

June 6, 2008

Mr. Matt Ginipro
Athletics Department
Holmes Convocation Center
Boone, NC 28608

Dear Matt,

Pursuant to policies adopted by the Chancellor, Board of Trustees of Appalachian State University and Board of Governors of the University of North Carolina, we extend to you an offer of employment under the terms and conditions contained in the employment agreement which is set forth below:

EMPLOYMENT AGREEMENT FOR HEAD COACHES

This agreement is made by and between Appalachian State University (“University”) and Matt Ginipro (“Coach”).

TERMS

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

1.0 Employment

1.1 Subject to the conditions stated in this Agreement, University employs Coach as head volleyball coach at University, and Coach agrees to and accepts the terms and conditions of employment outlined in this Agreement.

1.2 Coach’s employment is subject to the Board of Governors policies governing employees exempt from the state personnel act and any amendments thereto (The UNC Policy Manual, Section 300.2) (“EPA Policies”). In the event of any conflict between the terms of this Agreement and the EPA Policies, the EPA Policies shall control.

1.3 Coach shall work under the immediate supervision of the Athletics Director of University, (“Athletics Director”).

1.4 Coach shall manage and supervise the volleyball teams (“Sports Teams”), and perform such other duties in the intercollegiate athletics program of University as may be assigned. University reserves the right to reassign Coach to duties other than as set forth in this agreement while continuing the salary and benefits stated herein. In no event, however, will the Coach be assigned to any position which is not consistent with his/her education and experience. In the event of reassignment, University shall not be liable to Coach for loss of any collateral business opportunity or any other benefits, perquisites, or income from any other sources.

2.0 Term

2.1 The employment conferred herein is for a stated definite term commencing on **January 1, 2008** and terminating on **December 31, 2011**, subject to the EPA Policies and the conditions stated herein.

3.0 Compensation

3.1 The total annual salary for the work performed in this position during the stated term is **\$63,000.00**, plus any increase for the term of this contract once approved by the State legislative process and Appalachian State University, payable in approximately equal installments (less applicable taxes and other withholding amounts) over 12 months.

3.2 Your compensation may be reviewed periodically, subject to any policies adopted by the Board of Trustees of Appalachian State University or the Board of Governors of The University of North Carolina.

3.3 Coach shall be entitled to the standard University fringe benefits appropriate to the Coach’s employment classification.

3.4 Coach shall have the opportunity to engage in sports camp activities through the Appalachian State University Office of Conferences and Institutes, subject to all policies and regulations of that office. Compensation for participation in camp activities will be dependent upon receipts of the camp and will be paid through the University payroll system.

3.5 Coach shall be entitled to annual leave in accordance with the EPA Policies.

4.0 Coach’s Duties

4.1 The duties and responsibilities assigned to the Coach in connection with his/her position as head volleyball coach are as set forth below. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement. Furthermore, other specific duties may be assigned in the discretion of the Athletics Director.

4.1.1 Coach will fulfill the following specific responsibilities:

- A. Evaluate, recruit, train, and coach student-athletes to compete in a quality intercollegiate athletics program that includes, but is not limited to, quality of play and player discipline - both on and off the court or playing field - acceptable to your superiors;
- B. Properly supervise assistant coaches and/or personnel staff;
- C. Know, recognize, and comply with the laws, policies, rules, and regulations governing University and its employees and the rules of the NCAA and the Southern Conference (or any other conference University may join), as now constituted or as they may be amended during the term hereof, to supervise and ensure that the assistant coaches and any other employees for which Coach is administratively responsible comply with the aforesaid laws, policies, rules, and regulations, and to immediately advise the Athletics Director if Coach has reasonable cause to believe violations have occurred or will occur;
- D. Maintain effective relationships with student-athletes, peers, administrators, faculty, media representatives, and the general public;
- E. Work to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
- F. Work within the confines of rules, regulations, guidelines, budgets and policies of the University's athletics department;
- G. Use your best efforts to bolster the University's image when making public statements;
- H. Use your best efforts, working in cooperation with and in support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met and that the graduation rate for the Sports Team is maintained at a level comparable to the average graduation rate for University's students;
- I. Recruit and retain those student-athletes who have ability to succeed academically and athletically;
- J. Emphasize, support and monitor the educational activities of each student-athlete so as to help ensure each student-athlete's progress toward a degree in a defined academic program;
- K. Develop programs and procedures with respect to the evaluation, recruitment, training, and coaching of student-athletes in ways which encourage successful competition and incorporate reasonable steps to protect the health and welfare of student-athletes.
- L. Observe and uphold all academic standards, requirements, and policies of University;
- M. Establish and maintain a frequent and systematic program of personal communication with the University's student body.

