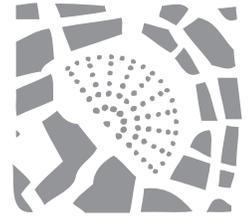


February 9, 2017

Tom Loter, AIA
The University of North Carolina at Chapel Hill
Department of Facilities Planning & Design
Giles F. Horney Building
103 Airport Drive, Campus, Suite 202
Chapel Hill, NC 27599-1090



Dear Mr. Loter,

MHAWorks is honored to have the opportunity to submit our qualifications for the South Building Renovation Advanced Planning project. Founded in 1988, MHAWorks has a staff of thirty-eight professionals providing architecture, interior design, and planning services.

We have chosen our design team based on their expertise and knowledge with a project of your scope and type. We see the major components of this project to be as follows; code compliance, stakeholder satisfaction, open office plan layouts, utility upgrades and phased construction plans.

Renovations have always been a major focus of MHAWorks. For this reason alone we have skills in ADA corrections, discovery of hidden conditions, construction during occupancy, and interim life safety plans. We also understand that a quick response during construction will help with a successful project.

MHAWorks and our Interior Design Team have a strong background in open office design. Our proactive approach is illustrated in our work ethic and dedication to a successful completion. MHAWorks is often called on to build a consensus, considering all of a project's various stakeholders. We will consider not only the staff's interaction with the space, but the owner's budget, the office culture, and potential changes internally over time. In other words, a flexible building.

MHAWorks has over 10 million square feet of Life Safety and Code Improvements. We currently manage all 2.1 million square feet of Life Safety Plans for UNC Hospitals, including the main hospital campus and many remote clinics and campuses. Recently, we completed a campus-wide ADA study for East Carolina University which required us to investigate each building of a 5.5 million square foot campus to determine their compliance with ADA. We have been hired to address these deficiencies by implementing solutions over the coming years, as funding is acquired.

Over the years, we have been fortunate to have worked with the UNC at Chapel Hill Department of Facilities Planning and Design on multiple projects, including the Murphey Hall Historic Renovation, and three separate renovation projects at Brauer Hall. While the renovation at Murphey Hall is somewhat similar in scope with a new main entry ramp, we learned at the pre-proposal meeting, that the South Building Renovation has unique opportunities and challenges. Our historic renovation work on other university campuses in North Carolina, such as Duke University, East Carolina University and North Carolina Central University, makes us cognizant of current standards and trends for historic renovations on higher education campuses.

Within the last twenty-five years we have completed over 1,800 renovation projects. Simply put, we are renovation experts. The keys to success with this type of project are a strong discovery period, intimate knowledge of the code and a bulldog approach to finding violations and unique solutions. Our analysis will establish a hierarchy of what needs to be done and what can be done within your project budget and schedule. We will provide you with a matrix that makes problem solving and renovation of older buildings much more effective for you.

Our past experience on projects and attention to detail allow us to consistently provide the highest quality of design services for our clients. We hope to continue this tradition with you as you complete advanced planning for the South Building Renovation Advanced Planning.

Thank you for your time and consideration,

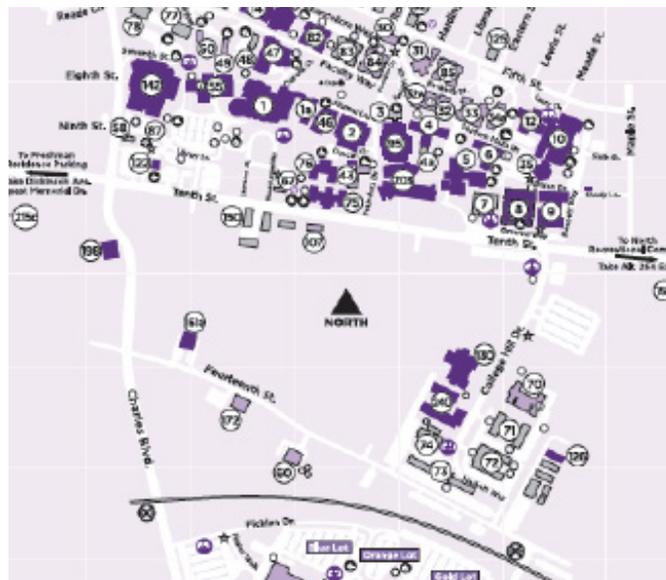
Michael Hining, AIA, NCARB
Principal in Charge
MHAWorks, PA

MHAWorks is a progressive architecture firm serving clients in North Carolina from offices in Durham, Pittsboro, Asheville and Greenville, North Carolina. Founded in 1988 by Michael J. Hining, AIA, the firm has a staff of Thirty eight professionals providing architecture, interior design and planning services.

MHAWorks delivers classic design, synthesized with the next generation of creativity and leadership. Providing incomparable service to our clients is the hallmark of all project delivery. We bring knowledge, experience and leadership to complement our client's vision, goals and programs.



UNC at Chapel Hill, Historic Murphey Hall Renovation



ECU, Entire Campus ADA Assessment, 5.5 Million sq/ft

Having more than eighty percent of our client's offer repeat business opportunities, we see our commitment to excellence and collaboration with our clients as the pathway to successful projects. The strength of our team at MHAWorks is supported by years of experience within the field of architecture. In addition, thirty percent of our staff is LEED certified.

- | | |
|------------------------|----------------------|
| Higher Education | Healthcare |
| Education K-12 | Commercial Office |
| Municipal | Recreation |
| Multi-Family Housing | Historic Restoration |
| Science and Technology | Worship |

Approaching each project with a commitment to adherence to the specifics of our client's site, program, functional, financial and aesthetic criteria, MHAWorks' experience, combined with a collaborative design approach with our clients, provides a strong foundation for our services:

- | | |
|------------------------------|-------------------------|
| Analysis/Feasibility Studies | Energy Efficient Design |
| Code Compliance | Interior Architecture |
| Construction Administration | LEED Certification |
| Design Consultation | Master Planning |
| Design Visualization | Site Programming |



Historic Olde Hickory Mill Building Renovation

<div style="background-color: #003366; color: white; padding: 5px; font-weight: bold; font-size: 24px; display: inline-block;">F</div> <div style="font-size: 8px; font-weight: bold; display: inline-block; vertical-align: middle;">section</div>	EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS		20. EXAMPLE PROJECT KEY NO.	
			1	
21	TITLE AND LOCATION (CITY AND STATE)		22	
		YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)	
		2016	2016 - 2017	
23	PROJECT OWNER'S INFORMATION			
A. PROJECT OWNER:		B. POINT OF CONTACT NAME:		C. POINT OF CONTACT TELEPHONE NUMBER:
UNC CH		Joseph Ockert		919-962-3514
24	BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST)			
PROJECT DESCRIPTION	There are two areas on the 9th floor in the Burnett-Womack Building being renovated. One is an existing office area and some of an adjacent corridor that is being turned into a Tissue Culture Room. There will be three freezer units in the corridor, while the room itself will have similar units. The second part of the project is turning an existing kitchenette area into a conference room.			
PROJECT COST	\$200,000 (Construction estimate)			
RELEVANCE	Renovation Phased UNC CH Campus Conference Space	Reworked mechanical Efficient Layout Interiors	Academic Offices Improved Wayfinding Provided Construction Budget	
25	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
(1) FIRM NAME		(2) FIRM LOCATION (CITY & STATE)		(3) ROLE
A.	MHAWorks	(Durham and Greenville), NC		Architecture / Interior Design

<div style="background-color: #003366; color: white; padding: 5px; font-weight: bold; font-size: 24px; display: inline-block;">F</div> <div style="font-size: 8px; font-weight: bold; display: inline-block; vertical-align: middle;">section</div>	EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS		20. EXAMPLE PROJECT KEY NO.	
			2	
21	TITLE AND LOCATION (CITY AND STATE)		22	
		YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)	
		2011	2011	
23	PROJECT OWNER'S INFORMATION			
A. PROJECT OWNER:		B. POINT OF CONTACT NAME:		C. POINT OF CONTACT TELEPHONE NUMBER:
ECU		Gina Shoemaker		252-328-6858
24	BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST)			
PROJECT DESCRIPTION	The historic Mamie Jenkins Building is located in the central area of campus. Built in 1909, it is one of only six original structures that remain on East Carolina University's campus. The building's interior was completely renovated by MHAWorks along with exterior ADA compliance updates for the purpose of converting the use into Administrative offices.			
PROJECT COST	\$287,000			
PROJECT SIZE	4,200 sf			
RELEVANCE	Renovation Phased Historic Daylighting Conference Space	Reworked mechanical Efficient Layout Interiors Entry Ramp	Academic Offices Improved Wayfinding Provided Construction Budget Optimized Ceiling Height	
25	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
(1) FIRM NAME		(2) FIRM LOCATION (CITY & STATE)		(3) ROLE
A.	MHAWorks	(Durham and Greenville), NC		Architecture / Interior Design

21 TITLE AND LOCATION (CITY AND STATE)

Duke University Teer Engineering Building Renovations
Durham, North Carolina

22 YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2009	2014

23 PROJECT OWNER'S INFORMATION

A. PROJECT OWNER:	B. POINT OF CONTACT NAME:	C. POINT OF CONTACT TELEPHONE NUMBER:
Duke University	Thomas Katsouleas	434-924-3728 (now with UVA)

24 BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST)

PROJECT DESCRIPTION

Renovation includes a tiered distance-learning lecture hall, flexible electrical engineering labs, information commons, casual collaborative environments, telepresence conferencing center, and other various academic and office environments. This state-of-the-art building contains flexible spaces that are capable of changing and adapting as programs and initiatives evolve. They can be common areas where interaction and conversation is encouraged, thus fostering the fundamentally social nature of learning. They can also be arranged as student areas for both collaborative and individual learning and research, or they can become spaces that overlap with multiple uses. Due to our success, Duke hired MHAworks to renovate a lecture hall, classrooms, and offices within the facility in 2013. Recently, we completed this project on time and on budget.

"I poked my head in 203 Teer yesterday. It is fantastic. It came out better than I imagined, and I would love to teach in that class. I suppose that's the ultimate recommendation if I feel that way, and I expect it will. Job well done by a great team. Thank you all very much." - Dean Thomas Katsouleas, Ph.D Pratt School of Engineering

PROJECT COST \$150,000 (2013 Renovation)
PROJECT SIZE 4,000 sf

RELEVANCE

Renovation	Rework mechanical	Open Office Space
Phased	Efficient Layout	Restrooms
Higher Education Campus	Interiors	Academic Offices
Improved wayfinding	Provided Construction Budget	Daylighting
Conference Space		

25 FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (CITY & STATE)	(3) ROLE
A. MHAworks	(Durham and Greenville), NC	Architecture / Interior Design



21 TITLE AND LOCATION (CITY AND STATE)

Novan Office Renovation
Durham, North Carolina

22 YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
2009	2014

23 PROJECT OWNER'S INFORMATION

A. PROJECT OWNER:	B. POINT OF CONTACT NAME:	C. POINT OF CONTACT TELEPHONE NUMBER:
East Carolina University	Gina Shoemaker	252-328-6858

24 BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST)

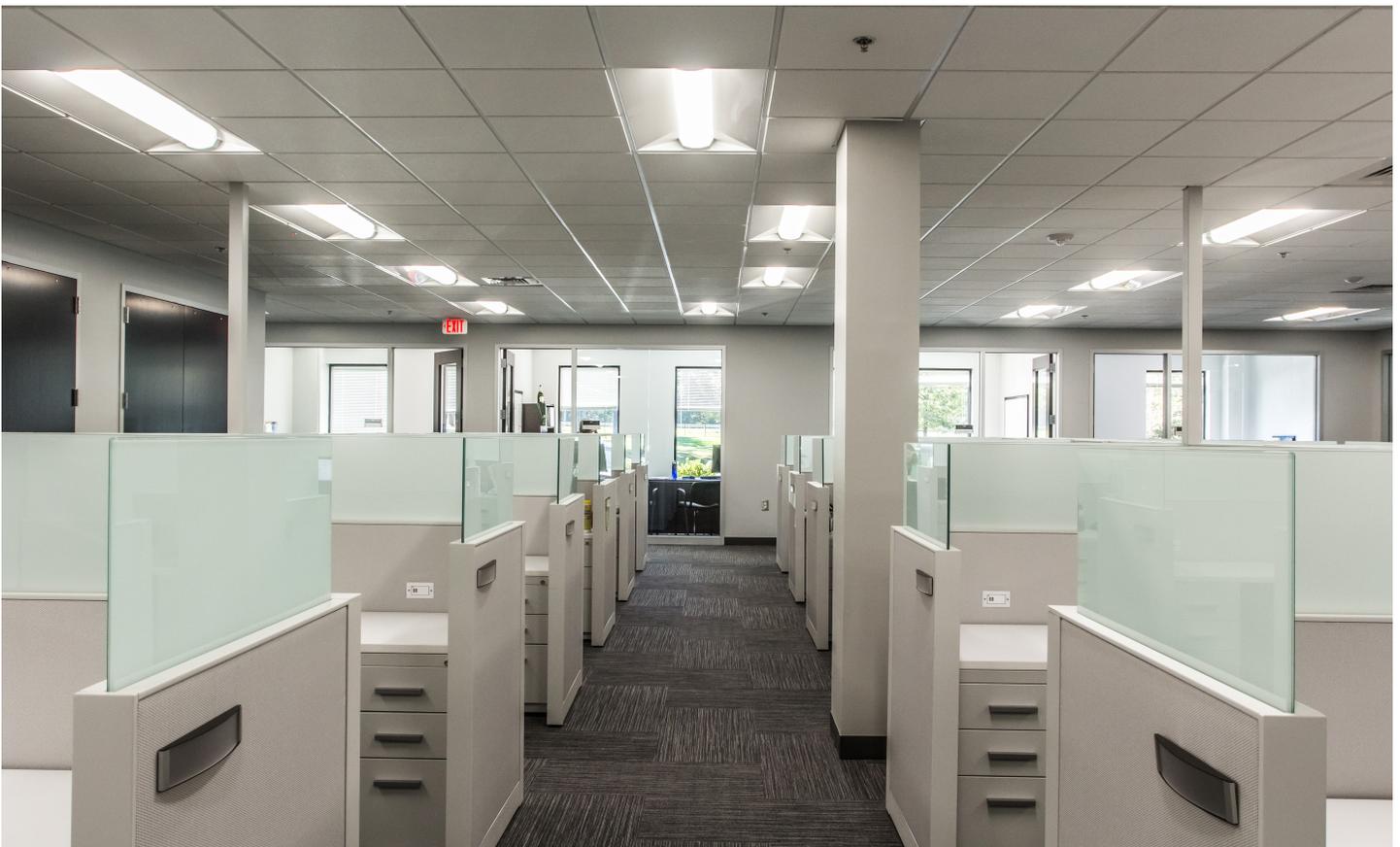
PROJECT DESCRIPTION MHAworks worked with Novan to renovate a dated 50,000 sf office building into a modern, open work space for their employees. The space features open office space, collaborative areas, a lounge, along with private meeting rooms, and a staff lounge area. Project scope also included daylighting, wayfinding, interiors, and restrooms.

PROJECT COST \$14M
PROJECT SIZE 50,000 sf

RELEVANCE	Renovation Phased Historic Daylighting Conference Space	Reworked mechanical Efficient Layout Interiors Restrooms	Open Office Space Improved Wayfinding Provided Construction Budget Optimized Ceiling Height
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25 FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (CITY & STATE)	(3) ROLE
A. MHAworks	(Durham and Greenville), NC	Architecture / Interior Design



21 TITLE AND LOCATION (CITY AND STATE)	22 YEAR COMPLETED	
BC Remedy Historic Renovation Durham, North Carolina	PROFESSIONAL SERVICES	CONSTRUCTION (IF APPLICABLE)
	2011	2011

23 PROJECT OWNER'S INFORMATION		
A. PROJECT OWNER:	B. POINT OF CONTACT NAME:	C. POINT OF CONTACT TELEPHONE NUMBER:
Measurement Inc.	Bryan Scherich	919-237-3660

24	BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (INCLUDE SCOPE, SIZE, AND COST)		
PROJECT DESCRIPTION	<p>This project is a renovation of the existing 65,000 sf five story, 1920's BC Remedy building located in the Innovative District of Downtown Durham. The building renovations include a complete clearing of all interior partitions to create an open office layout. Daylighting and wayfinding were enhanced by opening up the ceiling to expose the building's structure and optimize the ceiling heights. The project also included ADA upgrades, a new lobby elevator, and a complete overhaul of the existing mechanical, plumbing and electrical systems. This project is through CDs and about to begin construction.</p>		
PROJECT COST	\$287,000		
PROJECT SIZE	4,200 sf		
RELEVANCE	<p>Renovation Phased Historic Daylighting Conference Space</p>	<p>Reworked mechanical Efficient Layout Interiors Entry Ramp</p>	<p>Academic Offices Improved Wayfinding Provided Construction Budget Optimized Ceiling Height</p>

25	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
	(1) FIRM NAME	(2) FIRM LOCATION (CITY & STATE)	(3) ROLE
A.	MHAWorks	(Durham and Greenville), NC	Architecture / Interior Design





CAROL L. FOLT
Chancellor

103 SOUTH BUILDING
CAMPUS BOX 9100
CHAPEL HILL, NC 27599

T 919.962.1365
F 919.962.1647
carol.folt@unc.edu

Mail Ballot

Board of Trustees

April 20, 2017

Attached for your review and approval is a memo concerning a designer selection item for South Building. This mail ballot will be approved as part of the Consent Agenda at the Full Board meeting on Thursday, May 25, 2017.

The undersigned votes as follows with respect to the recommendation proposed in Chancellor Folt's memorandum dated April 20, 2017.

	Approve	Disapprove
Designer selection for renovations to South Building	<input type="checkbox"/>	<input type="checkbox"/>

Signature_____

Printed Name_____

Date_____

Please fax to TJ Scott at (919) 962-1647 or email at tj_scott@unc.edu

The following mail ballot was approved by majority vote on April 20, 2017 by the following: Dwight Stone, Haywood Cochrane, Chuck Duckett, Lowry Caudill, Julia Grumbles, Kelly Hopkins, Bill Keyes, Allie Ray McCullen, and Hari Nath.



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

ATTACHMENT B

CAROL L. FOLT
Chancellor

103 SOUTH BUILDING
CAMPUS BOX 9100
CHAPEL HILL, NC 27599

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carol.folt@unc.edu

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Carol L. Folt

RE: Mail Ballot

DATE: April 25, 2017

You have authorized my office to poll you by mail concerning personnel matters which require attention by the Board. Accordingly, we are transmitting to you herewith personnel actions as follows:

EHRA Faculty Compensation & Tenure Actions

Attachment A

Please mark and return the enclosed mail ballot indicating whether or not you agree with the actions proposed. Thank you.

