MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is entered into by and between The University of North Carolina at Charlotte ("**University**"), a constituent institution of The University of North Carolina ("**UNC**"), and Francis "Biff" Poggi ("**Coach**"), and records the agreement of University and Coach as to the principal terms and conditions under which University will employ Coach and Coach accepts employment as University's Head Football Coach. This MOU constitutes a binding agreement between University and Coach, absent the execution of a formal employment agreement ("**Employment Agreement**"), which will not be inconsistent in any material way with this MOU, and cancels and supersedes all prior existing oral and written agreements between University and Coach. In consideration of the mutual promises contained herein, the parties agree as follows:

1. KEY TERMS

A. This MOU provides and the Employment Agreement will include the provisions regarding the terms and conditions of Coach's employment with University set forth in Attachment 1 to this MOU ("Head Football Coach Employment Agreement Key Terms"). Attachment 1 and its accompanying exhibit are hereby incorporated into this MOU by reference.

B. As provided in Attachment 1, Coach shall be employed as University's Head Football Coach for a term of five (5) years, from December 7, 2022 through December 31, 2027 ("**Term**"). As used in this MOU, "**Contract Year**" means a three hundred and sixty-five (365) day period beginning on January 1 and ending on December 31 of each calendar year. For clarity, Coach shall be paid an additional prorated annual compensation amount from the start of the Term until December 31, 2022.

C. Coach will be considered a non-faculty Senior Academic and Administrative Officer-Tier II ("**SAAO Tier II**") employee, and will be subject to all employment policies of the UNC Board of Governors and University applicable to Coach's classification, including revisions from time to time.

D. Coach will report directly to the Director of Athletics.

E. Coach will have the authority (subject to the final approval of the Director of Athletics) to employ, manage, discipline, and terminate all assistant coaches and other direct reports within the football department, subject to departmental guidelines and budgetary limitations.

2. DUTIES

Coach is hereby employed by University as its Head Football Coach with all the duties, responsibilities, authority, and obligations normally associated with the position of a Head Football Coach at a major university that participates at the NCAA Division I level. Specific duties will be enumerated in the Employment Agreement, and shall be commensurate with generally accepted industry standards.

3. MISCELLANEOUS

A. In addition to the terms and conditions concerning the matters set out in Sections 1 and 2 above (excluding terms and conditions applicable only while this MOU is in effect), the Employment Agreement shall include, among other things, provisions concerning the following:

1. Benefits and other non-salary compensation, including but not limited to those set forth in Section 1 above;

2. Specific duties and authority of Coach, including but not limited to those set forth in Section 2 above;
3. Annual meetings between Coach and University's Director of Athletics to discuss program status, progress, and potential amendments to the Employment Agreement;
4. Fringe benefits and outside compensation;
5. University's commitment to address and accommodate applicable taxation matters;
6. Ownership and use of University records;
7. Rights to use Coach's name, likeness, image, etc.;
8. Automatic termination of the Employment Agreement upon death or permanent disability of Coach;
9. Any provisions required by the UNC Board of Governors, including without limitation the provisions specified in Section 1100.3 of The UNC Policy Manual (*available online* at https://www.northcarolina.edu/apps/policy/doc.php?id=732); and
10. Approval of the Employment Agreement by University's Board of Trustees and, if necessary, the UNC Board of Governors.
11. University acknowledges and agrees that, except for those terms and conditions addressed in this MOU, any terms and conditions contained in the Employment Agreement will be generally consistent with those set forth in the immediate prior Head Coach Agreement.

B. Coach represents that Coach has disclosed to University all material information concerning previous NCAA, conference, or institutional rules violations or potential violations committed by Coach or any coach, staff member, or other person under Coach's direct or indirect control at any other NCAA member institution prior to the date on which Coach executed this MOU. Similarly, University represents that it has disclosed to Coach all material information it has regarding any pending and/or ongoing NCAA investigations or inquiries relating to University's athletics programs.

