

NOTICE OF PUBLIC MEETING

The Board of Trustees of the University of Oregon will hold a virtual public meeting on:

Friday, March 7th at 10:30 a.m. Pacific Time
Remotely via Zoom

Subjects of the meeting will include employment contracts for intercollegiate football coaches.

Video livestream will be available for members of the media and the public at:
<https://trustees.uoregon.edu/meetings>.

The meeting's agenda and materials will be available at: <https://trustees.uoregon.edu/upcoming-meetings>.

If toll-free telephone conference, sign language for the deaf or hard of hearing, or accessibility accommodations are required, contact trustees@uoregon.edu at least 24 hours in advance of the posted meeting time. Please specify the sign language preference if applicable.

BOARD OF TRUSTEES

6227 University of Oregon, Eugene OR 97403-1266 T (541) 346-3166 trustees.uoregon.edu

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Board of Trustees of the University of Oregon
Public Meeting
10:30 a.m. | Friday, March 7, 2025
Virtual Meeting Via Zoom

Convene

- Call to order & Roll Call

- 1. Approval of Certain Athletic Contract (Football, Head Coach).** Rob Mullens, Director of Intercollegiate Athletics.
- 2. Approval of Certain Athletic Contract (Football, Assistant Coach/Defensive Coordinator).** Rob Mullens, Director of Intercollegiate Athletics.
- 3. Approval of Certain Athletic Contract (Football, Assistant Coach/Offensive Coordinator).** Rob Mullens, Director of Intercollegiate Athletics.

Meeting Adjourns.

Agenda Item #1

Head Football Coach Contract Amendment



Summary of Requested Action

Amended Employment Agreement: Dan Lanning

Board of Trustees ratification is sought for an employment contract within the Department of Intercollegiate Athletics (Athletics). Although employment matters are delegated to the University President, the Board has retained authority over contracts and instruments with an anticipated value reasonably expected to reach or exceed \$5,000,000. Athletics reached terms for an amended employment agreement with Dan Lanning (Lanning), head coach of the intercollegiate football team, the aggregate value of which will exceed that threshold.

Below is a brief summary of key economic terms:

Term

The amendment commences at the beginning of contract year 4.

Contract Year 2b:	July 1, 2023 – January 31, 2024
Contract Year 3:	February 1, 2024 – January 31, 2025
Contract Year 4:	February 1, 2025 – January 31, 2026
Contract Year 5:	February 1, 2026 – January 31, 2027
Contract Year 6:	February 1, 2027 – January 31, 2028
Contract Year 7:	February 1, 2028 – January 31, 2029
Contract Year 8:	February 1, 2029 – January 31, 2030
Contract Year 9:	February 1, 2020 – January 31, 2031

Should the football team win 10 regular season games during any of the years in Contract Years 4-9, this agreement will be extended by one contract year.

Base Salary

Contract Year 2b:	\$7,000,000 <i>annualized</i>
Contract Year 3:	\$7,200,000
Contract Year 4:	\$9,400,000
Contract Year 5:	\$9,600,000
Contract Year 6:	\$9,800,000
Contract Year 7:	\$10,000,000
Contract Year 8:	\$10,200,000
Contract Year 9:	\$10,400,000

If this contract is extended as described above, the base salary shall increase by \$200,000 for the additional and Final Contract Year.

Deferred Compensation

University shall contribute \$1,000,000 per Contract Year to a deferred compensation program on behalf of Lanning.

Other Incentives

Coach shall be eligible for various incentive payments based upon athletic and academic performance metrics.

Termination

If Lanning terminates this employment agreement prior to the Contract Year 9 (or of an additional Final Contract Year earned as described above) Period of Competition, the University will be entitled to a payment of \$20,000,000.

If the University terminates this employment agreement without cause Lanning shall be entitled to 100% of the total remaining guaranteed salary as described above.

Market Comparison:

2024 publicly available market data estimates Lanning's February 1, 2025, annual guaranteed compensation to be top 4 in the Big Ten and within the top 10 nationally.

Funding Sources:

Lanning's employment agreement is funded entirely with Athletics revenue, including donor funds.

Board of Trustees of the University of Oregon

Resolution: Authorization to Execute Revised Employment Agreement (Dan Lanning)

Whereas, Dan Lanning (Lanning) has a record of 35-6 (.854) in three seasons as head coach of the University of Oregon’s (University) intercollegiate football team, ranking third in the country among active coaches in both wins and winning percentage during that time period;

Whereas, Lanning is the first head coach in the football program’s history to win 35 games in his first three seasons, including leading the football program to double-digit wins in all three seasons, and Lanning is the second head coach in the football program’s history with consecutive 12-win seasons;

Whereas, Lanning led the football program to the Big Ten Championship in the University’s first year in the Big Ten Conference, and led the team to the Number 1 seed in the College Football Playoff;

Whereas, Lanning is one of the nation’s premier recruiters and has established himself as a leader within University’s athletic department in supporting and serving student-athletes;

Whereas, the Department of Intercollegiate Athletics (“Athletics”) and Lanning have agreed to revised terms to his employment agreement, as head coach of the football program; attached hereto as Exhibit A;

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

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;

Now, therefore, the Board of Trustees of the University of Oregon hereby ratifies the terms of agreement reached by the Department of Intercollegiate Athletics in negotiating a revised employment agreement with Dan Lanning and authorizes the University to execute a contract attached hereto as Exhibit A.

Moved: _____ Seconded: _____

Trustee	Vote	Trustee	Vote
Aaron		Moses	
Abbott		Seeley	
Boyle		Tykeson	
Evans Jackman		Storment	
Fick		Ulum	
Holwerda		Wool	
Hornecker		Worden	
Madison			

Record here if voice vote without dissent rather than roll call: _____

The Board of Trustees of the University of Oregon
Resolution: Authorization to Execute Revised Employment Agreement (Dan Lanning)
7 March 2025

Dated: _____

Recorded: _____

EXHIBIT A

Employment Agreement Amendment #3

This is Employment Agreement Amendment #3 (Amendment #3) to the Employment Agreement (Original Agreement), as amended by Amendment #1 (Amendment #1) and Amendment #2 (Amendment #2). The Original Agreement as amended by Amendment #1 and Amendment #2 was entered into by the University of Oregon (University) and Dan Lanning (Coach) and signed by University and Coach on January 19, 2022. Amendment #1 was entered into by University and Coach and signed by Coach on July 29, 2023 and by University on August 8, 2023. Amendment #2 was entered into by University and Coach and signed by Coach on June 29, 2024 and by University on July 1, 2024.

The Original Agreement is amended as follows:

1. Section 3 of the Original Agreement is deleted and in its place the following is substituted:

3. Term of Agreement

a. The term (Term) of this Agreement shall begin on December 12, 2021, and end at 11:59 pm Pacific Time on January 31, 2031, at which time this Agreement shall expire without penalty to either party. Each contract year (Contract Year) is defined below.

Contract Year 1:	December 12, 2021 – January 31, 2023
Contract Year 2a:	February 1, 2023 – June 30, 2023
Contract Year 2b:	July 1, 2023 – January 31, 2024
Contract Year 3:	February 1, 2024 – January 31, 2025
Contract Year 4:	February 1, 2025 – January 31, 2026
Contract Year 5:	February 1, 2026 – January 31, 2027
Contract Year 6:	February 1, 2027 – January 31, 2028
Contract Year 7:	February 1, 2028 – January 31, 2029
Contract Year 8:	February 1, 2029 – January 31, 2030
Contract Year 9:	February 1, 2030 – January 31, 2031

b. This Agreement does not automatically renew for any additional periods. However, if University football team wins a minimum of ten (10) regular season games during any individual Contract Year beginning with Contract Year 4, this Agreement shall be automatically extended by one (1) Contract Year. The Term of this Agreement may not be extended to add more than one (1) Contract Year. If earned, additional Contract Year will be of similar date and duration as Contract Year 9 and be understood as the Final Contract Year.

2. Section 4.1 of the Original Agreement is deleted and in its place the following is substituted:

4.1 Salary

Subject to certain provisions of Section 6 below, University shall pay Coach a Guaranteed Salary as outlined below. Coach's Guaranteed Salary shall be constituted by all Contract Years and shall be paid in equal installments on University's regular pay days.

a.

Contract Year 1:	\$4,600,000 <i>annualized</i>
Contract Year 2a:	\$4,700,000 <i>annualized</i>
Contract Year 2b:	\$7,000,000 <i>annualized</i>
Contract Year 3:	\$7,200,000
Contract Year 4:	\$9,400,000
Contract Year 5:	\$9,600,000
Contract Year 6:	\$9,800,000
Contract Year 7:	\$10,000,000
Contract Year 8:	\$10,200,000
Contract Year 9:	\$10,400,000

- b. Should Coach earn additional Contract Year through Section 3 above, the Guaranteed Salary for that Contract Year shall increase by \$200,000 over the previous Contract Year.