EXECUTIVE SUMMARY

Board of Trustees

April 27, 2017

No.	College/Division	Name	Dept./School	Current Rank	New Rank	Tenure Request Reason	Effective Date	Salary
Personnel Actions								
New Appointments without Tenure								
1	Health Affairs	Ian Carroll	Nutrition	Research Assistant Professor	Assistant Professor		5/1/2017	\$101,500.00
2	Academic Affairs	Alainna Thomas	City & Regional Planning	N/A	Assistant Professor		7/1/2017	\$87,000.00
3	Academic Affairs	Caroline Tucker	Biology	N/A	Assistant Professor		7/1/2017	\$75,000.00
Addition of Joint Appointment without Tenure								
0								
Promotion to Full Professor								
1	Academic Affairs	Cemil Aydin	History	Associate Professor	Professor		7/1/2017	\$94,496.00
2	Academic Affairs	Anna Bardone-Cone	Psychology & Neuroscience	Associate Professor	Professor		7/1/2017	\$104,459.00
3	Academic Affairs	Janet Chambers	Dramatic Art	Associate Professor	Professor		7/1/2017	\$70,728.00
4	Academic Affairs	D. Andrew Chin	Law	Associate Professor	Professor		7/1/2017	\$146,269.00
5	Health Affairs	David Hayes	Medicine/Otolaryngology	Associate Professor	Professor		6/1/2017	\$222,700.00
6	Health Affairs	Michael Kappelman	Pediatrics	Associate Professor	Professor		4/28/2017	\$223,618.00
7	Academic Affairs	Scott Kirsch	Geography	Associate Professor	Professor		7/1/2017	\$85,154.00
8	Academic Affairs	Lisa Lindsay	History	Associate Professor	Professor		7/1/2017	\$95,329.00
9	Academic Affairs	Rene Lopez	Physics & Astronomy	Associate Professor	Professor		7/1/2017	\$98,121.00
10	Academic Affairs	Noreen McDonald	City & Regional Planning	Associate Professor	Professor		7/1/2017	\$110,113.00
11	Academic Affairs	Jason Metcalfe	Mathematics	Associate Professor	Professor		7/1/2017	\$101,597.00
12	Academic Affairs	Ted Mouw	Sociology	Associate Professor	Professor		7/1/2017	\$110,808.00
13	Academic Affairs	Barbara Osborne	Exercise & Sport Science	Associate Professor	Professor		7/1/2017	\$84,272.00
14	Academic Affairs	Thomas Otten	Music	Associate Professor	Professor		7/1/2017	\$82,215.00
15	Academic Affairs	Lisa Pearce	Sociology	Associate Professor	Professor		7/1/2017	\$96,517.00
16	Academic Affairs	Karin Pfennig	Biology	Associate Professor	Professor		7/1/2017	\$90,301.00
17	Academic Affairs	Victoria Rovine	Art	Associate Professor	Professor		7/1/2017	\$82,990.00
18	Academic Affairs	Donna Surge	Geological Sciences	Associate Professor	Professor		7/1/2017	\$96,331.00
19	Academic Affairs	Wei You	Chemistry	Associate Professor	Professor		7/1/2017	\$96,425.00
Reappointments to the same Rank								
1	Academic Affairs	Mosi Morrison Ifatunji	Sociology	Assistant Professor	Assistant Professor		7/1/2018	\$82,722.00
2	Academic Affairs	Donghoo Kim	Media & Journalism	Assistant Professor	Assistant Professor		8/1/2018	\$73,993.00
3	Academic Affairs	Daniel McKay	Biology/Genetics	Assistant Professor	Assistant Professor		7/1/2018	\$86,275.00
4	Academic Affairs	Katherine Newhall	Mathematics	Assistant Professor	Assistant Professor		7/1/2018	\$87,310.00
5	Academic Affairs	Gianmarco Pinton	Biomedical Engineering	Assistant Professor	Assistant Professor		7/1/2018	\$94,385.00
6	Academic Affairs	Johna Register-Mihalik	Exercise & Sport Science	Assistant Professor	Assistant Professor		7/1/2018	\$77,266.00
7	Academic Affairs	Keith Richotte, Jr.	American Studies	Assistant Professor	Assistant Professor		7/1/2018	\$77,850.00
8	Academic Affairs	Nancy Rodriguez	Mathematics	Assistant Professor	Assistant Professor		7/1/2018	\$89,364.00
9	Academic Affairs	Adam Saffer	Media & Journalism	Assistant Professor	Assistant Professor		7/1/2018	\$74,907.00
10	Academic Affairs	Catherine Striley	Communication	Assistant Professor	Assistant Professor		7/1/2018	\$68,766.00
11	Academic Affairs	Jessica Tanner	Romance Studies	Assistant Professor	Assistant Professor		7/1/2018	\$70,035.00
12	Academic Affairs	Lien Truong	Art	Assistant Professor	Assistant Professor		7/1/2018	\$69,795.00
13	Academic Affairs	Katherine Turk	History	Assistant Professor	Assistant Professor		7/1/2018	\$73,080.00
14	Academic Affairs	Valentin Verdier	Economics	Assistant Professor	Assistant Professor		7/1/2018	\$119,668.00
15	Academic Affairs	Andrew Whittemore	City & Regional Planning	Assistant Professor	Assistant Professor		7/1/2018	\$78,341.00
Designation/Reappointments to Departmental Chair								

EXECUTIVE SUMMARY

Board of Trustees

April 27, 2017

No.	College/Division	Name	Dept./School	Current Rank	New Rank	Tenure Request Reason	Effective Date	Salary
1	Academic Affairs	Nancy Allbritton	Biomedical Engineering	Distinguished Professor	Department Chair		7/1/2016	\$284,357.00
Designation/Reappointments to Distinguished Professorship								
0								
Actions Conferring Tenure								
Promotion Conferring Tenure								
1	Academic Affairs	Robert Capra III	SILS	Assistant Professor	Associate Professor	Promotion based on research, teaching and service	7/1/2017	\$86,821.00
2	Health Affairs	Lisa Hightow-Weidman	Medicine	Associate Professor	Associate Professor	Promotion based on excellence in research	6/1/2017	\$187,641.00
3	Health Affairs	Brian Jensen	Medicine/Pharmacology	Assistant Professor	Associate Professor	Promotion based on excellence in clinical scholarship	9/1/2017	\$191,634.00
4	Health Affairs	Arlene Sena-Soberano	Medicine	Associate Professor	Associate Professor	Promotion based on excellence in clinical scholarship	7/1/2017	\$185,644.00
5	Health Affairs	Lixin Song	Nursing	Assistant Professor	Associate Professor	Promotion based on excellence in research	7/1/2017	\$81,450.00
6	Health Affairs	Neeta Vora	OB-GYN	Assistant Professor	Associate Professor	Promotion based on excellence in clinical scholarship	4/30/2017	\$295,872.00
7	Health Affairs	Pew Thian Yap	Radiology	Assistant Professor	Associate Professor	Promotion based on excellence in research	7/1/2017	\$91,500.00
New Appointments Conferring Tenure								
1	Health Affairs	Scott DeRossi	Diagnostic Sciences	Dean/Nominated Professor	Professor	Appointment based on excellence in research	5/1/2017	\$310,000.00
2	Health Affairs	Gianpietro Dotli	Microbiology & Immunology	Nominated Research Professor	Professor	Appointment based on excellence in research	5/1/2017	\$162,400.00
3	Academic Affairs	Jinsong Huang	Applied Physical Sciences	Adjunct Professor	Professor	Appointment based on research, teaching and service	7/1/2017	\$160,000.00
Addition of Joint Appointment Conferring Tenure								
0								
Corrections								
0								

EXECUTIVE SUMMARY

Board of Trustees

July 14, 2014

No.	College/Division	Name	School	Department	Rank	Reason	Requested Amount of Increase **	Percent of Increase **	June 30 Salary	Current Salary	New Salary	Effective Date
<p>Compensation Actions</p> <p>*Available funding for each action has been confirmed by the appropriate Department and School/Division management officials to support the proposed salary increase. Upon implementation, specific funding sources are reviewed and approved at the Department level, as well as by the applicable University financial central offices, including the University Budget Office and the Office of Sponsored Research for grant-funded salaries. ** Based on cumulative increase(s) to 6/30 salary</p>												
1	Health Affairs	Cristen Page	Medicine	Family Medicine	Clinical Professor/Director of Residency Education/Interim Chair	Dr Page was selected to be the Department Chair via external competitive event, so we are asking for her supplement as Interim Chair to become long term, as well as asking for an increase to her base salary to bring her to the AAMC's 50th percentile for a Clinical Professor. Her supplement for the Director position is being removed, as the appointment has ended.	\$19,634	5.24%	\$374,366	\$376,951	\$394,000	5/1/2017
2	Health Affairs	Rafal Pawlinski	Medicine	Hematology/Oncology	Research Associate Professor	Increase due to retention counteroffer, as Dr. Pawlinski has received an offer from Emory University	\$41,640	38.43%	\$108,360	\$119,196	\$150,000	5/1/2017
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No.	College/Division	Name	Department/School	Rank	Reason	Total Monetary Value of Non-Salary Compensation	Duration of Non-Salary Compensation	Effective Date	End Date
<p>Non-Salary Compensation Actions</p>									
0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	NA

EXECUTIVE SUMMARY

Board of Trustees

July 14, 2014

No.	College/Division Name	Department/School	Rank	Description
For Information				
0	N/A	N/A	N/A	N/A



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

CAROL L. FOLT
Chancellor

103 SOUTH BUILDING
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carol.folt@unc.edu

Mail Ballot

Board of Trustees

April 25, 2017

Chancellor Carol Folt submits for your review and approval the EHRA Faculty salary and tenure actions as recommended for April 2017. This mail ballot will be approved as part of the consent agenda at the Full Board meeting on Thursday, May 25, 2017.

The undersigned votes as follows with recommendation to these proposed actions as presented by the Chancellor.

Approve Disapprove

EHRA Faculty Salary Increases and Tenure Promotions (Attachment A)

Signature_____

Printed Name_____

Date_____

Please fax to TJ Scott at (919) 962-1647 or email at tj_scott@unc.edu

The following mail ballot was approved by majority vote on April 26, 2017 by the following: Dwight Stone, Chuck Duckett, Lowry Caudill, Kelly Hopkins, Bill Keyes, Allie Ray McCullen, Ed McMahan, Hari Nath, and Bradley Opere.

ATTACHMENT C

SITE APPROVAL – MEDIA AND COMMUNICATIONS STUDIO ADDITION AT KOURY NATATORIUM

This project will construct a 12,000 square foot addition to Koury Natatorium to house media and communication studios for the ACC network. The facility will include three control rooms and two studios. The broadcast center will also provide a robust production service (live production, studio services) to campus entities and offer opportunities for academic partnerships and real-world experience in growing fields for students.

The project budget is \$10,000,000 and will be funded by Athletics funds.

The Chancellor's Buildings and Grounds Committee approved the site at its May 4, 2017 meeting.

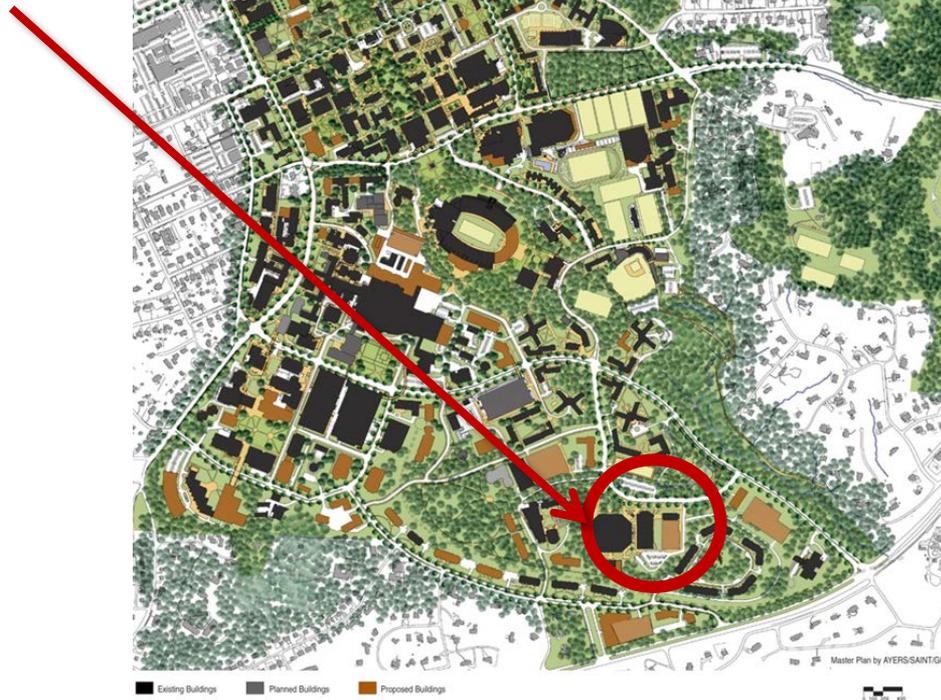
RECOMMENDED ACTION:

A motion to approve the site.



Media & Communications Studio Addition at Koury Natatorium

PROJECT LOCATION

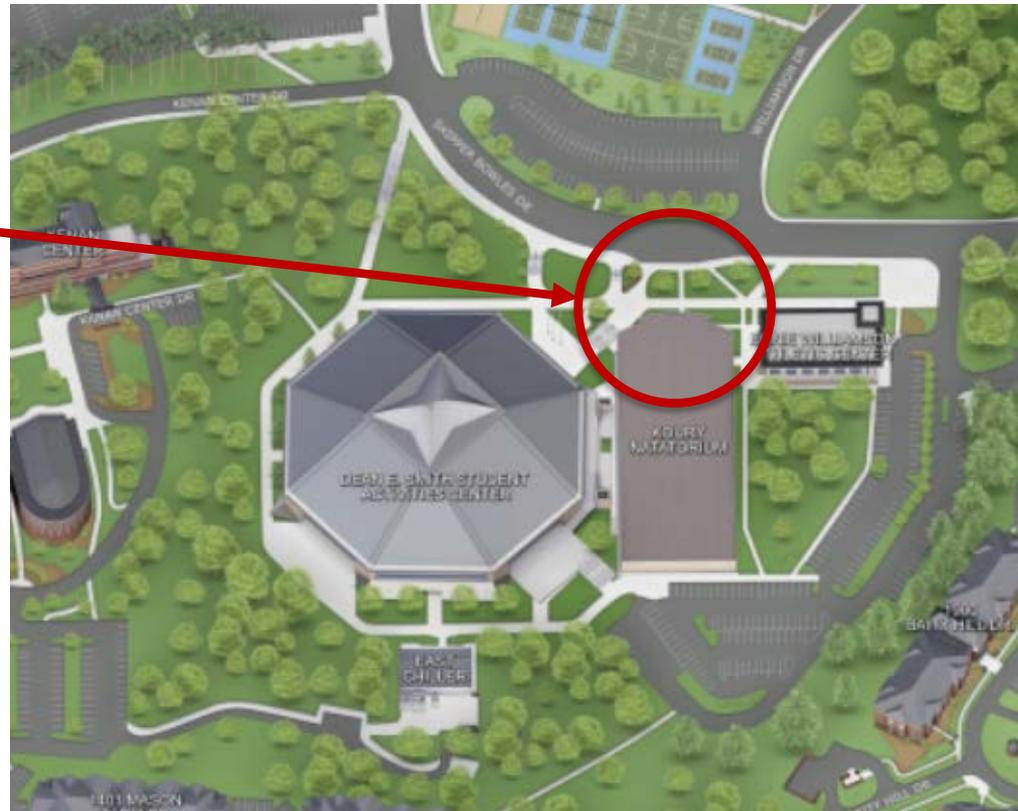


2006 CAMPUS MASTER PLAN



Media & Communications Studio Addition at Koury Natatorium

PROJECT SITE



N

CAMPUS MAP

ATTACHMENT D

DESIGNER SELECTION – TRANSLATIONAL RESEARCH BUILDING

This project will provide advance planning for the Translational Research Building. This 140,000 square foot facility will consolidate existing vivarium facilities and allow for additional program growth.

Advance planning budget is \$500,000 and will be funded by F&A funds.

The project was advertised on March 10, 2017. Thirteen (13) proposals were received. Six (6) firms were interviewed on May 2, 2017. Two members of the Board of Trustees participated in the interviews.

The committee recommended the selection of the three firms in the following priority order:

- | | |
|----------------------|-----------------|
| 1. HOK, Inc. | Washington, DC |
| 2. Goody Clancy | Boston, MA |
| 3. Lord Aeck Sargent | Chapel Hill, NC |

The firms were selected for their past performance on similar projects, strength of their consultant team and experience with campus projects.

