



Minutes Requiring Board Approval

Friday, November 22, 2019
Main Campus Student Center

- I. September 13, 2019 Board of Trustees meeting minutes
- II. October 29, 2019 Board of Trustees meeting minutes

Vern Davenport, Chair, Presiding

**ECU Board of Trustees
September 13, 2019
Main Campus Student Center**

MINUTES

The Board of Trustees met in regular session in Ballroom A of the Main Campus Student Center on the campus of East Carolina University in Greenville, NC. Chair Vern Davenport called the meeting to order.

Mr. Davenport called on Secretary Vince Smith to lead the convocation.

Mr. Davenport called on Cadet Kathryn Conrad, a sophomore nursing student from Richlands, and Cadet Alex Mutascio, a sophomore nursing student from Richmond, VA to lead the Pledge of Allegiance.

ROLL CALL

Mr. Davenport called on Secretary Vince Smith to call the roll. A quorum was established.

Members Present

Vern Davenport
Leigh Fanning
Thomas Furr
Colin Johnson
Max Joyner, Jr.
Phillip Lewis
Fielding Miller
Robert Moore
Angela Moss
Bob Plybon
Jason Poole
Jim Segrave
Vince Smith

Members Absent

READING OF ETHICS STATEMENT

In compliance with the State Government Ethics Act, Mr. Davenport read the conflict of interest statement and asked if anyone had a conflict of interest to disclose. No conflicts were identified.

APPROVAL OF MINUTES

Mr. Davenport asked for a motion to approve the minutes from the July 12, 2019 regular meeting, and the special called meeting on August 1, 2019. The motion was approved and seconded without discussion.

UNIVERSITY REPORTS

REPORT FROM THE INTERIM CHANCELLOR

Interim Chancellor Dan Gerlach provided the board with a brief update about enrollment and the ongoing work on budget issues on campus.

REPORT FROM THE BOARD OF GOVERNORS

Governor Tom Fetzter provided his report via phone. Governor Fetzter mentioned campus issues that are concerning to the Board of Governors: financials, enrollment progress, and the future of ECU's relationship with Vidant.

REPORT FROM THE STUDENT GOVERNMENT ASSOCIATION

Colin Johnson, President of the Student Body, brought an update from the Student Government Association. A summary of his update is listed as "Attachment A."

REPORT FROM THE FACULTY SENATE

Crystal Chambers, Vice Chair of the Faculty Senate, brought an update from the Faculty Senate. A full text version of her update is listed as “Attachment B.”

REPORT FROM THE STAFF SENATE

Michelle Bone, Chair of the Staff Senate, brought an update from the Staff Senate. A full text version of her update is listed as “Attachment C.”

REPORT FROM THE BOARD OF VISITORS

John Cooper, Chair of the Board of Visitors, brought an update on behalf of the Board of Visitors. At the August meeting, Board of Visitors members agreed to create an administrative committee. The first task of the administrative committee is to review the bylaws of the group. Members are also committed to keeping talking points consistent with the Board of Trustees agenda.

COMMITTEE REPORTS

ATHLETICS AND ADVANCEMENT COMMITTEE

Mr. Fielding Miller, Chair of the Athletics & Advancement Committee gave the report from the committee. A summary of the report is listed as “Attachment D.”

Mr. Miller had an item requiring board attention.

Mr. Miller moved that the Athletics & Advancement Committee recommend to the full board for formal election the following members to the Endowment Fund Board: Ms. Lynn Lane for a one-year term ending on June 30, 2010 to fill a vacancy, and Mr. Matt Slate for a

three-year term ending on June 30, 2022. The motion was seconded and approved without discussion.

AUDIT, RISK MANAGEMENT, COMPLIANCE AND ETHICS COMMITTEE

Mr. Vince Smith, Chair of the Audit, Risk Management, Compliance and Ethics committee gave the report from the committee. A summary of the report is listed as “Attachment E.”

FINANCE AND FACILITIES COMMITTEE

Mr. Bob Plybon, Chair of the Finance and Facilities Committee gave the report from the committee. A summary of the report is listed as “Attachment F.”

Mr. Plybon had an item requiring board attention. Mr. Plybon moved that the board approve the ECU Physicians lease renewal, office/clinical space located at 108 Fire Tower Road, Suites A, B and C from Wainwright Holdings, LLC as presented in board materials. The motion was seconded and approved without discussion. This item is listed as “Attachment G.”

UNIVERSITY AFFAIRS

Mr. Max Joyner, Jr., Chair of the University Affairs committee, provided a report on behalf of the University Affairs committee. A summary of the report is listed as “Attachment H.”

ADVOCACY AD HOC COMMITTEE

Mr. Vince Smith, Chair of the Advocacy Ad Hoc Committee, provided a report on behalf of the committee. A summary of the report is listed as “Attachment I.”

RESEARCH AND ECONOMIC DEVELOPMENT ADHOC COMMITTEE

Mr. Max Joyner, chair of the Research and Economic Development Ad Hoc Committee, provided a report on behalf of the committee. A summary of the report is listed as “Attachment J.”

Mr. Joyner had an item requiring board attention. Mr. Joyner moved that the board approve the request for name change from the Entrepreneurship Center to the Small Business Resource Center as presented in board materials. The motion was seconded and approved without discussion. A summary of the report is listed as “Attachment K.”

HEALTH SCIENCES COMMITTEE

Mr. Tom Furr, Chair of the Health Sciences Committee, provided a report on behalf of the Health Sciences committee. A summary of the report is listed as “Attachment L.”

CLOSED SESSION

Mr. Johnson moved that the board go into closed session to:

- prevent the disclosure of confidential information under N.C. General Statutes §126-22 to §126-30 (personnel information); and the federal Family Educational Rights and Privacy Act;
- to consider the qualifications, competence, performance, character, fitness, or conditions of appointment of one or more prospective and/or current employees and/or to hear or investigate a complaint, charge, or grievance by or against one or more employees;
- to prevent the premature disclosure of an honorary degrees, honors, prizes or similar awards, and to consult with an attorney to preserve the attorney-client privilege.

The motion was seconded and approved unanimously.

RESUMPTION OF OPEN SESSION

Upon resumption of open session, Chairman Davenport called for any motions that were a result of closed session discussions.

Mr. Fielding Miller moved that the board approve the naming proposals for Boone, Schwarzmann, and Little as presented in board materials. The motion was seconded and passed without discussion. A copy of each is listed as “Attachment M.”

Mr. Miller moved that the board approve the renaming of the Small Business Resource Center to the Crisp Small Business Resource Center. The motion was seconded and passed without discussion. A copy of the renaming proposal is listed as “Attachment N.”

Mr. Miller moved the board approve the employment agreement for Ms. Kim McNeill, Women’s Basketball Coach, as presented in board materials. The motion was seconded and passed without discussion. A copy of the agreement is listed as “Attachment O.”

Mr. Miller moved that the board approve the non-salary compensation for Athletics Staff as presented in board materials. The motion was seconded and passed without discussion. A copy is listed as “Attachment P.”

Mr. Tom Furr moved move that the board approve the incentive payments for non-clinical faculty in the Brody School of Medicine as presented in board materials. The motion was seconded and passed without discussion. A copy is listed as “Attachment Q.”

Mr. Furr moved that the board approve the incentive payments from the School of Dental Medicine as presented in board materials. The motion was seconded and passed without discussion. A copy is listed as “Attachment R.”

Mr. Furr moved that the board approve the appointment with tenure for Dr. John Fallon in the Brody School of Medicine as presented in board materials. The motion was seconded and passed without discussion. A copy is listed as “Attachment S.”

Mr. Furr moved that the board approve the appointment with tenure for Dr. Azeez Aileru in the School of Dental Medicine as presented in board materials. The motion was seconded and passed without discussion. A copy is listed as “Attachment T.”

Mr. Max Joyner moved that the board approve the request for non-salary compensation for the ECU Tuscany staff as presented in board materials. The motion was seconded and passed without discussion. A copy is listed as “Attachment U.”

UNFINISHED BUSINESS

No unfinished business.

NEW BUSINESS

Mr. Davenport opened a discussion related to the proposed bylaw revisions. A copy of the proposed revisions were provided to the board by email and USPS seven days in advance in accordance with ECU Board of Trustees bylaws. The board discussed proposed bylaw revisions.

Following discussion, Mr. Davenport asked for a motion to approve the bylaw revisions as presented, minus the following sections: 102, 304(A), 304(B), 304(C), 401(B). Mr. Johnson made that motion and the motion was passed without further discussion.

At this time, each section that was pulled out for consideration individually.

Mr. Johnson moved to reject the proposed language 401(B) as presented in board materials. The motion was seconded and passed without further discussion.

Mr. Johnson moved to accept section 102 Officer Nominations and Elections as it was revised. The motion was seconded and passed without further discussion.

Mr. Johnson moved to that the board accept section 304(C) Conduct of Business, as it has been revised. The motion was seconded and passed without further discussion.

Mr. Moore moved to request the working group work further on 304(A) Conduct of Business, so it can be reviewed at a later meeting. The motion was seconded and passed without further discussion.

Mr. Johnson motioned to approve 304(B) Conduct of Business, as presented in board materials. The motion was seconded and passed without further discussion.

ADJOURNMENT

Having no other business to come before the board, Chairman Davenport adjourned the meeting.

###

Respectfully submitted,

Megan Ayers
Assistant Secretary to the Board of Trustees

Colin Johnson, President of ECU Student Government Association
ECU Board of Trustees meeting remarks
September 13, 2019

The Student Government Association has ambitious goals this year, which were shared at a previous meeting.

- The SGA is committed to working with faculty, the university registrar, and ITCS to build a system that shows textbook cost to a student when they sign up for a class.
- This year's SGA budget recently passed, \$563,000 in revenue from student fees, one of the largest student government budgets in the university system. With this money the SGA will support over 500 student organizations around campus and we will also help fund travel for students to attend conferences and symposiums.

ECU Board of Trustees
Remarks from the Faculty
Dr. Crystal Chambers
July 12, 2019

Good morning. To our trustee board chair, Vern Davenport and Vice Chair Fielding Miller and Chancellor Dan Gerlach. I bring you remarks on the behalf of the faculty. Jeff Popke, Chair of the Faculty was unable to attend today's session as it conflicts with UNC Faculty Assembly and he has obligations there. To prepare for today's remarks, I pulled out an older text entitled *Strategic Change in Colleges and Universities – Planning to Survive and Prosper*. And it is here in this subtitle of *Planning to Survive and Prosper* that I would like to reflect for just a few minutes. While ECU has maintained stability in its academic core and student affairs/student services center, as an institution, for the past couple of years we have hit crisis after crisis, addressing them reactively. However, to survive and indeed prosper, it is essential that we move from a position of reactivity to proactivity. And this is exactly what we are doing now through the leadership of Chancellor Dan in collaboration with the Executive Council and the faculty, administration and staff of ECU. Yes, on the budget Chancellor Dan called for a hiring freeze that will poise us to absorb the anticipated budget reduction in 20-21. In this vein, this step was a bit of a necessary evil. But in so doing, we are freed to look forward to a future in anticipation and hope. In being a bit freer, we can transition reactive energy to creativity. And this is where we as a university, a community of students and scholars, thrive. According to the text referenced above, authors Rowley, Lujan and Dolence proffer that "creativity challenges and rearranges the way we see things. By seeing the present differently, one can diffract the future much as a prism turns light into component parts" (p. 9). Yes, there is light at the end of the tunnel. And no, it is not the beam of an oncoming train. I am hopeful and indeed enthusiastic about the year ahead.

As a Faculty we just held our first Faculty Senate meeting of the year and our Faculty Senate Standing Committees are still in their organizational phases. However, as Faculty Officers – Jeff Popke, Chair, Amanda Klein, Secretary, and Purificacion Martinez, Parliamentarian – we have met periodically over the course of the summer and now regularly with the new school year. And we would like to

put forward a Faculty Agenda for the year focused on faculty retention and inclusion.

Towards this end, we are continuing our work over the past couple of years to recognize and support the work of our Fixed Term Faculty. We are finalizing changes to the Faculty Manual adopted this Spring that would broaden the voice of Fixed Term Faculty in changing their unit codes. The unit codes govern operations within the various colleges, schools, and departments respectively. Now, the votes of Fixed Term Faculty will count with that of tenured and tenure stream faculty on unit code except with provisions regarding promotion and tenure. In addition, our Faculty Welfare committee is working on a resolution highlighting the invaluable role Fixed Term faculty play in our clinics and labs, as industry leaders, and through their contributions to the teaching enterprise.

In addition to recognizing and supporting the work of our Fixed Term colleagues, we will also proactively connect with our Non-White Faculty of Color. We want the decisions made within our Faculty Senate Committees and indeed the Faculty Senate itself, to reflect the diversity of experiences, thought, skills and abilities of our entire faculty. Therefore, when we have pockets of faculty who feel disconnected or overburdened by disproportionate service loads, it is important for us to reach out to them to make sure their voices are heard, their perspectives are represented, and to assert their value to our community. Towards this end we seek to work through the Faculty Senate Committee on Committees to develop a strategy to reach underrepresented faculty and include them as part of the solution to past faculty engagement challenges.

Finally, the Faculty Officers are taking the lead in the support of faculty advancement through rank. In conjunction with the Office of Faculty Excellence, we will host a dossier preparation work shop this fall which follows hours we have volunteered to assist faculty with their dossiers as they prepare to advance through rank. It has been said that a good leader goes first and goes long, and the dedication among this group of Faculty Officers rival no one. I am pleased and indeed am privileged to work alongside this group this upcoming year. I am also excited about the opportunity to work with this year's Board of Trustees, seasoned and new members alike. On behalf of the Faculty, I extend my hand in a

spirit of collaboration as we together, with administration, move our institution from mere survival to prosperity.

Rowley, J. R., Lujan, H. D., & Dolence, M. G. (1997). *Strategic change in colleges and universities: Planning to survive and prosper*. San Francisco, CA: Jossey-Bass.

ECU Board of Trustees
Report from the Staff Senate
Ms. Michelle Bone, Chair
July 12, 2019

Good morning and thank you for having me. I would like to begin this morning by quickly introducing the 2019-2020 Staff Senate Executive Committee.

First, I would like to start with Mr. Todd Inman and since he is here ask him to stand for a second. Todd is from ECU's grounds department and has also received his newest nickname Bird Whisperer thanks to Chancellor Dan. Todd has served the staff senate in various roles and we are extremely lucky that he is now in the Chair Elect position and will be leading the group next year when my term is up. Thank you, Todd!

Ms. Debbie Pettaway from the College of Allied Health Sciences is serving as our Vice Chair; Ms Robin Mayo from Administration

& Finance as our treasurer and Ms. Karen Eastwood from the College of Allied Health Sciences as our secretary.

I've been blessed with a great group of leaders this year that are really helping to make a difference in Staff Senate.

The first few months of our 2019-2020 Staff Senate year have been extremely productive and I would like to share the highlights of our efforts with you.

We kicked off our year with a school supplies drive benefiting the East Carolina Community School. We just finished up dividing and sorting all of the donated items and I feel certain that every student at the community school will have most of the supplies they need for the entire school year with some supplies to spare. We will be making the delivery to the school next week and plan on meeting with the principal to plan more service activities where staff senate can be involved.

Our annual Wellness walk has been scheduled for October 17th from 11-1 at Lake Laupus on the Health Sciences Campus. We will be promoting the 8 dimensions of wellness to our staff and are inviting local vendors to come and share with us their products and services that can help us with our wellness, whether that's physical, mental, emotional, financial or more! We truly believe that when staff are incorporating these things into their lives and meeting their wellness needs they are a more productive and overall better employee, and we would like to do anything we can to help them!

Staff Senate has now made the decision to record and share our monthly meetings so we can reach a wider audience. This began when we received numerous requests to live stream our monthly meeting when Chancellor Dan came and spoke with us. After that meeting we decided that this is great way to reach our staff that unfortunately can't attend our meetings. We know that it's very

difficult for many staff to leave their work areas and we want to be able to reach them in any way possible, so they can hear what we are doing and feel a part of our efforts.

We truly have a special group of senators this year and I'm sure every chair brags on their own group, but I honestly mean it.

These individuals want to make a difference and want to do anything they can to make ECU an even better place. ECU has endured some rough times and there have been many recent changes, but I know that with our current leadership ECU will weather any storm and our Staff will be there helping in whatever way they can.

Thank you.

Athletics & Advancement Committee
Talking Points
September 12, 2019

Athletic Highlights

Presented to the board was the mission statement for athletics which is aligned with East Carolina University's mission statement.

Mr. Gilbert reported that ECU Athletics employees were required to sign an attestation of compliance form which will help ensure institutional control. He also shared that the state of NC passed a sports betting bill which allows for legal sports betting and athletic staff and students were educated regarding NCAA sports wagering.

Currently ECU has 446 student athletics, 135 who receive full scholarships (encompassing 5 sports), 222 students that receive partial scholarships, 97 walk-ons and 8 students who are in their 5th year or have a medical hardship.

Mr. Gilbert conveyed to the group the recent implementations deployed to increase Fan Engagement which include, *The Helm* letter, *60 Seconds with the AD*, @ECUAthletics Twitter account with nearly 8 million total impressions since January 1, 2019, the *ECU Facebook Football* page on Facebook which generated over 3,000 followers and providing free admission to women's soccer and volleyball home matches. In reference to our first home game against Gardner Webb he did recognize that operationally we were not as prepared as we should have been. The deficiencies are being addressed to ensure improvement by the next game. Of note, there were no alcohol related health incidents at the game, just heat related health issues.

Mr. Phillip Wood provided the Pirate Club update reporting that the energy is starting to translate in the numbers. Current Pirate Club membership is at 5,432 which is better than this time last year with a goal of 6,018 members. The fundraising goal for this calendar year is \$7.2M and they are currently at \$6.6M. Student Pirate Club (SPC) numbers are down approximately 2,000 students. Noted that in 2010 membership was at its highest and that was undoubtedly because that is the year the Boneyard opened. The Pirate Club is working on ways to show the students more value in hopes to attract more SPC members.

Football season ticket sales reflect an increase over last year with an 89% renewal rate. All suites and loge boxes have been sold. Remaining premium inventory is 130 seats in the Trade Club level and 319 seats in the Williams Clark Club level.

Mr. Gilbert explained the criteria for the Academic Performance Report (APR) which allows ECU to receive distributions from the NCAA. The projected APR is 973. ECU is currently working on acquiring recovery points.

A slide was shown demonstrating how ECU's total revenue compared to expenses compares with other schools in our conference.

Mr. Gilbert gave an update on the following projects:

- ToweBank Tower – 99% complete
- Hight Field – complete
- Strength and Conditioning- waiting on paint and graphics
- Volleyball Locker Room –in progress

- Baseball Waterproofing – phase 1 done
- Softball Batting Cage – waiting on approval, completion expected in February
- Auxiliary Fields – completed
- Men’s Basketball Locker Room – project soon to begin with December completion date

There was discussion around the cost of attendance and Mr. Gilbert explained to the board the process for disbursements.

Discussion was also had regarding the ESPN contract. Mr. Gilbert explained that we will be receiving an upfront payment that will help with the much-needed infrastructure. He explained that we are only required to stream 30 events on our platform and decisions will need to be made regarding what we do and don’t stream. This new contract will require more staff; some of which may be hired staff and some contracted staff. There is a company in Charlotte that we may partner with in order to utilize their studio. This partnership will be advantageous to other entities on campus.

A question was posed regarding the beer sales in the stadium. Currently, it appears that the net profit from sales is approximately \$25K.

The current Training Table which accommodates football, men’s and women’s basketball was discussed. The need for expansion to accommodate other teams was addressed but currently availability of space and cost are problematic.

Advancement Highlights

Mr. Chris Dyba explained to the group the difference between Advancement’s reporting of fundraising totals (fiscal year) compared to Athletics (calendar year). He also shared that Advancement reports their numbers to three different entities, CASE, VSE, and the UNC System and all universities must report the same way. He also explained that fluctuations in the 5-year trend report is often seen when large planned gifts are documented (like the \$7M gift to the West campus in 2018) and noted the peak in 2017 in Athletics due to the Southside expansion. Mr. Dyba shared the year-to-date total of \$10M (\$3.6M for East campus, \$500K for West campus and \$5.9M for Athletics). He then reported the campaign fundraising total is \$251M which means we are halfway to goal.

Mr. Dyba shared the recommendation for new members, Lynn Lane for a term ending June 30, 2020 and Matt Slate for a term ending June 30, 2022 to the Endowment Fund Board. A motion was made to approve the nominees, with no opposition the motion was passed. The full board will vote to elect the nominees at tomorrow’s meeting.

Mr. Scott Francis the new Associate Vice Chancellor and President of the ECU Alumni Association spoke to the board and shared his goals for the alumni Association. He plans to develop initiatives to transform the life of a pirate beginning with onboarding them in high school, involving them while they are here on campus, being there as they venture out into the working world and staying engaged with them as they prepare for their planned gift to ECU.

His three goals are:

- Growing Engagement
- Growing Opportunity
- Growing Pirates

**Report of ECU Board of Trustees Audit, Risk Management, Compliance, and Ethics Committee
September 12, 2019**

Action Items (There are no items which require action by the full board)

Internal Audit – Mr. Wayne Poole

Mr. Poole presented the Internal Audit dashboard for the recently ended 2019 fiscal year. Internal Audit completed over 90% of the annual audit plan, and University management had resolved over 97% of the audit recommendations that Internal Audit followed up on. Mr. Poole also provided the Committee with several items in the Board materials that are required to be shared with the Board, including the FY 2019 Internal Audit annual report, the recently completed IIA self-assessment, and the FY 2020 operating budget for Internal Audit.

Mr. Poole advised the committee that the Office of the State Auditor is still working on the University's annual financial statement audit. At this time there are no known issues or findings.

Research Compliance – Dr. Mike Van Scott

Dr. Van Scott briefed the committee on a recent reorganization of the research compliance functions. The reorganization was necessary in light of the rapidly growing research enterprise and is intended to strengthen oversight of research accounting functions, post-award monitoring, and provide for professional development and leadership succession.

Dr. Van Scott also presented the research compliance annual report on conflicts of interest. COI disclosures are required by ECU regulations, UNC system policy, and federal regulations. For FY 2019, ECU had a completion rate of 99.97%, an increase over the previous year.

Information Security – Dr. Mark Webster

Dr. Webster briefed the committee on the framework for ECU's Information Security program and provided information on a number of relevant topics such as the ECU's technology security assessment process, disaster recovery, incident detection and response, and the management of cyber vulnerabilities.