3. Section 4.3 of the Original Agreement is deleted and in its place the following is substituted:

4.3 Annual Performance Incentives

- a. Coach will be eligible to receive performance incentive payments as follows provided that Coach is serving as head football coach at the time of the relevant CFP game identified in subsection 4.3.a.1 below or the final game of the season (inclusive of any bowl games, if applicable) in which an achievement of any Other Performance Incentive identified in subsection 4.3.a.2 below is reached:

1. CFP Participation Incentive:

CFP National Championship Game:	\$500,000
CFP Semi-Final:	\$250,000
CFP Quarterfinal:	\$200,000
CFP First Round:	\$150,000

CFP Participation Incentives above are not cumulative (only one can be earned per season). The maximum CFP Participation Incentive that may be earned in any individual Contract Year is \$500,000.

2. Other Performance Incentives:

Win CFP National Championship Game:	\$500,000
Win Big Ten Championship Game:	\$150,000
Qualify for Big Ten Championship Game:	\$100,000
12 Regular Season Wins:	\$200,000
Big Ten Conference Coach of the Year	\$ 25,000
AP or Walter Camp National Coach of the Year	\$100,000

Other Performance Incentives above are cumulative. The maximum Other Performance Incentive that may be earned in any individual Contract Year is \$1,075,000.

b. If earned by Coach, payments for Annual Performance Incentive payments shall be made within forty-five (45) days following the season in which such incentive payments are earned.

4. Section 4.4 of the Original Agreement is deleted and in its place the following is substituted:

4.4 Academic Incentives

a. Coach will be eligible to receive incentives based on the football team’s cumulative academic achievement (Academic Incentive). Academic Incentive payments will be based on the single-year Academic Progress Rate (APR) of the football team. Team APR will be calculated in each Contract Year as follows:

<u>Contract Year</u>	<u>APR Criteria</u>	<u>Date APR Issued</u>
Year 1	2021-22 Academic Year APR	June 2023
Year 2	2022-23 Academic Year APR	June 2024
Year 3	2023-24 Academic Year APR	June 2025
Year 4	2024-25 Academic Year APR	June 2026
Year 5	2025-26 Academic Year APR	June 2027
Year 6	2026-27 Academic Year APR	June 2028
Year 7	2027-28 Academic Year APR	June 2029
Year 8	2028-29 Academic Year APR	June 2030
Year 9	2029-30 Academic Year APR	June 2031

b. Academic Incentive payments will be based on the following schedule:

<u>Academic Progress Rate</u>	<u>Payment</u>
985 or greater in any individual Contract Year	\$100,000 per Contract Year

If earned by Coach, the incentive payment shall be made within forty-five (45) days of the date upon which the NCAA academic progress rate data is available to University. Coach must be employed by University as head football coach at the conclusion of each Contract Year to earn the Academic Incentive associated with that Contract Year.

5. Section 6.1(c) of the Original Agreement is deleted and in its place the following is substituted:

6.1 Termination due to Death or Disability.

c. If this Agreement is terminated because Coach becomes totally disabled, Coach shall continue to receive the Contract Year salaries as identified in Section 4.1 above and any other standard University fringe benefits provided for under this Agreement until such time as Coach becomes eligible for (even if subsequently paid retroactively) total disability benefits from PERS, Social Security, or a private or group insurer (cumulatively disability benefits), whichever first occurs. At the time Coach becomes eligible for disability benefits, if any, all compensation and other University fringe benefits shall terminate. Coach has an obligation to make diligent efforts to apply for disability benefits. If Coach fails to make diligent efforts to apply for disability benefits, University's obligations under this Section 6.1 shall be discharged.

6. Sections 6.2(b) and 6.2(c) of the Original Agreement are deleted and in their place the following are substituted:

6.2 Termination by University (not for cause)

b. Subject to Coach's obligations under Section 6.2.e, If University terminates this Agreement under this Section 6.2, University shall pay to Coach, as liquidated damages, the following:

One hundred percent (100%) of the total remaining and unpaid Guaranteed Salary owed for the remainder of the otherwise unexpired Term as set forth in Section 4.1 and one hundred percent (100%) of the total remaining deferred compensation owed for the

remainder of the otherwise unexpired Term as set forth in Section 4.2 m.

- c. University's obligation under Section 6.2.b shall not accrue interest (so long as not in arrears) and shall be paid on a monthly basis through January 31, 2031 (end of Contract Year 9), or through the final day of the Final Contract Year, if earned, as outlined in Section 3. University's obligations under section 6.2.b are subject to Coach's duty to mitigate, as set forth in Section 6.2.e. Failure to pay timely such liquidated damages shall constitute a breach of this Agreement and such sum shall be recoverable, in any state court of competent jurisdiction in the State of Oregon. Notwithstanding the foregoing, Coach is required to give the University reasonable notice of the breach (no less than ten days) and an opportunity to cure prior to initiating a lawsuit against the University. After the Termination Date, Coach will not be entitled to any other employee benefits except as otherwise provided in this Section 6.2 or required by applicable law. This means that Coach must return all UO property (including any assigned Courtesy Cars) to the University by the Termination Date. In no case shall University be liable for the loss of any collateral business opportunities or any other benefits (including unemployment compensation), or perquisites, or income resulting from activities such as but not limited to, camps, clinics, media appearances, broadcast talent fees, apparel, equipment or shoe contracts, consulting relationships, or from any other (inside-the-University or outside-the-University) sources that may ensue as a result of University's termination of this Agreement under this Section 6.2. Should Coach face tax liability in the year in which University terminates him under this Section 6.2 for liquidated damages owed to him in future years, the University and Coach will negotiate in good faith for an advance payment of a portion of the future liquidated damages payments potentially owed by the University. In no event will any advance payment exceed 35% of the net present value of those sums owed by University under this Section 6.2. Any such advance payment shall be subject to all mitigation obligations set forth in this contract. This includes, but is not limited to, (i) taking Coach's mitigation obligations into consideration when determining the net present value of the sums owed by University and (ii) reimbursing the University for any portion of advance payments made that exceed the amount of liquidated damages owed after accounting for Coach's mitigation obligations. Any such advance will result in a commensurate reduction or cessation of future liquidated damages payments and, if the advance exceeds the amount of liquidated damages owed, reimbursing the University for overpaid liquidated damages.

7. Section 6.3(c) of the Original Agreement is deleted and in its place the following is substituted:

6.3 Termination by Coach

- c. Termination by Coach shall require Coach to pay, or cause to be paid, as repayment of Compensation, perquisites and benefits paid to or accrued by Coach in anticipation that Coach

would fulfill the Term, a fixed sum to University, according to the following schedule:

Any time before the end of the Contract Year 9 Period of Competition (“Period of Competition” is understood annually as August 1 through the date of the Oregon football team’s last regular season game (including the conference championship game, if applicable): \$20,000,000

Should Coach earn a Contract Year extension as outlined in Section 3, Coach’s obligation to University in this Section 6.3(c) shall also extend through the Final Contract Year Period of Competition for that additional Contract Year. For the avoidance of doubt, if Coach earns additional Contract Year extension through January 31, 2032, Coach will also owe University a \$20,000,000 payment for terminating this agreement in accordance with Section 6.3 prior to the team’s last regular season game (including the conference championship game, if applicable) of the 2031 football season.

Sections 6.3(d) and (e) of the Original Agreement apply with equal force to this liquidated damages provision in Amendment #1, including that Coach and the University have bargained for and agreed to this liquidated damages provision, and giving consideration to the fact that termination by Coach may precipitate or lead to University’s loss of revenue or other economic advantages or income related to University’s athletic program, which damages are extremely difficult to determine fairly, adequately or with certainty.

8. Section 7.3 of the Original Agreement is deleted and in its place the following is substituted:

7.3 Pay Reduction, Temporary Leave Without Pay, FTE Reduction or Lay Off. If athletic department revenues (or projected revenues) generated through ticket sales, donations and tv/multi-media rights are impaired by at least 10% for a fiscal year or over multiple fiscal years due to natural disaster, war, riot, pandemic, public health emergency, NCAA directive, government order, or other catastrophe beyond the control of University, University may, without additional consideration, lay off, reduce FTE, implement a temporary leave without pay, or temporarily reduce Coach’s Guaranteed Salary and Contract Year salaries as outlined in Section 4.1 above. In the event of a prolonged leave without pay or layoff, University will work with Coach to facilitate access by Coach to any University, state or federal benefits programs for the provision of health benefits and unemployment compensation and University’s obligations under paragraphs 4, 4.1, 4.2, 4.3 and 4.4 shall otherwise be suspended during the layoff or furlough period. In no event shall any action taken pursuant to this paragraph result in a percentage reduction of salary or a duration of time of such reduction that is greater than the smallest percentage imposed on the Athletic Director, Head Men’s Basketball Coach, or Head Women’s Basketball Coach.

