

ELIZABETH CITY STATE UNIVERSITY
2007-2010 Head Women's Volleyball Coach Rider to Faculty Employment Contract

THIS HEAD COACH RIDER is entered by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina, (hereinafter referred to as "ECSU"), 1704 Weeksville Road, Elizabeth City, North Carolina 27909 and LINDA BELL, whose current address is [REDACTED] [REDACTED] (hereinafter referred to as "Head Coach").

WITNESSETH:

WHEREAS, ECSU has offered to employ Head Coach for a fixed-term special faculty appointment; and

- WHEREAS, ECSU seeks to have Head Coach manage and lead its intercollegiate women's volleyball program (hereinafter referred to as "Program") as a special condition of the employment; and

WHEREAS, Head Coach desires to accept such employment under the terms and conditions of the faculty employment contract and pursuant to the additional terms and conditions set forth in this Rider;

NOW, THEREFORE, in consideration of the mutual promises, ECSU and Head Coach agree to the following terms and conditions which are hereby incorporated by reference into the faculty employment contract as if fully set forth therein:

1. TERM

- 1.1. The head coach appointment shall be for a term beginning on August 1, 2007 and ending May 31, 2010, unless Head Coach is dismissed earlier in accordance with SECTION 6 below.
- 1.2. The parties acknowledge and agree that, at the expiration of the term of this agreement, Head Coach's employment with ECSU is at an end and there are no understandings or commitments to continue an employment relationship thereafter. A new written agreement shall be required if Head Coach's coaching employment with ECSU is to continue after the expiration of the term of this agreement.

2. HEAD COACH RESPONSIBILITIES

2.1. General

Head Coach will report to the Director of Athletics with regards to coaching responsibilities and shall be responsible for coaching, leadership, recruiting, supervision and promotion of the Program at ECSU during the term of this contract.

2.2. Educational Values

Head Coach shall foster educational values by recruiting and retaining qualified student athletes for the Program. Head Coach shall also facilitate the student athletes' progression toward obtaining degrees in defined academic programs by designing and implementing an athletic program which includes activities, services and practices which support and enhance the educational requirements and needs of student athletes such as tutoring programs, academic counseling and study requirements.

2.3. Instructional Duties

Head Coach shall teach such courses within the Department of Physical Education and Health, as assigned, during the term of this agreement.

2.4. ECSU, UNC, NCAA & CIAA Policies and Regulations

Head Coach shall comply with all ECSU, The University of North Carolina (UNC), National Collegiate Athletic Association (NCAA) and Central Intercollegiate Athletic Association (CIAA) policies and regulations in managing the Program. Failure of Head Coach to so comply may, at the option of ECSU, be deemed a violation of the provisions of this agreement.

2.5. Supervisory Duties

Head Coach shall be responsible for the supervision of all assistant coaches and staff of the Program and shall provide an evaluation of the assistant coaches and staff.

2.6. Budgetary Duties

Head Coach, under the direction of the Athletic Director, shall maintain responsibility for the fiscal and budgetary functions associated with the Program.

2.7. Personnel Recommendations

Head Coach shall have the responsibility and authority to make recommendations for the hiring or dismissal of all assistant coaching personnel of the Program, subject to final approval by the Chancellor. The recommendations shall be submitted to the Chancellor through the Athletic Director via the Vice Chancellor for Student Affairs.

2.8. Expectations

ECSU expects Head Coach to devote such time, attention, skill and effort to the performance of her duties as is necessary to effectively perform the responsibilities of the position of Head Coach of the Program

3. **COMPENSATION/STIPEND**

ECSU shall pay Head Coach the total sum of Fifty Thousand Eight Hundred One Dollars (\$50,801.00) annually comprised of Forty-three Thousand Three Hundred One Dollars (\$43,301.00) from faculty salary plus a stipend in the amount of Seven

Thousand Five Hundred Dollars (\$7,500.00), which shall be paid in twelve (12) equal monthly installments.

4. ANNUAL PERFORMANCE INCENTIVES

4.1. General

In addition to the compensation set forth in SECTION 3 above, Head Coach shall have an opportunity to receive additional annual compensation as set forth in SECTIONS 4.2-4.6 below. If the levels described in SECTIONS 4.2-4.6 are not reached in a given contract year, no annual supplemental compensation will be paid. Any supplemental compensation payable to Head Coach under SECTION 4 of this agreement shall be subject to applicable state and federal withholding taxes and will be paid to Head Coach on or about December 31st of the respective contract year.

