

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is entered by and between the Board of Governors of Missouri State University ("University") and Steven McRoberts ("Coach McRoberts") and is effective as of December 16, 2021 ("Effective Date").

WHEREAS, the parties executed an Employment Agreement effective February 3, 2020 ("Agreement"), under which Coach McRoberts is currently employed as the Head Coach of the University's intercollegiate volleyball team; and

WHEREAS, pursuant to Section 1 of the Agreement, Coach McRoberts was employed for a five (5) year term running from February 3, 2020 through February 2, 2025, and the parties desire to amend the Agreement in order to extend the term for an additional three (3) years (i.e., through February 2, 2028).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the University and Coach McRoberts agree to amend the Agreement as set forth herein:

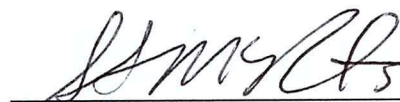
1. Section 1(a), Term of Employment, is hereby stricken in its entirety and replaced with the following:

(a) **Initial Term.** The University does hereby employ Coach McRoberts as Head Volleyball Coach of its intercollegiate volleyball team ("Team") for an initial term commencing on February 3, 2020, and continuing through February 2, 2028 ("Initial Term"), subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement. Each year within the Initial Term, and each year within any renewal term thereafter, will be referred to as a "Contract Year."

2. Except as expressly provided herein, all original terms and conditions of the Agreement, as amended, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date indicated above.

COACH McROBERTS



Steven McRoberts
Head Volleyball Coach

**THE BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**



Clifton M. Smart, III
President

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY (“University”) and STEVEN MCROBERTS (“Coach McRoberts”) and is effective as of February 3, 2020 (“Effective Date”).

WHEREAS, the University desires to employ Coach McRoberts as the head coach of the University’s intercollegiate women’s volleyball program (“Head Volleyball Coach”), and Coach McRoberts desires to accept the position as Head Volleyball Coach, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutual covenants and agreements of the parties hereto, the parties agree to the following terms and conditions:

1. Term of Employment

(a) **Initial Term.** The University does hereby employ Coach McRoberts as Head Volleyball Coach of its intercollegiate volleyball team (“Team”) for an initial term commencing on February 3, 2020, and continuing through February 2, 2025 (“Initial Term”), subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement. Each year within the Initial Term, and each year within any renewal term thereafter, will be referred to as a “Contract Year.”

(b) **Automatic Extension.** The initial term of this Agreement shall be automatically extended an additional one (1) year for each season that the team wins the Missouri Valley Conference tournament or wins the Missouri Valley Conference Regular season, or as may be

mutually agreed to by the parties.

2. Duties

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

(a) Head Volleyball Coach. Coach McRoberts shall serve the University as its Head Volleyball Coach, and shall at all times devote his whole time, attention, and energies to the conduct and coaching of the Team on behalf of the University, and to the administration and management of his coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University, or his designee, shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Volleyball Coach at a college or university.

(b) Other Activities Permitted. Notwithstanding any other language in the Agreement, Coach McRoberts shall be permitted to conduct summer volleyball camps or clinics for his sole benefit as further described herein. In addition, Coach McRoberts 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 Employment Contract, or NCAA regulations, and with the prior written approval of the Director of Athletics, which approval shall not be unreasonably withheld.

3. Compensation

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

(a) Base Salary. On an annual basis, the University shall pay Coach McRoberts One Hundred Ten Thousand Dollars (\$110,000) ("Base Salary"), which translates to a gross monthly salary of Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$9166.66)

("Monthly Adjusted Base Salary"). Subject Section 7, for the duration of the Agreement, Coach McRobert's Base Salary shall be subject to any and all across-the-board salary increases provided to University's other employees.

(b) Payment Via University's Standard Payroll Procedure. Coach McRoberts' 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) Base Salary as Total Guaranteed Compensation. The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach McRoberts in consideration of his duties as the University's Head Volleyball Coach and employment with the University.

(d) Eligibility for Incentive Payments. Coach McRoberts 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 McRoberts shall receive all 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 afforded to Coach McRoberts. 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 McRoberts is not on tenure-track and is not receiving tenure.

(a) Moving Expenses. The University agrees to reimburse Coach McRoberts for any and all documented expenses associated with Coach McRobert's relocation to Springfield,

Missouri from Oxford, Mississippi, including but not limited to storage, packing, unpacking and moving expenses/fees.

(b) Temporary Housing. The University agrees to provide Coach McRoberts and his household with temporary housing for up to three (3) months, upon his relocation to Springfield, Missouri. The University shall be responsible for making the temporary housing arrangements on Coach McRoberts behalf.

5. Volleyball Camp(s)

University acknowledges that it is in the interest of the University to have a volleyball camp(s) during the summer. In this regard, Coach McRoberts may conduct annual volleyball camp(s), and if so for his 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) Insurance Obligations. Coach McRoberts agrees to secure commercial general liability insurance to cover the operation of the camp. Except as contemplated by Section 5(f) below, 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 McRoberts agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.