This Employment Agreement Amendment #3 is effective upon full execution by Coach and University. All other terms and conditions of the Original Agreement remain in full force and effect.

The parties indicate their acceptance of and agreement to the terms and conditions of this Amendment #3 by their signatures below.

Dan Lanning

University of Oregon

Dan Lanning

Rob Mullens, Director of Athletics

Date

Date

Agenda Item #2

Assistant Football Coach/Defensive Coordinator Contract



Board of Trustees ratification is sought for an employment contract within the Department of Intercollegiate Athletics (Athletics). Although employment matters are delegated to the University President, the Board has retained authority over contracts and instruments with an anticipated value reasonably expected to reach or exceed \$5,000,000. Athletics reached terms for an employment agreement with Tosh Lupoi (Lupoi), assistant coach/defensive coordinator of the intercollegiate football team, the aggregate value of which will exceed that threshold over the entirety of the proposed agreement.

Below is a brief summary of key economic terms:

Term

The term of this agreement begins on February 1, 2025, and ends on January 31, 2028.

Contract Year 1:	February 1, 2025 – January 31, 2026
Contract Year 2:	February 1, 2026 – January 31, 2027
Contract Year 3:	February 1, 2027 – January 31, 2028

Base Salary

Contract Year 1:	\$2,000,000
Contract Year 2:	\$2,000,000
Contract Year 3:	\$2,000,000

Other Incentives

Lupoi shall be eligible for various incentive payments based upon athletic and academic performance metrics.

Termination

If Lupoi terminates this employment agreement prior to its expiration, the University shall be entitled to a fixed sum as outlined in the agreement.

If the University terminates this employment agreement without cause Lupoi shall be entitled to 100% of the total remaining unpaid guaranteed salary as described in the agreement.

Market Comparison:

2024 publicly available market data estimates Lupoi’s February 1, 2025, annual guaranteed compensation to be within the top 10 nationally for defensive coordinators.

Funding Sources:

Lupoi’s employment agreement is funded entirely with Athletics revenue, including donor funds.

Football Assistant Coach/Defensive Coordinator Contract – Summary of Terms

7 March 2025

Board of Trustees of the University of Oregon

Resolution: Authorization to Execute Employment Agreement (Tosh Lupoi)

Whereas, Tosh Lupoi (Lupoi), as assistant coach/defensive coordinator of University of Oregon’s (University) intercollegiate football team, has led the team to a Top 20 program in both total defense and scoring defense;

Whereas, Lupoi’s defensive unit allowed 14 points or less seven times during the 2024 season, including the football program’s first shutout since 2021, at Purdue University;

Whereas, the Department of Intercollegiate Athletics (“Athletics”) and Lupoi have agreed to terms in his employment agreement, as assistant coach/defensive coordinator for the football program; attached hereto as Exhibit B;

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

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;

Now, therefore, the Board of Trustees of the University of Oregon hereby ratifies the terms of agreement reached by the Department of Intercollegiate Athletics in negotiating an employment agreement with Tosh Lupoi and authorizes the University to execute a contract attached hereto as Exhibit B.

Moved: _____ Seconded: _____

Trustee	Vote	Trustee	Vote
Aaron		Moses	
Abbott		Seeley	
Boyle		Tykeson	
Evans Jackman		Storment	
Fick		Ulum	
Holwerda		Wool	
Hornecker		Worden	
Madison			

Record here if voice vote without dissent rather than roll call: _____

Dated: _____ Recorded: _____

EXHIBIT B

Employment Agreement

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

1. Purpose

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

2. Position

2.1 Description of Coach's Responsibilities

- a. Title. Coach is employed as assistant coach/defensive coordinator of University's intercollegiate football team subject to the terms and conditions of this Agreement. Coach is also an exempt Officer of Administration (OA), as defined in the University's OA employment policy.
- 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 an assistant football coach/defensive coordinator and such other reasonably related duties and responsibilities (so long as they do not interfere with his duties and responsibilities as assistant football coach/defensive coordinator) as may be assigned to him from time to time; (ii) to give proper time and attention to furthering his responsibilities to University; (iii) to comply with all rules, regulations, policies, and decisions established or issued by University, University's Department of Intercollegiate Athletics (Department), the Big Ten Conference (Big Ten) and the National Collegiate Athletic Association (NCAA). Coach also agrees that notwithstanding the provisions of Section 4.5, 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.
- c. General administration as assistant football coach/defensive coordinator. During the period in which University employs Coach as assistant football coach/defensive coordinator, Coach agrees to perform properly, efficiently, to the best of his ability and consistent with University standards, all duties and responsibilities of an assistant football coach/defensive coordinator in this position. Coach is responsible for assisting with the management and administration of all phases of the intercollegiate football program fully in keeping with the philosophies and objectives of the Department and University, including compliance with NCAA, Big Ten, and University policies which can be found in University's

Policy Library, currently at policies.uoregon.edu.

d. Day to day responsibilities as assistant football coach/defensive coordinator. As assistant football coach/defensive coordinator, Coach's specific and essential responsibilities include, but are not limited to, assisting the head football coach with: (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, modeling and reinforcing in student-athletes high standards for character and conduct both on and off the field; (iii) Participating in activities to generate and maximize revenue to sustain the football program and to support other activities of the Department; (iv) Arranging and conducting practices; (v) Supervising personnel, including assistant coaches, graduate assistants and others, providing orientation and training as appropriate, conducting performance evaluations at least annually as necessary; (vi) Assisting with the conditioning, training, safety and discipline of student-athletes, including the development, and effective communication and implementation of team rules; (vii) Directing the team at all football games and events; (viii) Participating in clinics, exhibitions, and camp activities as reasonably requested by the athletic director or head football coach; (ix) Participating in public relations events as reasonably requested by the athletic director or head football coach; (x) Cooperating with other Department and University personnel, including other coaches; and (xi) Performing other duties as reasonably requested by the athletic director or head football coach.

e. Ethical Responsibilities: 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 Department, agrees to represent University in an honorable and ethical manner at all times. Standards for the ethical conduct of Department staff are established and enforced by the athletic director, University, Big Ten 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, standards, directives, 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, standards, directives, rules or regulations have taken place, he shall report them promptly (and in all cases within seven days) to the athletic director. As set forth in NCAA Bylaw 11.2.1(a) and 19.2.3, and consistent with University's obligations under Rule 32.2.2 of Big Ten Rules of Organization and Procedure, but only to the extent not prohibited or inconsistent with Oregon Law, Coach has an affirmative obligation to cooperate fully in the NCAA and/or Big Ten infractions process, including the investigation and adjudication of any case involving allegations of infractions. Such cooperation includes cooperation with any internal University investigation, but also cooperation with an investigative or adjudicative body of the NCAA or Big Ten, in order to further the objectives of the NCAA or Big Ten, its infractions program, and its independent alternative

resolution program. Such cooperation shall include disclosing and providing access to all electronic devices used in any way for University purposes and providing access to all social media, messaging and other applications that are or may be relevant to an investigation. Coach will comply with University's reporting obligations relating to prohibited discrimination, the Clery Act and the abuse of minors. Coach shall inform the Athletic Director within 24 hours should Coach learn that he is under investigation by the US Center for SafeSport or a governing body in Coach's sport. Coach also agrees to adhere to and respect and follow the academic standards, requirements and policies of University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes. Coach shall conduct all team activities in a manner that prioritizes student athletes' emotional and physical health and safety. Coach shall at all times follow the directives of trainers and medical staff regarding a student athlete's fitness for practice and competition and shall never use physical exercise as a form of punishment.

f. In addition to the duties described above, Coach is required to perform significant public appearances and public relations functions related to football team, including, but not limited to: i) appearing in public as a representative of the team and the entire athletics program; ii) participating in media days and press availability in conjunction with contests and significant events involving the team; iii) conducting himself at all times with an understanding that his words and actions reflect directly on the character and integrity of the football team and the Department; and iv) representing the team and the Department at events, as requested by the head football coach or the athletic director, including at media events, fan events, donor meetings, tournaments and other special occasions.

2.2 Reassignment

University's intent is for Coach to serve as the assistant coach/defensive coordinator of the intercollegiate football team throughout the Term of this Agreement. However, Coach understands that 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. University also has the right to place Coach on paid administrative leave pending the outcome of an investigation relating to an alleged violation of this Agreement, applicable University policy or state or federal law.

2.3 Reporting Relationship

As assistant coach/defensive coordinator of the intercollegiate football team, Coach shall report to the head football coach or another member of the senior athletic administration as designated by the athletic director.

3. Term of Agreement

The term of this Agreement shall begin on February 1, 2025, and end at 11:59 pm Pacific Time on January 31, 2028 (Term), at which time this Agreement shall expire without penalty to either party. This contract does not automatically renew. Each contract year (Contract Year) is defined below.

