

**FIRST AMENDMENT TO
AND RESTATEMENT OF THE EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AND RESTATEMENT OF THE EMPLOYMENT AGREEMENT (*Amendment*) is entered into on the 1st day of December 2024 by and between **Western Carolina University** (*WCU* or *University*) and **Kerwin Bell** (*Coach*).

RECITALS

WHEREAS, WCU and Coach entered into an Employment Agreement dated April 27, 2021 (*Employment Agreement*); and

WHEREAS, WCU and Coach currently desire to agree to new terms and conditions of employment; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree to modify the Employment Agreement as follows:

1. All terms and conditions of the Employment Agreement are hereby restated and modified as specified in this Amendment.
2. The Recitals set forth above are incorporated herein by reference and made a part of this Amendment. The terms not defined herein shall have the meaning ascribed to them in the Employment Agreement.
3. Beginning December 1, 2024, Paragraph 2.0 of the Employment Agreement shall be amended as such:

The employment conferred herein is for a stated, definite term commencing on May 1, 2021, and terminating on December 31, 2030 (Term), subject to the Policies and the conditions stated herein. For the purposes of this Amendment and Employment Agreement, a contract year shall be defined as the period beginning on **January 1** through the following **December 31**.

4. Beginning December 1, 2024, a new Paragraph 2.0(l) shall be incorporated in the Employment Agreement:

Following the execution of this Amendment, both parties shall meet and enter into good faith discussions regarding the opportunity for Coach to be employed by WCU in a role inside the athletic department upon Coach's retirement at WCU or at the end of the Term of the Employment Agreement. If Coach is terminated from employment, with or without cause, prior to the end of the Term of the Employment, this paragraph shall be considered null and void.

5. Beginning December 1, 2024, Paragraph 3.0(a) of the Employment Agreement shall be amended as such:

The annual base salary (*Base Salary*) for the work performed in this position during the stated term is THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00), payable in approximately equal monthly installments, less customary and applicable deductions, and withholdings.

6. The Employment Agreement shall have the following subsection added as Paragraph 3.0(l):

Coach shall be entitled to receive the following payments as a retention bonus (*Retention Bonus*) for each of the dates below in which Coach is still employed as the Head Football Coach at WCU:

April 1, 2025 - \$25,000
April 1, 2026 - \$25,000
April 1, 2027 - \$25,000
April 1, 2028 - \$25,000
April 1, 2029 - \$25,000
April 1, 2030 - \$25,000

Any Retention Bonus Coach earned shall be paid in a lump sum within 30 days of the date in the applicable year in which the Annual Retention Bonus vests.

7. Beginning December 1, 2024, Paragraph 3.0(j) of the Employment Agreement shall be amended as such:
 - i. Coach shall be entitled to the Incentives as described in EXHIBIT A, attached hereto. All Incentive described in EXHIBIT A shall be made in the form of deferred compensation to the UNC Senior Athletic Employee Retirement Program (*SAERP*) in compliance with UNC Board of Governors Resolution – Delegated Authorities Regarding the Senior Administrative Officer and Senior Athletic Employee Retirement Programs and must be approved by the President of the University of North Carolina. All Incentives described in EXHIBIT A and earned by Coach shall not be added to Base Salary for any year.
 - ii. All Incentives described in EXHIBIT B and earned by Coach shall be added to Base Salary for the year in which they were earned. In no event may Coach's Base Salary increase by more than 5% due to the combination of Incentives described in Exhibit B and any required legislative increase.

- iii. If the Football Program fails to achieve a single season NCAA APR of at least 950, all Bonuses and Incentives described in this Amendment EXHIBIT A; and EXHIBIT B shall be reduced by 25% for the academic year following APR score below 950. If the Football Program fails to achieve a single season NCAA APR of at least 930, all Bonuses and Incentives described in this Amendment EXHIBIT A; and EXHIBIT B shall be reduced by 50% for the academic year following APR score below 930.
 - iv. If the Football Program is sanctioned for any Level 1 NCAA rules violation, all Incentives described in this Amendment EXHIBIT A; and EXHIBIT B, and earned in the year of the sanction, will be reduced by 50%.
 - v. If paragraph 3.0(j)(iii) and 3.0(j)(iv), as described in this Amendment, occur in the same contract year, Coach shall forfeit the Incentives described in EXHIBIT A and EXHIBIT B in their entirety.
8. Beginning December 1, 2024, Paragraph 6.0(a) of the Employment Agreement shall be amended as such:

WCU may terminate this Agreement without cause at any time by giving written notice to Coach; provided, however, that WCU will provide, as liquidated damages, the amount(s) described in this paragraph for the remainder of the term of this Agreement. Such an amount will be paid either yearly or in portions, subject to customary and applicable deductions and withholding, at the University's discretion. Coach may be entitled to the continuation of certain benefits under the Policies. WCU will not be liable for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of WCU's termination of this Agreement without cause. The following amounts shall be paid to Coach from University, pursuant to this Employment Agreement.

