

December 7, 2016

TO: The Board of Trustees of the University of Oregon

FR: Angela Wilhelms, Secretary

RE: Notice of Executive and Audit Committee Meeting

The Executive and Audit Committee of the Board of Trustees of the University of Oregon will hold a public meeting via telephone on the date set forth below. The subject of the meeting will be an employment contract for the head football coach.

The meeting will occur as follows:

**Friday, December 9 at 8:00 am**

Johnson Hall, Johnson Hall Conference Room #105\*

Johnson Hall is located at 1098 E. 13<sup>th</sup> Avenue, Eugene, Oregon. If special accommodations are required, please contact Amanda Hatch at (541) 346-3013 at least 12 hours in advance.

*\*This is a telephonic meeting of the Executive and Audit Committee. The physical location is available for members of the public to listen to the proceedings.*

**Board of Trustees of the University of Oregon  
Executive and Audit Committee  
Public Meeting  
8:00 am – Friday, December 9  
Johnson Hall, Johnson Hall Conference Room #105\***

**Convene**

- Call to order, roll call, verification of a quorum

- 1. Approval of Certain Athletic Contract (Football, Head Coach):** Rob Mullens, Director of Intercollegiate Athletics

**Meeting Adjourns**

*\*This will be a telephonic meeting of the committee. A location is provided for members of the public who wish to listen to the proceedings.*



**Executive and Audit Committee  
Board of Trustees of the University of Oregon**

**Resolution: Authorization to Execute Certain Employment Agreement (Willie Taggart)**

Whereas, the Department of Intercollegiate Athletics (Athletics) has selected Willie Taggart (Coach Taggart) as the next head coach of the University of Oregon's (University) intercollegiate football team;

Whereas, Taggart has had a strong career as an intercollegiate coach prior to joining the University and has, through his interview process, shown a commitment to fulfilling the overall mission of the University's athletic department;

Whereas, Athletics and Coach Taggart have entered into a memorandum of understanding regarding terms for his employment, effective December 7, 2016, as head coach of the football program;

Whereas, ORS 352.107(c) grants the University of Oregon the authority to make any and all contracts and agreements that are appropriate;

Whereas, the Policy on the Retention and Delegation of Authority requires Board of Trustees' approval for instruments exceeding \$5,000,000, but further authorizes the president to act prior to such approval when time makes prior authorization impractical; and,

Whereas the Policy on Committees authorizes the Executive and Audit Committee to act on behalf of the Board of Trustees;

Now, therefore, the Executive and Audit Committee (EAC) of the Board of Trustees of the University of Oregon hereby ratifies the actions of the University President and Director of Intercollegiate Athletics in negotiating with Willie Taggart for employment as the head coach of the intercollegiate football team and approves the execution of a contract substantially similar to that provided as Exhibit 1.

Moved: \_\_\_\_\_ Seconded: \_\_\_\_\_

<b>Trustee</b>	<b>Yes</b>	<b>No</b>
Bragdon		
Ford		
Kari		
Lillis		
Ralph		
Wilcox		

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_

Exhibit 1

Employment Agreement

This Employment Agreement (Agreement) is entered into by the University of Oregon (University) and Willie Taggart (Coach).

1. Purpose

University and Coach have entered into this Agreement because the University desires to hire Coach, and Coach desires to work as an employee for the University. For these reasons, University has agreed to employ Coach in a salaried position, and Coach has agreed to be employed by the University upon the terms and conditions set forth herein.