Contract Year 1:	February 1, 2025 – January 31, 2026
Contract Year 2:	February 1, 2026 – January 31, 2027
Contract Year 3:	February 1, 2027 – January 31, 2028

4. Compensation

Coach is entitled to compensation as identified in this Agreement. Coach may earn supplemental income related to his employment and to the extent approved by University and consistent with NCAA and Big Ten 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.

4.1 Salary

University shall pay Coach a Guaranteed Salary as outlined below. Coach’s Guaranteed Salary shall be constituted by all Contract Years and shall be paid in equal installments on University’s regular pay days.

Contract Year 1:	\$2,000,000
Contract Year 2:	\$2,000,000
Contract Year 3:	\$2,000,000

4.2 Fringe Benefits

a. Except as set forth in this Agreement, Coach shall be entitled to participate in University fringe benefits offered to other employees that share his status as an Officer of Administration, subject to the limitations set forth in this section and section 8.8. These include (but are not limited to) group life insurance, medical, dental, and vision insurance; paid vacation and sick leave; disability insurance; participation in the Optional Retirement Plan; and opportunities to invest in tax deferred annuities and deferred compensation plans. Coach is not entitled to use negative sick leave. Coach will be provided with protected leave in compliance with state and federal law.

b. Coach is eligible to use paid vacation during his employment with University, subject to the terms and conditions set forth in this paragraph. Coach understands that a maximum of 260 hours of vacation time may be accrued. Coach further understands and agrees that Coach will not receive payment for any unused vacation at the end of his employment with University. Subject to any limitations imposed by state or federal law, Coach understands and agrees that Coach must notify, to the extent possible, and obtain the approval of his supervisor in advance of using vacation or sick leave. Absent extenuating circumstances, as determined by University, failure to obtain appropriate permission prior to using vacation or sick leave will be considered an unexcused absence. Coach acknowledges that University will record as vacation regular work days on which Coach is absent during off-season periods in the event that Coach fails to properly record such time as vacation or sick leave.

c. Coach will receive reimbursement for all business-related travel and out-of-pocket expenses, including travel expenses for his spouse/partner (whenever deemed appropriate by the athletic director), consistent with University policy.

d. University will pay the cost for Coach's spouse/partner to travel to one regular season away football contest. In the event the football team participates in a post-season bowl game, University agrees to pay the costs for Coach's spouse/partner and any dependent children living in Coach's home to travel to bowl game. Other spouse/partner or dependent travel may be approved at the athletic director's discretion. University will also provide reasonable parking accommodations for football home games at team facilities. Coach understands that these benefits may be subject to taxation.

e. University shall provide to Coach at all times during the Term of this Agreement while Coach is assistant football coach/defensive coordinator one (1) courtesy car. The Department will insure the car for official business, but Coach must provide automobile liability (no less than \$1 million limit) and collision insurance for personal use of the car. Should University be unsuccessful in obtaining the courtesy car for Coach, Coach shall receive a stipend of \$300 per month in lieu of the courtesy car.

f. During the Term of this Agreement while Coach is assistant football coach/defensive coordinator, Coach will receive, as part of the standard Athletic Department fringe benefit package and to help him fulfill his duties as assistant football coach/defensive coordinator: six (6) tickets to each of University's football team's home games and two (2) tickets to each home game of each of University's other varsity intercollegiate athletic teams. Coach understands that these benefits may be subject to taxation.

g. During the term of this agreement while Coach is assistant football coach/defensive coordinator, Coach will be eligible to annually receive a reasonable amount of apparel, equipment, and shoes from University's contracted provider.

h. Coach is eligible to receive a Nike Elite allowance at the discretion of the athletic director.

4.3 Annual Performance Incentives

Each Contract Year during the Term of this Agreement, Coach will be eligible to receive performance incentive payments as follows:

Qualify for Big Ten Championship Game	\$10,000
Win Big Ten Championship Game	\$20,000
Compete in CFP First Round Game	\$15,000
Compete In CFP Quarterfinals Game	\$15,000
Compete In CFP Semi-Finals Game	\$20,000
Compete in CFP National Championship Game	\$25,000
Win CFP National Championship Game	\$50,000

Each of the bonus provisions listed above are cumulative. If the Oregon football team receives a CFP First Round Bye, that incentive will be considered “earned”. Maximum performance incentives payment per Contract Year is \$155,000. Coach must be employed by University and serve as assistant football coach/defensive coordinator in the game to earn the applicable bonus. If earned by Coach, the incentive payments shall be made within forty-five (45) days following the season in which such incentive payments are earned.

4.4 Academic Incentives

a. Academic Progress Rate. To the extent permitted by law and in the absence of any adverse impact on any University program, Coach will be eligible to receive academic incentives payments based on the single-year Academic Progress Rate (APR) of the football team. The APR rates measured will be based on the following schedule:

<u>Contract Year</u>	<u>APR Criteria</u>	<u>Date APR Issued</u>
Year 1	2025-26 academic year APR	APR Issued June 2027
Year 2	2026-27 academic year APR	APR issued June 2028
Year 3	2027-28 academic year APR	APR issued June 2029

b. APR incentive payments will be based on the following schedule:

<u>Academic Progress Rate</u>	<u>Payment</u>
985 or greater	\$5,000

If earned by Coach, the incentive payment shall be made within forty-five (45) days of the date upon which the NCAA academic progress rate data is available to University. Coach must be employed by University as assistant football coach/defensive coordinator at the conclusion of each contract year to

earn the APR bonus associated with that Contract Year.

4.5 Opportunities to Earn Outside Income.

While Coach is assistant football coach/defensive coordinator, Coach shall have the opportunity to earn income from outside University as a result of his position subject to the terms and conditions set forth herein and other University policies including but not limited to the Conflict of Interest, Conflict of Commitment and Outside Activities policies.

a. The following general terms and conditions shall apply whenever Coach wishes to earn outside income related to his expertise, experience, or occupation as an assistant football coach/defensive coordinator: (i) Any outside activities shall not interfere with the full, complete, and satisfactory performance of Coach's duties and obligations as a University employee, recognizing always that his primary obligations lie with University; (ii) In no event shall Coach knowingly accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA or Big Ten legislation or the constitution, bylaws, rules and regulations, or their interpretations in effect at the time, and changes of such legislation, constitution, bylaws, rules and regulations or interpretations automatically apply to this Agreement without the necessity of written modification; (iii) Coach shall disclose to, and obtain the advance written approval of the athletic director before entering into agreements for outside income or in-kind or financial benefits. Subject to other terms of this Agreement, such approval shall not be unreasonably withheld as to arrangements not directly related to coaching responsibilities, information and activities. Except as required by the Department, Coach shall not endorse or be a spokesperson or celebrity personality for goods or services manufactured, sold or provided by persons or entities other than those with which University has contracted, without prior written approval of University. Such approval shall not be unreasonably withheld.

b. Coach may earn additional compensation as a result of his responsibilities operating University's football youth camps. Camp operation is subject to all the rules and procedures outlined in the Department's Procedural Manual and University policy. The opportunity to operate a camp on or using University facilities is exclusively available to Coach only while he is serving as assistant football coach/defensive coordinator. University shall have no responsibility or liability for loss of camp income resulting from termination of this Agreement. University does not guarantee any minimal camp-related income. Income shall be determined consistent with Department procedures and practices.

c. Any income produced by outside activities is independent of this Agreement, and University shall have no responsibility or liability for any loss of such outside income resulting from termination of this Agreement or from the reassignment of Coach, regardless of Coach's expectations based on past

history or representations and regardless of whether either party could have foreseen or contemplated such a loss upon termination or reassignment or whether such a loss resulted directly or indirectly from the termination or reassignment.

d. Coach shall not earn outside income from pre-game, post-game or coach's show, "highlights" and other television and radio show broadcasts. Except for spontaneous, live interviews consistent with any restrictions arising out of any University media rights holder agreement, Coach shall not provide any such services, commentary or performance relating to University of Oregon football except as consistent with any University media rights holder agreement unless approved by the Department.

e. The Department reserves the right to deal directly with manufacturers, importers, or distributors of athletic shoes, apparel or equipment, and to negotiate and contract for usage and endorsement of their products. Coach shall not enter into any such contracts.

f. Coach shall provide, as and when directed by University, a detailed accounting in writing of all income and benefits from all sources outside University.

5. Performance Evaluations

5.1 The head football coach will evaluate Coach's performance of his job duties and responsibilities annually on the same basis as performance evaluations are done for other employees of Coach's classification. These evaluations may take into account prior evaluations and the expectations and goals set for Coach in such prior evaluations.

5.2 As part of the evaluation process, win-loss record, post-season appearance performance (if any), recruiting success, compliance with University, Presidential, Big Ten, and NCAA policies, standards, directives, rules and regulations, student-athlete academic progress, student-athlete development, and fund-raising success shall be taken into account and evaluated against comparably situated and funded Division I intercollegiate athletics programs.

