

**ECU Board of Trustees  
July 14, 2022**

**MINUTES**

The East Carolina Board of Trustees met in regular session on Thursday, July 14, 2022 at 9:00 in Room 1006 of the Life Sciences and Biotechnology Building, on the campus of East Carolina University in Greenville, NC.

Chair Scott Shook called the meeting to order.

**PLEDGE OF ALLEGIANCE**

Mr. Shook called on Mr. Vince Smith to lead the Pledge of Allegiance.

**ADMINISTRATION OF OATHS OF OFFICE**

Mr. Shook introduced Ms. Sarabeth Rhodes, Pitt County Clerk of Court. Ms. Rhodes administered the oath of office to new board member Mr. Ryan Bonnett.

**ROLL CALL**

Mr. Shook called on Mr. Vince Smith to call the roll.

**PRESENT**

Ryan Bonnett  
Cassie Burt  
Leigh Fanning  
Tom Furr  
Dave Fussell  
Van Isley  
Angela Moss  
Jason Poole  
Jeffrey Roberts  
Jim Segrave  
Scott Shook  
Vince Smith

**ABSENT**

Fielding Miller

## **READING OF ETHICS STATEMENT**

In compliance with the State Government Ethics Act, Mr. Shook called on Mr. Smith to read the conflict-of-interest statement.

No conflicts were identified.

## **NOMINATING COMMITTEE REPORT**

Mr. Shook called on Mr. Van Isley to deliver the report to the board on behalf of the nominating committee.

Mr. Isley proposed the slate of board officers for consideration to serve a one-year term:

Chair:	Scott Shook
Vice Chair:	Jason Poole
Secretary:	Cassie Burt

## **ELECTION OF OFFICERS**

Mr. Shook called on Ms. Megan Ayers, Assistant Secretary to the Board of Trustees, to conduct the formal election.

Ms. Ayers opened the floor for additional nominations for the positions of chair, vice chair and secretary. No nominations were made. The nomination period was closed.

Ms. Ayers asked for a motion to approve the slate of officers as presented by the nominating committee.

Ms. Segrave motioned to approve the slate of officers as presented by the nominating committee. Mr. Smith seconded the motion. Hearing no discussion, the board voted to approve the slate of officers presented by the nominating committee. There were no negative votes.

The officers for the 2022 – 2023 year are:

Chair: Scott Shook  
Vice Chair: Jason Poole  
Secretary: Cassie Burt

### **APPROVAL OF MINUTES**

Mr. Shook called for a motion to approve the open session minutes from April 29, 2022 and June 14, 2022. Mr. Smith motioned to approve the minutes from April 29, 2022 and June 14, 2022 and the motion was seconded. The board voted to approve the minutes, with no negative votes.

### **CAMPUS REPORTS**

#### **REPORT FROM THE CHANCELLOR**

Mr. Shook called on Chancellor Philip Rogers to present his report to the board. A full text version of Chancellor Rogers' report is listed as "Attachment A."

#### **REPORT FROM THE STUDENT BODY**

Mr. Shook called on Student Government Association President Ryan Bonnett for his report to the board on behalf of the student body.

A full text version of the report is listed as "Attachment B."

### **ACTION ITEMS**

Committees of the board did not meet prior to the full board meeting therefore, the board considered those items needing attention.

#### **FERPA POLICY**

Ms. Beth Dawson from ECU Registrar Office presented the revised Family Education Rights and Privacy Act (FERPA) policy to the board. Following the presentation, Ms. Fanning

moved the board approve revisions to the FERPA policy as presented in board materials. The motion was seconded. Hearing no discussion, the board voted unanimously to approve proposed changes to the FERPA policy. A full text version of the policy is listed as “Attachment C.”

## **EAST CAROLINA UNIVERSITY EMPLOYEE CODE OF CONDUCT POLICY**

Mr. Shook called on Mr. Wayne Poole, Director of Internal Audit, to present the Employee Code of Conduct policy.

Mr. Smith motioned the board approve the Employee Code of Conduct policy as presented in board materials and the motion was seconded. Hearing no discussion, the board voted to approve proposed changes to the Employee Code of Conduct policy, with no negative votes. A full text version of the policy is listed as “Attachment D.”

## **NAMING MENU**

Mr. Jon Gilbert, Director of Athletics presented a naming menu to the board. Mr. Segrave motioned the board approve the naming menu as presented in board materials and the motion was seconded. Hearing no discussion, the board voted to approve the proposed naming menu, with no negative votes. A full text version of the menu is listed as “Attachment E.”

## **INFORMATIONAL ITEMS**

Mr. Shook informed the board of several items in board materials listed as informational items: a report from the Office of Equity and Diversity, a capital projects update, designer selection approvals, delegated project approvals. Mr. Shook asked the board if there were any questions on the items. Hearing none, Mr. Shook asked for a motion to move into closed session.

## **CLOSED SESSION**

Ms. Burt motioned the board move 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; and to consider the qualifications, competence, performance, character, fitness, or appointment of prospective and/or current employees and/or to hear or investigate a complaint or grievance by or against one or more employees; and to consult with an attorney to preserve the attorney-client privilege between the attorney and the Committee.

The motion was seconded, and the board voted to move into closed session, with no negative votes.

## **RETURN TO OPEN SESSION**

### **ACTIONS FROM CLOSED SESSION**

Upon the return to open session, the board had items for consideration.

#### **ATHLETIC CONTRACT REVISIONS**

Mr. Segrave moved the board approve the athletic contract revision for head baseball coach Cliff Godwin as listed in board materials. The motion was seconded and approved with no negative votes. A full text version of the contract is listed as “Attachment F.”

#### **CONFERRAL OF TENURE**

Ms. Fanning moved the board approve the requests for conferral of tenure for Dr. Jerry Johnson in the College of Education and Dr. Amanda Muhammad in the College of Health and

Human Performance as presented in board materials. The motion was seconded and approved with no negative votes. A full text version of both requests is listed as “Attachment G.”

### **POLITICAL PETITIONS**

Ms. Fanning moved the board approve the political petitions for Mr. Rick Smiley and Dr. Randall Martoccia as presented in board materials. The motion was seconded and the board voted to approve with no negative votes. A full text version of both petitions is listed as “Attachment H.”

### **UNFINISHED BUSINESS**

No unfinished business came before the board.

### **NEW BUSINESS**

### **COMMITTEE STRUCTURE**

Mr. Shook announced his request for a small group of Board of Trustee members and affiliated staff to look at restructuring the current committee structure to align more with the recent academic reorganization. Mr. Shook reminded the board the bylaws stipulate board approval is required prior to making changes to the committee structure.

### **ADJOURN**

Hearing no further business to come before the board, Mr. Shook adjourned the meeting.

Respectfully submitted,

Megan Ayers  
Assistant Secretary to the Board of Trustees

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## ECU BOT Remarks - July 2022

### Chancellor Philip Rogers

#### Introduction

- Thank you very much, Mr. Chairman. It's good to be with all of you today for an abbreviated summer meeting. I'm going to take a bit more time with my remarks today than normal b/c I want to unpack an important set of issues for our future, but before I begin, I want to extend my thanks to those of you who contributed to a successful advocacy and engagement effort that led to another strong legislative session for the university. The Board of Governors budget priorities fared well once again in Raleigh and ECU was one of just several universities that received a direct appropriation for a new telehealth center to be established on our campus. We've worked hard to build trust on Jones St and that's due to the One ECU lens through which this board and university is operating. Let's keep the momentum going!
- I'm also pleased this morning to officially welcome to the team Ryan Bonnett, our new SGA President, who I had the pleasure of seeing in action at student orientation earlier in the week. We're also thrilled that Dr. Robin Coger joined our leadership team this week as ECU's new Provost and Senior Vice Chancellor for Academic affairs. A great leader who gets our mission and has already hit the ground running in this important role. And, of course, I want to extend my congratulations to our newly elected board officers: Chairman Shook, Vice Chair Poole, and Sec Burt. You've each demonstrated a deep commitment to ECU and your colleagues have recognized this commitment by entrusting you with this tremendous responsibility (no pressure!). Thank you for answering the call to serve. Please join me in recognizing Ryan, Robin, and our new Board officers with a round of applause.
- And to all of our trustees, you're serving this institution at a time when the stakes have never been higher for delivering on our mission; and a moment when that mission depends on all of us to strategically navigate the complex world of higher education - a world that is getting more complicated by the moment.
- Mr. Chairman, people ask me all the time what keeps me awake at night, so today I'd like to spotlight one of those issues and frame how ECU is actively positioning itself to respond. The challenge I want to discuss today is the impact of demographic change on our state and region. As I said in my installation speech in March, ECU has always adapted to the changing times. We hold our mission close and always will. But the mark of a confident institution is the ability to recognize pivotal moments and to reinvent the way we deliver on that mission.
- We're in one of those pivotal moments of change and adaptation right now. We're facing a future where demographic trends are shifting, new digital technologies are emerging, and the public value of a higher education must be extended and communicated to far more students.



- As a result, ECU is looking to the future to understand the impact of these trends on a wide array of areas within the university - including our enrollment strategy, educational delivery models, and new innovations to meet the emerging needs of today's students.
- As I said in February of this year and many times before, our enrollment story (in particular) has been consistent with national trends and (like many institutions) we should expect and prepare for inevitable declines in this market in the fall of 2022. In fact, as you'll see shortly, our total addressable student market in North Carolina has declined this year, which naturally equates to fewer in-state students from which to recruit - hence the fact that it is not a huge surprise that some institutions are anticipating and planning for enrollment shifts like we are here at ECU. That reality has been present for some time now and its exactly why we've preparing aggressively to meet it head on in the coming years.
- Let me give you a little bit of background and a few specific examples:

## **SLIDE 1**

- You often hear me refer to adaptive leadership and the collaboration necessary to address adaptive problems - mobilizing people, resources, and values to achieve a goal. The long-predicted enrollment shifts related to demographic changes is one such challenge for our state and especially eastern NC.
- I previously suggested you read The Demographic Drought, a 2021 report from EMSI, which outlines labor market pressures resulting from 1) the departure of the baby-boomers from the workforce, 2) labor force participation rates, and 3) declining birth rates.
- A few notable takeaways from the report indicate that: "in order for the US population to replace itself, the total fertility rate needs to equal 2.1" "When the fertility rate stays at 2.1, one child is born to replace every person now living." As you see on this slide, America's fertility rate has been in decline for many years and the impact is now reaching higher education. "This means that fewer and fewer young people are rising the ranks to attend college or enter the workforce." That is an adaptive challenge - and higher education is right in the middle of it.

## **SLIDE 2**

- If we focus closer to home, using data from WICHE (the Western Interstate Commission on Higher Education), since 2000 the growth in NC high school graduates has slowed and you see a projected decline from 2027 to 2037.
- Through time there will simply be a smaller addressable student market of cohorts from which to recruit. Based on recent projections, the number of public high school graduates is expected to decline in NC by nearly 7,000 students - you can do the math. Fewer students in

the pipeline means the total addressable student market shrinks, so even if we hold our market share stable, the result is fewer new students.

### SLIDE 3

- And as you can see looking to the future, the trend doesn't improve overtime. It only worsens in our region of the state from 2029-2039.
- Now, it's fair to ask how other campuses faced with the same demographic challenges are defying trends, and we need to learn from those campuses how to apply any best practices to our context, but it is safe to say that rural eastern NC is in a challenging position - and this is a moment for ECU to be proactive in responding to the changing demographic trends - our mission of student success, public service, and regional transformation depends on it.

### SLIDE 4

- So what are we doing about it? Well, we're acting now because this is a long game play. There are no quick fixes. For example, if we examine our enrollment since 2014, our overall enrollment is up 1.9%.
- However, the trend since our enrollment peak in 2017-18 is down.
- We still have some questions to answer including, what are the emerging trends among the students we admitted, how are behaviors changing in the context of coming out of the pandemic - a test optional environment - questions of ROI - etc. We are refining this business intelligence to better understand our current context.
- I cannot yet predict a final enrollment outcome for fall of 2022, but as I have consistently indicated the last several months, I do anticipate an enrollment decline in new freshman in the fall for many reasons just noted. As I've shared today, the math tells the story for us.
- To address the demographic shifts and competitive environment, we are acting NOW to get ahead of these challenges and modernize and mature our enrollment management approach, not just in new student acquisition but across the spectrum. We must differentiate ourselves and further strengthen our value proposition.
- We began some of the modernization efforts this year with significant investments in a new CRM (Customer Relationship Manager), enhanced digital search optimization tools, additional public outreach campaigns and events, investments in target markets, budget reallocations to high demand academic programs, and an intentional focus on yield. However, there is more to do and some of these efforts have a longer term benefit.
- We must position ourselves in Project Kitty Hawk, which will supplement our already strong state-wide and national leadership position in online learning. We are in active discussions to

design and deliver innovative microcredentials for strategic industry partners. Provost Coger and I are aligning talent and resources so that we have an individual focused on innovation in this space (recruitment, retention, and persistence). We will modernize our marketing and branding approaches with the assistance of experts in this field. VC Dyba knows we need more discretionary financial aid to better leverage resources in our student recruitment. We will also refresh our strategic enrollment plan in this post-pandemic environment and to account for the demographic shift. It is important that we invest in courses and programs with high demand and clear ROI; this most likely is through reallocation of resources.

- Our enrollment goals and portfolio, along with communication/marketing strategies and other tools, will adapt to the changing environment and I look forward to engaging with this Board in how to best position ECU in this space over the next decade. We've had many wins over the past year and we'll keep the momentum going by addressing outside environmental and demographic pressures like this one proactively as we prepare for the future together. Today's presentation is about acknowledging that a national trend and challenge is now impacting our state and our region - and demonstrate that we see it, we're acting on it early, and we have high hopes for the future. Thank you - this concludes my report.

## Remarks from the Student Body President

July 14, 2022

Good Morning,

I'd like to start off and say thank you to everyone for being here. Your presence and your voice demonstrate the commitment and investment that you all have in this University and its continued success in the future.

For those of you that do not know me, I'll do a quick little introduction. My name is Ryan Bonnett, I will be a senior majoring in Biology with a Hispanic Studies minor. As I'm sure you will quickly realize, **I am an optimist**, probably to a fault, but I will always take something positive away. Something that I try to live by is always stopping and appreciating the little things in your day and in life that make it so sweet. I always try to live life to the fullest and experience all that I can. I think as a society we get caught up in a lot of the hustle and bustle of the world and forget just how lucky we are. I am from Mount Pleasant, NC which is Northeast of Charlotte about 45 minutes, small town. So, as you could have probably guessed I grew up playing basketball and for a while thought that I wanted to go to college for it and had the opportunity to, but by my senior year I had absolutely burned myself out and figured I would have enough on my plate pursuing medical school. So I did what any straight thinking person would do and ran for the **most time consuming job** a college student can have while also trying to study for the MCAT. Ask me how that one's going. I was in the Boy Scouts of America, which at the time hated it and thought it was the lamest thing ever. As any high schooler, you have to look cool at all times and those uniforms were not the standard definition of cool. But looking back I can genuinely say that it taught me countless life skills and lessons that I wouldn't otherwise have been exposed to. I am thankful to my

parents for making me stick it out. They always worked to ingrain honesty and to always finish what I've started.

My choice to attend ECU was an easy one. I had toured two other NC schools prior and had left both feeling a little underwhelmed, like I just wasn't in the right place. When I came to tour ECU I knew immediately. The campus was exactly what I wanted, I enjoyed the smaller town feel and **it felt like home**.

The deeper I have involved myself in the university and the conversations that I have had with other students, professors, administrators, and alumni the more I truly believe that East Carolina University is at such a **pivotal moment** in its history. The atmosphere of education has changed in recent years, due to reasons I will not give the satisfaction of naming. We have been forced to adapt our strategies and invest in online resources. We have the pleasure of welcoming many new administrators and deans. Thinking **intuitively** yet **comprehensively** at the scope and delivery of our education. This is not something any person, chancellor, or board can do alone. Chancellor Rogers has said it many times, the notion of being One ECU. Moving effectively and efficiently as one collective and ushering us towards the horizon. One thing that I have stressed and am working to instill in SGA this year is the power of open communication. To move forwards in the direction we all want to go, everyone must be on the same page with the ability to **communicate properly**. Whenever I am in the SGA office, my door is wide open so that anyone can step in. In order to get done all that we envision and all that will come up, it will be vital to maintain a concerted effort. It will require all of us and input from the faculty, staff, and students. I stand here this morning not as one man, but as the voice and representation of our **over 28,000 students**. Their ideas, messages, and feelings with only their best interests at heart. Emily and I ran on the slogan of Reaching New Heights, little tall joke for ya, our goal is to work to

elevate the student experience and help to build the image and foundation of our University.