Enterprise Risk Management – Vice Chancellor Sara Thorndike

Ms. Thorndike briefed the committee on recent changes in the University's ERM program. The ERM Committee is still in place and the risk identification and ranking process is unchanged. The ERM function is emphasizing the importance of sharing information across departments and divisions. Ms. Thorndike advised that each of the University's top risks is assigned to a senior campus leader for management and mitigation. The Board will be briefed on one or two top risks, or emerging risks, at each upcoming meeting.

University Counsel – Ms. Donna Gooden Payne

Ms. Payne briefed the committee on the UNC system policies related to board member duties and expectations and conflicts of interest. Ms. Payne also briefed the committee on the status of the individual board members' conflict of interest evaluations that have been vetted by the State Ethics Commission.

Mr. Chairman, I respectfully request that the board members' COI evaluation letters be included in the Board Meeting minutes.



**East Carolina University | Board of Trustees
Finance & Facilities | Main Campus Student Center | September 13, 2019
Highlights**

Finance and Facilities Committee met on September 12, 2019.

I. MINUTES

- A. The committee approved the minutes from the April 11, 2019 meeting.

II. ACTION AND INFORMATION ITEMS


- A. Sara Thorndike, VC for Administration & Finance, provided the information on the Lease Renewal for ECUP.
- B. Sara Thorndike, VC for Administration & Finance, provided the Approved EHRA Employee Salary Adjustments pursuant to September 30, 2016 Expanded authority.
- C. Sara Thorndike, VC for Administration & Finance, provided the information on the Pension Report.
- D. Sara Thorndike, VC for Administration & Finance, provided the information on the Cherry Bekaert Report
- E. Bill Koch, Associate VC for Environmental Health and Campus Safety, and Police Chief Barnwell updated the committee on Campus Safety.
- F. Bill Bagnell, Associate VC for Campus Operations, provided information on the Designer Selections since last Board Meeting.
- G. Bill Bagnell, Associate VC for Campus Operations, updated the committee on Capital Projects.
- H. Other

Meeting adjourned at 3:44pm.



MEMORANDUM

TO: Sara Thorndike

FROM:  C. Kevin Carraway

DATE: August 19, 2019

SUBJECT: Request ECU Board of Trustees Approval to Lease \pm 4,520 SF of Office/Clinical Space at 108 Fire Tower Road

ECU Physicians, Department of Pediatrics requests ECU Board of Trustees approval to Lease by Acquisition \pm 4,520 SF of office/clinical space located at 108 Fire Tower Road, Suites A, B, and C from Wainright Holdings, LLC.

This lease is deemed strategic in nature as ECU Pediatrics Family Autism Center has been in this location since December 2012. The space is adjacent to the Greenville TEACCH Center that serves individuals with Autism Spectrum Disorders and its proximity provides collaborative opportunities and helps leverage assets to help families in our region to access autism resources from a familiar and centralized location.

The lease term will begin October 1, 2019 for at term of three (3) years with three (3), one-year renewal options. The lease rate will be \$49,800 per year (\$11.02/SF/YR). ECUP will pay for janitorial and utilities.

The lease has been approved by the ECU Physicians Property Review Committee and the Dean, Brody School of Medicine.

The source of funds is 315541 664721 73662 0000 (100% Medical Faculty Practice Plan).

cc: B. Jowers
M. Witherington

University Affairs Committee – ECU Board of Trustees - September 12, 2019

All Board Members were in attendance as well as Chancellor Gerlach, Ron Mitchelson, Jeff Popke, Jay Golden, and Virginia Hardy

Academic Affairs – Ron Mitchelson

- Provost introduced Stephanie Whaley, the new AVP / Director of Undergraduate Admissions
- Enrollment Update - Provost Mitchelson shared some of the strategies and metrics that we have done and will be doing.
- Dr. Ying Zhou shared the Fall Enrollment Update following Census Data (which was Aug 30) and overall very positive.
 - All three areas (freshman, transfer and grad students) where we had drops last year went up this year.
 - Our total enrollment went down by only 65 students, much better than we anticipated
 - We have seen an increase of our part-time students over the last couple of years (currently 83% are full time students).
 - The first-time freshman number from census day was 4,366, which is the third largest incoming freshman class at ECU ever.
 - Our retention rate last year was 80.8% and this year its 81.8%.

Student Affairs – Virginia Hardy

- Student Sanctioning for Drugs – This was a follow up presentation from the request from Vince Smith at the July meeting.
- Leila (Lay-la) Faranesh (Fair-a-nesh), director of Student Rights and Responsibilities, shared six different categories (schedules) for drugs and range from most dangerous to least severe (schedule 1 is higher risk and schedule 6 for lower risk).
- Leila explained the range of sanctions in two categories: administrative and educational.
- Examples of administrative sanctions include suspension, bans, expulsion, deferred suspension and administrative suspension.
- Educational sanctions could include multiple educational programs, drug testing, referrals to campus resources and more. Leila shared a rubric about sanctions related to drugs.
- One main component in a sanction is whether or not the student was possessing vs. distribution and trafficking, which is often provided by law enforcement.
- She shared that most of our cases don't end up in suspensions/expulsions.
- We had five expulsions in 2017-18 and those were related to cases that involved trafficking drugs.
- Suspension appeals are reviewed by the Vice Chancellor for Student Affairs and expulsion appeals are reviewed by the Board of Trustees.

Research, Economic Development and Engagement

- Jay Golden shared that student loan debt is the second highest consumer loan debt behind mortgages in the US. Other issues students face relates to graduation rates, gaining life skills and post-graduate employment
- The more students are involved with undergraduate research the higher their academic success, higher chances for post-graduation employment and enhanced life skills
- ECU is striving to become a leader for providing mentored research for our students and this will address many of the key issues mentioned above. Faculty are excited about this connection and engagement.

Advocacy Committee Report
September 12, 2019

The Advocacy Committee met this morning, with all members present.

Following the review of the conflict of interest statement, BOT Chair Davenport charged the committee with the following tasks:

- Advocating for priorities critical to the mission of East Carolina University and the UNC System.
- Advance local, state and federal policy consistent with previously identified priorities
- Monitor and discuss key policy issues at the state and federal level that impact ECU, the UNC System and higher education in general.

The committee then reviewed target advocacy audiences not limited to but including the general assembly, UNC Board of Governors, and community groups.

Members of the committee were assigned to act as advocacy committee representatives: Max Joyner, Leigh Fanning and Angela Moss were assigned to the legislature. Angela Moss was assigned to work with the Board of Governors. Phil Lewis will work with John Cooper of the Board of Visitors. Vince Smith will work with the ECU Foundation and Alumni Association, Angela Moss will work with the Medical and Health Sciences Foundation and Robbie Moore with Pirate Club.

Mr. Smith discussed advocacy protocols including phone trees, talking points, tracking & monitoring of contacts, and communication.

Precipitating goodwill is an important key for the committee. All members will need to build relationships, track relationships, and separate goodwill from issues. Short and long term goals will be determined as the committee begins their important work, but a key goal is consistent messaging.

Mr. Smith will talk with individual committee members and determine priorities.



**Board of Trustees
Research & Economic Development | Main Campus Student Center
September 12, 2019
Highlights**

Agenda

I. MINUTES

- I. N/A

II. ACTION AND INFORMATION ITEMS

- I. Vern Davenport, Chair, ECU Board of Trustees, Read the New Committee's Charge
- II. Jay Golden, Vice Chancellor for Research & Economic Development, Provided a Name Change Request from the Entrepreneurship Center to the Small Business Resource Center
- III. Jay Golden, Vice Chancellor for Research & Economic Development, and Sara Thorndike, VC for Administration and Finance, Provided an Overview on the Current Economic Development Activities & Leadership
- IV. Jay Golden, Vice Chancellor for Research & Economic Development, and Sara Thorndike, VC for Administration and Finance, Provided an Update on Millennial Campus & Innovation Properties
- V. Lamar Gilchrist, ECU Undergraduate Film Student, Shared a 3-minute Research Presentation "Are You Living Relentlessly Rural?"

Request for Name Change

Current Name: Entrepreneurship Center

Proposed Name: Small Business Resource Center

Rationale:

During the 2018-19 AY the longstanding Small Business Institute was changed to the Entrepreneurship Center to reside in the Miller School of Entrepreneurship. After additional debate it was decided that further study was necessary to better differentiate the Center and its role in the Miller School. This included input from key stakeholders and donors to ensure an accurate representation of the Center's name to best fit with its key activities. Below is additional information on the Miller School and how the **Small Business Resource Center** strategically aligns within the School.

The College of Business established the first School of Entrepreneurship in the region in 2015, made possible by a generous commitment of \$5 million by a Raleigh area entrepreneur, J. Fielding Miller, and his wife, Kim Grice Miller. The Miller School of Entrepreneurship serves as a regional hub for preparing students to take an entrepreneurial mindset and skillset into their communities. The Miller School is committed to an experiential-based curriculum and co-curricular activities for students in the BS Entrepreneurship degree and Entrepreneurship Certificate programs. In addition, its faculty are involved in scholarly activities with a focus on applied and/or sponsored research and thought leadership in the fields of entrepreneurship, small business, family business and innovation. The Miller School also provides internships and award winning student consulting projects for regional business clients.

Leaning on the Miller School's applied research expertise, the Small Business Resource Center provides ECU students and the regional community with best practices and proven knowledge required to start and sustain enterprises in eastern North Carolina. Distinct Center activities include specialized research reports and grants, community workshops, and executive education offerings. In addition, the Center helps convert curricular programs in the Miller School into actionable ideas and ventures created by students from all academic fields. The Small Business Resource Center in the Miller School of Entrepreneurship works collaboratively across campus and with regional partners to sponsor events for both the research and business communities.

ECU Centers and Institutes Committee recommendation:

Approve Disapprove Other


Jay Golden, Chair,
Centers & Institutes Committee

7-8-19
Date

Chancellor recommendation:

Approve Disapprove Other



Dan Gerlach, Interim Chancellor 7/10/2019
Date

ECU Board of Trustees recommendation:

Approve Disapprove Other

, Chair Date

**Health Sciences Committee
September 12, 2019**

- Minutes from the April 11, 2019 meeting were approved.
- Dr. Mark Stacy provided a Health Sciences Division update in which he reviewed details involving the upcoming LCME Accreditation, enrollment data based on the census day count for Fall 2019, metric plans for 2020-2022, and mission-based projects.
- Mr. Brian Jowers reviewed the financial year-to-date information through June 2019. Over a 12-month period, the ECU Physicians Practice Management Indicators reflected an improvement of 3.3% in contract revenue. The ECU Physicians budget shows to have broken even for FYTD 2019. The days of cash on hand is 130.9 days and reserves sit at \$57.6M.
- Dr. Mark Stacy reviewed the current and proposed faculty compensation model. In the current comp plan salaries are not keeping up with the market and faculty turnover is problematic. The proposed comp model appropriately aligns clinical compensation to productivity and does not differentiate clinical compensation from total compensation. The plan is to shadow the new compensation methodology with the current one prior to implementation.

ECU BOT Health Sciences Committee Action:

Action Items from closed session to be announced in open session:

Closed Session Minutes from the April 11, 2019 meeting were approved.

Request - The Board approve the following motion:

I move that:

- The Board approve the incentive payments for non-clinical faculty in the Brody School of Medicine as presented in board materials and recommend this item to the full board.

Request - The Board approve the following motion:

I move that:

- The Board approve the incentive payments from the School of Dental Medicine as presented in board materials and recommend this item to the full board.

Request - The Board approve the following motion:

I move that:

- The Board approve the appointment with tenure for Dr. John Fallon in the Brody School of Medicine as presented in board materials and recommend this item to the full board.

**Health Sciences Committee
September 12, 2019**

Request - The Board approve the following motion:

I move that:

- The Board approve the appointment with tenure for Dr. Azeez Aileru in the School of Dental Medicine as presented in board materials and recommend this item to the full board.

BOT Attendees:

Tom Furr (Committee Chair)
Fielding Miller (Committee Vice Chair)
Colin Johnson (Committee Member)
Angela Moss (Committee Member)
Jim Segrave (Committee Member)
Jason Poole
Leigh Fanning
Max Joyner
Vern Davenport
Bob Plybon
Vince Smith
Robert Moore
Phil Lewis

**NAMING PROPOSAL TO EAST CAROLINA UNIVERSITY
BOARD OF TRUSTEES**

Greg Abeyounis

Name of Originator

University Advancement

252-328-9573

abeyounisg@ecu.edu

Department/Division

Phone

Email

Proposed Name(s) to Honor: Robert L. "Jack" Boone (Deceased)

Address: City State Zip

Telephone:

Home

Business

Relationship to the University: Former faculty in (then) Dept of Hlth & Phys Edu. Head baseball coach, 1948-51. Head football coach, 1952-61.

Proposed Object for Naming: Office of the Director for the newly restructured advising center for the College of Health & Human Performance.

Purpose for recommendation:

 Honorary (Attach background materials as appropriate to justify the recommendation) Gift (Attach background materials as appropriate to justify the recommendation and complete the section below)Purpose of Gift: Annual Capital Endowment

Date of Original Commitment: 1/28/19 (Verbal)

Amount of the Total Commitment: \$25,000

Amount Paid: \$20,000

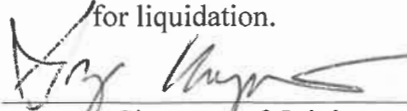
Current Pledge Balance: \$5,000

Status of Payments:

Was the gift part of a campaign: Yes No Define: _____Was the project pre-approved: Yes NoDirected to: ECU Foundation Educational Foundation Medical Foundation Other

If the Gift was more than \$25,000:

1. Attach a copy of the signed Letter of Intent.
2. Define in detail any special arrangements or expectations the donor may have resulting from this Gift.
3. If the Gift is other than cash or cash equivalent, explain the method of valuation, and the plan for liquidation.

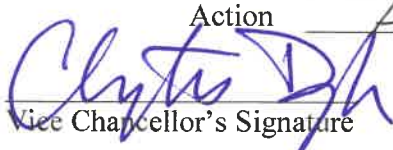

Signature of Originator

8/14/19
Date

PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES
TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Office of Vice Chancellor for University Advancement:

Received _____
 Action Approved / 8.22.2019
 Date _____
 Forwarded or returned _____
 Date _____
 Vice Chancellor's Signature 

Comments _____

Chancellor's Office:

Received _____
 Action Approved / 8.26.2019
 Date _____
 Forwarded or returned _____
 Date _____
 Chancellor's Signature 

Comments _____

Athletics and Advancement Committee of the Board of Trustees:

Received _____
 Action _____ / _____
 Date _____
 Forwarded or returned _____
 Date _____
 Chair's Signature _____

Comments _____

Board of Trustees:

Received _____
 Action _____ / _____
 Date _____
 Forwarded or returned _____
 Date _____
 Chair's Signature _____

Comments _____

Naming Proposal

College of Health and Human Performance

Background Material

Dr. Jerry Edward McGee (ECU 1965 BS, Health and Human Performance) has made a gift pledge in the amount of \$25,000 to the College of Health and Human Performance (HHP). This gift is designated to the Dr. Jerry E. McGee Endowed Fund.

The above-referenced gift is contingent upon the naming of an appropriate facility relevant to the purpose above for Robert L. "Jack" Boone. The Dean is recommending that the new office of the Director for the HHP Advising Center located on the main campus be so named, and that it would be altogether fitting and proper to do this. The Advising Center is undergoing a major consolidation and restructuring; and this project is a primary focus of the Dean's initial efforts to provide greater opportunity for student success in achieving their educational and career aspirations.

Dr. McGee is recently retired from a long and distinguished career as President of Wingate University, and is a long-time advocate and major benefactor for ECU and the College of HHP. For example, he has a planned gift arrangement in place that will provide a Distinguished Professorship in HHP at his death. Please take Dr. McGee's long-standing and generous support for HHP and ECU in consideration in evaluating the merits of this request. He and Dean Zvonkovic have discussed her plans for the future direction of the College and how he can best support her efforts.

Robert L. "Jack" Boone came to Greenville in 1948 as head coach of the ECU baseball team and assistant football coach. He became head football coach in 1952 and held that position until 1961. He also taught in the department of Health and Physical Education. He continued to teach after he was no longer a coach. He was inducted into the athletic hall of fame of Elon in 1972 and ECU in 1981.

Boone's football team won the Pirates' first North State Conference Championship in 1953, and he was voted Coach-of-the-Year in the conference. He led the Pirates to their first bowl game appearance in 1952, and again in 1953. His ECU football record was 49-45-5; and baseball 38-23-2.

Boone died in February of 1984 at age 65. A quote attributed to Dr. John Howell, then ECU Chancellor, contained in Boone's obituary in the Wilmington Morning Star stated: "Mr. Boone had made a great many contributions to the university athletic department and to the instructional program after he left coaching."

Information from the ECU Athletic Hall of Fame states that Boone has been credited with "laying the groundwork for what followed in the years to come at ECU."

Dr. McGee developed a close relationship and strong bond with Coach Boone while a student at ECU and holds him in high esteem. He gives him credit for being a source of inspiration and encouragement, and being a major influence on his success in life. Also, Boone hired McGee as the student director of intramural programs, the income from which allowed him to stay in school.

Your consideration of this naming request is greatly appreciated.



COPY

FYI
Don

Pledge Form

DR. JERRY EDWARD MCGEE 1965 BS

Name Class

3420 Rea Road; , Ste. A1 202 Charlotte NC 28277-3612

Street Address City State Zip

~~704-040-0205~~ 704-774-9073

Phone (home) Phone (office) Phone (cell)

ncgee1992@wingate.edu

E-mail Fax

MARCELLA

Spouse's Name Class

5,000
25,000

GIFT COMMITMENT

I, as an investment in ECU, I/we will commit a gift to the ECU Foundation Inc. in the sum of \$ 20,000.00 in cash, securities, and/or other property of equivalent value.

to be Endowed

DESIGNATION OF GIFT:

College of Health and Human Performance, Dean's Priority Fund (EB 4596)

Dr. Jerry E. McGee

Application of HHP will make application to the ECU Board of Trustees that the office of the Director of the newly restructured Advising Center for the College of Health and Human Performance be named for Robert L. "Jack" Boone, former faculty member in Health and Physical Education; and Baseball Coach (1946 - 1951), and Head Football Coach (1952-1961).

METHOD OF PAYMENT:

- Check enclosed for the amount of \$ _____, made payable to the ECU Foundation Inc. FOR: **HHP DEAN'S PRIORITY FUND (EB4596)**
- Credit Card: American Express Master Card Visa Amount \$ _____

Card Number Expiration Date Signature

I/we intend to request our donor advised fund to make the following payments to the Foundation.
**Gifts from donor advised funds cannot be used to satisfy personal pledges (thereby converting this into an intent).*

PAYMENT SCHEDULE:

Total Commitment	\$ <u>20,000.00</u> 25,000	<i>Balance to be paid as follows:</i>	
Amount Paid	\$ _____	Month <u>may</u>	Year <u>2019</u> Amount \$ <u>20,000</u> 5,000
Balance Due	\$ _____	Month _____	Year _____ Amount \$ _____
		Month _____	Year _____ Amount \$ _____
		Month _____	Year _____ Amount \$ _____
		Month _____	Year _____ Amount \$ _____

12/31/2019

Please send reminders one month before each installment due date.

I/we work for the following matching-gift company: _____

Jerry E. McGee 3-13-19 Diane Crescitelli 3-20-19

Signature Date Gift Officer Signature Date



Dr. Jerry Edward McGee 1965 BS

Name Class

3420 Rea Road Ste. A1 202 Charlotte NC 28277-3612

Street Address City State Zip

Phone (home) Phone (office) Phone (cell)

mcgee1992@wingate.edu (704)774-9073

E-mail Fax

Marcella Class

Spouse's Name Class

GIFT COMMITMENT

As an investment in ECU, I/we will commit a gift to the ECU Foundation Inc. in the sum of \$ 5,000 to be paid in cash, securities, and/or other property of equivalent value.

DESIGNATION OF GIFT:

Dr. Jerry E. McGee Endowed Fund
 Dean of HHP will make application to the ECU Board of Trustees that the office of the Director of the newly restructured Advising Center for the College of Health and Human Performance be named for Robert L. "Jack" Boone, former faculty member in Health & Physical Education, Head Baseball Coach (1948-1951), and Head Football Coach (1952-1961).

METHOD OF PAYMENT:

- Check enclosed** for the amount of \$ _____, made payable to the **ECU Foundation Inc. For: Dr. Jerry E. McGee Endowed Fund**
- Credit Card:** American Express Master Card Visa Amount \$ _____

Card Number Expiration Date Signature

I/we intend to request our donor advised fund to make the following payments to the Foundation.

**Gifts from donor advised funds cannot be used to satisfy personal pledges (thereby converting this into an intent).*

PAYMENT SCHEDULE:

Total Commitment	\$ <u>5,000</u>	<i>Balance to be paid as follows:</i>		
Amount Paid	\$ _____	Month <u>December</u>	Year <u>2019</u>	Amount \$ <u>5,000</u>
Balance Due	\$ _____	Month _____	Year _____	Amount \$ _____
		Month _____	Year _____	Amount \$ _____
		Month _____	Year _____	Amount \$ _____

Please send reminders one month before each installment due date.

I/we work for the following matching-gift company: _____

Jerry E. McGee 8-13-19 [Signature] 8/14/19

Donor Signature Date Gift Officer Signature Date

Diane Crescitelli
 University Advancement • 2200 South Charles Boulevard • Greenville Centre, Suite 1100
 East Carolina University • Greenville, NC • 27858-4353
 E-mail: give2ecu@ecu.edu • Phone: 252-328-9550 • Fax: 252-328-4904

Fund Title:
Fund Number:



FUND AGREEMENT
FOR THE
JERRY E. MCGEE FUND

I. ESTABLISHMENT

- A. THIS AGREEMENT is made effective as of the date of the last signature affixed between Jerry E. McGee (Donor) and the ECU Foundation, Inc. (Foundation).
- B. The Donor and the Foundation agree to establish a **restricted endowment** in the Foundation known as the Jerry E. McGee Fund (Fund). The fund manager will be the Dean of the College of Health and Human Performance or a comparable position should this position title no longer exist (Administrator).
- C. The Fund will be activated upon receipt of a gift or written commitment of at least \$25,000 which must be paid within five years. The endowment will be considered fully funded when the corpus reaches \$25,000.

II. STATEMENT OF INTENT

The Donor wishes to establish this fund to supplement the work of the Dean for the benefit of the College of Health and Human Performance.

