

MINUTES  
MEETING OF THE BOARD OF TRUSTEES VIA CONFERENCE CALL  
APPALACHIAN STATE UNIVERSITY

Tuesday, January 18, 2022  
1:00 p.m.

CALL TO ORDER: The Board of Trustees of Appalachian State University met via conference call at the call of the Chair and the Chancellor on Tuesday, January 18, 2022, at 1:00 p.m. Chair Kimberly M. Shepherd presided and called the meeting to order.

MEMBERS PRESENT ON THE CALL:

- James M. Barnes
- John M. Blackburn
- J. Jeffries Chesson
- Fairley Bell Cook
- Bailey K. Gardin
- James E. Harris
- Scott K. Lampe
- James K. Reaves
- Mark E. Ricks
- E. Bonnie Schaefer
- Kimberly M. Shepherd
- R. Thomas Sofield
- Steven D. Wyatt

OTHERS PRESENT ON THE CALL:

- Dawn Antonucci
- Jane Barghothi
- C. Philip Byers, UNC Board of Governors Liaison
- Sheri Everts, Chancellor
- Hank Foreman
- Doug Gillin
- Megan Hayes
- Heather Norris
- Paul Meggett

All votes were taken by roll call (see Attachment 1).

CONFLICT OF INTEREST NOTICE: Chair Shepherd read the following statement:

"Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today's meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of interest? If so, please let me know now."  
None reported.

Chair Shepherd also read the following: As we begin the business portion of the meeting, I would like to remind everyone of the Board's expectations for conduct at our meetings. We ask that those attending today remain respectful of fellow attendees and the Board. Those attending an official meeting may not engage in conduct that is inconsistent with our bylaws or that interferes with the rights of others to observe and listen to the proceedings. Any individual who disrupts the meeting will be asked to leave and may be subject to arrest.

ROLL CALL: Chair Shepherd asked Dawn Antonucci to call roll to verify all participants joining the meeting.

RECOGNITION OF VISITORS: Chair Shepherd welcomed guests and press in attendance as confirmed during the roll call.

APPROVAL OF ABSENCES: None to report.

CLOSED SESSION: Chair Shepherd announced that she would entertain a motion for the Board to convene in closed session. Chair Shepherd asked that the voting Trustees, Chancellor Everts, Governor Byers, Vice Chancellor and Chief of Staff, Provost, Vice Chancellor for Advancement, General Counsel, Chief Communications Officer, Athletic Director, and the Assistant Secretary join the voting members in closed session.

Chair Shepherd stated the secondary telephone line would be closed to conduct closed session business. Should participants like to attend once open session is reconvened they can simply stay on the line and the host will reopen at the appropriate time.

Upon motion duly made, seconded and approved, the Board convened in closed session to:

prevent the disclosure of privileged or confidential-information pursuant to N.C.G.S. § 126-24, in accordance with N.C.G.S. § 143-318.11(a)(1);

for the purpose of consulting with the University's attorney in order to preserve the attorney-client privilege, in accordance with N.C.G.S. §143-318.11(a)(3);

to establish or instruct the staff or an agent concerning the position to be taken by or on behalf of this Board in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, in accordance with N.C.G.S § 143-318.11(a)(5); and

to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, in accordance with N.C.G.S § 143-318.11(a)(6).

PUBLIC SESSION RECONVENED: Upon motion duly made, seconded and verified by roll call vote, the Board reconvened in open session at 1:21 p.m.

#### Employment Agreement for Women's Head Soccer Coach

Chair Shepherd recognized Trustee Sofield, Chair of the Athletics Committee, for this item. Trustee Sofield stated the Athletics Committee presents the Employment Agreement for Women's Head Soccer Coach Aimee Haywood. The coach's materials were included in the closed session materials for the Board's review.

Upon motion duly made, and seconded, the employment agreement was approved as presented by roll call vote (see Attachment 2).

Employment Agreement for Women's Head Volleyball Coach

Chair Shepherd recognized Trustee Sofield, Chair of the Athletics Committee, for this item. Trustee Sofield stated the Athletics Committee presents the Employment Agreement for Women's Head Volleyball Coach Sarah Rumely Noble. The coach's materials were included in the closed session materials for the Board's review.

Upon motion duly made, and seconded, the employment agreement was approved as presented by roll call vote (see Attachment 3).

In-State Tuition for Full Athletic Scholarships

Chair Shepherd recognized Trustee Sofield, Chair of the Athletics Committee, for this item. Trustee Sofield stated the Athletics Committee presents the In-State Tuition for Full Athletic Scholarships for approval. The materials were included in the closed session tab in BoardEffect for the Board's review.

Upon motion duly made, and seconded, the In-State Tuition for Full Athletic Scholarships was approved as presented by roll call vote (see Attachment 4).

Distinguished Professorship of Early Child Literacy Plan

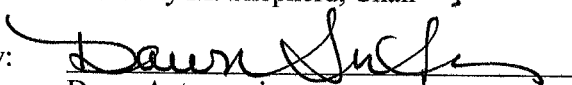
Chair Shepherd recognized Trustee James Barnes, Chair of the Academic Affairs Committee, for this item. Trustee Barnes stated the Academic Affairs Committee presents the Distinguished Professorship of Early Child Literacy Plan for approval. The materials were included in the closed session tab in BoardEffect for the Board's review.

Upon motion duly made, and seconded, the Distinguished Professorship of Early Child Literacy Plan was approved as presented by roll call vote (see Attachment 5).

ADJOURNMENT: There being no further business, the meeting adjourned by roll call vote at 1:31 p.m.

Kimberly M. Shepherd, Chair

By:

  
Dawn Antonucci

Assistant Secretary

Appalachian Board of Trustees  
Roll Call record of Votes in open Session  
January 18, 2022

Roll Call Vote to Convene in Closed Session:

Motion was made by: Mark Ricks

Seconded by: James Barnes

James Barnes - yes  
John Blackburn - yes  
Jeff Chesson - yes  
Failey Bell Cook - yes  
Bailey Gardin - yes  
James Harris - yes  
Scott Lampe - yes  
James Reaves - yes  
Mark Ricks - yes  
Bonnie Schaefer- yes  
Kim Shepherd - yes  
Thomas Sofield - yes  
Steven Wyatt – yes

Roll Call Vote to Reconvene in Open Session:

Motion was made by: Fairley Bell Cook

Seconded by: Scott Lampe

James Barnes - yes  
John Blackburn - yes  
Jeff Chesson - yes  
Failey Bell Cook - yes  
Bailey Gardin - yes  
James Harris - yes  
Scott Lampe - yes  
James Reaves - yes  
Mark Ricks - yes  
Bonnie Schaefer - yes  
Kim Shepherd - yes  
Thomas Sofield - yes  
Steven Wyatt - yes

Roll Call Vote to Approve Aimee Haywood – Woman’s Soccer Head Coach

Contract:

Motion was made by: Tommy Sofield

Seconded by: Steven Wyatt

James Barnes - yes

John Blackburn - yes

Jeff Chesson - yes

Failey Bell Cook- yes

Bailey Gardin - yes

James Harris - yes

Scott Lampe – not present for vote

James Reaves - yes

Mark Ricks - yes

Bonnie Schaefer - yes

Kim Shepherd - yes

Thomas Sofield - yes

Steven Wyatt - yes

Roll Call Vote to Approve Sarah Noble -Women’s Volleyball Head Coach

Contract:

Motion was made by: Tommy Sofield

Seconded by: Steven Wyatt

James Barnes - yes

John Blackburn - yes

Jeff Chesson - yes

Failey Bell Cook- yes

Bailey Gardin - yes

James Harris - yes

Scott Lampe – not present for vote

James Reaves - yes

Mark Ricks - yes

Bonnie Schaefer - yes

Kim Shepherd - yes

Thomas Sofield - yes

Steven Wyatt - yes

Roll Call Vote to Approve In-State tuition for full Athletic Scholarships:

Motion was made by: Tommy Sofield

Seconded by: Mark Ricks

James Barnes - yes

John Blackburn - yes

Jeff Chesson - yes

Failey Bell Cook- yes

Bailey Gardin - yes

James Harris - yes

Scott Lampe – not present for vote

James Reaves - yes

Mark Ricks - yes

Bonnie Schaefer - yes

Kim Shepherd - yes

Thomas Sofield - yes

Steven Wyatt - yes

Roll Call Vote to Approve New Distinguished Professorship:

Motion was made by: James Barnes

Seconded by: Bonnie Schaefer

James Barnes - yes

John Blackburn - yes

Jeff Chesson - yes

Failey Bell Cook- yes

Bailey Gardin - yes

James Harris - yes

Scott Lampe – not present for vote

James Reaves - yes

Mark Ricks - yes

Bonnie Schaefer - yes

Kim Shepherd - yes

Thomas Sofield - yes

Steven Wyatt - yes

Meeting adjourned by Chair Kim Shepherd.

## EMPLOYMENT AGREEMENT FOR WOMEN'S SOCCER HEAD COACH

This Employment Agreement (the "Agreement") is made as of the last date signed by the Parties and approvers below, by and between Appalachian State University ("Appalachian") and Aimee Haywood ("Coach") (singularly referred to as the "Party" and collectively as the "Parties"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

### 1.0 Employment:

1.1 Subject to the terms and conditions stated in this Agreement, Appalachian agrees to employ Coach as head Women's Soccer coach at Appalachian, and Coach agrees to and accepts the terms and conditions of employment outlined in this Agreement.

