EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is entered by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, West Plains, Missouri, ("University") and Jason Owens ("Coach") and is effective as of June 1, 2021 ("Effective Date").

WITNESSETH:

WHEREAS, the University desires to employ Coach as Assistant Men's Basketball Coach, and Coach desires to serve in the position of Assistant Men's Basketball Coach under the terms and conditions set forth herein.

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 for a term from June 1, 2021, through June 30, 2022 ("Initial Term") as the Assistant Men's Basketball Coach, subject to renewal or termination, on the terms and conditions hereinafter provided. Notwithstanding any provision of this Agreement to the contrary, this Agreement will expire as of June 30, 2022, without further notice, unless the parties affirmatively agree, in writing, to an extension or modification prior to June 30, 2022.

2. **Duties**

   Coach shall be responsible for fulfilling the following duties:

   (a) **Assistant Men's Basketball Coach.** Coach shall serve the University as its Assistant Men's Basketball Coach, and shall at all times devote his whole time, attention, and energies to the conduct of these various assignments on behalf of the University, and

shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University, the Head Basketball Coach, and his other immediate supervisors shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a University Assistant Men's Basketball Coach. Specific duties as assistant coach shall include, but not be limited to, primary responsibility for student-athlete recruitment and academic development of student athletes.

(b) **Other Activities.** Coach shall assume additional miscellaneous duties in course instruction, and residence hall supervision. Coach may teach one or more university courses during the fall and spring semesters (as academic schedule requires), assist with athletics fundraising, and provide on-call supervision for the campus residence hall.

3. Compensation

As of the Effective Date, the University shall pay Coach the following compensation:

(a) **Base Salary.** On an annual basis, the University shall pay Coach Thirty Eight Thousand, Six Hundred Dollars and Zero Cents ($38,600.00) ("Base Salary"). For the duration of the Agreement, Coach Base Salary shall be subject to any and all across-the-board salary increases provided to University's other employees, including any across-the-board salary increases provided on July 1, 2021.

(b) **Payment Via University's Standard Payroll Procedure.** Coach's salary shall be paid in equal sums at such intervals as the University has established for its payroll procedure, less applicable taxes and withholdings.

(c) **Eligibility for Incentive Payments.** Coach shall be eligible for additional incentive

payments as specified in Section 5.

4. Additional 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. It is agreed that the terms and conditions of the Faculty Handbook will not be regarded as a part of the Agreement and that Coach is not on tenure-track and is not receiving tenure.

(b) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach while recruiting or on official business for the University's athletic program will be paid/reimbursed to Coach, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics or other appropriate supervisors upon presentation of expense vouchers and supporting documents; such approval not to be unreasonably withheld.

(c) **Use of University Vehicles.** Coach expressly warrants and agrees that no university vehicles will be used to transport non-Missouri State students or non-Missouri State employees or for activities not involving Missouri State University. However, guests of the University traveling on official University business may ride as passengers in University vehicles if approved in advance by the Director of Athletics. It must be noted that no guarantee exists that liability coverage will be afforded to any guest in a

university vehicle in the event of an accident.

(d) **Tickets.** Coach shall be entitled to two tickets to each Grizzly Athletics events and all tournament games at no cost to him for personal use.

5. Other Compensation and Incentives

(a) **Achievement Payments.** Coach shall be entitled to receive certain payments (before taxes) during the term of this agreement, if the University Men's Basketball Team (the "Team") performs to certain levels of achievement. It is expressly understood that in no circumstances shall the total amount of achievement payments exceed $4,000.00 annually during this Agreement period.

i. **Category I (NJCAA Region XVI Regular Season).** In the event the team finishes in first or second place in the regular season of NJCAA Region XVI, an amount of $250.00 will be paid.

ii. **Category II (NJCAA Region XVI Post-Season Tournament).**

- In the event the team advances to and participates in the championship game of the NJCAA Region XVI Post-Season Tournament, an amount of $250.00 will be paid.
- In the event the team finishes as champion of the NJCAA Region XVI Post-Season Tournament, an additional amount of $875.00 will be paid.

iii. **Category III (NJCAA District Playoff Tournament).** In the event the team finishes as champion of the NJCAA District Playoff Tournament, or otherwise advances to the NJCAA National Post-Season Tournament, an additional amount of $750.00 will be paid.

iv. **Category IV (NJCAA National Post-Season Tournament).**

- In the event the team wins the first round game of the NJCAA National Post-Season Tournament, an additional amount of $500.00 will be paid.
- The remaining balance of the $4,000.00 maximum amount ($1,625.00) for post-season achievement payments will be divided in equal portions based on the number of possible games remaining. For each remaining victory in the NJCAA National Post-Season Tournament, that portion will be paid.