RECOMMENDED ACTION:

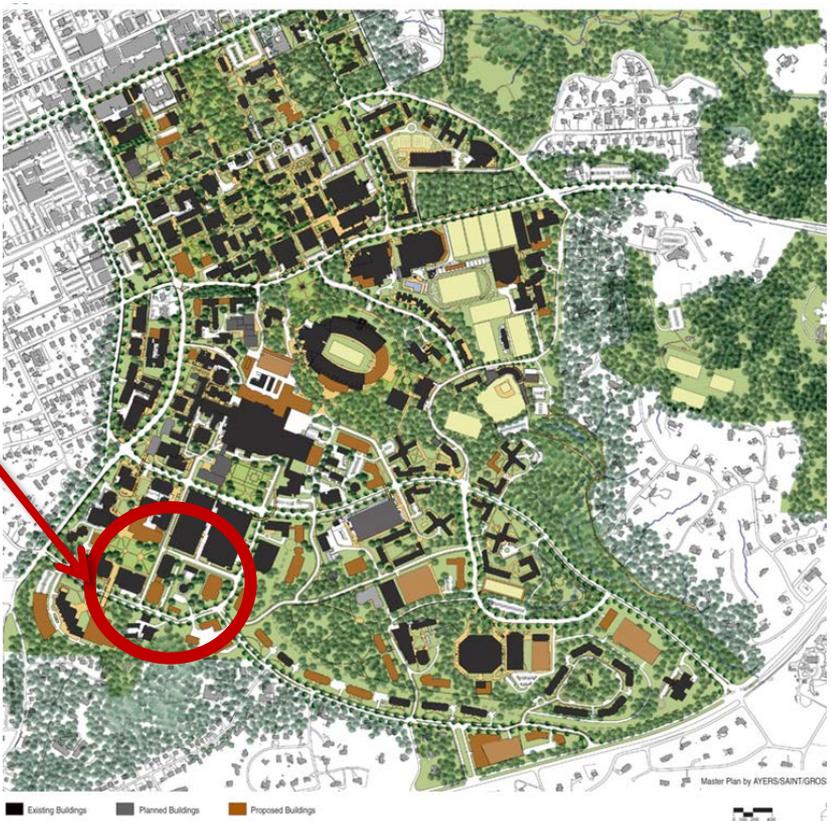
A motion to approve the three firms in the following priority order:

- | | |
|----------------------|-----------------|
| 1. HOK, Inc. | Washington, DC |
| 2. Goody Clancy | Boston, MA |
| 3. Lord Aeck Sargent | Chapel Hill, NC |



Translational Research Building

PROJECT LOCATION

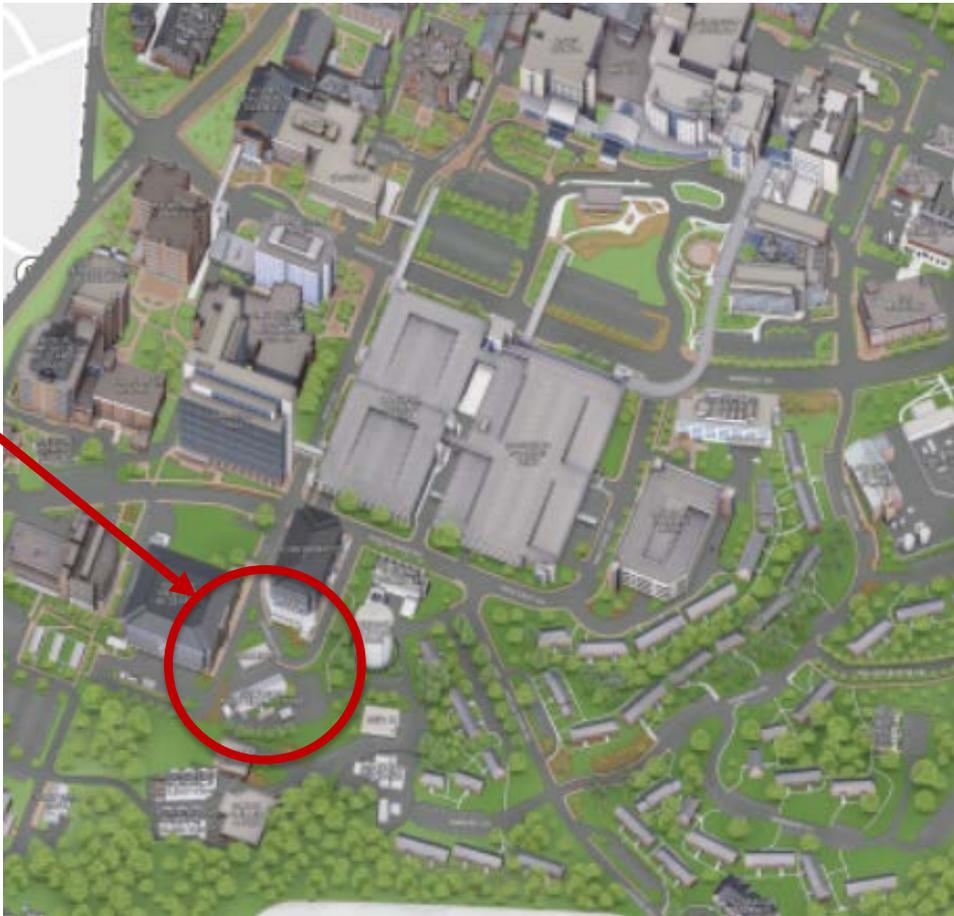


2006 CAMPUS MASTER PLAN



Translational Research Building

PROJECT SITE



N

CAMPUS MAP

COVER LETTER

Amy E. Dean, PE, PMP, LEEDTM AP
Project Manager
Department of Facilities Planning + Design
103 Airport Drive
Campus Box #1090
The University of North Carolina at Chapel Hill
Chapel Hill, North Carolina 27599-1090
Email: aedean@fac.unc.edu



Dear Amy and the Selection Committee:

The University of North Carolina at Chapel Hill has one of the largest research programs in the country. One in four of those researchers is dependent upon DLAM and the quality of the university's animal facilities to support their work. Based on the evolution of the university's programs, many of these facilities are in inappropriate, under designed, or out dated spaces. This is inherently inhibiting growth and has put the university under scrutiny by AAALAC and other accrediting bodies that approve research funds.

The Translational Research Building [TRB] provides an opportunity to elevate the programs and animal care that are in need, provide growth for new programs, and allow the university to have a greater percentage of more diverse animals and species in their programs. The consolidation will allow for greater collaboration between different research groups, which is paramount to growth, and create a recruitment and retention tool for the university as well.

The TRB is also critical for other capital projects to proceed, including the Medical Education Building, which replaces the existing Berryhill Hall. Berryhill, slated for demolition, currently houses a critical surgery for DLAM which must be relocated before the building comes down. Also, planned program relocations to the TRB will free up other space on campus for renovation and other uses.

The site for the TRB is in a fantastic location in the Southwest District and can serve as a conduit between the existing Genetic Medicine Building, Marsico Hall with its imaging cores, and the Bioinformatics Building that currently houses DLAM's offices. The TRB can become a hub of collaboration between the established anchors facilitating research and growth.

The design and construction of this new facility will be a team effort that will emulate the collaborative problem solving we hope to foster in the TRB itself. The design team will have to interact with DLAM, the University as a whole, Campus Stakeholders, the State with our goals being to:

- Design a state-of-the-art research building which will:
 - House a diverse animal population,
 - Expand research space,
 - Facilitate collaboration, and
 - Incorporate flexibility to allow for the unforeseen growth of different programs.
- Negotiate campus and DLAM standards and review processes
- Work closely with the Construction Manager at Risk [CMAR] (or other construction delivery method) to develop a phased construction solution that facilitates the University's objectives.
- Lead stakeholders to make informed decisions through the design and construction process while managing expectations, budget, and schedule.



Tim O'Connell



Shawn Sowers



Bill Hellmuth



Todd Bertsch



Chirag Mistry



Maria Troconis



Kim Wagner



Donna Kramer



Laura Halverson



Robert Sherman

This team offers the university extensive knowledge and an unmatched depth of experience in designing research and vivarium facilities in Chapel Hill and around the world. Our team has collaborated across projects, many at Chapel Hill, and most offices are based within 30 minutes of campus.

This year, HOK very intentionally started a Raleigh office in order to better serve clients in this part of North Carolina. Shawn Sowers, our proposed project manager, has been collaborating with HOK over the past two years and has relationships with senior leadership that dates back over 15 years. Shawn's experience with UNC started in 2001, and she was the co-project manager, senior project architect, and programming coordinator for the Koury Oral Health Sciences Building for the School of Dentistry.

Wagner Architecture, a trusted advisor to DLAM and the University, joins our team as a vivarium specialist. Kim Wagner and Shawn Sowers have worked together in various capacities over the past 17 years on nearly 20 projects, the majority of which involved animal facilities. Kim and Shawn have a long friendship and are professional resources to each other.

HOK has designed and built tens of millions of research space square feet with AEI including two million square feet of vivarium space across the country and around the world. HOK and AEI will leverage our firm wide design and subject matter expertise for the TRB by including Maria Troconis and Chirag Mistry for planning and programming and Laura Halverson for MEP design. Kramer Engineering Services joins the team for local insight with extensive experience working with DLAM across campus.

Our remaining team members were selected for our past work together and for their insight with other critical path projects related to the TRB. All are based in North Carolina and several are HUB certified.

Our team is collaborative and interactive at its roots. All of the consultant partners have successfully delivered projects on your campus. Our team will be led by Shawn Sowers, who will be your day to day point of contact. I will support Shawn and the project team with my knowledge of projects of this scale and complexity both from the design side, but also from the client consensus building and construction phasing aspect as well. Shawn and Maria Troconis will organize the planning and programming team and lead the interaction with Dr. Fletcher and the end users. Shawn and Maria will also lead the technical team and integrate them into the end user meetings when needed.

This team knows your campus, the Design Guidelines, and your review and approval process. We are familiar with the ongoing Master Plan updates. In today's day and age, almost all of our projects are on occupied sites that require multiple phases of construction. We believe that these projects are best served with a CMAR delivery method to help reduce everyone's risk and expedite construction.

We understand the nuances of state and publicly funded projects. We are responsible stewards of public funds. As stated, most of the team is North Carolina based, so the bulk of design funds will stay inside the state.

We are excited about the possibility of partnering with UNC Chapel Hill on the Translational Research Building. It is an incredibly interesting project with a tremendous amount of possibility.

Thank you for considering us for this opportunity. Please let me know if there are any questions or if anyone requires additional information.

Sincerely,

Timothy O'Connell, AIA, NCARB, LEED AP
Principal | Regional Leader of Science & Technology
tim.oconnell@hok.com
202.944.1456

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER	
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
University of Maryland Baltimore, Health Sciences Facility III Baltimore, Maryland LEED -NC GOLD (TRACKING)		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		Ongoing	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
University of Maryland Baltimore	Mark Behrens, Project Manager	410-706-8435	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			



RELEVANT FEATURES

- Programming, Site + Existing Facility Study
- Higher Education
- Research
- Instructional
- Vivarium
- Traditional + Innovative Technology
- Historically Underutilized Business (HUB) Participation

Following a highly-competitive selection process, HOK was awarded the Third Phase of the Health Sciences Facility for the University of Maryland, Baltimore (UMB).

This new 330,000 sq. ft. facility will be the central research facility shared by the University's Medicine, Dentistry and Pharmacy Schools, and is sited among the three schools existing facilities to maximize interactions and the sharing of resources.

The facility is comprised of a 10-story wet lab tower joined to a 5-story dry lab tower via a multistory collaboration space. Nearly 70,000 net sq. ft. of Open Wet Labs and Support Labs will house collaborative research for 92 PIs, providing the ultimate in flexible lab design and systems. A perimeter of labs is flanked by formal and informal meeting spaces focused on the central multi-storied communicating space. The connected 5-story dry lab tower supports 18 PIs.

The vivarium was decided early on to put it at the top of the building due to flooding concerns and direct access to the mechanical systems. this created a number of design opportunities.

First and foremost are procedure rooms that can allow natural light for researchers who may be in these rooms for 4-6 hours at a time. Next are the holding rooms that are designed for many species from aquatics to small mammals to large mammals. Last is a cage wash, and feed and bedding areas that are filled with natural light to facilitate a great environment as well. It is a true elevation of animal research facilities.

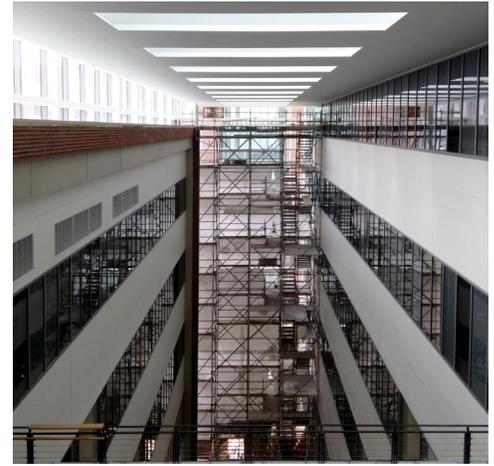
HOK'S UNIQUE APPROACH TO PLANNING & PROGRAMMING

Planning and Programming for the University of Maryland Baltimore had two main focuses. First, to bring three distinct groups together under one roof; Second, determining if the 1970's existing facility on the site could be salvaged.

HOK's Iterative Design Process

The new facility was intended to house new research programs for the Universities Schools of Medicine, Dentistry, and Pharmacy. Specifically for growth, no existing programs were intended to move. Each dean had their own vision for how the facility should be designed. HOK used an iterative design process with multiple teams to drive decision making. The teams included:

- **Building Project Team (BPT):** Comprised of faculty from each school along with administrators, campus architects, contractors, financiers, O&M, and security, this group was to be the final decision makers
- **Faculty Scientific Advisory Committee (FSAC):** UMB appointed personnel which would meet with HOK to review all the program spaces, right size them, and develop room data sheets for each for approval. HOK would meet with subject matter experts for speciality spaces such as the vivarium then present the conclusions to the FSAC
- **Executive Committee (ExCom)** The ExCom was comprised of the Deans from the different schools as well as



senior administrators from the University. As feedback from the FSAC was presented to the BPT, the BPT would then present the progress to the ExCom for final approval

Operations & Maintenance (O&M)

The final group was comprised of the engineers and staff that will be operating the building. HOK met with the O&M to discuss building maintenance and ensure correct sizing support spaces

HOK's iterative design process with multiple teams helped successfully schedule the groups to make quick efficient decisions. The planning, programming and concept design was completed in sixteen weeks.

Existing Facility Recommendation

Hayden Harris Hall, with a very large footprint at 200' x 200' and five stories above grade, was constructed as a clinical building for the school of dentistry in the early 1970s. Extensive research was completed determine if the building could be renovated into a modern research facility. Research found that the:

- Majority MEP systems were beyond their useful life
- The design of the exterior had small punched openings and a wide floor plate, restricted the amount of natural daylight
- the column spacing which had worked well with the preliminary program however, the structured was a waffle slab was 2' -0" thick, creating a challenge for new slab penetrations

- The 2'-0" waffle slab and the floor to floor height of 13'-8" created challenges for routing new ductwork and services for laboratories

Based on these factors, the studies to renovate the facility focused on carving out some of the existing structure. This allowed zones of new structure to accommodate the MEP utilities. It also created one or two atria that allowed natural light to penetrate deeper into the floor plate. The result was a great design that accommodated the program requirements. However, since there was so much modification to the existing structure, the cost benefit and schedule benefit were not significant enough to keep the existing structure.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	HOK	Washington, DC	Architecture, Programming, Interior Design, Landscape Architecture, Master Planning
b.	AEI	Rockville, MD	MEP Engineering

ATTACHMENT E

DESIGNER SELECTION – NEW EAST ELEVATOR

This project will provide a new elevator in New East, which was constructed in 1861. This project will include the installation of a new elevator shaft, footing and foundation with minor roof and interior work as required to complete the project.

The project budget is \$1,650,000 and will be funded by 2016 R&R appropriations.

This project was advertised on March 8, 2017. Nine (9) proposals were received. Four (4) firms were interviewed on April 26, 2017. Members of the Board of Trustees did not participate in the interviews.

The committee recommended the selection of the three firms in the following priority order:

1. Huffman Architects Raleigh, NC
2. RND Architects Durham, NC
3. Anegram Studio, PA Raleigh, NC

The firms were selected for their past performance on similar projects, the strength of their consultant team and their experience with campus projects.

RECOMMENDED ACTION:

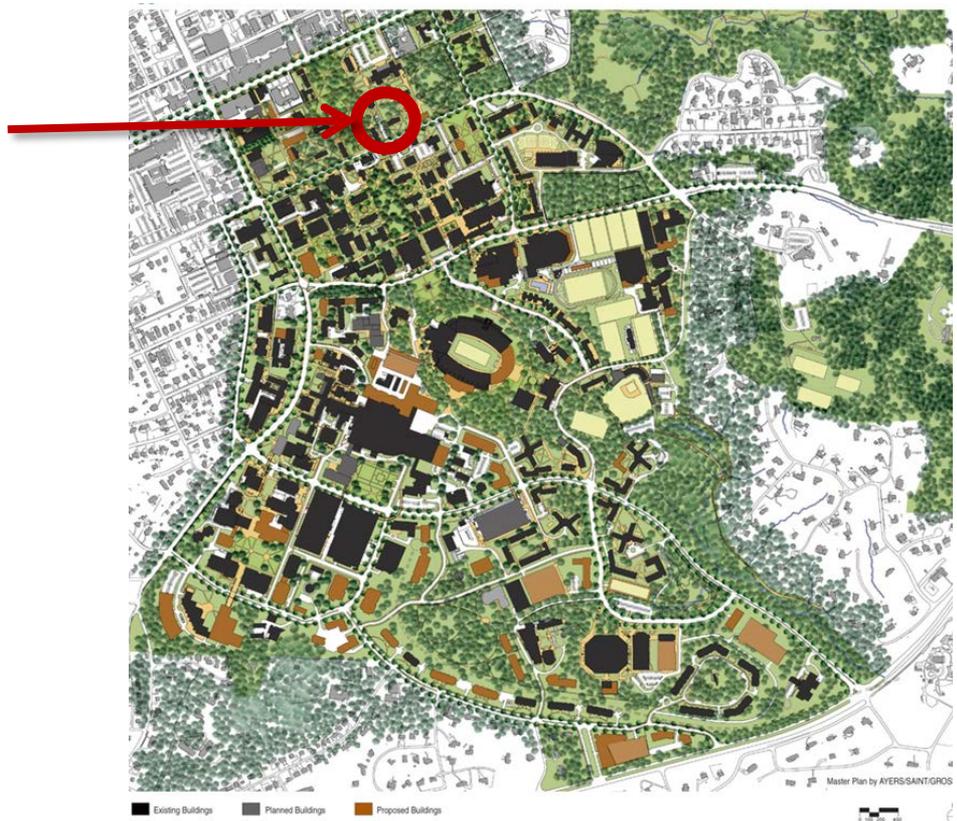
A motion to approve the three firms in the following priority order:

1. Huffman Architects Raleigh, NC
2. RND Architects Durham, NC
3. Anegram Studio, PA Raleigh, NC



New East Elevator

PROJECT LOCATION

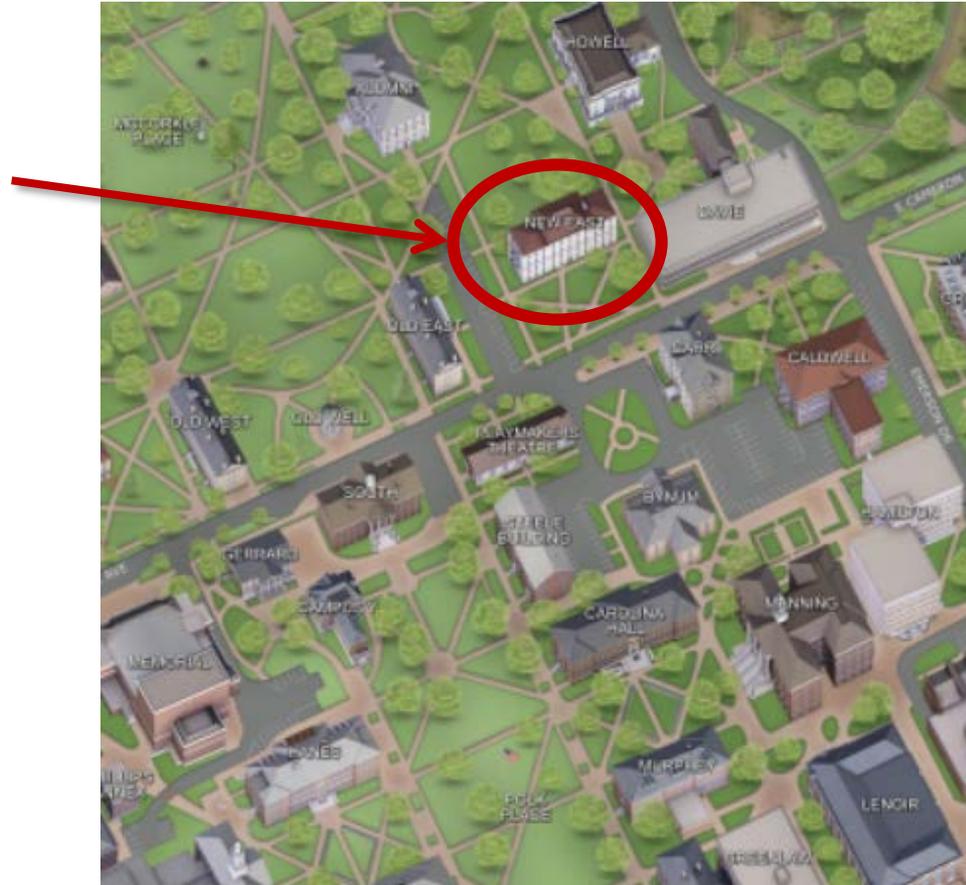


2006 CAMPUS MASTER PLAN



New East Elevator

PROJECT LOCATION



CAMPUS MAP



N

April 4, 2017
Tom Loter, AIA, LEED AP
Department of Facilities Planning + Design
103 Airport Drive; Suite 202, Campus Box #1090
The University of North Carolina at Chapel Hill
Chapel Hill, North Carolina 27599

RE: University of North Carolina at Chapel Hill - New East Elevator

Dear Mr. Loter:

Thank you for the opportunity to submit our qualifications for Architectural and Engineering Services for the University of North Carolina at Chapel Hill - New East Elevator project. Huffman Architects has worked on numerous elevator projects including elevator modernization projects within the Wake County Courthouse and Wake County Office Building and the addition of an elevator within the R.J. Blackley ADATC. Through our past experiences with historic buildings and my serving on the City of Raleigh Historic Development Commission for six years, we are well suited for working within the New East building.