III. SOURCE OF FUNDS

The Fund shall be initially established with the following gifts and shall be consistent with the Foundation's Gift Acceptance Policy:

- A. Gift of \$20,000 to be made through a Donor Advised Fund
- B. Additional gift of \$5,000 from the Donor

IV. PURPOSE AND USE OF FUNDS

This Fund shall be used to supplement the work of the Dean for the benefit of the College of Health and Human Performance. The Administrator shall be responsible for administering the distributions from the Fund and applying such distributions in accordance with Foundation and University policies and procedures.

Fund Title:
Fund Number:

V. FUND ADMINISTRATION

This Fund shall be administered in accordance with the Foundation's policies and procedures and shall be consistent with the University's policies, as follows:

- A. The Fund shall be used only for a qualified charitable purpose consistent with the laws of the State of North Carolina and section 501(c) (3) of the Internal Revenue Code.
- B. The Foundation will hold and administer these proceeds and any subsequent additions to the Fund in accordance with the terms and conditions of this agreement and current endowment policies as regulated by the East Carolina University Foundation, Inc. Board of Directors (Foundation Board of Directors).
- C. With the consent of the Foundation, other parties may also make gifts to the Fund, but they may not change the purpose of the Fund.
- D. Fees: A one-time fee is charged to all new gifts to the Fund. An annual endowment management fee is also charged to the fund. Gifts made to the Fund via telefund or annual fund solicitations are subject to a one-time Annual Fund department fee. These fee amounts are determined annually by the Foundation Board of Directors and will be in accordance with the Foundation's Endowment Spending and Gift Fee Policy. All fees will be charged to the endowment's investment earnings fund and will not reduce the fund's corpus amount.
- E. All gifts to and accumulated earnings of the Fund will be invested in the Foundation's investment pool and will receive a prorated share of the net income or losses.
- F. The spending distribution is determined by the Foundation Board of Directors who votes annually to adopt a rate of spending distribution applicable to all endowment funds.
- G. In years when earned and accumulated investment earnings may be insufficient to meet the amount needed for the annual distribution or when multiyear commitments have been made, the Foundation Board of Directors may continue to make distributions, even if such distributions will reduce the total value of the endowment below the historical value of the corpus (the value of all gifts to the Fund). These spending distributions must be in accordance with the Foundation's Endowment Spending and Gift Fee Policy, within what the Board has determined reasonable and prudent as noted within the North Carolina Uniform Prudent Management of Institutional Funds Act (UPMIFA), and consistent with the spending distributions from similar endowments within the Foundation.
- H. A supplemental fund may be established if the Donor wishes to make annual gifts that will be used for the same purpose as the endowment. The Donor may direct gifts to the supplemental fund to make annual awards while the endowment is building, to support annual awards in the event the endowment is underwater, or if the Donor wishes to supplement the annual award from the endowment. The supporting fund is for annual awards, and like other annually funded awards, will be exempt from gift fees. Annually funded funds do not participate in investment earnings and are available to be spent at any time. Gifts made to the supplemental fund must clearly be stated as such or they will be deposited into the related endowed fund.

Fund Title:
Fund Number:

- I. If at some future time, it becomes impractical for the Foundation to achieve the designated purpose of the Fund, circumstances change, or it becomes unlawful or wasteful to expend the earnings from the Fund in the manner stated above, then, at the discretion of the Foundation Board of Directors, the Fund shall be used to further the objectives and purposes of East Carolina University, bearing in mind the desires of the Donor as expressed in this agreement. Should the academic area move to another school/college, have a name change, or other placement issue related to this Fund that may require a movement of the funding within or between Foundations at ECU, the Foundation Board of Directors shall review and approve the changes, again, bearing in mind the desires of the Donor as expressed in this fund agreement.

IN WITNESS WHEREOF, these parties execute this Agreement.

By: Jerry E. McGee
Jerry E. McGee, Donor

Date: 7/11/2019

By: Anisa Zvonkovic
Anisa M. Zvonkovic, Dean
College of Health and Human Performance

Date: 7/17/2019

By: Christopher M. Dyba
Christopher M. Dyba
Vice Chancellor of University Advancement &
President of the ECU Foundation

Date: 7/11/2019

**NAMING PROPOSAL TO EAST CAROLINA UNIVERSITY
BOARD OF TRUSTEES**

Kirk and Dasha Little
Name of Originator

Student Affairs (757) 382-5015 kirk.little@apogee.us.com
Department/Division Phone Email

Proposed Name(s) to Honor: Dasha Efirid Little

708 Forest Glade Dr. Chesapeake VA 23322
Address: City State Zip

Telephone: 757-382-5015
 Home Business

Relationship to the University: Alumni

Proposed Object for Naming: Student Center Art Gallery

Purpose for recommendation:

Honorary (Attach background materials as appropriate to justify the recommendation)

Gift (Attach background materials as appropriate to justify the recommendation and complete the section below)

Purpose of Gift: Annual Capital Endowment

Date of Original Commitment: April 2019

Amount of the Total Commitment: \$40,000

Amount Paid: \$24,000

Current Pledge Balance: \$16,000

Status of Payments: Will be close to being payed off in October 2019

Was the gift part of a campaign: Yes No Define: _____

Was the project pre-approved: Yes No

Directed to: ECU Foundation Educational Foundation
 Medical Foundation Other

If the Gift was more than \$25,000:

1. Attach a copy of the signed Letter of Intent.
2. Define in detail any special arrangements or expectations the donor may have resulting from this Gift.
3. If the Gift is other than cash or cash equivalent, explain the method of valuation, and the plan for liquidation.

wwilliams
Signature of Originator

8/24/19
Date

PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES
TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Office of Vice Chancellor for University Advancement:

Received 9/4/2019
Action _____ / _____

Chy...
Vice Chancellor's Signature

Forwarded or returned _____
Date 9/4/2019
Date _____

Comments _____

Chancellor's Office:

Received 9/4/2019
Action _____ / _____

De...
Chancellor's Signature

Forwarded or returned _____
Date 9/4/2019
Date _____

Comments _____

Athletics and Advancement Committee of the Board of Trustees:

Received _____
Action _____ / _____

Chair's Signature _____

Forwarded or returned _____
Date _____
Date _____

Comments _____

Board of Trustees:

Received _____
Action _____ / _____

Chair's Signature _____

Forwarded or returned _____
Date _____
Date _____

Comments _____



Pledge Form

EAST CAROLINA UNIVERSITY FOUNDATION INC.

Duane Kirk Little 39603 '82
 Name Class

708 Forest Glade Dr. **Chesapeake** **VA** **23322**
 Street Address City State Zip

(757) 382-5015
 Phone (home) Phone (office)

kirk.little@apogee.us.com
 E-mail Fax

Dasha Efrid Little '81
 Spouse's Name Class

GIFT COMMITMENT

As an investment in East Carolina University, I/we will commit a gift to the East Carolina University Foundation Inc. in the sum of \$ 40,000 to be paid in cash, securities, and/or other property of equivalent value.

DESIGNATION OF GIFT

\$25,000 Student Treasure Chest (first five payments) 2086 per W. Williams
\$15,000 Ambassador Scholarship (final three payments) 2490

* 1st 5 payments to STC
 last 3 payments to Ambassador
 per W. Williams

METHOD OF PAYMENT

- Check enclosed for the amount of \$ _____, made payable to the East Carolina University Foundation Inc.
 Credit Card: American Express MasterCard Visa Amount \$ _____

Card Number _____ Expiration Date _____ Signature _____

PAYMENT SCHEDULE

Total Commitment \$ 40,000
 Amount Paid \$ _____
 Balance Due \$ _____

Balance to be paid as follows:

Month	Year	Amount \$	Month	Year	Amount \$
			* October	2019	5,000
* Month	April	Year 2020	Amount \$	5,000	
* Month	April	Year 2021	Amount \$	5,000	
* Month	April	Year 2022	Amount \$	5,000	
* Month	April	Year 2023	Amount \$	5,000	
Month	October	Year 2020	Amount \$	5,000	
Month	October	Year 2021	Amount \$	5,000	
Month	October	Year 2022	Amount \$	5,000	
Month	_____	Year _____	Amount \$	_____	

Please send reminders one month before each installment due date.

I/we work for the following matching-gift company: _____

Duane K. Little 22 Mar 19 W. Williams 3.22.19
 Signature Date Development Officer Date

It is understood that this form is not legally binding upon the donor or his/her estate. The donor may rescind his/her commitment upon submission of written notice.

Office of University Development • 2200 South Charles Boulevard • Greenville Centre, Suite 1100 • East Carolina University • Greenville, NC 27858-4353
 E-mail: give2ecu@ecu.edu • Phone: 252-328-9550 • Fax: 252-328-4904

Setup 3/25/19

Check Number 5378
Account Number 3716066
Posted Date Jun 26, 2019
Amount (\$12,000.00)

DUANE K LITTLE OR
DASHA E LITTLE
708 FOREST GLADE DR
CHESAPEAKE, VA 23322-8083

5378
20 JUN 26 2019

11 June 2019

Pay to the Order of ELL Foundation \$ 12,000. ⁰⁰/₁₀₀
Twelve thousand and no/100 Dollars

USAA FEDERAL SAVINGS BANK
1070 MACDONOTT Fwy
SAN ANTONIO, TEXAS 78264-3644
(214) 486-8000 T 800-452-3274

For Dasha and Little Galley Duane K Little

Check Number 5368
Account Number 3716066
Posted Date Jun 17, 2019
Amount (\$12,000.00)

DUANE K LITTLE OR
DASHA E LITTLE
708 FOREST GLADE DR
CHESAPEAKE, VA 23322-8083

5368
20 JUN 17 2019

25 May 2019

Pay to the Order of ELL Foundation \$ 12,000. ⁰⁰/₁₀₀
Twelve thousand and no/100 Dollars

USAA FEDERAL SAVINGS BANK
1070 MACDONOTT Fwy
SAN ANTONIO, TEXAS 78264-3644
(214) 486-8000 T 800-452-3274

For Dasha and Little Galley Duane K Little

PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES
TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Office of Vice Chancellor for University Advancement:

Received _____
 Action Approved / _____
 Date 8-22-2019
 Forwarded or returned _____
 Date _____
 Vice Chancellor's Signature Clyde Gh

Comments _____

Chancellor's Office:

Received _____
 Action Approved / _____
 Date 8-26-2019
 Forwarded or returned _____
 Date _____
 Chancellor's Signature [Signature]

Comments _____

Athletics and Advancement Committee of the Board of Trustees:

Received _____
 Action _____ / _____
 Date _____
 Forwarded or returned _____
 Date _____
 Chair's Signature _____

Comments _____

Board of Trustees:

Received _____
 Action _____ / _____
 Date _____
 Forwarded or returned _____
 Date _____
 Chair's Signature _____

Comments _____

Banning, Maha

From: Gaddis, Mary Jane
Sent: Tuesday, July 30, 2019 4:22 PM
To: Banning, Maha
Subject: FW: Ann Schwarzmans Classroom

Mary Jane Gaddis, Director of Development
College of Fine Arts and Communication
East Carolina University
102 Erwin Building, Mailstop 528
Greenville, NC 27858
252/328-1268

From: "Clark, Patricia A" <CLARKP@ecu.edu>
Date: Monday, July 8, 2019 at 1:52 PM
To: "Gaddis, Mary Jane" <GADDISM@ecu.edu>
Cc: "Clark, Patricia A" <CLARKP@ecu.edu>, "Host, Jayme" <HOSTJ17@ECU.EDU>
Subject: Fw: Ann Schwarzmans Classroom

Hi, Mary Jane -

We would like to order a plaque for outside the Storybook classroom in Messick 201, but I wanted to double check on the spelling for Ann's name, with you first and also see if you had any suggestions.

Thank you so much! I am hoping you can see the e-mail trace below. If not, I will re-send it to you.

Patch

Patch Clark
Professor
School of Theatre and Dance
Coordinator
Theatre Education
Theatre for Youth
252-328-1196
Clarkp@ecu.edu

Ann Rhem Schwarzmnn

Hi, Jayme and Amanda -

Above is how they have spelled it on the ECU Teaching Resource Production Center Website. I would like to double check with Mary Jane to make sure, however, that this is correct.

I would like to suggest the following:

Ann Rhem Schwarzmnn Classroom

Ann Rhem Schwarzmnn
Educator and Patron of ECU Storybook Theatre and
the School of Theatre and Dance

...or something like this.....

Thanks so much!
Patch

Patch Clark
Professor
School of Theatre and Dance
Coordinator
Theatre Education
Theatre for Youth
252-328-1196
Clarkp@ecu.edu

Ann Schwarzmans Estate Gifts:

The attached documentation totals \$1,407,480.52

College of Education – \$958,221.55

Joyner Library - \$50,000

College of Fine Arts & Communication - \$399,258.97 specific for naming

PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES
TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Office of Vice Chancellor for University Advancement:

Received _____
 Action Approved / 8-22-2019
 Date _____
 Forwarded or returned _____
 Date _____
 Vice Chancellor's Signature [Signature]

Comments _____

Chancellor's Office:

Received _____
 Action Approved / 8-26-2019
 Date _____
 Forwarded or returned _____
 Date _____
 Chancellor's Signature [Signature]

Comments _____

Athletics and Advancement Committee of the Board of Trustees:

Received _____
 Action _____ / _____
 Date _____
 Forwarded or returned _____
 Date _____
 Chair's Signature _____

Comments _____

Board of Trustees:

Received _____
 Action _____ / _____
 Date _____
 Forwarded or returned _____
 Date _____
 Chair's Signature _____

Comments _____

Request for Name Change

Current Name: Entrepreneurship Center

Proposed Name: Small Business Resource Center

Rationale:


During the 2018-19 AY the longstanding Small Business Institute was changed to the Entrepreneurship Center to reside in the Miller School of Entrepreneurship. After additional debate it was decided that further study was necessary to better differentiate the Center and its role in the Miller School. This included input from key stakeholders and donors to ensure an accurate representation of the Center's name to best fit with its key activities. Below is additional information on the Miller School and how the **Small Business Resource Center** strategically aligns within the School.

The College of Business established the first School of Entrepreneurship in the region in 2015, made possible by a generous commitment of \$5 million by a Raleigh area entrepreneur, J. Fielding Miller, and his wife, Kim Grice Miller. The Miller School of Entrepreneurship serves as a regional hub for preparing students to take an entrepreneurial mindset and skillset into their communities. The Miller School is committed to an experiential-based curriculum and co-curricular activities for students in the BS Entrepreneurship degree and Entrepreneurship Certificate programs. In addition, its faculty are involved in scholarly activities with a focus on applied and/or sponsored research and thought leadership in the fields of entrepreneurship, small business, family business and innovation. The Miller School also provides internships and award winning student consulting projects for regional business clients.

Leaning on the Miller School's applied research expertise, the Small Business Resource Center provides ECU students and the regional community with best practices and proven knowledge required to start and sustain enterprises in eastern North Carolina. Distinct Center activities include specialized research reports and grants, community workshops, and executive education offerings. In addition, the Center helps convert curricular programs in the Miller School into actionable ideas and ventures created by students from all academic fields. The Small Business Resource Center in the Miller School of Entrepreneurship works collaboratively across campus and with regional partners to sponsor events for both the research and business communities.

ECU Centers and Institutes Committee recommendation:


Approve Disapprove Other


Jay Golden, Chair,
Centers & Institutes Committee

7-8-19
Date

Chancellor recommendation:

Approve Disapprove Other



Dan Gerlach, Interim Chancellor

7/10/2019

Date

ECU Board of Trustees recommendation:

Approve Disapprove Other

, Chair

Date

**Proposed Crisp Small Business Resource Center
Miller School of Entrepreneurship
College of Business
East Carolina University**

Entrepreneurship education incorporates programming through the curriculum and co-curricular activities. At ECU curriculum and entrepreneurial activities are housed in the Miller School of Entrepreneurship, but there is a strategic opportunity to create a Small Business Resource Center to grow co-curricular programming in entrepreneurship. Pairing a strong Small Business Resource Center with a high quality academic degree program in the Miller School will allow ECU to become ranked nationally in entrepreneurship education. Currently, each university in the Princeton Review Top 25 has a Small Business Resource Center but very few have both an endowed Center and School. ECU will be uniquely position among just a handful of universities across the country to have a named School of Entrepreneurship (Miller) and Small Business Resource Center (Crisp). In addition to increased programming efforts, the Crisp Small Business Resource Center can strengthen the branding of entrepreneurial efforts at ECU.

The Miller School of Entrepreneurship is active in launching a new BS Entrepreneurship degree to complement an Entrepreneurship Certificate available to students across our campus. We are currently expanding our co-curricular activities and an active Small Business Resource Center is a key factor in achieving this objective. The Crisp Small Business Resource Center will grow an entrepreneurial mindset in students, youth, faculty, and in the community. Below are various co-curricular programs currently offered in the Miller School, along with key targeted audiences.

ECU Students	<ul style="list-style-type: none"> • Pitch Competitions- Pirate Challenge, National Competitions, Pitch Dark • Student Travel- Ireland, Entrepreneurial Tours, Alumni Network Visits • Student Organizations- CEO • Coaching and Mentoring- Entrepreneur in Residence, Alumni to Student Mentoring, Professional Services Coaching • Living Learning Community • Microenterprise Program
Youth	<ul style="list-style-type: none"> • Youth Entrepreneurship Pitch (YEP) Competition • Summer Innovation Academy • ECU Student Guest Speakers in High-School • Entrepreneurial Workshops
Faculty	<ul style="list-style-type: none"> • NSF i-CORPS Training Grant • Idea Lab • Faculty Entrepreneurial Pitch Grants • Grant's for co-teaching
Community	<ul style="list-style-type: none"> • Pitt Greenville Pitch Competition • Family and Small Business Consulting • Training Workshops • Community Project Assistance Assistance

To become a recognized entrepreneurship program ECU must formalize a Center. This will allow ECU to compete for national awards as early as Fall 2019 through the Global Consortium of Entrepreneurship Centers, a conference specializing in Entrepreneurship Center programming. Our current co-curricular programming is yielding positive results but there is much more potential for impact on our campus and across our service region. Below are programmatic highlights from the past two years.

Pirate Challenge 163 Participants in Two Years 40 Departments Represented 11 Colleges \$77,000 in Cash and Prizes Largest Pitch Competition in North Carolina 2018 Finalists have Raised \$235,000 and Created 12 Jobs	Impact through Partnerships NSF I-Corp Grant of \$500,000 \$3,000 Mini-Grants Awarded for Idea Development Partnership with Multiple University Departments for Curriculum Delivery Horizon LLC Microenterprise Program Pirate Fund	CEO 50 Members 3 Hackathons Development of a Club Run Business Delegation sent to the CEO National Conference Guest Speaker Series of Alumni and Local Businesses National Women's Entrepreneurship Week
Coaching and Mentoring All PEC Finalists Placed with one-one Mentors 30 Students Requests for Mentorship from Alumni Entrepreneur-in-Residence Program Launched with Two Successful Entrepreneurs Students Receiving Professional Services Coaching from CPA and Attorneys	Student Consulting 8,000 Hours of Free Student Consulting Provided Consulting Courses Offered in Strategy, Family, and Small Business Two Certified Service Learning Courses Rank Nationally for Consulting Reports in Family and Small Business	National Pitch Competitions Hult Prize- Nairobi, Boston, Bogata, San Francisco TCU Values and Ventures- Fort Worth WBNC- Detroit eFest- Web Based IBM Call to Code- 150,000 applicants, recent grad won the competition and \$200,000

In the future the Crisp Small Business Resource Center will continue to grow existing programs but will offer new programming to support entrepreneurial growth in the region. This can range from summer abroad trips to seminars for community entrepreneurs and business owners, including family businesses. Other grants are under review for microenterprise business expansion with students' businesses based on community needs and for innovative teaching. For program rankings, Princeton Review and other ranking media measure success through activities strengthened by Center programming. Surveys ask for key metrics such as business start-ups, capital raised, and jobs created. Research shows that co-curricular programming drives business startups, creates relationships within communities to leverage resources, and stimulates the creation of an entrepreneurial culture across campus.

With continued support, the Crisp Small Business Resource Center can help make ECU the leader in rural entrepreneurship and become a national model for entrepreneurial success. The co-curricular programming currently offered has already begun to spread an entrepreneurial mindset on campus and in the community, and expanded programming will help grow the economy and revitalize the region.

(Proposed) Crisp Small Business Resource Center

Miller School of Entrepreneurship · College of Business · East Carolina University

The College of Business established the first School of Entrepreneurship in the region in 2015, made possible by a generous commitment of \$5 million by a Raleigh area entrepreneur, J. Fielding Miller, and his wife, Kim Grice Miller. The Miller School of Entrepreneurship serves as a regional hub for preparing students to take an entrepreneurial mindset and skillset into their communities. The Miller School is committed to an experiential-based curriculum and co-curricular activities for students in the BS Entrepreneurship degree and Entrepreneurship Certificate programs. In addition, its faculty are involved in scholarly activities with a focus on applied and/or sponsored research and thought leadership in the fields of entrepreneurship, small business, family business and innovation. The Miller School also provides internships and award-winning student consulting projects for regional business clients.

Leaning on the Miller School's applied research expertise, the Crisp Small Business Resource Center will provide emerging entrepreneurs from our campus and surrounding communities with best practices and proven knowledge required to start and sustain enterprises in eastern North Carolina. Distinct center activities will include specialized research reports and grants, community workshops, and executive education offerings. In addition, the Crisp Small Business Resource Center will help convert curricular programs in the Miller School into actionable ideas and ventures created by students from all academic fields. Efforts will focus on working collaboratively across campus and with regional partners to sponsor events for both the research and business communities.

Pairing a strong Small Business Resource Center with a high quality academic degree program in the Miller School will allow ECU to become nationally-ranked in entrepreneurship education. ECU will be uniquely positioned among just a handful of universities across the country to have a named School of Entrepreneurship (Miller) and Small Business Resource Center (Crisp). In addition to increased programming efforts, the Crisp Small Business Resource Center can strengthen the branding of entrepreneurial efforts within eastern North Carolina.

In the future, the Crisp Small Business Resource Center can help grow existing activities and offer new programming to support entrepreneurial growth in the region. This can range from student consulting projects to specialized research projects and community workshops for regional entrepreneurs and business owners. For program rankings, Princeton Review and other comparable outlets measure success through activities strengthened by center programming. Surveys ask for key metrics such as business start-ups, capital raised, and jobs created. Research shows that co-curricular programming drives business startups, creates relationships within communities to leverage resources, and stimulates the creation of an entrepreneurial culture across campus and your service region.

The image below is the mock homepage for the Crisp Small Business Resource Center, to be housed within the Miller School of Entrepreneurship website.