4.2 The Coach understands and agrees that among the University's rules and regulations to which Coach is subject are the University's policies governing outside employment, conflicts of interest and commitment, external professional activities for pay, and dual employment with other state agencies, copies of which have been made available to Coach. In addition, Coach shall report all athletically related income and benefits from approved outside sources as required by NCAA rules. Furthermore, before engaging in any activities which generate athletically related income or benefits from outside sources, the Coach will file a report in accordance with the policy on conflicts of interest and commitment. The report must be filed with and approved by the Chancellor before the Coach engages in the activity. Except for the limitations on outside compensation as established by University, the NCAA and any conference to which University may belong, Coach shall be entitled to retain all revenue generated by such external professional activities.

4.3 Coach shall maximize radio and television coverage favorable to University, but shall receive remuneration for such appearances, for any endorsements, or public presentations only upon following those policies described in paragraph 4.2 above.

5.0 Termination for Cause

5.1 University has the right to terminate this Agreement for cause in accordance with the EPA Policies. In addition to its meaning in University documents and its normally understood meaning in employment contracts, the term "cause" shall be understood to include, but not be limited to, any of the following:

5.1.1 A violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Coach's abilities;

5.1.2 A violation by Coach of any of the other terms and conditions of this Agreement;

5.1.3 Any conduct of Coach that constitutes moral turpitude, or which would tend to bring public disrespect, contempt, or ridicule upon University, or failure to follow the high moral and ethical standards commonly expected of Coach as a leading representative of the Department of Athletics at University;

5.1.4 A violation of any law, regulation, rule, constitutional provision or bylaw of University, the Southern Conference (or any other conference the University may join), or the NCAA, which violation may, in the sole judgment of the Athletics Director or Chancellor, reflect adversely upon University or its athletics program, including any violation that could result in University being placed on probation or otherwise disciplined by the Conference or the NCAA;

5.1.5 Any conduct of Coach that would constitute legitimate grounds for termination under the common law of North Carolina or under case law interpreting Title VII of the Civil Rights Act of 1964, including, but not limited to, insubordination, failure or

refusal to cooperate with others in the Athletics Department or University, conduct that adversely affects morale or a supervisor's ability to supervise in the department or University, and other conduct that is detrimental to the University's legitimate interests;

5.1.6 Failure to positively represent University and University's athletics programs in private and public forums; or

5.1.7 Financial exigency or program curtailment or elimination as provided for in the EPA Policies.

5.2 Coach has the right to terminate this Agreement, if University is in substantial breach of the terms of this Agreement and such breach is not remedied within thirty (30) days after the Athletics Director's receipt of written notice thereof from Coach. Neither party shall have any further obligation to the other from and after the effective date of such termination.

5.3 In the event of termination of the Coach's employment for cause prior to the expiration of this Agreement, all obligations of University to make further payments and/or provide other consideration hereunder shall cease as of the end of the month in which such termination occurs. In addition, University shall not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any other sources.

6.0 Termination Without Cause

6.1 University may terminate this Agreement without cause at any time by giving written notice to Coach; provided, however, any compensation owed to Coach for the remainder of the term shall be paid on a monthly basis, subject to any required withholdings, for each month remaining in the term of this Agreement, including any extension thereof (hereinafter "remainder term"). University shall not be liable for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of University's termination of this Agreement without cause.

6.2 The compensation due the Coach under paragraph 6.1 shall be reduced by the Coach's earned income from all other sources during the remainder term. The measure of income earned by the Coach during the remainder term shall be determined by University from signed individual or joint income tax returns of the Coach covering any and all parts of the remainder term as submitted by the Coach to the United States Internal Revenue Service (IRS). The Coach hereby agrees to provide University with certified copies of said tax returns at the same time they are filed with the IRS, authorizes University to obtain directly from the IRS certified copies of all such tax returns, and agrees to execute and cause execution of any documents necessary to effect such authorization upon request. Coach shall refund immediately to University any payments in excess of the compensation remaining due under this paragraph after reductions have been calculated. Failure of Coach to perform any obligations set forth in this paragraph shall relieve the University of all

further obligations under this Agreement. The obligations of the Coach to refund payments and provide tax returns to University shall extend beyond the ending date of the term of this Agreement or any extension thereof.