We understand the challenges of working in an existing facility,
potential code concerns, accessibility requirements,
and space limitations to name a few.

Extensive on-site field verification prior to starting the design phases minimizes conflicts and allows for proper time to address issues. Our attention to careful programming and space planning yields the most efficient use of departmental space.

Our team has a long history of creating beautiful, cost effective, and environmentally friendly facilities. Our clients will attest to our ability to meet project goals while remaining on time and within budget. Every team member shares a deep commitment to working with UNC Facilities Planning + Design, the Department of City and Regional Planning, and the College of Arts and Sciences to create a successful project. The Huffman Architects project team is fully licensed in North Carolina. We are excited to partner with the following consultants:

- Lysaght & Associates
- Sigma Engineered Solutions
- Mulford Cost Management
- EEC, Inc.
- Structural Engineering
- Systems Engineering (PME+FP)
- Cost Estimating
- Asbestos Abatement

All consultants will be contracted directly with Huffman Architects. If required additional consultants can be added as needed.



Huffman Architects will act as the Architect of Record, providing full Architecture and Interior Design services, as well as project management, to lead a dedicated team that ensures:

RENOVATION WORK
represents

75%

of our workload

- An inclusive, collaborative approach
- Owner engagement in the design process
- Depth of renovation experience
- Experience working in historic buildings
- Creation of functional, long lasting + attractive facilities
- Interior design expertise in programming + space needs assessments
- A long standing commitment to LEED/sustainable design
- An exceptional level of service
- Strength in project management + construction administration
- A North Carolina based + fully licensed team

Huffman Architects utilizes AutoDesk's Revit Software, which allows the firm to design in 3D. 3D models also help the owner better visualize their new spaces and make more informed decisions earlier in the design process.

Our design process will also include on-site charrettes that are very interactive and are tailored to each specific project. We explore alternative designs to help determine the best direction for the project. The goal is to reach consensus with all team members through dialogue and exploration.

We have had many projects bid recently and understand the current construction climate. Our team is exceptional in Construction Administration. We use a variety of tracking measures to make sure that the project is completed on time.

Our team will give you 100% to provide a successful project and has proven this commitment on numerous past renovation projects. I will lead our team as Project Manager, and my contact information is below.

Thank you for your consideration.
Sincerely,



Miranda Potthoff, AIA, LEED AP BD+C

MIRANDA POTTHOFF
can be reached at:
(919) 270-6455
miranda@huffmanarch.com

HUFFMAN ARCHITECTS
632 Pershing Road
Raleigh, NC 27608

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER
01

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

Wake County Courthouse Elevator Modernization - Raleigh, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2014

CONSTRUCTION (If applicable)
Under Construction

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wake County

b. POINT OF CONTACT NAME

Patrick McHugh

c. POINT OF CONTACT TELEPHONE NUMBER

919.856.6357

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Huffman Architects, PA is architectural consultant to HDM Associates for the modernization of the four public elevators located in the fourteen story Wake County Courthouse. Built in the early 1960's, the elevators were in need of a complete upgrade including all equipment, controls, finishes, and lighting. Being in an occupied building and to allow for a minimal of disruption for users of the Courthouse, all work is done at night with only one elevator taken out of service at a time. The cab interiors were upgraded with durable and easy to maintain finishes that present a handsome modern aesthetic. The flooring for the cabs is precast terrazzo matching the flooring throughout the facility. Stainless Steel was used for all other cab finishes including mesh Forms + Surfaces wall panels. A digital directory and LED lighting was also incorporated into the cabs. New hall lanterns, hall call stations, and card readers were installed on all 14 floors with no disruption to existing elevator lobby finishes. The modernization is scheduled to be completed in early summer 2017.

COMPLETION DATE:
Under construction

CONSTRUCTION COST:
\$2,106,264.00

SIZE:
4 Elevator Cabs

SERVICES PROVIDED:
Architectural Design
Interior Design
Construction Administration

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Huffman Architects	Raleigh, NC	Project Architect, Consultant
b.	Lysaght and Associates	Raleigh, NC	Structural Engineer
c.	EEC, Inc.	Raleigh, NC	Asbestos and Hazardous Materials Study

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER
02

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

Wake County Office Building Elevator Modernization - Raleigh, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2012

CONSTRUCTION (If applicable)
2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wake County

b. POINT OF CONTACT NAME

Patrick McHugh

c. POINT OF CONTACT TELEPHONE NUMBER

919.856.6357

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The Wake County Office Building is located on Fayetteville Street in Raleigh. It was the first high rise building built in downtown Raleigh and is believed to have been constructed in the 1940's. The building includes six elevators and after many years of heavy use the owner concluded that they were in need of operational repair as well as redesign of the finishes and lighting of the elevator cabs.

The interiors of the cabs were completely renovated with new finishes that were durable and easy to maintain. The overall intention of the cab design was based on using materials that visually related to the existing building lobby. The lobby included salmon colored stone panels as well as brass elements. These same elements became the walls of the cabs. To ensure that the panels would match the ones in the lobby, Dan Huffman flew to Dallas to select and reserve the actual panels to be used. Terrazzo was chosen for the flooring and since finishing poured terrazzo in a small space was difficult and expensive, precast terrazzo panels were used with brass divider strips. LED lighting was utilized in the ceilings. New hall lanterns were replaced as well as the exterior and interior door panels.

COMPLETION DATE:
2013

CONSTRUCTION COST:
\$298,900.00

SIZE:
6 Elevator Cabs

SERVICES PROVIDED:
Architectural Design
Construction Administration

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME
a. Huffman Architects

(2) FIRM LOCATION (City and State)
Raleigh, NC

(3) ROLE
Project Architect, Lead Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
03

21. TITLE AND LOCATION (City and State)

R.J. Blackley ADATC Renovations - Butner, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2009

CONSTRUCTION (If applicable)
2011

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

North Carolina Dept. of Health + Human Services

b. POINT OF CONTACT NAME

Rodney Axtman

c. POINT OF CONTACT TELEPHONE NUMBER

919.279.1462

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The R. J. Blackley building was an existing facility that was renovated to house alcohol and drug addiction patients. A program study was initiated for the new use, identifying the need for another elevator. The new elevator allowed the staff to separate travel paths of the two patient groups that the renovation would house. Possible locations for the new elevator were discussed with the client and the staff, identifying the structural and mechanical challenges of each location as well as cost implications. Since the original DHHS budget did not include an elevator it was extremely important to work with the existing building structure to locate the new elevator shaft.

Durable finishes were chosen for the elevator to ensure longevity as well as ease of maintenance in a facility that has abuse prone patients.

COMPLETION DATE:
2010

CONSTRUCTION COST:
\$3,226,800.00

SIZE:
88,300 sqft

SERVICES PROVIDED:
Architectural Design
Interior Design
Construction Administration

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Dan Huffman while Principal at Cherry Huffman Architects - Completed at Dan Huffman Architecture	Raleigh, NC	Project Architect, Lead Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER
04

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

UNC Cheek Clark Structural Repair and Renovation - Chapel Hill, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2017

CONSTRUCTION (If applicable)
Anticipated 2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

University of North Carolina at Chapel Hill

b. POINT OF CONTACT NAME

Amy Dean

c. POINT OF CONTACT TELEPHONE NUMBER

919.812.3571

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



COMPLETION DATE:

Anticipated 2018

CONSTRUCTION COST:

Approx. \$3.6 m

SIZE:

24,000 sqft

SERVICES PROVIDED:

Architectural Design

Interior Design

Construction Administration

The UNC Cheek Clark Structural Repair and Renovation project consists of renovating the Cheek Clark building into shared office space for the Housekeeping and Building Services Departments. The existing wood trusses will be exposed to add an element of history and character to the building. The renovation includes structural repair, a new roof, new open offices, a break room with touch down space and computer kiosks, and training and conference space. Huffman Architects is leading the team to provide full architecture, PME&FP, cost estimating, and site/civil services for the project.

The new building layout is designed to take advantage of natural lighting in both office and public spaces. Existing windows will be enlarged and new windows added to introduce natural lighting throughout the facility. Insulation will be added to the roof to increase the building's energy efficiency. Along with efficient LED light fixtures, the existing mechanical controls and valves will be replaced to provide better use of the existing systems. Low VOC and high recycled content products will be specified throughout.

The facility is to remain occupied by two of the three departments housed in it during renovation, requiring a multiphased construction period. The phasing was structured to maintain safe egress and access to working, break rooms and restrooms at all times.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Huffman Architects	Raleigh, NC	Project Architect, Lead Consultant
b.	Lysaght and Associates	Raleigh, NC	Structural Engineer
c.	Sigma Engineered Solutions	Raleigh, NC	PME+FP

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
05

21. TITLE AND LOCATION (City and State)

Wake County Cameron Village Library - Raleigh, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2003

CONSTRUCTION (If applicable)
2005

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wake County

b. POINT OF CONTACT NAME

Mark Forestieri, Director Wake County FD&C

c. POINT OF CONTACT TELEPHONE NUMBER

919.856.6356

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The Cameron Village Library* is the flagship library of the county system. Dan Huffman provided quality control for the construction documents and construction administration services. The existing building was built on the lowest edge of the shopping center with two basement levels. To meet library space requirements another story was added to the existing building. Additional footings and columns were added to accommodate the added floor and to meet current code requirements. A new glass elevator was installed in the library entrance atrium to connect the two library levels. The original building had been constructed with obscure building systems and materials from the early 1950's, creating challenges for the design team and the contractor. The front of the library was designed with large glass areas creating a "window on the world" appearance. A butterfly shaped roof monitor brings natural light deep into the library. The library has been well received by the community and has become a popular destination.

COMPLETION DATE:
2005

CONSTRUCTION COST:
\$4,999,822**

SIZE:
36,000 sqft

SERVICES PROVIDED:
Architectural Design
Interior Design
Construction Administration

*Dan Huffman was the principal in charge of construction management while at Cherry Huffman Architects

**Construction cost does not include abatement costs, or cost to complete the basement sprinkler system that serves the rest of the building, done by separate contract.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Cherry Huffman Architects	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Project Architect, Lead Consultant
b.	(1) FIRM NAME Lysaght and Associates	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Structural Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER
06

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

Burning Coal Theatre - Raleigh, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2008

CONSTRUCTION (If applicable)
2008

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Burning Coal Theatre Company

b. POINT OF CONTACT NAME

Jerome Davis, Creative Director

c. POINT OF CONTACT TELEPHONE NUMBER

919.834.4001

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



COMPLETION DATE:
2008

CONSTRUCTION COST:
\$890,000

SIZE:
6,400 sqft

SERVICES PROVIDED:
Architectural
Interior Design
Construction Administration

Miranda D Potthoff, AIA managed this project from design through construction at Cherry Huffman Architects.

The existing auditorium of the historic Murphy School was rehabilitated to create a flexible theater space for Burning Coal Theatre Company, known for their creative and artistic presentations of plays. The work included a new lobby/gathering space with a repurposed bar, dressing rooms, seating mezzanine and office spaces for the company. The sloped floor of the existing auditorium was excavated to achieve enough height to suspend the seating mezzanine from the existing roof structure.

This project required approvals from the Raleigh Historic Development Commission and the State Historic Preservation Office to locate a new main entrance on the side of the building while maintaining the historic character defining features of the old main entrance facing the street. Existing windows were repaired and new windows and doors were selected to match the details of existing openings. The original proscenium was also preserved and reinstalled on one wall in the space.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Miranda Potthoff while at Cherry Huffman Architects	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Project Architect, Lead Consultant
b.	(1) FIRM NAME Lysaght and Associates	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Structural Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER
07

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

Hawks Art and Enterprise Center - Goshen, IN

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2013

CONSTRUCTION (If applicable)
2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

La Casa, Inc.

b. POINT OF CONTACT NAME

Brad Hunsberger

c. POINT OF CONTACT TELEPHONE NUMBER

574.533.4450

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



COMPLETION DATE:
2015

CONSTRUCTION COST:
\$6m

SIZE:
44,000 sqft

SERVICES PROVIDED:
Architectural
Interior Design
Construction Administration

Miranda D. Potthoff, AIA managed this project from design through construction documentation while at RATIO Architects.

The Hawks Furniture Factory was originally constructed in 1868 along the bank of the Millrace Canal in Goshen, IN. In the recent past, the building sat vacant for a number of years; the windows were boarded up and the roof received water damage after every rain. In 2013, La Casa, Inc. a development company of low income housing, began the process to adaptively reuse the building and create a community for local artists to live and work in the space. The building now contains thirty-five 1 and 2 bedroom units that include studio space for the artists living there. Communal display spaces throughout the lobby and corridors bring the community together by hosting gallery walks to display the art created there.

The exterior brick walls and wood structure of the building remain and were refinished during the renovation process. The roof and windows were replaced to address the extensive water damage. New clean finishes selected for the interior contrast nicely with the exposed wood structure and brick walls. While each residential unit contains the same amenities, they are also each unique depending on the existing building features contained in each space. New skylights and solar tubes were also installed to provide adequate daylighting to interior studio spaces.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

a. **Miranda Potthoff while at RATIO Architects**

(2) FIRM LOCATION (City and State)

Raleigh, NC

(3) ROLE

Project Architect, Lead Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
08

21. TITLE AND LOCATION (City and State)

St. John's Baptist Church Addition and Renovation - Raleigh, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2013

CONSTRUCTION (If applicable)
2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. John's Baptist Church

b. POINT OF CONTACT NAME

Dr. Richard Wynne, Pastor (Retired)

c. POINT OF CONTACT TELEPHONE NUMBER

919.610.1738

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



This project is a renovation to the sanctuary, offices, fellowship hall and classrooms of the church. Also the project includes an addition to the front entry of the sanctuary adding interior space to the vestibule as well as making an ADA accessible ramp from the drop off area to the front doors.

A new canopy of laminated wood beams and columns covers attendees from the drop off point to the front doors. The interior of the sanctuary has been re-designed to bring in more light from expanded windows and have increased space in the choir and altar platform. A new lighting control system along with new LED cove fixtures increases light levels making the wood ceiling glow. The new lighting decreases energy consumption as well as adds many new possible lighting schemes for different events.

In the Fellowship Hall all new lighting and finishes were installed, as well as a new movable partition wall for dividing the space when necessary.

COMPLETION DATE:
2015

CONSTRUCTION COST:
\$1.45m

SIZE:
17,735 sqft

SERVICES PROVIDED:
Architectural
Interior Design
Construction Administration

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Huffman Architects	Raleigh, NC	Project Architect, Lead Consultant
b.	Lysaght & Associates	Raleigh, NC	Structural Engineer
c.	EEC, Inc.	Raleigh, NC	Asbestos and Hazardous Materials Study

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER
09

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

21. TITLE AND LOCATION (City and State)

Wake County Middle Creek Community Library - Apex, NC

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2016

CONSTRUCTION (If applicable)
2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wake County

b. POINT OF CONTACT NAME

Patrick McHugh

c. POINT OF CONTACT TELEPHONE NUMBER

919.856.6357

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



On March 4, 2017 Huffman Architects helped open to the public Wake County's newest community library. It was designed around five concepts that we feel drive modern library design. These are: Integration of Technology, the Library as a Community Center, Ability to Address All Age Groups, Flexibility of Use and Thoughtful Space-planning. In conjunction with these concepts, we used passive sustainable strategies, such as building orientation, views and shading devices to save costs, while creating a building that is skillfully integrated with its site and surroundings.

The library is made up of three predominant areas. The largest is the main reading room designed with an open plan that allows free views throughout the space for staff and patrons. This space has large floor to ceiling windows on the North and South with large overhangs. Using the book shelves themselves, space is divided into Children's, Youth and Adult books. Study and reading areas occupy the perimeters of the main space. Through thoughtfully-arranged furniture and minimal partitions, the story time area is acoustically separated from the rest of the space. The two remaining areas of the library consist of solid blocks of space with punched openings. One houses staff offices, a break room, book drop and a workroom. The other houses restrooms, a copy area and mechanical space. These volumes serve as counter points to the more open floor plan of the book and reading room. They are also used to help separate the youth areas from the adult reading areas.