On or prior to December 31, 2024 - \$1,500,000
January 1, 2025 – December 31, 2025 - \$1,200,000
January 1, 2026 – December 31, 2026 - \$1,000,000
January 1, 2027 – December 31, 2027 - \$800,000
January 1, 2028 – December 31, 2028 - \$600,000
January 1, 2029 – December 31, 2029 - \$400,000
On or after January 1, 2030 - \$0

9. Beginning December 1, 2024, Paragraph 7.0(a) of the Employment Agreement shall be amended as such:

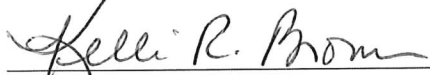
Coach may terminate this Agreement without cause at any time by giving written notice to WCU; provided, however, that coach shall pay to WCU, as liquidated

damages, a sum as described below for the remaining years of the Term of this Agreement. This paragraph shall not apply if Coach terminates this Agreement for the purpose of his retirement from the University. It is expressly understood that upon retirement, Coach may take no football related employment with any third party until the conclusion of the Term of this Agreement. If Coach takes football related employment with a third party, this paragraph shall become applicable. The following amounts shall be paid by Coach to University, pursuant to this Employment Agreement.

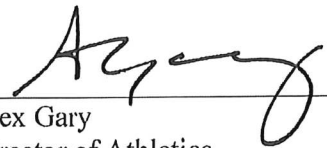
On or prior to December 31, 2024 - \$750,000
January 1, 2025 – December 31, 2025 - \$600,000
January 1, 2026 – December 31, 2026 - \$500,000
January 1, 2027 – December 31, 2027 - \$400,000
January 1, 2028 – December 31, 2028 - \$300,000
January 1, 2029 – December 31, 2029 - \$200,000
On or after January 1, 2030 - \$0

IN WITNESS WHEREOF, Coach and a duly authorized officer and representative of WCU have executed this Amendment on the day and year first written above.

WESTERN CAROLINA UNIVERSITY

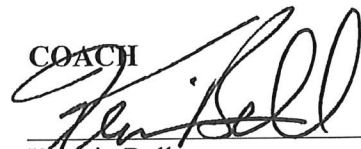

Kelli R. Brown
Chancellor

December 13, 2024
Date


Alex Gary
Director of Athletics

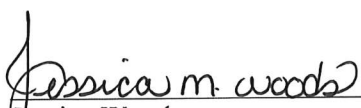
December 13, 2024
Date

COACH


Kerwin Bell
Head Football Coach

12/7/24
Date

Approved by the Board of Trustees at its meeting on December 13, 2024.


Jessica Woods

12/13/24
Date

Coach shall be entitled to the following agreed upon yearly Incentives* to be paid no later than December 31 of the year earned:

A.	Football Program wins Eight (8) contests in an 11-game season OR Nine (9) contests in a 12-game season, against Division 1 opponents**	\$7,500
B.	Football Program Wins the outright Southern Conference Regular Season Championship**	\$10,000
C.	Football Program Wins a share of the Southern Conference Regular Season Championship**	\$7,500
D.	Football Program is selected as an at-large team for FCS Playoffs**	\$5,000
E.	Football Program reaches second round of Football Championship Series playoff	\$2,000
F.	Football Program reaches quarter-final round of Football Championship Series playoff	\$3,000
G.	Football Program reaches semi-final round of Football Championship Series playoff	\$5,000
H.	Football Program reaches championship round of Football Championship Series playoff	\$7,500
I.	Football Program wins Football Championship Series	\$25,000
J.	Coach named Conference Coach of the Year by the Southern Conference	\$5,000

*Incentives described in Exhibit A are earned on a yearly basis and do not carry forward or add to Coach's yearly Base Salary. Coach's Base Salary will not change unless modified through non-bonus related policies, procedures, regulations, or legislative actions.

** A, B, C or D do not stack. Coach may receive the greater of either A, B, C or D.

EXHIBIT B

Coach shall be entitled to the following agreed upon yearly Incentives*** to be added to base salary upon notification and confirmation of earned status:

A.	Football Program obtains a Fall Semester GPA of 3.0 or better.	\$1,500
B.	Football Program obtains a Spring Semester GPA of 3.0 or better.	\$1,500
C.	Football Program obtains an annual NCAA APR of greater than or equal to 985.	\$1,500

***Incentives are earned on a yearly basis and are added to Coach's yearly Base Salary in the contract year that they are earned. Any Incentive described in this Exhibit B and earned and applied to Base Salary during the contract year shall first be offset by any required legislative increase provided in the same contract year in which the Incentive was earned. Please see the examples below:

If Coach is to receive a required legislative increase of \$9,000 on July 1, 2025 (3% of the yearly \$300,000 annual salary) and achieved A above (\$1,500) during the immediate prior football season (Fall, 2025), Coach's Base Salary would be \$309,000. The required legislative increase would offset the incentive payment. Coach would receive the \$9,000 legislative increase to Base Salary but would not receive an incentive payment increase to Base Salary.