

**East Carolina University  
Board of Trustees  
June 12, 2025**

**MINUTES**

The East Carolina University Board of Trustees convened for a special called meeting on Thursday, June 12, 2025, at 9 am. The meeting originated from room 105 of the Spilman Building, on the campus of East Carolina University in Greenville, NC. Chair Jason Poole called the meeting to order.

**ROLL CALL**

Mr. Poole called on Ms. Megan Ayers, Assistant Secretary to call the roll. A quorum was established.

**PRESENT**

Cassandra Burt  
Tom Furr  
Dave Fussell  
Van Isley  
Jason Poole  
Jeffrey Roberts  
Carl Rogers  
Jim Segrave  
Scott Shook  
Vince Smith  
Vanessa Workman

**ABSENT**

Fielding Miller  
Daniel Walker

**READING OF ETHICS STATEMENT**

In compliance with the State Government Ethics Act, Mr. Poole read the conflict-of-interest statement. No conflicts were identified.

## **CLOSED SESSION**

Mr. Poole asked for a motion for the board to move into closed session. Mr. Shook moved the board go into closed session to prevent the disclosure of confidential information under NCGS 136-22 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 more employees; and to consult with an attorney to preserve the attorney-client privilege between the attorney and the Board. Mr. Rogers seconded the motion. The board voted to move into closed session with no negative votes.

## **RETURN TO OPEN SESSION**

Coming out of closed session the board had an item requiring full board consideration.

## **ECU ATHLETICS PERSONNEL**

Mr. Shook moved the board approve the employment agreement for ECU Football Coach Blake Harrell as presented in board materials. Mr. Smith seconded the motion. The board voted to approve the motion with no negative votes. A copy of the agreement is listed as “Attachment A.”

## **ADJOURNMENT**

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

Respectfully submitted,

Megan Ayers  
Assistant Secretary to the Board of Trustees

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COUNTY OF PITT

STATE OF NORTH CAROLINA

**EMPLOYMENT AGREEMENT**

**HEAD FOOTBALL COACH**

THIS EMPLOYMENT AGREEMENT, made and entered into on this the 12<sup>th</sup> day of June, 2025 by **East Carolina University** (“ECU” or “UNIVERSITY”), an educational institution and agency of the State of North Carolina, and Blake Harrell (“COACH”) (the “Agreement”). ECU and COACH may be referred to herein individually as a “Party” or, collectively, as the “Parties.”

**WITNESSETH:**

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

WHEREAS, COACH is experienced as a coach in the field of athletics and desires to perform duties as Head Football Coach, responsible for coaching ECU’s NCAA Division I football team (“Team”) and the UNIVERSITY’s intercollegiate football program (the “Football Program”);

WHEREAS, the parties previously agreed to the terms contained in a document captioned "Head Football Coach Memorandum of Understanding" dated November 27, 2024 (hereinafter, the "November 27, 2024 MOU"), for purposes of memorializing the principal terms and conditions of employment for COACH;

WHEREAS, the parties now intend that the November 27, 2024 MOU is hereby amended, restated and superseded in its entirety, such that the parties intend for the terms of the parties' agreement as contained in the November 27, 2024 MOU to be replaced in their entirety by the terms and conditions of this Agreement; and

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

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

**I. TERM OF EMPLOYMENT**

A. ECU employs COACH as Head Football Coach for a term of four (4) seasons beginning on December 1, 2024 and ending on February 14, 2029 (the “Term”). Each

twelve-month period during the Term beginning on December 1 and ending on November 30 the following year shall be referred to herein as an “Agreement Year” (with year four (4) extending to February 14, 2029 as the end of this current Agreement). COACH accepts employment in this position and agrees to faithfully, diligently, and competently perform the duties of COACH, as set forth herein. COACH’s employment under this Agreement shall continue until the ending date set forth above, unless terminated earlier as provided herein or extended beyond the date as the parties shall agree in writing and as approved by ECU’s Chancellor (the “Chancellor”) and, if required by applicable policy, by UNIVERSITY’S Board of Trustees.

- B. COACH shall be considered Exempt Professional Staff (“EPS”) in accordance with UNC Policy 300.1.1 *Policy on Employees Exempt from the North Carolina Human Resources Act* (UNC Policy 300.1.1.), the position of COACH is classified as an employee exempt from the North Carolina State Human Resources Act (“EHRA”). COACH’S employment is subject to UNC Policy 300.1.1. and East Carolina University POL06.25.01 “*Employment Policy for Employees Exempt from the State Human Resources Act*” as adopted by the Board of Trustees, and as revised from time to time (the “ECU Employment Policy”). The Policy and other policies and rules to which COACH is subject and shall abide are contained in the Code of the UNC Board of Governors and ECU’s policies, regulations and rules. Such policies may be accessed at: <http://www.ecu.edu/PRR> and <https://www.northcarolina.edu/apps/policy/index.php?pg=toc&id=12&add ed=&return url=%2Fapps%2Fpolicy%2Findex.php%3Fpg%3Dtoc%26id%3D> and are incorporated herein by reference. COACH accepts and shall abide by the Code of the UNC Board of Governors and ECU’s policies, regulations, and rules.
- C. The Director of Athletics for the UNIVERSITY (“Director” or “Director of Athletics”) shall provide a written evaluation of the COACH’s performance on an annual basis.

## **II. DUTIES**

- A. ECU hereby employs COACH as the Head Football Coach of the Team with all the duties, responsibilities, and obligations normally associated with the position of Head Football Coach at a major university. Duties include, but are not limited to, the following:
- (1) COACH will serve as the Head Football Coach of the Team and devote his full time, energy, and abilities for the exclusive benefit of ECU as specifically set forth herein. COACH will be responsible for performing all the duties, responsibilities, and obligations normally associated with the position of Head Football Coach at a major university;

