

RECEIVED

ADDENDUM TO 2009 CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made as of this 23rd day of December, 2011, by and between, the Board of Governors of West Virginia State University and Dr. Hazo W. Carter, Jr., subject to later approval or disapproval by the West Virginia Higher Education Policy Commission, for the purpose of amending that certain contract of employment signed by said parties and dated August 20, 2009, only as follows:

1. On July 1, 2012, Dr. Carter will end his service as President under paragraphs 3,5 and 8 of the contract and continue employment by the University Board of Governors ("the Board") for the remainder of the contract employment term, through no later than June 30, 2014, on the salary and benefits terms provided in the contract for that employment, but with no special expenses, benefits or emoluments of the position of President. The period July 1, 2012 to June 30, 2014 is herein referred to generally as the employment term.
2. On July 1, 2012, Dr. Carter will assume the honorary title of "President Emeritus of West Virginia State University," presumably for the term of his lifetime, to be granted and with periodic reviews by the Board of Governors, subject to revocation by the Board at its will and pleasure if determined to be in the best interest of the University and its missions. The lifetime title is not consideration for the changes of the contract provided for in this addendum. The title can be ended either by Dr. Carter's election to withdraw or the Board's action which is agreed shall be taken only if determined to be in the best interest of the University and its missions. The title carries with it no salary, benefits or administrative support unless agreed to in advance from time to time by the Board for specific activities for the University, at its will and pleasure.
3. From July 1, 2012 to June 30, 2014, Dr. Carter's executive employment services for the University shall be as determined by the Board from time to time, with it agreed that Dr. Carter's work shall include, but not be limited to, successful fund raising activities as a member of the fund raising team primarily for the \$12.5 million public campaign, under the auspices of its steering committee, and all in harmony with the Foundation, the Board, the University President whether full time or interim, and alumni associations, all while serving as a good will ambassador as President Emeritus for the University's traditions and heritage and its future successes in all of its missions. He may also teach classes for the University as determined in cooperation with the Board. He will report to the Board Chair and the Board and be evaluated by the Board annually during that 2 year term and as otherwise required by rules and regulations of the Higher Education Policy Commission.
4. With the end of the benefits of the position of President on June 30, 2012, it is agreed use, occupancy and benefit of the Presidential Home will end by that date, for which time is of the essence, as well as the rights to discretionary funds, special rights to travel and travel expenses and extra leave allowances as set forth in the contract. Employee benefits will accrue and be paid at the rates and eligibility of other full time

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- state employees. Travel costs will be approved in advance by the financial authority expected to pay for the travel, likely as part of the fund raising activities of the Foundation and or campaign steering committee. Specifically, annual leave and sick leave will be at usual rates for other state employees. Services and expenses of Dr. Carter's spouse will not be required or need to be compensated. Dr. Carter's work and honorary services at all times will be subject to all rules and regulations of the Higher Education Policy Commission, the State Ethics Commission and other regulatory bodies and will be subject to annual reviews and evaluations as may be required of University Presidents by the Higher Education Policy Commission or the Board of Governors.
5. For the best interest of the University, as honorary President Emeritus at all times during and after the employment term, Dr. Carter would refrain from scheduled publicity and advertisements including announcements on policy or other matters which would not reflect well on the University mission or which may challenge its policy or the actions of public servants who are working with the University in its role as a state institution. The employment role would be as a confidential executive employee supporting the policy making of the University. Dr. Carter would not serve in any capacity for a competing institution, and he would serve on Boards and Commissions in the role as President Emeritus, as may be appropriate for the honorary title, all as shall be in the best interest of the University. Employment for any other entity than the University, during the employment term, would require prior approval by the Board and could result in agreed to appropriate reductions in salary and benefits for substantial work which may take Dr. Carter from full time work for the University.
 6. During the employment term, the Board of Governors will cause the University to provide Dr. Carter with office space on or off main campus as it elects to be effective for the work of the University and especially for work near and with donors, along with usual employee office equipment and secretarial support. A home office allowance will be provided if a home office is used in fact and the amount of the allowance will not exceed the sum of \$500.00 per month. Dr. Carter would be responsible for any taxes due for any such allowance and other salary or benefits which may arise on account of taxpayer liabilities therefor.
 7. This is the entire amendment of the parties to the contract, and it will be construed in accordance with laws of West Virginia. It will be amended only in writing signed by the parties and approved by the Higher Education Policy Commission. Any conflict in the language of the contract and the language of this addendum shall be resolved in favor of the language and any specific agreements set forth in this addendum.
 8. It is understood and agreed that integral to this agreement is the joint and continuing commitment of the Board of Governors and Dr. Hazo W. Carter, Jr. to work together, to be

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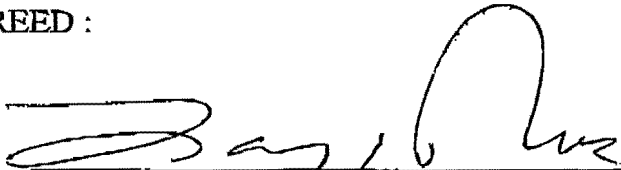
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fair and cooperative, and to use their best efforts to further the long term and short term interests of the University, while respecting and honoring the 24 years of public service of Dr. Carter as its President and fulfilling properly the ongoing duties of the Board to

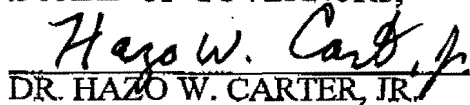
preserve and cause the University to move ever forward in all its missions for generations to come.

9. The Higher Education Policy Commission shall approve this addendum to the contract in order for it to become effective. The contract will continue in full force and effect until this or any other addendum is finally approved.

AGREED :


Date 12-23-11

LARRY L. ROWE, CHAIR
WEST VIRGINIA STATE UNIVERSITY
BOARD OF GOVERNORS,


Date 12-30-11
DR. HAZO W. CARTER, JR.