1.2 Coach's employment at Appalachian will be subject to all applicable policies and procedures adopted and approved by the Board of Governors of The University of North Carolina (the "University"), the Board of Trustees and the Chancellor of Appalachian and Appalachian's Department of Athletics (the "Department"). Coach's position is classified as EHRA non-faculty and is not subject to the State Human Resources Act, North Carolina General Statutes, Chapter 126, except for articles 6, 7, 14 and 15 thereof. The employment policies contained in Chapter 300 of The UNC Policy Manual, approved by the Board of Governors of the University, and adopted as institutional policies by the Board of Trustees of Appalachian, as both may be revised from time to time (collectively, the "EHRA Policies") apply to Coach. In the event of any conflict between the terms of this Agreement and the EHRA Policies, the EHRA Policies will govern. Coach acknowledges and agrees that Coach has reviewed and understands the policies and procedures of the University found at <http://www.northcarolina.edu/apps/policy/index.php> (in particular, Policy 300.2.1, a copy of which has been provided to Coach with this Agreement) and those of Appalachian found at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual), and has been provided with a copy and has reviewed and understands those in the Appalachian Athletics Department Policies and Procedures Manual. Coach acknowledges and agrees that Coach's position is not a position eligible for tenure.

1.3 Coach will work under the immediate supervision of the Director of Athletics of Appalachian, (the "Director of Athletics") and/or the Director of Athletics' designee. The Director of Athletics and the Chancellor will evaluate Coach's performance on an annual basis and the Director of Athletics will provide Coach with an annual performance evaluation.

1.4 Coach will coach, manage and be responsible for the Women's Soccer team (the "Sports Team"), and perform such other duties in the intercollegiate athletics program of Appalachian as may be assigned from time to time by the Director of Athletics. Appalachian 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 Coach be assigned to any position which is not consistent with Coach's education and experience. In the event of reassignment, Appalachian will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any other sources.

1.5 Appalachian is committed to providing equal opportunity in education and employment to all applicants, students, and employees. Appalachian does not discriminate in access to its educational programs and activities, or with respect to hiring or the terms and conditions of employment, on the basis of race, color, national origin, religion, sex, gender identity and expression, political affiliation, age, disability, veteran status, genetic information or sexual orientation (the "Equal Opportunity Policy" or "EO Policy"). Appalachian actively promotes diversity among students and employees. Coach will implement the EO Policy in all recruitment, supervision and other activities with applicants, students and employees.

1.6 Appalachian is committed to providing students equal opportunities to participate in and receive the benefits of its educational and extra-curricular programs and activities. Coach will not discriminate against students on any basis prohibited by federal or State law, or University or Appalachian policies, in any activity contemplated by this Agreement.

1.7 Notwithstanding any other provision of this Agreement, Coach may seek and obtain sport-related employment without prior consent of the Director of Athletics if Coach's employment is terminated pursuant to Sub-Section 5.1.8.

## 2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on December 20, 2021 and terminating on December 31, 2025, subject to the EHRA Policies and the conditions stated herein.

## 3.0 Compensation:

3.1 Base Salary: Coach's Base Salary shall be as defined in this Section 3.1 (Annual Salary and Car).

3.1.1 Annual Salary: Annual salary: The annual salary ("Annual Salary") for the work performed in this position during the stated term is payable in approximately equal monthly installments, less customary and applicable deductions and withholdings. Subject to all necessary approvals required by University policies the total Annual Salary shall be as follows:

- i. prorated December 20, 2021 – December 31, 2022: Eighty-Four Thousand Dollars (\$84,000);
- ii. from January 1, 2023 – December 31, 2023: Eighty-Six Thousand Five Hundred and Twenty Dollars (\$86,520);
- iii. from January 1, 2024 – December 31, 2024: Eighty-Nine Thousand One Hundred and Sixteen Dollars (\$89,116); and
- iv. from January 1, 2025 – December 31, 2025: Ninety-One Thousand Seven Hundred and Eighty-Nine Dollars (\$91,789).



3.1.2 Car: In addition to the annual salary, dependent upon and subject to the availability of funds of the Athletics Department and at Appalachian's sole discretion, Coach may receive either a courtesy car or a car allowance in the amount of Four Hundred Dollars (\$400) per month less customary withholding and deductions for vehicle expenses in lieu of mileage and/or rental car expenses incurred in the performance of Coach's employment responsibilities. Coach shall use the courtesy vehicle in the performance of employment responsibilities in accordance with University policies and shall obtain the appropriate automobile insurance policy at his/her own expense, to cover any family members using the courtesy vehicle. Should the Director of Athletics, or the Director's designee, determine in his/her sole discretion, that the stipend shall no longer be provided to Coach, Coach will be informed as soon as practicable. Coach agrees to notify the appropriate personnel in Athletics when he/she returns the courtesy vehicle to the dealership. The foregoing notwithstanding, in the event of termination of this Agreement pursuant to Sections 5.0, 6.0, 7.0, or 8.0, Coach or Coach's representative shall return the car to the dealership within thirty (30) days of the effective date of the termination.

3.2 Coach's compensation may be reviewed periodically, subject to any policies adopted by the Board of Trustees of Appalachian or the Board of Governors of the University. Increases in salary during the term of Coach's employment, if any, are at the sole discretion of the Director of Athletics and subject to the approval, as applicable, by the Chancellor of Appalachian, the Board of Trustees of Appalachian and/or the Board of Governors of the University. Currently, Appalachian's supplemental pay policy (the "Supplemental Pay Policy") limits supplemental income to 20% of an employee's base salary during the academic term and 38.4% during the non-academic term (i.e., the summer). A copy of the existing Supplemental Pay Policy can be found at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual). Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. The sum of the amounts described in Sub-Sections 3.1.1 constitute Coach's base salary for purposes of the Supplemental Pay Policy. Incentive compensation, if any, will be provided in accordance with the Addendum attached hereto and incorporated herein.

3.3 While actively employed, Coach will be entitled to receive all employment-related benefits that are normally available to other EHRA non-faculty employees with like appointments. Such benefits may include group family health insurance, group family life insurance, and a retirement program. Coach acknowledges that fringe benefits provided by Appalachian are subject to change from time to time by Appalachian, the University and/or the North Carolina General Assembly.

3.4 Coach may earn revenue other than as provided by this Agreement while employed by Appalachian with prior written approval of the Director of Athletics and the Chancellor. Any outside compensation opportunities are specifically subject to compliance with the "Policy on External Professional Activities for Pay" of the Board of Governors of the University (specifically, UNC Policy 300.2.2.1[R]), found at <http://www.northcarolina.edu/apps/policy/index.php>, and Appalachian's policies on external professional activities and conflicts of interest and commitment, found at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual). Coach acknowledges and agrees that Coach has reviewed and understands such policies. Additionally, such opportunities are subject to all other relevant State and federal laws concerning conflicts of interest. Such activities are independent of Coach's employment with Appalachian, and Appalachian will have no responsibility for any claims

arising therefrom. Opportunities for outside compensation will include, but are not limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, speeches, commercial endorsements, camps and clinics, except as outlined below. Subject to specific reporting requirements established by Appalachian, no external activities for pay will be allowed unless the Athletics Director has approved Coach's signed "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities.

3.5 In accordance with Appalachian policies and National Collegiate Athletic Association ("NCAA") Bylaw 11.3.2, which are incorporated herein by reference, Coach will report annually on July 1 to the Chancellor through the Director of Athletics all athletically-related income from sources outside Appalachian, including, but not limited to, income from annuities, sports camps and clinics, television and radio programs, consulting agreements, and all other athletically-related income from any source other than Appalachian. Further, Coach agrees to provide or cause to be provided to Appalachian reasonable and prompt access to all records related to such income.

3.6. Appalachian will provide you a one-time relocation allowance of Twelve Thousand Dollars (\$12,000). The relocation allowance will be paid to you in a lump-sum payment through Appalachian's payroll process. The relocation allowance is considered taxable income under Appalachian Policy 602.34, Non-Salary and Deferred Compensation, and is subject to customary and applicable deductions and withholdings. If you resign from this position within one year of the date last signed by the parties below, you shall repay Appalachian the net relocation allowance amount received within thirty (30) days of resignation notification.

3.7 Dependent upon and subject to the availability of funds of the Athletics Department, arrangements will be made by the Athletics Department for temporary housing expenses, not to exceed a total of two (2) months. Should the Director of Athletics, or the Director's designee, determine in his/her sole discretion, that the temporary housing reimbursement shall no longer be provided to you, you will be informed as soon as practicable. You agree to notify the appropriate personnel in Athletics when you no longer require temporary housing. Any payments made for temporary housing on your behalf represent taxable non-salary compensation pursuant to Appalachian State University Policy 602.34, Non-Salary and Deferred Compensation. As such, the payments will be reported as taxable income on your W-2 forms for the applicable tax year(s)

3.8. While actively employed, Coach will be entitled to annual leave in accordance with the EHRA Policies.

#### 4.0 Coach's Duties and Responsibilities:

4.1 Coach is employed by Appalachian as Head Coach of the Sports Team with all the duties, responsibilities, and obligations normally associated with such position at a university such as Appalachian. Duties will include, but not be limited to, the following:

4.1.1 Coach and oversee conduct of all activities of the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

4.1.2 Conduct himself/herself and the Sports Team in accordance with the Constitution and the Bylaws of the Sun Belt Conference (“the Conference”) and of the NCAA, all applicable State and federal laws, the University’s policies and procedures, Appalachian’s policies and procedures, and the Department’s policies and procedures, all of which as may be amended from time to time. Coach shall conduct himself/herself within the traditional high standards associated with Coach’s profession and the material failure of Coach to so comply with such standards, as reasonably determined by Appalachian, will, at the option of Appalachian, be deemed a violation of the provisions of this Agreement and may, pursuant to the terms and conditions contained in Section 5.0 herein, be determined to be grounds for disciplinary action up to and including termination of this Agreement;