- (2) The COACH shall perform all duties specified herein in strict compliance with the constitution, by-laws, rules, and regulations of the NCAA, and the American Athletic Conference (the "AAC") and any other association, conference, or like organization approved by the NCAA with which ECU is or may become affiliated (the "Conference"), including recruiting rules, and with the policies of East Carolina University and its Athletics Department and of the Board of Governors of The University of North Carolina (the "BOG") and any applicable State or federal law, rule or regulation, as, collectively, the same are now constituted or as any of the same may be amended during the Term;
- (3) The Football Program under the direction of the COACH must comply with all policies, rules, and regulations of ECU and the BOG and the constitutions, bylaws, policies, rules and regulations of the NCAA and the Conference. Each time "Athletic Program Personnel" or "Football Program Personnel" is used throughout this Agreement, the phrase shall refer to all assistant football coaches and other ECU employees, contractors, student athletes and volunteers under the supervisory responsibility, both direct and indirect, of the COACH, as well as all functions and responsibilities assigned to persons in those positions. The COACH shall be responsible for instructing, supervising, and monitoring the conduct of Football Program Personnel with the goal of assuring full compliance with the constitution, by-laws, rules, and regulations of the NCAA and the Conference, including recruiting rules, and with the policies of East Carolina University and its Athletics Department and of the BOG and any applicable State or federal law, rule or regulation, as, collectively, the same are now constituted or as any of the same may be amended during the Term. In the event the Coach becomes aware of or has reasonable cause to believe that any violation of the constitution, bylaws, rules or regulations of the NCAA or the Conference or other applicable policies or laws may have taken place, he shall report the same promptly to the Director of Athletics or the Chancellor immediately;
- (4) The COACH shall make all reasonable efforts to promote and encourage sportsmanship in his coaches, players, and fans in attendance at intercollegiate football contests;
- (5) COACH will devote his best efforts full time in leadership, supervision, and promotion of ECU's Team and Football Program that supports said Team, including, but not limited to, with regard to using best efforts to ensure compliance with applicable laws, rules, and requirements, and the promotion of the mission of ECU and its intercollegiate athletics program, ECU's high standard of academic excellence, and the general health and welfare of student-athletes;
- (6) The parties agree that the policies regarding the athletic program at ECU shall be determined by ECU; however, the implementation of the daily routine and administration as they pertain to the Football Program shall be

the primary responsibility of the COACH in compliance with all policies, rules, and regulations of the NCAA, Conference, ECU, and the BOG;

- (7) Use best efforts to ensure that the Football Program is and/or operates in compliance with the Constitution and Bylaws of the Conference and also with the Constitution, Bylaws, rules and regulations of the NCAA; all State and Federal laws, and policies and procedures of The University of North Carolina and ECU;
- (8) Understand, observe and uphold all standards, including but not limited to academic standards and requirements, policies, rules and regulations of ECU as well as the Constitution and Bylaws of the Conference and of the NCAA, all applicable State and Federal laws, and all policies and procedures of The University of North Carolina and ECU as may be amended from time to time, and use best efforts to ensure compliance with all of the same standards, requirements, policies, rules, regulations, Constitution, Bylaws, laws and procedures by all coaches and other athletic department personnel under the supervisory responsibility of COACH, both direct and indirect, as well as the Football Program and all functions and responsibilities assigned to those persons;
- (9) Use best efforts to foster academic values, maintain program integrity, and encourage and contribute to the academic progress of all Team members under COACH's supervision and to use best efforts to ensure that all academic standards, requirements, and policies of ECU are observed including those in connection with the recruiting and eligibility of prospective and current student athletes, and specifically with regard to the recruiting of student athletes who are academically qualified;
- (10) Use best efforts to ensure the safety and welfare of student-athletes under COACH's supervision; use best efforts to ensure that coaching and administrative staff actively support the Football Program and ECU's joint commitment to academic achievement for each student-athlete under COACH's supervision, to include promoting academic advising and counseling services; promote an environment that encourages student-athletes to achieve the best grades possible and to make progress toward a degree in a defined academic program;
- (11) Interview, screen, and recommend to the Director of Athletics for employment all assistant football coaches. The hiring of assistants and all personnel within the Football Program shall comply with all applicable ECU policies and regulations. The COACH shall recommend to the Director of Athletics the salaries of the assistant coaches and each year shall provide written annual evaluations of their performances to the Director. The COACH shall recommend to the Athletic Director that an assistant coach be terminated if the assistant's performance is not satisfactory to the COACH.

- (12) Maintain and enforce any and all disciplinary policies and drug/alcohol policies of ECU;
- (13) Maintain effective relations with governing boards, associations, conferences, committees, alumni, students, faculty, and staff;
- (14) Each Agreement Year, make appearances/speeches at Pirate Club fundraising socials and events. COACH agrees to make reasonable efforts to accommodate any such requests based upon his other outstanding commitments. Only those appearances made at the request of ECU shall count toward satisfaction of the obligations of COACH under this paragraph;
- (15) Promptly advise the Director of Athletics if the COACH has any reason to believe that any violation of NCAA or Conference constitutional provisions, bylaws, rules, or regulations has occurred or will occur and shall cooperate fully in any investigation of possible violations conducted or authorized by the UNIVERSITY, the Conference, or the NCAA at any time, including but not limited to the NCAA infractions process, including the investigation and adjudication of a case;
- (16) Promptly advise the Chancellor, Director of Athletics, and the Senior Associate Athletic Director for Compliance if the COACH has any reason to believe that ECU's Football Program may be at risk of being deemed ineligible to compete in any NCAA or Conference competition due to academic, conduct related, or other compliance concerns;
- (17) Perform such other duties as assigned from time to time by the Director of Athletics;
- (18) The COACH shall not attempt to raise money to support the football budget without the prior written approval of the Director of Athletics. All requests of financial support from the Pirate Club for the football program will be channeled through the Director of Athletics to the Executive Committee of the Pirate Club;
- (19) The COACH shall not instruct or knowingly permit his assistants to do anything that this Agreement prohibits COACH from doing; and
- (20) If COACH is found to have committed violations of NCAA rules or regulations, whether while employed by ECU or during prior employment at another NCAA member institution, COACH shall be subject to disciplinary action as set forth in the provisions of the NCAA infractions process and applicable ECU policies, regulations or rules, including UNC Policy 300.1.1. and the ECU Employment Policy. Such disciplinary action may include, but is not limited to, suspension without pay or termination for cause.

- B. COACH agrees to faithfully, diligently, and competently perform the duties of Head Football Coach, and to devote such time, attention, and skills to the performance of said duties as necessary to meet the responsibilities of the position of Head Football Coach. COACH shall report to and be under the immediate supervision of the Director of Athletics. COACH agrees that the failure to discharge any of the duties of Head Football Coach constitutes a breach of this Agreement that would allow ECU to terminate COACH for cause pursuant to section X of this Agreement.
- C. If COACH is found to have committed violations of NCAA rules or regulations, whether while employed by ECU or during prior employment at another NCAA member institution, COACH shall be subject to disciplinary action as set forth in the provisions of the NCAA infractions process and applicable ECU policies, regulations or rules, including UNC Policy 300.1.1 and the ECU Employment Policy. Such disciplinary action may include suspension without pay (said suspension not to exceed 90 days) or termination for cause in accordance with section X of this Agreement. In the event that any future or amended NCAA or Conference rule, regulation, bylaw, or constitutional provision should render ineffectual this Section II.C. as a basis for protecting the institutional integrity of ECU, then COACH and ECU will, to the extent possible, engage in good faith negotiations to revise this Section II.C. or to substitute an alternative provision that would allow for a materially similar duty to be imposed upon the COACH with materially similar consequences for failure to perform said duty while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.
- D. The parties mutually agree that major public announcements (e.g. suspension of players from the team, schedule modifications, etc.) made through any medium concerning the football program at ECU will be discussed with each other, including specifically the Director of Athletics (or his designee) and COACH, prior to said announcements being made public. Both parties agree to work cooperatively on any major public announcements concerning the football program.