We ran on a platform of four main points:

- Fighting food insecurity on campus by working to implement a system where students can donate unused meal swipes to help students in need
- Advocating for sexual assault prevention and survivor support within our student body
- Promoting and ensuring access to our mental health services on campus
- Pushing for student engagement on campus to help build our sense of Pirate Pride and get students involved.

I am beyond excited for all of the work that we have in store for us this year and will do my part steer us in the right direction.



**July 14, 2022**

Agenda Item: X. A. FERPA Policy

Responsible Person: Ms. Beth Dawson  
ECU Registrar's Office

Action Requested: Approval

Notes:

# Family Educational Rights and Privacy Act (FERPA or Buckley Amendment)

*Version 2 (Current Version)*

Print

<b>Policy</b>	POL02.40.01
<b>Title</b>	Family Educational Rights and Privacy Act (FERPA or Buckley Amendment)
<b>Category</b>	Academic Affairs
<b>Sub-category</b>	Registration and Records
<b>Authority</b>	Board of Trustees
<b>History</b>	1974 Act passed into law; 2009 Act revised; Placed in University Policy Manual after EXPEDITED REVIEW, transitioned without substantive change from prior version, January 29, 2013; Revised February 16, 2018.
<b>Contact</b>	Office of the Registrar, 252-328-6747, <a href="mailto:regis@ecu.edu">regis@ecu.edu</a> ( <a href="mailto:regis@ecu.edu">mailto:regis@ecu.edu</a> )
<b>Related Policies</b>	UNC Policy Manual, 700.2 (R) ( <a href="https://www.northcarolina.edu/apps/policy/doc.php?id=792">https://www.northcarolina.edu/apps/policy/doc.php?id=792</a> ) REG08.10.02 ( <a href="https://www.ecu.edu/prr/08/10/02">https://www.ecu.edu/prr/08/10/02</a> ), Social Media Use  The Family Policy Compliance Office Department of Education, 20 United States Code 1232g; 34 Code of Federal Regulations Part 99 ( <a href="https://www2.ed.gov/policy/gen/reg/ferpa/index.html">https://www2.ed.gov/policy/gen/reg/ferpa/index.html</a> )
<b>Additional References</b>	Federal Law and Regulation, 20 United States Code 1232g; 34 Code of Federal Regulations Part 99 et seq. ( <a href="https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html">https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html</a> )  Faculty Manual , Part V. Section I.A. Access to Student Education Records ( <a href="https://www.ecu.edu/cs-acad/fsonline/customcf/currentfacultymanual/manual.pdf">https://www.ecu.edu/cs-acad/fsonline/customcf/currentfacultymanual/manual.pdf</a> )  ECU's University Catalogs ( <a href="https://registrar.ecu.edu/about-catalog/">https://registrar.ecu.edu/about-catalog/</a> )

## 1. Introduction.

The University administers student educational records in accordance with the provisions of the Family Educational Rights and Privacy Act, also known as the Buckley Amendment or FERPA. This policy provides that an eligible student has a right of access to student educational records maintained by the University or any department or unit within the University, subject to certain exceptions which are outlined in this policy. This policy also protects the confidentiality of personally identifiable information in student records. Except to the extent allowed by applicable



law, personally identifiable information contained in a student educational record will not be disclosed. A copy of this policy is maintained by the University Registrar. All members of the campus community should be thoroughly familiar with this policy and comply with its provisions. Attachment C

1.1. In compliance with the Family Educational Rights and Privacy Act of 1974, it is the policy of the University that eligible students have the following rights in regard to official educational records maintained by the University or any department or unit within the University. Subject to certain exceptions, the main rights of students are:

1.1.1. The right to inspect and review education records

1.1.2. The right to request to amend their education records if they believe it contains information that is inaccurate, misleading, or in violation of the student's rights of privacy, and

1.1.3. The right to limit the disclosure of their education records.

1.2. School officials are required by University policy to complete biannual FERPA training, and to complete an acknowledgement that they treat all information to which they have access, other than directory information, as protected and confidential.

## 2. Definition of Terms

2.1. Eligible student (also herein referred to as "student" or "students") is any person who has reached 18 years of age or has been in attendance at the University at any age (as an undergraduate, graduate, professional, early college or visiting student) and regarding whom the University maintains education records. This policy does not apply to students under 18 years of age attending a laboratory school operated by the University. The Chancellor shall issue a regulation or similar University policy statement regarding the FERPA rights and obligations of laboratory school students.

2.2. Education records is any record (in handwriting, print, tapes, film, computer, or other medium) provided by a student to the University for use in the educational process and/or any record from which a student can be personally identified except: sole possession notes, law enforcement or campus security records solely used for law enforcement purposes, records relating to employees of the institution (unless employment is contingent upon school attendance), records made by a physician, psychiatrist, psychologist, or other recognized professional in his or her professional capacity, in connection with treatment that are disclosed in connection with that treatment, and records obtained after a person is no longer a student (e.g. alumni records).

2.3. Directory information at East Carolina University consists of a student's name, address, major field of study, participation in officially recognized activities and sports, dates of attendance, weight and height of athletic team members, degrees and awards received and most recent previous educational agency or institution attended by the student.

2.3.1 The University designates the following categories of student information as "Limited Use Directory Information":

- University issued student electronic mail addresses ("Email Addresses")
- Photographs, videos, or other media containing a student's image or likeness (collectively "Student Images")
- Date of Birth
- Telephone Number

Use and disclosure of this information shall be limited to (1) those officials within the University who have access, consistent with FERPA, to such information and only in conjunction with an official institutional purpose; and (2) publication on websites hosted by, on behalf of, or for the benefit of the University, including the online directory available at [info.ecu.edu/directory](http://info.ecu.edu/directory). Limited Use Directory Information may only be provided to external parties that are contractually affiliated with the University.

The following shall also be considered Limited Use Directory Information that may be disclosed only to other students enrolled in the same course (regardless of whether such students are enrolled in the same

class section or break-out group) that has been audio or video recorded by the University, for instructional and educational purposes only:

Attachment C

- Name, to the extent it is referenced or captured during the audio or video recording
- Any photograph or image of the student captured during the audio or video recording
- Any audio or video recording of the student participating in the course
- Any online chats or other recorded communications among participants in the course captured during the audio or video recording

Students may request to withhold the Limited Use Directory Information from disclosure pursuant by making a written request to the instructor of record for the course. However, doing so may limit the extent to which they will be able to participate in the course.

To protect the privacy of other students, individuals may not make their own recordings of class sessions or share or distribute University recordings of class sessions unless they have permission from the instructor or an accommodation established through the Disability Services for Students.

2.4. School official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position, including student workers, and volunteers as determined by the Office of the University Registrar.

2.5. Legitimate educational interest is a demonstrated "need to know" by those officials of an institution who act in the student's educational interest. They include: faculty, administration, clerical and professional employees, student workers, and other persons who need student record information for the effective functioning of their office or position. The following criteria shall be taken into account in determining the legitimacy of a University official's access to student's records:

2.5.1. The official must seek the information within the context of the responsibilities that he or she has been assigned; and

2.5.2. The information sought must be used within the context of official University business and not for purposes extraneous to the official's area of responsibility to the University.

### 3. Annual Notification.

3.1. East Carolina University shall send a written notice of FERPA rights to every enrolled student at the beginning of each fall semester. The Office of the University Registrar is responsible for preparing and delivering the Annual Notification.

3.1.1. This Annual Notification includes: the student's rights mentioned above in Section 1.1, the right and steps for a hearing if request to amend record is denied, as enumerated in Section 6, below, and the right to file a complaint with the Family Policy Compliance Office. It will also include the definition of a "school official" and an "educational interest" and conditions under which a record will be released.

3.1.2. The Annual Notification is sent to students via ECU e-mail (the official means of communication) after census day for any given fall semester.

### 4. Student Right to Inspect and Review Their Records.

4.1. Rights to inspect. Students have the right to inspect and review their official educational records, files, and data, maintained by the University and directly related to the student and not related to other students.

4.1.1. Documents that are not considered education records, and therefore are not subject to inspection include: sole possession notes, law enforcement or campus security records, employment records (unless employment is contingent upon student status), certain records relating to treatment by physician, psychiatrist, psychologist, etc.

4.2. Requesting inspection. Students should direct their request to inspect the records to the Office of the University Registrar. The custodian shall provide access to the records during regular business hours.

4.2.1. The university will comply with the request from a student to review his or her records within a reasonable time, but in any event not more than forty-five days after the request is made

4.2.2. Accommodations may be made for students to review their education records if circumstances make on-site inspection impractical due to geographic distance. In these instances, records may be sent to an institution near the student for an opportunity for the student to review the record.

4.2.3. If exceptional circumstances exist, or circumstances exist which effectively prevent a student from exercising their right to inspect and review the records as provided in Section 4.2.1 or 4.2.2, the University may provide copies of the records. The office providing the copies may charge a reasonable fee for each copy, but will not charge a fee to search for or retrieve the records in question.

## 5. Disclosure of Records.

### 5.1. Directory Information.

5.1.1. ECU may disclose directory information without student consent.

5.1.2. Use and disclosure of limited use directory information will be restricted to publication in official University publications or on social media sites or websites hosted or maintained by, on behalf of, or for the benefit of the University.

5.1.3. Students may block disclosure of their directory information. To block disclosure of directory information, a student must file a Non-Disclosure Form with the Office of the University Registrar by the official census date listed on the academic calendar for the current term of enrollment. These blocks must be renewed each term.

### 5.2. Written Consent Required.

5.2.1. ECU may not disclose the education records of a student to other persons unless that student has given consent in writing, unless otherwise permitted by the federal regulations.

5.2.2. The consent must specify the records or information to be released, the reasons for the release, and the identity of the recipient of the records.

### 5.3. Written Consent Not Required. ECU may disclose information from the student's record without the written consent of the student in the following situations:

5.3.1. In compliance with a court order or subpoena;

5.3.2. Requests from school officials who have a legitimate educational interest in the information;

5.3.3. Requests from other departments or educational agencies who have legitimate educational interest in the information, including persons or companies with whom the University has contracted (such as an attorney, auditor, collection agent, and the National Student Clearinghouse);

5.3.4. Requests from officials of other colleges or universities at which the student intends to enroll or has enrolled provided the student is furnished a copy, if he or she so requests, so that he or she may have an opportunity to challenge the contents of the record;

5.3.5. Requests in connection with a student's financial aid;

5.3.6. Requests from parents of a dependent student as defined in Section 152 of the Internal Revenue Code of 1986;

5.3.7. Requests from appropriate persons in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of the student or other persons; or

5.3.8. When additional circumstances exist that permit the release without student consent, consistent with applicable regulations.

### 5.4. Procedures for Protecting the Privacy of Student Information in Electronic and Social Media Enrolled in Distance or Correspondence Courses or Programs.

5.4.1. East Carolina University recognizes the importance of maintaining the privacy and security of student identity and student records in an environment of computer networked, digital records storage. ECU is diligent in protecting the security, confidentiality, integrity and availability of all student records including student identity. The University employs strict, standard security measures, policies, standards and guidelines in our ongoing effort to protect information resources, including student records. Student personal information is protected through a variety of measures, including the administration of policy and security practices that govern the PirateID and passphrase associated with accessing ECU's PiratePort Portal, and other services that support the educational process at ECU. Students are required to have a strong passphrase that is resistant to "hacking." Students must reset their passphrase every 90 days and not reuse the account's previous six passphrases. When students use their PirateID and passphrase to access information through PiratePort and the University's learning management systems, their login credentials are encrypted for additional security. All systems containing sensitive data, including systems that contain transcripts and final grades are subject to strict IT controls, externally hosted systems are subject to an ITCS Technology Security Assessment. -

5.4.2. In addition, it is the policy of the University that faculty, staff and instructors only use electronic products that are compliant with privacy safeguards, and approved in accordance with the University's social media policy, Reg 08.10.02. section 3.

5.5. FERPA's protection of personally identifiable information in a student's education records ends at the time of a student's death. As a courtesy to the families of recently deceased students who were enrolled at the time of death, the University generally will not release information from their education records for one year without the consent of the deceased student's next-of-kin.

## 6. Procedure to Correct Records.

6.1 Informal Resolution. If a student believes his/her education record is inaccurate or misleading, the first step is to discuss the concern with the University Registrar or designee. Contact that office at 252-328-6747. If the University Registrar or designee does not agree with the student, the University Registrar or designee will inform the student of the right to a formal hearing.

6.1.1 Note: This does not apply to grade disputes (although it may be used to correct a clerical error in grades).

6.2. Formal Hearing Request. Students may request a hearing to challenge the content of his or her education record on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

6.2.1 Students must request a formal hearing within 30 University business days from the date the student is informed by the University Registrar or designee of the decision not to revise the education records. The request must be in writing, and must be delivered to the Associate Provost for Enrollment Services, to whom the University Registrar ultimately reports.

6.3. Hearing Procedures. The Associate Provost for Enrollment Services, upon receipt of the written request, shall either hear the case personally or designate a hearing committee.

6.3.1 Committee Composition. The committee will include one representative from the University Registrar's Office or designee other than the one who has denied the request, two faculty members and two students.

6.3.2 Scheduling of Hearing. Within a reasonable period of time after the request for hearing, the student shall be informed of the date, place and time of the hearing.

6.3.3 Conduct of Hearing. The student may present evidence relevant to the issues raised and may be assisted or represented at the hearing by one or more persons of his/her choice.

6.3.4 Decision. The person or committee hearing the case shall decide it solely on the basis of the evidence

presented at the hearing. The decision shall be in writing, delivered to all parties, and will summarize the evidence and state the reason(s) for the decision. If the decision is in favor of the student, the education records will be amended accordingly. If the decision is unsatisfactory to the student, he or she may place with the education record a statement commenting on the information in the records or setting forth any reasons for disagreement with the decision. Such statements will be maintained as part of the student's education record and released with the record anytime it is disclosed to third parties. The challenge to be considered in such a hearing may extend only to the material in the respective University file; it may extend to the correct recording of a grade but not to the appropriateness of the grade.

7. Procedure for Filing an Official Complaint with the Family Policy Compliance Office.

7.1. A student has the right to file a complaint at any time with the U.S. Department of Education. However, it is expected that the student normally would exhaust the available administrative remedies for relief according to the University grievance policy procedures before filing such a complaint.

7.2. Official complaints may be directed to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue SW, Washington, DC 20202-5920.

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East Carolina University

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# Family Educational Rights and Privacy Act (FERPA or Buckley Amendment)

*Version 2 (Current Version)*

Print

<b>Policy</b>	POL02.40.01
<b>Title</b>	Family Educational Rights and Privacy Act (FERPA or Buckley Amendment)
<b>Category</b>	Academic Affairs
<b>Sub-category</b>	Registration and Records
<b>Authority</b>	Board of Trustees
<b>History</b>	1974 Act passed into law; 2009 Act revised; Placed in University Policy Manual after EXPEDITED REVIEW, transitioned without substantive change from prior version, January 29, 2013; Revised February 16, 2018.
<b>Contact</b>	Office of the Registrar, 252-328-6747, <a href="mailto:regis@ecu.edu">regis@ecu.edu</a> ( <a href="mailto:regis@ecu.edu">mailto:regis@ecu.edu</a> )
<b>Related Policies</b>	UNC Policy Manual, 700.2 (R) ( <a href="https://www.northcarolina.edu/apps/policy/doc.php?id=792">https://www.northcarolina.edu/apps/policy/doc.php?id=792</a> ) REG08.10.02 ( <a href="https://www.ecu.edu/prr/08/10/02">https://www.ecu.edu/prr/08/10/02</a> ), Social Media Use  The Family Policy Compliance Office Department of Education, 20 United States Code 1232g; 34 Code of Federal Regulations Part 99 ( <a href="https://www2.ed.gov/policy/gen/reg/ferpa/index.html">https://www2.ed.gov/policy/gen/reg/ferpa/index.html</a> )
<b>Additional References</b>	Federal Law and Regulation, 20 United States Code 1232g; 34 Code of Federal Regulations Part 99 et seq. ( <a href="https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html">https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html</a> )  Faculty Manual , Part V. Section I.A. Access to Student Education Records ( <a href="https://www.ecu.edu/cs-acad/fsonline/customcf/currentfacultymanual/manual.pdf">https://www.ecu.edu/cs-acad/fsonline/customcf/currentfacultymanual/manual.pdf</a> )  ECU's University Catalogs ( <a href="https://registrar.ecu.edu/about-catalog/">https://registrar.ecu.edu/about-catalog/</a> )

## 1. Introduction.

The University administers student educational records in accordance with the provisions of the Family Educational Rights and Privacy Act, also known as the Buckley Amendment or FERPA. This policy provides that an eligible student has a right of access to student educational records maintained by the University or any department or unit within the University, subject to certain exceptions which are outlined in this policy. This policy also protects the confidentiality of personally identifiable information in student records. Except to the extent allowed by applicable

law, personally identifiable information contained in a student educational record will not be disclosed. A copy of this policy is maintained by the University Registrar. All members of the campus community should be thoroughly familiar with this policy and comply with its provisions. Attachment C

1.1. In compliance with the Family Educational Rights and Privacy Act of 1974, it is the policy of the University that eligible students have the following rights in regard to official educational records maintained by the University or any department or unit within the University. Subject to certain exceptions, the main rights of students are:

1.1.1. The right to inspect and review education records

1.1.2. The right to request to amend their education records if they believe it contains information that is inaccurate, misleading, or in violation of the student's rights of privacy, and

1.1.3. The right to limit the disclosure of their education records.

1.2. School officials are required by University policy to complete biannual annual FERPA training, and to complete an acknowledgement that they treat all information to which they have access, other than directory information, as protected and confidential.

