

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is entered by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, West Plains, Missouri, ("University") and Jared Phay ("Coach") and is effective as of July 1, 2025 ("Effective Date").

WITNESSETH:

WHEREAS, the University desires to employ Coach as Head Coach of the intercollegiate Basketball team at the West Plains campus ("Team") and Coach desires to serve in the position of Head Coach of the Team 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 as Head Coach of the Team for a twelve (12)-month term commencing on July 1, 2025, and continuing through June 30, 2026 ("Term") subject to extension, renewal, cancellation, or termination, on the terms and conditions hereinafter provided.

2. Duties

During the Term, Coach shall be responsible for fulfilling the following duties:

- (a) **Head Basketball Coach.** Coach shall serve well and faithfully the University in his total assignment, yet in regard to the position of assignment relating to athletics and as Head Coach in the sport of Basketball, he 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, 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 head coach in the sport of Basketball.

- (b) **Other Activities.** Notwithstanding the foregoing provisions, Coach shall be permitted to conduct camps, clubs, or clinics (collectively, “camp(s)”) for his sole benefit as further described herein, camp activities other than any University related camp, accept promotional endorsements and contracts (provided that such endorsements and contracts do not compete with the products or services offered by University’s sponsors or imply an endorsement on the part of the University), including but not limited to athletics sportswear, speaking engagements and commercials for his sole benefit not inconsistent with this Employment Agreement and NJCAA regulations and subject to University approval. Similarly, Coach shall not permit his likeness, or any phrase identified with his to be used in a manner that is detrimental to the rights of University’s multi-media rights holder or in competition with any of University’s existing sponsors.

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 Sixty-Six Thousand, One Hundred and Fifty-One Dollars and Zero Cents (\$66,151.00) (“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 effective on or after July 1, 2026.

- (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) **Tickets.** Coach shall be entitled to up to four (4) tickets to each Grizzly Athletics events for personal use and additional tickets as necessary to assist Coach in promoting and

enhancing the University's Basketball program. Coach acknowledges that receipt of personal use tickets may be reported as personal income subject to applicable taxes.

- (d) **Membership to the West Plains Civic Center Pool and Fitness Center.** Coach shall be entitled to a family membership to the West Plains Civic Pool and Fitness Center.

Coach acknowledges that this membership may be reported as personal income subject to applicable taxes.

- (e) **Use of the West Plains Country Club.** When available, Coach shall be entitled to use of the athletic corporate membership to the West Plains County Club.

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 Team performs to certain levels of achievement. It is expressly understood that in no circumstances shall the total amount of achievement payments exceed \$8,000.00 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 \$500.00 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 \$500.00 will be paid.
- In the event the team finishes as champion of the NJCAA Region XVI Post-Season Tournament, an additional amount of \$1,750.00 will be paid.

- iii. **Category III (NJCAA District Playoff Tournament).**

- In the event the team advances to championship match of the NJCAA District Playoff Tournament, \$500 will be paid.
- 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 \$1,000.00 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 \$1,000.00 will be paid.
- The remaining balance of the \$8,000.00 maximum amount (\$2,750.00) 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. Camps, Clubs, or Clinics

The University acknowledges that it is in the interest of the University to have Basketball camps, clubs, or clinics (collectively, “camp(s)”). In this regard, 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) University Fee Per Camp Enrollee.** Coach agrees to pay the University the prevailing per person rate of one dollar (\$1.00) for each camp enrollee up to a maximum of 1,000 camp enrollees. External facility rental fees and other camp-related costs are at the expense of Coach. The University agrees to provide Coach, upon his

request, with notice of any expected increase in the prevailing rate by the preceding by December 31 prior to the fiscal year the increase will be effective.