ECU

College of Business

About ▾ Undergraduate ▾ Graduate ▾ Research ▾ Global ▾ Alumni ▾

Crisp Small Business Resource Center

Leaning on the Miller School of Entrepreneurship applied research expertise, the Crisp Small Business Resource Center provides ECU's students and community the best practices and proven knowledge required to start and sustain enterprises in eastern North Carolina.

Community Workshops

Executive Education

Student Consulting

Thought Leadership & Grants

STATE OF NORTH CAROLINA
COUNTY OF PITT

HEAD WOMEN'S BASKETBALL COACH EMPLOYMENT AGREEMENT

THIS HEAD WOMEN'S BASKETBALL COACH EMPLOYMENT AGREEMENT (the Agreement"), is made and entered into on this the ____ day of _____, 2019 by **East Carolina University** ("ECU" or "UNIVERSITY"), an educational institution and agency of the State of North Carolina, and Kim McNeill ("COACH"). ECU and COACH may be referred to herein individually as a "Party" or, collectively, as the "Parties."

WITNESSETH:

WHEREAS, ECU is a constituent institution of the University of North Carolina and maintains an intercollegiate athletics department within Division I of the National Collegiate Athletics Association (the "NCAA");

WHEREAS, COACH is experienced as a coach in the field of athletics and desires to perform duties as Head Women's Basketball Coach, responsible for coaching ECU's NCAA Division I Women's basketball team (the "Team") and ECU's intercollegiate Women's Basketball Program (the "Basketball Program");

WHEREAS, the parties acknowledge that although this Agreement is sports-related, the primary mission of ECU is education, and, accordingly, the primary purpose of all ECU's legal arrangements, including this Agreement, is the furtherance of ECU's educational mission.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties agree as follows:

I. TERM OF EMPLOYMENT

- A. ECU employs COACH as Head Women's Basketball Coach for a term of five (5) years beginning on April 1, 2019 and ending on March 31, 2024. COACH accepts employment in this position and agrees to faithfully, diligently, and competently perform the duties of COACH, as set forth herein. COACH's employment under this Agreement shall continue until the ending date set forth above, unless terminated earlier as provided herein or extended beyond the date as the parties shall agree in writing and as approved by ECU's Chancellor (the "Chancellor") and, if required by applicable policy, by UNIVERSITY'S Board of Trustees.
- B. COACH shall be considered a non-faculty Senior Academic and Administrative Officer-Tier II ("SAAO Tier II") employee exempt from the North Carolina State Human Resources Act ("EHRA"), such positions being known as EHRA Non-Faculty (or EPA Non-Faculty) at ECU. COACH'S employment is subject to the East Carolina

University "Employment Policy for Employees Exempt from the State Human Resources Act" as adopted by the Board of Trustees, and as revised from time to time (the "Policy"). The Policy and other policies and rules to which COACH is subject and shall abide are contained in the Code of the UNC Board of Governors and ECU's policies, regulations and rules. Such policies may be accessed at: <http://www.ecu.edu/PRR> and <https://www.northcarolina.edu/apps/policy/index.php?pg=toc&id=12&add ed=&return url=%2Fapps%2Fpolicy%2Findex.php%3Fpg%3Dtoc%26id%3D> and are incorporated herein by reference. COACH accepts and shall abide by the Code of the UNC Board of Governors and ECU's policies, regulations and rules.

- C. The Director of Athletics for the UNIVERSITY ("Director" or "Director of Athletics") shall provide a written evaluation of the COACH's performance on an annual basis.
- D. It is expressly understood and agreed by the parties that this Agreement is not effective until COACH has satisfied ECU's background check requirements and, should COACH not satisfy said requirements, this Agreement is null and void and without legal consequence to the Parties.

II. DUTIES

- A. ECU hereby employs COACH as the Head Women's Basketball Coach of the Team with all the duties, responsibilities, and obligations normally associated with the position of Head Women's Basketball Coach at a major university. Duties include, but are not limited to, the following:
 - (1) The COACH will serve as the Head Women's Basketball Coach of the Team and devote her full time, energy, and abilities for the exclusive benefit of ECU as specifically set forth herein. COACH will be responsible for performing all the duties, responsibilities, and obligations normally associated with the position of Head Women's Basketball Coach at a major university.
 - (2) The COACH shall perform all duties specified herein in strict compliance with the constitution, by-laws, rules, and regulations of the NCAA, and the American Athletic Conference (the "AAC") and any other association, conference, or like organization approved by the NCAA with which ECU is or may become affiliated (the "Conference"), including recruiting rules, and with the policies of East Carolina University and its Athletics Department and of the Board of Governors of The University of North Carolina (the "BOG") and any applicable State or Federal law, rule or regulation, as, collectively, the same are now constituted or as any of the same may be amended during the term hereof.
 - (3) The Basketball Program under the direction of the COACH must comply with all policies, rules, and regulations of ECU and the BOG and the

constitutions, bylaws, policies, rules and regulations of the NCAA and the Conference. Each time "Athletic Program Personnel" or "Basketball Program Personnel" is used throughout this Agreement, the phrase shall refer to all assistant basketball coaches and other ECU employees, contractors, student athletes and volunteers under the supervisory responsibility, both direct and indirect, of the COACH, as well as all functions and responsibilities assigned to persons in those positions. The COACH shall be responsible for instructing, supervising, and monitoring the conduct of Basketball Program Personnel with the goal of assuring full compliance with the constitution, by-laws, rules, and regulations of the NCAA and the Conference, including recruiting rules, and with the policies of East Carolina University and its Athletics Department and of the BOG and any applicable State or federal law, rule or regulation, as, collectively, the same are now constituted or as any of the same may be amended during the term hereof. In the event the Coach becomes aware of or has reasonable cause to believe that any violation of the constitution, bylaws, rules or regulations of the NCAA or the Conference or other applicable policies or laws may have taken place, she shall report the same promptly to the Director of Athletics or the Chancellor.

- (4) The COACH shall make all reasonable efforts to promote and encourage sportsmanship in her coaches, players, and fans in attendance at intercollegiate Basketball contests.
- (5) Devote her best efforts full time in leadership, supervision, and promotion of ECU's Team and Basketball Program that supports said Team, including, but not limited to, with regard to ensuring compliance with applicable laws, rules, and requirements, and the promotion of the mission of ECU and its intercollegiate athletics program, ECU's high standard of academic excellence, and the general health and welfare of student-athletes;
- (6) The parties agree that the policies regarding the athletic program at ECU shall be determined by ECU; however, the implementation of the daily routine and administration as they pertain to the Basketball Program shall be the primary responsibility of the COACH in compliance with all policies, rules, and regulations of the NCAA, Conference, ECU, and the BOG;
- (7) Use best efforts to ensure that the Basketball Program is and/or operates in compliance with the Constitution and Bylaws of the Conference and also with the Constitution, Bylaws, rules and regulations of the NCAA; all State and Federal laws, and policies and procedures of The University of North Carolina and ECU;
- (8) Understand, observe and uphold all standards, including but not limited to academic standards and requirements, policies, rules and regulations of ECU as well as the Constitution and Bylaws of the Conference and of the NCAA, all applicable State and Federal laws, and all policies and procedures of The

University of North Carolina and ECU as may be amended from time to time, and use best efforts to ensure compliance with all of the same standards, requirements, policies, rules, regulations, Constitution, Bylaws, laws and procedures by all coaches and other athletic department personnel under the supervisory responsibility of COACH, both direct and indirect, as well as the Basketball Program and all functions and responsibilities assigned to those persons;

- (9) Use best efforts to foster academic values, maintain program integrity, and encourage and contribute to the academic progress of all Team members under her supervision and to use best efforts to ensure that all academic standards, requirements, and policies of ECU are observed including those in connection with the recruiting and eligibility of prospective and current student athletes, and specifically with regard to the recruiting of student athletes who are academically qualified;
- (10) Use best efforts to ensure the safety and welfare of student-athletes under COACH's supervision; use best efforts to ensure that coaching and administrative staff actively support the Basketball Program and ECU's joint commitment to academic achievement for each student-athlete under COACH's supervision, to include promoting academic advising and counseling services; promote an environment that encourages student-athletes to achieve the best grades possible and to make progress toward a degree in a defined academic program;
- (11) Interview, screen, and recommend to the Director of Athletics for employment all assistant Basketball coaches. The hiring of assistants and all personnel within the Basketball Program shall comply with all applicable ECU policies and regulations. The COACH shall recommend to the Director of Athletics the salaries of the assistant coaches and each year shall provide written annual evaluations of their performances to the Director. The COACH shall recommend to the Athletic Director that an assistant coach be terminated if the assistant's services are not satisfactory to the COACH;
- (12) Maintain and enforce any and all disciplinary policies and drug/alcohol policies of ECU;
- (13) Maintain effective relations with governing boards, associations, conferences, committees, alumni, students, faculty, and staff;
- (14) Each Agreement Year make appearances/speeches at Pirate Club fundraising socials and events. COACH agrees to make reasonable efforts to accommodate any such requests based upon his/her other outstanding commitments, including her primary coaching responsibilities. Only those appearances made at the request of ECU shall count toward satisfaction of the obligations of COACH under this paragraph;

- (15) Promptly advise the Director of Athletics or the Chancellor if the COACH has any reason to believe that any violation of NCAA or Conference constitutional provisions, bylaws, rules, or regulations has occurred or will occur and shall cooperate fully in any investigation of possible violations conducted or authorized by the UNIVERSITY, the Conference, or the NCAA at any time, including but not limited to the NCAA infractions process, including the investigation and adjudication of a case;
 - (16) Promptly advise the Chancellor, Director of Athletics, and the Senior Associate Athletic Director for Compliance if the COACH has any reason to believe that ECU's Basketball Program may be at risk of being deemed ineligible to compete in any NCAA or Conference competition due to academic, conduct related or other compliance concerns; and
 - (17) Perform such other duties as assigned from time to time by the Director of Athletics.
 - (18) The COACH shall not attempt to raise money to support the Basketball Program budget without the prior written approval of the Director of Athletics. All requests of financial support from the Pirate Club for the Basketball Program will be channeled through the Director of Athletics to the Executive Committee of the Pirate Club.
 - (19) The COACH shall not instruct or knowingly permit her assistants or anyone under her direct or indirect supervision (including, but not limited to, volunteers) to do anything that this Agreement prohibits COACH from doing.
 - (20) If COACH is found to have committed violations of NCAA rules or regulations, whether while employed by ECU or during prior employment at another NCAA member institution, COACH shall be subject to disciplinary action as set forth in the provisions of the NCAA infractions process and applicable ECU policies, regulations or rules, including the Policy. Such disciplinary action may include, but is not limited to, suspension without pay or termination for cause.
- B. COACH agrees to faithfully, diligently, and competently perform the duties of Head Women's Basketball Coach, and to devote such time, attention, and skills to the performance of said duties as necessary to meet the responsibilities of the position of Head Women's Basketball Coach. COACH shall report to and be under the immediate supervision of the Director of Athletics. COACH agrees that the failure to discharge any of the duties of Head Women's Basketball Coach constitutes a breach of this Agreement that would allow ECU to terminate COACH for cause.
- C. If COACH is found to have committed violations of NCAA rules or regulations, whether while employed by ECU or during prior employment at another NCAA

member institution, COACH shall be subject to disciplinary action as set forth in the provisions of the NCAA infractions process and applicable ECU policies, regulations or rules, including the Policy. Such disciplinary action may include suspension without pay or termination for cause in accordance with section XI of this Agreement. In the event that any future or amended NCAA or Conference rule, regulation, bylaw, or constitutional provision should render ineffectual this Article II as a basis for protecting the institutional integrity of ECU, then COACH and ECU will, to the extent possible, engage in good faith negotiations to revise this Article II or to substitute an alternative provision that would allow for a materially similar duty to be imposed upon the COACH with materially similar consequences for failure to perform said duty while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.

- D. The parties mutually agree that major public announcements (e.g. suspension of players from the team, schedule modifications) made through any medium concerning the Basketball program at ECU will be discussed with each other, including specifically the Director of Athletics (or his designee) and COACH, prior to said announcements being made public.
- E. Both parties agree to give full and faithful allegiance to the other as concerns the Women's Basketball Program.

III. ANNUAL SALARY

The Annual Salary for the position of COACH is Two-Hundred Thousand Dollars (\$200,000) ("Annual Salary"), based on a twelve (12) month employment period. The salary will be paid in semi-monthly installments with the first installment paid no later than May 1, 2019 and continuing through the term of COACH's employment relationship with the UNIVERSITY under this Agreement. For purposes of clarification, through the described installment payments, COACH will receive a pro-rata amount of the Annual Salary for each Agreement calendar year. Such installment payment may be in addition to any pro-rata monthly payment amount accrued of any supplemental compensation or bonus due and payable as described in, and in accordance with Appendix A. COACH will receive any and all other regular employment benefits provided by the State of North Carolina to similarly situated employees, plus benefits provided to University EHRA Non-Faculty employees based upon the Annual Salary.

IV. BENEFITS AND OTHER NON-SALARY COMPENSATION

ECU shall provide COACH all benefits and other non-salary compensation included and as specified in Appendix A, attached hereto and incorporated by reference.

V. OUTSIDE COMPENSATION

A. COACH may earn other compensation from sources outside of ECU while employed by ECU with prior approval by the Chancellor and the Athletic Director. Any outside compensation is subject to compliance with ECU's "Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay" and the "Policy on External Professional Activities for Pay" of the UNC Board of Governors, both of which are herein incorporated by reference, and is subject to all other relevant State and Federal policies and laws concerning conflict of interest. Such activities are independent of COACH's employment with ECU, ECU shall have no responsibility for any claims arising therefrom, and the COACH shall indemnify and hold harmless ECU from any and all claims and/or losses as a result of COACH's participation in such activities. Activities for outside compensation shall include, but not be limited to, engaging in any radio, television, motion picture, internet, stage, writing or any similar activity, personal appearances, commercial endorsements, and sport camps. Subject to specific reporting requirements established by ECU, no outside activities will be allowed without having on file with ECU, a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities. Request forms, disclosures and reports related to external activities for pay as described in the section are currently submitted electronically utilizing ECU's online Activities, Interests, and Relationships Management System ("AIR"), and in the future may be submitted using a different system or process as is designated by ECU. A sample of the current form is attached hereto as Appendix B for illustrative purposes only. The AIR system may be accessed at <https://ecu.myresearchonline.org/air/>.

(i) SUMMER CAMPS: The COACH may conduct Basketball clinics/camps in/at ECU facilities at the discretion of the Athletic Director provided that COACH and COACH'S operation of any such camp must comply with all applicable laws, NCAA and ECU regulations and policies, including ECU's "Youth Camps and Programs" Regulation. At a minimum, COACH will be allowed to operate two weeks of Basketball summer camps on the campus of ECU each summer while she is employed as Head Women's Basketball Coach, under the terms provided by University policy. The COACH may not solicit sponsorships for said camps without the approval of the Director of Athletics. Said camps and camp sponsorship solicitations must comply with all applicable laws and the policies of ECU, the NCAA, and AAC. Nothing herein shall prohibit COACH from conducting additional Basketball camps and clinics so long as such activities are approved in advance by the Director of Athletics and comply with all applicable University, Conference, and NCAA guidelines and policies, including without limitation the University's "Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay"

(ii) COMMERCIAL ENDORSEMENTS:

a. Only with prior written approval of the Director of Athletics and in compliance with applicable ECU policy, the COACH will be allowed to accept remuneration for commercial endorsements if they (i) fall within the guidelines of the NCAA and the AAC; (ii) do not conflict with sponsorship agreements

- entered into by ECU; and (iii) do not reflect unfavorably upon ECU as determined within ECU's sole discretion.
- b. If the COACH makes commercial endorsements, she may identify herself as the Head Women's Basketball Coach of East Carolina University but shall not otherwise associate ECU'S name, logos or marks with the endorsement. The COACH shall not use any ECU students in any endorsement of private products or services and shall not film any commercials or be photographed endorsing private products or services on ECU property.
 - c. The COACH'S commercial endorsements are independent of her ECU employment and ECU will have no responsibility or liability for any claims arising there from.
 - d. Notwithstanding subparts V.A.(ii).a-c, the COACH agrees that she shall not establish an internet website or weblog or online presence, Facebook or Twitter account, or other social media program or presence in any form, including any social networking site, that in any way relates to ECU Basketball program or her position as COACH at ECU without the written consent of the Director of Athletics.
- B. In accordance with ECU policy and NCAA Bylaw 11.3.2, which are incorporated herein by reference, COACH shall report annually on July 1 to the Director of Athletics and the Chancellor all athletically-related income from sources outside ECU, including but not limited to, income from sports camps and clinics, television and radio programs, commercial endorsements, consulting agreements, and all other athletically-related income from whatever outside source. Such income shall be reported in a manner as prescribed by the Athletics Department, which may be subject to change. The current East Carolina University Athletically Related Income form, as of the date of this Agreement, is attached hereto as Appendix C. COACH shall ensure that upon request ECU has reasonable and prompt access to all records of COACH to verify this report.
- C. COACH agrees that ECU may use, without payment of additional compensation to COACH, COACH's name, picture, likeness and voice in connection with any such programs and endorsements that promote ECU. This provision shall survive expiration or termination of this Agreement.
- D. INTENTIONALLY OMITTED.
- E. For the duration of this Agreement, the COACH shall not enter into or be a party to any shoe, apparel, or equipment agreement, including any agreement that obligates the COACH to wear, promote, endorse, or consult with a manufacturer or seller concerning the design and/or marketing of shoes, apparel, or equipment. This notwithstanding, ECU may require the COACH to comply and COACH shall cooperate with the terms of any shoe, apparel, and equipment agreements entered

into by ECU, including but not limited to, requiring the COACH to wear or use a particular brand of shoe, apparel or equipment while performing her duties as the Head Women's Basketball Coach. ECU is entitled to all revenue and/or proceeds derived from any shoe, apparel, or equipment contract entered into by ECU.

VI. BUYOUT PAYMENT

To the extent permitted by applicable law and University of North Carolina and ECU policy, ECU agrees to be responsible for COACH's obligation under her previous employment agreement with the University of Hartford ("Hartford") to pay a "Buyout" payment to Hartford in an amount not to exceed \$65,790 and, in no event, exceeding the actual amount of the buyout amount to be paid by COACH to Hartford (the "Buyout Amount"). ECU shall pay COACH an amount equal to any tax liability incurred by COACH due to the payment of the Buyout Amount to Hartford. The COACH shall use these funds in compliance with NCAA, Conference, and UNIVERISTY regulations, rules and policies.

VII. TAXES

COACH acknowledges that, in addition to the salary provided for in this Agreement, certain benefits and other non-salary compensation she receives incident to her employment relationship with ECU 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 ECU shall withhold taxes on amounts paid or due to COACH and the value of benefits and other non-salary compensation provided to COACH, to the extent required by applicable law and regulation.

VIII. UNIVERSITY RECORDS

- A. All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data furnished to COACH by ECU or developed by COACH on behalf of ECU or at ECU's direction or for ECU's use or otherwise in connection with COACH's employment hereunder are and shall remain the sole property of ECU. COACH shall ensure all said materials or articles of information are in the possession of ECU as of the date of expiration or termination of this Agreement. If ECU requests access/or the return of such materials at any time during or at or after the termination of COACH's employment, COACH shall immediately deliver the same to ECU.
- B. COACH may request copies of University records relating to the Women's Basketball Program from the University, which request shall not be unreasonably denied; provided, however, the Parties understand and agree that the University will not provide COACH records that contain information that is confidential pursuant to applicable law and University's policies, including, but not limited to, student education records and third party personnel records. Thus, the University will not unreasonably interfere with COACH's ability to gather, retrieve, and retain materials created and derived from COACH's intellectual capital relating to coaching concepts,

themes, and ideas that were created specifically for the benefit of the Women's Basketball Program.

IX. COACH SUBJECT TO REASSIGNMENT

Throughout the term of this Agreement, COACH shall use her best full-time energies and abilities for the exclusive benefit of ECU. It is understood by the parties, however, that during the term of this Agreement, ECU retains the right to reassign the COACH to other positions, for a period not to exceed ninety (90) days and as agreed upon in good faith by COACH, the Director of Athletics, and the Chancellor, with different duties that ECU deems to be reasonably consistent with COACH's education and experience, with no diminution in Annual Salary. In the event COACH, the Director of Athletics, and the Chancellor cannot come to a mutual agreement regarding reassignment, the Chancellor, in consultation with the Director of Athletics shall have the final authority. Such ninety (90) day period may be extended in the Chancellor's sole discretion to the extent the Chancellor determines, in good faith, that such extension is necessary. ECU's obligation to provide non-salary or deferred compensation under Appendix A will terminate upon reassignment at the ECU's sole discretion, except that ECU shall pay, subject to the conditions in Appendix A, any bonuses earned under Appendix A prior to reassignment and any supplemental compensation earned under Appendix A on a pro-rata basis up to the date of the reassignment. Upon cessation of Head Women's Basketball Coach duties and responsibilities, COACH shall voluntarily relinquish all appointments on NCAA or athletic conference committees, subcommittees and/or councils of any nature. If ECU makes such a decision to reassign COACH and COACH refuses to accept such reassignment, then ECU may terminate this Agreement for cause.

X. AUTOMATIC TERMINATION UPON DEATH OR DISABILITY OF COACH

- A. This Agreement shall terminate automatically upon the death of COACH. If this Agreement is terminated pursuant to this section because of death, the COACH's Annual Salary and all other benefits shall terminate as of the end of the calendar month in which death occurs, except that COACH's personal representative or other designated beneficiary shall be paid any bonuses earned under Appendix A prior to death, any supplemental compensation earned under Appendix A on a pro-rata basis prior to death, and all such death benefits, if any, as may be contained in any benefit plan and due to COACH as an EHRA non-faculty employee.
- B. This Agreement shall terminate automatically upon the permanent disability of COACH. For purposes of this provision, COACH shall be deemed permanently disabled if, due to a mental or physical impairment, COACH is unable to perform the essential functions of the job with or without reasonable accommodation for a period of ninety (90) days. If this Agreement is terminated pursuant to this section because of permanent disability, ECU's sole obligation shall be to pay that portion of the Annual Salary as set forth in Article III due to COACH as of the date of termination, disability benefits to which COACH may be entitled to under any disability program in which COACH is enrolled through ECU, any bonuses earned under Appendix A

prior to permanent disability, and any supplemental compensation earned under Appendix A on a pro-rata basis up to the date of permanent disability.