## 2. Definition of Terms

2.1. Eligible student (also herein referred to as "student" or "students") is any person who has reached 18 years of age or has been in attendance at the University at any age (as an undergraduate, graduate, professional, early college or visiting student) and regarding whom the University maintains education records. This policy does not apply to students under 18 years of age attending a laboratory school operated by the University. The Chancellor shall issue a regulation or similar University policy statement regarding the FERPA rights and obligations of laboratory school students.

2.2. Education records is any record (in handwriting, print, tapes, film, computer, or other medium) provided by a student to the University for use in the educational process and/or any record from which a student can be personally identified except: sole possession notes, law enforcement or campus security records solely used for law enforcement purposes, records relating to employees of the institution (unless employment is contingent upon school attendance), records made by a physician, psychiatrist, psychologist, or other recognized professional in his or her professional capacity, in connection with treatment that are disclosed in connection with that treatment, and records obtained after a person is no longer a student (e.g. alumni records).

2.3. Directory information at East Carolina University consists of a student's name, address (including e-mail address), telephone listing, date of birth, major field of study, participation in officially recognized activities and sports, dates of attendance, weight and height of athletic team members, degrees and awards received and most recent previous educational agency or institution attended by the student. Photographs, videos, or other media containing a student's image or likeness (collectively, "student images") are designated by the University as "limited use directory information."

2.3.1 The University designates the following categories of student information as "Limited Use Directory Information":

- University issued student electronic mail addresses ("Email Addresses")
- Photographs, videos, or other media containing a student's image or likeness (collectively "Student Images")
- Date of Birth
- Telephone Number

Use and disclosure of this information shall be limited to (1) those officials within the University who have access, consistent with FERPA, to such information and only in conjunction with an official institutional purpose; and (2) publication on websites hosted by, on behalf of, or for the benefit of the University, including the online directory available at [info.ecu.edu/directory](http://info.ecu.edu/directory). Limited Use Directory Information may only be provided to external parties that are contractually affiliated with the University.



The following shall also be considered Limited Use Directory Information that may be disclosed only to other students enrolled in the same course (regardless of whether such students are enrolled in the same class section or break-out group) that has been audio or video recorded by the University, for instructional and educational purposes only:

- Name, to the extent it is referenced or captured during the audio or video recording
- Any photograph or image of the student captured during the audio or video recording
- Any audio or video recording of the student participating in the course
- Any online chats or other recorded communications among participants in the course captured during the audio or video recording

Students may request to withhold the Limited Use Directory Information from disclosure pursuant by making a written request to the instructor of record for the course. However, doing so may limit the extent to which they will be able to participate in the course.

To protect the privacy of other students, individuals may not make their own recordings of class sessions or share or distribute University recordings of class sessions unless they have permission from the instructor or an accommodation established through the Disability Services for Students.

2.4. School official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position, including student workers, and volunteers as determined by the Office of the University Registrar.

2.5. Legitimate educational interest is a demonstrated "need to know" by those officials of an institution who act in the student's educational interest. They include: faculty, administration, clerical and professional employees, student workers, and other persons who need student record information for the effective functioning of their office or position. The following criteria shall be taken into account in determining the legitimacy of a University official's access to student's records:

2.5.1. The official must seek the information within the context of the responsibilities that he or she has been assigned; and

2.5.2. The information sought must be used within the context of official University business and not for purposes extraneous to the official's area of responsibility to the University.

### 3. Annual Notification.

3.1. East Carolina University shall send a written notice of FERPA rights to every enrolled student at the beginning of each fall semester. The Office of the University Registrar is responsible for preparing and delivering the Annual Notification.

3.1.1. This Annual Notification includes: the student's rights mentioned above in Section 1.1, the right and steps for a hearing if request to amend record is denied, as enumerated in Section 6, below, and the right to file a complaint with the Family Policy Compliance Office. It will also include the definition of a "school official" and an "educational interest" and conditions under which a record will be released.

3.1.2. The Annual Notification is sent to students via ECU e-mail (the official means of communication) after census day for any given fall semester.

### 4. Student Right to Inspect and Review Their Records.

4.1. Rights to inspect. Students have the right to inspect and review their official educational records, files, and data, maintained by the University and directly related to the student and not related to other students.

4.1.1. Documents that are not considered education records, and therefore are not subject to inspection include: sole possession notes, law enforcement or campus security records, employment records (unless employment is contingent upon student status), certain records relating to treatment by physician, psychiatrist, psychologist, etc.

4.2. Requesting inspection. Students should direct their request to inspect the records to the Office of the University Registrar. The custodian shall provide access to the records during regular business hours.

4.2.1. The university will comply with the request from a student to review his or her records within a reasonable time, but in any event not more than forty-five days after the request is made Attachment C

4.2.2. Accommodations may be made for students to review their education records if circumstances make on-site inspection impractical due to geographic distance. In these instances, records may be sent to an institution near the student for an opportunity for the student to review the record.

4.2.3. If exceptional circumstances exist, or circumstances exist which effectively prevent a student from exercising their right to inspect and review the records as provided in Section 4.2.1 or 4.2.2, the University may provide copies of the records. The office providing the copies may charge a reasonable fee for each copy, but will not charge a fee to search for or retrieve the records in question.

## 5. Disclosure of Records.

### 5.1. Directory Information.

5.1.1. ECU may disclose directory information without student consent.

5.1.2. Use and disclosure of limited use directory information will be restricted to publication in official University publications or on social media sites or websites hosted or maintained by, on behalf of, or for the benefit of the University.

5.1.3. Students may block disclosure of their directory information. To block disclosure of directory information, a student must file a Non-Disclosure Form with the Office of the University Registrar by the official census date listed on the academic calendar for the current term of enrollment. These blocks must be renewed each term.

### 5.2. Written Consent Required.

5.2.1. ECU may not disclose the education records of a student to other persons unless that student has given consent in writing, unless otherwise permitted by the federal regulations.

5.2.2. The consent must specify the records or information to be released, the reasons for the release, and the identity of the recipient of the records.

5.3. Written Consent Not Required. ECU may disclose information from the student's record without the written consent of the student in the following situations:

5.3.1. In compliance with a court order or subpoena;

5.3.2. Requests from school officials who have a legitimate educational interest in the information;

5.3.3. Requests from other departments or educational agencies who have legitimate educational interest in the information, including persons or companies with whom the University has contracted (such as an attorney, auditor, collection agent, and the National Student Clearinghouse);

5.3.4. Requests from officials of other colleges or universities at which the student intends to enroll or has enrolled provided the student is furnished a copy, if he or she so requests, so that he or she may have an opportunity to challenge the contents of the record;

5.3.5. Requests in connection with a student's financial aid;

5.3.6. Requests from parents of a dependent student as defined in Section 152 of the Internal Revenue Code of 1986;

5.3.7. Requests from appropriate persons in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of the student or other persons; or

5.3.8. When additional circumstances exist that permit the release without student consent, consistent with applicable regulations.

## Courses or Programs

5.4.1. East Carolina University recognizes the importance of maintaining the privacy and security of student identity and student records in an environment of computer networked, digital records storage. ECU is diligent in protecting the security, confidentiality, integrity and availability of all student records including student identity. The University employs strict, standard security measures, policies, standards and guidelines in our ongoing effort to protect information resources, including student records. Student personal information is protected through a variety of measures, including the administration of policy and security practices that govern the PirateID and passphrase associated with accessing ECU's PiratePort Portal, and other services that support the educational process at ECU. Students are required to have a strong passphrase that is resistant to "hacking." Students must reset their passphrase every 90 days and not reuse the account's previous six passphrases. When students use their PirateID and passphrase to access information through PiratePort and the University's learning management systems, their login credentials are encrypted for additional security. All mission-critical University systems, including systems that contain transcripts and final grades student records, are subject to strict IT controls, externally hosted systems are subject to an ITCS Technology Security Assessment. ~~maintained on network servers in the University's enterprise data center. The enterprise data center employs state-of-the-art layered security controls and physical access controls. Users of information systems are prohibited from accessing data or programs for which they are not authorized.~~

5.4.2. In addition, it is the policy of the University that faculty, staff and instructors only use electronic products that are compliant with privacy safeguards, and approved in accordance with the University's social media policy, Reg 08.10.02. section 3.

5.5. FERPA's protection of personally identifiable information in a student's education records ends at the time of a student's death. As a courtesy to the families of recently deceased students who were enrolled at the time of death, the University generally will not release information from their education records for one year without the consent of the deceased student's next-of-kin.

## 6. Procedure to Correct Records.

6.1 Informal Resolution. If a student believes his/her education record is inaccurate or misleading, the first step is to discuss the concern with the University Registrar or designee. Contact that office at 252-328-6747. If the University Registrar or designee does not agree with the student, the University Registrar or designee will inform the student of the right to a formal hearing.

6.1.1 Note: This does not apply to grade disputes (although it may be used to correct a clerical error in grades).

6.2. Formal Hearing Request. Students may request a hearing to challenge the content of his or her education record on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

6.2.1 Students must request a formal hearing within 30 University business days from the date the student is informed by the University Registrar or designee of the decision not to revise the education records. The request must be in writing, and must be delivered to the Associate Provost for Enrollment Services, to whom the University Registrar ultimately reports.

6.3. Hearing Procedures. The Associate Provost for Enrollment Services, upon receipt of the written request, shall either hear the case personally or designate a hearing committee.

6.3.1 Committee Composition. The committee will include one representative from the University Registrar's Office or designee other than the one who has denied the request, two faculty members and two students.

6.3.2 Scheduling of Hearing. Within a reasonable period of time after the request for hearing, the student shall be informed of the date, place and time of the hearing.

Attachment C

6.3.3 Conduct of Hearing. The student may present evidence relevant to the issues raised and may be assisted or represented at the hearing by one or more persons of his/her choice.

6.3.4 Decision. The person or committee hearing the case shall decide it solely on the basis of the evidence presented at the hearing. The decision shall be in writing, delivered to all parties, and will summarize the evidence and state the reason(s) for the decision. If the decision is in favor of the student, the education records will be amended accordingly. If the decision is unsatisfactory to the student, he or she may place with the education record a statement commenting on the information in the records or setting forth any reasons for disagreement with the decision. Such statements will be maintained as part of the student's education record and released with the record anytime it is disclosed to third parties. The challenge to be considered in such a hearing may extend only to the material in the respective University file; it may extend to the correct recording of a grade but not to the appropriateness of the grade.

## 7. Procedure for Filing an Official Complaint with the Family Policy Compliance Office.

7.1. A student has the right to file a complaint at any time with the U.S. Department of Education. However, it is expected that the student normally would exhaust the available administrative remedies for relief according to the University grievance policy procedures before filing such a complaint.

7.2. Official complaints may be directed to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue SW, Washington, DC 20202-5920.

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**July 14, 2022**

Agenda Item: X. B. Employee Code of Conduct Policy

Responsible Person: Mr. Wayne Poole  
Director of Internal Audit

Action Requested: Approval

Notes:

# East Carolina University Employee Code of Conduct

## PRR Classification # Policy

### PRR General Subject Matter Governance and Administration

[Print-friendly version](#) 

(Print-Friendly version is a word version of this template available for downloading)

**Authority:** Board of Trustees

**History:**

**Related Policies:**

[REG 01.15.03 Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay](#)

[POL 05.25.02 Notice of Nondiscrimination and Affirmative Action Policy](#)

[REG 05.10.01 Safety Hazard Investigation](#)

[REG 06.05.03 Volunteer Regulation](#)

[POL 06.25.04 Employment-Related Background Checks and Criminal Activity Reporting](#)

[REG 10.45.01 Regulation on Research Conduct](#)

[REG 10.45.04 Regulation on the Use of Human Subjects in Research](#)

[REG 08.05.08 Information Security Regulation](#)

[REG 12.60.27 East Carolina University Healthcare Compliance Regulation](#)

[REG 12.60.26 East Carolina University HIPAA Regulation](#)

[REG 01.15.14 Protection for Reporting Improper Government Activities Regulation](#)

**Additional References:**

[University Policy Manual](#)

[ECU Health Services Employee Code of Conduct](#)

[ECU Faculty Manual](#)

[ECU SHRA/CSS Employee Handbook](#)

[N.C. General Statute 143-749](#)

[Information Security Best Practices Manuals](#)

[ECU Office of Internal Audit and Management Advisory Services Resources](#)

[ECU Office of Research Integrity and Compliance Resources](#)

[ECU Office of Institutional Integrity \(Healthcare Compliance\) Resources](#)

**Contact for Info:**

Chief of Staff – (252) 328-9094

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## 1. Introduction

### 1.1. Purpose

This Policy is designed to facilitate East Carolina University’s mission of teaching, research, and public service by articulating basic expectations for employee conduct. In that spirit, this Code of Conduct is a statement of the University’s expectations that its employees will execute their duties in an ethical, legal, and professional manner. It does not displace or override existing

specific policies, rules and regulations pertaining to employee expectations, conduct, evaluation or discipline.

This Code of Conduct will guide the decision-making, behavior and performance of all employees acting on behalf of East Carolina University (“ECU” or “University”). This Code of Conduct applies to all employees at every level of the University, including senior leadership, faculty, and staff; full-time or part-time; student and temporary employees. The Code of Conduct cannot cover every situation in the daily conduct of the University’s many varied activities nor can it substitute for professional judgment, personal integrity or common sense. However, it is the duty of each employee of the University to adhere to the expectations set forth herein. Transparency, integrity, accountability, and civility, are hallmarks of our institution.

Employees shall consider the “appearance” test in their University-related decisions and conduct. This means considering how the situation would be perceived by a reasonable external constituent if it were open to public inspection.

The diverse ideas and opinions of members of the University community will sometimes conflict and this Code of Conduct is not intended to govern employees’ personal beliefs, values, and behaviors. When acting solely in their capacities as private citizens, employees will refrain from representing that they are acting or speaking on behalf of the University.

## 1.2. Vendors, Contractors, and Volunteers

Employees who are responsible for purchasing, contracting, hiring, or supervision of external parties shall ensure, to the extent of their ability to do so, that vendors, contractors, and volunteers with whom the employee interacts conduct University-related business ethically. To the extent that it is consistent with applicable law, the University will not do business with or seek the services of those people or entities that do not adhere to the expectations set forth in this Code of Conduct.

## 1.3. Violations

Violations of this Code of Conduct or other University policies, rules, and regulations will result in an appropriate level of disciplinary action, up to and including dismissal, as described in applicable policies, rules, and regulations of the University and federal and state law.

## 2. **Expectations**

### 2.1. Employees shall act ethically and professionally in conducting University duties.

All employees of the University shall conduct all University activities ethically and in a manner that upholds ECU’s commitment to honesty and compliance with applicable laws and policies. Some University employees are also governed by ethical codes or standards of their professions or disciplines. Some examples are attorneys, auditors, accountants, ombuds, physicians, nurses, social workers, therapists, and counseling staff. Those employees are expected to comply with applicable professional standards in addition to applicable statutes, regulations, policies and procedures.



2.2. Employees shall comply with all applicable laws, University Policies, Rules and Regulations, external authorities, and reasonable directives from superiors.

Members of the University community are expected to become familiar with and comply with the statutes, regulations, and University policies and procedures bearing on their areas of responsibility.

University employees who are convicted of a criminal offense (other than a minor traffic violation), must report any conviction to their immediate supervisor within five (5) calendar days of the conviction. The immediate supervisor shall make required notifications, such as to Human Resources (HR), as prescribed in applicable University policies and regulations.

2.3. Employees shall demonstrate proper regard for the health and safety of everyone associated with the University community.

Each employee shall collaborate to the best of their ability to ensure a learning environment, workplace and work practices that conform to applicable laws and regulations regarding health and safety and environmental protection. Employees shall fulfill any applicable reporting obligations regarding health and safety.

2.4. Employees shall uphold their responsibilities related to Information Security.

Employees shall adhere to the University's policies, regulations, and accepted practices for safeguarding University data. Employees shall report information systems and data-related security or privacy incidents and issues promptly to their supervisor or other appropriate authority.

2.5. Employees shall uphold the standards of academic integrity and quality related to education and research.

All employees must undertake their academic activities with honesty and integrity. Employees must also, to the best of their abilities, protect the safety and privacy of research subjects and uphold ethical standards related to research.