### **III. ANNUAL SALARY**

The Annual Salary for the position of COACH is SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000.00) (“Annual Salary”), based on a twelve (12) month employment period. The salary will be paid in semi-monthly installments with the first installment paid no later than December 15, 2024 and continuing through the period of COACH’s employment relationship with the UNIVERSITY under this Agreement.

For purposes of clarification, through the described installment payments, COACH will receive a pro-rata amount of the Annual Salary for each Agreement Year. Such installment payment may be in addition to any pro-rata monthly payment amount accrued of any supplemental compensation or bonus due and payable as described in, and in accordance with Appendix A. COACH will receive any and all other regular employment benefits provided by the State of North Carolina to similarly situated

employees, plus benefits provided to University EPS employees based upon the Annual Salary.

#### **IV. BENEFITS AND OTHER NON-SALARY COMPENSATION**

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

#### **V. OUTSIDE COMPENSATION**

A. COACH may earn other compensation from sources outside of ECU while employed by ECU with prior approval by the Chancellor. Any outside compensation is subject to compliance with the UNC Board of Governors Policy 300.2.2. “*Conflict of Interest and Commitment*” and 300.2.2.1[R] “*Regulation on External Professional Activities by Faculty and EHRA Non-Faculty Employees,*” and ECU’s REG01.15.03 “*Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay*”, both of which are herein incorporated by reference, and is subject to all other relevant State and Federal policies and laws concerning conflict of interest. Such activities are independent of COACH’s employment with ECU, ECU shall have no responsibility for any claims arising therefrom, and the COACH shall indemnify and hold harmless ECU from any and all claims and/or losses as a result of COACH’s participation in such activities. Activities for outside compensation shall include, but not be limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, commercial endorsements, and sport camps. Subject to specific reporting requirements established by ECU, no outside activities will be allowed without having on file with ECU, a signed approval of the “Notice of Intent to Engage in External Professional Activities for Pay” prior to engaging in those activities, which approval shall not be unreasonably withheld. Request forms, disclosures and reports related to external activities for pay as described in the section are currently submitted electronically utilizing ECU’s Conflict of Interest Risk Manager System, and in the future may be submitted using a different system or process as is designated by ECU. The current online COI disclosure form may be accessed at <https://rede.ecu.edu/oric/external-professional-activities-for-pay/>.

(i) SUMMER CAMPS: The COACH may conduct football clinics/camps in/at ECU facilities at the discretion of the Athletic Director provided that COACH and COACH’S operation of any such camp must comply with all applicable laws, NCAA and ECU regulations and policies, including ECU’s REG01.15.13 “*ECU Programs Serving Minors*” Regulation. At a minimum, COACH will be allowed to operate two weeks of football summer camps on the campus of ECU each summer while he is employed as Head Football Coach, under the terms provided by applicable University policy. The COACH may not solicit sponsorships for said camps without the approval of the Director of Athletics. Said camps and camp sponsorship solicitations must comply with all applicable laws and the policies of ECU, the NCAA, and AAC. Nothing herein shall prohibit COACH from conducting additional football camps and clinics so long as such activities are approved in advance by the Director of Athletics

and comply with all applicable University, Conference, and NCAA guidelines and policies, including without limitation the applicable UNC and ECU policies related to conflict of interest and commitment identified in Section V.A. of this Agreement.

(ii) COMMERCIAL ENDORSEMENTS:

- a. Only with prior written approval of the Director of Athletics and in compliance with applicable ECU policy, the COACH will be allowed to accept remuneration for commercial endorsements if they: (i) fall within the guidelines of the NCAA and the AAC; (ii) do not conflict with sponsorship agreements entered into by ECU; and (iii) do not reflect unfavorably upon ECU, in the determination of the Director of Athletics or designee.
  - b. If the COACH makes commercial endorsements, he may identify himself as the football coach of East Carolina University but shall not otherwise associate ECU's name, logos or marks with the endorsement. The COACH shall not use any ECU students in any endorsement of private products or services and shall not film any commercials or be photographed endorsing private products or services on ECU property.
  - c. The COACH'S commercial endorsements are independent of his ECU employment and ECU will have no responsibility or liability for any claims arising there from.
  - d. Notwithstanding subparts V.A.(ii).a-c, the COACH agrees that he shall not establish an Internet website or weblog, Twitter account, or Internet program or presence in any form, including any social networking site, that in any way relates to ECU football program or his position as COACH at ECU without the written consent of the Director of Athletics.
- B. In accordance with ECU policy and NCAA Bylaw 11.3.2, which are incorporated herein by reference, COACH shall report annually on July 1 to the Director of Athletics and the Chancellor all athletically-related income from sources outside ECU, including but not limited to, income from sports camps and clinics, television and radio programs, commercial endorsements, consulting agreements, and all other athletically-related income from whatever outside source. Such income shall be reported in a manner as prescribed by the Athletics Department, which may be subject to change. The current East Carolina University Athletically Related Income form, as of the date of this Agreement, is attached hereto as Exhibit B. COACH shall ensure that upon request ECU has reasonable and prompt access to all records of COACH to verify this report.
- C. COACH agrees that ECU may use, without payment of additional compensation to COACH, COACH's name, picture, image, likeness, and voice in connection with any such programs and endorsements that promote ECU. This provision shall survive expiration or termination of this Agreement.