6. Basketball Camps

The University acknowledges that it is in the interest of the University to have men's basketball camps (including camps in the summer and an annual All-Star game or games in the spring). In this regard, Coach may participate in camps and clinics for his sole benefit and receive compensation therefrom, for camps sponsored by other University employees, and that Coach's duties to the University do not include service or participation in any such camps or clinics. This provision applies no matter when said camps or clinics are scheduled.

7. Professional and Moral Conduct Required

It is understood that Coach is being employed by the University, which is a member institution of the National Junior College Athletic Association ("NJCAA"), for the purpose of administering, conducting, and coaching intercollegiate athletics. Accordingly, Coach agrees he will diligently conduct the athletic department under his direction in such a manner that NJCAA 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 will make best efforts to ensure that the Team's student-athletes always conduct

themselves with honesty and sportsmanship.

(b) Coach 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 athletic talent or the negotiating of a contract.

(c) Coach will make best efforts to ensure that staff members of the University, or others serving on the Association's committees or acting as consultants, shall not, directly or by implication, use the Association's name or their affiliation with the Association in the endorsement of products or services.

(d) Coach shall not represent, directly or indirectly, a student-athlete in the marketing of athletic 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 further agrees that he may be suspended for a period of time, without pay, or that his employment may be terminated, notwithstanding any other provisions of this agreement, if he is found by the NJCAA to be involved in violation of NJCAA regulations.

(f) Accepting the role of a coach assumes the highest level of academic and athletic integrity, professionalism, responsibility and respect for the game, athletes, officials, administrators and the college community. The NJCAA has outlined the expectations in the "NJCAA Position Statement on Coaching and Athletic Administrator Ethics" which can be found in the NJCAA Handbook. In addition to and in conjunction with the NJCAA position, Coach will:

- Follow all rules, policies and procedures promoted by the college, conference, region and national association;
- Serve the student-athletes as a positive role model and mentor;
- Develop and train each student-athlete to reach each of their athletic, academic, character and leadership potential;
- Be accountable and take responsibility for the actions of self, athletes and staff with respect to promoting good sportsmanship and respect for the game; and
- My signature below indicates my commitment to coaching excellence, and Coach agrees to follow the ideals as outlined in this Agreement.

Failure to maintain these provisions shall constitute material breach of this agreement.

8. Extension

On or before April 1 during each year of this agreement, the University's Director of Athletics, in conjunction with the University Chancellor, will conduct a performance review and evaluation of Coach and shall give Coach notice in writing stating whether it is willing to modify the agreement. Not later than thirty (30) calendar days following receipt of such notice, Coach shall respond by stating his acceptance or rejection, or his proposed modification of the salary offer extended by the University. If agreement upon the terms of such modification is reached, a new agreement document codifying the terms agreed upon shall be executed by the parties. Such agreement must be approved by the Board of Governors.

9. Termination

(a) The Employee Handbook for Administrators, Professional and Support Staff Employees

is incorporated herein by reference, and the personnel policies stated therein shall be applicable to the terms of this agreement, specifically including but without limitation the provisions in Section 3.16 "Separation From Employment" and Section 9.0 "Employee Conduct."

(b) 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.

(c) In the event the University terminates Coach's employment, under subparagraph (b) above, Coach shall not be entitled to any further salary or benefits following the date of such termination, unless otherwise agreed to in writing by the University.

10. Cancellation

Coach may cancel this Agreement without penalty by giving written notice of cancellation on or after April 1 in the year of cancellation (final Agreement year); however, and notwithstanding any other provision of the Agreement, if Coach cancels this Agreement before April 1 in the year of cancellation, Coach shall pay as damages to the University the liquidated sum of $5,000.00. (The April 1 date is calculated as one month after the end of the principal competitive season for men's basketball.) The parties agree that actual damages in the case of such cancellation are difficult, if not impossible, to determine. Such liquidated sum shall be paid within one hundred eighty (180) days of notice of cancellation and, if not paid in such time, will increase by one hundred ($100.00) dollars per day until paid.

11. Missouri Law

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

12. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates indicated below:

Coach

Jason Owens
Assistant Coach Men's Basketball

5-24-21
Date

Missouri State University-West Plains

Dr. Dennis Lancaster
Chancellor

6/2/2021
Date