2.6. Employees shall disclose and appropriately manage conflicts of interest.

Each employee has a duty to adhere to applicable ECU and UNC system policies and regulations regarding conflicts of interest or commitment, secondary employment, and external professional activities for pay. Each employee must report, consistent with those policies and regulations, actual or perceived conflicts that have the potential to adversely affect the University's interests, to compromise objectivity in carrying out University responsibilities, or otherwise to compromise the performance of University responsibilities.

2.7. Employees shall comply with the University's commitment to equality of opportunity and prohibition against unlawful discrimination.

ECU recognizes that diversity and respect for human difference within academia is a key source of intellectual vitality and innovative spirit, and that academic freedom is essential to the educational mission. Employees will comply with applicable law and University Policy designed

to foster a welcoming and inclusive environment for students, employees, and visitors regardless of their race/ethnicity, color, genetic information, national origin, religion, sex (including pregnancy and pregnancy related conditions), sexual orientation, gender identity, age, disability, political affiliation, or veteran status (including relationship or association with a protected veteran; or Active Duty or National Guard service).

2.8. Employees shall conduct all University business practices with honesty and integrity, in a manner that upholds the University's reputation as a public institution of higher education that serves the people of North Carolina.

Employees must adhere to legal and ethical business practices in all University arrangements with outside entities, including service providers, suppliers, and vendors. Employees must ensure, to the full extent of their ability to do so, that the University does not violate laws, regulations, or terms of contracts and grant agreements.

To the extent it has been entrusted to their control or care, employees must maintain, protect, and be responsible stewards of the property and assets of the University including but not limited to its intellectual property and proprietary information, data, facilities, equipment, supplies, and University funds.

2.9. Employees shall report concerns in good faith and shall not be retaliated against for doing so

All employees shall promptly report questions, concerns or suspicions about improper conduct reasonably believed to be in violation of applicable federal or state law by other employees or vendors to their direct supervisor or another appropriate ECU office or official. All such questions, concerns or suspicions can also be submitted anonymously by contacting the Office of Internal Audit and Management Advisory Services (<https://audit.ecu.edu/>). Employees also have various other reporting options, which are published in the references and related policies linked at the beginning of this document. There shall be no retaliation for good-faith reports of potential noncompliance, concerns, or questions, as addressed in the [Protection for Reporting Improper Government Activities Regulation](#).

2.10. Employees shall cooperate with inquiries, audits and investigations.

All employees shall cooperate with inquiries, audits and investigations performed by the Office of Internal Audit and Management Advisory Services, the North Carolina Office of the State Auditor, or other duly authorized officials, as allowed by law. Pursuant to NCGS §143-749, "it shall be a Class 2 misdemeanor for any officer, employee, or agent of a State agency subject to the provisions of this Article to willfully make or cause to be made to a State agency internal auditor or the internal auditor's designated representatives any false, misleading, or unfounded report for the purpose of interfering with the performance of any audit, special review, or investigation or to hinder or obstruct the State agency internal auditor or the internal auditor's designated representatives in the performance of their duties."



**July 14, 2022**

Agenda Item: X. C. Naming Menu - ECU Athletics

Responsible Person: Mr. Jon Gilbert  
Director of Athletics

Action Requested: Approval

Notes:

**PIRATES UNITE CAMPAIGN  
NAMING OPPORTUNITIES REQUESTED FOR APPROVAL**

**MULTIPURPOSE INDOOR PRACTICE FACILITY**

- Naming Rights (\$5M)
- Turf Field (\$2.5M)
- Scoreboard (100K)
- Additional naming opportunities to be determined

**DOWDY-FICKLEN STADIUM**

- Pirate Video Control Room (\$500K)
- Founders Suite/Loge Level (facing field) – (\$1M)
- North Side Concourse (250K)
- South Side Concourse (250K)
- Gate 1 (100K)
- Gate 2 (150K)
- Gate 4 (150K)
- Gate 5 (150K)
- Gate 6 (150K)
- Gate 7-8 (75K each)
- Gate 9-10 (100K each)

**BASEBALL**

- Naming Rights for baseball expansion building (\$1M)
- Pirate Club Area (\$500K)
- Pirate Club Porch area (\$100K)
- Pirate Club Indoor area (\$100K)
- Main Gate to Clark-LeClair Stadium (\$150K)
- Gate 1 (\$50K)
- Gate 3 (\$50K) – Player Will Call
- Gate 5 (\$50K) – Letterman entrance
- Gate 6 (\$50K) – Right Field Jungle
- Gate 7 (\$100K) – Jungle Entrance
- Gate 8 (\$50K)
- Gate 9 (\$50K)
- Letterman Wall (\$100k)
- Additional naming opportunities to be determined

**MINGES COLISEUM**

- Women's Tennis Lockerroom (\$100k)
- Gate 1 (\$50k)
- Gate 2 (\$50k)
- Gate 3 (\$50k)
- Gate 4 (\$50k)
- Lower Concourse (\$150K)
- Upper Concourse (\$150K)
- Concession Stands (5) – (\$50K)

**AUXILLARY WEIGHT ROOM**

- Naming Rights (\$500K)
- Fueling Station (\$100K)

**PARKING LOTS**

- Fieldside (\$50k)
- Lower Minges (\$75k)

**SWIMMING**

- Lockerroom (\$150K)
- Pool Deck (\$150K)

**MISC.**

- Pirate Quarters football entrance to Ward Sports Medicine Building (\$500k)
- Football Head Coach Endowment (\$1M)
- Athletic Director Endowment (\$1M)
- Fueling Station (Murphy Center weight room) - (\$100K)
- Walking Bridge to Harvey Hall (\$50K)
- Athletic Business Office Suite (\$50K)
- Johnson Stadium Concession (\$50k)
- Max R. Joyner Family Stadium Concession (\$50k)
- Johnson Stadium Ticket Office (\$50k)
- Softball Indoor Hitting Facility (\$250k)
- Max R. Joyner Family Stadium Press Box (\$50k)
- Johnson Stadium Press Box (\$50k)

**Note:** Naming opportunities at \$25k and below are not included



**July 14, 2022**

Agenda Item:

XII. B. Athletics Personnel

Responsible Person:

Mr. Jon Gilbert  
Director of Athletics

Action Requested:

Approval

Notes:

**STATE OF NORTH CAROLINA  
COUNTY OF PITT**

**FOURTH AMENDED AND RESTATED HEAD BASEBALL COACH  
EMPLOYMENT AGREEMENT**

This Fourth Amended and Restated Head Baseball Coach Employment Agreement (hereinafter, the “CONTRACT”) is made and entered into this the \_\_\_\_\_ day of July, 2022, by and between **East Carolina University**, an institution of higher education, a constituent institution of the University of North Carolina, and a political subdivision of the State of North Carolina, (hereinafter, the “UNIVERSITY”), and **CLIFFORD MCKINLEY GODWIN**, (hereinafter, the “COACH”). The Chancellor of the UNIVERSITY, or his designee, has executed this CONTRACT on behalf of the UNIVERSITY and shall represent the UNIVERSITY in all matters referred to in this CONTRACT.

**WITNESSETH:**

**WHEREAS**, the UNIVERSITY desires to compete in intercollegiate athletics with outstanding athletic programs in the National Collegiate Athletic Association (hereinafter, sometimes “NCAA”);

**WHEREAS**, the COACH is experienced as a coach in the field of athletics and desires to perform duties as Head Baseball Coach;

**WHEREAS**, the parties acknowledge that, although this CONTRACT is sports-related, the primary mission of the UNIVERSITY is education and, accordingly, the primary purpose of all of the UNIVERSITY’s legal arrangements, including this CONTRACT, is the furtherance of the UNIVERSITY’s educational mission; and

**WHEREAS**, the COACH and the UNIVERSITY have previously executed an agreement dated June 26, 2014 entitled HEAD BASEBALL COACH EMPLOYMENT AGREEMENT, and such agreement was terminated and replaced in its entirety by the FIRST AMENDED HEAD BASEBALL COACH EMPLOYMENT AGREEMENT dated July 29, 2016, as amended by the AMENDMENT TO FIRST AMENDED HEAD BASEBALL COACH EMPLOYMENT AGREEMENT dated November 21, 2017, and such agreement was terminated and replaced in its entirety by the SECOND AMENDED AND RESTATED HEAD BASEBALL COACH EMPLOYMENT AGREEMENT dated July 12, 2018, and such agreement was terminated and replaced in its entirety by the THIRD AMENDED AND RESTATED HEAD BASEBALL COACH EMPLOYMENT AGREEMENT dated September 1, 2020 (the “Previous Agreement”); and

**WHEREAS**, the COACH and the UNIVERSITY wish to terminate and replace such Previous Agreement in its entirety with this CONTRACT; and

**WHEREAS**, subject to any approvals required by applicable policy, the UNIVERSITY and the COACH have agreed to the following terms and conditions of employment of COACH by UNIVERSITY.

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

**I. APPLICABLE LAWS**

This CONTRACT is entered in the County of Pitt, State of North Carolina, and is governed and construed in accordance with the laws of North Carolina except that each party to the CONTRACT will be viewed as an equal participant and there will be no presumption against the drafting party.

**II. ENTIRE AGREEMENT**

The UNIVERSITY and the COACH agree that this CONTRACT is the sole and complete CONTRACT between the parties. Any and all prior contracts and agreements, oral or written, between the parties are hereby terminated and voided.

**III. TERM OF AGREEMENT**

- A. The UNIVERSITY hereby employs the COACH as Head Baseball Coach and the COACH hereby accepts such employment.
- B. The term of this CONTRACT shall begin on July 1, 2022, through and including June 30, 2029.

**IV. SALARY AND BENEFITS**

- A. For services rendered by the COACH as Head Baseball Coach under this CONTRACT, the UNIVERSITY shall pay to the COACH an annual base salary (“Base Salary”) of \$500,000 per contract year.

Base Salary shall accrue and be payable in equal semi-monthly installments, with the first payment for each contract year to be made on July 15 or as soon thereafter as possible under constraints of University’s payroll system. As used in this part and throughout this CONTRACT, a “contract year” shall refer to the twelve-month period beginning on July 1 and ending on June 30 of the immediately following calendar year.

- B. The position of Head Baseball Coach is classified as an EHRA Non-Faculty position at UNIVERSITY. As an EHRA Non-Faculty Employee, COACH shall be entitled to receive all employee-related benefits that are normally



available to other twelve-month EHRA Non-Faculty Employees. COACH's employment is subject to the East Carolina University "Policy for Employees Exempt from the State Personnel Act" as adopted by the Board of Trustees and as revised from time to time (the "Policy"). A copy of the current Policy is attached hereto and incorporated herein by reference. COACH acknowledges that benefits or classifications provided by UNIVERSITY are subject to change from time to time by the North Carolina General Assembly, the University of North Carolina, or UNIVERSITY.

- C. The UNIVERSITY will reimburse the COACH for all expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this CONTRACT, subject to approval of the Director of Athletics or his designee. Such reimbursement shall be made in accordance with standard procedures and policies of the UNIVERSITY upon presentation to the UNIVERSITY of vouchers or other statements itemizing such expenses in reasonable detail and as approved by the Director of Athletics or his designee, such approval not to be unreasonably withheld.
- D. The UNIVERSITY will provide a vehicle on a loan basis for the COACH to use while performing his duties under this CONTRACT. The UNIVERSITY further agrees to provide appropriate liability and comprehensive automobile insurance to cover the COACH in the use and operation of said vehicle while the COACH is performing his duties under this CONTRACT. Alternatively, UNIVERSITY may provide an automobile allowance in compliance with UNIVERSITY policy.
- E. From July 1, 2022 through the termination of this CONTRACT and subject to contingencies stated in Part IV(J) of this CONTRACT, COACH will be eligible to receive performance incentive bonuses as follows:
1. For post-season play and professional achievements:
    - a. Winning the Conference Regular Season Championship or Tournament - \$15,000 (as used in this CONTRACT, the word "Conference" is defined as the American Athletic Conference, or any other association, conference or like organization with which the UNIVERSITY is or may become affiliated);
    - b. Participating in the NCAA Regional - \$10,000; and in the same year, for participating in the NCAA Super Regional – an additional \$10,000;
    - c. ECU hosting the NCAA Regional - additional \$20,000;
    - d. ECU hosting the NCAA Super Regional – additional \$25,000;
    - e. Participating in the College World Series (NCAA National Championship) - \$75,000;
    - f. Winning the College World Series (NCAA National Championship) - \$100,000;
    - g. Being designated by the Conference as the Conference Coach of the Year - \$25,000;

- h. Being designated by the American Baseball Coaches Association (“ABCA”) as the ABCA Regional Coach of the Year - \$5,000; and
  - i. For each appearance in the NCAA Regional, COACH shall be entitled to an extension of the term of this CONTRACT of one year, at the same level of Base Salary, Marketing Payments and bonuses for the final year of the term of this CONTRACT prior to the extension.
2. The bonuses under Subpart E(1) are cumulative, meaning COACH can earn multiple bonuses. Each incentive bonus to which the COACH is entitled under this Subpart E(1) will be paid by ECU within thirty (30) days following the final tournament game in which the Baseball Team plays that correlates with his eligibility for that incentive bonus.
3. For annual team academic performance, as follows:
- a. With regard to the multi-year Academic Performance Rate (“APR”) for the Baseball team, calculated according to NCAA requirements, and as reported in the Spring Semester of 2022 and in the Spring Semester of each year thereafter:
    - (i) An APR of 950-984 will entitle COACH to \$5,000; or
    - (ii) An APR equal to 985 or greater will entitle COACH to \$15,000 (the two potential incentive bonuses in this Part IV, Subparts E(3)(a)(i) and E(3)(a)(ii) are not cumulative); and;
  - b. With regard to the Grade Point Average (“GPA”) for the Baseball team, calculated according to ECU guidelines, as reported following the Spring Semester of 2022 (Academic Year) and following the Spring Semester of each Academic Year thereafter:
    - (i) a GPA of 3.00-3.24 will entitle COACH to receive \$2,500;
    - (ii) a GPA of 3.25-3.49 will entitle COACH to receive \$5,000; or
    - (iii) a GPA of 3.50 or above will entitle COACH to receive \$10,000 (the three potential incentive bonuses in this Part IV, Subpart E(3)(b)(i), E(3)(b)(ii) and E(3)(b)(iii) are not cumulative).
4. The bonuses under Subparts E(3)(a) and E(3)(b) are cumulative, meaning COACH can earn both the APR and GPA bonuses in one year. Each incentive bonus to which the COACH is entitled under these Subparts E(3)(a) and E(3)(b) will be paid by ECU within thirty (30) days following the official calculations of APR and GPA, respectively.
5. For achieving ticket sales benchmarks:
- a. If all-season ticket sales result in collected revenue of \$325,000.00 or higher - \$5,000.00; or

- b. If total ticket sales, including regular season single games and all-season tickets, result in collected revenue higher than \$415,000.00 - \$10,000.00.
  - c. The higher of the two preceding amounts will be paid, if earned. They will not be combined.
- F. All compensation paid pursuant to Part IV of this CONTRACT shall be subject to payroll deductions required by State and federal law, and UNIVERSITY regulations which include State and federal taxes and FICA withholding.

G. For the duration of this CONTRACT, as additional compensation (“Marketing Payments”) for the active and cooperative participation by COACH in marketing and fundraising efforts as reasonably directed by the Director of Athletics on behalf of ECU Athletics, including but not limited to activities involving the East Carolina University Educational Foundation, Inc. (hereinafter, the “Pirate Club”), UNIVERSITY will pay COACH \$100,000 per contract year.

This compensation for cooperative participation by COACH in marketing and fundraising efforts will accrue and be payable to COACH through equal semi-monthly installments, with the first installment paid by July 15 of the relevant contract year to the extent possible under the UNIVERSITY’s payment system.

- H. To the extent allowed by applicable law and the policies of UNIVERSITY and the University of North Carolina and subject to the approval of such entities as may be required by law and any of said policies, UNIVERSITY and COACH agree that retention bonuses will be available for COACH’s coaching staff (two full-time assistant coaches and a Director of operations), as follows, subject to the limitations, contingencies and requirements stated here below:

- a. On October 15, 2022 and on October 15 of each calendar year thereafter for the duration of this CONTRACT, two full-time assistant coaches and the Director of Operations for the Baseball Program, if employed continuously by East Carolina University during the immediately preceding twelve months, shall be eligible to receive a one-time retention bonus of up to one-twenty-fourth (1/24) of the individual recipient’s 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 COACH. The factors to be considered by the Director of Athletics in making this determination will include competitive performance and team achievement consistent with the goals of UNIVERSITY’s Department of Athletics.