COMPLETION DATE:
2017

CONSTRUCTION COST:
\$3+ million

SIZE:
8,900 sqft

SERVICES PROVIDED:
Architectural Design
Interior Design
Construction Administration

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Huffman Architects	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Project Architect, Lead Consultant
b.	(1) FIRM NAME Lysaght and Associates	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Structural Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
10

21. TITLE AND LOCATION (City and State) NCSU Administrative Service I (Formerly University Graphics), Raleigh, NC	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2004	CONSTRUCTION (If applicable) 2005

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER North Carolina State University	b. POINT OF CONTACT NAME Lisa Maune	c. POINT OF CONTACT TELEPHONE NUMBER 919.513.0400
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



This extensive renovation at North Carolina State University was headed by Eric Sowers as project manager while at Cherry Huffman Architects. The project consisted of adding two new departments to the building that were designed to serve students in a much more public way. This demanded an approach that would be able to accommodate a much larger number of people. Extensive programming was done to reorganize the space, including adding a new canopy to create a more welcoming approach for students and visitors. Circulation within the building was re-addressed as well. This phased renovation included upgrading the building to ensure code compliance, adding a sprinkler system to the entire building and updating the electrical, HVAC, telecommunications and data systems.

COMPLETION DATE:
2005

CONSTRUCTION COST:
Approx. \$1,600,000

SIZE:
28,000 sqft

SERVICES PROVIDED:
Project Management
Architectural Design
Interior Design
Construction Administration

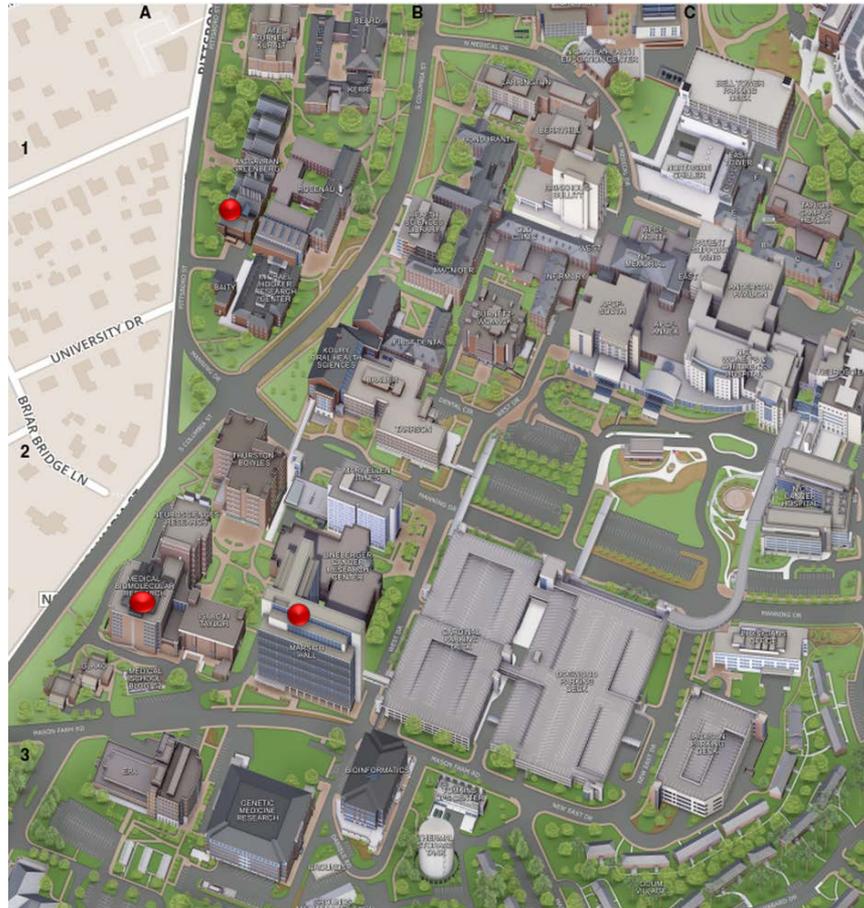
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Eric Sowers while Project Manager at Cherry Huffman Architects	(2) FIRM LOCATION (City and State) Raleigh, NC	(3) ROLE Project Architect, Lead Consultant
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Berryhill Vivarium Migration

PROJECT LOCATIONS ●



CAMPUS MAP





150 Golden Dr. Suite 200
 Durham, NC 27705
 p. 919-383-2535
 f. 919-382-0044
 www.ctwilson.com

COMPANY PROFILE

CT WILSON CONSTRUCTION

Charles T. Wilson, Sr. organized C.T. Wilson Construction Company in 1952 to perform general contracting services in and around Durham, NC. C.T Wilson works for both public and private sector clients and has developed a reputation for honesty, high quality and excellent customer service over its history.

The Company was incorporated in 1955 in the state of North Carolina. Charles T. Wilson, Jr. and Charles T. Wilson, III have been the sole stockholders since 1996.

C.T Wilson Construction Company adds value to the project by performing pre-construction services, which include budgeting and master planning, site logistics and analysis, cost estimating, value engineering, preliminary scheduling and phasing, constructability assessments, and digital construction services if requested.

With every project, C.T. Wilson Construction proves transparent, trustworthy, and capable. C.T. Wilson offers comprehensive general contractor and construction management services, personal attention by experienced senior staff, and a commitment to quality recognized throughout North Carolina. C.T. Wilson is honored to be recognized the Carolina AGC Pinnacle Award for Best General Contractor.

Owners and architects trust C.T. Wilson's skill and dedication when tackling complex projects — everything from healthcare facilities, government and education buildings, to historic renovations and restorations. Our dedicated project managers expertly balance owner and architect requirements with sound decision making, offering wise counsel from pre-construction through project completion.

Seventy Five percent of the projects done by C.T Wilson over the last 40 years have involved additions to and renovations of existing, occupied buildings. We understand that the needs and safety of the building occupants are the most important aspect of the project and plan well to make sure the construction is done with as little impact to the client as possible.

With almost 100 full time employees ranging from Management to Field employees we have extensive experience with all aspects of the construction process. The ability to self-perform work allows us to be more flexible than most of our competitors and enables us to better serve you, the client.

Winner of Carolinas AGC's
 2009 Pinnacle Award For
 Best General Contractor



YEAR	NUMBER OF PROJECTS	PROJECT TOTALS
2016	60	\$ 68,607,476
2015	49	\$ 33,751,573
2014	39	\$ 30,396,779
2013	29	\$ 23,919,630
2012	49	\$ 23,514,496



BUDGET: \$2,709,275
PROJECT YEAR: 2015
DURATION: 480 DAYS

PREVIOUS EXPERIENCE

UNC VIVARIUM TAYLOR HALL



LOUVERS

The UNC Vivarium space is a research lab for students on the ground floor of Taylor Hall at UNC Chapel Hill School of Medicine. This project started out as a 1200 sq. ft. renovation, but grew to encompass the entire basement floor of the building. The total square footage ended up being roughly 7,500 sq. ft. New equipment included an autoclave for utensil sterilization and a new cage wash machine. The electrical and mechanical systems were upgraded, louvered exterior intake enclosures were added, and a new lighting control system was installed. Finishes Included new epoxy flooring, painting, casework, and FRP doors for easy maintenance.

This work took place in occupied academic and research facilities centrally located on the university campus. All work was closely coordinated with research timelines and various other operations of the occupants.



CAGE WASH

Owner:	University of North Carolina At Chapel Hill 103 Airport Drive Box #1090 Chapel Hill, NC 27599 Randy Allen 919-843-0737 erallen2@email.unc.edu
Architect:	Wagner Architecture Kim Wagner 81192 Elam Court, New Hill, NC 27562 919-612-5050 kwagner@wagnerarch.com
Plumbing:	Quality Mechanical Contractors
Mechanical:	Hockaday Mechanical
Electrical:	JC Electric

ATTACHMENT G

DESIGN APPROVAL – WOMEN’S FIELD HOCKEY FACILITY

This project will construct a new 950 seat stadium, 9,800 square foot team facility, playing field and press box for Women’s Field Hockey.

The project budget is \$14,186,500 and will be funded by the Educational Foundation.

The Board of Trustees received the preliminary design at its March, 2017 meeting.

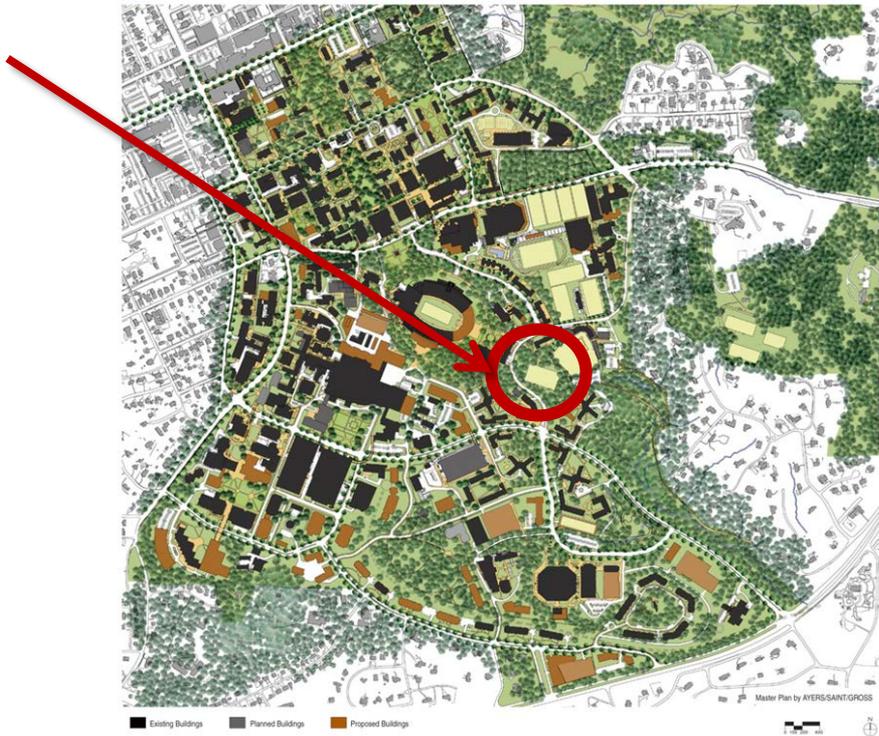
RECOMMENDED ACTION:

A motion to approve the design.



Women's Field Hockey Team Facilities

PROJECT LOCATION



2006 CAMPUS MASTER PLAN



Women's Field Hockey Team Facilities



PROJECT
SITE



N

SITE PLAN





Women's Field Hockey Team Facilities



12

FIELD HOCKEY

  CONFIDENTIAL
NOT FOR EXTERNAL DISTRIBUTION
28 FEBRUARY 2017 



Women's Field Hockey Team Facilities



RIDGE ROAD VIEW



Women's Field Hockey Team Facilities



16

FIELD HOCKEY SEATING

  CONFIDENTIAL
NOT FOR EXTERNAL DISTRIBUTION
28 FEBRUARY 2017 



Women's Field Hockey Team Facilities



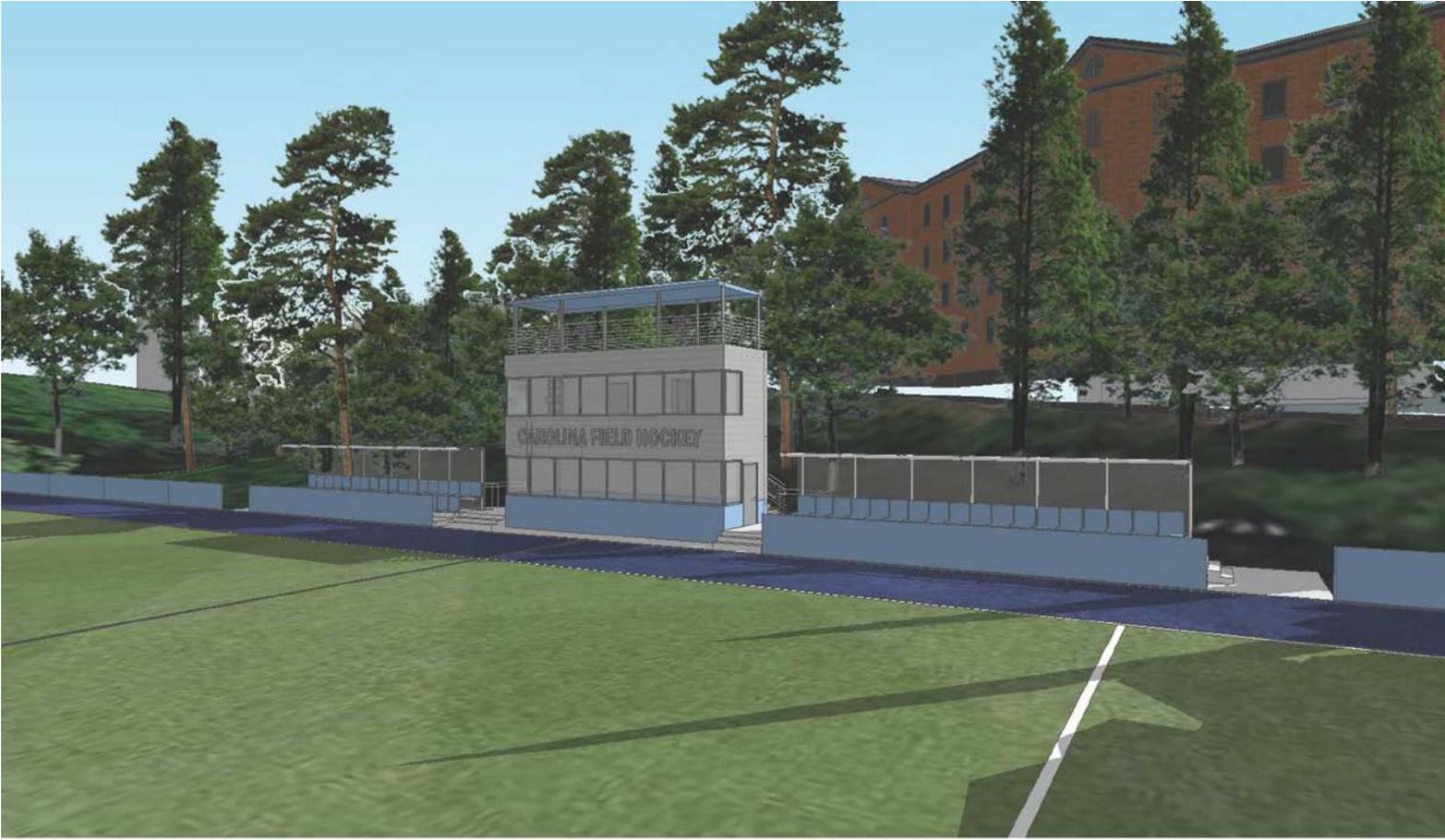
23

CONCOURSE

  CONFIDENTIAL
NOT FOR EXTERNAL DISTRIBUTION
16 FEBRUARY 2017 



Women's Field Hockey Team Facilities



18

FIELD HOCKEY PRESS BOX

  CONFIDENTIAL
NOT FOR EXTERNAL DISTRIBUTION
28 FEBRUARY 2017 

ATTACHMENT H

PROPERTY ACQUISITION BY DEED – UNC MOUNTAIN AREA HEALTH EDUCATION CENTER (MAHEC) CAMPUS – ASHEVILLE

This request is to acquire approximately one-half acre of land located on the Hendersonville Road MAHEC Campus in Asheville. The property is currently owned by MAHEC and is required to be transferred to the University in order to execute construction contracts for a new 36,000 SF facility on the campus. There is no consideration for this property transfer.

RECOMMENDED ACTION:

A motion to recommend approval to acquire land by deed as described above.



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

INTERNAL AUDIT CHARTER

The purpose of the University of North Carolina at Chapel Hill's (University) internal audit department is to provide independent, objective assurance and consulting services designed to add value and improve the University's operations. The mission of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The internal audit department helps the University accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of governance, of risk management, and control processes.

Standards for Internal Auditing

The internal audit department will govern itself by adherence to the mandatory elements of *The Institute of Internal Auditors' International Professional Practices Framework*, including the *Core Principles for the Professional Practice of Internal Auditing*, the *Code of Ethics*, the *International Standards for the Professional Practice of Internal Auditing (Standard, <,)*, and the *Definition of Internal Auditing*. In addition, the Department will adhere to the University's relevant policies and procedures and the Department's *Policies and Procedures Manual*.

The chief audit officer will report periodically to senior management and the Finance, Infrastructure, and Audit Committee (FIA Committee) of the University's Board of Trustees (Board) regarding the internal audit department's conformance to the *Code of Ethics* and the *Standards*.

Role

The Department is governed by the Finance Infrastructure, and Audit Committee (FIA Committee) of the University's Board of Trustees (Board). The internal audit department's responsibilities are defined by the Board as part of its oversight role.

Authority

The Chief Audit Officer reports functionally to the Chair of the FIA Committee and administratively (i.e. day to day operations) to the Chancellor of the University.

To establish, maintain, and assure that the University's internal audit department has sufficient authority to fulfill its duties, the FIA Committee will:

- Approve the internal audit charter;
- Approve the risk-based internal audit plan;
- Receive communications from the Chief Audit Officer on the internal audit department's performance relative to its plan and other matters;
- Approve decisions regarding the appointment and removal of the Chief Audit Officer; and
- Make appropriate inquiries of management and the Chief Audit Officer to determine whether there is inappropriate scope or resource limitations.



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

INTERNAL AUDIT CHARTER

The Chief Audit Officer will communicate and interact directly with the Board including in executive sessions and between Board meetings as appropriate.

The FIA Committee authorizes the internal audit department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the University, as well as other specialized services from within or outside the University, in order to complete the engagement.

Independence and Objectivity

The chief audit officer will ensure that the internal audit department remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the chief audit officer determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other department that may impair an internal auditor's judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the University or its affiliates.
- Initiating or approving transactions external to the internal audit department.
- Directing the activities of any the University employee not employed by the internal audit department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the chief audit officer has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

INTERNAL AUDIT CHARTER

- Exhibit professional objectivity in gathering, evaluating, and communicating information about the department or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The chief audit officer will confirm to the FIA Committee, at least annually, the organizational independence of the internal audit department.

The chief audit officer will disclose to the FIA Committee any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Scope of Internal Audit Activities

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the FIA Committee, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the University. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the University's strategic objectives are appropriately identified and managed.
- The University promotes governance, ethics, and integrity and communicates risk and control information;
- The actions of the University's officers, directors, employees, and contractors are in compliance with the University's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the University.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The chief audit officer will report periodically to senior management and the FIA Committee regarding:

- The internal audit department's purpose, authority, and responsibility.
- The internal audit department's plan and performance relative to its plan.
- The internal audit department's conformance with The IIA's *Code of Ethics* and *Standards*, and action plans to address any significant conformance issues.



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

INTERNAL AUDIT CHARTER

- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the FIA Committee.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the University.