4.1.3 Use Coach’s best reasonable efforts to recruit and retain only academically qualified student-athletes and promote, contribute to and encourage academic progress, in conjunction with Appalachian’s faculty and administrators, of such student-athletes toward graduation in defined degree programs;

4.1.4 Use Coach’s best reasonable efforts to ensure that student-athletes on the Sports Team conduct themselves in a sportsmanlike manner and in other ways, both on and off the field that will result in a positive image of Appalachian

4.1.5 Use Coach’s best reasonable efforts to ensure that assistant coaches, team managers, trainers, strength and conditioning coaches, support staff and other personnel who may be so assigned to work with the Sports Team from time to time, conduct themselves in a professional manner, both on and off the field that will reflect positively on Appalachian. This includes taking appropriate management measures to correct any conduct that does not adhere to the standards set by Appalachian;

4.1.6 Maintain responsibility for the fiscal and budgetary functions associated with the Sports Team under the direction of the Director of Athletics;

4.1.7 Provide a positive energy and excitement to the campus community and Appalachian’s fan base in order to increase student and fan attendance for the Sports Team;

4.1.8 Maintain a visible and positive presence with students, faculty, and staff;

4.1.9 Contribute to the positive culture of the Department by making best reasonable efforts to attend coaches’ meetings, departmental staff functions, outings, etc., as well as requiring that Coach’s staff does the same;

4.1.10 Maintain responsibility for and promote an atmosphere of compliance within the program overseen by Coach, and monitor the activities regarding compliance of all assistant coaches and other administrators who report directly or indirectly to Coach. In addition, Coach is responsible for compliance with policies of the University, Appalachian, the Department, the Conference and the NCAA. Coach stipulates that Coach’s employment may be suspended for a period of time, without pay, or terminated, if Coach is found to be responsible for a violation of NCAA Bylaw 11.1.1.1 by the NCAA Committee on Infractions.

Further, Coach will provide annual performance evaluations for all assistant coaches and staff who report to Coach, and cause annual performance evaluations to be provided to all other staff engaged in the Sports Team program;

4.1.11 Conduct recruiting activities, practices, game preparation, and coaching duties so as to develop and maintain a program of the highest quality and which competes within the Conference and the NCAA;

4.1.12 Maintain and enforce any and all disciplinary policies and drug policies of the University, Appalachian, the Department, the Sports Team, the Conference and the NCAA; and

4.1.13 Comply with such other directives that the Director of Athletics may reasonably make from time to time.

4.2 It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because Appalachian believes such student-athlete would not be an appropriate representative of Appalachian, as a disciplinary sanction under Appalachian's student conduct code, because Appalachian believes that such student-athlete is not eligible according to the rules for athletic competition specified by the Conference or the NCAA, or for similar reasons. This decision may be made either by Coach, the Director of Athletics, the Chancellor or the Chancellor's designee.

4.3 Coach will participate in weekly radio and television programs during the Women's Soccer season, including postseason, and seek to maximize print, radio, television and/or other media coverage favorable to Appalachian.

4.4 If Coach is found to be in violation of NCAA or Conference rules and regulations, whether while employed by Appalachian or during prior employment at another NCAA member institution, Coach will be subject to disciplinary action as set forth in NCAA enforcement procedures, applicable Appalachian policies, rules or regulations, and/or as set forth in this Agreement. Such disciplinary action may include termination for cause in accordance with Section 5.0 of this Agreement.

4.5 Coach agrees to faithfully and diligently perform the duties of this position, and to devote such time, attention, and skill to the performance of those duties as necessary to perform the responsibilities of the position of Head Coach for the Sports Team. During the term of this Agreement, Coach will report to and be under the immediate supervision of the Director of Athletics and/or designees, and will regularly confer with the Director of Athletics or the Director's designee on matters concerning administrative and technical decisions. Coach agrees that Coach's willful failure to discharge any of these duties constitutes a breach of this Agreement that would allow Appalachian to terminate this Agreement "for cause" pursuant to Section 5.0, below.

*[The remainder of this page intentionally left blank]*

5.0 Termination for Cause:

5.1 Appalachian has the right to terminate this Agreement “for cause” in accordance with EHRA Policies. In addition to the meaning of “for cause” in University and/or Appalachian policies and procedures, the term “for cause” includes any of the following:

5.1.1 A violation of the duties set forth in this Agreement after receiving written notice from Appalachian and failing to cure such violation within ten (10) days 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 after receiving written notice from Appalachian and failing to cure such violation within ten (10) days;

5.1.3 Any conduct of Coach that constitutes moral turpitude, or which brings significant public disrespect, contempt or ridicule upon Appalachian, or material failure to follow the high moral and ethical standards commonly expected of a coach as a leading representative of the Department at Appalachian;

5.1.4 A major (Level I or Level II) violation by Coach, or knowing participation by Coach in a major violation, or similar violation resulting in the Coach being found responsible for a violation of NCAA Bylaw 11.1.1.1 by the NCAA Committee on Infractions. For purposes of this subsection, whether or not a major or similar violation has occurred shall be reasonably and in good faith determined in the discretion of Appalachian after its review of the relevant facts and circumstances, and Appalachian shall consider any such violation for purposes of termination with cause regardless of whether said violation occurred while Coach, an assistant coach or staff member was employed by Appalachian or during prior employment at another NCAA member institution;

5.1.5 Egregious misconduct of Coach, or of assistant coaches or staff of which Coach knew, had reason to know, or should have known through the exercise of reasonable diligence, and thereafter Coach failed to take reasonable steps to prevent, minimize, or report such violation, or which Coach condoned, of such a nature that offends the traditions and ethics of Appalachian, or which brings discredit to Appalachian;

5.1.6 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, as amended, including insubordination, willful failure or refusal to cooperate with others in the Department or Appalachian, serious misconduct that adversely affects morale or a supervisor’s ability to supervise in the Department or Appalachian, and other conduct that is substantively detrimental to Appalachian’s legitimate interests;

5.1.7 Failure to promptly report to Appalachian’s Title IX coordinator, any known violations of Appalachian’s Discrimination, Harassment and Retaliation Policy or Workplace Violence Policy (including but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence, and stalking) that involves any student, faculty, or staff;

5.1.8 Any serious misconduct by Coach, regardless of whether in a public or private forum, including but not limited to: (i) dishonesty; (ii) theft; (iii) misappropriation of Appalachian property; (iv) any act that will tend to degrade Coach in society or bring him/her into public disrepute, ridicule, controversy, embarrassment or scandal; (v) any act that will tend to shock, insult or offend the community or public morals or decency; (vi) injuring, abusing or endangering others; (vii) any act or thing that would lead Appalachian to reasonably believe that public association with Coach: (x) would tend to subject Appalachian to public disrepute, ridicule, controversy, embarrassment or scandal, (y) is seriously prejudicial to the best interests of Appalachian or its Sports Team, or (z) violates Appalachian's mission; or

5.1.9 Financial exigency or program curtailment or elimination as provided for in the EHRA Policies.

5.2 In the event of termination of the Coach's employment "for cause" prior to the expiration of this Agreement, all obligations of Appalachian to make further payments and/or provide any Incentive Compensation, courtesy car and/or car allowance, or any other consideration hereunder will cease as of the end of the month in which such termination occurs. In addition, Appalachian will 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 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach, subject to the following provisions:

6.2 Appalachian shall, on or before the expiration of sixty (60) days following the effective date of termination, pay Coach any Incentive Compensation already earned, but not yet paid, under the Addendum to this Agreement.

6.3 The parties recognize that a termination of this Agreement by Appalachian without cause prior to its natural expiration could cause Coach to lose certain benefits, supplemental compensation, or external compensation relating to Coach's employment at Appalachian, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

6.3.1 In the event of a termination without cause pursuant to this Section, Appalachian shall pay Coach liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of seventy-five percent (75%) of the Annual Salary that would have been owed to Coach under Section 3.1 for the contract year in which notice of termination is given; provided, however, that the liquidated damages payable pursuant to this Sub-Section 6.3.1 shall be subject to termination, as set forth in Section 6.4 below. Appalachian will make such payment to Coach in equal monthly installments (calculated by dividing the amount to be paid to Coach as set forth in this Section divided by the number of months remaining in the contract Term) over the remaining Agreement, until all payments due under this Section 6.3 have been paid in full. The foregoing notwithstanding, the liquidated damages payable pursuant to this Sub-Section 6.3.1 shall be subject to mitigation, as set forth in Section 6.4 below. If Coach is a 10-month coach



being paid over 12 months at the time of termination, Appalachian may, at its sole discretion, pay the amount of liquidated damages on an accelerated schedule. University shall notify Coach in writing of an accelerated schedule of payments.

6.3.2 The Parties agree that, pursuant to this liquidated damages provision, Appalachian will not be liable to Coach for any loss of any collateral business opportunities or any other employee benefits except as otherwise required by applicable law, perquisites, or income from any sources whatsoever that might ensue as a result of Appalachian's termination of this Agreement without cause, effective as of the date of termination. The Parties further agree that the full payment of such liquidated damages by Appalachian and acceptance thereof by Coach shall constitute 1) adequate and reasonable compensation to Coach for any damages and injuries suffered by Coach as a result of Appalachian's termination under this section; and 2) a full release of any claim relating to such termination that the Coach might otherwise assert against Appalachian, or any of its representatives, agents, or employees. The foregoing shall not be, nor be construed to be, a penalty.