2. Position

2.1 Description of Coach's Responsibilities

a. Title. Coach is employed as head coach of the University's intercollegiate football team subject to the terms and conditions of this Agreement.

b. Effort; Compliance. Coach agrees: (i) to devote his best efforts full time to the prompt and efficient performance of all duties and responsibilities of a head football coach and such other reasonably related duties and responsibilities (so long as they do not interfere with his duties and responsibilities as head football coach) as may be assigned to him from time to time; (ii) to give proper time and attention to furthering his responsibilities to the University; (iii) to comply with all rules, regulations, policies, and decisions established or issued by the University or the President, the University Department of Intercollegiate Athletics (Athletic Department), the Pacific-12 Conference (PAC-12), and the National Collegiate Athletic Association (NCAA). Coach also agrees that notwithstanding the provisions of Section 4.6, during the Term of this Agreement he will not engage, directly or indirectly, in any business or other activity which would significantly detract from his ability to apply his best efforts to the performance of his duties and responsibilities. Coach also agrees not to usurp any business opportunities of University. Coach and University agree to implement the actions described in Exhibit A to this agreement.

c. General Administration as head football coach. During the period in which University employs Coach as head football coach, Coach agrees to perform properly, efficiently, to the best of his ability and consistent with University standards, all duties and responsibilities of a head football coach in this position. Coach is responsible for the management and administration of all phases of the intercollegiate football program fully in keeping with the philosophies and objectives of the Athletic Department and the University, including compliance with NCAA, PAC-12, and University policies which can be found at [policies.uoregon.edu](http://policies.uoregon.edu).

d. Day to Day responsibilities as head football coach. As head football coach, Coach's specific and essential responsibilities include, but are not limited to: (i) Working with student-athletes involving recruitment and selection, leadership and instruction in personal and athletic development, determining eligibility and promoting academic progress; (ii) Instilling and reinforcing in student-athletes high standards for character and conduct both on and off the field; (iii) Developing, submitting and monitoring the football program's annual budget to generate and maximize revenue to sustain the football program and to support other activities of the Department; (iv) Overseeing the selection, acquisition and maintenance of uniforms and equipment pursuant to University contracts; (v) Arranging and conducting practices and, in conjunction with the Athletic Director, arranging a competitive schedule, including travel plans and itineraries; (vi) Supervising personnel, including assistant and part-time coaches, graduate assistants and such others as are identified in writing by the Athletic Director, providing orientation and training as appropriate, conducting performance evaluations, and recommending salaries; (vii) Overseeing the conditioning, training, safety and discipline of student-athletes including, with the approval of the Athletic Director or designee, developing, and communicating team rules and effectively implementing them; (viii) Directing the team and the coaching staff at all football games and events; (ix) Participating in clinics, exhibitions, and camp activities as reasonably requested by the Athletic Director; (x) Participating in public relations events as reasonably requested by the Athletic Director; (xi) Cooperating with other Department and University personnel, including other coaches; and (xii) Performing other duties as reasonably requested by the Athletic Director.

e. Ethical Responsibilities: The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Coach, as a member of the Athletic Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for the ethical conduct of Athletic Department staff are established and enforced by the Director of Athletics, the University, the PAC-12 Conference and the NCAA. In addition, University Intercollegiate Athletics Policy 8.036 reflects and specifies certain requirements regarding ethical conduct, as does University's Conflict of Interest and Conflict of Commitment policies, each of which, as amended from time to time, shall be deemed a part of this Agreement. Coach further agrees to comply with all applicable constitutions, bylaws, interpretations, laws, policies, rules or regulations relating to the conduct and administration of the football program. If Coach becomes aware, or has reasonable cause to believe, that violations of applicable constitutions, bylaws, interpretations, laws, policies, rules or regulations have taken place, he shall report them promptly (and in all cases within seven days) to the Director of Athletics. Coach also agrees to adhere to, to respect and to follow the academic standards, requirements and policies of the University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes.

## 2.2 Reassignment.

The University's intent is for Coach to serve as the head football coach of the intercollegiate football team throughout the Term of this Agreement. However, Coach understands that the University retains the right to assign Coach to other positions with different duties during the Term of this Agreement (Reassignment). Should such Reassignment be under consideration, University shall consult with Coach and seek Coach's input at least thirty (30) calendar days before a Reassignment is made. In no event, however, will Coach be assigned to a position that is not, in University's sole good faith judgment, consistent with his education, expertise or experience, nor will Coach's Guaranteed Salary be reduced during the Term of this Agreement. If University reassigns Coach and Coach refuses to accept such reassignment, University must terminate this Agreement pursuant to the terms and conditions for termination by University set forth in Section 6.2 below.