- b. COACH agrees that UNIVERSITY may fulfill its responsibilities under this Part IV, Subpart H, if UNIVERSITY provides a substantially equivalent bonus opportunity under a separate agreement, set of agreements, or policy. Payment to members of the coaching staff other than COACH of any and all bonuses under this Part IV, Subpart H, shall be contingent upon (i) the availability of non-State appropriated funds for payment of said bonuses; (ii) UNIVERSITY's varsity Baseball program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions; and (iii) there being no pending or active NCAA, Conference, or UNIVERSITY investigations of significant, intentional, or repetitive violations and conduct of which the COACH knew or should have known, and should (and could) have prevented with reasonable diligence. Any bonus will be treated by the UNIVERSITY as compensation to the person receiving it in the year that payment for said bonus is made. Notwithstanding anything to the contrary that may appear in this CONTRACT, this Part IV, Subpart H, of the CONTRACT is enforceable only by UNIVERSITY and COACH and conveys no right or remedy in any other person, it being the intention of the parties that there be no third party beneficiary under the CONTRACT.

I. Available Compensation and Benefits for Staff:

1. So long as COACH remains employed by ECU, the following salary pool amounts will be available for distribution annually among the Baseball team's two Assistant Coaches and one Director of Operations (collectively "staff members") with distribution to occur only after consultation with and approval by the Director of Athletics and in compliance with applicable ECU policy:
  - a. for 2022-23, an additional \$50,000 over and above the 2021-22 salary pool. The salary pool thereafter shall remain at the same amount throughout the remainder of the CONTRACT unless otherwise modified by mutual agreement of the parties.
2. The three staff members shall be eligible for additional incentive bonuses, as follows, subject to contingencies stated in Part IV Subpart J of this CONTRACT, with all such compensation to be treated as taxable income by the three staff members:
  - a. Winning the Conference or Regular Season Championship or Tournament - \$2,500 for each staff member;
  - b. Participating in the NCAA Regional - \$2,500 for each staff member;
  - c. Participating in the NCAA Super Regional – \$5,000 for each staff member;
  - d. Participating in the College World Series (NCAA National Championship) - \$10,000 for each staff member; and

- e. Winning the College World Series (NCAA National Championship) - \$10,000 for each staff member.

3. The bonuses under Subpart I(2) are cumulative, meaning each staff member can earn multiple bonuses. Each incentive bonus to which each staff member is entitled under Subpart I(2) will be paid by ECU within thirty (30) days following the final tournament game in which the Baseball Team plays that correlates with the staff members' eligibility for that incentive.

4. Notwithstanding anything to the contrary that may appear in this CONTRACT, this Part IV, Subpart I, of this CONTRACT and any similar provision in any related MOU, are enforceable only by ECU and COACH and convey no right or remedy in any other person, it being the intention of the parties that there be no third party beneficiary under this CONTRACT and any related MOU.

J. Payment to COACH and to each staff member of bonuses for which they may be eligible pursuant to Part IV, Subpart E and I shall be contingent upon (i) the availability of non-State appropriated funds for payment of the relevant bonus, however, if non-State appropriated funds are not available to cover all of only COACH's bonuses (but not those of other members of the coaching staff), after 30 days written notice to the UNIVERSITY, if the UNIVERSITY fails to cure the breach, COACH's buyout obligation to UNIVERSITY will be null and void and COACH will not owe UNIVERSITY any liquidated damages, as described in Part XV of this CONTRACT, or any other amounts; (ii) UNIVERSITY's varsity Baseball program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws and constitutional provisions; and (iii) there being no pending or active NCAA, Conference or UNIVERSITY investigations of significant, intentional, or repetitive violations of any NCAA, Conference or UNIVERSITY policies, regulations, bylaws or constitutional provisions and where such conduct is the type of which the COACH (or with regard to payment to any staff member, that said staff member) knew or should have known and should (and could) have prevented with reasonable diligence. In the event any such investigation is ultimately resolved favorably for COACH, or the applicable staff member, as the case may be, all bonuses earned under this CONTRACT but not yet paid due to the pending or active investigation shall be paid to COACH and to each staff member within thirty (30) days of such favorable resolution of the investigation. Each bonus payment will be treated by the UNIVERSITY as taxable compensation to the person receiving it in the year payment for said bonus is made.

## V. OTHER PUBLIC APPEARANCES

In conformance with applicable UNIVERSITY, Conference, and NCAA guidelines and policies, including without limitation UNIVERSITY's policy on "External Activities for Pay," but only with the prior written approval of the Chancellor and the Director of Athletics, the COACH may enter into outside agreements for media appearances and any other personal appearances, lectures and speaking engagements other than UNIVERSITY activities and receive any benefits for which he contracts; provided, that such contracts or agreements are at no expense to the UNIVERSITY or its Department of Athletics, nor obligate in any way the UNIVERSITY or its Department of Athletics; and the COACH shall notify the UNIVERSITY in writing at least ten (10) days prior to the time he is required to perform under such contracts, including all information that is required to be reported under the UNIVERSITY's policy on External Activities for Pay; and provided further that the UNIVERSITY reserves the right to prohibit the COACH'S performance of any contract which it deems to conflict with the COACH'S responsibilities to the UNIVERSITY or which it deems to involve an unreasonable time commitment or that may reflect unfavorably upon the UNIVERSITY. The COACH'S public appearances as described in this paragraph are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility or liability for any claims arising therefrom.

## **VI. SPORTS CAMPS AND CLINICS**

a. The COACH may conduct up to four weeks of baseball camp (or clinics) on the campus of UNIVERSITY each year during the term of this CONTRACT. The COACH may not solicit sponsorships for said camps without the express approval of the Director of Athletics. Said camps and camp sponsorship solicitations must comply with all applicable laws and the policies, regulations and rules of UNIVERSITY, the NCAA, and Conference. UNIVERSITY may charge reasonable fees for the use of on-campus lodging, dining, and playing facilities by camp participants, which charges shall not exceed the least amount charged by UNIVERSITY for comparable facilities used by other camps, clinics, or seminars organized by UNIVERSITY or members of its athletics coaching staff. All tuition, fees, and other charges to campers and all expenditures related to any camps must be approved in advance by UNIVERSITY, such approval not to be unreasonably withheld. Benefits under this paragraph will in no way reduce the salary to be paid to the COACH in accordance with Part IV of this CONTRACT. Nothing herein shall prohibit COACH from conducting additional baseball camps 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 policy on "External Activities for Pay."

b. Contingent upon availability from the exclusive footwear, apparel and equipment provider for the UNIVERSITY Department of Athletics and subject to annual approval by the Director of Athletics (which approval shall not be unreasonably withheld), UNIVERSITY shall provide to COACH the following for his personal/camp and clinics use, which shall be treated as non-salary compensation from UNIVERSITY to COACH:

Up to 272 hats; and \$5,000.00 Value Promo Asset Card from the exclusive footwear, apparel and equipment provider for the Department of Athletics.

Without limiting the discretion of the Director of Athletics as set forth above, the parties acknowledge that if any condition arises, including but not limited to amendment of UNIVERSITY's contract with its exclusive footwear, apparel and equipment provider, that imposes any direct or indirect cost upon UNIVERSITY for acquisition of the non-salary compensation items identified above, the Director may cease all provision of any of such non-salary compensation to COACH under the CONTRACT and UNIVERSITY shall have no obligation to replace the loss of such non-salary compensation to COACH.

## **VII. COMMERCIAL ENDORSEMENTS**

- A. Only with prior written approval of the Chancellor and the Director of Athletics, the COACH will be allowed to accept remuneration for commercial endorsements that fall within the guidelines of the NCAA, provided such endorsements do not conflict with sponsorship agreements entered into by the UNIVERSITY and are of such a nature that they will not reflect unfavorably upon the UNIVERSITY.
- B. If the COACH makes commercial endorsements, he may identify himself as the Baseball coach of East Carolina University but shall not otherwise associate the UNIVERSITY'S name, logos or marks with the endorsement, without the prior written approval of the Director of Athletics and the Chancellor or his designee. The COACH shall not use any UNIVERSITY students in any endorsement of private products or services and shall not film any commercials or be photographed endorsing private products or services on UNIVERSITY property, without the prior written approval of the Director of Athletics and the Chancellor or his designee.
- C. The COACH'S commercial endorsements are independent of his UNIVERSITY employment and the UNIVERSITY will have no responsibility or liability for any claims arising therefrom.
- D. Notwithstanding any other provision in this CONTRACT, the COACH agrees that he shall not establish an Internet website or weblog or Internet program or presence in any form, including any social networking site, that in any way relates to the UNIVERSITY baseball program or his position as COACH at the UNIVERSITY without the express written consent of the Director of Athletics.

## **VIII. SHOE, APPAREL, AND EQUIPMENT CONTRACTS**

For the duration of this CONTRACT, 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, unless and except such agreement is specifically approved in writing by the Director of Athletics and COACH

meets all other requirements of UNIVERSITY policy with regard to the contractual relationship. This notwithstanding, the UNIVERSITY may require the COACH to comply with the terms of any shoe, apparel, and equipment agreement entered into by the UNIVERSITY, including but not limited to, requiring the COACH to wear or use a particular brand of shoe, apparel or equipment while performing his duties as the Head Baseball Coach. The UNIVERSITY is entitled to all revenue and/or proceeds derived from any shoe, apparel, or equipment contract entered into by the UNIVERSITY. COACH agrees to make reasonable efforts to accommodate requests for appearances pursuant to this Part VIII based upon his other outstanding commitments. However, in no event shall COACH be required to appear at events pursuant to this Part VIII on more than four (4) days per contract year or on occasions which would unreasonably detract from his primary duties as Head Baseball Coach.

#### **IX. DISCLOSURE OF OUTSIDE INCOME**

The COACH must obtain prior written approval from the Chancellor (or his designee) for all athletically related income and benefits from sources outside the UNIVERSITY and outside the scope of this CONTRACT including, but not limited to, income from annuities, television and radio programs, country club memberships, housing benefits, and endorsement or consultation contracts. The COACH understands and specifically agrees that UNIVERSITY rules governing External Activities for Pay approved by the Board of Governors and set forth in UNIVERSITY'S REG01.15.03, *Regulation on Conflicts of Interest, Commitment, and External Activities for Pay*, and any subsequent amendments to this Regulation shall apply to the COACH'S employment at the UNIVERSITY. The COACH shall report annually to the Athletic Director on or before November 30 all athletically related income and benefits from approved outside sources in the immediately preceding twelve months.

#### **X. DUTIES**

- A. The COACH shall devote his full time, attention, and energies to the duties of Head Baseball Coach for the UNIVERSITY with the exceptions as set out in this CONTRACT. The COACH shall report to the Director of Athletics and be subject to his supervision in the performance of duties as Head Baseball Coach.
- B. The COACH shall interview, screen (consistent with applicable University policy), and recommend to the Director of Athletics for employment all assistant coaches. The COACH shall recommend to the Director of Athletics the salaries of the assistant coaches and shall provide written annual evaluations of their performances to him. 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.
- C. The COACH shall use his best efforts to foster academic values, maintain program integrity, and encourage and contribute to the academic progress of all team members under his supervision. In conjunction with the faculty and the



UNIVERSITY, the COACH shall comply with UNIVERSITY'S policy on the recruitment and retention of qualified student athletes and ensure compliance of the program under his supervision with said policy. COACH will use his best efforts to support the progression of each student athlete under his supervision towards a degree in a defined academic program. The COACH further agrees and understands that he shall support and encourage educational values and the educational pursuits of his student athletes. COACH shall use his best efforts to materially contribute to the improvement of the varsity baseball team's overall Grade Point Average (GPA) and Academic Progress Rate (APR) and the overall academic success of student athletes on the baseball team. COACH shall endeavor to cooperate with the Director of Athletics, the Faculty Athletic Representative, and the Student Development Office to support improvement of the varsity baseball team's academic success. Further, COACH and staff under his supervision shall use their best efforts to monitor class attendance of players on the varsity baseball team and establish and enforce team rules requiring players on the team to participate in tutoring and study halls on a schedule established by the COACH in consultation with the ECU Student Development Office.

The parties agree that the policies regarding the athletic program at the UNIVERSITY shall be determined by the UNIVERSITY; however, the implementation of the daily routine and administration as they pertain to the baseball program shall be the primary responsibility of the COACH in compliance with all policies, rules, and regulations of the NCAA, Conference, the UNIVERSITY, and the Board of Governors of The University of North Carolina. The Director of Athletics shall use his best efforts through normal departmental communications, such as head coach meetings, to ensure COACH is made aware of avenues through which COACH can learn and stay aware of applicable policies.

- D. The COACH shall make appearances and/or speeches as requested at fundraising socials and events sponsored by the Pirate Club. The UNIVERSITY shall notify the COACH of its request for him to make a speech or appearance under this paragraph at least ten (10) days prior to such appearance. COACH agrees to make reasonable efforts to accommodate any such requests based upon his other outstanding commitments. Absent such notice, the COACH will not have an obligation to appear or speak. Notwithstanding the foregoing, COACH shall not attempt to raise money to support the baseball budget without the prior written approval of the Director of Athletics. All requests of financial support from the Pirate Club for the baseball program will be channeled through the Director of Athletics to the Executive Committee of the Pirate Club.
- E. COACH shall not instruct or knowingly permit his assistants to do anything that this CONTRACT prohibits him from doing.

- F. In addition to COACH's normal daily interaction with the Athletics Department administration, COACH and the Director of Athletics will have a January pre-season meeting and June post-season meeting annually to discuss big picture issues impacting the baseball program. These discussions will include, but will not be limited to, strategies employed by competitors with similar financial and other resources that can help keep the varsity baseball program competitive at the highest and most effective level possible. COACH should provide the Director of Athletics with an agenda as well as supporting documentation for possible action items to be discussed in the meetings. The topics for discussion should typically include, but will not be limited to, budget development for the program; staffing needs (assistant coaching and administrative) for the program; proposed schedule of games; and the effectiveness and adequacy of support personnel and resources for the needs of the varsity baseball program.

## **XI. RULES AND REGULATIONS**

- A. COACH shall perform all duties specified herein in compliance with the constitution, by-laws, rules, and regulations of the National Collegiate Athletic Association (NCAA), and the rules of the Conference, including recruiting rules as now constituted or as any of the same may be amended during the term hereof.
- B. COACH shall perform the duties specified herein in a manner which is in accordance with UNIVERSITY policies and regulations, East Carolina University Athletics Department Policy, NCAA constitution, bylaws, policies, rules and regulations, Conference rules, the policies, rules and regulations of the Board of Governors of The University of North Carolina, and any applicable State or federal law, rule or regulation. The athletic program under the direction of the COACH must comply with all policies, rules, and regulations of the UNIVERSITY and the constitutions, bylaws, policies, rules and regulations of the NCAA and Conference. "Athletic program" as used throughout this CONTRACT shall include, but is not limited to, all assistant baseball coaches and other UNIVERSITY employees, contractors, and volunteers under the supervisory responsibility, both direct and indirect, of COACH, as well as all functions and responsibilities assigned to persons in those positions.
- C. COACH shall be responsible for instructing, supervising, and monitoring the conduct of each of the assistant baseball coaches and others assisting in the operation of the UNIVERSITY's intercollegiate varsity baseball program with the goal of assuring full compliance with the constitution, by-laws, rules, and regulations of the National Collegiate Athletic Association (NCAA) and specifically all NCAA rules and regulations relating to the conduct and administration of the varsity baseball program including, but not limited to, recruiting rules, as now constituted or as any of the same may be amended during the term hereof. COACH shall use his best efforts to promote and encourage compliance with these rules. In the event the Coach becomes aware

of or has reasonable cause to believe that violations of such constitution, bylaws, rules or regulations may have taken place, he shall report the same promptly to the Athletic Director of the UNIVERSITY. COACH shall make all reasonable efforts to promote and encourage sportsmanship in his coaches, players, and fans in attendance at intercollegiate varsity baseball contests.

- D. If COACH or the athletic program under the direction of COACH commits a violation of the constitution, bylaws, rules, or regulations of the NCAA, COACH will be subject to disciplinary or corrective action as set forth in the NCAA Enforcement Procedure. COACH may be suspended for a period of time, with or without pay, in the sole discretion of the UNIVERSITY, or the employment of COACH may be terminated as provided in Part XIII hereof, if COACH or the athletic program under the direction of the COACH is found to have been involved in violation of the constitution or any bylaw, rule or regulation of the NCAA or any UNIVERSITY policy, rule or regulation. COACH will be entitled to a pre-termination hearing in accordance with Part XIV.

## **XII. PUBLIC ANNOUNCEMENTS**

The parties mutually agree that major public announcements (e.g. suspension of players from the team, schedule modifications) made through any medium concerning the varsity baseball program at the UNIVERSITY will be discussed with the Director of Athletics (or his designee) and COACH, prior to said announcements being made public. Both parties agree to give full and faithful allegiance to the other as concerns the athletic program.

