EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is entered by and between the Board of Governors of **MISSOURI STATE UNIVERITY**, West Plains, Missouri ("University") and Donald Long ("Coach") and is effective as of April 18, 2022 ("Effective Date").

WITNESSETH:

WHEREAS, the University desires to employee Coach as Head Coach for its Women's Softball program, and Coach desires to serve in the position of Head Coach of the Women's Softball program 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 April 18, 2022, through June 30, 2023 ("Term") as the Head Women's Softball Coach, subject to renewal 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 Women's Softball Coach.** Coach shall serve the University as its Head Women's Softball Coach, and shall at all times devote his whole time, attention, and energies to the conduct and coaching of intercollegiate Women's Softball 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 shall from time-to-time direct, which are of a nature

customarily and properly belonging to the duties of a University Head Women's Softball Coach.

(b) **Other Activities.** Softball Coaches will be expected to maintain the Team's designated softball field sufficient for competition and practice. Such conditions must be consistent with the custom and usage of NJCAA Division II Region 16 softball.

3. **Compensation**

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

(a) **Base Salary.** During the Term of the Agreement the University shall pay Coach a yearly Base Salary of Forty-Five Thousand Dollars ($45,000.00).

(b) **Payment Via University's Standard Payroll Procedure**. Coach's salary shall be paid on a basis 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 full-time staff employees, such as, but not limited to, workers compensation, Missouri State Employees Retirement System (MOSERS), 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 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 personal cost and additional tickets as necessary to assist Coach in promoting and enhancing the University Softball's program.

(e) **Coach's Show**. Coach shall be permitted to contract independently with and receive compensation directly from a radio station approved by the University for purposes of participating in a "Coach's Show." In participating in the Radio Show, Coach will not engage in conduct that does not well represent the University or the media outlet.

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 Women's Softball 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 $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. Softball Camps

The University acknowledges that it is in the interest of the University to have women's softball camps during the summer. In this regard, Coach may conduct annual softball camps during the term of this agreement and, if he does so for his own benefit, the University shall make available both University facilities and contracted 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 one dollar ($1.00) per paid enrollee or one hundred dollars ($100.00), whichever is the lesser sum, for the use of the contracted softball facility.

(b) **Insurance Obligations.** Coach agrees to secure commercial general liability insurance to cover the operation of the camp. Such insurance shall be in minimum liability limits of 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 additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. 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 all staff to attend any University-required mandated reporter and/or Title IX training prior to conducting any softball camps.

(d) **Use of University's Housing System.** Coach shall be given access to the University's residence housing system for use in conjunction with softball camps, provided that he shall pay the then current daily rate charged by the University's Department of Residence Life for each camp enrollee. The University agrees to provide Coach with notice of any increase in residence hall rates for the subsequent year.

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

(f) **Registration Fee, Revenue for Softball Camps.** The 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 (d).

(g) **Use of University Name, Logos in Camps Promotion.** Coach may use the University names, logos, and depictions on brochures and similar camp documentation. University funding and/or University personnel may be used for any required reconfiguration of playing surfaces for permitted camps.

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 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; 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. **Non-Functional Personnel.** Non-functional or otherwise unauthorized personnel shall not occupy seating or space either on or adjacent to the team bench during competitions.

9. **Extension.** 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.

10. **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, 2023).

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

i. **For just cause.** The term "just cause" is defined as acts by Coach 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 NJCAA rules and regulations as determined by NJCAA, prolonged absence from duty without consent of the Athletic Director, and willful disregard for the welfare and safety of University 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.

ii. **Effect of Termination for Just Cause**. In the event the University terminates Coach's employment, under Section 10(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. Coach will, however, be entitled to all compensation and achievement payments earned through the date of termination.

11. Cancellation

(a) **Cancellation without Cause by Coach.** Coach may cancel this Agreement without penalty by giving written notice of cancellation on or after January 1 in the year of cancellation.

(b) **Cancellation Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to cancel this Agreement, for any or not reason, by notification to Coach in writing, on or before April 1 each year of the Term.

12. 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.

13. 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

Donald Long

Donald Long
Head Coach Women's Softball

4-13-22

Date

The Board of Governors of
Missouri State University-West Plains

Dennis Lancaster
Chancellor

4/13/22

Date