- D. In conformance with applicable ECU, Conference, and NCAA guidelines and policies, including without limitation UNC Board of Governors Policy 300.2.2. *“Conflict of Interest and Commitment”* and 300.2.2.1[R] *“Regulation on External Professional Activities by Faculty and EHRA Non-Faculty Employees,”* ECU’s REG01.15.03 *“Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay,”* and any other applicable ECU policy, and if approved in writing by the Chancellor and the Director of Athletics prior to occurring, the COACH may enter into outside agreements for media appearances and any other personal appearances, lectures and speaking engagements other than ECU activities and receive any benefits for which he contracts; provided, that such contracts or agreements are at no expense to ECU or its Department of Athletics, nor obligate in any way ECU or its Department of Athletics. COACH shall notify ECU, through the Director of Athletics, 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 ECU’s REG01.15.03 *“Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay.”* ECU reserves the right to prohibit the COACH’s performance of any contract which it deems to conflict with the COACH’s responsibilities to ECU or which it deems to involve an unreasonable time commitment or that may reflect unfavorably upon ECU, in the determination of the Director of Athletics or designee. COACH’s public appearances as described in this paragraph are independent of his ECU employment, and ECU shall have no responsibility or liability for any claims arising there from.
- E. For the duration of this Agreement, the COACH shall not enter into or be a party to any shoe, apparel, or equipment agreement, including any agreement that obligates the COACH to wear, promote, endorse, or consult with a manufacturer or seller concerning the design and/or marketing of shoes, apparel, or equipment. This notwithstanding, ECU may require the COACH to comply and COACH shall cooperate with the terms of any shoe, apparel, and equipment agreements entered into by ECU, including but not limited to, requiring the COACH to wear or use a particular brand of shoe, apparel or equipment while performing his duties as the Head Football Coach. ECU is entitled to all revenue and/or proceeds derived from any shoe, apparel, or equipment contract entered into by ECU.

## **VI. TAXES**

COACH acknowledges that, in addition to the salary provided for in this Agreement, certain benefits and other non-salary compensation he receives incident to his employment relationship with ECU may give rise to taxable income. COACH agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. COACH also understands that ECU shall withhold taxes on amounts paid or due to COACH and the value of benefits and other non-salary compensation provided to COACH, to the extent required by applicable law and regulation.

## **VII. UNIVERSITY 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 COACH by ECU or developed by COACH on behalf of ECU or at ECU's direction or for ECU's use or otherwise in connection with COACH's employment hereunder are and shall remain the sole property of ECU. COACH shall ensure all said materials or articles of information are in the possession of the ECU as of the date of expiration or termination of this Agreement. If ECU requests access/or the return of such materials at any time during or at or after the termination of COACH's employment, COACH shall immediately deliver same to ECU.

## **VIII. COACH SUBJECT TO TEMPORARY REASSIGNMENT**

Throughout the Term of this Agreement, COACH shall use his best full-time energies and abilities for the exclusive benefit of ECU. It is understood by the parties, however, that during the Term of this Agreement, ECU retains the right to reassign the COACH to other positions, for a period not to exceed sixty (60) days and as agreed upon in good faith by COACH, the Director of Athletics, and the Chancellor, with different duties that ECU deems to be reasonably consistent with COACH's education and experience, with no diminution in Annual Salary. In the event COACH, the Director of Athletics, and the Chancellor cannot come to a mutual agreement regarding reassignment, the Chancellor, in consultation with the Director of Athletics shall have the final authority. Such sixty (60) day period may be extended in the Chancellor's sole discretion to the extent the Chancellor determines, in good faith, that such extension is necessary. ECU's obligation to provide non-salary compensation under Appendix A, sections B-I will terminate upon reassignment, except that ECU shall pay, subject to the conditions in Appendix A, sections J-K, the COACH any bonuses earned under Appendix A, sections E,F,G, H, and I prior to reassignment and any supplemental compensation earned under Appendix A, section D, on a pro-rata basis up to the date of the reassignment. Upon cessation of Head Football Coach duties and responsibilities, COACH shall voluntarily relinquish all appointments on NCAA or athletic conference committees, subcommittees and/or councils of any nature. If ECU makes such a decision to reassign COACH and COACH refuses to accept such reassignment, then ECU may terminate this Agreement for cause pursuant to section X of this Agreement.

## **IX. AUTOMATIC TERMINATION UPON DEATH OR DISABILITY OF COACH**

- A. This Agreement shall terminate automatically upon the death of COACH. If this Agreement is terminated pursuant to this section because of death, the COACH's Annual Salary and all other benefits shall terminate as of the end of the calendar month in which death occurs, except that COACH's personal representative or other designated beneficiary shall be paid any bonuses earned under Appendix A, sections E,F,G, H, and I prior to death, any supplemental compensation earned under Appendix A, section D on a pro-rata basis prior to death, and all such death benefits,

- if any, as may be contained in any benefit plan and due to COACH as an EPS employee.
- B. This Agreement shall terminate automatically upon the permanent disability of COACH. For purposes of this provision, COACH shall be deemed permanently disabled if, due to a mental or physical impairment, COACH is unable to perform the essential functions of the job with or without reasonable accommodation for a period of ninety (90) days. If this Agreement is terminated pursuant to this section because of permanent disability, ECU's sole obligation shall be to pay that portion of the Annual Salary as set forth in section III due to COACH as of the date of termination, disability benefits to which COACH may be entitled to under any disability program in which COACH is enrolled through ECU, any bonuses earned under Appendix A, sections E, F, G, H, and I prior to permanent disability, and any supplemental compensation earned under Appendix A, section D on a pro-rata basis up to the date of permanent disability.

**X. COACH REPRESENTATION AND WARRANTIES; TERMINATION BY ECU FOR CAUSE**

- A. COACH represents and warrants that he has disclosed to ECU: (a) any known previous material breach or alleged material breach by COACH of his duties or his employment agreement or other agreement at any other NCAA member institution; (b) any known material violation or alleged violation of any law or rule applicable to intercollegiate athletics by COACH or any person under his direct or indirect supervision; (c) any known material violation or alleged violation by any athletic program under the direction of COACH, including, but not limited to, a member of the coaching staff, a player, or any other person affiliated with the intercollegiate athletics program who reported directly or indirectly to COACH, of rules or regulations of the NCAA or any other association, conference or like organization associated with another NCAA member institution, state or federal laws, rules or regulations, or any rules or policies of another NCAA member institution; (d) other known material misconduct or alleged misconduct, including without limitation fraud, dishonesty, acts of violence, or other conduct that is contrary to the mission of another NCAA member institution or an educational institution; and (e) all convictions and guilty pleas of COACH, including an Alford Plea, to (i) a felony or (ii) a criminal offense which constitutes fraud, dishonesty or moral turpitude, the underlying offense or activity, but not the conviction or guilty plea, having occurred prior to the date of COACH's signature below. COACH understands and agrees that this representation and warranty is a material inducement for ECU to enter into this Agreement, and that ECU has relied upon this representation and warranty in entering into this Agreement with COACH. For the purpose of clarity, the term "alleged" as used in this Section X(A) means a claim or assertion of which COACH is aware.
- B. This Agreement may be terminated by ECU for cause. "Cause" shall include, but not be limited to, the following:

- (1) Failure to satisfactorily carry out the duties of COACH as defined in section II of this Agreement [DUTIES] and, where applicable, failure to cure the same within thirty (30) calendar days of receiving written notice of such failure from ECU, or within such additional timeframe as reasonably necessary and as approved by the Director of Athletics;
- (2) A major or willful violation, or multiple minor or secondary violations by COACH that on a cumulative basis are considered a major violation, or knowing participation by COACH in a violation by an assistant/associate COACH or coach or other staff member of which COACH had reason to know, or should have known through the exercise of reasonable diligence or which COACH condoned of an NCAA regulation or bylaw or a Conference regulation or bylaw, whether while employed by ECU or during prior employment at another NCAA member institution;
- (3) Any act or omission that constitutes a violation by COACH of any policy or regulation of ECU or of the Board of Governors of the University of North Carolina, of the constitution, or any bylaw, rule or regulation of the NCAA, AAC, or any other association, conference or like organization with which ECU is or may become affiliated, to the extent such violation is deemed in the sole discretion of ECU to be grounds for termination of the Agreement for cause. ECU will deem a violation to be grounds for termination under this Section X.B., if it is serious or intentional or negligently committed, including with regard to NCAA provisions any major or serious violation (e.g., repeated violations or any violation that the University determines could reasonably be expected to result in sanctions such as probation, forfeiture of athletic contests, loss of one or more scholarships, prohibitions against conference or championship or telecast appearances, restrictions on a coach's right to recruit, etc.);
- (4) Failure of COACH to appropriately monitor and report any compliance or NCAA eligibility issues of which COACH is aware, or with the appropriate and reasonable monitoring of ECU's Football Program, COACH should have been aware;
- (5) Failure of the COACH to appropriately monitor, manage, and report to the Director of Athletics, the Chancellor and other appropriate ECU personnel, any issues or conditions within the COACH's purview that adversely affect the safety and welfare of student athletes, including, but not limited to, failing to ensure that coaching staff of the Football Program are directed to comply with, and are complying with, best practices with regard to the management of suspected concussions, heat stroke, and other serious medical conditions known to affect student athletes;
- (6) Conviction of, or a guilty plea, including an Alford Plea, to (i) a felony or (ii) a criminal offense which constitutes fraud, dishonesty, or moral turpitude;
- (7) Misconduct of the COACH, or misconduct of any assistant or associate COACH or of a coach or of his staff of which the COACH knew, had reason to know, or should have known through the exercise of reasonable diligence, of which COACH

- condoned, and of such a nature, as reasonably determined in the discretion of ECU, that would tend to bring disrespect, contempt or ridicule upon ECU, or which brings discredit to ECU, or which harms ECU's reputation, or which reasonably brings into question the integrity of the COACH or that, as determined in the sole discretion of the Chancellor, would render COACH unfit to serve in the position of Head Football Coach;
- (8) Prolonged absence from duty without the consent of the Chancellor;
  - (9) Refusal by COACH to use best efforts to ensure that academically qualified student athletes are recruited and that student athletes are making adequate progress in a defined degree program;
  - (10) Refusal of COACH to carry out reasonable directives from the Director of Athletics and/or the Chancellor;
  - (11) Seeking, interviewing for or negotiating terms for, whether directly or through any agent or representative (acting with or without COACH's knowledge), employment with another sports-related business or program without first notifying the Director of Athletics or the Chancellor;
  - (12) A breach of any representation and/or warranty made by COACH in Section X(A) or any other act, whether occurring prior to or during the Term, which brings serious discredit to the Football Program or would be likely to cause prospective student-athletes to elect not to attend ECU; or
  - (13) Any of those causes specified in the employment policies for EHRA employees of the University of North Carolina or ECU, as adopted and revised from time to time.
- C. Notwithstanding the language contained herein, the UNIVERSITY acknowledges that it shall not be its intention to terminate coach's employment for Cause in the event of a minor, technical, or otherwise immaterial violation of the terms contained in this Agreement.
- D. In the event of a termination under this section, ECU's sole obligation to COACH shall be to pay COACH that portion of the Annual Salary as set forth in section III earned, accrued and owing to COACH as of the date of such termination, but not beyond that date, and any supplemental compensation earned under Appendix A, section D on a pro-rata basis up to the date of termination. In the event ECU exercises its right to terminate the Agreement with cause, ECU shall not be obligated to pay COACH any other compensation or benefits described in the Agreement, including but not limited to any loss of business opportunities or loss of other compensation, income, benefits, or perquisites from any sources, that might occur as a result of such termination.

- E. Any process to terminate COACH for cause shall be conducted in compliance with the ECU Employment Policy and all other applicable policies and regulations. If the UNIVERSITY terminates this Agreement “for cause,” COACH may seek review of that personnel action in accordance with Section 612 of the UNC Code, the ECU Employment Policy, and applicable UNC policy.

#### **XI. TERMINATION BY ECU WITHOUT CAUSE**

This Agreement may be terminated by ECU at any time without cause.

- A. In the event ECU exercises its right to terminate COACH’s employment or this Agreement without cause, ECU’s sole financial obligation shall be limited to paying COACH the remaining and unpaid amount of Annual Salary that would have been due and payable to him under Section III of this Agreement had COACH remained employed by ECU for the remaining Term of the Agreement and, if applicable, any bonuses earned as of the effective date of termination. In the event ECU exercises its right to terminate COACH’s employment or the Agreement without cause, ECU shall not be obligated to pay COACH any other compensation described in the Agreement or be responsible for consequential damages, including but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination. Payment of the total amount shall occur in equal monthly installments over the otherwise unexpired remaining Term of the Agreement. As a precondition for COACH’s receipt of the amounts payable under this Section XI(A), ECU may, in its sole discretion, require COACH to execute a release in favor of ECU, and any affiliated entities, releasing them and their agents, trustees, directors, officers, representatives and employees from any and all federal or state law claims that COACH may have against them at the time of the release, including, but not limited to, claims resulting from the breach or termination of this Agreement or the severance of COACH’s relationship with ECU.
- B. COACH acknowledges his obligation to minimize the payments due to him under section XI(A) and agrees to make every reasonable effort to obtain other employment as long as ECU has the obligation to make payments under section XI(A). If the COACH obtains new employment, ECU’s financial obligations under section XI(A) shall be reduced on a dollar-for-dollar basis by the total compensation to be received by COACH in his new position during the otherwise unexpired Term of the Agreement, whether in cash, deferred payments, or in kind if COACH were to fully perform under COACH’s new employment relationship. Any monthly amounts paid by the University will be reduced by the total compensation earned in such new employment during the unexpired portion of the Term of this Agreement, whether it is paid on an ongoing basis, or as a signing bonus or otherwise in advance or on a deferred basis. If in any month the Total Compensation earned in the new employment or engagement exceeds the University’s obligations to the Coach as set forth in this Section XI, such excess shall be set off against the University’s total obligations hereunder. COACH shall immediately, upon acceptance of other employment, notify the Chancellor in writing of such employment and the total