C. Coach also represents that:
   1. Neither Coach nor any person acting on Coach's behalf knowingly misrepresented material information, knowingly withheld material information, or knowingly provided incomplete or false material information during University's process of interviewing and hiring Coach;
   2. To the best of Coach's knowledge, Coach has never engaged in any other action or conduct that would reflect adversely on the good name and reputation of the University or that could cast the University in a negative light;
   3. Coach is not restricted from entering into this MOU by any conflicting obligations to another authority, person, body, or entity; and
   4. Coach has never been convicted of, pled guilty to, or pled nolo contendere to a criminal act that constituted either (a) a felony or (b) a misdemeanor involving moral turpitude (excluding minor traffic offenses).

D. This MOU is conditioned on satisfactory completion of criminal background, credit, and NCAA compliance checks, and on approval by University's Board of Trustees.

E. 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.

F. This MOU and the Employment Agreement will be governed by the laws of the State of North Carolina.

G. Subject to University's right to terminate this MOU, until such time that the Employment Agreement is executed, this MOU is a binding employment contract between the parties.

H. The Parties acknowledge and agree to undertake every reasonable effort to complete and execute the Employment Agreement as soon as possible after execution of this MOU.

I. Upon execution, this MOU will be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 *et seq*, and will be subject to disclosure upon request.

[signature page follows.]

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Agreed by University:

Sharon L. Gaber 11/15/22

Sharon L. Gaber, Chancellor Date

Susan D. DeVore 11/15/22

Susan D. DeVore, Chair, Board of Trustees Date

11.15.22

Mike Hill, Director of Athletics Date

Agreed by Coach:

DocuSigned by:

Francis [illegible]ggi Date

Head Football Coach Employment Agreement Key Terms

Contract Provision	***Terms***
Term	Five (5) year term (December 7, 2022 through December 31, 2027)
Duties	All the duties, responsibilities, authority, and obligations normally associated with the position of Head Football Coach at a major university that participates at the NCAA Division I Football Bowl Subdivision ("FBS") level. Specific duties to be included in Employment Agreement.
Benefits and Policies	Standard University benefits for SAAO Tier II employees and subject to policies applicable to SAAO Tier II employees.
Annual Base Salary	$500,000 (annualized)
Additional Compensation	
Annual Supplemental Pay (Athletic Foundation Funds)	$500,000 (annualized)
Incentives	Incentive compensation per Exhibit A.
Automobile	One late model automobile or allowance of $750/month and a credit card to use for purchasing fuel for business use of the automobile.
Club Membership	One-time initiation (capped at $25,000) and all basic monthly, annual, or other basic dues (capped at $6,000 annually) required to maintain a membership in coach's name at one country club of Coach's choice, subject to the review and approval of the Director of Athletics.
Moving Expenses/Temporary Housing	One-time stipend of $30,000 for reasonable relocation expenses; temporary housing and related expenses for up to ninety (90) days.
Technology	Cell phone allowance at the Exception rate of $60/month, pursuant to University Policy 602.10, Mobile Communication Device Allowances and its Supplemental Procedures.
Tickets	Each academic year, ten (10) premium football season tickets (with hospitality), at no cost or expense to coach; six (6) football tickets to all away contests, at no cost or expense to coach; six (6) premium men's basketball season tickets in the lower seating section of Halton Arena, at no cost or expense to Coach; six (6) women's basketball season tickets; as well as ten (10) premium conference championship game tickets and ten (10) bowl tickets, at no cost or expense to Coach. University will provide reasonable travel costs (including transportation and lodging) for Coach's spouse and Coach's children to attend all football road and postseason contests. Determination of reasonable travel costs will be made in University's sole and reasonable discretion.