5.3 If Coach has a complaint regarding the terms and conditions of Coach's employment, Coach can report that complaint to the head football coach as appropriate. If that report relates to prohibited discrimination, Coach always retains the option to make a report to the Office of Investigations and Civil Rights Compliance or the Title IX Coordinator or to seek assistance from those offices, consistent with UO policy relating to prohibited discrimination and state and federal law. Except as stated in this section 5, Coach has no other rights relating to performance evaluations or internal grievance or complaints processes.

6. Termination without Cause

6.1 Termination due to Death or Disability.

a. This Agreement shall terminate upon Coach's death. This Agreement shall also terminate upon Coach's total disability (within the meaning of University's disability insurance for employees of Coach's classification or within the meaning of Oregon Public Employees Retirement System (PERS) regulations or federal Social Security Administration Regulations).

b. If this Agreement is terminated pursuant to this section because of Coach's death, Coach's compensation and all other benefits shall terminate as of the calendar month in which death occurs, except that his estate or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by University and due to Coach pursuant to that plan. Coach's dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of Officers of Administration at University. In addition, University shall pay to Coach's estate any compensation already fully earned but not yet payable under this Agreement.

c. If this Agreement is terminated because Coach becomes totally disabled, Coach shall continue to receive the Guaranteed Salary and any other standard University fringe benefits provided for under this Agreement until such time as Coach becomes eligible for (even if subsequently paid retroactively) total disability benefits from PERS, Social Security, or a private or group insurer (cumulatively disability benefits), whichever first occurs. At the time Coach becomes eligible for disability benefits, if any, all compensation and other University fringe benefits shall terminate. Coach has an obligation to make diligent efforts to apply for disability benefits. If Coach fails to make diligent efforts to apply for disability benefits, University's obligations under this Section 6.1 shall be discharged.

6.2 Termination by University (not for cause)

a. University shall have the right to terminate this Agreement at any time for any or no reason. Such termination shall be effectuated by delivering to Coach written notice of University's intent to terminate this Agreement without cause and shall be effective upon delivery to the Coach or upon the date stated in the letter, whichever is later (Termination Date). University shall not be obligated to state a reason for termination of Coach without cause. If University exercises its right under this Section 6.2, Coach shall only be entitled to payments, damages or compensation as provided for in Section 6.2.b below. This means that, notwithstanding any other language or section of this Agreement, in no event will University be obligated to pay Coach any amount in excess of the amount provided for in Section 6.2.b.

b. Subject to Coach's obligations under Section 6.2.e, if University terminates this Agreement under this Section 6.2, University shall pay to Coach, as liquidated damages, the following:

1. One hundred percent (100%) of Coach's total remaining, unpaid Guaranteed Salary. For clarity, liquidated damages calculations under 6.2.b.1 shall be conducted as follows: Add all full future Contract Year salaries to the prorated salaries of any partial Contract Years. Prorated salaries for partial Contract Years are determined by multiplying the applicable Contract Year salary by $X/365$, where X is the number of days remaining in the applicable Contract Year at the time of termination.
2. If head football coach voluntarily leaves his head coaching position at the University, University may terminate this agreement under 6.2. University shall then pay Coach as liquidated damages the lesser of: (1) one hundred percent (100%) of the equivalent of twelve (12) months of Coach's Contract Year salary at the time of termination; or (2) one hundred percent (100%) of the remaining, unpaid Guaranteed Salary. In either instance, University retains the exclusive discretion to make payment to Coach under 6.2.b.2 as a single lump sum, or separate and equal monthly payments. All terms and conditions regarding this liquidated damages payment outlined in Sections 6.2.c, 6.2.d, and 6.2.e will apply.

c. University's obligation under Section 6.2.b shall not accrue interest (so long as not in arrears) and shall be paid on a monthly basis over the balance of the scheduled Term of this Agreement. University's obligations under section 6.2.b are subject to Coach's duty to mitigate, as set forth in Section 6.2.e. Failure to pay timely such liquidated damages shall constitute a breach of this Agreement and such sum shall be recoverable, in any state court of competent jurisdiction in the State of Oregon. Notwithstanding the foregoing, Coach is required to give University reasonable notice of the breach (no less than ten days) and an opportunity to cure prior to initiating a lawsuit against University. After the Termination Date, Coach will not be entitled to any other employee benefits except as otherwise provided in this Section 6.2 or required by applicable law. This means that Coach must return all UO property (including any assigned courtesy car) to University by the Termination Date. In no case shall University be liable for the loss of any collateral business opportunities or any other benefits (including unemployment compensation), or perquisites, or income resulting from activities such as but not limited to, camps, clinics, media appearances, broadcast talent fees, apparel, equipment or shoe contracts, consulting relationships, or from any other (inside-University or outside-University) sources that may ensue as a result of University's termination of this Agreement under this Section 6.2.

d. Coach and University have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that termination of this Agreement by University under this Section 6.2 may precipitate or lead to Coach's loss of certain salary, benefits, supplemental compensation or other economic advantages or income related to his employment at University, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by University shall constitute sufficient, adequate and reasonable compensation to Coach for any loss, damages or injury Coach suffers because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty. The provisions of this Section 6.2 shall be without prejudice to any other right (excluding unemployment compensation) Coach may have under applicable law. Coach acknowledges that state and federal taxes must be withheld and paid on liquidated damages as required by law.

e. If University terminates this Agreement under this Section 6.2, Coach agrees to mitigate University's obligations to pay liquidated damages under Section 6.2.b by making reasonable, good faith, and diligent efforts to obtain Comparable Employment, such as a coaching position at a college or University or with a professional team as soon as reasonably possible after termination of this Agreement. Should Coach obtain any employment, including, but not limited to, Comparable Employment ("New Employment"), University's financial obligations under this Agreement, including Section 6.2.b, shall cease if Coach's Monthly Compensation from New Employment (defined as 1/12th of Coach's annual compensation, inclusive of all bonuses and any form of monetary compensation, including any payments into special programs, including special insurance vehicles or corporations or trusts, but excluding usual and customary non-monetary fringe benefits such as health and life insurance, club memberships and use of vehicles), is equal to or greater than University's obligation to pay liquidated damages under Section 6.2.b and 6.2.e, prorated on a monthly basis. If Coach's Monthly Compensation, from New Employment is less than University's monthly obligation to pay liquidated damages under Section 6.2.b, the amount of University's obligation to pay liquidated damages shall be reduced on a monthly basis by the greater of: a) the amount of Coach's Monthly Compensation from such New Employment or, in the event University reasonably determines that the amount of such Monthly Compensation is not within an acceptable range of compensation amounts pursuant to the anticipated results of an arms-length negotiation between Coach and a new employer when then-existing and relevant marketplace factors are applied, or b) the median Monthly Compensation, as determined from publicly available sources, of incumbents in equivalent coaching or athletic administrative positions in, as relevant, the NCAA Division, collegiate athletics' conference, or professional sports league in which Coach has obtained Comparable Employment or any other employment. In no event, will University's then-current obligation to pay Coach liquidated damages increase if Coach resigns from New Employment or is otherwise terminated from New Employment. In the event Coach is separated from New Employment and University still has obligations under Section 6.2, Coach continues to have the mitigation obligations set forth above. Coach shall promptly inform University of changes in his employment status (including monthly salary and type and value of fringe benefits that are included in the calculation of Coach's compensation) for purposes of the implementation of this Section 6.2.e. Coach agrees to provide University with a copy of any employment

agreement relevant to Coach's obligations stated above, as well as other information necessary to establish compliance with this mitigation obligation including, upon request, information relating to income Coach has received in a manner that did not generate a form W-2 or 1099. Should Coach fail to produce evidence of engaging in good faith efforts to obtain employment within a reasonable time (not to exceed thirty days) following University's request for such documentation or should such documents indicate that Coach is not fulfilling Coach's mitigation obligations outlined in this section, University's obligations to pay liquidated damages under Section 6.2.b shall cease.