(b) Mandated Reporter Training. Coach McRoberts will attend and require his staff to attend any University-required mandated reporter and/or Title IX trainings prior to conducting any volleyball camps.

(c) **Use of University's Athletic Facilities.** Coach McRoberts shall be entitled to use the Hammons Student Center, including the courts and locker rooms, in conducting volleyball camps under this Section 5. Other University athletic facilities may also be used in conducting volleyball camps, subject to scheduling and availability of these other athletics facilities. Coach McRoberts shall work with the University's Director of Athletics, or his designee to schedule use of these other athletic facilities.

(d) **Use of University's Housing System.** Coach McRoberts shall be given access to the University's residency housing system for use in conjunction with the volleyball camps, provided that he shall pay the then current daily summer rate charges per person for housing (including linens) in the summer.

(e) **No Guarantee as to Number of Camp Participants.** Coach McRoberts does not guarantee any number of volleyball camp participants or enrollees.

(f) **Registration Fee, Revenue for Volleyball Camps.** The registration fee for each enrollee shall be established by Coach McRoberts. Coach McRoberts shall be allowed to retain all revenues and income generated by such camp.

(g) **Use of University Name, Logs in Camp Brochures.** Coach McRoberts may use the University names, logos, and depictions in brochures and similar camp documentation.

(h) **Audit Right of University.** To the extent necessary to ensure compliance with all applicable NCAA rules, Coach McRoberts 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 Expenses**

(a) Achievement Payments. Subject to Section 7, Coach McRoberts shall be entitled to receive certain payments (before taxes) if the Team performs to certain levels of achievement, in consideration of the additional effort and contributions of Coach McRoberts in obtaining such achievements.

(i) Academic Progress Rate (“APR”). Coach McRoberts shall be paid the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for each year that the Team’s NCAA calculated APR meets or exceeds the NCAA APR Multiyear Cut Score.

(ii) MVC Conference Championship. In the event that the Team finishes a season as champion of the Missouri Valley Conference (“MVC”) (or any other conference in which University’s Team becomes a member), an additional Three Thousand Dollars (\$3,000.00) will be paid to Coach McRoberts.

(iii) MVC Conference Co-Championship. In the event that the Team finishes a season as co-champion in the MVC (or any other conference in which University’s Team becomes a member), an additional Two Thousand Dollars (\$2,000.00) will be paid to Coach McRoberts.

(iv) MVC Post-Season Tournament Championship. In any season that the Team wins the MVC’s post-season tournament championship (or the post-season tournament championship of any other conference in which University’s Team becomes a member), an additional Two Thousand Dollars (\$2,000.00) will be paid to Coach McRoberts.

(v) NCAA Posts-Season Championship Tournament. In any season that the Team competes in the NCAA volleyball post-season championship tournament, an additional Two Thousand Dollars (\$2,000.00) per match played by the Team will be paid to Coach McRoberts.

(vi) MVC Coach of the Year. In any season that Coach McRoberts is named the MVC Coach of the Year by the MVC coaches or the MVC media, he will receive an additional Two

Thousand Five Hundred Dollars (\$2,500.00).

(vii) Season Ticket Sales. In any single season that 250 or more volleyball season tickets are sold, an additional Five Hundred Dollars (\$500.00) will be paid to Coach McRoberts.

(viii) Timing of Incentive Payments. All such achievement payments will be paid to Coach McRoberts 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) Expense Allowance. All necessary and reasonable expenses incurred by Coach McRoberts while recruiting or on official business for the University's volleyball a program will be paid to Coach McRoberts, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents, and such approval shall not to be unreasonably withheld.

(c) Use of Automobile. Coach McRoberts shall be furnished with an automobile, pursuant to a lease agreement with the University, for his business and personal use as long as the University and/or the Missouri State University Foundation receives such a vehicle via a trade-out with an automobile dealer in relation to a membership in The Bears Fund. The terms of the lease agreement shall control the use, maintenance, and insurance applicable to such automobile.

(d) Club Memberships. The University will pay periodic dues for Coach McRoberts and his family which will entitle him to one (1) membership, golf and social, to Millwood Country Club. Coach McRoberts agrees to contact designated persons to make necessary arrangements to utilize such memberships.

7. Professional and Moral Conduct Required

It is understood that Coach McRoberts is being employed by the University, a member institution of the NCAA, for the purpose of administering conducting, and coaching the Team. Coach

McRoberts acknowledges and understands that NCAA Bylaw 11.1.1 imposes a presumption of head coach accountability for impermissible acts related to the Team that are committed by those who report to the head coach. Accordingly, Coach McRoberts agrees that he will diligently conduct the Team under his direction in such a manner that NCAA regulations and code of conduct, whether now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

(a) Coach McRoberts will make best efforts to ensure that the Team's student-athletes comport themselves with honesty and sportsmanship at all times.

(b) Coach McRoberts 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 McRoberts shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events Committee.

(d) Except as is ordinarily done by a volleyball coach at a university, Coach McRoberts 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 McRoberts 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.