XI. COACH REPRESENTATION AND WARRANTIES; TERMINATION BY ECU FOR CAUSE

- A. COACH represents and warrants that she has disclosed to ECU: (a) any known previous material breach or alleged material breach by COACH of her duties or her employment agreement or other agreement at any other NCAA member institution; (b) any known material violation or alleged violation of any law or rule applicable to intercollegiate athletics by COACH or any person under her direct or indirect supervision; (c) any known major violation or alleged violation by any athletic program, including the Women's Basketball Program, under the direction of COACH, including, but not limited to, a member of the coaching staff, a player, or any other person affiliated with the intercollegiate athletics program who reported directly or indirectly to COACH, of rules or regulations of the NCAA or any other association, conference or like organization associated with another NCAA member institution, state or federal laws, rules or regulations, or any rules or policies of another NCAA member institution; (d) other known material misconduct or alleged misconduct, including without limitation fraud, dishonesty, acts of violence, or other conduct that is contrary to the mission of another NCAA member institution or an educational institution; and (e) all convictions and guilty pleas of COACH, including an Alford Plea, to (i) a felony or (ii) a criminal offense which constitutes fraud, dishonesty or moral turpitude, the underlying offense or activity, but not the conviction or guilty plea, having occurred prior to the date of COACH's signature below. COACH understands and agrees that this representation and warranty is a material inducement for ECU to enter into this Agreement, and that ECU has relied upon this representation and warranty in entering into this Agreement with COACH. For the purpose of clarity, the term "alleged" as used in this Section XI(A) means a claim or assertion of which COACH is aware.
- B. This Agreement may be terminated by ECU for cause. "Cause" shall include, but not be limited to, the following:
- (1) Failure to satisfactorily carry out the duties of COACH as defined in Article II of this Agreement [DUTIES] and, where applicable, failure to cure same within thirty (30) calendar days of receiving written notice of such failure from ECU, or within such additional timeframe as reasonably necessary and as approved by the Director of Athletics;
 - (2) A major or willful violation or multiple secondary violations by COACH, or knowing participation by COACH in a violation by an assistant/associate COACH or COACH or other staff member of which COACH had reason to know, or should have known through the exercise of reasonable diligence or which COACH condoned of an NCAA regulation or bylaw or a Conference regulation or bylaw, whether while employed by ECU or during prior employment at another NCAA member institution;

- (3) Any act or omission that constitutes a violation by COACH of any policy or regulation of ECU or of the Board of Governors of the University of North Carolina, of the constitution, or any bylaw, rule or regulation of the NCAA, AAC, or any other association, conference or like organization with which ECU is or may become affiliated, to the extent such violation is deemed in the sole discretion of ECU to be grounds for termination of the Agreement for cause. ECU will deem a violation to be grounds for termination under this Section XI.B.(3), if it is serious or intentional or negligently committed, including with regard to NCAA provisions any major or serious violation (e.g., repeated violations or any violation that the University determines could reasonably be expected to result in sanctions such as probation, forfeiture of athletic contests, loss of one or more scholarships, prohibitions against conference or championship or telecast appearances, restrictions on a coach's right to recruit, etc.).
- (4) Failure of COACH to appropriately monitor and report any compliance or NCAA eligibility issues of which COACH is aware, or with the appropriate and reasonable monitoring of ECU's Basketball Program, COACH should have been aware;
- (5) Failure of the COACH to appropriately monitor, manage, and report to the Director of Athletics, the Chancellor and other appropriate ECU personnel, any issues or conditions within the COACH's purview that adversely affect the safety and welfare of student athletes, including, but not limited to, failing to ensure that coaching staff of the Women's Basketball Program are directed to comply with, and are complying with, best practices with regard to the management of suspected concussions, heat stroke, and other serious medical conditions known to affect student athletes.
- (6) Conviction of, or a guilty plea, including an Alford Plea, to (i) a felony or (ii) a criminal offense which constitutes fraud, dishonesty or moral turpitude;
- (7) Misconduct of the COACH, or misconduct of any assistant or associate COACH or of a COACH or of his/her staff of which the COACH knew, had reason to know, or should have known through the exercise of reasonable diligence or knowledge or which COACH condoned, of such a nature, as reasonably determined in the discretion of ECU, that would tend to bring disrespect, contempt or ridicule upon ECU, or which brings discredit to ECU, or which harms ECU's reputation, or which reasonably brings into question the integrity of the COACH or that, as determined in the sole discretion of the Chancellor, would render COACH unfit to serve in the position of Head Women's Basketball Coach;
- (8) Failure by COACH to use best efforts to ensure that academically qualified student athletes are recruited and that student athletes are making adequate progress in a defined degree program;
- (9) Refusal of COACH to carry out reasonable directives from the Director of Athletics and/or the Chancellor;

- (10) Seeking, interviewing for or negotiating terms for, whether directly or through any agent or representative (acting with or without COACH's knowledge), employment with another sports-related business or program without the express written approval of the Director of Athletics or the Chancellor, which approval shall not be unreasonably withheld;
 - (11) A breach of any representation and/or warranty made by COACH in Section XI(A) or any other act, whether occurring prior to or during the Term, which brings serious discredit to the Basketball Program or would be likely to cause prospective student-athletes to elect not to attend ECU; or
 - (12) Any of those causes specified in the Employment Policies for EHRA employees of the University of North Carolina or ECU, as adopted and revised from time to time.
- C. In the event of a termination under this section, ECU's sole obligation to COACH shall be to pay COACH that portion of the Annual Salary as set forth in Article III earned, accrued and owing to COACH as of the date of such termination, but not beyond that date, and any supplemental compensation earned under Appendix A on a pro-rata basis up to the date of termination. In the event ECU exercises its right to terminate the Agreement with cause, ECU shall not be obligated to pay COACH any other compensation or benefits described in the Agreement, including but not limited to any loss of business opportunities or loss of other compensation, income, benefits, or perquisites from any sources, that might occur as a result of such termination.
 - D. Any process to terminate COACH for cause shall be conducted in compliance with the Policy and all other applicable policies and regulations.

XII. TERMINATION BY ECU WITHOUT CAUSE

- A. This Agreement may be terminated by ECU at any time without cause.
- B. In the event ECU exercises its right to terminate COACH's employment or this Agreement without cause, ECU's sole financial obligation shall be limited to paying COACH the remaining and unpaid amount of Annual Salary that would have been due and payable to her under Article III of this Agreement had COACH remained employed by ECU for the remaining term of the Agreement and, if applicable, any bonuses earned as of the effective date of termination. In the event ECU exercises its right to terminate COACH's employment or the Agreement without cause, ECU shall not be obligated to pay COACH any other compensation described in the Agreement or be responsible for consequential damages, including but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination. Payment of the total amount determined shall occur over the remaining term of the Agreement as follows: 1) Within thirty (30) days of the effective date of termination without cause, payment shall be made of amounts due with respect to the remainder of that contract year, and

2) payments due hereunder with respect to each subsequent year shall be made in equal semi-monthly installments during such subsequent contract year, until all amounts due under this Article XII have been paid in full. As a precondition for COACH's receipt of the amounts payable under this Section XII(B), ECU may, in its sole discretion, require COACH to execute a release in favor of ECU, and any affiliated entities, releasing them and their agents, trustees, directors, officers, representatives and employees from any and all Federal or State law claims that COACH may have against them at the time of the release, including, but not limited to, claims resulting from the breach or termination of this Agreement or the severance of COACH's relationship with ECU.

- C. COACH acknowledges her obligation to minimize the payments due to her under section XII(B) and agrees to make every reasonable effort to obtain other employment as long as ECU has the obligation to make payments under section XII(B). If the COACH obtains new employment, ECU's financial obligations under section XII(B) shall be reduced by the total compensation that is expected to be received by COACH in her new position, including employee benefits, whether in cash, deferred payments, or in kind if COACH were to fully perform under COACH's new employment relationship. COACH shall immediately, upon acceptance of other employment, notify the Chancellor in writing of such employment and the total compensation to be paid to COACH for the employment. In addition, COACH agrees to provide ECU with a copy of her W-2 form for each calendar year as long as ECU has the obligation to make payments under section XII(B). Any diminution of compensation in COACH's new position or COACH ceasing to be employed in her new position shall have no effect on the reduced financial obligations of ECU.
- D. If COACH's total expected compensation in the new position exceeds that which COACH would have been paid at ECU as set forth in Article III, then ECU's financial obligations under section XII(B) shall terminate and ECU shall have no additional or future financial obligations to COACH. E. In the event that ECU provides written notice to COACH of documented evidence that, during COACH's term of employment would have been grounds for termination by ECU with cause pursuant to the Policy or this Agreement, ECU's financial obligations under section XII(B) shall terminate upon thirty (30) days of such written notice. F. COACH acknowledges and agrees that ECU's sole financial obligation in the event that COACH is terminated without cause is governed by section XII(B) of this Agreement, and any prior agreements or promises in regard to ECU's payments to COACH due to termination without cause, if any, are null and void.

XIII. TERMINATION BY COACH PRIOR TO EXPIRATION

- A. COACH agrees that the promise to work for ECU for the entire term of the Agreement is essential to ECU. The parties agree that the COACH has special, exceptional, and unique knowledge, skill and ability as a COACH, which, in addition to the continuing acquisition of experience at ECU, as well as ECU's special need for

continuity in its intercollegiate sports program, render the COACH's services unique. COACH therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept employment, under any circumstances, without first informing and obtaining permission from the Chancellor, such employment including athletic related employment requiring performance of duties prior to the expiration date of the term of this Agreement or any extension thereof.

- B. In the event COACH terminates her employment or this Agreement without cause or commits any breach of this Agreement, including but not limited to accepting other employment without first obtaining the permission of the Chancellor, COACH shall pay ECU liquidated damages in lieu of any and all other legal remedies or equitable relief that ECU would be entitled to solely as a direct result of the early termination of this Agreement, equal to the following amounts in each year of this Agreement, respectively:

<u>AGREEMENT YEAR:</u>	<u>LIQUIDATED DAMAGES OWED:</u>
i. April 1, 2019-March 31, 2020	\$1,000,000
ii. April 1, 2020-March 31, 2021	\$800,000
iii. April 1, 2021-March 31, 2022	\$600,000
iv. April 1, 2022-March 31, 2023	\$400,000
v. April 1, 2023-March 31, 2024	\$200,000

- C. COACH, or COACH's designee, shall pay the total of any amounts owed to ECU by COACH under this Article XIII within ninety (90) days following termination of COACH's employment or this Agreement. In the event COACH designates a third party to pay ECU on COACH's behalf, COACH shall remain ultimately responsible to ensure that such third party designee fully satisfy any and all financial obligations as specified herein.
- D. 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 ECU to lose its valuable investment in COACH's continued employment at ECU and could cause ECU additional damages beyond its lost investment, including but not limited to a possible adverse effect on the intercollegiate sports program. 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 provisions of this paragraph are not to be construed as a penalty, but as an attempt by COACH and ECU to establish adequate and reasonable compensation to the University in the event COACH terminates this Agreement. Notwithstanding the foregoing, nothing in this Article XIII shall be construed to, in any way, limit or preclude any claim or legal remedy which ECU may have against COACH that is the result of any other action, inaction or malfeasance of COACH, including any breach of this Agreement not related to COACH's early termination.

XIV. INTENTIONALLY OMITTED

XV. TERMINATION OR AMENDMENT BY BOTH PARTIES

This Agreement may be terminated or amended at any time upon mutual written agreement of all parties.

XVI. COMPENSATION CONDITIONAL

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

XVII. MERGER

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 amendment(s) to this Agreement, executed by both parties prior to becoming effective.

XVIII. INTERPRETATION AND APPLICABLE LAW

This Agreement is made under and shall be interpreted according to the laws of the State of North Carolina and venue for any action relating to or arising from this Agreement shall be a court of competent jurisdiction located in North Carolina. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this Agreement.

XIX. NOTICES

Any notice or other communication required under this Agreement shall be in writing and shall be deemed effective when personally delivered or sent by confirmed facsimile or five (5) days after being deposited in the United States mail, postage prepaid, registered or certified, addressed to the other party at its/his/her respective address or facsimile number set forth below, or such other address or facsimile number as may be given by such party in writing to the other, or with respect to COACH, to the address or facsimile of his/her attorney of record if COACH has provided such in writing to the Chancellor.

ECU:
Chancellor
105 Spilman Building
East Carolina University
Greenville NC 27858

COACH:

XX. BENEFIT

This Agreement, in accordance with its terms and conditions, shall inure to the benefit of and be binding upon ECU, its successors and assigns, and COACH, his/her heirs, executors, administrators and legal representatives.

XXI. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

XXII. SOLE AND ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties and fully supersedes any and all prior offers, discussions, agreements or understandings between the parties hereto. Any and all prior contracts and agreements, oral or written, between the parties are hereby terminated and voided. The Agreement may not be changed or amended orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought.

XXIII. APPROVAL BY BOARD OF TRUSTEES/BOARD OF GOVERNORS

It is expressly understood and agreed by the parties that this Agreement, and any subsequent amendments is/are not effective until approved by ECU's Board of Trustees and COACH has satisfied ECU's background check requirements.

XXIV. PUBLIC RECORDS

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

XXV. FULL AND CAREFUL CONSIDERATION

COACH acknowledges that she has been given the opportunity to fully and carefully consider this Agreement and all of its provisions and to review this Agreement with legal counsel of her own choosing before signing it.

XXVI. ASSIGNMENT

COACH's rights and interest under this Agreement may not be assigned, pledged, or encumbered by COACH. The parties understand and agree that there are no third party beneficiaries to this Agreement.

XXVII. NO WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.

XXVIII. IMMUNITY NOT WAIVED

It is expressly agreed and understood between the parties that ECU is an agency of the State of North Carolina and that nothing contained herein shall be construed to constitute a waiver or relinquishment by ECU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

XXIX. SAVINGS CLAUSE

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of said Agreement.

XXX. COUNTERPARTS

The Parties agree that this Agreement may be executed in multiple, identical original counterparts, each of which is an original, and all said counterparts form only one single Agreement; and may be executed via electronic means (including DocuSign, facsimile, and e-mail).

XXXI. SURVIVAL

The terms and conditions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall so survive.

SIGNATURE PAGE FOLLOWS

APPENDIX A

BENEFITS AND OTHER NON-SALARY COMPENSATION

- A. STATE BENEFITS As an EHRA Non-Faculty Employee, COACH shall be entitled to receive any and all employee-related benefits that are normally available to other twelve-month EHRA Non-Faculty Employees, unless and except as may be expressly stated herein. As an EHRA Non-Faculty Employee, COACH is currently entitled to twenty-four (24) annual leave days per year. COACH acknowledges and agrees that benefits or classifications provided by ECU are subject to change from time to time by the North Carolina General Assembly, the University of North Carolina, or ECU.
- B. MOVING EXPENSES UNIVERSITY shall reimburse COACH for documented personal moving expenses of up to \$15,000 reasonably incurred by COACH within twelve (12) months of the effective date of this Agreement, in accordance with standard procedures and applicable policies of the UNIVERSITY.
- C. HOUSING AND HOUSING ALLOWANCE UNIVERSITY shall make temporary housing available for COACH for a period of up to sixty (60) days from the effective date of this Agreement. At UNIVERSITY's election, and with reasonable notice to COACH, UNIVERSITY may, in its sole discretion, choose to pay COACH a housing allowance not to exceed \$2,000 per month instead of making housing directly available to her.
- D. AUTOMOBILE ECU shall make arrangements for and provide one (1) courtesy or leased vehicle for the COACH to use, contingent upon and while performing her duties under this Agreement. ECU shall be responsible for maintaining collision and comprehensive liability insurance on the vehicle. Alternatively, ECU may provide an annual automobile allowance in the amount of \$9,071, which amount may be adjusted annually consistent with UNIVERSITY policy. COACH shall be responsible for providing maintenance on any vehicle.
- E. CELL PHONE ECU shall pay COACH a cell phone allowance in an amount of \$130/month for a total of \$1560 per twelve (12) months.
- F. BROADCAST PROGRAM PAYMENT ECU and COACH will produce and market television, radio and internet programs, during the entire competitive intercollegiate women's basketball season, including "regular season" games, any conference championship game and any "post-season" game(s). For the work of COACH in connection with the Broadcast Programs and all other public appearances and events, UNIVERSITY will pay COACH as follows:

<u>AGREEMENT YEAR</u>	<u>PAYMENT</u>
(i) April 1, 2019-March 31, 2020	\$135,000
(ii) April 1, 2020-March 31, 2021	\$135,000
(iii) April 1, 2021-March 31, 2022	\$135,000

(iv)	April 1, 2022-March 31, 2023	\$135,000
(v)	April 1, 2023-March 31, 2024	\$135,000

UNIVERSITY's obligation under this Part F (Broadcast Program Payment) shall be paid in semi-monthly payments to COACH. The COACH shall have no ownership interest in the Broadcast Programs or any part thereof, including but not limited to copyright. ECU will be responsible for payment of expenses incurred in marketing and producing the Broadcast Programs and COACH and ECU will mutually define the role of the COACH in the Broadcast Programs. All rights, title and interests in the Broadcast Programs, whether in whole or any part thereof, and all copies thereof, and all copyrights shall be and remain the sole property of ECU, which may use, assign, convey and otherwise use and dispose of the Broadcast Programs, and any parts thereof, as ECU determines appropriate in its sole discretion and without further consent or participation of the COACH, including, but not limited to, revising, editing, reproducing, broadcasting and transmitting as often and whenever ECU desires. COACH shall be entitled to no consideration for her participation in or contribution to any aspect of production, broadcast, rebroadcast, or reproduction of the Broadcast Programs, in whole or part, other than the amount of consideration provided under this Part F. Notwithstanding the foregoing provisions of this Part F, ECU may, in its sole discretion, reduce the frequency of or eliminate entirely production and/or marketing of any or all of the Broadcast Programs at any time and, in such event, ECU's sole obligation to the COACH shall be to pay COACH, while she remains employed as Head Women's Basketball Coach and performing the duties thereof, the compensation that COACH would have earned under this Part F had production and marketing continued and had the COACH participated cooperatively with ECU in said production and marketing. ECU's obligation to pay COACH any compensation under this Part F shall terminate immediately in the event that COACH is no longer employed by ECU as and with the duties of Head Women's Basketball Coach.

G. INCENTIVE BONUSES For so long as COACH is employed as Head Women's Basketball Coach, COACH shall be eligible for additional incentive bonuses, in the amounts and under the conditions as follows, subject to such other contingencies as may be stated in this Agreement:

- i. POST-SEASON PLAY For Team achievement payments under one of the following scenarios each year:
 1. If the Women's Basketball Team is seeded third or higher in the American Athletic Conference or Conference (post-regular season) championship tournament, COACH will be paid \$10,000;
 2. If the Women's Basketball Team wins the American Athletic Conference or Conference championship tournament, COACH will be paid \$10,000;
 3. If the Women's Basketball Team is the American Athletic Conference or Conference Regular Season Champion, COACH will be paid \$15,000;

4. If the Women's Basketball Team plays in the NCAA Women's Division I Basketball Championship Tournament, COACH will be paid \$25,000;
5. If the Women's Basketball Team plays in the regional semifinals game of the NCAA Women's Division I Basketball Championship Tournament (i.e., reaches the "Sweet Sixteen"), COACH will be paid \$25,000;
6. If the Women's Basketball Team plays in the national semifinals game of the NCAA Women's Division I Basketball Championship Tournament (i.e., reaches the "Final Four"), COACH will be paid \$50,000;
7. If the Women's Basketball Team wins the (final) national championship game of the NCAA Women's Division I Basketball Championship Tournament, COACH will be paid \$25,000;
8. If the Women's Basketball Team advances to the Women's National Invitation Tournament ("WNIT"), COACH will be paid \$5,000; and
9. If the Women's Basketball Team wins the WNIT, COACH will be paid \$10,000.

Payment of any bonus to COACH under this Part G(i) shall be made within thirty (30) days following the final tournament game in which the Women's Basketball Team plays that relates to said bonus. Eligibility for bonuses is cumulative (e.g., COACH may earn a total of up to \$125,000.00 if the Basketball Team wins the NCAA Women's Division I Basketball Championship Tournament (i.e., COACH achieves the milestones stated in Sections G(i)(4)-(7)). Eligibility of COACH for bonuses in connection with each of the games listed in this Section (G)(i) is contingent upon COACH's actual participation, as Head Women's Basketball Coach, coaching ECU's Team for and during its participation in the particular game identified (i.e., COACH is ineligible while reassigned, suspended or on leave). ECU has sole discretion to determine whether to seek and whether to accept an invitation for the Team to participate in any Tournament relevant to this Part G(i) and failure to seek or to accept an invitation shall not be a breach of this Agreement.

ii. TEAM PERFORMANCE

1. Top 25. If the Team is ranked by the Associated Press or USA Today or Women's Basketball Coaches Association (WBCA) immediately following the NCAA Tournament Championship Game as one of the top 25 teams in the nation, \$5,000.00.

2. Twenty or more wins. In any regular basketball season in which the Team has twenty (20) or more wins, COACH shall be paid as a bonus \$5,000.
- iii. Academic Award. If the Women's Basketball Team earns the American Athletic Conference or Conference academic award as determined by the American Athletic Conference or Conference (given to the team in each conference-sponsored sport with the highest GPA for the academic year) then, to the extent permitted by law, COACH will be paid a bonus of \$10,000.
- iv. NATIONAL OR WBCA OR NAISMITH or USBW COACH OF THE YEAR If COACH is named "National Coach of the Year" in NCAA Division I Basketball by one or more of the nationally recognized organizations designated in writing by UNIVERSITY, such as Sporting News and Associated Press, or the Women's Basketball Coaches Association (the "WBCA"), or the Naismith or United States Basketball Writers (USBW), one payment of \$10,000, regardless of the number of national awards.
- v. AAC COACH OR WBCA REGIONAL COACH OF THE YEAR If COACH is named as "Women's Basketball Coach of the Year" in the American Athletic Conference ("AAC") or Conference as tallied by the AAC or Conference, or as the WBCA's Regional Basketball Coach of the Year, one payment of \$5,000.
- vi. ACADEMIC PERFORMANCE For annual Team academic performance, calculated according to NCAA requirements, as reported in the Spring 2020 semester and each year thereafter while COACH is employed as Head Women's Basketball Coach, as follows:
- (A) With regard to single-year Academic Progress Rate ("APR") for the Team, an APR equal to 985 or greater, \$2,000; or, for an APR of 950 or more up to 974, \$1,000; and
- (B) For a Team single-year Graduation Success Rate ("GSR") greater than 80%, \$1,000.
- (C) Any amount earned will be paid within sixty (60) days of when the APR and GSR is reported publicly. In order to receive payment under this Part G(vi), the COACH must be employed by and performing substantial services for ECU on the date the APR or GSR is reported publicly.