6.3 Termination by Coach

a. Coach recognizes that his promise to work for University for the entire Term of this Agreement is of essence to this Agreement. Coach also recognizes that University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with University prior to the expiration of the Term of this Agreement. In recognition of these facts and the difficulties for the University and athletics department that would ensue as a result of, among other things, the lost investment and the need to replace Coach following termination, the parties agree that Coach's decision to terminate this Agreement prior to its expiration will be subjected to the following terms and conditions.

b. If Coach wishes to pursue other employment opportunities, Coach is required to provide head football coach with written or verbal notice prior to meeting with representatives from another entity to discuss such employment opportunities. If Coach terminates this Agreement during its Term he must notify head football coach in writing. While Coach is assigned to the position of assistant football coach/defensive coordinator, such termination by Coach must occur at a time other than during the period of intercollegiate football competition ("Period of Competition" and understood annually as August 1 through the Oregon football team's final game), including any and all post-season play in which the Oregon football team is competing), unless both parties mutually agree otherwise. However, so long as the termination occurs other than during the Period of Competition, nothing limits Coach's ability to provide notice at any time. If Coach gives notice of termination during or prior to the completion the Period of Competition, University may require Coach to continue his coaching and other responsibilities, or University may reassign Coach until the completion of all play. Simultaneously with such notice of termination, Coach shall inform University in writing of his employment plans following the termination of his employment with University. Coach shall be deemed to have resigned his employment and terminated this agreement, as provided for in section 6.3, if Coach does not perform his duties for more than 30 days and such absence is unexcused, meaning that he did not obtain consent from University prior to taking leave and the absence is not attributable to a medical emergency or other situation that prevented the Coach from informing University of his absence. University will determine whether a situation is one that prevents the Coach from informing it of his absence. If Coach resigns under Section

6.3, University shall have no further financial obligation to Coach beyond the effective date of Coach's resignation.

c. Termination by Coach shall require Coach to pay, or cause to be paid, as repayment of Compensation, perquisites, and benefits paid to or accrued by Coach in anticipation that Coach would fulfill the Term, a fixed sum to University according to the following schedule. For clarity, liquidated damages calculations under 6.3.c.1 through 6.3.c.3 shall be conducted as follows below. Add all full future Contract Year salaries to the prorated salaries of any partial Contract Years. Prorated salaries for partial Contract Years are determined by multiplying the applicable Contract Year salary by $X/365$, where X is the number of days remaining in the applicable contract year at the time of termination. This number will then be multiplied by the relevant percentage as dictated by the date of termination.

1. One hundred percent (100%) of the remaining, unpaid Guaranteed Salary if this Agreement is Terminated by Coach prior to August 1, 2025.
2. Fifty percent (50%) of the remaining, unpaid Guaranteed Salary if this Agreement is Terminated by Coach beginning August 1, 2025 and prior to February 1, 2027.
3. Twenty five percent (25%) of the remaining, unpaid Guaranteed Salary if this Agreement is Terminated by Coach beginning February 1, 2027 and prior to January 1, 2028.

The above amounts shall be waived by University if Coach terminates employment with the University to accept a position as an FBS level head football coach, NFL head coach or NFL defensive coordinator (with full play calling responsibilities).

d. The parties recognize and agree that termination of the Agreement by Coach under this section 6.3 may lead to damages and/or injury suffered by University, and may precipitate or lead to University's loss of revenue or other economic advantages or income related to University's athletic program, the forecast and measurement of which is extremely difficult to determine. The parties agree that the foregoing provision constitutes a sufficient, adequate, and reasonable estimate of the potential injury to University and that it shall be enforceable as liquidated damages and not as a penalty.

e. Any amount owed by Coach to University as per Section 6.3(c) is payable in full within sixty (60) days of termination by Coach. Provided, however, that if University membership in Big Ten ends and University does not join without a competition- season interruption, a conference of comparable stature and NCAA classification level, this subsection shall not apply and Coach shall not be obligated to pay any liquidated damages.

7. Termination for Cause and Discipline

7.1 Coach may be disciplined as determined by the athletic director for: (i) any reason for which an Officer of Administration may be disciplined; (ii) for a material violation of any constitution, bylaw, interpretation, rule, regulation, or policy of the NCAA or Big Ten, and/or any policy, standard or directive of University or the President; or (iii) any material violation of local, state or federal law or a material breach of this Agreement. Discipline under this provision may be in addition to discipline imposed by the NCAA or Big Ten. Depending on the violation, the athletic director may provide an opportunity for Coach to remediate or may impose a reprimand, assess a fine (of a day's pay or more), suspend (with or without pay) or, consistent with Section 7.2, terminate Coach. Coach shall cooperate fully with any University personnel in the course of any investigation of illegal or prohibited behavior on the part of Coach, students, boosters, employees, administrators, volunteers, or agents of University.

7.2 University shall have the right to terminate this Agreement for cause prior to its expiration. Coach waives any procedural rights he may have under University policy or the law except those contained in this Agreement. If University is considering termination for cause, Coach shall be notified of the grounds and shall have the opportunity to present a statement of denial, explanation or excuse before such termination is finalized. Coach understands, however, that as set forth in NCAA Bylaw 11.2.1(b), if Coach is found to be in violation of any rule or regulation of the NCAA, Coach shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures. In that situation, Coach agrees that University shall implement any such disciplinary or corrective actions imposed by the NCAA and that, notwithstanding anything else in this contract or this section, University has the right to immediately implement the discipline (including termination) or corrective action required under the NCAA enforcement procedures; such action shall be considered cause, as set forth in Section 7.2(a).

a. "Cause" shall include in addition to its normally understood meaning in employment agreements and in University Policy: (i) A deliberate and serious violation of the duties outlined in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Coach's abilities; (ii) Conduct resulting in a conviction for violation of any criminal statute involving moral turpitude or a state or federal felony crime; (iii) A serious violation of any law, rule, regulation, constitutional provision, bylaw, or interpretation of the Big Ten or the NCAA, which may, in the sole good faith judgment of University, reflect or impact materially and adversely upon University or its athletic program or which may result in University being placed on probation by the Big Ten or the NCAA, including any violation which may have occurred during prior employment at University or another NCAA member institution, either by Coach or by a member of the coaching staff or any other person Coach supervises or directs; (iv) Absence from duty of 60 continuous days (except due to illness documented by a licensed physician) or 60 business days in any twelve (12) month period (except due to illness documented by a licensed physician) without the athletic director's consent (which shall not be unreasonably withheld); (v) a serious

violation of any University or Presidential policy, standard or directive; (vi) Failure to prevent misconduct by student-athletes that results in harm to others in circumstances where Coach could have prevented the misconduct and failed to take reasonable action to do so; (vii) any action or failure to act under circumstances reasonably calling for action, that results in significant risk of physical or emotional injury to a student-athlete, or (viii) misconduct, as that term is defined in the OA Corrective Discipline Procedure.

b. If this Agreement is terminated for cause, all obligations of University to make further payments or to provide any other consideration to Coach shall cease as of the end of the month in which such termination occurs. If the Agreement is terminated for cause, University shall not be liable to Coach for any compensation, damages or the loss of any collateral business opportunities or any other benefits, prerequisites or income whether from University or other sources.

7.3 Pay Reduction, Temporary Leave Without Pay, FTE Reduction or Lay Off. If athletic department revenues (or projected revenues) generated through ticket sales, donations and tv/multi-media rights are impaired by at least 10% for a fiscal year or over multiple fiscal years due to natural disaster, war, riot, pandemic, public health emergency, NCAA directive, government order, or other catastrophe beyond the control of University, University may, without additional consideration, lay off, reduce FTE, implement a temporary leave without pay, or temporarily reduce Coach's Guaranteed Salary as outlined in 4.1. In the event of a prolonged leave without pay or layoff, University will work with Coach to facilitate access by Coach to any University, state or federal benefits programs for the provision of health benefits and unemployment compensation and University's obligations under paragraphs 4, 4.1, 4.2, 4.3 and 4.4 shall otherwise be suspended during the layoff or furlough period.

8. Miscellaneous

8.1 This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively in the Circuit Court for Lane County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities.

8.2 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

8.3 The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the parties agree to attempt to substitute for any illegal, invalid, or unenforceable provision a valid or enforceable one, which achieves the economic, legal and commercial objectives of the invalid or unenforceable provision to the greatest extent possible.

8.4 No waiver, consent, modification, or change of any term of this Agreement shall bind either party unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to future enforcement of that or any other provision.

8.5 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

8.6 This Agreement may be publicly disclosed in its entirety.

8.7 Coach's position as assistant football coach/defensive coordinator is not tenure-related and has no academic rank.

8.8 This Agreement, together with all incorporated documents and exhibits attached hereto and referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter, superseding any previous agreements written or otherwise contemplating the subject matter herein. Accordingly, because this Agreement covers the terms and conditions of Coach's employment, Coach is not subject to those OA policies and procedures that cover the same subject matters covered by this agreement, including OA policies and procedures relating to time off (sick and vacation), separations, discipline or grievances. However, Coach is subject to those University policies expressly incorporated in this agreement and those University policies that concern subject matters not covered by this agreement. For example, Coach is subject to University's policies prohibiting discrimination and requiring the reporting of prohibited discrimination, University's policies requiring the report of fraud and abuse and University policies covering minors on campus programs. This Agreement shall not be modified except by a signed writing dated subsequent to the date of this Agreement and signed by Coach and on behalf of University by its duly authorized representative. The parties hereby acknowledge and agree that this Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly

in accordance with its terms and without any strict construction in favor of or against either party.