6.4 Notwithstanding any other provision of this Agreement, and consistent with Coach's common law obligations, Coach agrees to mitigate Appalachian's obligation to pay liquidated damages to Coach during the Remainder Contract Year pursuant to Section 6.3.

6.4.1 Coach agrees to make every reasonable effort to seek and secure other employment at the market rate for positions comparable to Coach's new position.

6.4.2 Appalachian's obligation to pay liquidated damages pursuant to Section 6.3 of this Agreement shall cease as of the date Coach accepts new employment. Coach agrees to notify Appalachian in writing within fourteen (14) days after Coach accepts new employment.

7.1 Coach agrees that the promise to work for Appalachian for the entire term of the Agreement is essential to Appalachian. The Parties agree that the Coach has special, exceptional, and unique knowledge, skill and ability as a Coach for the Sports Team, which, in addition to the continuing acquisition of coaching experience at Appalachian, as well as Appalachian's special need for continuity in its Sports Team, render Coach's services unique. Coach therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept Women's Soccer related employment, under any circumstance, without first obtaining written permission from the Director of Athletics, such employment including, but not limited to, a Women's Soccer coach or administrator of or over a Women's Soccer program at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, or in Women's Soccer broadcasting, requiring performance of duties prior to the expiration date of the term of the Agreement or any extension thereof.

7.2 Coach agrees that Appalachian will have the right, in addition to any other rights which Appalachian 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 Appalachian harmless for its costs in any

judicial proceeding necessary or appropriate to enforcement of Appalachian's rights under this Agreement, including court costs and attorneys' fees.

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity with or without first obtaining the permission of the Director of Athletics constitutes a breach of this Agreement. In the event of such breach, Coach shall pay Appalachian liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of seventy-five percent (75%) of the Annual Salary that would have been owed to Coach under Section 3.1 of this Agreement for the contract year in which notice of termination is given. Coach will make such payment to Appalachian in equal monthly installments (calculated by dividing the amount to be paid to Appalachian as set forth in this Section divided by the number of months remaining in the contract Term) over the remaining Agreement, until all payments due under this Section 7.3 have been paid in full.

7.4 This is an agreement for personal services. The Parties recognize and agree that a termination of this Agreement by Coach prior to its natural expiration could cause Appalachian to lose its valuable investment in Coach's continued employment at Appalachian and could cause Appalachian additional damages beyond its lost investment, including, but not limited to, a possible adverse effect on recruiting. The Parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by Coach and that the liquidated damages provision of this section are not to be construed as a penalty, but as an attempt by Coach and Appalachian to establish adequate and reasonable compensation to Appalachian in the event Coach terminates this Agreement prior to its natural expiration. Therefore, the Parties have agreed on this liquidated damages provision.

#### 8.0 Termination for Death or Disability of Coach:

8.1 This Agreement shall terminate automatically if Coach dies, or if Coach becomes disabled and is unable to perform the essential functions of the job with or without a reasonable accommodation.

8.1.1 If this Agreement is terminated pursuant to this section because of Coach's death, Coach's salary and all other benefits shall terminate as of the calendar month in which the death occurs, except that Coach's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by Appalachian and due to Coach as an EHRA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.

8.1.2 In the event that Coach becomes and remains unable, in the sole judgment of the Director of Athletics, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) days because of medical illness or incapacity and Appalachian thereupon affords notice of termination, except for payment of amounts due Coach accrued hereunder prior to the date of termination and payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through Appalachian, Appalachian shall have no further liability to Coach pursuant to this Agreement. Specifically, and without



limitation, at the end of such ninety (90) day period, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through Appalachian, as well as any theretofore unreimbursed business expenses incurred by Coach in the performance of his/her duties.

#### 9.0 Restrictions on Other Employment:

In the event of a termination of this Agreement prior to its natural expiration, Coach agrees that Coach will not obtain employment as a coach with any Conference member institution for the then-remaining term of this Agreement. The Parties agree that money damages would be inadequate to remedy a breach of this covenant; therefore, Appalachian shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from violating this section.

#### 10.0 Relationship between the Parties:

The relationship between Coach and Appalachian will be determined solely by the terms and conditions of this Agreement, including, but not limited to, the EHRA Policies and all other applicable Appalachian, Department and University policies and procedures as they may be amended from time to time.

#### 11.0 Ownership of Information:

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data 1) furnished to Coach by Appalachian; or 2) developed by Coach on behalf of Appalachian or at Appalachian's direction, or for Appalachian's use or otherwise in connection with Coach's employment hereunder; are and shall remain the sole and confidential property of Appalachian. If Appalachian requests access to or the return of such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

#### 12.0 Taxes:

Coach acknowledges that, in addition to the salary provided for in this Agreement, certain benefits that Coach receives incident to this employment relationship with Appalachian may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. Coach also understands that Appalachian shall withhold taxes on amounts paid or due to Coach, and the value of benefits provided to Coach, to the extent required by applicable laws and regulations.

#### 13.0 Public Record:

Coach acknowledges and understands that, upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not be confidential and shall be considered a

public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 *et seq.*

#### 14.0 Governing Law:

This Agreement will be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of law provisions. The courts of North Carolina will be the forum for any lawsuits arising from or incident to this Agreement. The Parties agree that any rule to the effect that an agreement shall be construed against the Party drafting it shall have no application to this Agreement.

#### 15.0 Severability:

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

#### 16.0 Board of Trustees' Approval:

The Parties understand that, in accordance with a policy of the Board of Governors of the University, this Agreement will not be valid until it is approved by the Board of Trustees of Appalachian.

#### 17.0 Compensation Conditional:

Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this position is contingent upon the continued availability of funds from such other sources to support this position. The source of funding for compensation described in Sub-Sections 3.1.1, 3.1.2, 3.3, and the Addendum is Athletics Department receipts. The source of funds for compensation described in subsection 3.2 is revenue from existing or future radio, television and/or other media or marketing contracts. The effect of this contingency may apply without the additional notice of intent not to renew otherwise required by Sections III.A and III.C of The UNC Policy Manual, Policy 300.2.1; provided, you shall be informed at the earliest practicable date of the occurrence of such a funding contingency. In the event Coach's compensation is negatively impacted due to funding issues described in this Section 17.0, Appalachian will waive the liquidated damages required by Section 7.0 herein.

#### 18.0 Non-assignment:

Neither party to this Agreement will assign this Agreement as a whole, or in part, without the written consent of the other. Any attempt to do so will render this Agreement null and void. No provision of this Agreement may be construed to benefit a third party.

#### 19.0 Notices:

Whenever it will 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 will

be given or served in writing by hand delivery or certified mail, return receipt requested, addressed as follows:

*If to Appalachian:*

Mr. Douglas P. Gillin  
Director of Athletics  
Appalachian State University  
Athletics Center  
Boone, NC 28608  
Facsimile: 828-262-2556

*If to Coach:*

Aimee Haywood  
Women's Soccer Head Coach  
Appalachian State University  
Athletics Center  
Boone, NC 28608  
Facsimile: 828-262-2556

With copy to:

Office of General Counsel  
Appalachian State University  
PO Box 32126  
Boone, NC 28608

20.0 Entire Agreement:

This Agreement constitutes the full and complete agreement of the Parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the Parties unless contained herein or set forth in the form of written amendments(s) to this Agreement, executed by both Parties prior to becoming effective.

*[Signatures on the following page]*

Sincerely,

\_\_\_\_\_  
Douglas P. Gillin  
Director of Athletics

\_\_\_\_\_  
Sheri Everts  
Chancellor

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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APPROVED by the Board of Trustees of Appalachian State University at its meeting on January 18, 2022.

\_\_\_\_\_  
Kimberly M. Shepherd  
Chair, Board of Trustees  
Appalachian State University

\_\_\_\_\_  
Date

CC: Office of General Counsel  
Office of Human Resources  
Payroll

## **Addendum for Women's Soccer Head Coach**

### **Aimee Haywood - Incentive Compensation**

#### **1. Academic Performance of Women's Soccer Team (the "Sports Team")**

1.1 In years in which the Single Year Academic Progress Rate (APR) is 950 or above, Coach will receive additional compensation in the amount of One Thousand Two Hundred and Fifty Dollars (\$1,250).

1.2 In years in which the Single Year Academic Progress Rate (APR) is 985 or above, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

1.3 During each academic year, only additional compensation may be earned under either section 1.1 or 1.2, but not both.

1.4 Coach shall receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each academic year (fall and spring term combined) that the aggregate team grade point average is 3.0 or above, as determined by the Director of the Academic Support Program for Student-Athletes.

1.5 Coach shall receive additional compensation of Four Thousand Dollars (\$4,000) for each academic year (fall and spring term combined) that the aggregate team grade point average is 3.5 or above, as determined by the Director of the Academic Support Program for Student-Athletes.

1.6 During each academic year, only additional compensation may be earned under either section 1.4 or 1.5, but not both.

#### **2. Competitive Team Success**

2.1 In years in which the Sports Team wins outright or shares the regular season Conference championship, Coach will receive additional compensation in the amount of Five Thousand Dollars (\$5,000) for coaching in the games.

2.2 In years in which Coach actively coaches the Sports Team to a Conference tournament championship win, Coach will receive additional compensation in the amount of Five Thousand Dollars (\$5,000).

2.4 For each NCAA tournament game win in which Coach actively coaches, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

2.5 In years in which Coach is named the Conference Coach-of-the-Year, in addition to the compensation specified above, Coach will receive additional compensation in the amount of Five Thousand Dollars (\$5,000).

