

Dr. Hazo W. Carter, Jr.  
President  
West Virginia State University  
P.O. Box 399  
Institute, WV 25112

Dear President Carter:

On behalf of the West Virginia State University Board of Governors, I am pleased to provide you with this letter of appointment as President of the University. The terms and conditions, subject to the approval of the West Virginia Higher Education Policy Commission, are as follows:

1. Your state-funded salary will be set at the annualized rate of \$166,244, effective July 1, 2009. In addition, you are entitled to receive the annual experience increment available to all staff employees as provided by statute.
2. Your health and life insurance will be provided through the West Virginia Public Employees Insurance Agency (PEIA), and you are eligible to participate in the retirement plan(s) available to all West Virginia higher education employees.
3. You are authorized to incur travel, hospitality and other reasonable expenses as necessary in the performance of your duties, for which you may be reimbursed by University funds in accordance with prevailing laws and regulations. You will be assigned a state vehicle for official use from this institution (unlimited use subject to institutional accounting standards).
4. You are responsible to the Board of Governors, or its successor, and you report directly to the Board.
5. You and your spouse are authorized to accept air service and other means of transportation from the West Virginia State University Foundation for University related travel, including institutional advancement and representation at meetings or events in which the University may have an interest. You are further authorized to accept a Presidential discretionary account in such amount as may be determined by the Foundation and/or any comparable 501(c)3 corporation approved by the Board Chair, which funds may be expended for any University related purpose, including business entertainment, institutional advancement and representation, and for discretionary assistance such as aid to students and similar purposes, but shall not be used for, or considered as, a salary supplement. You may also accept organizational memberships provided by the Foundation and/or any comparable 501(c)3 corporation approved by the Board Chair, subject to such restrictions as may be in policies adopted by the West Virginia Higher Education Policy Commission and/or the Board of Governors. The Board of Governors shall have no responsibility for continuing

the discretionary account(s) or any other discretionary support should the Foundation and/or other 501(c)3 corporation cease doing so.

6. Annual leave and sick leave accrues for you at the rates provided for in the prevailing rules and policies of the West Virginia Higher Education Policy Commission and the Board of Governors, and you are authorized to accumulate up to twice your annual accrual of annual leave.
7. This appointment is made exclusively at the will and pleasure of the Board. Your service in this position or termination from it is at the will and pleasure of the Board, or its successor. Should you elect to resign from the position of President, the Board expects at least 60 days notice before your last day in the office.
8. Your duties and responsibilities as President are identified in the rules of the West Virginia Higher Education Policy Commission, as well as the Bylaws and Policies of this Board, together with applicable state laws. You are also expected to comply with and enforce all federal and state laws, rules, and regulations attendant to your position as President, as well as the directives, policies, procedures, and rules of the West Virginia Higher Education Policy Commission and the Board of Governors. It is the responsibility of the Executive Committee to monitor and evaluate the performance of the President on a yearly basis. In addition, your performance will be formally evaluated every three years through the process specified in the rules of the West Virginia Higher Education Policy Commission and Chapter 18B of the Code of West Virginia.
9. You are required to comply with the West Virginia Ethics Act at all times during your service as President, taking careful regard for provisions of the Act regarding conflicts of interest and use of public office for personal gain.
10. You may not accept any salary supplements or deferred compensation from foundations and/or any other source intended to compensate you for performing the duties of President of University, except as set out in this letter. You may receive remuneration for serving on the board of directors of a public or private corporate or associational body, provided that such service does not interfere with your primary job responsibilities or violate any provision of the Ethics Act, and provided further that the total compensation each year does not exceed thirty percent of your annual state-funded salary. Any funds accepted from foundations, corporations, or other organizations must be approved in advance by the Executive Committee of the Board.
11. The Board of Governors recognizes that the spouse of the institutional President is often called upon to devote substantial time and energy to activities which benefit the University. Your spouse is hereby authorized to serve when called upon as a representative of the institution and to use facilities and other resources of the institution in the same manner as an employee when involved in such activity.
12. Notwithstanding the provisions of paragraph 7 herein, the Board commits to employ you as President, or in some other capacity, in a position to be


determined by it, at the Presidential salary provided for herein, for a term ending on June 30 2014, and any extension of such term subsequently agreed to in writing, unless you (a) voluntarily resign or retire, or (b) unless you are terminated "for cause." *Provided*, that for these purposes, "cause" shall include any act of malfeasance or misfeasance and may include acts of commission or omission, or acts in contravention of the policies or directives of the Board, its designees, the University, or this agreement, or acts of moral turpitude. If you are terminated for cause, either during your appointment as President or during any reassignment pursuant to the terms of this section (and whether for conduct during the term as President or during the term of reassignment), such termination will be without recourse to any further salary or employment under the terms of this section of this agreement.

13. As a condition of employment as President and for the convenience of your employer, you and your family are required to reside in your institution's President's Residence, with the understanding that the house will be used for official functions. The University will be responsible for expenses associated with the President's Residence, including maintenance, utilities, taxes, insurance, domestic help, and decoration.

Your signature below will signify acceptance of this offer of appointment.

Cordially,

West Virginia State University Board of Governors

By:   
Chairman of the Board

August 20, 2009  
Date

  
President

August 20, 2009  
Date