- H. LONGEVITY BONUS If COACH has been employed by ECU in the position of Head Women's Basketball Coach and with all duties of that position continuously until March 31 of the following Agreement year she will receive the following payment:

<u>Date</u>	<u>Bonus</u>
March 31, 2024	\$50,000

Any amount earned will be paid within sixty (60) days of the date specified above.

- I. COACH agrees that in addition to the salary provided under this Agreement, some benefits and non-salary compensation she receives incident to her employment relationship with ECU 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 acknowledges that ECU shall withhold tax, including FICA withholding, on amounts paid or due to COACH and the value of benefits of other non-salary compensation provided to COACH, to the extent ECU determines it is required by applicable law and regulation.
- J. The parties understand and agree that the right to any bonus, supplemental pay, or non-salary compensation (for purposes of this Part J, the "Bonus") described in this Appendix A vests when any such Bonus is earned, not when any such Bonus is paid. In no event shall the payment of any Bonus be considered part of Annual Salary. In the event that any future or amended State or Federal law, rule or regulation, or NCAA or Conference rule or regulation should a) prohibit the payment of any Bonus; b) render any Bonus illegal or ineffectual; or c) subject ECU to a penalty or assessment or violation of law if such Bonus were to be paid, ECU will, to the extent possible, revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to the COACH while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.
- K. The payment of the bonuses and other compensation described in this Appendix A (for the purpose of this Section K only, individually, the "Bonus" and, collectively, the "Bonuses") is subject to the availability of non-State appropriated funds in the Department's budget and contingent upon a satisfactory performance review of the COACH by the Athletic Director. A Bonus is deemed "earned":
- (i) on the date that the milestone tied to the applicable Bonus has been fully completed and/or achieved; or
 - (ii) where the milestone for a Bonus is based on performance over an entire season, on the date of the last day of the regular season for the Basketball Program; and
 - (iii) provided further, on the date specified in (i) or (ii), where:

- (a) the Women's Basketball Program is in compliance with all NCAA, Conference, and UNC and ECU policies, regulations, bylaws, and constitutional provisions;
- (b) the COACH is actively employed as Head Women's Basketball Coach at ECU; and
- (c) there are no pending or active NCAA or Conference or ECU investigations of violations relating to the Basketball Program.

No bonus will be deemed earned where a condition specified in this Section K is not satisfied.

APPENDIX B

1/28/2019

AIR



HOME (index.cfm?test=home) | MY DASHBOARD | PROFILE | ADMIN | HELP | LOGOUT (index.cfm?event=general_logout)

Logged in as Robert Haberstroh on 01/28/2019
For immediate assistance contact [Office of Research Information Systems](#) at (252) 328-9473

Item List

>>Notice of Intent to Engage in External Professional Activities for Pay - EPAP

1. Discloser Information

[Quick View \(HTML\)](#) | [A-PDF](#) | [Delete Disclosure \(index.cfm?event=disclosure_remove_confirm\)](#)

Contact Information

Contact information displayed is for reference only and cannot be revised on this screen. For assistance with updating your contact information, please business manager for your department.

Last Name: Haberstroh
 First Name: Robert
 Department: RGS - Research Integrity and Compliance
 Title: 10300 University Program Assoc
 Campus Address: 600 Moya Blvd
 Campus Telephone: 2527444140
 Email: haberstroh18@ecu.edu

General Questions

Contracting: ▼
Organization:

Address of Contracting Organization:

Which of the following best describes the contracting organization?

- For-Profit organization
- Non-Profit organization
- Federal
- School district
- Other state/local government agency
- University
- Other

Please describe the nature of the proposed activity:

To the best of your knowledge, does the contracting organization above provide funding or equipment which directly supports a research project on which you have other University duties or activities?

- Yes
- No

Save and Continue



This application is supported by UNC-CH Research Information Systems
DEPLOYED ON 01-27-2019 16:11:16

1/28/2019

AIR



Logged in as Robert Haberstroh on 01/28/2019

For immediate assistance contact Office of Research Information Systems at (252) 328-9473

HOME (index.cfm?event=home) | NY OAS BOARD | PROFILE | ADMIN | HELP | LOGOUT (index.cfm?event=general_logout)

Item List

>> Notice of Intent to Engage in External Professional Activities for Pay - EPAP

1. [Disclosure Information \(index.cfm?\)](#)[Duplicate Disclosure \(index.cfm?event=disclosure_form_duplicate&id=46833\)](#)[Quick View \(HTML\)](#) | [PDF](#) | [Delete](#)[event=disclosure_form&masterid=46833&discType=EPAP_RCOINP](#)[event=disclosure_confirm_delete](#)

2. Disclosure Questions

3. [Disclosure Status \(index.cfm?\)](#)

) of the proposed activity:

[event=disclosure_routing&masterid=46833](#) Board or Directors Member Trustee Consultant Speaker Other

Frequency of activity:

 Single Time Repeating Event

2) Dates

Each EPAP request should only cover a time period with one fiscal year (July 1 – June 30). If your activity spans more than one fiscal year, you must submit request for each fiscal year in which you plan to engage in this activity.

Please enter the Beginning Date of your proposed activity. Remember the dates of your activity must fall within a single fiscal year.

mm/dd/yyyy

Please enter the Ending Date of your proposed activity. Remember the dates of your activity must fall within a single fiscal year.

mm/dd/yyyy

3) Time Commitment

Total number of hours to be devoted to activity:

Total Number of University Business Hours (M-F, 8-5), including travel time, that will be missed due to this activity:

Estimated duration of activity (length of time):

 Less than a month 1-4 months More than 4 months

Do you have a 9-month or 12-month appointment?

 9-month 12-month

On average, how many hours per WEEK will be devoted to this activity for the anticipated duration of the activity within the current fiscal year, ending June

Identify any classes, meetings, or other University duties that will be missed because of involvement in the proposed activity and state what arrangements to cover any such duties.

4) University Resources

Will this activity use any University resources (personnel, products, facilities, equipment, administrative infrastructure (e.g. IRB), etc)? (see [EGU Policy Man](#) (<http://www.gsu.edu/nrr/01/15/03>))

 Yes No

5) Income/Honorarium

Have you or your family received or expect to receive income, royalties, personal gifts, loans, gratuities or anything of value from an entity or vendor related to your primary employer should not be included.

 Yes No

6) Ownership/Equity Interest

https://iastecu.mvresearchonline.org/air/index.cfm?event=disclosure_form.screen2&masterid=46833

1/2

APPENDIX C



Staff Member _____ Title _____ 2014-15
 Academic Year _____

NCAA Bylaw 11.2.2 – Contractual agreements, including letters of appointment, between a full-time or part-time athletics department staff member (excluding secretarial or clerical personnel) and ECU shall include the stipulation that the staff member is required to provide a written detailed account annually to the chancellor for all athletically related income and benefits from sources outside ECU.

Pursuant to NCAA Bylaw 11.2.2, I hereby certify that I received the indicated athletically related income and benefits from sources outside ECU during August 1, 20¹⁴ through July 31, 20¹⁵.

<i>Source</i>	<i>Income</i>
1. Income from Annuities	_____
2. Sports camps	_____
Name and Location: _____	
3. Housing benefits	_____
Describe: _____	
4. Country Club Membership	_____
Location: _____	
5. Athletic Club Membership	_____
Location: _____	
6. Television appearances or commercials	_____
Describe: _____	
7. Radio appearances or commercials	_____
Describe: _____	
8. Endorsement or consultation contracts:	
a. Athletics shoes	_____
Name of Company: _____	
b. Apparel	_____
Name of Company: _____	
c. Equipment	_____
Name of Company: _____	
9. Speaking Engagements	_____
Describe: _____	
10. Courtesy automobile	_____ (Lease Value)
Make and Model of Vehicle: _____	
11. Other (please specify)	_____

Check here if no outside income was received during August 1, 20____ through July 31, 20____.

 Staff Member's Signature

 Date

**Request to
East Carolina University Board of Trustees
September 12-13, 2019**

**2019-20 ECU Athletics Department Staff
Non-Salary Compensation – New and Existing Employees**

In accordance with UNC Policy 300.2.14 and the *ECU Policy on Non-Salary and Deferred Compensation for Employees Exempt from the State Personnel Act*, this non-salary compensation plan for East Carolina University Athletics staff is endorsed by the Chancellor and submitted for consideration by the East Carolina University Board of Trustees.

To the extent allowed by applicable law and the policies of ECU and the University of North Carolina and subject to the approval of such entities as may be required by law and of any said policies, employees in the positions identified below would be eligible for the specified non-salary compensation based upon completion and/or achievement of the benchmark(s) established for said bonus. Payment of any such non-salary compensation is contingent upon the availability of non-State appropriated funds, the varsity sport program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum APR standards; and there being no pending or active NCAA, Conference, or ECU investigations of significant, intentional, or repetitive violations and conduct of any person who is a part of the varsity sport program. These non-salary compensation items cover the 2019-20 budget year and are or will be stipulated in each eligible employee's employment agreement. Use of the words "you" and "your" refer to each employee identified below as eligible for the non-salary compensation described. Decisions concerning non-salary compensation shall not be based in whole or in part upon discriminatory factors of the employee's race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status. Employees may be eligible for additional non-salary compensation not listed below, but only to the extent allowed by applicable law and policies and expressly approved by the East Carolina University Board of Trustees and such entities as may be required by law and said policies.

2019-20 Non-Salary Compensation

1. Football Assistant Coaches and Football Staff

Academic Bonus

A one-time bonus of up to \$5,000 per year for the academic year ending May 2020, if calculated according to NCAA requirements, the ECU varsity intercollegiate football team ("Team") has, with regard to single-year Academic Progress Rate ("APR") for the Team, achieved an APR of 950 or more. You will be eligible to receive this bonus when the APR is reported publicly. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the APR is reported publicly.

Employees who may be eligible for this bonus:

Assistant Coach, Offensive Coordinator - Donnie Kirkpatrick
 Assistant Coach, Defensive Coordinator - Bob Trott
 Assistant Coach, Special Teams Coordinator - Roy Tesh
 Assistant Coach, Outside Receivers - Drew Dudzik
 Assistant Coach, Defensive Line - Jeff Hanson
 Assistant Coach, Tight Ends/Recruiting Coordinator - Fontel Mines
 Assistant Coach, Offensive Line - Steve Shankweiler
 Assistant Coach, Running Backs - De'Rail Sims
 Assistant Coach, Cornerbacks - Brandon Lynch
 Assistant Coach, Inside Linebackers – Byron Thweatt
 Director of Strength and Conditioning - John Williams, Jr.
 Director of Football Administration - Dale Steele
 Director of Football Operations – Nina Baloun
 Director of Player Development - Tarron Williams
 Director of Recruiting/Player Development - John Gunter

Competitive Bonus

A competitive Bonus of up to 1/24 of your annual salary (equivalent to 1/2 of one month) for the Team's participation in a bowl game or up to 1/12 of annual salary (equivalent to one month) if the Team wins a bowl game. These payments are not cumulative. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. The employee must actively participate as a member of the ECU coaching staff in the bowl game to be eligible for either bonus (i.e., the employee is ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:

Assistant Coach, Offensive Coordinator - Donnie Kirkpatrick
 Assistant Coach, Defensive Coordinator - Bob Trott
 Assistant Coach, Special Teams Coordinator - Roy Tesh
 Assistant Coach, Outside Receivers - Drew Dudzik
 Assistant Coach, Defensive Line - Jeff Hanson
 Assistant Coach, Tight Ends/Recruiting Coordinator - Fontel Mines
 Assistant Coach, Offensive Line - Steve Shankweiler
 Assistant Coach, Running Backs - De'Rail Sims
 Assistant Coach, Cornerbacks - Brandon Lynch
 Assistant Coach, Inside Linebackers – Byron Thweatt
 Director of Strength and Conditioning - John Williams, Jr.

Competitive Bonus

Competitive Bonuses of up to \$5,000 for the Team's participation in a bowl game and payment of up to \$5,000 if the Team wins a bowl game. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. The employee must actively participate as a member of the ECU coaching staff in the bowl game to be eligible for either bonus (i.e., the employee is ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:

Director of Football Administration - Dale Steele
 Director of Football Operations – Nina Baloun
 Director of Player Development - Tarron Williams
 Director of Recruiting/Player Development - John Gunter

Competitive Bonus

Competitive Bonus of up to \$5,000 for the Team's participation in a bowl game. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. The employee must actively participate as a member of the ECU coaching staff in the bowl game to be eligible for either bonus (i.e., the employee is ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:

Senior Defensive Analyst/Director of Football Alumni Relations – Kirk Doll
 Assistant Director of Operations – Dorian Jackson
 Director of Football Creative Media – Jarrett Ozimek

2. Olympic Sport Head Coaches (all varsity, NCAA-recognized sports other than FB, MBB, WBB, Baseball)

Academic Bonus

In the event that the team earns the American Athletic Conference academic award as determined by the American Athletic Conference office, you may be eligible for an academic bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the Conference academic award is reported publicly

Head coaches who may be eligible for this bonus:

Head Men's Golf Coach - Andrew Sapp
 Head Women's Golf Coach - Chelsea Buford
 Head Lacrosse Coach - Amanda Barnes
 Head Soccer Coach – Jason Hamilton
 Head Softball Coach - Courtney Oliver
 Head Swimming & Diving Coach - Matt Jabs
 Head Men's Tennis Coach - Shawn Heinchon
 Head Women's Tennis Coach - Tom Morris
 Director of Men's and Women's Track and Field/Cross Country - Curt Kraft
 Head Volleyball Coach - Julie Torbett

Academic Progress Rate (APR) Bonus:

With regard to single-year Academic Progress Rate ("APR") for the Team, an APR equal to 985 or greater, you may be eligible for an academic progress rate bonus of \$2,000. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Further, in order to receive payment of this bonus, you must be employed by and

performing substantial services for ECU on the date the Conference academic award is reported publicly.

Head coaches who may be eligible for this bonus:

Head Men's Golf Coach - Andrew Sapp
 Head Women's Golf Coach - Chelsea Buford
 Head Lacrosse Coach - Amanda Barnes
 Head Soccer Coach – Jason Hamilton
 Head Softball Coach - Courtney Oliver
 Head Swimming & Diving Coach - Matt Jabs
 Head Men's Tennis Coach - Shawn Heinchon
 Head Women's Tennis Coach - Tom Morris
 Director of Men's and Women's Track and Field/Cross Country - Curt Kraft
 Head Volleyball Coach - Julie Torbett

Competitive Bonus

In the event that the team wins the American Athletic Conference Championship or the team is selected for NCAA (post season) Championship Tournament appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Head coaches who may be eligible for this bonus:

Head Men's Golf Coach - Andrew Sapp
 Head Women's Golf Coach - Chelsea Buford
 Head Lacrosse Coach - Amanda Barnes
 Head Soccer Coach – Jason Hamilton
 Head Softball Coach - Courtney Oliver
 Head Swimming & Diving Coach - Matt Jabs
 Head Men's Tennis Coach - Shawn Heinchon
 Head Women's Tennis Coach - Tom Morris
 Head Volleyball Coach - Julie Torbett

Competitive Bonus (Track)

In the event that the team wins the Conference Championship or 5 student-athletes or relay team qualify for an NCAA (post season) Championship Meet appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Head coaches who may be eligible for this bonus:

Director of Men's and Women's Track and Field/Cross Country - Curt Kraft

Competitive Bonus – Regular Season Conference Champion: In the event that the team is the Regular Season Conference Champion, you may be eligible for a bonus of \$2,000. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the season concludes to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Head coaches who may be eligible for this bonus:

Head Soccer Coach – Jason Hamilton

Conference Coach of the Year: In the event you are named as “conference coach of the year” in the American Athletic Conference (“AAC”), as tallied by the AAC, or by the National Soccer Coaches Association of America (NSCAA), you will be eligible for a bonus of \$2,000. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the season concludes to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Head coaches who may be eligible for this bonus:

Head Soccer Coach – Jason Hamilton

National Coach of the Year: In the event you are named as “national coach of the year” in NCAA Division I soccer by the National Soccer Coaches Association of America (NSCAA), you will be eligible for a bonus of \$3,000, regardless of the number of national awards. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the season concludes to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Head coaches who may be eligible for this bonus:

Head Soccer Coach – Jason Hamilton

3. Olympic Sport Assistant Coaches and Directors of Operations (sports other than FB, MBB, WBB, Baseball)

Academic Bonus

In the event that the team earns the American Athletic Conference academic award as determined by the American Athletic Conference office, you may be eligible for an academic bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the

Conference academic award is reported publicly

Employees who may be eligible for this bonus:

Assistant Men's Golf Coach - Dan Ruyle
 Assistant Women's Golf Coach – Robert Fields
 Assistant Lacrosse Coach - Mary Claire Byrne
 Assistant Lacrosse Coach - Emily Parros
 Assistant Soccer Coach – Emily Buccilla
 Assistant Soccer Coach – Brad Keller
 Assistant Softball Coach - Ellie Cooper
 Assistant Softball Coach - Jess Hirschbuhl
 Director of Softball Operations - Maggie Hawkins
 Assistant Swim Coach - Jesse Lyman
 Assistant Swim Coach - Kate Moore
 Assistant Swim Coach - Christa Saunders
 Assistant Swim Coach - Kevin Woodhull-Smith
 Assistant Men's Tennis Coach - Ian Van Cott
 Assistant Women's Tennis Coach - Kirstin Burgess
 Assistant Track Coach - Brie Berkowitz
 Assistant Track Coach - Udon Cheek
 Assistant Track Coach - Jeffrey Gray
 Assistant Track Coach - David Price
 Assistant Track Coach - Josey Weaver
 Assistant Volleyball Coach – Moneshia Simmons
 Assistant Volleyball Coach – Tyler Golsteyn

Competitive Bonus

In the event that the team wins the Conference Championship or the team is selected for NCAA (post season) Championship Tournament appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:

Assistant Men's Golf Coach - Dan Ruyle
 Assistant Women's Golf Coach - Robert Fields
 Assistant Lacrosse Coach - Mary Claire Byrne
 Assistant Lacrosse Coach - Emily Parros
 Assistant Soccer Coach – Emily Buccilla
 Assistant Soccer Coach – Brad Keller
 Assistant Softball Coach - Ellie Cooper
 Assistant Softball Coach - Jess Hirschbuhl
 Director of Softball Operations - Maggie Hawkins
 Assistant Swim Coach - Jesse Lyman

Assistant Swim Coach - Kate Moore
 Assistant Swim Coach - Christa Saunders
 Assistant Swim Coach - Kevin Woodhull-Smith
 Assistant Men's Tennis Coach - Ian Van Cott
 Assistant Women's Tennis Coach - Kirstin Burgess
 Assistant Volleyball Coach – Moneshia Simmons
 Assistant Volleyball Coach – Tyler Golsteyn

Competitive Bonus - Track

In the event that the team wins the Conference Championship or 1 pole vaulter qualifies for an NCAA (post season) Championship Meet appearance (in the area in which you have oversight), you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:
 Assistant Track Coach - Brie Berkowitz

Competitive Bonus - Track

In the event that the team wins the Conference Championship or 5 student-athletes or relay team qualify for an NCAA (post season) Championship Meet appearance (in the area in which you have oversight), you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:
 Assistant Track Coach - Udon Cheek
 Assistant Track Coach - Jeffrey Gray
 Assistant Track Coach - Josey Weaver

Competitive Bonus - Track

In the event that the team wins the Conference Championship or 2 student-athletes qualify for an NCAA (post season) Championship Meet appearance (in the area in which you have oversight), you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:
 Assistant Track Coach - David Price

4. Men's Basketball Assistant Coaches and Director of Operations

Retention Bonus

If you are employed continuously during the immediate preceding twelve months in the position of Assistant Basketball Coach or Director of Basketball Operations at ECU on October 1, 2019, you shall be eligible to receive a one-time retention bonus of up to one-twelfth (1/12) of your annual base salary in effect on the immediately preceding March 31 in such amount as the Director of Athletics will establish prior to the Retention Date after consultation with the Head Coach. The factors to be considered by the Director in making this determination will include competitive performance and team achievement consistent with the goals of university's department of athletics.

Employees who may be eligible for this bonus:

Assistant Coach – Raphael Chillious
 Assistant Coach – Steve Roccaforte
 Director of Basketball Operations - Kyle Robinson
 Assistant to the Head Coach – Ken Potosnak

Academic Bonus

In the event that the team earns the American Athletic Conference academic award as determined by the American Athletic Conference office, you may be eligible for an academic bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the Conference academic award is reported publicly

Employees who may be eligible for this bonus:

Assistant Coach – Raphael Chillious
 Assistant Coach – Steve Roccaforte
 Assistant Coach - George Wright-Easy
 Director of Basketball Operations - Kyle Robinson

Academic Progress Rate (APR) Bonus: With regard to single-year Academic Progress Rate ("APR") for the Team, an APR equal to 985 or greater, you may be eligible for an academic progress rate bonus of \$2,000. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the Conference academic award is reported publicly.

Employees who may be eligible for this bonus:

Assistant Coach – Raphael Chillious
 Assistant Coach – Steve Roccaforte
 Assistant Coach - George Wright-Easy
 Director of Basketball Operations - Kyle Robinson

Competitive Bonus

In the event that the team wins the Conference Championship or the team is selected for NCAA (post season) Championship Tournament appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:

Assistant Coach – Raphael Chillious
 Assistant Coach – Steve Roccaforte
 Assistant Coach - George Wright-Easy
 Director of Basketball Operations - Kyle Robinson

5. Women's Basketball Assistant Coaches and Director of Operations

Academic Bonus

In the event that the team earns the American Athletic Conference academic award as determined by the American Athletic Conference office, you may be eligible for an academic bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the Conference academic award is reported publicly.

Employees who may be eligible for this bonus:

Assistant Women's Basketball Coach – Cory McNeil
 Assistant Women's Basketball Coach – Ali Heller
 Assistant Women's Basketball Coach – Steve Pogue
 Director of Women's Basketball Operations - Sarah Zolcak

Academic Progress Rate (APR) Bonus: With regard to single-year Academic Progress Rate ("APR") for the Team, an APR equal to 985 or greater, you may be eligible for an academic progress rate bonus of \$2,000. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the Conference academic award is reported publicly.