### 2.3 Reporting Relationship.

As head football coach of the intercollegiate football team, Coach shall report to the Athletic Director or another member of the senior athletic administration as designated by the Athletic Director.

### 3. Term of Agreement

The term (Term) of this Agreement shall begin on December 7, 2016, and end at 11:59 pm Pacific Time on January 31, 2022, at which time this Agreement shall expire without penalty to either party. Each contract year (Contract Year) shall be any twelve (12) month period during the Term from 12:00 am February 1 to 11:59 pm on January 31.

Contract Year 1:	December 7, 2016 – January 31, 2018
Contract Year 2:	February 1, 2018 – January 31, 2019
Contract Year 3:	February 1, 2019 – January 31, 2020
Contract Year 4:	February 1, 2020 – January 31, 2021
Contract Year 5:	February 1, 2021 – January 31, 2022

### 4. Compensation

Coach is entitled to compensation as identified in this Agreement. Coach may earn supplemental income related to his employment as and to the extent approved by the University and consistent with NCAA and PAC-12 regulations. All payments from University are subject to applicable deductions and withholdings for tax purposes and employee benefit programs in which Coach participates. All payments are also subject to the terms and conditions in Sections 6 and 7 regarding termination of this Agreement.































## **Exhibit A**

### Communication

The President of the University will meet with Coach annually to discuss the President's expectations for NCAA rules compliance.

The Athletics Director will meet with Coach annually to discuss the Athletics Director's expectations for NCAA rules compliance. The meeting will address the following:

- Athletics Director's philosophy and expectations on rules compliance.
- Compliance resources for the football program.
- The football program's shared responsibility with compliance staff.
- Continued dialogue with Athletics Director to discuss the institution and football program's compliance environment and expectations.

The Compliance Director will meet with Coach at least annually to discuss his/her expectations for NCAA rules compliance. The meeting will address the following:

- Compliance Director's philosophy and expectations on rules compliance.
- Compliance resources for the football program.
- A discussion of the compliance staff's and football program's expectations for submitting rules interpretations and waiver requests and how to best resolve any disagreements over the submission of such requests.
- Football program's shared responsibility with compliance staff.
- Expectations for reporting actual and suspected NCAA rules issues (e.g., immediate action; reporting lines).
- Establishment of a plan for continued dialogue with Compliance Director to discuss the institution and program's compliance environment and expectations.
- Establishment of a plan for ongoing dialogue between coaching staff and compliance staff to discuss key issues facing the sport and program (e.g., agents; initial eligibility; pre-enrollment amateurism, etc.).

The President, Athletics Director, Compliance Director and Coach will meet annually to discuss the institution and program's compliance environment and expectations.

### Monitoring

Coach will actively look for red flags of potential violations.

In consultation with the Compliance Director, Coach will create written procedures to ensure that the football staff, including assistant coaches, is monitoring the football program's rules compliance.

In consultation with the Compliance Director, Coach will:

- Assign a football staff liaison to the University's compliance staff.
- Assign football staff members to monitor specific areas of compliance (e.g., recruiting contacts, initial eligibility, amateurism, telephone contacts).
- Regularly evaluate football staff members to ensure their areas of compliance are monitored and that all responsibilities are executed in a timely manner.
- Ensure that the football program has adequate and ongoing compliance training and that there is a plan in place for discussion of important information.
- Determine reporting lines for resolving actual and potential NCAA rules issues.
- Determine reporting lines to alert compliance staff of issues involving prospective student-athletes and current student-athletes (e.g., agents, initial eligibility, pre-enrollment amateurism, etc.).
- Regularly solicit feedback from the football staff concerning their areas of compliance and the program's overall compliance environment in order to ensure that the monitoring systems are functioning properly.
- Ensure that football staff immediately notifies the compliance staff when concerns or red flags occur related to potential NCAA rules violations.