

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is entered by and between the Board of Governors of MISSOURI STATE UNIVERSITY, West Plains, Missouri, ("University"), and Matthew Hughes ("Coach") and is effective as of June 1, 2024 ("Effective Date").

WITNESSETH:

WHEREAS, the University desires to employ Coach as Head Rodeo Coach, and Coach desires to serve in the position of Head Rodeo 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, 2024, through June 30, 2025, as the Head Rodeo Coach, subject to termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2024-2025 rodeo season.

2. Duties

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

- (a) **Head Rodeo Coach**. Coach shall serve the University as its Head Rodeo Coach, and shall at all times devote his whole time, attention, and energies to the conduct and coaching of intercollegiate rodeo 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 Rodeo Coach.

(b) **Other Activities.** Coach shall assist academic advisors to student-athletes in the Grizzly Rodeo program and assist with athletics fundraising. Notwithstanding the foregoing provisions, he shall be permitted to conduct summer rodeo camps or clinics for his sole benefit as further described herein.

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 Thousand Dollars and Zero Cents (\$60,000.00) ("Base Salary"). For the duration of the Agreement, Coach Base Salary shall not be eligible for any and all across-the-board salary increases provided to University's other employees during the term of this Agreement.
- (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 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 for personal use and additional tickets as necessary to assist Coach in promoting and enhancing the University's Rodeo program. Coach acknowledges that receipt of tickets may be reported as personal income subject to applicable taxes.
- (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 Rodeo 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 - NIRA National Qualifier:**

- For each student/athlete that qualifies for the College National Finals Rodeo the coach will receive \$500 not to exceed \$5,000.

ii. **Category II - NIRA National Tournament:**

- For each Team that qualifies for the College National Finals Rodeo coach will receive \$1,500 per team.

6. Rodeo Clinics

The University acknowledges that it is in the interest of the University to have Rodeo Clinics. In this regard, Coach may conduct annual Rodeo Clinics 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 rodeo 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 (\$500,000.00) per person, and Two Million Dollars (\$2,000,000.00) 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 rodeo 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 rodeo 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 Rodeo 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

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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 NIRA, 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 NIRA regulations and codes of conduct, now existing or hereinafter enacted, require. Additionally, Coach agrees to comply with the following conduct:

- (a) Coach will make best efforts to ensure that the Team's student-athletes conduct 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 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.
- (d) 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 NIRA to be involved in violation of NIRA regulations.
- (e) 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 NIRA has outlined the expectations in the "NIRA

Rulebook” which can be found on the NIRA website. In addition to and in conjunction with the NIRA 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; and
- 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 NIRA/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 NIRA regulations he may be subject to disciplinary or corrective actions as set forth in the provision of the NIRA infractions process, including suspension without pay and/or termination of employment under Section 10(b).

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

On or before April 1, 2025, 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.** This Agreement shall terminate as of the last day of the term (June 30, 2025). The parties may negotiate a new agreement beyond this termination date if the parties would like to continue Coach's employment.

(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. **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 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 his full compensation.

- ii. **For Just Cause.** The term "just cause" is defined consistent with applicable Missouri law. For "just cause" may include, but is not limited to, misconduct, conduct that causes embarrassment to the University, moral turpitude, dishonesty, gross negligence, insubordination, violation of University policies, conviction of a felony, major infractions of NIRA rules and regulations as determined by NIRA, prolonged absence from duty without consent of the Athletic Director, and willful disregard for the welfare and safety of University student-athletes. 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 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 June 15, 2025, however, and notwithstanding any other provision of the Agreement, if Coach cancels this Agreement before June 15, 2025, Coach shall pay as damages to the University the liquidated sum of \$10,000.00. 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 dollars (\$100.00) 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 May 1, 2025. 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.

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

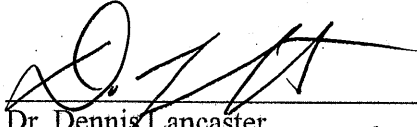
This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and Letters of Employment having been incorporated herein. It may only be amended in writing signed by the parties.

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

Coach

Missouri State University-West Plains


Matthew Hughes
Head Rodeo Coach


Dr. Dennis Lancaster
Chancellor

Date

Date

4-24-2024

5/13/24