4.2. Student Athlete Academic Performance

4.2.1. ECSU shall pay Head Coach One Thousand Dollars (\$1,000.00) annually, if the graduation rate for women's volleyball team student athletes collectively increases by seven (7) percentage points above the preceding year. The graduation rate for a contract year shall be calculated annually on or around May 30th and shall include both the fall and spring semesters.

4.2.2. The supplemental compensation for a 7 % increase in the graduation rate shall be payable to Head Coach only if Head Coach is employed as ECSU's Head Coach at the time the graduation rates are calculated.

4.3. Divisional Championship

4.3.1. ECSU shall pay Head Coach One Thousand Dollars (\$1,000.00) annually if ECSU's women's volleyball team wins the Divisional Championship during that contract year.

4.3.2. The supplemental compensation for a Divisional Championship shall be payable to Head Coach only if Head Coach is employed as ECSU's Head Coach on the day of the event that is the basis for ECSU paying the amount.

4.4. CIAA Championship

4.4.1. ECSU shall pay Head Coach Two Thousand Dollars (\$2,000.00) annually if ECSU's women's volleyball team wins the CIAA Conference Championship during that contract year.

4.4.2. The supplemental compensation for a CIAA conference championship shall be payable to Head Coach only if Head Coach is employed as ECSU's Head Coach on the day of the event that is the basis for ECSU paying the amount.

4.5. Regional Championship

4.5.1. ECSU shall pay Head Coach Three Thousand Dollars (\$3,000.00) annually if ECSU's women's volleyball team wins the Regional Championship during that contract year.

4.5.2. The supplemental compensation for a Regional Championship shall be payable to Head Coach only if Head Coach is employed as ECSU's Head Coach on the day of the event that is the basis for ECSU paying the amount.

4.6. National Championship

4.6.1. ECSU shall pay Head Coach Five Thousand Dollars (\$5,000.00) annually if ECSU's women's volleyball team wins the National Championship during that contract year.

4.6.2. The supplemental compensation for a National Championship shall be payable to Head Coach only if Head Coach is employed as ECSU's Head Coach on the day of the event that is the basis for ECSU paying the amount.

5. **OUTSIDE COMPENSATION**

5.1. External Professional Activities for Pay

Any activity for athletically-related income or benefits from sources outside of Head Coach's ECSU employment shall constitute an external activity for pay as set forth in the UNC Regulations on External Professional Activities for Pay by Faculty and Non-Faculty EPA Employees (UNC Policy Manual 300.2.2.1[R]) adopted by the UNC Board of Governors and as may from time to time be amended. Consistent with NCAA bylaw 11.2.2, all athletically related income must be reported as set forth below.

5.2. Income Sources and Benefits

Income from sources and benefits constituting athletically-related incomes shall include but are not limited to the following:

- 5.2.1. Income from annuities;
- 5.2.2. Sports camps;
- 5.2.3. Housing benefits (including preferential housing arrangements);
- 5.2.4. Country Club memberships;
- 5.2.5. Complimentary ticket sales;
- 5.2.6. Television and radio programs; and
- 5.2.7. Endorsement or consultation contracts with athletic shoes, apparel or equipment manufacturers.

5.3. Notice of Intent

Head Coach shall file a notice of intent with the Chancellor if planning to engage in any activities for athletically-related income from sources outside of her ECSU employment. Head Coach shall not engage in any such activities without first obtaining the Chancellor's approval.

5.4. Annual Report

Head Coach shall file an annual report with the Chancellor of all athletically-related income and benefits from sources outside of her ECSU employment. The annual report shall be filed on or before July 31st of each contract year. Head Coach shall also provide ECSU with reasonable access to all documentation and records for verification of the annual report.

5.5. Volleyball Camps

With respect to the operation of volleyball camps using ECSU's name, such activities shall require prior approval of the Athletic Director and the Chancellor and shall be conducted in accordance with all applicable ECSU policies, including those requiring the payment of fees for facility use. To the extent that such a camp is operated with or under the sponsorship of ECSU, Head Coach's compensation therefrom shall be subject to a separate written agreement between Head Coach and ECSU but ECSU expressly makes no guarantee of any compensation to Head Coach for any such activity.

6. **DISMISSAL**

6.1. General

The Chancellor may dismiss Head Coach from the duties of managing the Program prior to May 31, 2010, with or without cause, upon the recommendation of the Athletic Director.

