

HEAD VOLLEYBALL COACH EMPLOYMENT CONTRACT

This Agreement is made between Winston-Salem State University, a constituent institution of the University of North Carolina, located at 601 Martin Luther King Jr Drive, Winston-Salem, North Carolina, 27110, (hereinafter "Institution") and Douglas Hunter (hereinafter "Coach").

RECITALS

- A. Institution needs the services of a head volleyball coach to coach Institution's Volleyball Team; and
- B. Coach represents that he meets Institution's qualifications for the position and is available for employment in this capacity by Institution.

TERMS

In consideration of the mutual covenants, promises and conditions in this Agreement, Institution and Coach agree as follows:

1.0 Employment

- 1.1 Subject to the conditions stated in this Agreement, Institution employs Coach as Head Coach of the Volleyball Team at Institution, and Coach agrees to and accepts the terms and conditions for employment outlined in this Agreement.
- 1.2 Coach shall work under the immediate supervision of the Athletic Director and shall confer with the Athletic Director on all matters requiring administrative and technical decisions. Coach shall be under the general supervision of the Chancellor. If a problem between the Coach and the Athletic Director cannot otherwise be resolved, they may confer with the Chancellor.
- 1.3 The position of Coach is classified as an EPA Non-Faculty position at Institution. As an EPA Non-Faculty Employee, Coach shall be entitled to receive all employee-related benefits that are normally available to other twelve-month EPA Non-Faculty Employees. Coach's employment is subject to the Employment Policies for EPA Non-Faculty Employees of WSSU, as adopted by the Board of Trustees and as revised from time to time (the "Policies") which may be accessed and printed from the internet at <http://www.wssu.edu/nr/rdonlyres/vault/OOLA/policies/EPANon-faculty20Jun2008.pdf> or obtained from the Office of Legal Affairs or the Department of Human Resources.

Coach acknowledges that benefits or classifications provided by Institution are subject to change from time to time by the North Carolina Legislature or Institution.

1.4 Coach shall assist the management and supervision of the Volleyball Team and perform such other duties in the intercollegiate athletic program of Institution as may be assigned. Institution reserves the right to reassign Coach to duties other than as Head Coach of the Volleyball Team, while retaining the salary and benefits stated herein.

2.0 Term

2.1 This is a fixed term appointment for a term of twelve (12) months commencing on July 1, 2009, and terminating on June 30, 2010, without further notice to Coach, subject to the policies and procedures of Institution and the conditions stated herein.

2.2 This Agreement is renewable solely upon an offer from Institution and acceptance by Coach, both of which must be in writing signed by the parties. This employment in no way grants Coach a claim to tenure in employment or any years of employment attributable to tenure within Institution.

3.0 Compensation

3.1 In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, Institution promises to provide Coach an annual salary of forty-three thousand dollars (\$43,000.00) effective July 1, 2009, payable in equal monthly installments on the last day of each calendar month. This salary is based on a twelve-month employment period.

3.2 Compensation does not include any deferred compensation.

3.3 State general funds and tuition may be used only for any instructional portion of Coach's salary. No instructional duties apply to this Contract.

4.0 Coach's Duties

In consideration of the annual salary and other benefits, Coach promises and agrees to:

4.1 Foster the educational goals and mission of the Institution by assisting in the maintenance of an athletic program of integrity to graduate student athletes in a manner consistent with or surpassing the rate of the general student body.

4.2 Devote full time, attention, and energy to the duties of Head Coach as required herein to promote the Institution's athletic program.