compensation to be paid to COACH for the employment. COACH shall notify the Chancellor in writing of any change to COACH's total compensation or employment status and will, as soon as reasonably practicable, return to ECU any amount that COACH receives from ECU that should have been set off under this section. In addition, COACH agrees to provide ECU with a copy of his W-2 form for each calendar year as long as ECU has the obligation to make payments under section XI. Any diminution of compensation in COACH's new position or COACH ceasing to be employed in his new position shall have no effect on the reduced financial obligations of ECU. Payment by the University to the Coach of the amounts required by this section will operate as a full settlement and release of any claim that the Coach might otherwise assert against the University, or any of its agents or employees.

- C. If COACH's total expected compensation in the new position exceeds that which COACH would have been paid at ECU as set forth in section III, then ECU's financial obligations under section XI(A) shall terminate and ECU shall have no additional or future financial obligations to COACH.
- D. In the event that ECU provides written notice to COACH of documented evidence that, during COACH's period of employment would have been grounds for termination by ECU with cause pursuant to applicable policy, including the ECU Employment Policy or Section X of this Agreement, ECU's financial obligations under XI(A) shall terminate upon thirty (30) days of such written notice.
- E. COACH acknowledges and agrees that ECU's sole financial obligation in the event that COACH is terminated without cause is governed by section XI(A) of this Agreement, and any prior agreements or promises in regard to ECU's payments to COACH due to termination without cause, if any, are null and void.
- F. If the UNIVERSITY terminates this Agreement without cause, COACH may seek review of that personnel action in accordance with Section 612 of the UNC Code, the ECU Employment Policy, and applicable UNC policy.

## **XII. TERMINATION BY COACH PRIOR TO EXPIRATION**

- A. COACH agrees that the promise to work for ECU for the entire Term of the Agreement is essential to ECU. The parties agree that the COACH has special, exceptional, and unique knowledge, skill and ability as a COACH, which, in addition to the continuing acquisition of experience at ECU, as well as ECU's special need for continuity in its intercollegiate sports program, render the COACH's services unique. COACH therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept athletics related employment, under any circumstances, without first informing the Athletic Director, such employment including but not limited to a sports commentator, or an athletics director or administrator of or over an intercollegiate sports program at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, requiring performance of

duties prior to the expiration date of the Term of this Agreement or any extension thereof.

- B. In the event COACH terminates his employment or this Agreement without cause, COACH shall pay ECU liquidated damages in lieu of any and all other legal remedies or equitable relief that ECU would be entitled to solely as a direct result of the early termination of this Agreement, equal to the following amounts in each year of this Agreement, respectively:

<u>AGREEMENT YEAR</u>	<u>LIQUIDATED DAMAGES OWED</u>
i. December 1, 2024 – November 30, 2025	\$ 2,100,000.00
ii. December 1, 2025 – November 30, 2026	\$ 1,400,000.00
iii. December 1, 2026 – November 30, 2027	\$ 700,000.00
iv. December 1, 2027 – February 14, 2029	\$ 0

- C. COACH, or COACH's designee, shall pay the total of any amounts owed to ECU by COACH under section XII.B within sixty (60) days following termination of COACH's employment or this Agreement. In the event COACH designates a third party to pay ECU on COACH's behalf, COACH shall remain ultimately responsible to ensure that such third-party designee fully satisfy any and all financial obligations as specified herein.
- D. This is an Agreement for personal services. The parties recognize and agree that a termination of this Agreement by COACH prior to its natural expiration could cause ECU to lose its valuable investment in COACH's continued employment at ECU and could cause ECU additional damages beyond its lost investment, including but not limited to a possible adverse effect on the intercollegiate sports program. The parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by COACH and that the liquidated damages provisions of this paragraph are not to be construed as a penalty, but as an attempt by COACH and ECU to establish adequate and reasonable compensation to the University in the event COACH terminates this Agreement. Notwithstanding the foregoing, nothing in this Section XII shall be construed to, in any way, limit or preclude any claim or legal remedy which ECU may have against COACH that is the result of any other action, inaction or malfeasance of COACH, including any breach of this Agreement not related to COACH's early termination.

### **XIII. TERMINATION OR AMENDMENT BY BOTH PARTIES**

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

### **XIV. COMPENSATION CONDITIONAL**

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

**XV. MERGER**

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

**XVI. INTERPRETATION AND APPLICABLE LAW**

This Agreement is made under and shall be interpreted according to the laws of the State of North Carolina. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this Agreement.

**XVII. NOTICES**

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

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

COACH:  
Blake Harrell  
268 Ward Sports Medicine Building  
East Carolina University  
Greenville, NC 27858

**XVIII. BENEFIT**

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

**XIX. SEVERABILITY**

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

**XX. SOLE AND ENTIRE AGREEMENT**

This instrument contains the entire Agreement of the parties and fully supersedes any and all prior offers, discussions, agreements or understandings between the parties hereto. Any and all prior contracts and agreements, oral or written, between the parties,

including without limitation the November 27, 2024 MOU, are hereby terminated and voided. The Agreement may not be changed or amended orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought.

#### **XXI. APPROVAL BY BOARD OF TRUSTEES/BOARD OF GOVERNORS**

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

#### **XXII. PUBLIC RECORDS**

COACH acknowledges and understands that upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not be confidential and this Agreement shall be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 et seq.