6.2. Dismissal for Cause

Dismissal for cause shall mean dismissal of Head Coach based on either of the following:

6.2.1. Any conduct by Head Coach in violation of criminal laws or in violation of laws pertaining to moral turpitude;

6.2.2. A serious or intentional violation by Head Coach of any law, rule, policy, regulation, constitutional provision or bylaw of ECSU, the University of North Carolina, the CIAA or the NCAA, which violation may, in the sole discretion of ECSU, reflect adversely upon ECSU or the Program, including any serious violation which may result in ECSU being placed on probation by the CIAA or the NCAA; or

6.2.3. Any conduct by Head Coach which is seriously detrimental to the best interests of ECSU, the Program or which violates ECSU's mission or policies.

6.3. ECSU's Obligations Upon Dismissal for Cause

If Head Coach is dismissed from the duties of managing the Program for cause, all obligations of ECSU to make further payments under this agreement shall cease as of the end of the month in which such dismissal occurs and ECSU shall not be liable to Head Coach for the loss of any outside income.

6.4. Dismissal by ECSU Without Cause

6.4.1. General

Dismissal without cause shall mean dismissal on any basis other than those set forth in SECTION 6.2 above. Dismissal without cause shall be effectuated by delivering a written notice to Head Coach of ECSU's intent to dismiss without cause. If ECSU exercises its option to dismiss Head Coach, without cause, Head Coach shall be entitled to damages only as set forth in SECTION 6.4.2 below and subject to SECTION 6.4.3 below.

6.4.2. Limitation of Damages Upon Dismissal by ECSU Without Cause

If ECSU dismisses Head Coach, without cause prior to the expiration of the term set forth in SECTION 1 above, ECSU shall pay to Head Coach, as damages, an amount equal to the balance of the Head Coach's salary for the remainder of the term of the agreement.

ECSU's obligation shall be paid monthly and prorated over the balance of the term of this agreement and shall be subject to Head Coach's duty to mitigate ECSU's obligation as set forth in SECTION 6.4.3 below. ECSU shall not be liable to Head Coach for the loss of any outside compensation that may result from a dismissal without cause.

The parties have bargained for and agreed to the foregoing limited damages provision, giving consideration to the possibility that a dismissal without cause prior to the expiration date of this agreement is likely to cause Head Coach to incur a financial loss. The parties further agree that the payment of such damages by ECSU and the acceptance thereof by Head Coach shall constitute adequate and reasonable compensation to Head Coach for the financial loss likely to be incurred by Head Coach due to any such dismissal by ECSU.

6.4.3. Mitigation of Damages by Head Coach if ECSU Dismisses Without Cause

Notwithstanding the provisions of SECTION 6.4.2 above, Head Coach agrees to mitigate ECSU's obligations to pay damages under SECTION 6.4.2 and to make reasonable and diligent efforts to obtain comparable employment as soon as reasonably possible after dismissal of Head Coach without cause. After Head Coach obtains such new employment, ECSU's obligations under this agreement shall be reduced by the amount received by Head Coach from such new employment during the remaining time period of ECSU's obligation under SECTION 6.4.2.

6.5. Dismissal is Without Recourse to Section 603 of *The Code*

The parties agree that Head Coach may be dismissed from coaching appointment independent of the special faculty appointment, without recourse to the procedures in Section 603 of *The Code* of the University of North Carolina.

7. JURISDICTION

This agreement shall be governed and construed by the laws of the State of North Carolina. Each party expressly agrees to be subject to the jurisdiction of the courts of the State of North Carolina should litigation arise between the parties.

8. ENTIRE AGREEMENT

The faculty employment contract and this rider replaces all prior written and oral agreements and incorporates all of the terms and conditions agreed upon by the parties. There shall be no variations, amendments or modifications except in writing and signed by the parties.

9. SEVERABILITY

If any provision of this agreement is deemed unenforceable, it shall not affect or cause the remaining provisions to become invalid.

10. CONTINGENT UPON TRUSTEE BOARD APPROVAL

The terms of this agreement shall not be valid unless and until all terms and conditions are approved by ECSU's Board of Trustees.

IN WITNESS WHEREOF, the parties have executed this Rider on the date(s) set forth below.

ELIZABETH CITY STATE UNIVERSITY

HEAD COACH

By: Willie J. Gilchrist
Willie J. Gilchrist,
Chancellor

By: Linda Bell
Linda Bell

Date: 6/12/07

Date: 7/3/07

ECSU BOARD OF TRUSTEES

By: Walter C. Davenport
Walter C. Davenport,
Chairman

Date Board Approved: 6-12-07

Reviewed as to form:

By: Bernetta H. Brown
Asst. to the Chancellor for
Legal Affairs

Date: 6-12-07

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