7.0 Restrictions On Other Employment

7.1 For the duration of this Agreement or any extension thereof, the Coach will not actively seek, negotiate for, or accept other full-time or part-time employment in intercollegiate or professional athletics, at any level, without the prior written permission of the Director of Athletics and the Chancellor of the University, including, but not limited to, employment as either an athletics administrator or a coach at any University of higher education in the United States or any other country or for any team participating in any professional league or conference in the United States or any other country. It is agreed that the loss of Coach's services to the University, without University approval and release, prior to the expiration of the term of this Agreement or any extension thereof, will cause a loss to the University.

7.2 Coach agrees that University shall have the right, in addition to any other rights which University may possess, to obtain an injunction by appropriate judicial proceedings to prevent Coach from performing coaching activities or other related services in violation of this Agreement, for any person, University, firm, corporation or other entity; and against any other breach of this Agreement. Coach also agrees to indemnify and hold University harmless for its costs in any judicial proceeding necessary or appropriate to enforcement of University's rights under this Agreement, including court costs and attorney's fees.

8.0 Relationship Between the Parties

8.1 The relationship between Coach and University shall be determined solely by the terms and conditions of this Agreement, including the EPA Policies and any amendments thereto, and all other applicable University policies.

9.0 Governing Law

9.1 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.

10.0 Severability

10.1 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.

11.0 Entire Agreement

11.1 This Agreement contains the entire contract regarding its subject matter between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this contract not specifically set forth herein. No modification of this Agreement shall be valid unless set forth in a writing signed by authorized officials of both parties.

12.0 Board of Trustees' Approval

12.1 The parties understand that, in accordance with a resolution of the Board of Governors of the University of North Carolina, this Agreement shall not be valid until it is approved by the Board of Trustees of Appalachian State University.

13.0 Compensation Conditional

13.1 The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the Board of Governors of the University of North Carolina, and the sufficiency of appropriations or the availability of sufficient funds within the Athletics Department's budget to pay such compensation.

14.0 Non-assignment

14.1 Neither party to this Agreement shall assign this Agreement as a whole, or in part, without the written consent of the other. Any attempt to do so shall render this Agreement null and void.

15.0 Notices

15.1 Whenever it shall be required or permitted that notice or demand be given or served by either party to this agreement on the other, unless otherwise specifically provided, such notice or demand shall be given or served in writing by hand delivery or certified mail, return receipt requested, addressed as follows:

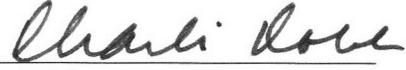
Coach: Mr. Matt Ginipro	University: Charlie Cobb
Athletics Department	Director of Athletics
Holmes Convocation Center	Owens Field House
Boone, NC 28608	Appalachian State University
	Boone, NC 28608

END OF EMPLOYMENT AGREEMENT TEXT

This offer will be held open until 5:00 p.m. Eastern Standard Time on June 30, 2008. Please indicate your acceptance by signing and dating the enclosed copy in the space indicated and returning it to the Office of the Athletics Director at or before that time.

Your failure to do so will be deemed to constitute a rejection of an initial offer of employment or resignation from employment, as the case may be.

Sincerely,



Charlie Cobb
Director of Athletics



Kenneth Peacock
Chancellor

AGREED AND ACCEPTED:

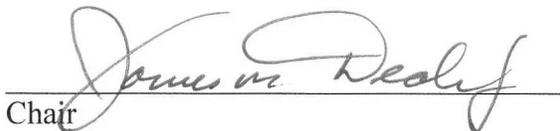

Signature

MATTHEW J. GIVENS, PRES
Print Name

6/20/08
Date

xc: Institutional Research
Office of Academic Affairs

APPROVED by the Board of Trustees of Appalachian State University at its meeting on June 6, 2008.


Chair

6/6/08
Date