(f) Coach McRoberts is responsible for overseeing and managing the annual budget allocated for the Team in order to ensure both fiscal responsibility and that Team expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Coach McRoberts nor any assistant coaches for the University's intercollegiate volleyball team (including any strength and conditioning coaches) will be eligible to receive any achievement payments contemplated by Section 6(a) for the applicable athletic season, and their salaries will be subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Coach McRoberts agrees that, notwithstanding any other provision of this Agreement, he may be subject to disciplinary action up to and including termination in the event that Team expenditures exceed the allocated program budget.

8. Termination.

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Initial Term is made, this Employment Contract shall terminate as of the last day of the Initial Term.

(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 McRoberts becomes totally disabled within the meaning of the University's disability insurance for employees of Coach McRoberts' staff classification so that he qualifies under the University's long-term disability plan, or if Coach McRoberts becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach McRoberts from performing his 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 McRoberts University disability plan benefits are not sufficient to fund his 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 insure Coach McRoberts receives his full compensation.

(ii) For just cause. The term "just cause" is defined as acts by Coach McRoberts constituting or involving dishonesty, moral turpitude, conviction of a felony, Level 1 or 2 infractions of NCAA rules and regulations that occur during the Initial Term or any renewal term, prolonged absence from duty without the consent of the Athletic Director, and/or 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 McRoberts 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 McRoberts employment, under Section 8(b) (ii) above, Coach McRoberts shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. He will, however, be entitled to all compensation and achievement payments earned through the date of termination.

9. Termination Without Cause.

(a) Termination Without Cause by Coach McRoberts. Coach McRoberts may Terminate this Agreement if he 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. Subject to Section 9(d) below, the Liquidated Damages Amount will be calculated by multiplying the remaining months of the Agreement by Two Thousand Five Hundred Dollars (\$2,500.00), it being agreed by the parties that such liquidated sum shall be appropriate as damages to the University in the case of such cancellation or breach of contract by Coach McRoberts, actual damages being difficult to determine. Said Liquidated Damages Amount shall be paid within thirty (30) days following the notice of termination by Coach McRoberts. Such liquidated sum shall be a full and complete settlement of all amounts due University as a result of said termination of the Agreement by Coach McRoberts.

(b) Termination Without Cause by University. Notwithstanding any provision of this Agreement to the contrary, University may also elect to terminate this Agreement in any Contract Year by notification to Coach McRoberts in writing, at the end of any contract year by notification to Coach McRoberts in writing, on or before February 2 (“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 McRoberts shall receive, subject to Section 9(d), payment for the number of months remaining on the Agreement times Two Thousand Five Hundred dollars (\$2,500), it being agreed by the parties that such liquidated sum shall be appropriate as damages to Coach McRoberts in the case of such cancellation by University, actual damages being difficult to determine. Said liquidated sum shall be paid within thirty (30) days following the Termination Date. In the event of cancellation by the University, such liquidated sum will be accepted by Coach McRoberts as a full and complete settlement of all amounts would otherwise be payable to him

after the Termination Date. MOSERS retirement will not be paid on the Liquidated Damages Amount. However, standard payroll deductions for social security and income tax shall be withheld. Coach McRoberts will also be paid on or before the Termination Date any and all amounts actually earned by Coach McRoberts on or before the Termination Date. Nothing herein shall be construed as limiting University's ability and right to terminate the Agreement for cause according to the terms of Section 10. The parties remain free to negotiate, by agreement, any other settlement amount or liquidated sum in the event of termination or alleged breach of this Agreement by either party, although they are not required to do so.

(c) Limitation of Liquidated Damages Payments. Should either Coach McRoberts or University exercise their right to terminate this Agreement as set forth in Section 10(a) or 10(b), the Liquidated Damage Amount due the other party shall be based on the number of months remaining on the Agreement, up to a maximum of twenty-four (24) months in the case of payment by the University and up to a maximum of twelve (12) months in the case of payment by Coach McRoberts.

(d) Relief of Duties Upon Cancellation or Termination. Upon notification that employment will be terminated or that the Agreement will not be extended beyond its terms, Coach McRoberts may be relieved by the Director of Athletics from some or all additional duties, and if so Coach McRoberts shall utilize all available accrued vacation prior to the termination date.

10. Missouri Law

This Agreement shall be interpreted and construed in a manner consistent with the laws of the State of Missouri, including, without limitation, the Missouri Sunshine Law, as set forth in Mo. Rev. Stat. § 610.010, *et. seq.* Coach McRoberts acknowledges that the Agreement is a public document under the Missouri Sunshine Law, which the University may release without prior notice to him.


11. Entire Agreement

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

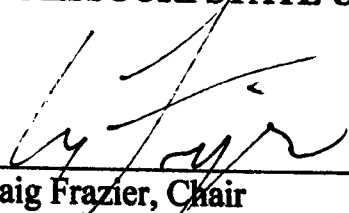
IN WITNESS WHEREOF, the parties have executed this Agreement is effective as of the Effective Date first indicated above.

COACH MCROBERTS

**BOARD OF GOVERNORS
OF MISSOURI STATE UNIVERSITY**



Steven McRoberts
Head Coach, Volleyball



Craig Frazier, Chair