Program Salary Pools	Coaching Staff: $1,625,000/year (Up to 10 Assistant Coaches + Head Strength Coach) Support Staff (w/benefits): $507,000/year (to include two full-time assistant strength coaches) Support Staff (w/o benefits): $124,500/year Distribution of salary pools will be determined by Coach with approval of the Director of Athletics. Subject to the Coach's discretion, two offensive and two defensive coaches supported by the Coaching Staff salary pool may be signed to two-year employment agreements. University will additionally work with its Athletic Foundation to establish a designated fund for donations intended to recruit and retain coaches and staff. The University will increase the Coaching Staff salary pool by $25,000 each Contract Year through the end of the Term, and agrees that all salary pools will be reviewed on an annual basis with the goal of remaining competitive within the conference.
Nike Elite	Each Contract Year, Coach will be permitted to order up to $16,000 (retail value) of products through "Nike Elite" Client Services (subject to continuation of University's contract for such services) for the use of football coaches and staff.
Termination and Buyouts	
Termination of Current Employment Agreement	University will be responsible for any financial consequences resulting from the voluntary termination of Coach's current employment agreement, including any costs, expenses, or potential income tax liability to Coach.
Termination for Cause by University	University's sole financial obligation will be to pay Coach that portion of the Base Salary and Supplemental Pay already owing to coach as of the date of such termination. Definition of "Cause" will be commensurate with generally accepted industry standards.
Termination without Cause by University	University's sole financial obligation will be to pay Coach the then-current Base Salary multiplied by the number of full or partial Contract Years remaining in the Term, and, if applicable, any incentive compensation earned but not paid as of the effective date of termination. If Coach obtains new football-related employment at any institution of higher education that is a member of the NCAA or any professional team participating in any professional league or conference in the United States or elsewhere, or as a television or radio analyst or broadcaster, University's financial obligation will be reduced by the total compensation received by Coach in Coach's new position over the remaining Term on a dollar-for-dollar basis.
Termination by Coach Prior to Contract Expiration	Coach will pay University or arrange to have paid to University an amount equal to (i) $900,000 if Coach terminates this Agreement prior to December 31, 2023, (ii) $700,000 if Coach terminates this Agreement prior to December 31, 2024, (ii) $500,000 if Coach terminates this Agreement prior to December 31, 2025, (iv) $300,000 if Coach terminates this Agreement prior to December 31, 2026, or (v) $100,000 if Coach terminates this Agreement prior to December 31, 2027. Such amount shall be due within 120 days following the date of termination. If applicable, Coach will receive any Base Salary and Supplemental Pay earned but not yet paid, but will forfeit any unpaid incentive compensation. Coach agrees to provide at least twenty-four (24) hours' notice to the Director of Athletics prior to engaging in any substantive discussions or negotiations for employment with another institution. In the event the current Director of Athletics is no longer employed in that role by University, the above amounts shall be reduced by 50%.

Exhibit A

HEAD FOOTBALL COACH INCENTIVE COMPENSATION

Academic Incentive:

Each year the multi-year Academic Progress Rate (APR) for the football team (calculated in the fall of each year on a four-year rolling basis and released in February of the following year) is 960 or higher, University will pay Coach supplemental compensation of $25,000, such payment to be made in a lump sum within sixty (60) days of the end of the University's spring academic semester.

Athletic Incentives:

Competitive Success During Regular Season Play.

Coach will be rewarded for successful competition during regular season play as follows:

i.	Final Top 25 AP or CFP Ranking	$ 75,000
ii.	Win over a Top 25 Power 5 Team	$ 25,000

Postseason Play.

In any year that the football team participates in a postseason game or playoff, Coach will receive supplemental compensation as follows:

i.	Conference Championship Game Appearance	$ 50,000
ii.	Conference Championship Game Win	$ 50,000
iii.	At-Large Bowl Selection	$ 75,000
iv.	College Football Playoff (CFP) Selection (*)(**) - 1st Round	$ 250,000
	College Football Playoff (CFP) Selection (*)(**) - Quarterfinals	$ 375,000
v.	New Year's Six Bowl Selection as top Group of 5 representative (non-CFP)	$ 100,000
vi.	CFP Semifinal Appearance**	$ 500,000
vii.	CFP National Championship Appearance**	$ 750,000
vii.	National Championship Win**	$ 1,000,000
viii.	Conference Coach of the Year	$ 25,000
ix.	National Coach of the Year	$ 50,000

*When CFP expands to 12 teams

**CFP bonuses not cumulative.

Supplemental compensation payable to Coach for athletic incentives will be paid within sixty (60) days of the end of the final game of the season for the football team (including any postseason games).