### **3. Camp/Clinic Compensation**

Coach may earn income derived from Coach's operation of camps and/or clinics on behalf of Appalachian. Such camps or clinics will be conducted using Appalachian service marks, trademarks, and other indicia, and must be operated on property owned or leased by Appalachian. Camps or clinics subject to this Section will only be allowed with the prior written approval of the Director of Athletics, and will be conducted in accordance with all applicable Appalachian policies, including those requiring the payment of fees for use, if any, of Appalachian facilities, indicia or other property. To the extent any such camp or clinic is operated through Appalachian or is otherwise under the sponsorship of Appalachian, Coach's compensation therefrom will be the net proceeds of the payment of fees by camp or clinic participants after completion of the camp or clinic, less Appalachian's expenses for facility use, administrative support, and/or sponsoring the camp or clinic. Appalachian expressly makes no guarantee of any compensation to Coach from such activities.

### **4. Compensation Subject to Withholding**

All incentive compensation paid under the provisions of this Addendum will be subject to customary and applicable deductions and withholdings, including but not limited to State and federal income tax withholdings.

### **5. Time of Payment**

All amounts owed to Coach pursuant to this Addendum shall be paid within sixty (60) days of the close of the Sport Team's season or the satisfaction of the condition stated if such condition occurs after the close of the season. If Coach is terminated (for cause or without cause) or voluntarily terminates his/her employment agreement early, Coach will only receive Incentive Compensation that was earned prior to Coach's end of employment and shall not be eligible for any Incentive Compensation after the last date of employment.

## EMPLOYMENT AGREEMENT FOR WOMEN'S VOLLEYBALL HEAD COACH

This Employment Agreement (the "Agreement") is made as of the last date signed by the Parties and approvers below, by and between Appalachian State University ("Appalachian") and Sarah Noble ("Coach") (singularly referred to as the "Party" and collectively as the "Parties"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

### 1.0 Employment:

1.1 Subject to the terms and conditions stated in this Agreement, Appalachian agrees to employ Coach as head Women's Volleyball coach at Appalachian, and Coach agrees to and accepts the terms and conditions of employment outlined in this Agreement.

1.2 Coach's employment at Appalachian will be subject to all applicable policies and procedures adopted and approved by the Board of Governors of The University of North Carolina (the "University"), the Board of Trustees and the Chancellor of Appalachian and Appalachian's Department of Athletics (the "Department"). Coach's position is classified as EHRA non-faculty and is not subject to the State Human Resources Act, North Carolina General Statutes, Chapter 126, except for articles 6, 7, 14 and 15 thereof. The employment policies contained in Chapter 300 of The UNC Policy Manual, approved by the Board of Governors of the University, and adopted as institutional policies by the Board of Trustees of Appalachian, as both may be revised from time to time (collectively, the "EHRA Policies") apply to Coach. In the event of any conflict between the terms of this Agreement and the EHRA Policies, the EHRA Policies will govern. Coach acknowledges and agrees that Coach has reviewed and understands the policies and procedures of the University found at <http://www.northcarolina.edu/apps/policy/index.php> (in particular, Policy 300.2.1, a copy of which has been provided to Coach with this Agreement) and those of Appalachian found at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual), and has been provided with a copy and has reviewed and understands those in the Appalachian Athletics Department Policies and Procedures Manual. Coach acknowledges and agrees that Coach's position is not a position eligible for tenure.

1.3 Coach will work under the immediate supervision of the Director of Athletics of Appalachian, (the "Director of Athletics") and/or the Director of Athletics' designee. The Director of Athletics and the Chancellor will evaluate Coach's performance on an annual basis and the Director of Athletics will provide Coach with an annual performance evaluation.

1.4 Coach will coach, manage and be responsible for the Volleyball team (the "Sports Team"), and perform such other duties in the intercollegiate athletics program of Appalachian as may be assigned from time to time by the Director of Athletics. Appalachian 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 Coach be assigned to any position which is not consistent with Coach's education and experience. In the event of reassignment, Appalachian will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any other sources.

1.5 Appalachian is committed to providing equal opportunity in education and employment to all applicants, students, and employees. Appalachian does not discriminate in access to its educational programs and activities, or with respect to hiring or the terms and conditions of employment, on the basis of race, color, national origin, religion, sex, gender identity and expression, political affiliation, age, disability, veteran status, genetic information or sexual orientation (the "Equal Opportunity Policy" or "EO Policy"). Appalachian actively promotes diversity among students and employees. Coach will implement the EO Policy in all recruitment, supervision and other activities with applicants, students and employees.

1.6 Appalachian is committed to providing students equal opportunities to participate in and receive the benefits of its educational and extra-curricular programs and activities. Coach will not discriminate against students on any basis prohibited by federal or State law, or University or Appalachian policies, in any activity contemplated by this Agreement.

1.7 Notwithstanding any other provision of this Agreement, Coach may seek and obtain sport-related employment without prior consent of the Director of Athletics if Coach's employment is terminated pursuant to Sub-Section 5.1.8.

## 2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on January 12, 2022 and terminating on December 31, 2025, subject to the EHRA Policies and the conditions stated herein.

## 3.0 Compensation:

3.1 Base Salary: Coach's Base Salary shall be as defined in this Section 3.1 (Annual Salary and Car).

3.1.1 Annual Salary: Annual salary: The annual salary ("Annual Salary") for the work performed in this position during the stated term is payable in approximately equal monthly installments, less customary and applicable deductions and withholdings. Subject to all necessary approvals required by University policies the total Annual Salary shall be as follows:

- i. prorated January 12, 2022 – December 31, 2022: Eighty-Eight Thousand Dollars (\$88,000);
- ii. from January 1, 2023 – December 31, 2023: Ninety Thousand Six Hundred and Forty Dollars (\$90,640);
- iii. from January 1, 2024 – December 31, 2024: Ninety-Three Thousand Three Hundred and Fifty-Nine Dollars (\$93,359); and
- iv. from January 1, 2025 – December 31, 2025: Ninety-Six Thousand One Hundred and Sixty Dollars (\$96,160).



3.1.2 Car: In addition to the annual salary, dependent upon and subject to the availability of funds of the Athletics Department and at Appalachian's sole discretion, Coach may receive either a courtesy car or a car allowance in the amount of Four Hundred Dollars (\$400) per month less customary withholding and deductions for vehicle expenses in lieu of mileage and/or rental car expenses incurred in the performance of Coach's employment responsibilities. Coach shall use the courtesy vehicle in the performance of employment responsibilities in accordance with University policies and shall obtain the appropriate automobile insurance policy at his/her own expense, to cover any family members using the courtesy vehicle. Should the Director of Athletics, or the Director's designee, determine in his/her sole discretion, that the stipend shall no longer be provided to Coach, Coach will be informed as soon as practicable. Coach agrees to notify the appropriate personnel in Athletics when he/she returns the courtesy vehicle to the dealership. The foregoing notwithstanding, in the event of termination of this Agreement pursuant to Sections 5.0, 6.0, 7.0, or 8.0, Coach or Coach's representative shall return the car to the dealership within thirty (30) days of the effective date of the termination.

3.2 Coach's compensation may be reviewed periodically, subject to any policies adopted by the Board of Trustees of Appalachian or the Board of Governors of the University. Increases in salary during the term of Coach's employment, if any, are at the sole discretion of the Director of Athletics and subject to the approval, as applicable, by the Chancellor of Appalachian, the Board of Trustees of Appalachian and/or the Board of Governors of the University. Currently, Appalachian's supplemental pay policy (the "Supplemental Pay Policy") limits supplemental income to 20% of an employee's base salary during the academic term and 38.4% during the non-academic term (i.e., the summer). A copy of the existing Supplemental Pay Policy can be found at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual). Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. The sum of the amounts described in Sub-Sections 3.1.1 constitute Coach's base salary for purposes of the Supplemental Pay Policy. Incentive compensation, if any, will be provided in accordance with the Addendum attached hereto and incorporated herein.

3.3 While actively employed, Coach will be entitled to receive all employment-related benefits that are normally available to other EHRA non-faculty employees with like appointments. Such benefits may include group family health insurance, group family life insurance, and a retirement program. Coach acknowledges that fringe benefits provided by Appalachian are subject to change from time to time by Appalachian, the University and/or the North Carolina General Assembly.

3.4 Coach may earn revenue other than as provided by this Agreement while employed by Appalachian with prior written approval of the Director of Athletics and the Chancellor. Any outside compensation opportunities are specifically subject to compliance with the "Policy on External Professional Activities for Pay" of the Board of Governors of the University (specifically, UNC Policy 300.2.2.1[R]), found at <http://www.northcarolina.edu/apps/policy/index.php>, and Appalachian's policies on external professional activities and conflicts of interest and commitment, found at [http://policy.appstate.edu/Policy\\_Manual](http://policy.appstate.edu/Policy_Manual). Coach acknowledges and agrees that Coach has reviewed and understands such policies. Additionally, such opportunities are subject to all other relevant State and federal laws concerning conflicts of interest. Such activities are independent of Coach's employment with Appalachian, and Appalachian will have no responsibility for any claims

arising therefrom. Opportunities for outside compensation will include, but are not limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, speeches, commercial endorsements, camps and clinics, except as outlined below. Subject to specific reporting requirements established by Appalachian, no external activities for pay will be allowed unless the Athletics Director has approved Coach's signed "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities.