The chief audit officer also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit department may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the internal audit department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

Reporting and Monitoring

The Chief Audit Officer or a designee will prepare a written report following the conclusion of each internal audit project other than small consulting projects. Audit reports and close-out letters will be distributed to appropriate members of University management, all members of the Board, UNC General Administration, and the Council of Internal Auditing.

Internal audit reports will typically include management's response regarding corrective action taken or to be taken in regard to the specific findings. Management's response should include a timetable for anticipated completion of planned corrective action and an explanation for any findings that will not be corrected. If management elects not to correct a finding, its response should include a statement accepting the risk from choosing not to address a reported condition.

The internal audit department will be responsible for appropriate follow-up on audit findings. All reported findings will remain in an open issues file until cleared.

Responsibility

The chief audit officer has the responsibility to:

- Submit, at least annually, to senior management and the FIA Committee a risk-based internal audit plan for review and approval.
- Communicate to senior management and the FIA Committee the impact of resource limitations on the internal audit plan.
- Review and adjust the internal audit plan, as necessary, in response to changes in the University's business, risks, operations, programs, systems, and controls.



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

INTERNAL AUDIT CHARTER

- Communicate to senior management and the FIA Committee any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the FIA Committee any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the internal audit department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensure trends and emerging issues that could impact the University are considered and communicated to senior management and the FIA Committee as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the internal audit department.
- Ensure adherence to the University's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the FIA Committee.
 - Ensure conformance of the internal audit department with the *Standards*, with the following qualifications: If the internal audit department is prohibited by law or regulation from conformance with certain parts of the *Standards*, the chief audit officer will ensure appropriate disclosures and will ensure conformance with all other parts of the *Standards*.
 - If the *Standards* are used in conjunction with requirements issued by the U.S. Government Accountability Office (GAO), often referred to as *The Yellow Book*, the chief audit officer will ensure that the internal audit department conforms with the *Standards*, even if the internal audit department also conforms with the more restrictive requirements of the GAO.

Quality Assurance and Improvement Program

The internal audit department will maintain a quality assurance and improvement program that covers all aspects of the internal audit department. The program will include an evaluation of the internal audit department's conformance with the *Standards* and an evaluation of whether internal auditors apply the IIA's *Code of Ethics*. The program also assesses the efficiency and effectiveness of the internal audit department and identifies opportunities for improvement.

The chief audit officer will communicate to senior management and the FIA Committee on the internal audit department's quality assurance and improvement program, including results of



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

INTERNAL AUDIT CHARTER

internal assessments (both ongoing and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the University.

Approved this 25th day of May, 2017


Carol L. Folt, Chancellor


Haywood D. Cochrane
Chair, Finance, Infrastructure, and Audit Committee of the UNC-CH Board of Trustees


Phyllis C. Petree, Chief Audit Officer

REPORT TO THE FINANCE,
INFRASTRUCTURE, AND
AUDIT COMMITTEE
OF THE
BOARD OF TRUSTEES

Internal Audit Department

University of North Carolina
at Chapel Hill

May 24, 2017

UNC - CHAPEL HILL
INTERNAL AUDIT DEPARTMENT
SUMMARY OF AUDIT ACTIVITIES AND PROJECTS COMPLETED AND IN PROCESS
DECEMBER 24, 2016 TO APRIL 16, 2017

STAFFING UPDATE

Pat Crabtree, Advanced Auditor, retired on March 31, 2017. She had been with UNC-CH Internal Audit for 10 years. Her retirement was not anticipated. Interviews to fill this vacancy were done May 9, 2017. We hope that the new hire can start work before the end of the fiscal year.

Pattie Smith, former Director of Internal Audit for Elizabeth City State University, will be working as a temporary employee in Internal Audit for the next few months.

Ms. Crabtree's retirement and delays in filling vacancies will affect completion of the 2016/17 audit plan.

COMPLETED PROJECTS

Radiology 2016 – management request - review of travel costs paid to and other reimbursements requests made by a faculty member. We questioned costs related to several trips the faculty member took between September 2010 and September 2016. We also questioned a request the faculty member made for reimbursement of legal costs; the reimbursement was not made. There were two interim reports for this project. One, dated October 20, 2016, related to the faculty member's travel costs. The second, dated November 14, 2016, presented information about the request for reimbursement of legal costs.

Results of the Radiology audit contributed to our report related to tax issues associated with employee travel.

Orthodontics – assistance to management with a review of processes and transactions related to acquisition of dental molds and implants for patient care and instructional purposes. We found that two cases of conflict of interest involving labs used to produce dental molds for Orthodontics and the need for better processes related to how dental labs are selected to provide services. The University no longer does business with the labs involved and one of the employees who had the conflict of interest is no longer with the University. The School of Dentistry is updating its processes for approving new vendors.

Radiology Follow-up – assistance to management with subsequent procedures related to the Radiology 2016 audit.

Communications – assistance to management.

IN PROCESS

Facilities Use of Consortiums – review of potential for use of repair and renovations services procured under the National Joint Powers Alliance. Draft report is being reviewed by management and will be issued the week of May 8th.

School of Government – review of contracts and the relationship between the School and an outside entity that provides redevelopment project management services. This review identified undisclosed

UNC - CHAPEL HILL
INTERNAL AUDIT DEPARTMENT
SUMMARY OF AUDIT ACTIVITIES AND PROJECTS COMPLETED AND IN PROCESS
DECEMBER 24, 2016 TO APRIL 16, 2017

conflicts of interest and commitment and advance payment for services. Draft report is being reviewed by management.

Carolina Center for Education Excellence – management request – an assessment of financial matters related to a community program run by the School of Education including revenue levels and matching of revenue and costs. Draft report is being reviewed by management.

Clery Act Reporting – a review of processes used to manage notifications and reporting required by the “Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act”. This project has been delayed by time-sensitive projects requested by management.

Historically Under-utilized Business Program – a review of processes used to promote and encourage full and open competition, promote equal access to contracting opportunities among the various contractors and vendors that do business with the University, and ensure compliance with policy reporting requirements related to this program. This project has been delayed by time-sensitive projects requested by management.

Follow-up of Prior Internal Audit Findings – a review and evaluation of steps that management has taken to resolve issues reported from past audits. Standard **2500 – Monitoring Progress** of the *International Standards for the Professional Practice of Internal Auditing* requires that “the chief audit executive must establish and maintain a system to monitor the disposition of results communicated to management.”

Nutrition Research Institute – a review of allegations of incorrect purchasing practices and use of requisitions when needed. Project is in early stages; we have not determined the likely validity of the allegations.

Center for Civil Rights – Assistance to management in reviewing allocations of shared costs.

Anesthesiology 2017 – assistance to management in following-up on allegations referred by the Office of the State Auditor.

Law – Teaching Loads – follow-up related to report of teaching loads that were not in keeping with School policy. The allegations do not have merit.

ON-GOING ADVISORY PROJECTS AND COMMITTEE WORK

- CERTIF – committee work done to assist with managing compliance with payment card industry standards.
- HIPAA Privacy Liaisons;
- University-wide Committee on the Protection of Personal Data;
- Internal Control and Governance Committee;
- Policy Liaisons;
- Compliance Strategy Committee; and
- Multiple short-term projects done to assist management with identifying and managing risks.

**UNC Internal Audit
Use of Audit Resources
Summary of Audit Hours Used - FY 2017 as of 04/16/17**

	<u>Budgeted</u>	<u>Pro-Rated Budget -5-</u>	<u>Hours Charged</u>	<u>Variance (Over)/Under</u>
Total Hours Available -1-	14,560	n/a	n/a	n/a
<u>Less: Vacancies -2-</u>	(3,640)	n/a	n/a	n/a
<u>Less: Training & Professional Development</u>	(420)	(368)	442	(75)
<u>Less: Leave</u>	(2,341)	(2,048)	1,232	817
<u>Less: Other Administrative Time -3-</u>	(1,240)	(1,085)	940	145
Total for Training, Leave, & Administrative	4,001	3,501	2,614	
Hours Available for Projects	6,919			
Routine Audits	1,625	-5-	198	
Annual Projects	1,200	-5-	1,394	
Audit Related -4-	1,580	-5-	968	
Unplanned Projects and Advisory Work	2,800	-5-	2,185	
Total Scheduled/Charged	7,205	-5-	4,746	
Under/<Over> Scheduled	(286)			

-1- = seven staff members at 2080 hours/year

-2- = one vacancy projected to be filled by 09/30/16; another to be filled by end of calendar year; one position projected to be left vacant due to lack of funding.

-3- = meetings, professional reading, and other office activities

-4- = consulting and advisory work, activities that improve audit operations.

-5- = Budgeted hours for four staff members for 26 weeks. Budget for audits and other projects cannot be evenly allocated by week because of planned start dates of individual projects and changes in the number of staff.

UNC Internal Audit

2016/17 Audit Schedule as of 04/16/17

Planned Audits

In Process

Historically Underutilized Business Program
Clery Act Reporting
Assistance with 2017 OSA IT General Controls Audit *replaces access revocation*

Scheduled

Export Controls
Governance - Trustee Orientation

If we can fill the vacant Advanced Auditor position in June, we be able to start one of these projects. Otherwise they will be deferred to FY 2017/18

Cancelled

Access Revocation *replaced with assistance with OSA IT audit*

Annual Projects

Complete

2016/17 Risk Assessment and Audit Plan
2nd Follow-up - 2015 OSA Financial Statement Audit
2016 State Audit
UNC Business Compliance Program 2017

In Process

Follow-up for Prior Internal Audit Findings
Enterprise Resource Planning
2016 OSA Federal Compliance Audit Follow-up

Audit Related

Complete

SACS 2016

In Process

HIPAA Risk Assessment

Deferred to FY 2017/18

Internal QAR

On Going

Audit Manual
Time System
Office Systems
Audit Planning
Audit Committee
Media Requests
Audit Process Improvement
IT Governance Committee & Data Custodian Work
CERTIF
KPI Reporting
Board of Governors' Meetings
HIPAA Security Liaison
Continuous Auditing
University Committee on the Protection of Personal Data
Privacy Liaison
UNCAA Conference Planning

UNC Internal Audit
2016/17 Audit Schedule as of 04/16/17

Special Projects & Management Requests

Complete

Auxiliary Equipment (referral from Office of State Auditor)
Lineberger Cancer Center Grants (referral from Office of State Auditor)
Law - Travel
Law - EPAP
Health Behavior
Maternal and Infant Health
NC Institute of Public Health - assistance to management
Gene Therapy 2016- assistance to management
Associate Director of Policy Management
Radiology 2016
Radiology Follow-up
Communications - assistance to management

In Process

Neurology - NIH (reopened)
Law 2013
Orthodontics
Nutrition Research Institute
Carolina Center for Education Excellence
School of Government
Center for Civil Rights
Facilities Use of Consortiums
Anesthesiology 2017
Law - Teaching Loads

Multiple Short-term Advisory Projects

No.	College/Division	Name	Dept./School	Current Rank	New Rank	Tenure Request Reason	Effective Date	Salary
Personnel Actions								
New Appointments without Tenure								
1	Health Affairs	Emily Gower	Epidemiology	Nominated Associate Professor	Associate Professor		6/1/2017	\$150,000.00
2	Academic Affairs	Jason Davis	Geography	Postdoctoral Scholar	Assistant Professor		7/1/2017	\$78,000.00
3	Academic Affairs	Paul Delamater	Geography	N/A	Assistant Professor		7/1/2017	\$80,000.00
4	Health Affairs	Brian Diekman	Biomedical Engineering	N/A	Assistant Professor		6/1/2017	\$120,000.00
5	Academic Affairs	Samuel Gates	Dramatic Art	N/A	Assistant Professor		7/1/2017	\$68,000.00
6	Academic Affairs	Markus Kohl	Philosophy	N/A	Assistant Professor		7/1/2017	\$75,000.00
7	Academic Affairs	Marisa Marraccini	Education	N/A	Assistant Professor		7/1/2017	\$72,500.00
8	Health Affairs	Brendan O'Connell	Otolaryngology/HNS	Adjunct Assistant Professor	Assistant Professor		6/26/2017	\$250,000.00
9	Health Affairs	Inna Tchivileva	Endodontics	Research Assistant Professor	Assistant Professor		6/1/2017	\$94,212.00
10	Academic Affairs	Aaron Harcus	Music	N/A	Instructor w/Special Provisions		7/1/2017	\$68,000.00
Addition of Joint Appointment without Tenure								
0								
Promotion to Full Professor								
1	Health Affairs	Diane Berry	Nursing	Associate Professor	Professor		7/1/2017	\$97,888.00
2	Academic Affairs	Leisha DeHart Davis	Government	Associate Professor	Professor		7/1/2017	\$127,038.00
3	Health Affairs	Darren DeWalt (appears twice)	Medicine	Associate Professor	Professor		6/1/2017	\$270,000.00
4	Academic Affairs	Florence Dore	English & Comparative Literature	Associate Professor	Professor		7/1/2017	\$91,887.00
5	Academic Affairs	Kara Millonzi	Government	Associate Professor	Professor		7/1/2017	\$131,766.00
6	Academic Affairs	W. Mark Weidemaier	Law	Associate Professor	Professor		7/1/2017	\$149,249.00
Reappointments to the same Rank								
1	Health Affairs	Antonio Amelio	Dental Ecology	Assistant Professor	Assistant Professor		7/1/2018	\$114,999.00
2	Health Affairs	Stacie Dusetzina	Pharmacy/Public Health	Assistant Professor	Assistant Professor		8/1/2018 & 2/1/2018	\$123,627.00
3	Health Affairs	Daniel Gonzalez	Pharmacy	Assistant Professor	Assistant Professor		6/1/2018	\$122,475.00
4	Health Affairs	Lukasz Mazur	Radiation Oncology	Assistant Professor	Assistant Professor		9/1/2018	\$131,950.00
5	Health Affairs	Jessica Zegre-Hemsey	Nursing	Assistant Professor	Assistant Professor		7/1/2018	\$77,955.00
Designation/Reappointments to Departmental Chair								
1	Academic Affairs	James Rives	Classics	Chair	Chair		7/1/2017	\$153,224.00
Designation/Reappointments to Distinguished Professorship								
1	Health Affairs	Ruth Anderson	Nursing	Professor	Kenan Professor		7/1/2017	\$202,000.00
2	Academic Affairs	Robert Babcock	Classics	Professor	Alumni Professor		7/1/2017	\$105,266.00
3	Academic Affairs	Gregory Cizek	Education	Guy B. Phillips Term Professorship	Guy Phillips Term Professorship		7/1/2017	\$118,524.00
4	Health Affairs	Darren DeWalt (appears twice)	Medicine	Associate Professor	John R. & Helen B. Chambliss Distinguished Professor		6/1/2017	\$270,000.00
5	Academic Affairs	Michael Emch	Geography	Professor	W. R. Kenan, Jr. Professor		7/1/2017	\$152,250.00
6	Academic Affairs	Susan Friel	Education	McMichael Term Professorship	McMichael Term Professorship		7/1/2017	\$116,494.00
7	Academic Affairs	Jacqueline Hagan	Sociology	Professor	Kenan Professor		7/1/2017	\$116,988.00
8	Academic Affairs	Sharon Holland	American Studies	Professor	Distinguished Endowed		7/1/2017	\$142,709.00
9	Academic Affairs	Catherine Marshall	Education	Robert Wendell Eaves Professorship	Robert Wendell Eaves Professorship		7/1/2017	\$68,929.00

EXECUTIVE SUMMARY

Board of Trustees

May 25, 2017

No.	College/Division	Name	Dept./School	Current Rank	New Rank	Tenure Request Reason	Effective Date	Salary
10	Academic Affairs	Fabian Monroe	Computer Science	Professor	Kenan Professor		7/1/2017	\$152,591.00
11	Health Affairs	Thomas Shea	Medicine	Professor	John William Pope Distinguished Professorship		6/1/2017	\$303,300.00
12	Health Affairs	Mark Zylka	Cell Biology & Physiology	Professor	W. R. Kenan, Jr. Professor		7/1/2017	\$222,812.00
Actions Conferring Tenure								
Promotion Conferring Tenure								
1	Academic Affairs	Luca Flabbi	Economics	Associate Professor	Associate Professor	Promotion based on research, teaching and service	7/1/2017	\$154,280.00
2	Health Affairs	Flavio Frohlich	Psychiatry/Cell Biology & Physiology	Assistant Professor	Associate Professor	Promotion based on excellence in research	6/24/2017	\$135,598.00
3	Academic Affairs	Jane Fruehwirth	Economics	Assistant Professor	Associate Professor	Promotion based on research, teaching and service	7/1/2017	\$154,115.00
4	Health Affairs	Orlando Coronell Nieto	Environmental Sciences & Engineering	Assistant Professor	Associate Professor	Promotion based on excellence in research and scholarly productivity	7/1/2017	\$92,365.00
5	Health Affairs	Spencer Smith	Cell Biology & Physiology	Assistant Professor	Associate Professor	Promotion based on excellence in research	7/29/2017	\$133,968.00
6	Academic Affairs	Jonathan Williams	Economics	Assistant Professor	Associate Professor	Promotion based on research, teaching and service	7/1/2017	\$162,400.00
New Appointments Conferring Tenure								
0								
Addition of Joint Appointment Conferring Tenure								
0								
Corrections								
0								

EXECUTIVE SUMMARY

Board of Trustees

July 14, 2014

No.	College/Division	Name	School	Department	Rank	Reason	Requested Amount of Increase **	Percent of Increase **	June 30 Salary	Current Salary	New Salary	Effective Date
<p>Compensation Actions</p> <p>*Available funding for each action has been confirmed by the appropriate Department and School/Division management officials to support the proposed salary increase. Upon implementation, specific funding sources are reviewed and approved at the Department level, as well as by the applicable University financial central offices, including the University Budget Office and the Office of Sponsored Research for grant-funded salaries. ** Based on cumulative increase(s) to 6/30 salary</p>												
1	Health Affairs	Beth Black	Nursing		Associate Professor/Division Chief	Increase due to internal equity	\$39,917	39.80%	\$100,290	\$131,881		5/1/2017
2	Health Affairs	Bryce Reeve	Public Health	Health Policy & Mgmt	Professor	Increase based on retention, as Dr. Reeve has received an offer from Duke	\$44,554	26.14%	\$170,446	\$170,446	\$215,000	5/1/2017
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No.	College/Division	Name	Department/School	Rank	Reason	Total Monetary Value of Non-Salary Compensation	Duration of Non-Salary Compensation	Effective Date	End Date
<p>Non-Salary Compensation Actions</p>									
0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	NA

EXECUTIVE SUMMARY

Board of Trustees

July 14, 2014

No. College/Division Name

Department/School

Rank

Description

For Information

No.	College/Division Name	Department/School	Rank	Description
0	N/A	N/A	N/A	N/A

COUNTY OF ORANGE
STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT
HEAD FOOTBALL COACH

THIS EMPLOYMENT AGREEMENT (this "Agreement"), made effective as of the 15th day of January, 2016, is by and between The University of North Carolina at Chapel Hill ("University") and Larry Fedora ("Coach").