Employees who may be eligible for this bonus:

Assistant Women's Basketball Coach – Cory McNeil
 Assistant Women's Basketball Coach – Ali Heller
 Assistant Women's Basketball Coach – Steve Pogue
 Director of Women's Basketball Operations - Sarah Zolcak

Competitive Bonus

In the event that the team wins the Conference Championship or the team is selected for NCAA (post season) Championship Tournament appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Employees who may be eligible for this bonus:

Assistant Women's Basketball Coach – Cory McNeil
 Assistant Women's Basketball Coach – Ali Heller
 Assistant Women's Basketball Coach – Steve Pogue
 Director of Women's Basketball Operations - Sarah Zolcak

6. Baseball Assistant Coaches and Director of Operations

Retention Bonus

If you are employed continuously during the immediate preceding twelve months in the position of Assistant Baseball Coach or Director of Baseball Operations at ECU on October 1, 2019, you shall be eligible to receive a one-time retention bonus of up to one-twelfth (1/12) of your annual base salary in effect on the immediately preceding June 15 in such amount as the Director of Athletics will establish prior to the Retention Date after consultation with the Head Coach. The factors to be considered by the Director in making this determination will include competitive performance and team achievement consistent with the goals of university's department of athletics.

Employees who may be eligible for this bonus:

Assistant Coach - Jeff Palumbo

Competitive Bonus

You shall be eligible to receive a competitive Bonus in the amounts as specified in conjunction with the team's achievement below. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. You must actively participate as a member of the ECU coaching staff in the Conference Championship or NCAA (post season) Championship Tournament appearance to be eligible for the bonus (i.e., you are ineligible for this bonus while reassigned, suspended, or on leave).

Conference Champion (either Regular Season or Tournament)	\$2,500
NCAA Regional Participation	\$2,500
NCAA Super Regional Participation	\$5,000
NCAA College World Series (CWS) Participation	\$10,000

National Champion (Win NCAA CWS)

\$10,000

These bonuses are cumulative.

Employees who may be eligible for this bonus:

- Assistant Coach - Jeff Palumbo
- Assistant Coach - Jason Dietrich
- Director of Baseball Operations - Blake Hardegree

Country Club Memberships

Subject to approval by the Director of Athletics, designated individuals may receive Club memberships if the membership is deemed useful to the university and is job related and the club has a policy prohibiting discrimination against groups protected by federal and North Carolina law.

Employees who may be eligible to receive membership:

- Sr. Associate Athletics Director/Executive Director Pirate Club - Phillip Wood
- Associate Athletics Director/Associate Executive Director Pirate Club - Mark Hessert
- Assistant Athletics Director/Major Gifts Officer Pirate Club - Will Chriscoe
- Assistant Athletics Director/Major Gifts Pirate Club - Matt Maloney
- Sr. Associate Athletics Director Internal Operations - JJ McLamb
- Director of Football Administration - Dale Steele
- Head Football Coach - Mike Houston
- Head Men's Golf Coach - Andrew Sapp
- Head Women's Golf Coach – Chelsea Buford

8-1-19 AL

8-28-19 KHW

8.29.19 SMC

CONFIDENTIAL

ECU Physicians is requesting incentive payments for two of their high-level administrators. These individuals continue to make significant improvements to the overall operations of the ECU Physicians clinical practice. It is common practice in the healthcare industry to provide incentive to highly productive administrative leaders.

Dagmar Herrmann-Estes is the Director of Clinical Financial Services & Business Operations.

Ms. Herrmann-Estes' responsibilities include but are not limited to: oversight of the revenue cycle for the practice (billing and collection of professional fees, back-end office, accounts receivable, etc.), policy development, as well as indirect responsibility over patient access services. Her current salary is \$175,580. The most recent AAMC median benchmarks available (2017) for a Senior Business Office Executive in a public institution are as follows:

- Median salary = \$174,846
- Of those employees receiving incentive, the median incentive payment = \$15,126
- Salary plus incentives = \$185,338

Ms. Herrmann-Estes has been with ECU Physicians since July 2015 and continues to make substantial improvements. Some examples include, but are not limited to:

- Has increased the gross collection rate from 29.8% in 2015 to 30.4% in May 2019.
- Has decreased the days in A/R from \$59M in June 2015 to \$36M in May 2019.
- Has orchestrated many workflow improvements in her department, as well as for decentralized areas of revenue cycle and patient revenues. These efforts have resulted in more consistent adherence to policies and procedures across departments, as well as a better patient experience.
- Has used her vast knowledge of Epic and clinical financial operations to implement system enhancements that improves collections and reduces denial rates.

Ms. Herrmann-Estes has exceeded expectations during the past 12 months, as she continues to make substantial improvements to our practice. We would like to reward Ms. Herrmann-Estes with a 5% incentive payment, which equates to \$8,779. This would bring her total comp to \$184,359.

Robert LaGesse is the Chief Operations Executive for ECU Physicians.

Mr. LaGesse is responsible for oversight of the ambulatory clinical operations. This includes but is not limited to: strategic planning, development and monitoring of productivity and utilization metrics, primary care and ambulatory network development and coordination of ECUP Emergency Operations and Continuity Plans. His current salary is \$224,300. The most recent AAMC median benchmark is available (2017) for a Senior Operating Executive in a public institution are as follows:

- Median salary = \$236,551
- Of those employees receiving incentive, the median incentive payment = \$35,000
- Salary plus incentives = \$250,164

Mr. LaGesse has been with ECU Physicians since July 2015. His accomplishments include, but are not limited to:

- Development and tracking of meaningful metrics, including provider template utilization, 3rd next available appointment, and referral to appointment time.
- Instrumental in efforts that continue to increase number of available slots in divisions throughout the practice
- Contributed to a team effort to improve every quality metrics as measured by Consumer Assessment of Healthcare Providers and Systems (CAHPS) and Merit-Based Incentive Payment System (MIPS), resulting in incentive payments from Medicare.
- Contributed to efforts that resulted in the reduction of canceled visits by 1%.
- Helped to deploy Team STEPPS, a program designed to improve communication and teamwork skills in the healthcare environment.

Mr. LaGesse has exceeded expectations during the past 12 months and continues to make positive contributions to our clinical operations. We would like to reward Mr. LaGesse with a 2% incentive payment, which equates to \$4,486. This would bring his total comp to \$228,786.

Request to Board of Trustees for Approval of Faculty Practice Incentive Payments (Non-Salary and Deferred Compensation Plan in School of Dental Medicine)

The Board of Trustees is asked to approve Faculty Practice Incentive Payments to eligible faculty in the School of Dental Medicine (SoDM). UNC Policy Manual 300.2.14, "Non-Salary and Deferred Compensation", and ECU Policy on Non-Salary and Deferred Compensation for Employees Exempt from the State Personnel Act authorize the Board of Trustees to approve non-salary compensation for EHRA employees.

In accordance with The UNC Policy Manual 300.2.14, "Non-Salary and Deferred Compensation", this document delineates the SoDM Faculty Practice Incentive Payment criteria and the process for generating the proposed payments to faculty in the ECU School of Dental Medicine.

School of Dental Medicine faculty in Ross Hall are encouraged to develop a Faculty Practice (FP) to hone and maintain their skill set and to further meet the needs of the patient community. The services performed in the FP are exclusively provided by the faculty as opposed to students and residents under the supervision of faculty. These proposed incentives are designed to encourage activity that provides care to more complex patients in our communities as well as patients from the School of Dental Medicine student clinic whose treatment plans require certain procedures too complex for our students or residents to provide. In addition, these incentive payments are a critical tool in the recruiting package necessary to attract high quality faculty. Students and patients clearly benefit from instruction by faculty who are experienced and committed to caring for the more complex patients.

As the emerging Faculty Practice gains momentum, conventional wisdom is that we develop an incentive model to encourage faculty to increase clinical productivity in the FP. To incentivize the achievement of these clinical productivity targets, the School of Dental Medicine is developing a formal Incentive Payment Plan. Until this plan is developed and approved, we would like to pay 30% of funds actually received (less high cost expenses directly related to a patient's particular treatment) to all faculty participating in Faculty Practice and thus, we seek the Board of Trustees' approval to make the specific payments proposed.

With the exception of four, they reflect an amount equal to 30% of collected revenue from the patient care each provider directly performed in the FP.

- The School of Dental Medicine proposes an amount equal to 45% of collected revenue from the patient care performed by two periodontists within the school. Drs. Guillone and Martinez-Luna are both periodontists who came to us in mid-2017 as a result of a search for a periodontist that had begun in March, 2016. We were able to attract both spouses with lower base salaries by offering the 60% incentive plan for their first year. This went to 45% in this, their second year, and will be 30% thereafter.
- The third and fourth proposed exceptions are for Dr. Buschman, an oral and maxillofacial surgeon and Dr. Flores, an oral pathologist. We were able to attract Dr. Buschman by offering a 40% incentive plan for his first and second year and 30% thereafter; and Dr. Flores with 50% in the first year, 40% in his second, and 30% in his third.

All incentives will be paid from non-state clinical funds generated from the Faculty Practice.

ECU School of Dental Medicine Incentive Information for BOT January - June, 2019

Revised August 12, 2019

Faculty	Incentive Payment Sal Qtr 3 & 4
Dr. Loren Alves	\$9,996.80
Dr. Jason Buschman	\$13,028.45
Dr. Christopher Cotterill	\$4,664.30
Dr. Andres, Flores	\$548.97
Dr. Isabel Gay	\$2,026.64
Dr. Alex Gillone	\$9,603.36
Dr. Daune Humphrey	\$2,592.81
Dr. Alex Kordis	\$8,180.81
Dr. Acela Martinez-Luna	\$16,341.69
Dr. Van McCarlie	\$14,034.61
Dr. Maggie Pafford	\$1,858.85
Dr. David Paquette	\$3,216.54
Dr. Mahmoud Serag	\$20,710.25
Dr. Stevan Thompson	\$6,353.18
Dr. Nikki Tucker	\$12,296.45
Dr. Michael Webb	\$1,437.45
Dr. Alison Yeung	\$1,932.96



**Office of the Vice Chancellor
Health Sciences Division**

AD-48 Brody Medical Sciences Building | 600 Moye Boulevard | Mail Stop 600
East Carolina University | Greenville, NC 27834-4354
252-744-2984 office | 252-744-1612 fax

August 26, 2019

Interim Chancellor Dan Gerlach
East Carolina University
Greenville, NC 27858

Dear Interim Chancellor Gerlach:

I would appreciate your consideration of the enclosed recommendation for initial appointment with permanent tenure on behalf of John T. Fallon, MD who is scheduled to join ECU as Professor and Chair of the Department of Pathology and Laboratory Medicine, September 1, 2019.

Dr. Fallon earned his MD and PhD degrees from Albany Medical College in Albany, New York in 1974. During the period of 1974-1978 he completed a residency in Pathology, a Clinical and Research Fellowship in Pathology, and a National Institutes of Health (NIH) Public Health Service Postdoctoral Fellowship in Pathology at Massachusetts General Hospital. In this same period, he also completed a Clinical Fellowship at Harvard Medical School.

His academic appointments prior to joining the Brody School of Medicine span over 40 years and include, but are not limited to, serving as Professor and Chair of the Department of Pathology and Medicine at the New York Medical College since 2009; Professor of Pathology and Medicine at The Mount Sinai School of Medicine from 1994 – 2009; Director of Pathology and Laboratory Services at Westchester Medical Center from 2009 - 2019; and Chief of Cardiovascular Pathology at the Mount Sinai School of Medicine from 1995 to 2009.

Dr. Fallon's service also exceeds four decades and includes appointments to numerous committees, task forces, and professional organizations at the local, state, regional and national level. His research efforts are equally impressive and include 20 book chapters, reviews and educational publications; 328 journal publications, and 31 case record reports for the New England Journal of Medicine.

For your convenience, enclosed are the following documents:

- Dr. Fallon's curriculum vitae
- The East Carolina University Personnel Action Summary Form for the Board of Trustees

If you approve, we will make arrangements for this recommendation to be placed on the agenda for the September 12, 2019 Board of Trustees meeting.

Sincerely,

Mark Stacy, MD
Vice Chancellor, Division of Health Sciences

Enclosures

Approve

Dan Gerlach, Interim Chancellor

Do Not Approve

Date

EAST CAROLINA UNIVERSITY PERSONNEL ACTION SUMMARY FORM
(Administrator completes Section I. and faculty member (appointee) completes Section II.)

Section I. To be completed by the appropriate administrator(s).

Name of Appointee: John T. Fallon

Department: Pathology and Laboratory Medicine School/College: Brody School of Medicine

Current Rank or Title: *(if applicable)* Professor Proposed Rank or Title: Professor

Indicate Type of Action: *(select all that apply)*

Administrative Appointment:

New Faculty Appointment:

Promotion:

Conferral of Tenure:

Other:

(describe)

Distinguished Professorship:

(provide name of professorship)

Effective Date of Action: September 1, 2019

Contract Period: Administrative Appointment: 9 mo. 12 mo.
 Faculty Appointment: 9 mo. 12 mo.

Salary: \$550,000 Source(s): State Funds: \$130,733 *Non-State Funds: \$419,267

**Indicate Sources of non-state funds generically (i.e., grants, receipts, trust funds, endowments, medical faculty practice plan, etc.):*

Prior Recommendations/Personnel Actions:
(please check appropriate responses)

Source	Recommended	Not Recommended	Not Applicable
Appropriate Unit Personnel Committee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chair/Unit Head	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provost/Vice Chancellor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chancellor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board of Trustees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II. To be completed by the faculty member.

1. Education Background: *(indicate degree, date earned and institution, note additional study & training)*

Education:

1968 B.A.	Providence College
1974 M.D., Ph.D.	Albany Medical College (Pathology)

Postdoctoral Training:

Residency:

1974-1976	Resident in Pathology, Massachusetts General Hospital
-----------	---

Clinical and Research Fellowships:

1975-1978	Clinical Fellow in Pathology, Harvard Medical School
1976-1978	Clinical and Research Fellow in Pathology, Massachusetts General Hospital
1976-1978	NIH, Public Health Service Postdoctoral Fellow (Pathology), Massachusetts General Hospital

Certification:

2005	Diplomate of The American Board of Pathology in Anatomic Pathology
------	--

Licensure:

1974-	Massachusetts License No. 38,317 (Inactive)
1974-	DEA – AF6569644
1994-	New York State License No. 195-978

2. Teaching and other professional experience: *(Show inclusive dates, rank and/or title, institution or agency, and indicate first appointment at current institution with rank and any changes to date)*

Academic Appointments:

1978-1984	Assistant Professor of Pathology, Harvard Medical School
1978-1984	Assistant Professor, Harvard-Massachusetts Institute of Technology, Division of Health Sciences and Technology (HST)
1984-1994	Associate Professor of Pathology, Harvard Medical School
1984-1994	Associate Professor, HST
1994-2009	Professor of Pathology and Medicine, The Mount Sinai School of Medicine
2009-	Professor of Pathology and Medicine, New York Medical College
2009-	Chairman, Department of Pathology, New York Medical College
2010-	Adjunct Professor of Pathology, Mount Sinai School of Medicine

Principal Clinical and Hospital Responsibilities:

1976-1994	Cardiovascular Pathologist, Massachusetts General Hospital
1978-1994	Director, Cardiovascular Pathology Laboratory
1981-1991	Chief of Pathology, Shriners Burns Institute
1994-2009	Cardiovascular Pathologist, The Mount Sinai Medical Center
1995-2009	Chief of Cardiovascular Pathology, The Mount Sinai Medical Center
2009-	Director of Pathology and Laboratory Services, Westchester Medical Center

Hospital Appointments:

Shriners Burns Institute	
1977-1980	Assistant in Pathology
1980-1981	Assistant Pathologist
1981-1991	Chief of Pathology Massachusetts

General Hospital

1978-1980	Assistant in Pathology
1980-1984	Assistant Pathologist
1984-1994	Associate Pathologist

The Mount Sinai Medical Center

1994-2009	Pathologist
1995-2009	Attending physician -- Medicine
1995-2009	Chief of Cardiovascular Pathology

Elmhurst Hospital Medical Center

2006-2009	Pathologist Westchester
-----------	-------------------------

Medical Center

2009-	Director of Pathology and Laboratory Services
-------	---

Other Professional Positions and Major Visiting Appointments:

1974-1980	Consultant Pathologist, Indianapolis Center for Advanced Research, Ultrasound Research Division
1976-1978	Individual Research Fellowship Awardee, U. S. Public Health Service
1980-1986	Program Director, NIH Training Grant in Cardiovascular-Pulmonary Pathology
1982-1990	Director, Computer Facility, Shriners Burns Hospital
1982-1991	Director, Experimental Pathology Lab, Shriners Burns Hospital
2005-2009	Advisory Board for PowerPath, IMPAC Corporation
2007-2011	Scientific Advisory Board, Xyall, Philips Corporation
2012-2014	Advisory Board, SCC Corporation
2016-	Advisory Board, Philips Healthcare

Awards and Honors:

1973	Robert T. Bebe Fellowship Awardee, Albany Medical College
1974	Alpha Omega Alpha
1974	Lange Senior Award for Scholarship
1990	Recognition Award, United States and Canadian Academy of Pathology
1990	Extraordinary Service Award, Shriners Hospitals for Crippled Children
1990	Fellow in HST Society
1991	Recognition Award, United States and Canadian Academy of Pathology
2001	Fellow of the American Heart Association
2001	Clinical Excellence Award, Mount Sinai Medical Center
2006	Fellow of the College of American Pathologists
2017	Distinguished Achievement Award, Society of Cardiovascular Pathology

Self Report Of Teaching:Local Contributions

Harvard Medical School - HST

1975-1976	Cardiovascular Pathophysiology HST090, Pathology Conference Instructor,
1977-1984	Cardiovascular Pathophysiology HST090, Lecturer on Atherosclerosis and Pathology Conference Instructor
1987-1991	Cardiovascular Pathophysiology HST 090, Course Coordinator, Lecturer and Pathology Conference Instructor
1991-1994	Course Director, Cardiovascular Pathophysiology HST 090

Harvard Medical School - Traditional Pathway

1976-1977	Cardiovascular Pathophysiology 701.0, Pathology Conference Instructor
1978-1979	Pathophysiology 501.0, Lecturer on Morphological Aspects of Congestive Heart Failure
1978	Cardiovascular Pathophysiology 701.0, Lecturer on Atherosclerosis and Ischemic Heart Disease and Pathology Conference Instructor
1979-1985	Cardiovascular Pathophysiology 701.0, Course Coordinator for Pathology, Lecturer and Conference Leader
1986-1988	Pathology Conference Instructor, Pathophysiology 701.0,

Massachusetts General Hospital

1974-1994	Director, Cardiovascular Pathology Conference, 8 - 10 residents and fellows, Organizer and Presenter, weekly/biweekly
1978-1994	Grand rounds and postgraduate course lectures, 2-3/year

Mount Sinai School of Medicine

1994-1996	Co-Director, Cardiovascular Pathophysiology Course for 2 nd year medical students
1997-1999	Director, Cardiovascular Pathophysiology
2000-2009	Co-Director, Cardiovascular Pathophysiology
2000-2010	Lecturer in Histology and Pathology courses for 1 st year
2011-2012	Lecturer and Mentor in Histology

New York Medical College

2010-	Lecturer, Second Year Pathology/Pathophysiology
2010-	Lecturer, Graduate Student Pathology
2011-	Mentor/Reader, Master student thesis

Advising Responsibilities

1984-2003	1-3 postdoctoral and visiting fellows in laboratory per year (list of trainees available on request)
2003-2009	Educational Director and Residency Co-director, Department of Pathology, Mount Sinai
2010-	Mentor Program, New York Medical

College Regional, National, and International Contributions

1978-	Invited speaker, 2-3/year
1985-1989	Co-organizer and presenter, USCAP Short Course on Adult Cardiac Pathology
1985-1989	Program Committee, Society for Cardiovascular Pathology
1987-1991	Organizer and Moderator, USCAP Evening Specialty Conference on Cardiovascular Disease
1995-2000	Member American Heart Association Lesions Committee

3. Scholarly & Creative Activities:

<i>Type</i>	<i>Number</i>
<i>Books, Chapters, Reviews & Educational Publications</i>	20
<i>Refereed Journal Article</i>	328
<i>Other Journal Article</i>	Incl above
<i>Juried Performance/Show</i>	
<i>Non-Juried Performance/Show</i>	
<i>Case Records</i>	31
<i>Other:</i> _____	
<i>Other:</i> _____	

4. Membership in professional organizations:

Memberships, Offices and Committee Assignments in Professional Societies:

1974-1978	American Medical Association
1978-2005	American Association for the Advancement of Science
1979-1984	American Heart Association, Council on Atherosclerosis
1979-1994	American Society for Cell Biology
1980-	United States and Canadian Academy of Pathology
1981-1991	Northeastern Association of Microscopists
1981-1986	Massachusetts Society of Pathologists
1983-1994	Massachusetts Medical Society
1984-1990	New England Society of Electron Microscopy
1985-	Founding Member, Society for Cardiovascular Pathology
1985-2005	American Heart Association, Council on Basic Science
1989-1991	President, Society for Cardiovascular Pathology
1995-2000	American Heart Association, Vascular Lesions Committee
2000-2004	Awards Chairman, Society for Cardiovascular Pathology
2004-2008	Councilor, Society for Cardiovascular Pathology
2009-	Association of Pathology Chairs
2016-	Association of Molecular Pathology

5. Professional service on campus:

Starting at ECU effective September 1, 2019

6. Professional service off campus:

Major Committee Assignments: National and Regional

1984-1994 Member, NIH Myocarditis Study Group
 1985-1986 Member, Shriners Hospitals for Crippled Children Scientific Computer Study Committee
 1987-1989 Coordinator, Shriners Hospitals for Crippled Children, Hospital Information Systems Committee
 1987-1991 Member, NIH Scientific Review Group of the Cardiovascular & Renal Study Section (CVB) Division of Research Grants
 1992-1994 Member, USMLE Step 1 Molecular and Cell Biology Task Force, National Board of Medical Examiners

Harvard Medical School

1983-1993 Member, HST M.D. Curriculum Committee
 1987-1989 Chairman, HST M.D. Thesis Review Committee
 1991-1994 Member, HST M.D. Admissions Committee
 1991-1994 Member, InterSociety Advisory Committee for Educational Computing

Massachusetts

General Hospital

1978-1980 Ad hoc member, Subcommittee on Review of Research Proposals
 1981-1983 Member, Subcommittee on Review of Research Proposals
 1981-1987 Member, Research Training Committee
 1983-1984 Co-chairman, Subcommittee on Review of Research Proposals
 1984-1986 Chairman, Subcommittee on Review of Research Proposals
 1984-1986 Member, Executive Research Committee

Shriners Burns Institute

1981-1990 Executive Staff Committee
 1985-1990 Member, Research Coordinating Committee

Mount Sinai School of Medicine

1999-2003 Member, Executive Faculty Committee
 2002-2009 Member, Admissions Committee
 2002-2005 Faculty Advisor, Institute of Medical Education
 2004-2006 Member, CME Advisory Committee

New York Medical College

2010- Member of the Tenure, Appointments and Promotions Committee
 2010- Chair, Second Year Advancement Committee
 2011- Member, Student Academic Performance Review Committee
 2011 Chair, Pharmacology Chair Search Committee
 2011-12 Chair, Basic Science Research Task Force Subcommittee
 2012 Member, Vice-Dean of Education Search Committee
 2013 Member, Dean of Medical School Search Committee
 2015- Member, Dean's Research Committee
 2016-17 Chair, Microbiology and Immunology Chair Search Committee

Westchester Medical Center

2009- Member, Medical Executive Committee
 2010- Member, Cancer Committee
 2010- Member, Executive Quality Council
 2010- Member, Tissue and Procedure Committee
 2012- Tumor Registry Data Quality Coordinator
 2012- Member, MedOPS Committee
 2012-2013 Member, EMR Physician Governance Committee
 2013-2017 Member, Oncology Leadership Committee
 2013- Member, Cancer Quality Committee

2014- Member, Organ Donation Committee
2015- Member, HIS Selection Executive Committee

Editorial Boards:

1980- Reviewer for the New England Journal of Medicine, Journal of Thoracic and
Cardiovascular Surgery, Radiology, Hypertension, Circulation, Archives of Pathology,
American Journal of Cardiology, Journal of Clinical Investigation, American Heart
Journal, Cardiovascular Pathology, etc.
1986-1990 Editorial Board, American Journal of Cardiovascular Pathology
1991- Editorial Board, Cardiovascular Pathology



**Office of the Vice Chancellor
Health Sciences Division**

AD-48 Brody Medical Sciences Building | 600 Moyer Boulevard | Mail Stop 600
East Carolina University* | Greenville, NC 27834-4354
252-744-2984 office | 252-744-1612 fax

August 8, 2019

Interim Chancellor Gerlach
East Carolina University
Greenville, NC 27858

Dear Interim Chancellor Gerlach:

I would appreciate your consideration of the enclosed recommendation for the initial appointment of Professor with permanent tenure for Azeez Aileru, PhD.