3.5 In accordance with Appalachian policies and National Collegiate Athletic Association ("NCAA") Bylaw 11.3.2, which are incorporated herein by reference, Coach will report annually on July 1 to the Chancellor through the Director of Athletics all athletically-related income from sources outside Appalachian, including, but not limited to, income from annuities, sports camps and clinics, television and radio programs, consulting agreements, and all other athletically-related income from any source other than Appalachian. Further, Coach agrees to provide or cause to be provided to Appalachian reasonable and prompt access to all records related to such income.

3.6. Appalachian will provide you a one-time relocation allowance of Twelve Thousand Dollars (\$12,000). The relocation allowance will be paid to you in a lump-sum payment through Appalachian's payroll process. The relocation allowance is considered taxable income under Appalachian Policy 602.34, Non-Salary and Deferred Compensation, and is subject to customary and applicable deductions and withholdings. If you resign from this position within one year of the date last signed by the parties below, you shall repay Appalachian the net relocation allowance amount received within thirty (30) days of resignation notification.

3.7 Dependent upon and subject to the availability of funds of the Athletics Department, arrangements will be made by the Athletics Department for temporary housing expenses, not to exceed a total of two (2) months. Should the Director of Athletics, or the Director's designee, determine in his/her sole discretion, that the temporary housing reimbursement shall no longer be provided to you, you will be informed as soon as practicable. You agree to notify the appropriate personnel in Athletics when you no longer require temporary housing. Any payments made for temporary housing on your behalf represent taxable non-salary compensation pursuant to Appalachian State University Policy 602.34, Non-Salary and Deferred Compensation. As such, the payments will be reported as taxable income on your W-2 forms for the applicable tax year(s)

3.8. While actively employed, Coach will be entitled to annual leave in accordance with the EHRA Policies.

#### 4.0 Coach's Duties and Responsibilities:

4.1 Coach is employed by Appalachian as Head Coach of the Sports Team with all the duties, responsibilities, and obligations normally associated with such position at a university such as Appalachian. Duties will include, but not be limited to, the following:

4.1.1 Coach and oversee conduct of all activities of the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

4.1.2 Conduct himself/herself and the Sports Team in accordance with the Constitution and the Bylaws of the Sun Belt Conference (“the Conference”) and of the NCAA, all applicable State and federal laws, the University’s policies and procedures, Appalachian’s policies and procedures, and the Department’s policies and procedures, all of which as may be amended from time to time. Coach shall conduct himself/herself within the traditional high standards associated with Coach’s profession and the material failure of Coach to so comply with such standards, as reasonably determined by Appalachian, will, at the option of Appalachian, be deemed a violation of the provisions of this Agreement and may, pursuant to the terms and conditions contained in Section 5.0 herein, be determined to be grounds for disciplinary action up to and including termination of this Agreement;

4.1.3 Use Coach’s best reasonable efforts to recruit and retain only academically qualified student-athletes and promote, contribute to and encourage academic progress, in conjunction with Appalachian’s faculty and administrators, of such student-athletes toward graduation in defined degree programs;

4.1.4 Use Coach’s best reasonable efforts to ensure that student-athletes on the Sports Team conduct themselves in a sportsmanlike manner and in other ways, both on and off the field that will result in a positive image of Appalachian

4.1.5 Use Coach’s best reasonable efforts to ensure that assistant coaches, team managers, trainers, strength and conditioning coaches, support staff and other personnel who may be so assigned to work with the Sports Team from time to time, conduct themselves in a professional manner, both on and off the field that will reflect positively on Appalachian. This includes taking appropriate management measures to correct any conduct that does not adhere to the standards set by Appalachian;

4.1.6 Maintain responsibility for the fiscal and budgetary functions associated with the Sports Team under the direction of the Director of Athletics;

4.1.7 Provide a positive energy and excitement to the campus community and Appalachian’s fan base in order to increase student and fan attendance for the Sports Team;

4.1.8 Maintain a visible and positive presence with students, faculty, and staff;

4.1.9 Contribute to the positive culture of the Department by making best reasonable efforts to attend coaches’ meetings, departmental staff functions, outings, etc., as well as requiring that Coach’s staff does the same;

4.1.10 Maintain responsibility for and promote an atmosphere of compliance within the program overseen by Coach, and monitor the activities regarding compliance of all assistant coaches and other administrators who report directly or indirectly to Coach. In addition, Coach is responsible for compliance with policies of the University, Appalachian, the Department, the Conference and the NCAA. Coach stipulates that Coach’s employment may be suspended for a period of time, without pay, or terminated, if Coach is found to be responsible for a violation of NCAA Bylaw 11.1.1.1 by the NCAA Committee on Infractions.

Further, Coach will provide annual performance evaluations for all assistant coaches and staff who report to Coach, and cause annual performance evaluations to be provided to all other staff engaged in the Sports Team program;

4.1.11 Conduct recruiting activities, practices, game preparation, and coaching duties so as to develop and maintain a program of the highest quality and which competes within the Conference and the NCAA;

4.1.12 Maintain and enforce any and all disciplinary policies and drug policies of the University, Appalachian, the Department, the Sports Team, the Conference and the NCAA; and

4.1.13 Comply with such other directives that the Director of Athletics may reasonably make from time to time.

4.2 It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because Appalachian believes such student-athlete would not be an appropriate representative of Appalachian, as a disciplinary sanction under Appalachian's student conduct code, because Appalachian believes that such student-athlete is not eligible according to the rules for athletic competition specified by the Conference or the NCAA, or for similar reasons. This decision may be made either by Coach, the Director of Athletics, the Chancellor or the Chancellor's designee.

4.3 Coach will participate in weekly radio and television programs during the Women's Volleyball season, including postseason, and seek to maximize print, radio, television and/or other media coverage favorable to Appalachian.

4.4 If Coach is found to be in violation of NCAA or Conference rules and regulations, whether while employed by Appalachian or during prior employment at another NCAA member institution, Coach will be subject to disciplinary action as set forth in NCAA enforcement procedures, applicable Appalachian policies, rules or regulations, and/or as set forth in this Agreement. Such disciplinary action may include termination for cause in accordance with Section 5.0 of this Agreement.

4.5 Coach agrees to faithfully and diligently perform the duties of this position, and to devote such time, attention, and skill to the performance of those duties as necessary to perform the responsibilities of the position of Head Coach for the Sports Team. During the term of this Agreement, Coach will report to and be under the immediate supervision of the Director of Athletics and/or designees, and will regularly confer with the Director of Athletics or the Director's designee on matters concerning administrative and technical decisions. Coach agrees that Coach's willful failure to discharge any of these duties constitutes a breach of this Agreement that would allow Appalachian to terminate this Agreement "for cause" pursuant to Section 5.0, below.

*[The remainder of this page intentionally left blank]*

## 5.0 Termination for Cause:

5.1 Appalachian has the right to terminate this Agreement “for cause” in accordance with EHRA Policies. In addition to the meaning of “for cause” in University and/or Appalachian policies and procedures, the term “for cause” includes any of the following:

5.1.1 A violation of the duties set forth in this Agreement after receiving written notice from Appalachian and failing to cure such violation within ten (10) days 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 after receiving written notice from Appalachian and failing to cure such violation within ten (10) days;

5.1.3 Any conduct of Coach that constitutes moral turpitude, or which brings significant public disrespect, contempt or ridicule upon Appalachian, or material failure to follow the high moral and ethical standards commonly expected of a coach as a leading representative of the Department at Appalachian;

5.1.4 A major (Level I or Level II) violation by Coach, or knowing participation by Coach in a major violation, or similar violation resulting in the Coach being found responsible for a violation of NCAA Bylaw 11.1.1.1 by the NCAA Committee on Infractions. For purposes of this subsection, whether or not a major or similar violation has occurred shall be reasonably and in good faith determined in the discretion of Appalachian after its review of the relevant facts and circumstances, and Appalachian shall consider any such violation for purposes of termination with cause regardless of whether said violation occurred while Coach, an assistant coach or staff member was employed by Appalachian or during prior employment at another NCAA member institution;

5.1.5 Egregious misconduct of Coach, or of assistant coaches or staff of which Coach knew, had reason to know, or should have known through the exercise of reasonable diligence, and thereafter Coach failed to take reasonable steps to prevent, minimize, or report such violation, or which Coach condoned, of such a nature that offends the traditions and ethics of Appalachian, or which brings discredit to Appalachian;

5.1.6 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, as amended, including insubordination, willful failure or refusal to cooperate with others in the Department or Appalachian, serious misconduct that adversely affects morale or a supervisor’s ability to supervise in the Department or Appalachian, and other conduct that is substantively detrimental to Appalachian’s legitimate interests;

5.1.7 Failure to promptly report to Appalachian’s Title IX coordinator, any known violations of Appalachian’s Discrimination, Harassment and Retaliation Policy or Workplace Violence Policy (including but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence, and stalking) that involves any student, faculty, or staff;

5.1.8 Any serious misconduct by Coach, regardless of whether in a public or private forum, including but not limited to: (i) dishonesty; (ii) theft; (iii) misappropriation of Appalachian property; (iv) any act that will tend to degrade Coach in society or bring him/her into public disrepute, ridicule, controversy, embarrassment or scandal; (v) any act that will tend to shock, insult or offend the community or public morals or decency; (vi) injuring, abusing or endangering others; (vii) any act or thing that would lead Appalachian to reasonably believe that public association with Coach: (x) would tend to subject Appalachian to public disrepute, ridicule, controversy, embarrassment or scandal, (y) is seriously prejudicial to the best interests of Appalachian or its Sports Team, or (z) violates Appalachian's mission; or

5.1.9 Financial exigency or program curtailment or elimination as provided for in the EHRA Policies.

5.2 In the event of termination of the Coach's employment "for cause" prior to the expiration of this Agreement, all obligations of Appalachian to make further payments and/or provide any Incentive Compensation, courtesy car and/or car allowance, or any other consideration hereunder will cease as of the end of the month in which such termination occurs. In addition, Appalachian will 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 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach, subject to the following provisions:

6.2 Appalachian shall, on or before the expiration of sixty (60) days following the effective date of termination, pay Coach any Incentive Compensation already earned, but not yet paid, under the Addendum to this Agreement.