8.9 All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered to Coach or to athletic director in-person or if delivered by either one of the following two methods: (i) mailed (registered or certified mail, postage prepaid, return receipt requested); or (ii) e-mailed to the person's official University e-mail address (read receipt requested). Generally, notices shall be delivered to the following persons simultaneously. However, if in-person delivery is used, the copy will be mailed or e-mailed within a reasonable time thereafter. Delivery is effective on: (i) the date the notice is delivered in-person; (ii) three days after notice is placed in the mail; or (iii) on the date e-mailed to the person's official UO e-mail address.

To Coach: Tosh Lupoi
Last known address on file with Human Resources
Official UO e-mail address

With a copy to:

To University: Director of Athletics
University of Oregon
2727 Leo Harris Parkway
Eugene, OR 97401

With a copy to: Office of the General Counsel
University of Oregon

8.10 All compensation payable to Coach under this Agreement or sums payable to Coach for breach of this Agreement are payable only from revenues of the Department or funds made available to the Department by University's affiliated foundation. University is not obligated to use state general fund money to pay compensation payable to Coach or to pay sums payable to Coach for breach of this Agreement. Nothing in this section 8.10 shall be construed to affect University's obligation to pay compensation to Coach under this Agreement from the sources of funds identified in this Section 8.10.

The parties indicate their acceptance of and agreement to the terms and conditions of this Agreement by their signatures below. Coach can also indicate acceptance by providing coaching services to the University.

Coach

University of Oregon

Tosh Lupoi

Rob Mullens

Date

Date

Agenda Item #3

Assistant Football Coach/Offensive Coordinator Contract



Board of Trustees ratification is sought for an employment contract within the Department of Intercollegiate Athletics (Athletics). Although employment matters are delegated to the University President, the Board has retained authority over contracts and instruments with an anticipated value reasonably expected to reach or exceed \$5,000,000. Athletics reached terms for an employment agreement with William Stein (Stein), assistant coach/offensive coordinator of the intercollegiate football team, the aggregate value of which will exceed that threshold over the entirety of the proposed agreement.

Below is a brief summary of key economic terms:

Term

The term of this agreement begins on February 1, 2025, and ends on January 31, 2028.

Contract Year 1:	February 1, 2025 – January 31, 2026
Contract Year 2:	February 1, 2026 – January 31, 2027
Contract Year 3:	February 1, 2027 – January 31, 2028

Base Salary

Contract Year 1:	\$1,750,000
Contract Year 2:	\$1,750,000
Contract Year 3:	\$1,750,000

Other Incentives

Stein shall be eligible for various incentive payments based upon athletic and academic performance metrics.

Termination

If Stein terminates this employment agreement prior to its expiration, the University shall be entitled to a fixed sum as outlined in the agreement.

If the University terminates this employment agreement without cause Stein shall be entitled to 100% of the total remaining unpaid guaranteed salary as described in the agreement.

Market Comparison:

2024 publicly available market data estimates Stein’s February 1, 2025, annual guaranteed compensation to be within the top 10 nationally for offensive coordinators.

Funding Sources:

Stein’s employment agreement is funded entirely with Athletics revenue, including donor funds.

Football Assistant Coach/Offensive Coordinator Contract – Summary of Terms

7 March 2025

Board of Trustees of the University of Oregon

Resolution: Authorization to Execute Employment Agreement (William Stein)

Whereas, William Stein (Stein), has directed one of the nation’s top offenses in two seasons as assistant coach/offensive coordinator of University of Oregon’s (University) intercollegiate football team;

Whereas, Stein has coached back-to-back Heisman Trophy finalists at quarterback in Bo Nix and Dillon Gabriel;

Whereas, the Department of Intercollegiate Athletics (“Athletics”) and Stein have agreed to terms in his employment agreement, as assistant coach/offensive coordinator for the football program; attached hereto as Exhibit C;

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

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;

Now, therefore, the Board of Trustees of the University of Oregon hereby ratifies the terms of agreement reached by the Department of Intercollegiate Athletics in negotiating an employment agreement with William Stein and authorizes the University to execute a contract attached hereto as Exhibit C.

Moved: _____ Seconded: _____

Trustee	Vote	Trustee	Vote
Aaron		Moses	
Abbott		Seeley	
Boyle		Tykeson	
Evans Jackman		Storment	
Fick		Ulum	
Holwerda		Wool	
Hornecker		Worden	
Madison			

Record here if voice vote without dissent rather than roll call: _____

Dated: _____ Recorded: _____

EXHIBIT C

Employment Agreement

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

1. Purpose

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

2. Position

2.1 Description of Coach's Responsibilities

- a. Title. Coach is employed as assistant coach/offensive coordinator of University's intercollegiate football team subject to the terms and conditions of this Agreement. Coach is also an exempt Officer of Administration (OA), as defined in the University's OA employment policy.
- 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 an assistant football coach/offensive coordinator and such other reasonably related duties and responsibilities (so long as they do not interfere with his duties and responsibilities as assistant football coach/offensive coordinator) as may be assigned to him from time to time; (ii) to give proper time and attention to furthering his responsibilities to University; (iii) to comply with all rules, regulations, policies, and decisions established or issued by University, University's Department of Intercollegiate Athletics (Department), the Big Ten Conference (Big Ten) and the National Collegiate Athletic Association (NCAA). Coach also agrees that notwithstanding the provisions of Section 4.5, 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.
- c. General administration as assistant football coach/offensive coordinator. During the period in which University employs Coach as assistant football coach/offensive coordinator, Coach agrees to perform properly, efficiently, to the best of his ability and consistent with University standards, all duties and responsibilities of an assistant football coach/offensive coordinator in this position. Coach is responsible for assisting with the management and administration of all phases of the intercollegiate football program fully in keeping with the philosophies and objectives of the Department and University, including compliance with NCAA, Big Ten, and University policies which can be found in University's

Policy Library, currently at policies.uoregon.edu.

d. Day to day responsibilities as assistant football coach/offensive coordinator. As assistant football coach/offensive coordinator, Coach's specific and essential responsibilities include, but are not limited to, assisting the head football coach with: (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, modeling and reinforcing in student-athletes high standards for character and conduct both on and off the field; (iii) Participating in activities to generate and maximize revenue to sustain the football program and to support other activities of the Department; (iv) Arranging and conducting practices; (v) Supervising personnel, including assistant coaches, graduate assistants and others, providing orientation and training as appropriate, conducting performance evaluations at least annually as necessary; (vi) Assisting with the conditioning, training, safety and discipline of student-athletes, including the development, and effective communication and implementation of team rules; (vii) Directing the team at all football games and events; (viii) Participating in clinics, exhibitions, and camp activities as reasonably requested by the athletic director or head football coach; (ix) Participating in public relations events as reasonably requested by the athletic director or head football coach; (x) Cooperating with other Department and University personnel, including other coaches; and (xi) Performing other duties as reasonably requested by the athletic director or head football coach.

e. Ethical Responsibilities: 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 Department, agrees to represent University in an honorable and ethical manner at all times. Standards for the ethical conduct of Department staff are established and enforced by the athletic director, University, Big Ten 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, standards, directives, 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, standards, directives, rules or regulations have taken place, he shall report them promptly (and in all cases within seven days) to the athletic director. As set forth in NCAA Bylaw 11.2.1(a) and 19.2.3, and consistent with University's obligations under Rule 32.2.2 of Big Ten Rules of Organization and Procedure, but only to the extent not prohibited or inconsistent with Oregon Law, Coach has an affirmative obligation to cooperate fully in the NCAA and/or Big Ten infractions process, including the investigation and adjudication of any case involving allegations of infractions. Such cooperation includes cooperation with any internal University investigation, but also cooperation with an investigative or adjudicative body of the NCAA or Big Ten, in order to further the objectives of the NCAA or Big Ten, its infractions program, and its independent alternative

resolution program. Such cooperation shall include disclosing and providing access to all electronic devices used in any way for University purposes and providing access to all social media, messaging and other applications that are or may be relevant to an investigation. Coach will comply with University's reporting obligations relating to prohibited discrimination, the Clery Act and the abuse of minors. Coach shall inform the Athletic Director within 24 hours should Coach learn that he is under investigation by the US Center for SafeSport or a governing body in Coach's sport. Coach also agrees to adhere to and respect and follow the academic standards, requirements and policies of University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes. Coach shall conduct all team activities in a manner that prioritizes student athletes' emotional and physical health and safety. Coach shall at all times follow the directives of trainers and medical staff regarding a student athlete's fitness for practice and competition and shall never use physical exercise as a form of punishment.

f. In addition to the duties described above, Coach is required to perform significant public appearances and public relations functions related to football team, including, but not limited to: i) appearing in public as a representative of the team and the entire athletics program; ii) participating in media days and press availability in conjunction with contests and significant events involving the team; iii) conducting himself at all times with an understanding that his words and actions reflect directly on the character and integrity of the football team and the Department; and iv) representing the team and the Department at events, as requested by the head football coach or the athletic director, including at media events, fan events, donor meetings, tournaments and other special occasions.

