicable withholding; and
- ii) a check made payable to "Danna McKitrick, Attorneys at Law" in the amount of \$15,000.00.

8. The University will agree to revoke its termination of Wente immediately from her at-will employment with the University and deem her termination a resignation, and shall conform all University records to reflect this status. Further, when inquiry is made to the University's Human Resources Department about Wente, only the dates of her employment, her last job title and the fact of her resignation will be communicated to anyone making inquiry.

9. After the effective date of her resignation, Wente shall be eligible to continue participation in the fringe benefit plans in which she is enrolled on said effective date, but only to the extent and for the time period required by the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, (COBRA), and should Wente elect to continue her participation in such fringe benefit plans, the entire cost of same shall be borne by her and none of such cost shall be borne by the University.

10. Wente hereby acknowledges that she is not relying upon legal or tax advice given by the University or any of its employees and further

acknowledges that she has been advised to and given an opportunity to consult with an attorney prior to signing this Agreement.

11. 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 her or its rights hereunder shall be deemed a waiver of such rights.

12. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings related to the subject matter hereof.

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

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

15. 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.

16. Wente specifically acknowledges that she has entered into this Agreement knowingly and voluntarily.

17. Wente acknowledges that her 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. Wente also acknowledges that she has been provided at least twenty-one (21) days within which to consider this Agreement and, if she elects to sign said Agreement prior to the expiration of said time period, she has done so knowingly, voluntarily and after opportunity for consultation with her attorney. Wente acknowledges that 1) after signing this Agreement, she has seven (7) days in which to consider it and, if desired, to revoke her 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) her 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 Wente, all other parts of this Agreement shall remain in full force and effect, including but not limited to Wente's resignation, her waiver of all other claims as stated in paragraph 2, and her covenant not to file any internal grievance or lawsuit as stated in paragraph 3.

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 Thomas F. George
Date November 13, 2008

PATRICIA WENTE
Patricia Wente
Date November 11, 2008

RELEASE OF ATTORNEY'S LIENS

The undersigned attorney and law firm do hereby release and waive all claims and liens which she or the firm may have in the above settlement as the attorneys for Wente and do hereby represent that no other attorney has any liens on the consideration paid in the foregoing Agreement and Release.

M. Sedey
Mary Anne Sedey

Sedey Harper, P.C.
By: M. Sedey



Thomas F. George
Chancellor / Professor of Chemistry and Physics
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November 12, 2008

To Whom It May Concern:

Patricia Wentz was employed as the Director and General Manager at KWMU Radio, the public radio station at the University of Missouri – St. Louis, from August 1989 to June 2, 2008 when she resigned. During that time period, the average number of listeners per Quarter Hour at KWMU rose from 4250 (four book average in summer quarter 1989) to 9325 (four book average in spring quarter 2008). The cumulative number of listeners per week at KWMU went from 75,350 (four book average in summer quarter 1989) to 159,800 (four book average in spring quarter 2008).

Membership income rose from \$249,281 in fiscal year 1990 to \$1,958,457.40 for fiscal year 2008, while underwriting income during that same period rose from \$111,819 to \$1,058,736.35. Patty also presided over a significant fundraising campaign for KWMU's new headquarters.

We wish Patty well in her new endeavors.

Sincerely,

A handwritten signature in cursive script that reads 'Thomas F. George'.

Thomas F. George