6.3 The parties recognize that a termination of this Agreement by Appalachian without cause prior to its natural expiration could cause Coach to lose certain benefits, supplemental compensation, or external compensation relating to Coach's employment at Appalachian, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

6.3.1 In the event of a termination without cause pursuant to this Section, Appalachian shall pay Coach liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of seventy-five percent (75%) of the Annual Salary that would have been owed to Coach under Section 3.1 for the contract year in which notice of termination is given; provided, however, that the liquidated damages payable pursuant to this Sub-Section 6.3.1 shall be subject to termination, as set forth in Section 6.4 below. Appalachian will make such payment to Coach in equal monthly installments (calculated by dividing the amount to be paid to Coach as set forth in this Section divided by the number of months remaining in the contract Term) over the remaining Agreement, until all payments due under this Section 6.3 have been paid in full. The foregoing notwithstanding, the liquidated damages payable pursuant to this Sub-Section 6.3.1 shall be subject to mitigation, as set forth in Section 6.4 below. If Coach is a 10-month coach



being paid over 12 months at the time of termination, Appalachian may, at its sole discretion, pay the amount of liquidated damages on an accelerated schedule. University shall notify Coach in writing of an accelerated schedule of payments.

6.3.2 The Parties agree that, pursuant to this liquidated damages provision, Appalachian will not be liable to Coach for any loss of any collateral business opportunities or any other employee benefits except as otherwise required by applicable law, perquisites, or income from any sources whatsoever that might ensue as a result of Appalachian's termination of this Agreement without cause, effective as of the date of termination. The Parties further agree that the full payment of such liquidated damages by Appalachian and acceptance thereof by Coach shall constitute 1) adequate and reasonable compensation to Coach for any damages and injuries suffered by Coach as a result of Appalachian's termination under this section; and 2) a full release of any claim relating to such termination that the Coach might otherwise assert against Appalachian, or any of its representatives, agents, or employees. The foregoing shall not be, nor be construed to be, a penalty.

6.4 Notwithstanding any other provision of this Agreement, and consistent with Coach's common law obligations, Coach agrees to mitigate Appalachian's obligation to pay liquidated damages to Coach during the Remainder Contract Year pursuant to Section 6.3.

6.4.1 Coach agrees to make every reasonable effort to seek and secure other employment at the market rate for positions comparable to Coach's new position.

6.4.2 Appalachian's obligation to pay liquidated damages pursuant to Section 6.3 of this Agreement shall cease as of the date Coach accepts new employment. Coach agrees to notify Appalachian in writing within fourteen (14) days after Coach accepts new employment.

7.1 Coach agrees that the promise to work for Appalachian for the entire term of the Agreement is essential to Appalachian. The Parties agree that the Coach has special, exceptional, and unique knowledge, skill and ability as a Coach for the Sports Team, which, in addition to the continuing acquisition of coaching experience at Appalachian, as well as Appalachian's special need for continuity in its Sports Team, render Coach's services unique. Coach therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept Women's Volleyball related employment, under any circumstance, without first obtaining written permission from the Director of Athletics, such employment including, but not limited to, a Women's Volleyball coach or administrator of or over a Women's Volleyball program at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, or in Women's Volleyball broadcasting, requiring performance of duties prior to the expiration date of the term of the Agreement or any extension thereof.

7.2 Coach agrees that Appalachian will have the right, in addition to any other rights which Appalachian 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 Appalachian harmless for its costs in any

judicial proceeding necessary or appropriate to enforcement of Appalachian's rights under this Agreement, including court costs and attorneys' fees.

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity with or without first obtaining the permission of the Director of Athletics constitutes a breach of this Agreement. In the event of such breach, Coach shall pay Appalachian liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of seventy-five percent (75%) of the Annual Salary that would have been owed to Coach under Section 3.1 of this Agreement for the contract year in which notice of termination is given. Coach will make such payment to Appalachian in equal monthly installments (calculated by dividing the amount to be paid to Appalachian as set forth in this Section divided by the number of months remaining in the contract Term) over the remaining Agreement, until all payments due under this Section 7.3 have been paid in full.

7.4 This is an agreement for personal services. The Parties recognize and agree that a termination of this Agreement by Coach prior to its natural expiration could cause Appalachian to lose its valuable investment in Coach's continued employment at Appalachian and could cause Appalachian additional damages beyond its lost investment, including, but not limited to, a possible adverse effect on recruiting. The Parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by Coach and that the liquidated damages provision of this section are not to be construed as a penalty, but as an attempt by Coach and Appalachian to establish adequate and reasonable compensation to Appalachian in the event Coach terminates this Agreement prior to its natural expiration. Therefore, the Parties have agreed on this liquidated damages provision.

#### 8.0 Termination for Death or Disability of Coach:

8.1 This Agreement shall terminate automatically if Coach dies, or if Coach becomes disabled and is unable to perform the essential functions of the job with or without a reasonable accommodation.

8.1.1 If this Agreement is terminated pursuant to this section because of Coach's death, Coach's salary and all other benefits shall terminate as of the calendar month in which the death occurs, except that Coach's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by Appalachian and due to Coach as an EHRA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.

8.1.2 In the event that Coach becomes and remains unable, in the sole judgment of the Director of Athletics, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) days because of medical illness or incapacity and Appalachian thereupon affords notice of termination, except for payment of amounts due Coach accrued hereunder prior to the date of termination and payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through Appalachian, Appalachian shall have no further liability to Coach pursuant to this Agreement. Specifically, and without



limitation, at the end of such ninety (90) day period, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through Appalachian, as well as any theretofore unreimbursed business expenses incurred by Coach in the performance of his/her duties.

#### 9.0 Restrictions on Other Employment:

In the event of a termination of this Agreement prior to its natural expiration, Coach agrees that Coach will not obtain employment as a coach with any Conference member institution for the then-remaining term of this Agreement. The Parties agree that money damages would be inadequate to remedy a breach of this covenant; therefore, Appalachian shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from violating this section.

#### 10.0 Relationship between the Parties:

The relationship between Coach and Appalachian will be determined solely by the terms and conditions of this Agreement, including, but not limited to, the EHRA Policies and all other applicable Appalachian, Department and University policies and procedures as they may be amended from time to time.

#### 11.0 Ownership of Information:

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data 1) furnished to Coach by Appalachian; or 2) developed by Coach on behalf of Appalachian or at Appalachian's direction, or for Appalachian's use or otherwise in connection with Coach's employment hereunder; are and shall remain the sole and confidential property of Appalachian. If Appalachian requests access to or the return of such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

#### 12.0 Taxes:

Coach acknowledges that, in addition to the salary provided for in this Agreement, certain benefits that Coach receives incident to this employment relationship with Appalachian may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. Coach also understands that Appalachian shall withhold taxes on amounts paid or due to Coach, and the value of benefits provided to Coach, to the extent required by applicable laws and regulations.

#### 13.0 Public Record:

Coach acknowledges and understands that, upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not be confidential and shall be considered a

public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 *et seq.*

#### 14.0 Governing Law:

This Agreement will be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of law provisions. The courts of North Carolina will be the forum for any lawsuits arising from or incident to this Agreement. The Parties agree that any rule to the effect that an agreement shall be construed against the Party drafting it shall have no application to this Agreement.

#### 15.0 Severability:

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

#### 16.0 Board of Trustees' Approval:

The Parties understand that, in accordance with a policy of the Board of Governors of the University, this Agreement will not be valid until it is approved by the Board of Trustees of Appalachian.

#### 17.0 Compensation Conditional:

Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this position is contingent upon the continued availability of funds from such other sources to support this position. The source of funding for compensation described in Sub-Sections 3.1.1, 3.1.2, 3.3, and the Addendum is Athletics Department receipts. The source of funds for compensation described in subsection 3.2 is revenue from existing or future radio, television and/or other media or marketing contracts. The effect of this contingency may apply without the additional notice of intent not to renew otherwise required by Sections III.A and III.C of The UNC Policy Manual, Policy 300.2.1; provided, you shall be informed at the earliest practicable date of the occurrence of such a funding contingency. In the event Coach's compensation is negatively impacted due to funding issues described in this Section 17.0, Appalachian will waive the liquidated damages required by Section 7.0 herein.

#### 18.0 Non-assignment:

Neither party to this Agreement will assign this Agreement as a whole, or in part, without the written consent of the other. Any attempt to do so will render this Agreement null and void. No provision of this Agreement may be construed to benefit a third party.

#### 19.0 Notices:

Whenever it will 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 will

be given or served in writing by hand delivery or certified mail, return receipt requested, addressed as follows:

*If to Appalachian:*

Mr. Douglas P. Gillin  
Director of Athletics  
Appalachian State University  
Athletics Center  
Boone, NC 28608  
Facsimile: 828-262-2556

*If to Coach:*

Sarah Noble  
Women's Volleyball Head Coach  
Appalachian State University  
Athletics Center  
Boone, NC 28608  
Facsimile: 828-262-2556

With copy to:

Office of General Counsel  
Appalachian State University  
PO Box 32126  
Boone, NC 28608

20.0 Entire Agreement:

This Agreement constitutes the full and complete agreement of the Parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the Parties unless contained herein or set forth in the form of written amendments(s) to this Agreement, executed by both Parties prior to becoming effective.