#### **XXIII. FULL AND CAREFUL CONSIDERATION**

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

#### **XXIV. ASSIGNMENT**

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

#### **XXV. NO WAIVER OF DEFAULT**

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

#### **XXVI. IMMUNITY NOT WAIVED**

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

#### **XXVII. SAVINGS CLAUSE**

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

**XXVIII. COUNTERPARTS**

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

**XXIX. SURVIVAL**

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

**XXX. ELECTRONIC SIGNATURE.**

The Parties agree that an electronic signature of a Party, whether digital or encrypted, included in this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

EAST CAROLINA UNIVERSITY

COACH

By: \_\_\_\_\_  
Dr. Philip Rogers  
Chancellor

\_\_\_\_\_  
Blake Harrell  
Head Coach

**As required under UNC Policy Manual Section 1100.3, all terms and conditions of the foregoing agreement have been approved as of the 12<sup>th</sup> day of June, 2025, by the Board of Trustees of East Carolina University.**

By: \_\_\_\_\_  
Jason Poole, Chairman, Board of Trustees

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

Attested to:

By: \_\_\_\_\_  
Megan Ayers, Assistant Secretary to  
the Board of Trustees

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

**APPENDIX A**

**BENEFITS AND OTHER NON-SALARY COMPENSATION**

- A. STATE BENEFITS As an EPS Employee, COACH shall be entitled to receive any and all employee-related benefits that are normally available to other twelve-month EPS Employees, unless and except as may be expressly stated herein. As an EPS Employee, COACH is currently entitled to twenty-four (24) annual leave days per year. COACH acknowledges and agrees that benefits or classifications provided by ECU are subject to change from time to time by the North Carolina General Assembly, the University of North Carolina, or ECU.
- B. AUTOMOBILE ECU shall make arrangements for and provide one (1) courtesy or leased vehicle for the COACH to use, contingent upon and while performing his duties under this Agreement. ECU shall be responsible for maintaining collision and comprehensive liability insurance on the vehicle. Alternatively, ECU may provide an annual automobile allowance in the amount of \$12,413, which amount may be adjusted annually consistent with UNIVERSITY policy. COACH shall be responsible for providing maintenance on any vehicle.
- C. CELL PHONE, COUNTRY CLUB MEMBERSHIP, AND MOVING EXPENDITURES ECU shall pay COACH a cell phone allowance in an amount of \$130/month for a total of \$1560 per twelve (12) months. ECU shall pay for COACH to have a membership in a country club located in or around Greenville, North Carolina, said country club as agreed upon between ECU and COACH. Alternately, ECU may pay COACH an allowance for the purpose of paying membership fees at the selected country club. ECU shall pay COACH a moving allowance of up to \$15,000 subject to actual expenditures and university policies.
- D. ANNUAL SUPPLEMENTAL PAYMENT UNIVERSITY shall pay coach annual supplemental compensation in the amount of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00), arising from COACH's duties detailed below, related to the promotional activities (including sales of season tickets), broadcasts, public appearances, and promotion of the work of the East Carolina University Educational Foundation, Inc. (hereinafter, the "Pirate Club") including in raising funds to support the collection of Annual Fund Dollars, consistent with the terms provided herein.

ECU and COACH will produce and market weekly television, radio and Internet programs, including weekly thirty-minute television programs and weekly one-hour head football coach radio programs, and Internet programs (collectively, "Broadcast Programs") during the entire competitive intercollegiate football season, including "regular season" games, any conference championship game and any "post-season" bowl game(s) ("Entire Competitive Football Season" or "ECFS").

UNIVERSITY's obligation under this Part D (Annual Supplemental Payment) shall be paid in semi-monthly payments to COACH beginning on December 15, 2024;

provided however, in the event COACH's employment is terminated pursuant to the Policy or Section VIII, IX, or X of this Agreement, then COACH will be deemed to have earned only the pro-rata Annual Supplemental Payment due through the date of termination of COACH's employment. Any such earned and unpaid pro-rata Annual Supplemental Payment shall be paid to COACH within 30 days of the termination of his employment.

The COACH shall have no ownership interest in the Broadcast Programs or any part thereof, including but not limited to copyright. ECU will be responsible for payment of expenses incurred in marketing and producing the Broadcast Programs and COACH and ECU will mutually define the role of the COACH in the Broadcast Programs. All rights, title and interests in the Broadcast Programs, whether in whole or any part thereof, and all copies thereof, and all copyrights shall be and remain the sole property of ECU, which may use, assign, convey and otherwise use and dispose of the Broadcast Programs, and any parts thereof, as ECU determines appropriate in its sole discretion and without further consent or participation of the COACH, including, but not limited to, revising, editing, reproducing, broadcasting and transmitting as often and whenever ECU desires. COACH shall be entitled to no consideration for his participation in or contribution to any aspect of production, broadcast, rebroadcast, or reproduction of the Broadcast Programs, in whole or part, other than the amount of consideration provided under this Part D.

Notwithstanding the foregoing provisions of this Part D, ECU may, in its sole discretion, reduce the frequency of or eliminate entirely production and/or marketing of any or all of the Broadcast Programs at any time and, in such event, ECU's sole obligation to the COACH shall be to pay COACH, while he remains employed as Head Football Coach, the compensation that COACH would have earned under this Part D had production and marketing continued and had the COACH participated cooperatively with ECU in said production and marketing. ECU's obligation to pay COACH any compensation under this Part D shall terminate immediately in the event that COACH is no longer employed by ECU as and with the duties of Head Football Coach.

Throughout this Agreement "Annual Fund Dollars" refers only to those dollars received each calendar year as membership fees paid to the Pirate Club to join or maintain membership in the Pirate Club.

- E. INCENTIVE BONUSES For so long as COACH is employed as Head Football Coach, COACH shall be eligible for additional incentive bonuses, in the amounts and under the conditions as follows, subject to such other contingencies as may be stated in this Agreement:
- i. POST-SEASON COMPETITION For Team achievement in the College Football Playoff (CFP) championship series, a bowl game outside the CFP, or the American Athletic Conference championship game (or any other applicable conference championship game), payments under one or more of the following scenarios each year:
    1. CFP championship series games in the semi-finals and national championship game:

- a. Participating in a semi-final game of the CFP national championship series, \$250,000.00;
  - b. Participating in the CFP national championship game, \$250,000.00; and
  - c. Winning the CFP national championship game, \$500,000.00;
2. CFP games outside of the semi-finals or national championship games:
    - a. Participating in any CFP game outside of the semi-finals or national championship games or receiving a bye in the CFP, \$50,000.00; and
    - b. Winning a CFP game, \$100,000.00; or
  3. Participating in a bowl game outside the CFP: \$50,000.00
  4. Conference Championship:
    - a. Participating in the conference championship game, \$25,000.00; and
    - b. Winning the conference championship game, \$25,000.00.

