

**East Carolina University  
Board of Trustees  
November 27, 2024**

**MINUTES**

The East Carolina University Board of Trustees held a special called meeting on Wednesday, November 27, 2024 at 10:00 am. The meeting originated from room 105 in 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 the Board of Trustees, 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  
Anderson Ward  
Vanessa Workman

**ABSENT**

Fielding Miller

**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. Shook motioned the board move into closed session to prevent the disclosure of confidential information under NCGS 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 prevent the disclosure of competitive health care information directly related to competitive health care information, as provided under N.C. General Statutes 131E-97-3, and to consult with an attorney to preserve the attorney-client privilege between the attorney and the Committee.

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

## **RETURN TO OPEN SESSION**

### **ACTIONS FROM CLOSED SESSION**

Upon return from closed session, the board had one item requiring consideration.

Mr. Shook moved the board approve the Memorandum of Understanding for head football coach Blake Harrell as presented in board materials. Mr. Furr seconded the motion, and the board unanimously approved the motion. This item is listed as “Attachment A.”

### **ADJOURNMENT**

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

Respectfully submitted,

Ms. Megan Ayers  
Assistant Secretary to the Board of Trustees

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**HEAD FOOTBALL COACH**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”), between East Carolina University (the “University”) and Blake Harrell (“Coach”), records the understanding of the parties as to the principal terms and conditions under which Coach will be employed as the Head Football Coach for East Carolina University. When fully executed, this MOU shall constitute a binding and legally enforceable agreement until superseded by a definitive written Employment Agreement between Coach and the University.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Employment Agreement:** December 1, 2024, through February 14, 2029 (4 seasons)

2. **Base Compensation:**  
Annual Base Pay \$700,000

Coach will be paid a base salary of \$700,000 annually (the "Annual Base Pay"), which shall be payable in semi-monthly installments beginning on or before December 15, 2024 and continuing through the term of this MOU or long-form Head Football Coach Employment Agreement, as applicable, plus benefits provided to University Exempt Professional Staff employees (“EPS”), assuming the paperwork for is completed on time for that payroll. For purposes of clarification, through the described installment payments, COACH will receive a pro-rata amount for each calendar year of this MOU. COACH will receive any and all other regular employment benefits provided by the State of North Carolina to similarly situated EPS employees.

3. **Supplemental Pay:**  
Annual Supplemental Pay \$600,000

UNIVERSITY shall pay Coach annual supplemental compensation arising from Coach’s duties 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"), etc.

4. **Incentive Compensation (if earned):**

I. Cumulative Incentive Bonuses

College Football Playoff (CFP) Championship Series	
Participation in a semi-final game	\$250,000
Participating in the national championship game	\$250,000
Winning the CFP national championship game	\$500,000

CFP games outside of the championship series	
Participation in CFP game or receiving a bye	\$50,000
Winning a CFP game	\$100,000
Participating in a bowl game outside the CFP	\$50,000

Conference Championship:	
Participating in conference championship	\$25,000
Winning conference championship	\$25,000

TOP 25	
If the Team is ranked by the CFP Selection Committee immediately following CFP national championship as one of the top 25 teams in the nation	\$50,000

Power Five	
Each win Team has over a Power Five Opponent during regular season	\$25,000

National or AFCA Coach of the Year (one payment)	\$25,000
AAC Coach or AFCA Regional Coach of the Year	

	(one payment)	\$25,000
	Win the last regular season game of 2024	\$50,000.00
	Win 2024 Bowl Game	\$50,000.00
II.	Academic Performance	
	Single-year Academic Progress Rate ("APR"), as reported in Spring semester of each year	
	Equal to 985 or greater	\$50,000
III.	Seven or More Wins in a Season	
	A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):	
	7 wins	\$25,000
	8 wins	\$30,000
	9 wins	\$35,000
	10 wins	\$40,000
	11 wins	\$45,000
	12 or more wins	\$50,000
IV.	Retention Bonuses	
	Coach shall receive the following retention bonuses if he is still employed as Head Football Coach for the University on the respective dates:	
	February 14, 2027	\$150,000

5. **Other Compensation and Benefits:**

Moving allowance up to \$15,000 subject to actual expenditures and university policies

Courtesy vehicle or \$12,413/annually in lieu of vehicle

Cell phone allowance \$130/monthly

Participation in the same fringe benefit programs for which other regular full-time EPS employees are eligible

6. **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.