*[Signatures on the following page]*

Sincerely,

\_\_\_\_\_  
Douglas P. Gillin  
Director of Athletics

\_\_\_\_\_  
Sheri Everts  
Chancellor

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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APPROVED by the Board of Trustees of Appalachian State University at its meeting on January 18, 2022.

\_\_\_\_\_  
Kimberly M. Shepherd  
Chair, Board of Trustees  
Appalachian State University

\_\_\_\_\_  
Date

CC: Office of General Counsel  
Office of Human Resources  
Payroll

## **Addendum for Women's Volleyball Head Coach**

### **Sarah Noble - Incentive Compensation**

#### **1. Academic Performance of Women's Volleyball Team (the "Sports Team")**

1.1 Coach shall receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each academic year (fall and spring term combined) that the aggregate team grade point average is 3.0 or above, as determined by the Director of the Academic Support Program for Student-Athletes.

1.2 Coach shall receive additional compensation of Four Thousand Dollars (\$4,000) for each academic year (fall and spring term combined) that the aggregate team grade point average is 3.5 or above, as determined by the Director of the Academic Support Program for Student-Athletes.

1.3 During each academic year, only additional compensation may be earned under either section 1.1 or 1.2, but not both.

#### **2. Competitive Team Success**

2.1 In years in which the Sports Team wins outright or shares the regular season Conference championship, Coach will receive additional compensation in the amount of Five Thousand Dollars (\$5,000) for coaching in the games.

2.2 In years in which Coach actively coaches the Sports Team to a Conference tournament championship win, Coach will receive additional compensation in the amount of Five Thousand Dollars (\$5,000).

2.4 For each NCAA tournament game win in which Coach actively coaches, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

2.5 In years in which Coach is named the Conference Coach-of-the-Year, in addition to the compensation specified above, Coach will receive additional compensation in the amount of Five Thousand Dollars (\$5,000).

#### **3. Camp/Clinic Compensation**

Coach may earn income derived from Coach's operation of camps and/or clinics on behalf of Appalachian. Such camps or clinics will be conducted using Appalachian service marks, trademarks, and other indicia, and must be operated on property owned or leased by Appalachian. Camps or clinics subject to this Section will only be allowed with the prior written approval of the Director of Athletics, and will be conducted in accordance with all applicable Appalachian policies, including those requiring the payment of fees for use, if any, of Appalachian facilities, indicia or other property. To the extent any such camp or clinic is operated through Appalachian or is otherwise under the sponsorship of Appalachian, Coach's compensation therefrom will be the net proceeds of the payment of fees by camp or clinic

participants after completion of the camp or clinic, less Appalachian's expenses for facility use, administrative support, and/or sponsoring the camp or clinic. Appalachian expressly makes no guarantee of any compensation to Coach from such activities.

**4. Compensation Subject to Withholding**

All incentive compensation paid under the provisions of this Addendum will be subject to customary and applicable deductions and withholdings, including but not limited to State and federal income tax withholdings.

**5. Time of Payment**

All amounts owed to Coach pursuant to this Addendum shall be paid within sixty (60) days of the close of the Sport Team's season or the satisfaction of the condition stated if such condition occurs after the close of the season. If Coach is terminated (for cause or without cause) or voluntarily terminates his/her employment agreement early, Coach will only receive Incentive Compensation that was earned prior to Coach's end of employment and shall not be eligible for any Incentive Compensation after the last date of employment.

**RESOLUTION TO ALLOW IN-STATE TUITION  
FOR RECIPIENTS OF FULL ATHLETIC SCHOLARSHIPS**

**WHEREAS**, the Board of Trustees of Appalachian State University (the “Board of Trustees”) is generally responsible for overseeing the administration of all scholarships and other forms of financial aid granted to Appalachian State University students, pursuant to The UNC Policy Manual, Chapter 100.1 - The Code, Appendix 1, Section X. Student Financial Aid; and

**WHEREAS**, N.C. Gen. Stat. § 116-143.6 previously permitted each constituent institution of The University of North Carolina allow any out-of-state undergraduate student who received a non-athletic full scholarship from that institution to be treated as a North Carolina resident for tuition rate purposes, upon approval by that institution’s board of trustees; and

**WHEREAS**, Session Law 2021-180 (Senate Bill 105), which was made effective July 1, 2021 and ratified on November 18, 2021, modified N.C. Gen. Stat. § 116-143.6 to allow any out-of-state undergraduate student-athlete who receives a full athletic scholarship from a constituent institution to also be treated as a North Carolina resident for tuition purposes, upon approval by that institution’s board of trustees; and

**WHEREAS**, this Board of Trustees desires to grant its approval to allow out-of-state student-athletes who receive a full athletic scholarship to pay in-state rates for tuition at Appalachian, in accordance with the provisions of Session Law 2021-180.

**NOW THEREFORE**, the Appalachian State University Board of Trustees hereby adopts this resolution granting its approval for Appalachian to consider as residents of North Carolina all undergraduate students who receive full scholarships, including full athletic scholarships, to Appalachian, to become effective upon the date, and in the sole discretion, deemed most practicable by the Chancellor.

**ADOPTED AND APPROVED** this 18<sup>th</sup> day of January, 2022.

**THE APPALACHIAN STATE UNIVERSITY  
BOARD OF TRUSTEES**

\_\_\_\_\_  
Chair, Board of Trustees (signature)

\_\_\_\_\_  
Secretary, Board of Trustees (signature)

Distinguished Professor of Early Child Literacy  
Reich College of Education  
Appalachian State University

January 18, 2022

In 2021, the Spangler Foundation pledged \$2,000,000 to the Appalachian State University Foundation, Inc. in support of a distinguished professorship in the Reich College of Education in early childhood literacy. The intent of the gift was to ensure reading proficiency in children in North Carolina through the recruitment of a nationally recognized scholar who would teach and provide leadership in the training of new teachers, the support of in-service teachers, and the preparation of future literacy faculty. This plan was completed in concert with UNC Policy 600.2.3 regarding the Distinguished Professor Endowment Trust Fund.

Professorship Responsibilities/Terms:

1. The Distinguished Professor of Early Child Literacy will be a single position within the Department of Reading Education and Special Education in the Reich College of Education.
2. The annual income from the endowment will be used to provide a salary supplement and to support the work of the appointee in addressing early childhood literacy. When a match is available from the Distinguished Professors Endowment Trust Fund, it will be added to the initial endowment to further the purposes of this plan.
3. The Distinguished Professor will be assigned to the Reich College of Education for the purpose of establishing scalable programs to ensure the preparation of teacher candidates in evidence-based practices in reading instruction as defined by state statute (G.S. 115C-83.3) and the UNC System Literacy Framework ("evidence-based practices"), to expand continuing support for teachers of reading, and to prepare future faculty to assume positions in early literacy in colleges of education.
4. The appointee will teach in the Reich College's teacher preparation programs and conduct research in early literacy to advance the field and establish a strong presence for the Reich College in the state and nation as a leader in reading instruction.
5. In alignment with North Carolina's goals for early literacy, the Distinguished Professor will work with school leaders in university/school partnerships to design and deliver high quality professional development for in-service teachers that will significantly enhance the capacity of schools to employ evidence-based practices in reading instruction.
6. The appointee will be expected to engage in collaboration with other educator preparation programs as a community of literacy champions to share effective, evidence-based literacy practices for teacher candidates across the state.
7. The appointee will be at the rank of either an Associate or Full Professor and shall possess an exceptional record of teaching and research. In accordance with the *Rules and Regulations for the Distinguished Professors Endowment Trust Fund*, Full Professors will hold the title of Distinguished Professor and Associate Professors will hold the title of Distinguished Scholar.
8. The initial appointment will be for a period of up to five years and will be renewable based on fulfilling the performance expectations of the professorship.



### Selection:

A national search for an individual to hold this distinguished professorship will be conducted in accordance with the appointment and tenure policies of the Appalachian State University. External and internal candidates may be considered. The person selected shall have experience and credentials as a teacher and scholar commensurate with the rank of associate or full professor with tenure in the Reich College of Education. The rank and title will be decided at the time of appointment and will be dependent on the qualifications of the appointee.

A search committee and the department chairperson shall submit separate recommendations to the Dean of the Reich College of Education. The Dean may accept the recommendation of the committee and/or chairperson or may recommend a different candidate to the Provost for appointment to the position.

The Provost will submit an independent recommendation to the Chancellor. Final approval of the appointment is made by the Board of Trustees upon the Chancellor's recommendation.

### Benefits to the University:

- Develop scalable programs to ensure the preparation of teacher candidates in evidence-based practices in reading instruction.
- Expand continuing support for teachers of reading.
- Prepare future faculty to assume positions in early literacy in colleges of education.
- Teach and conduct research in the university's educator preparation programs to advance the field and establish a strong presence for the Reich College of Education in the state and nation as a leader in reading instruction.
- Design and deliver high quality professional development for in-service/career teachers that will significantly enhance the capacity of schools to employ evidence-based practices in reading instruction.
- Engage in, and enhance collaboration with other educator preparation programs in North Carolina as a community of literacy champions to share effective, evidence-based literacy practices for teacher candidates and practicing teachers across the state.
- Enhance grant/research capacity for evidence-based practices in literacy instruction through independent and network programs/projects.