



UNC WILMINGTON

**NAME:** Amy L. Bambenek

**SUBJECT:** Appointment Letter for EPA Professional Non-Faculty

**EMPLOYMENT BEGIN DATE:** March 2, 2009

**DEPT:** Athletics

**APPOINTMENT TYPE:** 11 Month EPA (August through June)

**TITLE:** Head Coach - Volleyball

**POSITION #:** 8052

**FRS:** 3-73210

**SALARY:** \$49,000

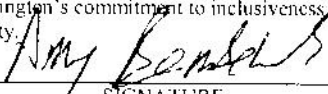
**VACATION:** 2 Days/Mo.

**SICK:** 1 Day/Mo.

My signature below indicates that I accept employment with UNC Wilmington as outlined above -- subject to the following terms and conditions of employment:

- I understand that EPA (Exempt from Personnel Act) appointments are governed by the Board of Governors of the University of North Carolina as codified in UNC Administrative Policy 300.2.1, incorporated herein by reference. I have been provided access to a copy of the Administrative Policy online at <http://intranet.northcarolina.edu/docs/legal/policymanual/300.2.1.pdf> and understand the provisions related to my employment. And, I agree to the Special Terms and Conditions of Employment for Head Coach attached to this letter.
- I understand that I am subject to University of North Carolina policy 03-230 Conflict of Interest or Commitment, available on the Internet at <http://www.uncw.edu/policies/03-230-conflictofinterestorcommitment.htm>.
- I understand that as a condition of employment, I agree to abide by all policies, regulations and procedures of UNC Wilmington and the UNC System, as revised from time to time.
- I understand that UNC Wilmington EPA appointments are "at will" meaning, that my appointment is subject to continuation or discontinuation at any time at the discretion of the Chancellor, on the recommendation of the division Vice Chancellor, as well as subject to the continuing availability of funds.
- I understand that should a decision be made to discontinue my appointment I will be entitled to timely notice of discontinuation or the payment of severance pay in calendar days as follows: during the initial 12 months of employment, I will be entitled to 30 days notice; during the 2<sup>nd</sup> & 3<sup>rd</sup> years of continuous employment, I will receive 60 days notice; or during the 4<sup>th</sup> and all subsequent years of continuous employment, I will receive 90 days notice.
- I understand that future salary adjustments are discretionary, are predicated on job performance, and will be awarded in accordance with guidelines established by the UNC Board of Governors each fiscal year, subject to legislative funding.
- I understand that my annual leave balance is vested for full pay-out up to 240 hours if I leave employment after two years. If I leave employment before the two year vesting period, my vacation leave will be paid based on the following formula: eight hours per month minus leave taken.
- I understand that I will be required to participate either in the Teachers' & State Employees' Retirement System (TSERS) which is a defined benefit plan or the Optional Retirement Program (ORP) which is a defined contribution plan -- and must make an irrevocable election within 60 calendar days of employment, subject to employee withholding of 6.0% of gross salary and a five-year vesting requirement.
- If I am not a US Citizen, I understand that I am responsible for obtaining and maintaining eligibility to work under Immigration and Naturalization Service regulations. I understand that all new employees must execute CIS Form I-9 verifying work eligibility on the first day of employment and completion of this form requires original official documents that establish my identity and employment eligibility. A list of acceptable documents is online at <http://www.useis.gov/files/form/i-9.pdf>.
- I understand that North Carolina law provides that "...willfully providing false or misleading information or failing to disclose relevant information shall be grounds for rejection of an application or later disciplinary action or criminal prosecution. Dismissal from employment shall be mandatory in any case in which a false or misleading representation is made in order to meet position qualifications." I understand that UNC Wilmington is required to verify credentials and other qualifications relevant to employment. By accepting this employment offer, I authorize the release to UNC Wilmington of any document or information within the possession of a third party, such as an educational institution or licensure board, that may serve to verify any representations made by me in conjunction with my application for this position.

Members of the campus community are expected to honor the *Seahawk Respect Compact* (<http://www.uncw.edu/diversity/src.html>) which describes UNC Wilmington's commitment to inclusiveness, mutual respect, acceptance, and open-mindedness among students, faculty, staff and the broader community.



SIGNATURE

3/17/09

DATE