7. **Termination by Coach Without Cause (payable within 60 days of termination):** 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 – December 2, 2025	\$ 2,100,000.00
ii. December 1, 2025 – December 2, 2026	\$ 1,400,000
iii. December 1, 2026 – December 2, 2027	\$ 700,000
iv. December 1, 2027 – December 2, 2028	\$ 0

8. **Termination by University without Cause:** In its sole discretion and at any time, the University may terminate this MOU or the Employment Agreement without cause upon written notice to Coach. If the University terminates this MOU or the Employment Agreement without cause, the University shall pay Coach the remaining and unpaid amount of Annual Base Pay that would have been due and payable under Section 2 of this MOU had COACH remained employed by ECU for the remaining Term of the Agreement, with payment of the total amount made in equal monthly installments over the otherwise unexpired remaining Term of the Agreement, subject to all applicable state and federal tax reporting and withholding requirements, following the date of termination of this MOU or the Employment

Agreement. Coach is required to use his reasonable best efforts to mitigate the University's obligation to pay damages under this paragraph by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position, including but not limited to another coaching position or broadcasting position. Coach shall promptly report to the University on a quarterly basis all income received or earned by him relating to any and all additional employment.

9. **Termination by University for Cause:** The University may terminate this MOU or the Employment Agreement at any time for cause as determined in the reasonable and good faith judgment of the University. For the purpose of terminating this MOU, "for cause" shall be interpreted consistently with its meaning in the most recent head coach's employment agreement, executed by the University, and shall include acts or omissions in violation of NCAA legislation at prior institutions. Termination of the Employment Agreement "for cause" shall be in accordance with the definitive terms and conditions set out in the Employment Agreement, which shall approximate those terms which are included in the most recent head coach employment agreement, executed by the University, the terms of which are to be mutually and reasonably agreed upon. In the event of a termination of either this MOU or the Employment Agreement "for cause," the University shall not be liable to Coach for any unearned or unaccrued payments or benefits after the date of termination. The University may suspend Coach with pay pending an investigation or decision relating to termination "for cause." For any one or more acts, omissions, or events that would be grounds for termination "for cause," the University may take other disciplinary or corrective action against Coach short of termination, including but not limited to suspension without pay (said suspension not to exceed 90 days). Prior to any final determination regarding a possible termination "for cause," the University will afford Coach notice and an opportunity to meet with the Athletics Director to respond to any allegations or proposed termination. If the University terminates this MOU or the Employment Agreement "for cause," the University will afford Coach a post-termination opportunity to contest the termination in accordance with the ECU EPS Employment Policies and the UNC Policy Manual.
10. **Temporary Reassignment:** The University retains the right to temporarily reassign Coach to other positions with different duties that ECU deems to be reasonably consistent with Coach's education and experience, with no diminution in Annual Base Compensation under Section 2 of this MOU. ECU's obligation to provide supplemental compensation or incentive bonuses under Sections 3-4 will terminate upon reassignment, except that ECU shall pay Coach any bonuses earned and accrued under Sections 3-4 of this MOU prior to reassignment on a pro-rata basis up to the date of the reassignment.
11. **Other Terms and Conditions:** In addition to more thoroughly addressing the terms and conditions concerning the matters addressed in Paragraphs 1 through 10 above (excluding terms and conditions applicable only while the MOU is in effect), the Employment Agreement will include, among other things, mutually and reasonably agreed upon provisions concerning the following matters:
  - a. Duties of Coach as Head Football Coach;
  - b. Reasonable limitations on outside activities and outside compensation earned by Coach, including commercial endorsements, in accordance with University policy;
  - c. Enforcement of NCAA, AAC, and other governing athletic rules, including but not limited to provisions relating to the responsibility of a head coach to establish an atmosphere of compliance in his program and monitor the activities of all coaches and staff members in the program;
  - d. Forfeiture and repayment of incentive compensation for athletic performance achievements paid to Coach if any achievement is subsequently vacated or if the football program is placed on probation by the NCAA;
  - e. Limited indemnification of the University against certain damages incurred by the University as a direct result of any investigation or proceeding resulting in a finding of specific NCAA rules violations;
  - f. Football camps; and
  - g. Coach's obligation to notify the Athletics Director of his interest in, or any direct or indirect contact about, employment with another college or university or with a professional football organization.
12. **Background:** Coach represents that he has disclosed to the University all material information concerning previous NCAA, conference, or institutional rules violations or potential violations committed by him or any coach or staff member under his direct or indirect control at any other NCAA member institution prior to the date on which he executed this Agreement. The MOU is contingent upon a satisfactory criminal background check and NCAA compliance check, to be completed after the Coach executes this MOU.
13. **Governing Law:** This MOU shall be governed by the laws of the State of North Carolina.

- 14. **Execution of the MOU:** This MOU may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same MOU.

The parties acknowledge their agreement by signing and dating this Memorandum of Understanding below.

**EAST CAROLINA UNIVERSITY**

**Blake Harrell**

By:

\_\_\_\_\_  
 Jon Gilbert  
 Director of Athletics

\_\_\_\_\_  
 NAME

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Philip Rogers  
 Chancellor

\_\_\_\_\_  
 Date

As required under UNC Policy Manual Section 1100.3, all terms and conditions of the foregoing Memorandum of Understanding has been approved by the Board of Trustees of East Carolina University.

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

\_\_\_\_\_  
 Date

Attested to:

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

\_\_\_\_\_  
 Date