Dr. Azeez Aileru is scheduled to join East Carolina University August 19, 2019 as Professor with a recommendation for permanent tenure in the Department of Foundational Sciences, School of Dental Medicine.

Dr. Aileru completed his PhD degree in Physiology at the Howard University College of Medicine in 1995. He completed his MS degree in Biology/Toxicology in 1990 and BS degree in Biology in 1986 from North Carolina Central University.

Currently, he serves as Professor and Director of Biomedical Research Infrastructure Center at Winston-Salem State University. Previously at Winston-Salem State University he was an Associate Professor and Director from 2003 to 2006; and Assistant Professor from 1997 to 2003. He has served as an Adjunct Professor at Wake Forest University, School of Medicine since 2001.

Dr. Aileru's scholarly activity includes 100 abstracts, 1 book chapter, 19 presentations, as well as serving on an Editorial Board as an Ad Hoc Reviewer and serving as a grant reviewer. He is an accomplished researcher, with many active and completed projects. In addition, his service contributions span the local, state, and international level and include serving on numerous editorial boards, advisory boards, and committees.

For your convenience, attached are the following documents:

- Dr. Azeez Aileru's curriculum vitae
- ECU Personnel Action Summary Form for the Board of Trustees

If you approve, we will make arrangements for this recommendation to be placed on the agenda for the September 12, 2019 ECU Board of Trustees meeting.

Sincerely,

Mark Stacy, MD
Vice Chancellor, Division of Health Sciences

Enclosures

Approve

Do Not Approve

Dan Gerlach, Interim Chancellor

Date

EAST CAROLINA UNIVERSITY PERSONNEL ACTION SUMMARY FORM
(Administrator completes Section I. and faculty member (appointee) completes Section II.)

Section I. To be completed by the appropriate administrator(s).

Name of Appointee: **Azeez Aileru, PhD**

Department: **Foundational Sciences** School/College: **SoDM, ECU**

Current Rank or Title: *(if applicable)* Proposed Rank or Title: **Associate Dean of Student Affairs and Professor**

Indicate Type of Action: *(select all that apply)*

Administrative Appointment:
 New Faculty Appointment:
 Promotion:
 Conferral of Tenure:
 Other:
(describe)
 Distinguished Professorship:
(provide name of professorship)

Effective Date of Action: **August 19, 2019**

Contract Period: Administrative Appointment: 9 mo. 12 mo.
 Faculty Appointment: 9 mo. 12 mo.

Salary: **\$180,000** Source(s): State Funds: **\$0** *Non-State Funds: **\$180,000**

**Indicate Sources of non-state funds generically (i.e., grants, receipts, trust funds, endowments, medical faculty practice plan, etc.):*

Prior Recommendations/Personnel Actions:
(please check appropriate responses)

Source	Recommended	Not Recommended	Not Applicable
Appropriate Unit Personnel Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chair/Unit Head	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dean	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provost/Vice Chancellor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chancellor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Board of Trustees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. Education Background: (indicate degree, date earned and institution, note additional study & training)

Postdoctoral Fellow - Neuroscience **University of Maryland School of Medicine** Baltimore, Maryland 1997
Integrative Neuroscience Award • Publication: Journal of Electrophysiology • Pharmacology & Experimental Therapeutics Training Grant • Neuroscience Training Grant Award • NIDDK recipient Award from the NIH • Grant writing and Grant review workshops.

PhD - Physiology **Howard University College of Medicine** Washington, DC 1995
Doctoral Dissertation/Publication (1995): Cardiac Electrophysiologic Actions of Amphetamine; • Outstanding Scholastic Award, Howard University Residence Life (1994-1995) • National Deans Lists; (1991-1995) • Porter Physiology Research Fellowship, American Physiological Society (APS) Awardee; (1991-1993) National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK) Travel Fellowship award recipient (1995)

MS - Biology (Toxicology) **North Carolina Central University** Durham, North Carolina 1990
Master's Thesis Research/Publication: "A Mechanism of Ozone-Induced Bradycardia and Hypothermia in Fisher-344 rats" (1990); • Scientist Associate, Pulmonary Toxicology Branch, US EPA; (1998-89)

BS - Biology **North Carolina Central University** Durham, North Carolina 1986
Undergraduate research and scientific presentation at a National Conference; • Science Teaching at a Local High School, Durham City Schools.

CERTIFICATION AND LICENSURE:

DEA License: State US DHHS (NC-PD 0000 0987) and Federal (RP0235829) Researcher (II-V)

2. Teaching and other professional experience: (Show inclusive dates, rank and/or title, institution or agency, and indicate first appointment at current institution with rank and any changes to date)

WINSTON SALEM STATE UNIVERSITY:

Professor/Director, Biomedical Research Infrastructure Center; WINSTON SALEM STATE UNIVERSITY Winston-Salem, North Carolina August-1997 - Currently

Assistant Professor 8/1997 - 5/2003

Duties: Taught didactic course; Anatomy & Physiology, Human/Mammalian Physiology, Medical Pharmacology, Neuroscience, Investigation & Research; Guide both undergraduate and graduate students to meet degree requirements and individual objectives pertaining to key graduate/professional programs; developed extramural research projects. Conduct basic research in integrated Neuroscience, Pharmacology, molecular biology and Physiology. Design and perform experiments to test neuroplastic behavior of autonomic nervous system in sustained blood pressure of rodent models.

Associate Professor/Director 8/2003 - 5/2006

Duties: Taught didactic course; Head bench research in integrative neuroscience to identify the neuroanatomical and transmitter pathways sub-serving angiotensin II actions in brain areas; Preparation and publication of scientific results in peer-reviewed scientific journals and presentations at scientific meetings; Editorial Boards, Grant Reviews/Study Sections; initiating in major institutional research/training grant support (i.e. NIMHD-P20, NIMH DU54, NIGMS-P30, NIGMS-Score, NIGMS-R25; T34 etc). Promote the development and growth of various academic programs and streamline research operations throughout the university through the oversight of three fiscal team employees and multiple research associates. Ensure that peer review publications are accurate through the detailed analyzation of scientific data. Significantly raised research Ph.D. programs. Facilitated the creation of health disparities research center and establishment of health disparities' lab spaces, start-up funds, and research opportunities for junior faculty members in various science departments. • • Manage institution's research center for biomedical sciences Conducted research finding that Identified the neuroanatomical and transmitter pathways sub-serving angiotensin II peptide actions in brain areas. • Experience in various

neuropharmacological and physiological approaches, in-vitro receptor autoradiography, in-situ hybridization and immunohistochemistry techniques. • Laboratory use of proteomic tools to discern long non-coding RNAs transcribed during lipogenesis/adipogenesis processes that interfere with insulin and renin-angiotensin system (RAS) signaling pathways. • 2006-2012 Vice Chair of Faculty Senate

Professor/Director 8/2006 - Present

Duties: Taught didactic course including Anatomy & Physiology, Human/Mammalian Physiology, Medical Pharmacology, Cell Biology, Neuroscience, Investigation & Research etc. Enable students to meet degree requirements and individual objectives by providing guidance pertaining to key graduate programs; Manage institution's research center/institute for biomedical sciences; Head bench research in integrative neuroscience; write grants, develop training programs and write manuscripts. Significant contribution to the presentation and publication of scientific results in peer-reviewed journals and presentations at scientific meetings. • Editorial Boards, Grant Reviews/Study Sections. Principal investigator in major institutional research/training grant support (i.e. NIMHD-P20, NIMHD-U54, NIGMS-P30, NIGMS-Score, NIGMS-R25; T34 etc) • Promote the development and growth of various academic programs. Significantly raised student participation in PhD programs and enabled over 87% of previous students to move on to graduate/professional schools by developing three student-focused biomedical research programs, MARC U*STAR, NIGMS-RISE, NINDS-UNTRAC.

<https://www.wssu.edu/academics/colleges-and-departments/collegeof-arts-sciences-business-education/natural-and-physical-sciences/biomedical-research-infrastructurecenter/bric-overview-/bric-newsletters.html>

Professor/Director (Adjunct), 8/2001 - Present: WAKE FOREST UNIVERSITY, SCHOOL OF MEDICINE, Winston Salem, NC

Duties: Instruct Physiology, Pharmacology, and Ethics in Science as well as seminar series to a wide variety of students through hands-on teaching methods, academic counseling, and promoting student engagement. Support student growth through offering advice on competitive graduate programs within each individual students goal set. Establish that all manuscripts and grant proposals are accurate by efficiently analyzing all details. Head bench research in integrative neuroscience in close collaboration with the NIH. Coordinate cardiovascular record studies through the surgical implementation of radio telemetry devices in animal models. Garnered a stronger interest in STEM programs throughout the community by developing and integrating a K-12 summer training program in biomedical sciences. • Formed a cohort of there are 24 training preceptors for MARC U*STAR and NIGMS-RISE programs with primary academic appointments in different Departments in the College of Arts & Sciences at WSSU and at Wake Forest University School of Health Sciences in a \$3.2 Million grant from the NIH that enhanced STEM training of the undergraduate and smooth transition into competitive graduate programs. • Established research laboratories and provided start-up funds for faculty members, postdoctoral fellows, graduate students and more than 100 WSSU undergraduate students. This arrangement promotes professional interactions among scientists of the two institutions and enhances training in bio-behavioral sciences

3. Scholarly & Creative Activities:

<i>Type</i>	<i>Number</i>
<i>Book</i>	
<i>Abstracts</i>	100
<i>Peer Reviewer</i>	9
<i>Chapter</i>	1
<i>Refereed Journal Article</i>	
<i>Other Journal Article</i>	
<i>Juried Performance/Show</i>	
<i>Non Juried</i>	
<i>Other: Ad Hoc Reviewer</i>	
<i>Other: Research</i>	13
<i>Other: Grants Funded</i>	
<i>Other: Presentations</i>	19
<i>Other: Invited Talks</i>	
<i>Other: Grant Reviewer</i>	15

4. Membership in professional organizations:

Attachment T

5. Professional service on campus:

NA

6. Professional service off campus:

Research Support (active or completed)

- T34GM070416 NIH/NIGMS MARC U*STAR; A. Aileru PI 06/01/07-05/31/19;
- The major goals of this project are to Maximize Access to Research Careers Undergraduate Student Training in Academic Research and promote academic advancement of minorities who pursue advance research careers in biomedical science and to increase the pool of talented minority students at WSSU who are well prepared academically and sufficiently experienced in research to be competitive for admission to top graduate programs leading to the PhD degree in disciplines important for biomedical or behavioral research.
- R25GM113774 NIH/NIGMS-RISE; A. Aileru PI 03/01/15 - 02/29/20;
-The major goals of this project are to enhance Research Initiative for Scientific and promote academic advancement of minorities who pursue advance research careers in biomedical science and to increase the pool of talented minority students at WSSU who are well prepared academically and sufficiently experienced in research to be competitive for admission to top graduate programs leading to the PhD degree in disciplines important for biomedical or behavioral research.
P20 NCCR-11583-05 NIH; A. Aileru PI 10/01/99-09/30/02; NCCR/RIMI Projects: -Mechanisms of Alteration in Sympathetic Transmission and Hypertension;
- - The goal of this project is to elucidate the role sympathetic synaptic transmission in sustained blood pressure.
P20 NCCR-11583-10 NIH (Renewal); A. Aileru - PI 10/01/02-09/30/07; NCCR/RIMI Projects: Mechanisms of Alteration in Synaptic Transmission and Hypertension;
- - The goal of this project is to elucidate the role sympathetic synaptic transmission in sustained blood pressure.
S06 GM 08040 NIH; A. Aileru Subproject 1 PI 06/07/99-06/30/02; Modulation of Synaptic Transmission in mREN Transgenic Rat;
- - The goal is to determine the neural elements and Molecular fingerprint of Renin-Angiotensin-Aldosterone system in the genetic form of hypertension.
K01 HL 67700 NIH; A. Aileru PI; Mentor D. Diz08/01 07/06; NHLBI Mentored Minority Faculty Development Award: Activity-Dependent Synaptic Plasticity;
- - The goal is to Elucidate and compare patterns of neuroplastic behavior in activity dependent vs independent synaptic transmission.
• P20MD002303 NIH; Flack PI; A. Aileru Co-PI 09/30/07 - 05/31/12; NIMHD/NIH EXPORT Project;
- The major goal of this project is to establish a center of research to improve minority health and eliminate health disparities.
T34GM070416 NIH/NIGMS MARC U*STAR; A. Aileru PI 06/2009 - 5/2011 NIH/NIGMS MARC U*STAR Recovery Act (ARRA).
- -Administrative Supplements.
• R25GM088029 NIH/NIGMS-RISE; A. Aileru PI 09/20/10-07/31/13;
- The major goals of this project are to promote academic advancement of minorities who pursue advance research careers in biomedical science and to increase the pool of talented minority students at WSSU who are well prepared academically and sufficiently experienced in research to be competitive for admission to top graduate programs leading to the PhD degree in disciplines important for biomedical or behavioral research.
• R25NS065778 NIH/NIGMS; W. Silver PI; A. Aileru Co-PI 09/2009 8/2014;
-The goal is to establish Undergraduate Neuroscience Training Cooperation between Wake Forest University and Winston-Salem State University.
• R25 HL092618 NIH/NHLBI; D. Diz PI; A. Aileru Co-PI 5/1/08 4/30/19;
-Short-term Research Training for Minority Students in Excellence in Cardiovascular Science (EICS).
• Developed and implement student-centered training projects supported by the NIH.
Oversaw and guided a team of 10 faculty researchers and completed NIH-supported projects in bio-behavioral sciences.

Research Activities:

Some of our work has identified the neuroanatomical and transmitter pathways sub-serving angiotensin II actions in brain areas involved in baroreceptor reflex control of the circulation. Long-standing studies investigate neural and hormonal interactions in the kidney and alterations in responsiveness to angiotensin peptides in nervous system, renal ischemia, hypertension and most recently during obesity. The objective is to investigate the mechanistic relationship between the brain and kidney in the long-term control of arterial pressure and body fluid volume. Our lab explores the normal function of specific peptidergic systems that interact with cardiovascular reflex areas of the brain by examining actions of peptide transmitters at specific brain sites and by assessing neurotransmitter release. We also investigated the pathological changes that occur in these systems that lead to hypertension. We use neuropharmacological and physiological approaches, in-vitro receptor autoradiography and in situ hybridization and immunohistochemistry techniques. Current projects focus on the role of the brain and renin-angiotensin-aldosterone systems in hypertension and obesity during Type 2 diabetes. The goal is to understand the mechanisms by which high blood pressure produces profound changes in the physiology of synaptic transmission and cardiometabolic functions in a genetic form of hypertension.

Grant Review:

National Institute of Biomedical Imaging and Bioengineering (NIBIB) for improving health-NIH-R25 ESTEEMED Review Panel ZEB 1 OSR-F (J1), External Reviewer (2017); National Institute on Minority Health and Health Disparities-NIH Review Panel NRMN-P20 Mechanism (2015); NIMHD-NIH R01 Basic Science and Applied Biomedical Research Special Emphasis Panel (2012); National Institute of Minority Health and Health Disparities (NIMHD) R01 Basic Science and Applied Biomedical Research Special Emphasis Panel (2011); NSF, Presidential Awards for Excellence in Science, Mathematics and Engineering Mentoring (PAESMEM) External Reviewer (2009); NIGMS-NIH Minority (SCORE applications) Review Panel (2008); NIH, NIGMS Review Panel, Neuroscience Study Section (2007); NIH, NHLBI Conference Grants Review Panel (2007); NIH, NHLBI Special Emphasis Panel for Proteomic Program Projects (2007); NIMHD-NIH, Special Emphasis Panel Program Project Review on Centers of Excellence (P60), (2006); NIMHD-NIH, Loan Repayment Special Emphasis Review Panel (2006 Present); NIMHDNIH, EXPORT Special Emphasis Panel Program Project Review (P20), (2004 Present); NIH, NIGMS Minority Programs Review Committee MBRS Review Panel (2003 2004); NIH, NCMHD Research Infrastructure in Minority Institutions (RIMI) Special Emphasis Panel Program Project Review (2003); AHA Mid-Atlantic Peer Review Committee Member (2001 2005).

Editorial Board, Ad Hoc Reviewer:

Journal of Cardiovascular Pharmacology; Review of JCVP-13-409, Review Panel (2015); Editorial Board Review Board, Frontiers in Physiology (2009 Present); Ad Hoc grader for abstracts, American Heart Association, Meetings of the Council for High Blood Pressure Research (2007); Editorial Board Review ad hoc, Hypertension Journal (2002 Present); Ad Hoc grader for abstracts for the American Society for Microbiology, Meetings of the Annual Biomedical Research for Minority Student Conference (ABRCMS), (2005); Chair of Neuroscience Session for the Annual Biomedical Research for Minority Students (ABRCMS) (2005 2007); Chair, NCMHD Special Emphasis Panel Program Project Review on Establishing Comprehensive NCMHD Research Centers of Excellence (P60), (2006); Co-Chair, National Institute of General Medical Sciences Minority Programs Review Committee MBRS Review Panel (2004); Co-Chair, NCMHD Research Infrastructure in Minority Institutions (RIMI) Special Emphasis Panel Program Project Review (2003); Consortium for Southeastern Hypertension Control (2000); American Physiological Society (1990 Present); Journal of Neuroscience (1995); Association for Ethnic Diversity in the Neuroscience (AEON) The National Institute for Neurological Disorders & Stroke (NINDS), (1998); AHA, Council for High Blood Pressure Research (1994).

**Request to
East Carolina University Board of Trustees**

2019-2020 *ECU Tuscany* Staff
Non-Salary Compensation - Housing

In accordance with UNC Policy 300.2.14 and the *ECU Policy on Non-Salary and Deferred Compensation for Employees Exempt from the State Personnel Act*, this non-salary compensation plan for East Carolina University *ECU Tuscany* staff is submitted for approval consideration to the East Carolina University Board of Trustees.

This request for non-salary compensation is made in connection with the *ECU Tuscany* program in Certaldo, Tuscany, Italy for the academic semester 2019-2020. The compensation at issue is for housing in Certaldo, a small village in Tuscany in which our students live and attend classes. Certaldo is divided into upper and lower parts. Our school site is located in Certaldo Alto, the medieval walled city in the upper part of the town that is home to only approximately 150 residents. Certaldo Alto looks below to the larger urban area of Certaldo Basso, a community of 12,000 citizens roughly a 10-minute walk away. There are significant advantages to housing our EHRA staff nearby and among the students within the Program in Certaldo Alto. However, its small size and population make housing in Certaldo Alto significantly more expensive. The *ECU Tuscany* program is covering its costs with enrollment and support from Academic Affairs. *ECU Tuscany* is the only year-round study abroad program at ECU.

To the extent allowed by applicable law and the policies of ECU and the University of North Carolina, and subject to the approval of the Board, the following employees are eligible for non-salary compensation as follows:

Employee	Employee Type	Program Term	Monthly Rent	Number of Months	Total Housing Cost
Wendy Klein	EHRA-Faculty Temporary	Academic Year 19-20	\$325	8	\$2,600
Mercedes Jelinek	EHRA-Faculty Temporary	Academic Year 19-20	\$325	8	\$2,600
Michael Ehlbeck	EHRA-Faculty Temporary	Academic Year 19-20	\$325	8	\$2,600

**ECU Board of Trustees
October 29, 2019**

MINUTES

The Board of Trustees met in special session on October 29, 2019 at 1:10 p.m. in the board room in the C.D. Spangler Building, 910 Raleigh Road, Chapel Hill, NC.

Chair Vern Davenport called the meeting to order and read the conflict of interest statement. Chair Davenport called on Asst. Secretary Megan Ayers to call the roll. All board members were present, with members Angela Moss, Jason Poole and Jim Segrave participating by phone.

Chair Davenport asked for a motion to go into closed session. Colin Johnson moved that the board approve the motion to go into closed session

- to prevent the disclosure of confidential information under N.C. General Statutes §126-22 to §126-30 (personnel information);
- to consider the qualifications, competence, performance, character, fitness, or conditions of appointment of one or more prospective and/or current employees and/or to hear or investigate a complaint, charge, or grievance by or against one or more employees;
- to plan, conduct, or hear reports concerning investigations of alleged criminal misconduct; and
- to consult with an attorney to preserve the attorney-client privilege

The motion was seconded and approved unanimously.

Following closed session, the board moved back into open session. The meeting was adjourned with no action taken.

ADJOURN

####

Respectfully Submitted,

Megan Ayers

Office of the Assistant Secretary to the Board of Trustees