Eligibility for bonuses within each post-season competition scenario is cumulative (e.g., COACH may earn a total of up to \$1,000,000.00 in category 1 herein if the Football Team wins the CFP national championship game). Eligibility of COACH for bonuses in connection with each of the games listed in this Part E(i) is contingent upon COACH's actual participation, as Head Football Coach, coaching ECU's Team for and during its participation in the particular game identified (i.e., COACH is ineligible while reassigned, suspended, or on leave). ECU has sole discretion to determine whether to seek and whether to accept an invitation for the Team to participate in any bowl relevant to this Part E and failure to seek or to accept an invitation shall not be a breach of this Agreement.

The terms and conditions set forth in this Appendix A, Section E(i)1-4 are subject to review and potential modification, to be agreed to by the parties to this agreement, should the CFP structure change in a way that materially alters the structure of the CFP and the NCAA Division I College Football Postseason.

- ii. TOP 25 If the Team is ranked by the CFP Selection Committee in its final ranking as one of the top 25 teams in the nation, \$50,000.00.
- iii. NATIONAL OR AFCA COACH OF THE YEAR If COACH is named "national coach of the year" in NCAA Division I football by one or more of the nationally recognized organizations designated in writing by UNIVERSITY, such as Sporting News and Associated Press, or the American Football Coaches Association (the "AFCA"), one payment of \$25,000.00, regardless of the number of national awards.

- iv. AAC COACH OR AFCA REGIONAL COACH OF THE YEAR If COACH is named as "football coach of the year" in the American Athletic Conference ("AAC") as tallied by the AAC (or other applicable conference "football coach of the year"), or as the AFCA's Regional Football Coach of the Year, one payment of \$25,000.00, regardless of the number of awards.
  - v. ACADEMIC PERFORMANCE For annual Team academic performance, calculated according to NCAA requirements, as reported in the Spring 2025 semester and each year thereafter while COACH is employed as Head Football Coach, as follows:
    - (A) With regard to single-year Academic Progress Rate ("APR") for the Team, an APR equal to 985 or greater, \$50,000.00; and
    - (B) Any amount earned will be paid within sixty (60) days of when the APR and GSR is reported publicly. In order to receive payment under this Part E(v), the COACH must be employed by and performing substantial services for ECU on the date the APR or GSR is reported publicly.
  - vi. COACH agrees that in addition to the salary provided under this Agreement, some benefits and non-salary compensation he receives incident to his employment relationship with ECU may give rise to taxable income. COACH agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. COACH also acknowledges that ECU shall withhold tax, including FICA withholding, on amounts paid or due to COACH and the value of benefits of other non-salary compensation provided to COACH, to the extent ECU determines it is required by applicable law and regulation.
  - vii. In the event any future or amended state or federal law, rule, or regulation, or NCAA or AAC rule or regulation should prohibit payment of any bonus listed herein, render any bonus illegal or ineffectual, or subject ECU to a penalty or assessment or violation of law if such bonus were to be paid, ECU will make a good faith effort to revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to COACH while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.
- F. RETENTION BONUS COACH shall receive the following retention bonus if he is still employed as Head Football Coach for the University on the respective date:
- (i) February 14, 2027, \$150,000.00

- G. POWER FIVE OPPONENTS During each regular season during the Term of this Agreement COACH will be paid a bonus of \$25,000 for each win Football Team has over a Power Five Opponent. This bonus is cumulative for each football season, meaning that if COACH beats two Power Five football opponents in a single season COACH will receive \$50,000. Any bonus earned will be paid within sixty (60) days of the end of the regular football season for that Agreement year.
- H. SEVEN OR MORE WINS. In any regular football season in which the Football Team has seven (7) or more wins, COACH is eligible to be paid a maximum of one (1) of the bonuses (payment based on highest goal achieved in this subsection) as follows:

<u>REGULAR SEASON WINS</u>	<u>BONUS</u>
(i) 7 Wins	\$25,000.00
(ii) 8 Wins	\$30,000.00
(iii) 9 Wins	\$35,000.00
(iv) 10 Wins	\$40,000.00
(v) 11 Wins	\$45,000.00
(vi) 12 or more Wins	\$50,000.00

Any bonus earned will be paid within sixty (60) days after the end of the regular football season for that Agreement year.

- I. The parties understand and agree that the right to any bonus, supplemental pay, or non-salary compensation (for purposes of this Part I, the "Bonus") described in this Appendix A vests when any such Bonus is earned, not when any such Bonus is paid. In no event shall the payment of any Bonus be considered part of Annual Salary. In the event that any future or amended state or federal law, rule or regulation, or NCAA or Conference rule or regulation should a) prohibit the payment of any Bonus; b) render any Bonus illegal or ineffectual; or c) subject ECU to a penalty or assessment or violation of law if such Bonus were to be paid, ECU will, to the extent possible, revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to the COACH while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.
- J. The payment of the bonuses and other compensation described in this Appendix A (for the purpose of this Section J only, individually, the "Bonus" and, collectively, the "Bonuses") is subject to the availability of non-State appropriated funds in the Department's budget and contingent upon a satisfactory performance review of the COACH by the Athletic Director. A Bonus is deemed "earned":
- (i) on the date that the milestone tied to the applicable Bonus has been fully completed and/or achieved; or

- (ii) where the milestone for a Bonus is based on performance over an entire season, on the date of the last day of the regular season for the Football Program; and
- (iii) provided further, on the date specified in (i) or (ii), where:
  - (a) all varsity sports are in compliance with all NCAA, Conference, and UNC and ECU policies, regulations, bylaws, and constitutional provisions;
  - (b) the COACH is actively employed as Head Football Coach at ECU; and
  - (c) there are no pending or active NCAA or Conference or ECU investigations of violations relating to the Football Program.

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

- K. **CONTRACT EXTENSION:** If TEAM participates in a bowl game following the conclusion of the 2025, 2026, or 2027 regular seasons, whether within the CFP series or outside the CFP, COACH shall receive a one-year contract extension to be added to the end of the term of the Agreement for each bowl game appearance. Eligibility for this provision is contingent upon COACH's actual participation, as Head Football Coach, coaching Team for and during its participation in the bowl game. ECU has sole discretion to determine whether to seek and whether to accept an invitation for the Team to participate in any bowl and failure to seek or accept an invitation shall not be a breach of this agreement.

Exhibit B


**EAST CAROLINA UNIVERSITY ATHLETICALLY RELATED INCOME**


Staff Member \_\_\_\_\_ Title \_\_\_\_\_ 2014-15  
 Academic Year \_\_\_\_\_

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

Pursuant to NCAA Bylaw 11.2.2, I hereby certify that I received the indicated athletically related income and benefits from sources outside ECU during August 1, 20<sup>14</sup> through July 31, 20<sup>15</sup>.

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

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

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date