## **XIII. TERMINATION**

It is understood and agreed that this CONTRACT may be terminated as follows:

- A. Termination by the UNIVERSITY upon written notice and without cause, which shall require payment to COACH of liquidated damages as described herein below.

This CONTRACT may be terminated upon written notice to COACH by the Chancellor at any time when it is determined that such termination would be in the best interest of the UNIVERSITY. In such event, the UNIVERSITY shall pay COACH any bonuses, other compensation under Part IV above and Marketing Payments already earned, accrued and owing, but not yet paid, in the year immediately preceding the effective date of termination in accordance with the terms of this CONTRACT. Furthermore, UNIVERSITY shall pay to COACH liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount equal to only the Base Salary that would have been due under Subpart IV(A) of the CONTRACT for the remaining term of the CONTRACT had COACH remained employed by UNIVERSITY. Payment of the total amount of liquidated damages determined pursuant to the

previous sentence will occur over the period that would have comprised the remaining term of the CONTRACT had it not been terminated before its natural expiration date as stated in Part III(B) above (hereinafter the "Natural Expiration Date"), payable in equal semi-monthly installments until all amounts due under this Subpart XIII(A) of the CONTRACT have been paid in full; provided, however, UNIVERSITY's obligation, if any, to make such payments shall terminate sixty (60) days after UNIVERSITY provides written notice to COACH specifically describing documented evidence UNIVERSITY has that would have been grounds to terminate the employment of COACH with cause had he been employed by UNIVERSITY under this CONTRACT at the time the written notice is delivered to COACH.

It is agreed that the UNIVERSITY will not be obligated to pay the COACH for the production and marketing of television, radio, and Internet programs that do not feature the COACH and are produced following termination of this CONTRACT under any circumstance. Except as specifically provided above in this Subpart XIII(A), UNIVERSITY will not be liable to COACH for any collateral business opportunities or other benefits, including but not limited to Marketing Payments, expense reimbursement, vehicle allowance, and other fringe benefits, associated with the position as Head Baseball Coach. The CONTRACT is a contract for personal services. The parties recognize that a termination of the CONTRACT by UNIVERSITY without cause prior to its natural expiration could cause COACH to lose certain benefits, supplemental compensation or outside compensation relating to his employment at UNIVERSITY, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

Notwithstanding the above provisions, upon termination of COACH's employment under Part XIII(A), COACH agrees to mitigate UNIVERSITY'S obligation to pay liquidated damages pursuant to this Part. If the COACH obtains new employment that takes place after the termination of the CONTRACT and before its Natural Expiration Date, UNIVERSITY'S financial obligations under this liquidated damages provision shall be to pay COACH the difference between what COACH would have received as Base Salary under Subpart IV(A) as Head Baseball Coach at UNIVERSITY for the remaining term of this CONTRACT had it not been terminated before its Natural Expiration Date and the total of all compensation paid to him in the new employment prior to the Natural Expiration Date. However, this paragraph shall not be construed to reduce the amount of the liquidated damages owed to the COACH under Subpart IV(A) as stated above, by income derived from the COACH personally, and on his own account, trading in stocks, bonds, securities, real estate, commodities or other forms of investment in or for his own benefit.

In the event COACH'S salary in the new employment exceeds that which COACH would have been paid at UNIVERSITY, then UNIVERSITY'S

financial obligations under the liquidated damages provision shall cease and UNIVERSITY shall have no liability or obligation to COACH under any provision of this CONTRACT.

The measure of salary paid to COACH in the new employment will be determined by the UNIVERSITY from signed individual income tax returns of COACH covering any and all parts of the remainder of the term of the CONTRACT as submitted by COACH to the United States Internal Revenue Service (IRS). COACH hereby agrees to provide the UNIVERSITY with certified copies of said tax returns at the same time they are filed with the IRS, and failure to do so within a reasonable period of time (not to exceed thirty days absent written consent of the UNIVERSITY) shall relieve the UNIVERSITY of all further obligation under this CONTRACT. In the event that the UNIVERSITY pays COACH salary or liquidated damages under this Part that it determines exceed the amount owed to COACH because he received income from other employment that mitigates UNIVERSITY's payment obligations under this Part, the COACH agrees to pay back to the UNIVERSITY any overpayment by the UNIVERSITY upon written notice to the COACH of the overpayment. The obligation of COACH to refund any overpayment and the obligation to provide tax returns to the UNIVERSITY shall extend beyond the ending date of the CONTRACT then in force.

- B. Without notice at the expiration of the term as set forth herein.
- C. For cause at any time as determined by the Chancellor on behalf of the UNIVERSITY. Cause for termination of this CONTRACT by the UNIVERSITY shall include, but is not limited to, the occurrence of any of the following:
  - 1. Violation by COACH of any policy or regulation of the UNIVERSITY or the Board of Governors of the University of North Carolina or of the constitution, or any bylaw, rule or regulation of the NCAA, or the Conference, to the extent such violation is deemed in the sole discretion of the UNIVERSITY to be grounds for termination of the CONTRACT for cause. The UNIVERSITY will deem a violation to be grounds for termination under this Part XIII(C)(1) if it is serious or intentional or negligently committed. 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 (after taking into consideration mitigating circumstances and any other relevant evidence that COACH chooses to present) to result in sanctions such as forfeiture of athletic contests, loss of one or more scholarships, or prohibitions against Conference or championship appearances). If COACH is terminated with cause pursuant to the preceding sentence, and prior to a final determination by the NCAA, then, if the NCAA subsequently renders a final determination establishing facts that cause for termination did not exist,

COACH's termination shall be treated as a termination without cause under Part XIII(A). This provision shall survive termination of the CONTRACT.

2. Violation of any policy or regulation of the UNIVERSITY or the Board of Governors of the University of North Carolina or of the constitution, or any bylaw, rule, or regulation of the NCAA, or the Conference, that is committed by anyone within the athletic program under the direction of the COACH, including any member of the baseball coaching staff, a player, or any other person affiliated with the baseball program. The UNIVERSITY will deem a violation to be grounds for termination under this Part XIII(C)(2) if it is serious or intentional or negligently committed. 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 (after taking into consideration mitigating circumstances and any other relevant evidence that COACH chooses to present) to result in sanctions such as forfeiture of athletic contests, loss of one or more scholarships, or prohibitions against Conference or championship appearances) and if COACH either (a) knew or should have known of the likelihood that such violation was going to occur and failed to take reasonable steps to prevent such violation, including appropriate supervision, monitoring and instruction, or (b) failed to immediately report the violation to the Director of Athletics, the Associate Director of Athletics for Compliance, or such other staff as may be provided in ECU Policy. If COACH is terminated with cause pursuant to the preceding sentence, and prior to a final determination by the NCAA, then, if the NCAA subsequently renders a final determination establishing facts that cause for termination did not exist, COACH's termination shall be treated as a termination without cause under Part XIII(A). This provision shall survive termination of the CONTRACT.

3. Violation by COACH or the athletic program under the direction of the COACH of State or federal laws, rules or regulations.

4. Material violation by COACH of any of the terms or provisions of this CONTRACT.

5. A finding by the Director of Athletics and the Chancellor of serious or intentional misconduct, including but not limited to, conviction of COACH for any felony or crime that involves dishonesty, or any behavior by COACH that, in the sole judgment of the Director of Athletics and the Chancellor and consistent with prior reasonably similar circumstances, displays a continual or serious disrespect for the integrity and ethics of the UNIVERSITY.

6. Refusal of COACH to carry out reasonable directives from the Director of Athletics or the Chancellor.

7. Financial exigencies of the UNIVERSITY that result in termination of the baseball program.

8. Upon direction of the Board of Governors of The University of North Carolina or an appropriate state legislative or executive body which requires reduction in employees and which results in elimination of the baseball program.

9. Misappropriation or misuse of UNIVERSITY funds, facilities or property by COACH.

10. The parties agree that cause for termination as set forth herein and in the Policy for Employees Exempt from the State Personnel Act shall not be interpreted to include the team's competitive record.

In the event of termination for cause, the UNIVERSITY will give COACH written notice at least thirty (30) days prior to the effective date of such termination and COACH shall be entitled to payment of only the compensation as set forth in Part IV of this CONTRACT that is earned, accrued and owing through the effective date of such termination and no more. The UNIVERSITY shall not be liable to COACH for any collateral business opportunities, outside activities, or other non-UNIVERSITY matters that may be related to or associated with COACH's position as Head Baseball Coach.

- D. Upon death or permanent disability of COACH during the term of this CONTRACT, whereupon the COACH'S estate or COACH shall be entitled to the amount of only his Base Salary due and owing and any bonus and other compensation, if any, under Part IV above that has been earned, accrued and is owing as of the effective date of termination. "Permanent disability" shall mean physical or mental incapacity of a nature which prevents COACH in the sole judgment of the UNIVERSITY, from performing the duties as the COACH under this CONTRACT for a period of four (4) consecutive months. In the event of COACH'S death, the personal representative of COACH'S estate or other designated beneficiary, if any, shall be paid all such death benefits, if any, as provided in the COACH'S benefit plan. In the event COACH becomes permanently disabled, COACH shall be entitled to receive payments pursuant to and as provided by any disability benefits plan in which he may be enrolled.
- E. Upon the written consent of both parties hereto upon mutually satisfactory terms and conditions.

#### **XIV. SUSPENSION, DETERMINATION OF CAUSE AND COACH'S RIGHT TO UNIVERSITY HEARING**

- A. COACH acknowledges that UNIVERSITY is obligated to investigate allegations of misconduct or improper failure to act on the part of its employees, including without limitation information it receives that alleges or tends to show there have been violations of NCAA rules, applicable UNIVERSITY policy, or

state or federal law, whether intentional or unintentional. Consequently, COACH agrees and acknowledges that the Chancellor of the UNIVERSITY may suspend the employment of COACH at any time, with full pay and benefits, and continue the suspension pending any or all of the following: (a) UNIVERSITY's investigation of any report or information it receives indicating or alleging that COACH may have engaged in misconduct or allowed misconduct to occur within the athletic program under his supervision, whether intentional or unintentional, including without limitation violation of any NCAA rule, policy, or bylaw, applicable UNIVERSITY policy, or state or federal law; (b) failure on the part of COACH to perform any duty reasonably assigned to him under this CONTRACT; and/or (c) determination by the Chancellor of any action, including termination, that UNIVERSITY will take regarding COACH's employment based on the information obtained from or in relation to the investigation. COACH acknowledges and agrees that during any period of suspension, the Chancellor of the UNIVERSITY may name an Interim Head Baseball Coach to perform any and all duties of head coach of the varsity baseball program.

- B. Any process to terminate COACH for cause or to impose any lesser sanction that UNIVERSITY may determine to be appropriate for failure of COACH to comply with the terms of the CONTRACT, including but not limited to suspension without pay, shall be conducted in compliance with all relevant UNIVERSITY policies. Provided, however, if the UNIVERSITY provides notice to COACH of intention to discharge him for cause or impose a lesser disciplinary sanction that pursuant to UNIVERSITY policy would be eligible for review or appeal at the request of COACH, then COACH shall be given no less than three business days in which to decide whether he desires to waive his right, if any, to access to the review or appeal process available to him under UNIVERSITY policy and, instead, to seek review of the proposed sanction or discharge by the Chancellor as follows:
- i. The Chancellor shall determine whether disciplinary action should be imposed or if employment of COACH should be terminated for cause pursuant to XIII(C) at a pre-termination hearing held for such purpose after five (5) days prior written notice to COACH of the hearing date, which notice shall include a statement of charges against COACH. This hearing shall consist of an explanation of the UNIVERSITY'S evidence and an opportunity for the COACH to present his explanation of the situation and why he believes the proposed action violates applicable law or policy or reflects a misinterpretation of facts and shall include the right to have an attorney present to advise the COACH. The decision of the Chancellor at such a hearing shall be the UNIVERSITY'S final decision and, more specifically, there shall be no review by UNIVERSITY's Board of Trustees. The Chancellor may delegate any responsibility he



or she has under this Part XIV(B), to another UNIVERSITY employee other than the Director of Athletics if the Chancellor deems appropriate, in the best interest of the UNIVERSITY for a reason that he or she articulates to COACH upon his request.

## **XV. OTHER EMPLOYMENT**

COACH agrees that the promise to work for UNIVERSITY for the entire term of the CONTRACT is essential to UNIVERSITY. The parties agree that COACH has special, exceptional, and unique knowledge, skill and ability as a baseball coach which, in addition to the continuing acquisition of coaching experience at UNIVERSITY, as well as UNIVERSITY'S special need for continuity in its baseball program, render the services of COACH unique. Therefore, for the duration of this CONTRACT or any extension thereof, COACH agrees and hereby specifically promises that he will not actively seek, negotiate for, or accept other employment in either intercollegiate or professional athletics, without the prior written permission of the Director of Athletics and the Chancellor of the UNIVERSITY, which approval shall not be unreasonably withheld; however, this shall not be construed to prevent COACH from personally, and for his own account, trading in stocks, bonds, securities, real estate, commodities or other forms of investment for his own benefit. It is agreed that the loss of the services of COACH to the UNIVERSITY, without UNIVERSITY approval and release, prior to the expiration of the term of this CONTRACT or any extension thereof, will cause a loss to the UNIVERSITY. If COACH accepts or engages at any time during the term of this CONTRACT in such other employment in intercollegiate or professional athletics or other full-time employment of any kind, such action by COACH shall immediately terminate UNIVERSITY's employment of COACH unless an express, written agreement to the contrary, is signed by UNIVERSITY's Chancellor referencing expressly and specifically the other employment so accepted by COACH.

Except as otherwise provided by this CONTRACT, including, without limitation, Part IV(J), if COACH voluntarily terminates his employment with UNIVERSITY or accepts or engages in other employment prior to the expiration of the total term of employment as set forth in this CONTRACT either in violation of this CONTRACT or without a written waiver executed by the Chancellor expressly waiving the obligation of COACH to pay liquidated damages as provided in this paragraph, then COACH will be considered to have terminated his employment with UNIVERSITY and he shall pay to the UNIVERSITY in liquidated damages an amount determined as follows:

If he accepts or engages in other employment at any time during the period from July 1, 2022 through and including June 30, 2024, COACH shall pay \$250,000;

If he accepts or engages in other employment at any time during the period from July 1, 2024 through and including June 30, 2026, COACH shall pay \$200,000; or

If he accepts or engages in other employment at any time during the period from July 1, 2026 through and including June 30, 2028, COACH shall pay \$100,000;

The total amount of any sum to be paid by COACH in liquidated damages determined pursuant to this Part XV shall be paid as follows: (i) Within thirty (30) days of termination of COACH's employment with the UNIVERSITY, COACH shall pay UNIVERSITY an amount equal to \$100,000.00 or the total amount of liquidated damages owed to UNIVERSITY under this Part XV, whichever is less; and (ii) COACH shall pay UNIVERSITY the remainder of the full amount, if any, due under this Part XV within 365 days immediately following the effective date of termination of COACH's employment with UNIVERSITY.

In the event of a payment of liquidated damages pursuant to this Part XV, such payment shall be the UNIVERSITY'S sole and exclusive remedy for the violation. This is a CONTRACT for personal services. The parties recognize that a termination of this CONTRACT by COACH prior to its natural expiration could cause UNIVERSITY to lose the valuable investment of COACH'S continued employment at UNIVERSITY, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision. Upon notice of termination by COACH or COACH's employment by an employer other than ECU in violation of this CONTRACT, UNIVERSITY shall be relieved from all future obligations under this CONTRACT and COACH agrees not to contact current ECU baseball recruits for one year.

#### **XVI. UNIVERSITY'S EDUCATIONAL PURPOSE**

The parties agree that although this CONTRACT is sports related, the primary purpose of the UNIVERSITY and, accordingly, all of its legal arrangements, including this CONTRACT, are educational. Thus, the educational purposes of the UNIVERSITY shall have priority in the various provisions of this CONTRACT. It is recognized by the parties that a student athlete may be declared not eligible for competition for academic reasons, because the UNIVERSITY believes he would not be an appropriate representative of the UNIVERSITY, as a disciplinary sanction under the University Student Code, or because the UNIVERSITY believes that he is not eligible according to the rules for athletic competition, as specified by the NCAA, or for similar reasons. In no event shall such an action by the UNIVERSITY be considered a breach of this CONTRACT.

#### **XVII. UNIVERSITY RETAINS ALL MATERIAL AND RECORDS**

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 the COACH by the UNIVERSITY, or developed by the COACH on behalf of the UNIVERSITY or at the UNIVERSITY'S direction or for the UNIVERSITY'S use, or otherwise in connection with the COACH'S employment hereunder are and shall remain the sole and confidential property of the UNIVERSITY. Within five (5) days of the expiration of the term of this CONTRACT or its earlier termination as provided herein, the COACH shall cause any and all such materials in his possession or control to be delivered to the UNIVERSITY. Nothing in this paragraph shall require release of the COACH'S personal records not related to his UNIVERSITY employment as Head Coach. Further, COACH shall be entitled to retain a copy of practice schedules.