WITNESSETH:

WHEREAS, the University and Coach entered into an Employment Agreement effective as of December 29, 2011;

WHEREAS, this Agreement cancels and supersedes all prior agreements between the parties;

WHEREAS, the University desires to continue to employ Coach as Head Football Coach, and Coach desires to continue to engage in such employment under the terms and conditions set forth below; and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, it is agreed as follows:

1. Term of Employment.

University agrees to employ Coach and Coach agrees to serve as the University's Head Football Coach for a term beginning January 16, 2016 and continuing until January 15, 2023 (the "Term"). Although this Agreement may be executed on a date other than January 15, 2016, the parties shall treat the effective date of this Agreement as January 15, 2016.

The term of this Agreement shall automatically be extended by (1) year, to January 15, 2024, if the University's Football Team wins the Atlantic Coast Conference ("ACC") Championship, or the championship of any other conference of which the University is a member, during the term of this Agreement. The financial terms of such an extension shall be no less favorable to Coach than the terms existing in the final year of this Agreement at the time of the extension.

2. Duties.

Coach is hereby employed by University as Head Football Coach with all of the duties, responsibilities, obligations, and privileges as are reasonably assigned to him by the Athletic Director, which duties may include, without limitation, the following:

- (a) directing and conducting the Football Program (the “Program”) in keeping with the educational purpose of and the traditions, values, integrity, and ethics of the University;
- (b) recruiting and retaining only academically qualified student-athletes and promoting and encouraging academic progress, in conjunction with the faculty and University, of such student-athletes toward graduation in defined degree programs;
- (c) serving as Head Coach for the Program (including, without limitation, the making of customary coaching decisions such as development and implementation of the systems and strategies used in football competition, conduct of practice and training, selection of team members, deployment of student-athletes, and all other matters relating to the practice for and play of games, as well as the performance of all other duties customarily associated with the position of a Division I head football coach);
- (d) monitoring and encouraging the regular progress toward an academic degree of those student-athletes who are members of the Program, and making reasonable and good faith efforts, in cooperation with the University’s faculty, administration and the Academic Support Program for Student-Athletes, to meet all student-athletes’ academic requirements;
- (e) without limiting the responsibilities set forth in Section 12 of this Agreement, promoting an atmosphere of compliance with, abiding by, and complying with all current and future “Governing Body Requirements” (as defined herein), and working cooperatively with the University’s Department of Athletics Compliance Office, the Faculty Athletics Representative, and the University’s administration on compliance matters and NCAA and ACC rules education. For purposes of this Agreement, the term “Governing Body Requirements” shall mean and refer to any and all current and future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the ACC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University’s athletics programs, as well as any applicable laws enacted by the State of North Carolina and/or the federal government governing intercollegiate athletics, and all applicable policies of the University of North Carolina and the University of North Carolina at Chapel Hill, including its Department of Athletics;
- (f) conducting himself and the Program in accordance with all current and future Governing Body Requirements. Coach shall promptly advise the Athletic Director if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible violations conducted or authorized by the University, the ACC, or the NCAA at any time;

(g) supervising and maintaining responsibility for the conduct and activities of all assistant football coaches, football program staff members, employees, and student-athletes under Coach's supervision, including maintaining good faith compliance by all such individuals with all current and future Governing Body Requirements. This responsibility shall include, without limitation, developing reasonable processes for monitoring Program compliance and providing annual evaluations of such assistant coaches and staff members;

(h) promoting, representing and assisting the University in marketing the University, its intercollegiate Program, and its athletics program, through personal appearances, speeches, press conferences, internet broadcasts or displays, and other similar activities and events;

(i) under the direction of the Athletic Director, maintaining responsibility for the fiscal and budgetary functions associated with the Program;

(j) cultivating and maintaining relations with students, faculty, staff, and friends of the University;

(k) enforcing in the Program any and all disciplinary policies and drug policies of the University, in cooperation with the Director of Athletics; and

(l) such other reasonable duties as may be assigned by the Athletic Director from time to time, consistent with those duties typically applicable to a Division I head football coach.

The parties recognize that a student-athlete may be declared ineligible for competition for academic reasons, as a disciplinary sanction under the University's Student-Athlete Code of Conduct, or because the University believes that he or she is not eligible according to the rules for athletic competition specified by the NCAA, the ACC, or any other conference of which the University is a member. Such a decision may be made by Coach, the Director of Athletics, or the Chancellor. In no event shall such an action taken by the University be considered a breach of this agreement.

Coach agrees faithfully and diligently to use his best efforts to perform all the duties of the position of Head Football Coach and to devote such time, attention, and skill to the performance of these duties as necessary. During the term of this Agreement, Coach shall report to and be under the immediate supervision of University's Athletic Director and shall regularly confer with the Athletic Director on matters concerning administrative and technical decisions. Without limiting the generality of the foregoing, Coach shall have the responsibility and authority, in consultation with the Athletic Director and consistent with all applicable laws and University policies, as such may be amended from time to time, to employ and discharge all personnel assigned to the Football Program.

3. Compensation.

(a) Annual Salary: The annual salary of Coach for the position of Head Football Coach shall be based on a twelve-month employment period commencing on January 16 and concluding on January 15 of the succeeding year (such period being referred to herein as a

“contract year”) and shall be pro-rated for any partial contract year. Coach’s salary for each contract year shall be as follows:

January 16, 2016 to January 15, 2017	\$400,000
January 16, 2017 to January 15, 2018	\$460,000
January 16, 2018 to January 15, 2019	\$525,000
January 16, 2019 to January 15, 2020	\$600,000
January 16, 2020 to January 15, 2021	\$600,000
January 16, 2021 to January 15, 2022	\$600,000
January 16, 2022 to January 15, 2023	\$600,000

(b) Division Championship: In any year in which the football team wins its division within the ACC or any other conference of which the University is a member during the Term of this Agreement and participates in the conference championship game, Coach will receive additional compensation from the University in the form of a bonus for increased responsibilities in an amount equal to One Hundred Thousand Dollars (\$100,000.00).

(c) Conference Championship: In any year in which the football team wins the ACC Conference Championship or the championship of any other conference of which the University is a member during the Term of this Agreement, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to One Hundred Thousand Dollars (\$100,000).

(d) Bowl Games: In any year in which the football team is invited to participate in a post-season bowl game other than a New Year’s 6 Bowl game during the Term of this Agreement, Coach will receive additional compensation from University in the form of a bonus for increased responsibilities in an amount equal to Fifty Thousand Dollars (\$50,000). In any year in which the football team is invited to participate in a New Year’s 6 Bowl game during the Term of this Agreement, Coach will receive, in addition to any compensation due pursuant to Sections 3(a), (b), and (c) above, additional compensation from University in the form of a bonus for increased responsibilities in an amount equal to One Hundred Thousand Dollars (\$100,000).

(e) College Football Playoff: In any year in which the football team participates in the College Football Playoff (“CFP”) as a semifinalist, finalist, or champion during the Term of this Agreement, Coach will receive additional compensation from University in the form of a bonus for increased responsibilities in an amount equal to the following:

- CFP Semifinal Participant: Two Hundred Thousand Dollars (\$200,000).
- CFP Championship Game Participant: Two Hundred Thousand Dollars (\$200,000).
- CFP Champion: Two Hundred Thousand Dollars (\$200,000).

(f) Annual Progress Rate: In any year in which the four-year Academic Progress Rate (“APR”) for the football team reported by the University to the NCAA equals or exceeds 960 during the Term of this Agreement, Coach will receive, in addition to the compensation earned pursuant to subparagraphs III (a) - (e) above, additional compensation from University in the form of a bonus in an amount equal to Fifty Thousand Dollars (\$50,000). For purposes hereof, the term “Academic Progress Rate” shall be as defined by the NCAA. Any amount

earned hereunder shall be paid within seventy-five (75) days after the University submits its annual Academic Progress Rate report to the NCAA.

(g) Conference Coach of the Year: In any year in which Coach is recognized as the Coach of the Year in the ACC or any other conference of which the University is a member during the Term of this Agreement, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Twenty-Five Thousand Dollars (\$25,000).

(h) National Coach of the Year: In any year in which Coach is recognized as the Coach of the Year by the Associated Press, ABC/ESPN, or the Maxwell Football Club in the ACC or any other conference of which the University is a member during the Term of this Agreement, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Fifty Thousand Dollars (\$50,000).

(i) Coach may receive multiple bonuses in any contract year, making the amounts earned pursuant to Sections 3(b) – (h) cumulative. In no event will Coach earn more than \$900,000 in bonuses under this Agreement in any contract year. Unless otherwise specified above, any amount earned in Sections 3(b) – (h) shall be paid within seventy-five (75) days following the triggering game/honor/award.

4. Benefits.

The position of Head Football Coach is classified as an EPA Non-Faculty Employee of the University. As an EPA Non-Faculty Employee, Coach shall be entitled to receive all employee-related benefits which are normally available to other twelve-month EPA Non-Faculty Employees. Coach's employment is subject to the Employment Policies for EPA Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officers of The University of North Carolina at Chapel Hill, as adopted by the Board of Trustees and as revised from time to time (the "Policies"). A copy of the current Policies is attached hereto and incorporated herein by reference. Coach acknowledges that benefits or classifications provided by University are subject to change from time to time by the North Carolina Legislature or the University.

In addition to the benefits generally accorded an EPA Non-Faculty Employee, so long as Coach continues to serve as University's Head Football Coach, University shall provide to Coach the following additional benefits:

- (a) Coach or an entity controlled by Coach shall be entitled to operate a summer football camp in accordance with the policies of University concerning the operation of such camps, as discussed in more detail in Section 6 below.
- (b) Coach shall be entitled to advise and comment on all proposed scheduling of University football games during the term of this Agreement.
- (c) The University shall provide an automobile for Coach's use pursuant to the UNC Chapel Hill Policy on Non-Salary and Deferred Compensation.

- (d) Tickets in accordance with Department of Athletics policies.

5. Expenses.

While Coach holds the position of Head Football Coach, Coach will receive an annual expense allowance from the Department of Athletics of Fifty Thousand Dollars (\$50,000.00) per year to be used for entertainment and other appropriate purposes to advance the Program. All appropriate State and Federal taxes will be withheld from this allowance. This allowance may be adjusted for inflationary and other reasons during the term of this Agreement. This will be at the discretion of the Athletic Director, but will at no time be reduced below the amount set forth above per contract year. Use of these funds shall always be consistent with Governing Body Requirements, but Coach shall not be required to report specific expenditures to the University.

6. Outside Activities and Compensation.

(a) Throughout the Term, Coach shall devote Coach's attention and energy to the business and affairs of the University on a full-time basis, exercising Coach's best efforts, skills, and knowledge. Notwithstanding the preceding, Coach may also engage, in Coach's personal capacity and not as an employee of the University, in any other permissible activities referred to in this Agreement, as well as such other activities (e.g., the making of advertisements) as are not inconsistent with (i) the Governing Body Requirements; (ii) the policies, rules, procedures, practices, and directives of the University; (iii) any other contract to which the University is a party of which Coach has prior notice; and (iv) the provisions of this Agreement.

(b) Subject to compliance with the Policy on External Professional Activities for Pay of The University of North Carolina Board of Governors and all other Governing Body Requirements concerning conflicts of interest, and with the prior approval from the Athletic Director and Chancellor, and otherwise as provided in the Governing Body Requirements, Coach may earn other revenue while employed by University, but such activities are independent of his University employment, and the University shall have no responsibility for any claims by Coach or against Coach arising therefrom. No such other activities shall conflict with or be detrimental to Coach's duties as Head Coach of the Program, or be competitive with or otherwise detrimental to the University's interests. All such activities, except as otherwise provided in this Agreement, are independent of Coach's employment with the University, and the University shall have no responsibility or liability for any claims arising from them. Coach agrees to indemnify and hold harmless the University, its Board of Trustees, and its employees and agents from any and all suits, claims, demands, damages, liabilities, costs, and expenses, except attorney fees, arising from any such outside activity. Activities permitted under this Section 6 shall include engaging in any radio, television, motion picture, writing, or any similar activity, personal appearances, commercial endorsements, and summer football camps, except as noted below. With respect to any such independent activities that are commercial in nature, including, without limitation, activities that promote a private business or service, Coach shall not, without the express written permission of University (such approval not to be unreasonably withheld), use University's

name, logos, insignia, or symbols or any name, image, or likeness of any student-athlete or prospective student-athlete associated with the University.

(c) With respect to the operation of summer football camps or other activities using University's name, such activity shall be only with the prior approval of the Athletic Director and Chancellor, which approval shall not be unreasonably withheld, and shall be conducted in accordance with all Governing Body Requirements, including those requiring the payment of fees for use, if any, of University facilities.

(d) As required by NCAA Regulations, Coach shall report annually as of July 1 to the Chancellor through the Athletic Director all athletically related income from sources outside the University, including, but not limited to, income from annuities, sports camps, endorsements, television and radio programs, and all other athletically-related income from whatever outside source. University shall have reasonable and prompt access to all records of Coach to verify this report. University shall also have the right to conduct, at University's expense using an accountant of University's choice, a full financial audit of any sport camp run by Coach or an entity owned and/or operated by Coach.

7. Program Support.

In addition to the responsibilities outlined elsewhere in this Agreement, Coach agrees to attend a specified number of Educational Foundation Chapter meetings per year to promote the Program, the number to be reasonably determined on an annual basis by the Athletic Director. If Coach believes such attendance conflicts with or is detrimental to Coach's duties as Head Coach of the Program, Coach will raise the issue with the Athletic Director.

8. Broadcasts.

Coach acknowledges that from time to time the University may be presented with opportunities for the production and distribution of radio, television and/or internet broadcasts relating to the University, the Program, and/or the University's athletics program in general (the "Broadcasts"). Coach shall appear and participate in such Broadcasts in accordance with the reasonable instructions of the University. The timing and location of such Broadcasts shall be mutually agreed upon by the parties, and if Coach believes any such Broadcast conflicts with or is detrimental to Coach's duties as Head Coach of the Program, Coach will raise the issue with the Athletic Director. In addition, Coach acknowledges that the University may require Coach to record generic or topical television or radio promotions for the promotion of such Broadcasts, and such other shows or events as reasonably determined by the University for the promotion of the University's athletics program.

9. Promotional Activities.

Coach acknowledges that from time to time opportunities to promote, publicize and/or raise funds for the University, the Program and/or the University's athletics program, and/or to participate in promotional activities or events of advertisers, sponsors, or affiliates of the

University, will be presented to the University. Such opportunities may involve personal appearances, speeches, press conferences, and other similar activities and events which shall include, but not necessarily be limited to, meeting with donors or sponsors. Coach acknowledges and agrees that Coach may be required to participate in or to make special appearances at such activities and events in accordance with the reasonable instructions of the University. If Coach believes that any such promotional activities conflict with or be detrimental to Coach's duties as Head Coach of the Program, Coach will raise the issue with the Athletic Director.

10. Manufacturer Relationships.

Coach acknowledges that from time to time the University may enter into agreement(s) with one or more athletics footwear, equipment and/or clothing manufacturer(s) (collectively, the "Manufacturer") for use by the Manufacturer of Coach's personal services and expertise in the Coach's sport and/or for Coach's endorsement of the Manufacturer's products. In addition to providing such personal services and expertise to the Manufacturer on behalf of the University, Coach shall grant to such Manufacturer the exclusive right and license to the unlimited use in any media (now known or hereafter created, including the internet) of Coach's name, image, and likeness as provided in this Agreement when coaching for or otherwise representing the University, in connection with the production, advertisement, marketing, promotion, or sale of the Manufacturer's products. Throughout the Term, Coach shall take such actions as are necessary to enable the University to comply with its obligations under its agreement(s) with the Manufacturer, including, without limitation, wearing and/or using exclusively the products of the Manufacturer as and to the extent required thereby. If Coach believes that any such actions requested of Coach conflict with or are detrimental to Coach's duties as Head Coach of the Program, Coach will raise the issue with the Athletic Director. During the Term, Coach shall not enter into or maintain any endorsement, promotional, consulting, or similar agreement (i) with any person or entity that licenses, manufactures, brands, or sells athletic products, whether through retail locations, on-line, by direct mail, television shopping networks, or otherwise; (ii) that would prohibit or otherwise restrict the Manufacturer's use of Coach's name, image, and likeness as provided in this Agreement, or subject such use to a third party's approval, or (iii) that would otherwise cause the University to violate its agreement(s) with the Manufacturer.

11. Communications.

Consistent with Coach's First Amendment rights, Coach shall at all times recognize that as part of the University's administration and its publicly visible representative, Coach shall support the policies and academic priorities of the University in Coach's actions and in public discourse.

12. Compliance With Applicable Rules.

(a) Compliance. In performing Coach's duties under this Agreement, Coach shall be familiar with, shall adhere to, and shall promote within the Program an atmosphere of compliance and monitor compliance with all applicable Governing Body Requirements and other

applicable legislation. This shall include, but not be limited to, Governing Body Requirements related to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, but not limited to, the purchase and sale of game tickets and the furnishing of unauthorized transportation, housing, and meals. This shall also include, but not be limited to, Governing Body Requirements relating to sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, substances banned by the NCAA or other applicable regulatory entity, or other chemicals, steroids, or performance enhancing drugs. In addition, Coach shall adhere to all applicable rules, procedures, practices, and directives of the University that are in effect and as may be amended from time to time. Coach shall use best efforts in good faith to cause all team members, University personnel whom Coach is responsible for supervising (directly or indirectly), and representatives of the University's athletics interests to comply with all applicable Governing Body Requirements. If Coach shall become aware of any fact, occurrence, circumstance or state of affairs that would cause a reasonable person to suspect a violation of any Governing Body Requirement, Coach shall immediately report such to the University's Athletic Director.

(b) Inappropriate Involvement. Coach shall exercise due care to avoid inappropriate involvement by Coach or any individual (including, but not limited to, student-athletes) under Coach's supervision with non-employee "representatives of the institution's athletic interests" (as defined by NCAA Bylaws) which is contrary to the Governing Body Requirements. Within a reasonable time after becoming aware of any potential action by Coach in violation of this Section 12(b), the University shall notify Coach of any concerns that it may have regarding such involvement. This notice shall not preclude the University from taking appropriate disciplinary action.

(c) Institutional Control. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by the Governing Body Requirements over every aspect of the Program. Coach agrees to recognize and respect the reporting relationships and the organizational structure of the University.