- 4.3 Avoid any business or professional activities or pursuits that would prevent Coach from devoting full time to the performance of the duties under this Agreement or that would embarrass Institution or detract in any manner from the duties outlined herein.
- 4.4 Supervise and assure that student trainers and other employees for whom Coach is administratively responsible comply with all policies, rules, and regulations and immediately advise the Athletic Director if Coach has reasonable cause to believe violations have occurred, are occurring, or will likely occur.
- 4.5 Assist in the development of programs and procedures with respect to the evaluation, recruitment, training, and coaching of student athletes to compete successfully while assuring the welfare of student athletes.
- 4.6 Observe and uphold all academic standards, requirements, and policies of Institution.
- 4.7 Encourage student athletes to perform to their highest academic potential, obtain the highest grades possible, and graduate.
- 4.8 Foster the educational goals and mission of the Institution by recruiting and retaining only academically qualified student athletes, operating a program to enhance the educational requirements and needs of the student athlete, and maintaining a program to assure the student athletes make progress in a defined academic program.
- 4.9 Comply with the Federal Educational Rights and Privacy Act (FERPA) and all Institution's confidentiality policies and protocol regarding the limited release of student records and information.
- 4.10 Adhere to all rules, regulations, and policies of the Institution, NCAA, MEAC, and the University Of North Carolina Board Of Governors that are incorporated by reference herein as presently written and duly revised.
- 4.11 Submit to the Athletic Director a comprehensive written report evaluating the Volleyball Team Program and any coaches or student assistants under Coach's supervision within sixty (60) days after the last game or meet of each season.

5.0 Termination for Just Cause/Disciplinary Actions

- 5.1 Institution has the right to terminate this Agreement for just cause, in which case, prior to termination but subject to the NCAA provisions concerning suspension, Coach shall be given notice and an opportunity to be heard. In addition to its normally understood meaning in employment contracts, the term "just cause" shall be understood to include, but not be limited to, all of the following:

- 5.1.1 A significant or repetitive violation of the duties set forth in this Agreement or refusal or unwillingness to perform in good faith and to the best of Coach's abilities such duties involving the usual and customary coaching activities as well as recruiting, assisting duly authorized alumni, booster club and Institution Development Foundation activities, and cooperating with the news media;
- 5.1.2 A significant or repetitive violation of any law, regulation, rule, constitutional provision or bylaw of the Institution, the MEAC, or the NCAA, which may, in the sole judgment of Institution, reflect adversely upon Institution or its athletic program. This includes any serious violation that could result in Institution being placed on probation or being severely punished by the MEAC or the NCAA. Pursuant to NCAA Bylaw 11.2.1, if Coach is found in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment;
- 5.1.3 Conviction of a criminal act that constitutes a felony, fraud, or moral turpitude.
- 5.2 In the event of termination for cause, Institution's sole obligation to Coach shall be payment of compensation stated herein earned through the date of such termination.

6.0 Termination Upon Death or Disability

- 6.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically on the date Coach dies or becomes totally or permanently disabled (as defined by Institution).
- 6.2 In the event of death, Coach's salary and all other benefits shall terminate as of the end of the calendar month of death.
- 6.3 Institution defines disability as inability, in the sole judgment of the Chancellor and Athletic Director, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) consecutive days or ninety days (90) within a period of one hundred fifty (150) days because of medical illness or incapacity. Upon notice of termination following the 90 day or 150 day period, Coach shall be entitled to receive payment of salary then accrued and any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through Institution.

7.0 Termination Without Cause

In the event that Coach's appointment is cancelled without cause prior to expiration of the prescribed term, the Institution's liability shall be limited to the balance of the salary that would have been earned had Coach remained employed for the full term of the appointment less any salary actually earned by Coach in other employment. Termination without Cause shall be governed by the Employment Policies for EPA Non-Faculty Employees of WSSU.

8.0 Termination by Coach Without Cause

Coach represents to have special, exceptional, and unique knowledge, skill, and ability as a coach. The Institution's special need for continuity in its athletics program and the future development of coaching experience at the Institution will render Coach's services unique. Coach recognizes that the loss of Coach's services to Institution without Institution approval and release prior to the expiration of the term of this Agreement or any renewal thereof would cause an inherent loss to Institution that cannot be estimated with certainty or fairly or adequately compensated by money damages.

9.0 Termination by Mutual Agreement

This Agreement may be terminated at any time upon mutual agreement of the parties.

10.0 Outside Employment

Coach agrees and specifically promises to provide notification in writing to the Athletic Director should Coach seek coaching opportunities at any institution of Higher Education within the MEAC, any sport's teams participating in any professional league or conference within the United States, or elsewhere requiring performance of duties prior to the expiration date of the term of this agreement or any extension hereof.

11.0 Outside Activities

11.1 Any and all outside activities must be conducted in strict accordance with the Institution's Board of Trustees Policy on External Professional Activities for Pay and with NCAA Bylaw 11.3 and its subparts. Before engaging in any such activity, which includes the promise, offer, or grant of any endorsement or participation in or sponsorship of camps, Coach must file a Notice of Intent as required by the relevant policies and bylaws and receive prior written permission from both the Athletic Director and the Chancellor.