#### **XVIII. COMPENSATION CONDITIONAL**

The payment of all forms of compensation set forth in this CONTRACT is subject to the approval of the annual operating budget by the UNIVERSITY 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.

#### **XIX. UNIVERSITY'S SIGNATURE AND APPROVAL**

It is understood and agreed that this CONTRACT shall not be effective until signed by the Chancellor, or his designee, and approved by the Board of Trustees of East Carolina University, which shall be indicated by the signature of the Chairman of the Board of Trustees. The Chancellor will not sign this CONTRACT until he has determined any approval from the UNC Board of Governors that may be required has been obtained.

#### **XX. ASSIGNMENT**

The rights and interest of COACH under this CONTRACT may not be assigned, pledged, or encumbered by COACH.

#### **XXI. NO WAIVER OF DEFAULT**

No waiver by the parties hereto of any default or breach of any covenant, term, or condition of this CONTRACT 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.

#### **XXII. ACKNOWLEDGMENT**

COACH acknowledges that he has read and understands the foregoing provisions of this CONTRACT and that such provisions are reasonable and enforceable and he agrees to abide by this CONTRACT in the terms and conditions set forth herein.

#### **XXIII. COACH WILL NOT INCUR UNIVERSITY INDEBTEDNESS**



East Carolina University  
Greenville, NC 27858-4353

And to: Philip G. Rogers  
Chancellor  
105 Spilman Building  
East Carolina University  
Greenville, NC 27858-4353

And to: Paul H. Zigas  
General Counsel  
and Vice Chancellor for Legal Affairs  
215 Spilman Building  
East Carolina University  
Greenville, NC 27858-4353

**XXVII. SAVINGS CLAUSE**

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

**XXVIII. PUBLIC RECORD AND MULTIPLE COUNTERPARTS**

The parties agree that, upon execution, this CONTRACT is a Public Record as defined in Chapter 132 of the North Carolina General Statutes and is subject to disclosure pursuant to North Carolina’s Public Records Law. The parties agree that this CONTRACT may be executed in multiple duplicate counterparts constituting only one agreement.

**IN TESTIMONY WHEREOF**, the signatures of the parties are affixed hereto on the dates indicated below to be effective July 1, 2022, provided that the CONTRACT is subject to, and contingent upon, approval of the Board of Trustees of East Carolina University and shall be effective July 1, 2022 only if and when so approved by said Board.

**EAST CAROLINA UNIVERSITY**

By: \_\_\_\_\_  
Philip G. Rogers, Chancellor Date signed \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
Jon Gilbert, Director of Athletics Date signed \_\_\_\_\_

**HEAD BASEBALL COACH**

By: \_\_\_\_\_  
Clifford McKinley Godwin

\_\_\_\_\_  
Date signed

**As required under UNC Policy Manual Section 1100.3, all terms and conditions of the foregoing agreement have been approved as of the \_\_\_\_\_ day of July, 2022, by the Board of Trustees of East Carolina University.**

By: \_\_\_\_\_ Date signed \_\_\_\_\_  
Scott Shook, Chairman, Board of Trustees

Attested to:

By: \_\_\_\_\_ Date signed \_\_\_\_\_  
Megan Ayers, or Designee, Assistant Secretary to  
the Board of Trustees

*Remainder of this page intentionally left blank.*



**July 14, 2022**

Agenda Item:

XI. C. Conferral of Tenure

Responsible Person:

Dr. Robin Coger  
Provost

Action Requested:

Approval

Notes:






**Office of the Provost and Senior Vice Chancellor for Academic Affairs**  
210 Spilman Building | Mail Stop 501 | East Carolina University | Greenville, NC 27858-4353  
252-328-5419 office | 252-328-4010 fax

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## Memorandum

TO: Ms. Megan Ayers  
ECU Board of Trustees

FROM: B. Grant Hayes, Ph.D.   
Interim Provost and Senior Vice Chancellor for Academic Affairs

Date: June 30, 2022

RE: Request for BOT Action on July 2022 Recommendations for Tenure

Ms. Ayers, attached are two tenure recommendations that need to be submitted to the Board of Trustees for their consideration at the upcoming July 14, 2022 meeting. These actions have been approved by Chancellor Rogers. Formats are attached for the following faculty members:

### **College of Education (1)**

Jerry Johnson – Educational Leadership

### **College of Health and Human Performance (1)**

Amanda Muhammad – Interior Design and Merchandising

Since these recommendations require approval of the Board of Trustees before tenure may be conferred, I am requesting that these actions be placed on the agenda for consideration by the Board at their July 14, 2022 meeting. Each of the above recommendations have been approved by all appropriate parties, including the Chancellor.

Please let me know if you have questions about this request.

Attachments: 2 BOT Tenure Formats



**July 14, 2022**

Agenda Item: XI. C. 1. Conferral of Tenure -  
Dr. Jerry Johnson

Responsible Person: Dr. Robin Coger  
Provost

Action Requested: Approval

Notes:

**ECU FACULTY MANUAL, PART X, SECTION I, Attachment 2.**

**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: \_\_\_\_\_

School/Department: \_\_\_\_\_ College: \_\_\_\_\_

Current Rank or Title: *(if applicable)* \_\_\_\_\_ Proposed Rank or Title: \_\_\_\_\_

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: \_\_\_\_\_

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

Salary: \$ \_\_\_\_\_ Source(s): State Funds: \$ \_\_\_\_\_ \*Non-State Funds: \$ \_\_\_\_\_

\*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 type="checkbox"/>
Chair/Unit Head	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input 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)*

**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)*

**3. Scholarly & Creative Activities:**

Type	Number
Book	_____
Edited Book	_____
Chapter	_____
Refereed Journal Article	_____
Other Journal Article	_____
Juried Performance/Show	_____
Non-Juried Performance/Show	_____
Other: _____	_____
Other: _____	_____
Other: _____	_____

**4. Membership in professional organizations:**

**5. Professional service on campus:**

**6. Professional service off campus:**



**July 14, 2022**

Agenda Item: XI. C. 2. Conferral of Tenure -  
Dr. Amanda Muhammad

Responsible Person: Dr. Robin Coger  
Provost

Action Requested: Approval

Notes:



**ECU FACULTY MANUAL, PART X, SECTION I, Attachment 2.**

**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: \_\_\_\_\_

School/Department: \_\_\_\_\_ College: \_\_\_\_\_

Current Rank or Title: *(if applicable)* \_\_\_\_\_ Proposed Rank or Title: \_\_\_\_\_

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: \_\_\_\_\_

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

Salary: \$ \_\_\_\_\_ Source(s): State Funds: \$ \_\_\_\_\_ \*Non-State Funds: \$ \_\_\_\_\_

\*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 type="checkbox"/>
Chair/Unit Head	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input 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.



**3. Scholarly & Creative Activities:**

Type	Number
Book	_____
Edited Book	_____
Chapter	_____
Refereed Journal Article	_____
Other Journal Article	_____
Juried Performance/Show	_____
Non-Juried Performance/Show	_____
Other: _____	_____
Other: _____	_____
Other: _____	_____

**4. Membership in professional organizations:**

**5. Professional service on campus:**

**6. Professional service off campus:**



**July 14, 2022**

Agenda Item:

XII. D. Political Petitions R.  
Smiley and R. Martoccia

Responsible Person:

Action Requested:

Approval

Notes:



## SECTION A: INTRODUCTION, DEFINITIONS, AND INSTRUCTIONS

### 1. Introduction

Under Section 300.5.2 of the UNC Policy Manual, an employee who is exempt from the State Human Resources Act (an “EHRA employee”) must submit this petition for review before becoming a candidate for or accepting an appointive or elective public office.

Pursuant to the North Carolina Human Resources Act and the North Carolina Public Records Act, this petition and associated approvals are public records and will be released upon request

### 2. Relevant Definitions<sup>1</sup>

- a. “Appointive public office” means a public office that is filled or obtained by means other than an election.
- b. “Conflict of commitment” relates to an individual’s distribution of time and effort between obligations to University employment and participation in other activities outside of University employment. A conflict of commitment occurs when the pursuit of such outside activities involves an inordinate investment of time or is conducted at a time that interferes with the employee’s fulfillment of University employment responsibilities.
- c. “Conflict of interest” means situations in which financial or other personal considerations, circumstances, or relationships may compromise, may involve the potential for compromising, or may have the appearance of compromising, an employee’s objectivity in fulfilling their University duties or responsibilities, including research, service, teaching activities, and administrative duties.
- d. “Elective public office” means a public office that is filled or obtained through the results of an election.
- e. “Full-time employee” means an individual who is employed by the University at least three-quarter (3/4) time, including faculty who are employed on a nine-month per calendar year basis.
- f. “Major public office” means (1) any public office requiring full-time service, regardless of the amount of compensation; (2) any public office requiring service on a part-time basis for which compensation is more than nominal<sup>2</sup>; or (3) membership in the North Carolina General Assembly.
- g. “Minor public office” means any public office that is not a major public office.
- h. “Part-time employee” means an individual who is employed but who is not a full-time employee.
- i. “Public office” means any national, state, or local governmental position of public trust and responsibility, whether elective or appointive, which is created, prescribed, or recognized by constitution, statute or ordinance (other than within the University of North Carolina).

### 3. Instructions for Completing Section B of the Petition

The table on the following page specifies which portions of Section B the petitioner must complete. Petitioners also should read Section 300.5.2 in its entirety to ensure they are aware of all applicable requirements and deadlines.

<sup>1</sup> The definitions in Sections 300.5.1 and 300.5.2 of the UNC Policy Manual are incorporated herein by reference.

<sup>2</sup> In this context, “compensation which is more than nominal” means actual annual compensation or expected annual compensation, whichever is greater, in excess of \$10,000, excluding direct reimbursements for expenses incurred by the officeholder incident to holding office, whether such expenses are calculated on a per diem basis or an actual expense basis.

TYPE OF EMPLOYEE AND PROPOSED ACTIVITY	IN SECTION B, COMPLETE:	POLICY NOTES
<p><b>Any EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Become a candidate for any minor public office</p> <p><input type="checkbox"/> Occupy any minor public office</p>	<p><input type="checkbox"/> Parts 1 and 5</p> <p><input type="checkbox"/> Part 3 required only if requesting leave</p> <p><input type="checkbox"/> Part 4 required only if directed by president or chancellor</p>	<p><input type="checkbox"/> Promptly file with your supervisor a written statement of the amount of any payments to which you would be entitled as a candidate or officeholder <b>and</b></p> <p><input type="checkbox"/> If directed by the president or chancellor, submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>
<p><b>Any EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Become a candidate for any major public office</p>	<p><input type="checkbox"/> Parts 1, 2, 3, and 4</p>	<p><input type="checkbox"/> Submit a petition for a full or partial leave of absence during period of candidacy <b>and/or</b></p> <p><input type="checkbox"/> Submit a petition demonstrating that becoming a candidate for this public office will not create a conflict of commitment</p>
<p><b>A full-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a full-time public office</p>	<p><input type="checkbox"/> Parts 1 and 3</p>	<p><input type="checkbox"/> Submit a petition for a full leave of absence (for up to two years) for the time during which you will hold public office</p>
<p><b>A full-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a part-time public office for which compensation is more than nominal</p> <p><input type="checkbox"/> Occupy a seat in the NC General Assembly</p>	<p><input type="checkbox"/> Parts 1, 2, 3, and 4</p>	<p><input type="checkbox"/> Submit a petition for a full or partial leave of absence during time in office <b>and/or</b></p> <p><input type="checkbox"/> Submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>
<p><b>A part-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a full-time public office</p> <p><input type="checkbox"/> Occupy a seat in the NC General Assembly</p>	<p><input type="checkbox"/> Parts 1, 2, 3, and 4</p>	<p><input type="checkbox"/> Submit a petition for a full or partial leave of absence during time in office <b>and/or</b></p> <p><input type="checkbox"/> Submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>
<p><b>A part-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a part-time public office for which compensation is more than nominal</p>	<p><input type="checkbox"/> Parts 1 and 5</p> <p><input type="checkbox"/> Part 3 required only if requesting leave</p> <p><input type="checkbox"/> Part 4 required only if directed by president or chancellor</p>	<p><input type="checkbox"/> Promptly file with your supervisor a written statement of the amount of any payments to which you would be entitled as a candidate or officeholder <b>and</b></p> <p><input type="checkbox"/> If directed by the president or chancellor, submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>



**SECTION B: PETITION INFORMATION**

<b>Petitioner's Name:</b>	Riddick Smiley
<b>Petitioner's Institution:</b>	East Carolina University

**1. NATURE OF PETITION**

<input checked="" type="checkbox"/> New Petition	<input type="checkbox"/> Supplement/Amendment to a previously submitted Petition
--	--

<b>UNC Position Title</b>	Research Administration Professional Education & Outreach Officer
---------------------------	---

**Petitioner's UNC Appointment Type**

<input type="checkbox"/>	9-Month Faculty
<input type="checkbox"/>	12-Month Faculty
<input type="checkbox"/>	Senior Academic and Administrative Officer, Tier I
<input type="checkbox"/>	Senior Academic and Administrative Officer, Tier II
<input checked="" type="checkbox"/>	Other EPA Non-faculty appointment

**Petitioner's Full/Part Time Status**

<input checked="" type="checkbox"/>	Full-Time (at least ¾ time or 9 months)
<input type="checkbox"/>	Part-Time (less than ¾ time or 30 hrs/wk)

<b>Public Office Title</b>	Council Member – City of Greenville, NC
----------------------------	---

**Public Office Type** (as defined in Section A)

<input type="checkbox"/>	Full-Time Public Office
<input type="checkbox"/>	Member of General Assembly
<input checked="" type="checkbox"/>	Part-time public office with compensation exceeding \$10,000
<input type="checkbox"/>	Part-time public office with compensation not exceeding \$10,000

**Activity Type** (check all that apply)

<input checked="" type="checkbox"/>	Campaign for Public Office
<input checked="" type="checkbox"/>	Occupy a Public Office

**2. DESCRIPTION OF DUTIES AND WORK SCHEDULE** (Supplemental information may be attached to this Petition.)

**Petitioner's University Duties** (Provide a breakdown of the percent of time dedicated to assigned work duties assuming a 40-hour work week unless regularly schedule to work fewer hours per week. Examples of categories include teaching and grading, instructional preparation, mentoring/advising students, supervision of staff, research and writing, University committees or service, external committees or service, fundraising, or other project/program management.)

Create and manage training and communication initiatives on behalf of the Office of Compliance Monitoring and Strategic Initiatives. Please see attached position description for additional information.

<b>Petitioner's Name:</b>	<b>Riddick Smiley</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>

**Petitioner's Assigned Work Schedule** (Even if not regularly defined, indicate all key obligations that are on a set schedule.)

M-F 8-5

**Campaign Activities** (Provide a description of campaign activities, including types of campaign events, meetings with constituents and campaign staff, travel time for such meetings, or other expected activities.)

Serving on the Greenville City Council requires running for election every 2 years (on odd numbered years). Between July and November of 2019, this will involve approximately 15-20 hours per week meeting voters, sending mail and e-mail, attending candidate forums. All of this activity happens outside of business hours – in the evenings and on weekends. All of this activity takes place in Greenville, NC.

**Expected Time Commitments for Campaigning** (Include beginning and end dates for campaign, dates/times of all key obligations known or anticipated, expected average hours per work week, particularly hours that would fall within the petitioner's assigned work schedule.)

Between July and November, approximately 15-20 hours per week meeting voters, sending mail and e-mail, attending candidate forums. All of this activity happens outside of business hours – in the evenings and on weekends.

**Public Office Duties** (Provide a description of the duty requirements for the public office, including meetings with constituents, travel time, standing committee obligations, or other expected service requirements.)

Year round, approximately 30 hours per month attending public meetings, meeting with City staff, and responding to constituent requests. In addition to twice a month Council meetings, most members serve as liaisons to 2-5 citizen commissions which generally meet once a month. The vast majority of these activities take place outside of business hours – in the evenings and on weekends.

**Expected Time Commitments for Holding Office** (Include beginning and end dates of term, dates/times of all key obligations known or anticipated, expected average hours per work week, particularly hours that would fall within the petitioner's assigned work schedule.)

Year round, approximately 30 hours per month attending public meetings, meeting with City staff, and responding to constituent requests. The vast majority of these activities take place outside of business hours – in the evenings and on weekends. There are occasional activities which take place during the business day which are managed either over lunch or as vacation leave (~4 hours per month).

<b>Petitioner's Name:</b>	<b>Riddick Smiley</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>

**3. LEAVE REQUEST**

- No leave requested.
- Full leave of absence (Required if full-time employee occupying a full-time public office, not to exceed two years.)
- Partial leave of absence (Approval of scope and duration are at the discretion of the Petitioner's institution.)