(d) Obligation to Furnish Certain Information. Subject to ordinarily recognized legal privileges (e.g., attorney-client privilege), Coach shall furnish to the University, upon request, any information which is necessary or reasonably useful for purposes of any investigation of any potential infraction of any Governing Body Requirement involving the Program or the Department of Athletics. This provision shall survive any expiration or termination of this Agreement.

(e) Consequences of Violation. In the event that Coach or personnel under Coach's direct or indirect supervision is/are found to be in violation of any Governing Body Requirement while Coach is employed pursuant to this Agreement, Coach shall be subject to disciplinary or corrective action as set forth in the Governing Body Requirements, including relevant ACC, and/or University disciplinary and/or enforcement procedures. Without limiting other available remedies, Coach may be suspended for a period of time without pay, or Coach's employment may be terminated for cause as provided for in this Agreement, if Coach is found to have been involved in serious or repetitive violations of Governing Body Requirements or otherwise as contemplated by the applicable enforcement procedures. For purposes of this Section 12, serious violations shall include, but are not limited to, NCAA Level I or Level II violations, including head coach responsibility for such violations, and any other violation involving Coach that results in sanctions against the University such as probation, forfeiture of athletic contests, loss

of scholarships, prohibition against conference, championship or telecast appearances, or any other similar sanction under the Governing Body Requirements in effect from time to time.

13. Representation of the University.

(a) By Coach. Coach shall conduct both Coach's employment activities and Coach's personal life in a manner that will not bring disgrace or embarrassment to the University or Coach; that will not in the University's reasonable discretion tend to shock, insult, or offend the greater North Carolina and/or University alumni communities; that does not in the University's reasonable discretion manifest contempt or disregard for public morals, or decency; and that complies with applicable University policies, procedures, and rules with respect to personal conduct.

(b) By Others. Coach shall use Coach's best efforts in good faith to cause all Program members and University personnel whom Coach is responsible for supervising to conduct their activities in connection with both the Program and their respective personal lives in a manner that will not bring disgrace or embarrassment to the University or themselves; that will not in the University's reasonable discretion tend to shock, insult or offend the greater North Carolina and/or University alumni communities; that does not in the University's reasonable discretion manifest contempt or disregard for diversity, public morals, or decency; and that complies with all Governing Body Requirements, including applicable University policies, procedures, and rules with respect to personal conduct.

14. Use of Name and Other Information.

Coach consents to the use of Coach's name, nickname, initials, autograph, signature, voice, video or film portrayals, photograph, image or likeness, and any other means of endorsement or identification of Coach performing his duties as a University employee, including statistical, biographical, or other information or data relating to Coach, by the University or by any party under contract with the University in the conduct and promotion of the University, the University's athletics program and/or the Program, and as otherwise contemplated by this Agreement, provided that any such use shall not be in poor taste or reflect negatively upon Coach.

15. Confidential Information; University Records.

(a) Confidentiality. Coach acknowledges that while employed by the University Coach will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Coach's duties to the University in a manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; (iv) to comply with any applicable law, regulation, Governing Body Requirement or accreditation standard; or (v) to the

extent such Confidential Information shall have become public other than by Coach's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Coach use or disclose Confidential Information if such use or disclosure could reasonably be expected to expose the University to competitive disadvantage or legal liability, or could otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally made public by the University regarding the University or its actual or prospective students, employees, alumni or donors and shall include, without limitation, information regarding actual or potential activities of the University; admissions information; fundraising information; financial statements, budgets, projections, or other financial information; the identities of persons under consideration for positions as trustees, officers or employees of the University other than potential employees associated with the football program; vendor contracts and/or pricing; customer information and/or pricing; information regarding actual or potential NCAA, league, conference, governing body, legal or regulatory proceedings (excepting Coach's legal counsel); and any other information that should by its nature or context be recognized as proprietary and/or confidential.

(b) Return Of Documents And Property. All materials or articles of information (including Confidential Information) including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Coach by University or developed by Coach on behalf of University or at University's direction or for University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of University. Coach agrees to deliver or return to the University, at the University's request at any time, or upon termination or expiration of Coach's employment or as soon thereafter as possible, all such property furnished by the University or prepared, maintained, or acquired by Coach in the course of Coach's employment by the University including, without limitation, computer equipment, keys, documents, computer tapes and disks, records, lists, data, drawings, prints, notes and all other written information, in any form or media and including all copies. This provision is not intended to prohibit Coach from retaining copies of his professional material (including, without limitation, playbooks, calendars, practice outlines, training protocols and call-sheets), so long as such material does not contain Confidential Information.

(c) Public Record. Coach acknowledges that this Agreement is a public record subject to disclosure under North Carolina's Public Records Law.

(d) Remedies for Breach. Coach expressly understands and agrees that the remedy at law for any breach by Coach of this Section 15 will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon Coach's violation of any provision of this Section 15 the University shall be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and obtain a temporary order restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Section 15 shall be deemed to limit the University's remedies at law or in equity for any breach by Coach of any of the provisions of this Section 15, which may be pursued by or available to the University.

(e) Survival of Provisions. The obligations contained in this Section 15 shall survive the termination or expiration of Coach's employment with the University and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement. Coach agrees that the restrictions set forth in this Section 15 are reasonable and necessary in order to

adequately protect the University's interests, and agrees not to challenge the reasonableness of any such restriction in any proceeding to enforce it. If it is determined by a court of competent jurisdiction that any restriction in this Section 15 is excessive in duration or scope or otherwise unenforceable, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by law.

16. Termination by University for Cause.

This Agreement may be terminated by University for Cause at any time upon written notice to Coach. For purposes hereof, "Cause" shall mean the following:

- (a) material failure to perform any of the duties specified in this Agreement;
- (b) a violation by Coach, or knowing participation by Coach in a violation, of an ACC or NCAA regulation or bylaw, of a University policy, or any other Governing Body Requirement. For purposes of this Section 16, whether a violation occurred shall be reasonably determined in the sole discretion of University after its review of the relevant facts and circumstances.

- (c) any action which is:
 - (i) taken by Coach or someone supervised by Coach, or
 - (ii) taken at the direction of Coach or someone supervised by Coach, or
 - (iii) known by Coach or someone supervised by Coach and not reported to the Department of Athletics Compliance Office by Coach or person supervised by Coach,

and which results in any form of disciplinary finding, action against, or sanction for Coach or the Program by the NCAA (for Level I or Level II violations or head coach responsibility), ACC, University, or other regulatory body (exceeding an institutional letter of admonishment or reprimand) pursuant to the Governing Body Requirements. With respect to actions taken by someone supervised by Coach or actions taken at the direction of someone supervised by Coach, Coach shall not be subject to termination for Cause if Coach can establish that, consistent with Governing Body Requirements, Coach promoted an atmosphere of compliance, properly monitored the conduct of the individual supervised by Coach, was not aware of the conduct at issue, and should not have been aware of the conduct at issue;

- (d) conviction of Coach of any felony or any crime that involves dishonesty;
- (e) behavior by Coach that, as reasonably determined in the sole discretion of University after its review of the relevant facts and circumstances, displays a continual or serious disrespect for the integrity, values, and ethics of the University or the Program or which has or is likely to have a material adverse impact on the reputation of the University or the Program, such behavior not to include the win/loss record of the football team;

(f) misconduct of Coach, or misconduct by an assistant coach or staff member of which Coach knew, had reason to know, or should have known through the exercise of reasonable diligence or which Coach condoned, of such a nature, as reasonably determined in the discretion of the University, that would tend to bring disrespect, contempt, or ridicule upon the University, or which brings discredit to the University, or which results in legal liability for the University, or which harms the University's reputation, or which reasonably brings into question the integrity of Coach, or that would render Coach unfit to serve in the position of Head Coach, , such conduct not to include the win/loss record of the football team;

(g) failure to use Coach's best efforts in good faith to assure the fair and responsible treatment of student-athletes with regard to their health, welfare, safety, and discipline including, but not limited to, actions consistent with NCAA legislation and the NCAA principle of student-athlete well-being;

(h) prolonged absence from duty without the consent of the Athletic Director;

(i) any other material breach by Coach of the terms of this Agreement or of University or Department of Athletics policy after receiving written notice from the University and a reasonable opportunity to cure; or

(j) any of those causes specified in Section VIII of the University's Employment Policies for EPA Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officers of the University, as such Employment Policies may be amended from time to time.

In the event of a termination under this Section 16 for Cause, the University's sole obligation to Coach shall be payment of his compensation as set forth in Section 3 of this Agreement earned through the date of such termination (including any bonuses earned but not yet paid), and any eligible leave payout as afforded under the University's policies. The University shall not be liable to Coach for any collateral business opportunities, outside activities, or other non-University matters that may be related to or associated with Coach's position as Head Football Coach.

Any process to terminate Coach for Cause shall be conducted in compliance with all relevant University policies.

17. Automatic Termination Upon Death or Disability of Coach.

(a) This Agreement shall terminate immediately and automatically without notice in the event that Coach dies. This Agreement shall terminate, upon reasonable notice to Coach by University, in the event that Coach becomes and remains unable to perform the essential functions of his employment hereunder for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period by reason of medical illness or incapacity. Such determination of Coach's inability to perform his duties shall be made in the sole judgment of the Chancellor and Athletic Director; provided, however, that the Chancellor and Athletic Director shall, prior to making such judgment, seek the advice and opinion regarding such disability of an impartial physician competent to provide such advice and opinion, as may be mutually agreed upon by Coach or his legal representative(s) and the Athletic Director of

University. If Coach or his legal representative(s), as the case may be, and the Athletic Director are unable to agree upon such physician, the selection shall be made by the Dean of the School of Medicine of The University of North Carolina at Chapel Hill.

(b) If this Agreement is terminated pursuant to Section 17(a) above because of death, Coach's 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(s) or other designated beneficiary shall be paid all death benefits, if any, as may be contained in any applicable benefit plan now in force or hereafter adopted by the University and due Coach as an EPA Non-Faculty Employee under University Policies as well as all pro rata amounts earned (including bonuses earned but not yet paid) under this Agreement through the date of termination.

(c) In the event that Coach becomes and remains unable, in the sole judgment of the Chancellor and Athletic Director, to perform the essential functions of his employment hereunder for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period because of medical illness or incapacity and the University thereupon affords notice of termination under Section 17(a) above, except for (i) payment of amounts due Coach accrued hereunder prior to the date of termination including bonuses earned but not yet paid, and (ii) payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through University, the University shall have no further liability to Coach pursuant to this Agreement. Specifically, and without limitation, at the end of such ninety (90) or hundred fifty (150) day period, as applicable, all salary and other benefits shall terminate, except that Coach shall be entitled to receive payment of any disability benefits to which he is entitled under any disability program in which he is enrolled through the University.

(d) Notwithstanding any other provision herein, this Agreement does not and shall not be construed to afford University the right to take any action that is unlawful under the Americans with Disabilities Act or to constitute in any respect a waiver of rights under such Act.

(e) The termination of this Agreement under Section 17(a), above, shall not constitute a breach of this Agreement, and, except for the payments required by this Section 17, if any, Coach hereby, to the fullest extent allowable by law, waives and relinquishes all rights to payment of compensation, damages, or other relief on account of such termination.

18. Termination Without Cause; Liquidated Damages.

(a) Following consultation with the Athletic Director, this Agreement may be terminated unilaterally by the Chancellor at any time upon written notice to Coach, in the absence of Cause (as "Cause" is defined in Section 16 of this Agreement).

(b) In the event this Agreement is terminated pursuant to Section 18(a) above, University shall pay Coach liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to Coach's annual salary (as set forth in Section 3(a) of this Agreement) and supplemental compensation (as set forth in Section XXI of this Agreement) that Coach would have earned pursuant to this Agreement had Coach not been terminated without Cause; provided, however, that the liquidated damages payable pursuant to this Section 18(b) shall be subject to offset, as set forth in Section 18(c) below.

(c) Payment of the amount determined pursuant to Section 18(b) shall occur over the remaining term of the Agreement as follows: (1) on the effective date of termination without Cause, payment shall be made of amounts due with respect to the remainder of that contract year; and (2) payments due hereunder with respect to each subsequent contract year shall be made on the last day (January 15) of such subsequent contract year, until all amounts due have been paid in full. Coach acknowledges and agrees that the amount of liquidated damages due pursuant to this Section 18 shall be reduced by any compensation received by Coach during the time period remaining under this Agreement for services provided by Coach (x) in a coaching position for any college or professional football program, or (y) as a commentator for any national sports media outlet, including but not limited to ABC/ESPN, NBC, CBS, FOX, or their successors, assigns, or affiliates. Upon Coach securing such other employment, he shall notify University within fourteen (14) business days describing the position and the total compensation to be received, including payment structure. Thereafter, prior to January 10 of each subsequent year, Coach will provide to University in writing the amount of total compensation (that falls within this paragraph 18(c)) he received in the preceding calendar year. Amounts for services shall be deemed "earned" at the time the services are provided, regardless of when actual payment for such services is received. Except as specifically provided above in this Section 18, the University in such case shall not be liable to Coach for compensation (including supplemental compensation provided for in Section 21), for benefits with respect to periods after the effective date of termination, or for any collateral business opportunities or other benefits or activities entered into pursuant to Section 6 of this Agreement which may be related to his position as Head Football Coach.

(d) The parties have bargained for and agreed to this liquidated damages provision, giving consideration to the following: (1) this is an Agreement for personal services; and (2) the parties recognize that a termination of this Agreement by University prior to its natural expiration could cause Coach to lose benefits, compensation, and/or outside compensation relating to his employment at University, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision and further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.

(e) Termination of this Agreement upon the death or disability of Coach, as provided in Section 17 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 18.

19. Termination by Coach.

(a) Coach recognizes that his promise to work for University for the entire term of this Agreement is an essential consideration in University's decision to employ him as Head Football Coach. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Football Coach with University prior to the expiration of this Agreement. That said, Coach may terminate this Agreement for any reason upon written notice to University.

(b) In the event that Coach terminates his employment with the University without cause prior to December 31, 2022, then Coach shall pay University liquidated damages in lieu of

any and all other legal remedies or equitable relief in an amount equal to Ten Percent (10%) of the amount of liquidated damages University would have owed Coach pursuant to Section 18 of this Agreement had University terminated Coach without Cause that same day.

(c) Payment of the total amount determined pursuant to Section 19(b) shall be made by Coach in a lump sum within ninety (90) days after the effective date of Coach's termination of the Agreement.

(d) The parties have bargained for and agreed to the liquidated damages provisions set forth in this Section 19, giving consideration to the following: The parties acknowledge that the University will incur administrative, recruiting, resettlement and other costs in obtaining a replacement Coach in addition to potentially increased compensation costs and loss of ticket, broadcast or other revenues and fan and donor support, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision and further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.

(e) Coach shall have the right to terminate this Agreement for cause without the necessity of his payment of the amounts contemplated in Section 19(b) above if there is a failure by the University to pay or to provide for the payment on a timely basis of the amounts due under Sections 3, 5, 20, or 21 of this Agreement, and the University fails to cure such breach within ten (10) business days of Coach's providing written notice to the Athletic Director and Chancellor.

(f) The parties agree that Coach shall be required to notify the Athletic Director and Chancellor (through the Athletics Director) prior to engaging in discussions related to interest in or possible employment with other institutions through their representatives or agents, and that failure to provide the requisite notice prior to engaging in any such discussions shall constitute a material breach of this Agreement.

(g) Coach shall have the right to terminate this Agreement without cause prior to January 15, 2023, without such termination obligating Coach to pay liquidated damages to the University if:

- (i) The University does not substantially complete construction on an indoor practice facility for football by September 1, 2018. In such event, Coach will not be obligated to pay liquidated damages to the University if Coach terminates this Agreement before September 1, 2019; or
- (ii) Lawrence "Bubba" Cunningham no longer serves as the University's Athletic Director. In such event, Coach will not be obligated to pay liquidated damages to the University if Coach terminates this Agreement no earlier than one year and no more than two years after the University employs a new Athletic Director.

20. Termination by Agreement of Both Parties.

This Agreement may be terminated at any time upon mutual agreement of the parties.

21. Supplemental Compensation.

In order for the University to provide Coach with a compensation package competitive with that provided to head football Coaches at the University's peer institutions, the University agrees to make supplemental compensation payments to Coach in equal quarterly installments which shall be due each March 15, June 15, September 15, and December 15 throughout the term of this Agreement, so long as this Agreement remains in full force and effect on the applicable payment date and notice of termination of this Agreement has not been given. The supplemental compensation payments for each contract year shall be as follows:

January 16, 2016 to January 15, 2017	\$1,550,000
January 16, 2017 to January 15, 2018	\$1,780,000
January 16, 2018 to January 15, 2019	\$2,000,000
January 16, 2019 to January 15, 2020	\$2,300,000
January 16, 2020 to January 15, 2021	\$2,400,000
January 16, 2021 to January 15, 2022	\$2,400,000
January 16, 2022 to January 15, 2023	\$2,400,000

Taxes.

Coach acknowledges that, in addition to the salary provided for in this Agreement, certain benefits he receives incident to his employment relationship with University 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 University will withhold taxes on amounts paid or due to Coach and the value of benefits provided to Coach, to the extent required by applicable law and regulation. Coach shall comply with all applicable reporting and record-keeping requirements in regard to compensation, benefits, and reimbursed expenses.

22. Severability.

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

23. Notices.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to his residence in the case of Coach, or to the offices of the Director of Athletics and Chancellor, in the case of University.

24. Benefit.

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

25. Situs.

This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. The exclusive venue in any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in State of North Carolina.

26. Equal Participants.

Each party hereto shall be viewed as an equal participant, and each party agrees that there shall be no presumption against the drafting party.

27. Counterparts.

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of the Agreement by telecopy or electronic signature shall be effective as an original.

28. Entire Agreement.

As of the effective date of this Agreement, this Agreement shall supersede the prior employment agreement between the parties dated December 29, 2011 in its entirety. This Agreement contains the entire employment agreement of the parties. It may not be changed orally. This Agreement and any amendments thereto shall be effective only if signed by both parties and approved, as required, pursuant to the policies of the Board of Governors of The University of North Carolina. In executing this agreement, Coach acknowledges and agrees that he has not relied upon any representations, promises, or inducements from the University or anyone acting on its behalf except those expressly set forth in this Agreement.

[Signature Page Follows]

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

FOR AND ON BEHALF OF
THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL

COACH

Lawrence (Bubba) Cunningham
Director of Athletics

Larry Fedora

Date

Date

Carol L. Folt
Chancellor

Date

Matthew M. Fajack
Vice Chancellor for Finance and Administration

Date

Approved by the Board of Trustees:

Clayton Somers
Assistant Secretary

Date