- (b) **Insurance Obligations.** Coach 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 on the part of University. Coach 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 will attend and require his staff to attend any University-required mandated reporter trainings prior to conducting any Basketball camps.
- (d) **Use of University's Athletic Facilities.** Coach shall be entitled to use University-owned or leased facilities in conducting Basketball camps, subject to scheduling and availability. Coach 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 shall be given access to the University's residency housing system for use in conjunction with the Basketball camps, provided that he shall pay the then-current daily rate charged by the campus Department of Residence Life and Dining Services for each camp enrollee. The University agrees to

provide Coach, upon his request, 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 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. Coach shall be allowed to retain all revenues and income generated by such camp, less fees referenced above in Sections 6(a) and (e).
- (h) **Use of University Name, Logos in Camp Brochures.** Coach may use the University names, logos, and depictions in camp brochures and similar camp, club, or clinic documentation.
- (i) **Audit Right of University.** As it is the responsibility of the University to ensure that it is meeting NJCAA rules and compliance responsibilities concerning sports camps, Coach 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.

7. Professional 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 comport themselves with honesty and sportsmanship at all times.
- (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;
- My signature below indicates my commitment to coaching excellence, and Coach agrees to follow the ideals as outlined in this Agreement;
- Coach may be required to provide a written detailed account annually to the Chancellor for all athletically related income and benefits from sources outside of the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the University's policy related to outside income and benefits applicable to all full-time employees. Sources of such income shall include, but are not limited to, the following:
 - Income from annuities;
 - Sports camps, clinics, and clubs;
 - Housing benefits (including preferential arrangements)
- Failure to maintain these provisions shall constitute material breach of this agreement.

Coach acknowledges that he has an affirmative obligation to cooperate fully in the NJCAA/University

infraction process, including the investigation and adjudication of a case of infraction. Furthermore, the Parties recognize that if Coach is found in violation of NJCAA regulations he may be subject to disciplinary or corrective actions as set forth in the provision of the NJCAA infractions process, including suspension without pay and/or termination of employment under Section 9(b).

8. Extension

Within thirty (30) days following the completion of the principal Basketball season, 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) **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, June 30, 2026.

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

- (i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if Coach becomes totally disabled within the meaning of the University's disability insurance for employees of Coach's staff classification

so that he qualifies under the University's long-term disability plan, or if Coach becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach 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's 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 ensure Coach receives the full compensation.

- (ii) **For Just Cause.** The term "just cause" will be defined consistent with Missouri law. Just cause may include, but is not limited to, a material breach of this Agreement, misconduct, conduct that the University reasonably determines is unbecoming to a head coach and reflects poorly on the University, conduct that causes embarrassment to the University, dishonesty, gross negligence, insubordination, criminal charges being brought against Coach, dishonesty in interactions with athletic or University administration, dishonesty when representing the University that brings ill repute to the University, major infractions of NJCAA rules and regulations, 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 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’s employment, under Section 8(b)(ii) above, Coach 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. Cancellation.

- (a) **Cancellation Without Cause by Coach.** Coach may cancel this Agreement without penalty by giving written notice of cancellation within thirty (30) days following the completion of the principal Basketball season; however, and notwithstanding any other provision of the Agreement, if Coach cancels this Agreement outside of that window, Coach shall pay as damages to the University the liquidated sum of five thousand (\$5,000.00) dollars. 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) dollars per day until paid.
- (b) **Cancellation Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to cancel this Agreement by notification to Coach in writing, on or before June 1, 2026. It is understood and agreed that cancellation does not require just cause or any cause. In the event of cancellation by University, Coach shall receive payment

for the number of months remaining on the Agreement after the effective date times the base monthly rate by payment. Retirement benefits will not be paid on the liquidation sum. Applicable taxes will be withheld.

10. 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.

11. 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.

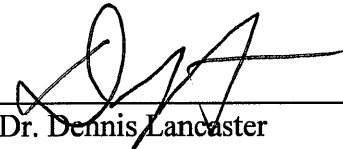
IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates indicated below:

Coach



Jared Phay
Head Basketball Coach

Missouri State University-West Plains



Dr. Dennis Lancaster
Chancellor

06/04/2025

Date

6-30-25

Date