Describe the proposed work schedule, including total hours per work week. Provide the time frame for the absence, using specific dates as often as practicable. Clarify if this leave or reduced schedule is being requested intermittently or continuously.

No leave of absence requested.

**4. ATTESTATION OF NO CONFLICT OF COMMITMENT**

Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence, clarify what duties you propose to eliminate or reduce, if any, during this period. Please note that the Board of Governors do not permit partial leave of absence or full leave of absence for a portion of a semester that adversely would affect the instructional services available to students, (for example, substituting another instructor for the petitioner to teach a course for a portion of the academic term.)

All campaigning and office-holding duties are done outside of the business day or using personal vacation leave in amounts not significantly beyond what would normally be used by other employees.

**5. PAYMENT FOR PUBLIC OFFICE**

Indicate the amount of any payments you would be or are entitled to as a candidate for or officeholder of this public office.

\$8,400 annually plus health insurance benefits

<b>Petitioner's Name:</b>		<b>Riddick Smiley</b>
<b>Petitioner's Institution:</b>		<b>East Carolina University</b>

**SECTION C: SIGNATURE OF PETITIONER**

I hereby certify that all information submitted on this Petition and any supporting documentation provided is true, complete to the best of my knowledge and belief, and filed in good faith.

*Riddick Smiley* 1 Feb 2022  
 \_\_\_\_\_  
 Petitioner's Signature Date

**SECTION D: REVIEW AND DECISION**

**This petition will be reviewed and a decision will be made pursuant to Section 300.5.2 of the UNC Policy Manual.**

If the Petition is in regard to a minor public office (or, for a part-time employee, for a part-time public office with compensation less than \$10,000), then only supervisory receipt is required and no further action is necessary. However, if the president (with respect to senior academic and administrative officers (SAAO) and employees of the UNC System Office) or the chancellor (with respect to other employees of the constituent institution, other than SAAOs) believes that a material conflict of commitment may exist in a particular case, the president or the chancellor may direct this petitioner to complete the attestation of no conflict of commitment, and the chancellor (or president) would submit the petition either to the Board of Governors or the appropriate board of trustees for resolution.

Petitions by SAAOs, and by any other employee if the petition concerns candidacy and office-holding in the General Assembly, shall be addressed to and resolved by the Board of Governors, shall be transmitted through the president, and shall be accompanied by a recommendation from the Petitioner's chancellor, if applicable. If the petition pertains to a chancellor, it shall be accompanied by a recommendation of the board of trustees of the chancellor's institution.

Petitions by University employees other than SAAOs, with the exception of petitions concerning candidacy and office-holding for the General Assembly, shall be addressed to and resolved by the appropriate board of trustees and shall be transmitted through the chancellor. With respect to each such decision rendered by a board of trustees, the chancellor shall transmit to the Committee on University Governance of the Board of Governors a report, containing such information as the committee may specify, concerning the action of the board of trustees.

**SIGNATURES (if required)**

Julie B. Cole *Julie Cole* 1/15/2022  
 \_\_\_\_\_  
 Petitioner's Supervisor Date

\_\_\_\_\_  
 Board of Trustees Date

\_\_\_\_\_  
 Chancellor Date

\_\_\_\_\_  
 Board of Governors Date

\_\_\_\_\_  
 President Date



# THE UNIVERSITY OF NORTH CAROLINA SYSTEM

**UNC System Human Resources**  
**Petition Regarding Political Activity**

**UNC System Policy & Procedure**  
**Effective Date: 03-20-2018**

## SECTION A: INTRODUCTION, DEFINITIONS, AND INSTRUCTIONS

### 1. Introduction

Under Section 300.5.2 of the UNC Policy Manual, an employee who is exempt from the State Human Resources Act (an "EHRA employee") must submit this petition for review before becoming a candidate for or accepting an appointive or elective public office.

Pursuant to the North Carolina Human Resources Act and the North Carolina Public Records Act, this petition and associated approvals are public records and will be released upon request

### 2. Relevant Definitions<sup>1</sup>

- a. "Appointive public office" means a public office that is filled or obtained by means other than an election.
- b. "Conflict of commitment" relates to an individual's distribution of time and effort between obligations to University employment and participation in other activities outside of University employment. A conflict of commitment occurs when the pursuit of such outside activities involves an inordinate investment of time or is conducted at a time that interferes with the employee's fulfillment of University employment responsibilities.
- c. "Conflict of interest" means situations in which financial or other personal considerations, circumstances, or relationships may compromise, may involve the potential for compromising, or may have the appearance of compromising, an employee's objectivity in fulfilling their University duties or responsibilities, including research, service, teaching activities, and administrative duties.
- d. "Elective public office" means a public office that is filled or obtained through the results of an election.
- e. "Full-time employee" means an individual who is employed by the University at least three-quarter (3/4) time, including faculty who are employed on a nine-month per calendar year basis.
- f. "Major public office" means (1) any public office requiring full-time service, regardless of the amount of compensation; (2) any public office requiring service on a part-time basis for which compensation is more than nominal<sup>2</sup>; or (3) membership in the North Carolina General Assembly.
- g. "Minor public office" means any public office that is not a major public office.
- h. "Part-time employee" means an individual who is employed but who is not a full-time employee.
- i. "Public office" means any national, state, or local governmental position of public trust and responsibility, whether elective or appointive, which is created, prescribed, or recognized by constitution, statute or ordinance (other than within the University of North Carolina).

### 3. Instructions for Completing Section B of the Petition

The table on the following page specifies which portions of Section B the petitioner must complete. Petitioners also should read Section 300.5.2 in its entirety to ensure they are aware of all applicable requirements and deadlines.

<sup>1</sup> The definitions in Sections 300.5.1 and 300.5.2 of the UNC Policy Manual are incorporated herein by reference.

<sup>2</sup> In this context, "compensation which is more than nominal" means actual annual compensation or expected annual compensation, whichever is greater, in excess of \$10,000, excluding direct reimbursements for expenses incurred by the officeholder incident to holding office, whether such expenses are calculated on a per diem basis or an actual expense basis.

**University of North Carolina System  
Petition Regarding Political Activity**

TYPE OF EMPLOYEE AND PROPOSED ACTIVITY	IN SECTION B, COMPLETE:	POLICY NOTES
<p><b>Any EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Become a candidate for any minor public office</p> <p><input type="checkbox"/> Occupy any minor public office</p>	<p><input type="checkbox"/> Parts 1 and 5</p> <p><input type="checkbox"/> Part 3 required only if requesting leave</p> <p><input type="checkbox"/> Part 4 required only if directed by president or chancellor</p>	<p><input type="checkbox"/> Promptly file with your supervisor a written statement of the amount of any payments to which you would be entitled as a candidate or officeholder <b>and</b></p> <p><input type="checkbox"/> If directed by the president or chancellor, submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>
<p><b>Any EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Become a candidate for any major public office</p>	<p><input type="checkbox"/> Parts 1, 2, 3, and 4</p>	<p><input type="checkbox"/> Submit a petition for a full or partial leave of absence during period of candidacy <b>and/or</b></p> <p><input type="checkbox"/> Submit a petition demonstrating that becoming a candidate for this public office will not create a conflict of commitment</p>
<p><b>A full-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a full-time public office</p>	<p><input type="checkbox"/> Parts 1 and 3</p>	<p><input type="checkbox"/> Submit a petition for a full leave of absence (for up to two years) for the time during which you will hold public office</p>
<p><b>A full-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a part-time public office for which compensation is more than nominal</p> <p><input type="checkbox"/> Occupy a seat in the NC General Assembly</p>	<p><input type="checkbox"/> Parts 1, 2, 3, and 4</p>	<p><input type="checkbox"/> Submit a petition for a full or partial leave of absence during time in office <b>and/or</b></p> <p><input type="checkbox"/> Submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>
<p><b>A part-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a full-time public office</p> <p><input type="checkbox"/> Occupy a seat in the NC General Assembly</p>	<p><input type="checkbox"/> Parts 1, 2, 3, and 4</p>	<p><input type="checkbox"/> Submit a petition for a full or partial leave of absence during time in office <b>and/or</b></p> <p><input type="checkbox"/> Submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>
<p><b>A part-time EHRA employee seeking authorization to:</b></p> <p><input type="checkbox"/> Occupy a part-time public office for which compensation is more than nominal</p>	<p><input type="checkbox"/> Parts 1 and 5</p> <p><input type="checkbox"/> Part 3 required only if requesting leave</p> <p><input type="checkbox"/> Part 4 required only if directed by president or chancellor</p>	<p><input type="checkbox"/> Promptly file with your supervisor a written statement of the amount of any payments to which you would be entitled as a candidate or officeholder <b>and</b></p> <p><input type="checkbox"/> If directed by the president or chancellor, submit a petition demonstrating that holding this public office will not create a conflict of commitment</p>

**University of North Carolina System  
Petition Regarding Political Activity**

**SECTION B: PETITION INFORMATION**

<b>Petitioner's Name:</b>	<b>Randall Martoccia</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>

**1. NATURE OF PETITION**

<input checked="" type="checkbox"/> New Petition	<input type="checkbox"/> Supplement/Amendment to a previously submitted Petition
--	--

<b>UNC Position Title</b>	
---------------------------	--

**Petitioner's UNC Appointment Type**

<input checked="" type="checkbox"/> 9-Month Faculty
<input type="checkbox"/> 12-Month Faculty
<input type="checkbox"/> Senior Academic and Administrative Officer, Tier I
<input type="checkbox"/> Senior Academic and Administrative Officer, Tier II
<input type="checkbox"/> Other EPA Non-faculty appointment

**Petitioner's Full/Part Time Status**

<input checked="" type="checkbox"/> Full-Time (at least $\frac{3}{4}$ time or 9 months)
<input type="checkbox"/> Part-Time (less than $\frac{3}{4}$ time or 30 hrs/wk)

<b>Public Office Title</b>	
----------------------------	--

**Public Office Type** (as defined in Section A)

<input type="checkbox"/> Full-Time Public Office
<input type="checkbox"/> Member of General Assembly
<input checked="" type="checkbox"/> Part-time public office with compensation exceeding \$10,000
<input type="checkbox"/> Part-time public office with compensation not exceeding \$10,000

**Activity Type** (check all that apply)

<input checked="" type="checkbox"/> Campaign for Public Office
<input type="checkbox"/> Occupy a Public Office

**2. DESCRIPTION OF DUTIES AND WORK SCHEDULE** (Supplemental information may be attached to this Petition.)

**Petitioner's University Duties** (Provide a breakdown of the percent of time dedicated to assigned work duties assuming a 40-hour work week unless regularly schedule to work fewer hours per week. Examples of categories include teaching and grading, instructional preparation, mentoring/advising students, supervision of staff, research and writing, University committees or service, external committees or service, fundraising, or other project/program management.)

12 hours per week in-class teaching  
5 hours scheduled office hours  
5 hours preparation  
15 hours grading, providing feedback, responding to e-mails

**University of North Carolina System  
Petition Regarding Political Activity**

<b>Petitioner's Name:</b>	<b>Randall Martoccia</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>

3 hours research, writing, or committee work

**Petitioner's Assigned Work Schedule** (Even if not regularly defined, indicate all key obligations that are on a set schedule.)

In class teaching: Monday, Wednesday, and Friday; 4 50-minute classes  
Office hours: MWF, 5 total hours per week  
Faculty and committee meetings

**Campaign Activities** (Provide a description of campaign activities, including types of campaign events, meetings with constituents and campaign staff, travel time for such meetings, or other expected activities.)

One campaign launch event  
Two or three fundraising events  
Several meet-the-candidates events

**Expected Time Commitments for Campaigning** (Include beginning and end dates for campaign, dates/times of all key obligations known or anticipated, expected average hours per work week, particularly hours that would fall within the petitioner's assigned work schedule.)

Campaign officially launches on June 25. The campaign ends on election day, Nov. 8, 2022. Before the early voting period starts--Oct. 22--I expect to spend 5 hours on campaign work. Between Oct. 22 and Nov. 8, I expect to spend 10 hours per week on campaign work.

**Public Office Duties** (Provide a description of the duty requirements for the public office, including meetings with constituents, travel time, standing committee obligations, or other expected service requirements.)

The meetings are the 1st and 3rd Mondays of each month.

**Expected Time Commitments for Holding Office** (Include beginning and end dates of term, dates/times of all key obligations known or anticipated, expected average hours per work week, particularly hours that would fall within the petitioner's assigned work schedule.)



**University of North Carolina System  
Petition Regarding Political Activity**

<b>Petitioner's Name:</b>	<b>Randall Martoccia</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>
3-5 hours per week	

**3. LEAVE REQUEST**

- No leave requested.
- Full leave of absence (Required if full-time employee occupying a full-time public office, not to exceed two years.)
- Partial leave of absence (Approval of scope and duration are at the discretion of the Petitioner's institution.)

Describe the proposed work schedule, including total hours per work week. Provide the time frame for the absence, using specific dates as often as practicable. Clarify if this leave or reduced schedule is being requested intermittently or continuously.

**4. ATTESTATION OF NO CONFLICT OF COMMITMENT**

Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence, clarify what duties you propose to eliminate or reduce, if any, during this period. Please note that the Board of Governors do not permit partial leave of absence or full leave of absence for a portion of a semester that adversely would affect the instructional services available to students, (for example, substituting another instructor for the petitioner to teach a course for a portion of the academic term.)

I'll do much of the campaign work during the summer, when I have no assigned classes. The 5-10 hours per week after the semester begins will not get in the way of my teaching and other university duties. When polls open for early voting--on Oct. 20th--I will, for the most part, canvass and "work the polls" on weekends and after 5 PM on weekdays. If I do engage in any campaign work earlier in the afternoon on a particular weekday, I will do my outside-of-class teaching responsibilities (grading, preparing, providing feedback, answering e-mails) in the evening. I will not let campaign work interfere with my 12 in-class teaching hours, my 5 weekly office hours, or committee and faculty meetings and other ECU service commitments.

**University of North Carolina System  
Petition Regarding Political Activity**

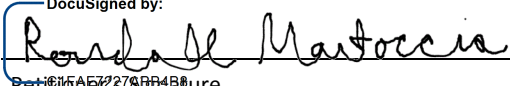
<b>Petitioner's Name:</b>	<b>Randall Martoccia</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>
<b>5. PAYMENT FOR PUBLIC OFFICE</b>	

Indicate the amount of any payments you would be or are entitled to as a candidate for or officeholder of this public office.

Commissioners receive 1200 dollars per month.

**SECTION C: SIGNATURE OF PETITIONER**

I hereby certify that all information submitted on this Petition and any supporting documentation provided is true, complete to the best of my knowledge and belief, and filed in good faith.

DocuSigned by:  
  
 Petitioner's Signature  
 6/6/2022 | 11:19 AM PDT  
 Date

**SECTION D: REVIEW AND DECISION**

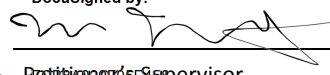
**This petition will be reviewed and a decision will be made pursuant to Section 300.5.2 of the UNC Policy Manual.**

If the Petition is in regard to a minor public office (or, for a part-time employee, for a part-time public office with compensation less than \$10,000), then only supervisory receipt is required and no further action is necessary. However, if the president (with respect to senior academic and administrative officers (SAAO) and employees of the UNC System Office) or the chancellor (with respect to other employees of the constituent institution, other than SAAOs) believes that a material conflict of commitment may exist in a particular case, the president or the chancellor may direct this petitioner to complete the attestation of no conflict of commitment, and the chancellor (or president) would submit the petition either to the Board of Governors or the appropriate board of trustees for resolution.

Petitions by SAAOs, and by any other employee if the petition concerns candidacy and office-holding in the General Assembly, shall be addressed to and resolved by the Board of Governors, shall be transmitted through the president, and shall be accompanied by a recommendation from the Petitioner's chancellor, if applicable. If the petition pertains to a chancellor, it shall be accompanied by a recommendation of the board of trustees of the chancellor's institution.

Petitions by University employees other than SAAOs, with the exception of petitions concerning candidacy and office-holding for the General Assembly, shall be addressed to and resolved by the appropriate board of trustees and shall be transmitted through the chancellor. With respect to each such decision rendered by a board of trustees, the chancellor shall transmit to the Committee on University Governance of the Board of Governors a report, containing such information as the committee may specify, concerning the action of the board of trustees.

**SIGNATURES (if required)**

DocuSigned by:  
  
 Petitioner's Supervisor  
 6/6/2022 | 2:31 PM EDT  
 Date  
 Board of Trustees  
 Date

# University of North Carolina System Petition Regarding Political Activity

<b>Petitioner's Name:</b>	<b>Randall Martoccia</b>
<b>Petitioner's Institution:</b>	<b>East Carolina University</b>

\_\_\_\_\_

Chancellor

Date

\_\_\_\_\_

Board of Governors

Date

\_\_\_\_\_

President

Date