- 11.2 Coach agrees to conduct any and all outside activities carefully so as not to interfere with the full, satisfactory and ethical performance of Coach's official duties as an employee of the Institution and official representative of the Athletic Department.
- 11.3 Coach agrees to file an annual report to the Athletic Director and Chancellor thirty (30) days before the end of the contractual period detailing all income and benefits to Coach or Coach's family members from athletic-oriented sources outside the Institution. Such sources and types of income include but are not limited to:
 - 11.3.1 Income from annuities, trusts, mutual funds, insurance policies, investments and sports camps;
 - 11.3.2 Housing benefits (including any discounts or preferred housing arrangements);
 - 11.3.3 Country club or other memberships, admissions or privileges;
 - 11.3.4 Complimentary tickets, admissions, transportation, fares, meals, or lodging;
 - 11.3.5 Television and radio programming, commercial endorsements or consultation contracts (such as athletic shoes, apparel or equipment manufacturers or their agents);
 - 11.3.6 Gifts, loans, and the use of vehicles or allowances of any type.
 - 11.3.7 All other athletically related income from whatever outside source.
- 11.4 Coach agrees to comply with all MEAC, NCAA, Institution, University of North Carolina, State, and Federal requirements with respect to the promise, receipt, or acceptance of any monies, benefits, or gratuities from any person, corporation, booster club, alumni association or group, or other benefactor.

12.0 Copyright

Coach understands and will reinforce the copyright principle that the Institution retains full and complete ownership and control of its name, logo, insignia, and the names, logo and insignia of its athletic team and programs in connection with an endorsement of any commercial activity, including the endorsement of products or services related to sports, athletic shoes, apparel, and equipment.

13.0 Relationship Between the Parties

The relationship between Coach and Institution shall be determined solely by the terms and conditions of this Agreement.

14.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of North Carolina, the courts of which shall be the forum for any lawsuits arising from or incident to this Agreement.

15.0 Severability

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

16.0 Impossibility

Institution may cancel this Agreement at any time upon thirty (30) days' notice without further obligation due to a determination of a lack of funds or a decision to discontinue the program made in accordance with Institutional or UNC General Administration policies and procedures.

17.0 Institution Records

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Coach by Institution or developed by Coach on behalf of Institution or at Institution's direction or for Institution's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of Institution. If Institution requests access or the return of such materials at any time during, at, or after the termination of Coach's employment, Coach shall immediately deliver same to Institution.

18.0 Contract as Public Record

Upon execution of this Agreement, this document becomes a public record subject to disclosure under North Carolina's Public Records Law.

19.0 Notices

Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and hand delivered personally to Coach or sent by registered or certified mail to Coach's residence, or to the Office of the Chancellor in the case of the Institution.

20.0 Entire Agreement; Modification

This Agreement contains all the terms between the parties and may be amended only in writing signed by all parties. This agreement supersedes all prior letters of appointments and agreements between the parties.

21.0 Effective Date

This agreement becomes effective when signed by the Chancellor and the Chair of the Institution's Board of Trustees.

SIGNATURE PAGE FOLLOWS

SIGNATURE

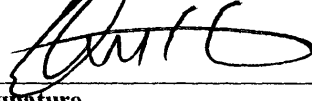
To indicate your acceptance of this Agreement, please sign where indicated, date and return within ten (10) calendar days of receipt to the Director of Athletics.

WINSTON-SALEM STATE UNIVERSITY

DOUGLAS HUNTER



Donald Julian Reaves, PhD
Chancellor



Signature

6-19-09

Date

DOUGLAS HUNTER

Printed name



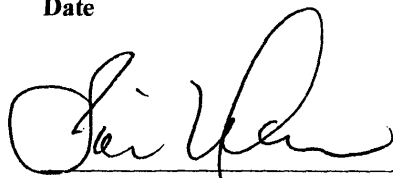
WSSU Board of Trustees Chair

6-17-09

Date

6/19/09

Date



Director of Athletics

6/16/09

Date

APPROVED AS TO FORM:

Ivey Brown 6/16/09

Office of Legal Affairs