2.2 Reassignment

University's intent is for Coach to serve as the assistant coach/offensive coordinator of the intercollegiate football team throughout the Term of this Agreement. However, Coach understands that 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. University also has the right to place Coach on paid administrative leave pending the outcome of an investigation relating to an alleged violation of this Agreement, applicable University policy or state or federal law.

2.3 Reporting Relationship

As assistant coach/offensive coordinator of the intercollegiate football team, Coach shall report to the head football coach or another member of the senior athletic administration as designated by the athletic director.

3. Term of Agreement

The term of this Agreement shall begin on February 1, 2025, and end at 11:59 pm Pacific Time on January 31, 2028 (Term), at which time this Agreement shall expire without penalty to either party. This contract does not automatically renew. Each contract year (Contract Year) is defined below.

Contract Year 1:	February 1, 2025 – January 31, 2026
Contract Year 2:	February 1, 2026 – January 31, 2027
Contract Year 3:	February 1, 2027 – January 31, 2028

4. Compensation

Coach is entitled to compensation as identified in this Agreement. Coach may earn supplemental income related to his employment and to the extent approved by University and consistent with NCAA and Big Ten 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.

4.1 Salary

University shall pay Coach a Guaranteed Salary as outlined below. Coach’s Guaranteed Salary shall be constituted by all Contract Years and shall be paid in equal installments on University’s regular pay days.

Contract Year 1:	\$1,750,000
Contract Year 2:	\$1,750,000
Contract Year 3:	\$1,750,000

4.2 Fringe Benefits

a. Except as set forth in this Agreement, Coach shall be entitled to participate in University fringe benefits offered to other employees that share his status as an Officer of Administration, subject to the limitations set forth in this section and section 8.8. These include (but are not limited to) group life insurance, medical, dental, and vision insurance; paid vacation and sick leave; disability insurance; participation in the Optional Retirement Plan; and opportunities to invest in tax deferred annuities and deferred compensation plans. Coach is not entitled to use negative sick leave. Coach will be provided with protected leave in compliance with state and federal law.

b. Coach is eligible to use paid vacation during his employment with University, subject to the terms and conditions set forth in this paragraph. Coach understands that a maximum of 260 hours of vacation time may be accrued. Coach further understands and agrees that Coach will not receive payment for any unused vacation at the end of his employment with University. Subject to any limitations imposed by state or federal law, Coach understands and agrees that Coach must notify, to the extent possible, and obtain the approval of his supervisor in advance of using vacation or sick leave. Absent extenuating circumstances, as determined by University, failure to obtain permission prior to using vacation or sick leave will be considered an unexcused absence. Coach acknowledges that University will record as vacation regular work days on which Coach is absent during off-season periods in the event that Coach fails to properly record such time as vacation or sick leave.

c. Coach will receive reimbursement for all business-related travel and out-of-pocket expenses, including travel expenses for his spouse/partner (whenever deemed appropriate by the athletic director), consistent with University policy.

d. University will pay the cost for Coach's spouse/partner to travel to one regular season away football contest. In the event the football team participates in a post-season bowl game, University agrees to pay the costs for Coach's spouse/partner and any dependent children living at home to travel to bowl game. Other spouse/partner or dependent travel may be approved at the athletic director's discretion. University will also provide reasonable parking accommodations for football home games at team facilities. Coach understands that these benefits may be subject to taxation.

e. During the term of this Agreement while Coach is assistant football coach/offensive coordinator, Coach will be provided with membership in the Eugene Country Club if such a membership is available (and if not available than an available membership in a country club of Coach's choice in the Eugene area.) The Athletic Department will pay monthly dues and approved business-related expenses. Coach will be responsible for any personal charges including, but not limited to, electric carts, lockers, restaurant charges and lessons. This membership is provided to assist in fund-raising efforts. Should Coach be reassigned, Coach's continued membership will depend upon the wishes of the Eugene Country Club, needs of the new position and its relative (to certain head coach positions) utility to promotional and fund-raising functions.

f. University shall provide to Coach at all times during the Term of this Agreement while Coach is assistant football coach/offensive coordinator one (1) courtesy car. The Department will insure the car for official business, but Coach must provide automobile liability (no less than \$1 million limit) and collision insurance for personal use of the car. Should University be unsuccessful in obtaining the courtesy car for Coach, Coach shall receive a stipend of \$300 per month in lieu of the courtesy car.

g. During the Term of this Agreement while Coach is assistant football coach/offensive coordinator, Coach will receive, as part of the standard Athletic Department fringe benefit package and to help him fulfill his duties as assistant football coach/offensive coordinator: six (6) tickets to each of University's football team's home games and two (2) tickets to each home game of each of University's other varsity intercollegiate athletic teams. Coach understands that these benefits may be subject to taxation.

h. During the term of this agreement while Coach is assistant football coach/offensive coordinator, Coach will be eligible to annually receive a reasonable amount of apparel, equipment, and shoes from University's contracted provider.

i. Coach is eligible to receive a Nike Elite allowance at the discretion of the athletic director.

4.3 Annual Performance Incentives

Each Contract Year during the Term of this Agreement, Coach will be eligible to receive performance incentive payments as follows:

Qualify for Big Ten Championship Game	\$10,000
Win Big Ten Championship Game	\$20,000
Compete in CFP First Round Game	\$15,000
Compete In CFP Quarterfinals Game	\$15,000
Compete In CFP Semi-Finals Game	\$20,000
Compete in CFP National Championship Game	\$25,000
Win CFP National Championship Game	\$50,000

Each of the bonus provisions listed above are cumulative. If the Oregon football team receives a CFP First Round Bye, that incentive will be considered "earned". Maximum performance incentives payment per Contract Year is \$155,000. Coach must be employed by University and serve as assistant football coach/offensive coordinator in the game to earn the applicable bonus. If earned by Coach, the incentive payments shall be made within forty-five (45) days following the season in which such incentive payments are earned.

4.4 Academic Incentives

a. Academic Progress Rate. To the extent permitted by law and in the absence of any adverse impact on any University program, Coach will be eligible to receive academic incentives payments based on the single-year Academic Progress Rate (APR) of the football team. The APR rates measured will be based on the following schedule:

<u>Contract Year</u>	<u>APR Criteria</u>	<u>Date APR Issued</u>
Year 1	2025-26 academic year APR	APR Issued June 2027
Year 2	2026-27 academic year APR	APR issued June 2028
Year 3	2027-28 academic year APR	APR issued June 2029

b. APR incentive payments will be based on the following schedule:

<u>Academic Progress Rate</u>	<u>Payment</u>
985 or greater	\$5,000

If earned by Coach, the incentive payment shall be made within forty-five (45) days of the date upon which the NCAA academic progress rate data is available to University. Coach must be employed by University as assistant football coach/offensive coordinator at the conclusion of each contract year to earn the APR bonus associated with that Contract Year.

4.5 Opportunities to Earn Outside Income.

While Coach is assistant football coach/offensive coordinator, Coach shall have the opportunity to earn income from outside University as a result of his position subject to the terms and conditions set forth herein and other University policies including but not limited to the Conflict of Interest, Conflict of Commitment and Outside Activities policies.

a. The following general terms and conditions shall apply whenever Coach wishes to earn outside income related to his expertise, experience, or occupation as an assistant football coach/offensive coordinator: (i) Any outside activities shall not interfere with the full, complete, and satisfactory performance of Coach's duties and obligations as a University employee, recognizing always that his primary obligations lie with University; (ii) In no event shall Coach knowingly accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA or Big Ten legislation or the constitution, bylaws, rules and regulations, or their interpretations in effect at the time, and changes of such legislation, constitution, bylaws, rules and regulations or interpretations automatically apply to this Agreement without the necessity of written modification; (iii) Coach shall disclose to, and obtain the advance written approval of the athletic director before entering into

agreements for outside income or in-kind or financial benefits. Subject to other terms of this Agreement, such approval shall not be unreasonably withheld as to arrangements not directly related to coaching responsibilities, information and activities. Except as required by the Department, Coach shall not endorse or be a spokesperson or celebrity personality for goods or services manufactured, sold or provided by persons or entities other than those with which University has contracted, without prior written approval of University. Such approval shall not be unreasonably withheld.

b. Coach may earn additional compensation as a result of his responsibilities operating University's football youth camps. Camp operation is subject to all the rules and procedures outlined in the Department's Procedural Manual and University policy. The opportunity to operate a camp on or using University facilities is exclusively available to Coach only while he is serving as assistant football coach/offensive coordinator. University shall have no responsibility or liability for loss of camp income resulting from termination of this Agreement. University does not guarantee any minimal camp-related income. Income shall be determined consistent with Department procedures and practices.

c. Any income produced by outside activities is independent of this Agreement, and University shall have no responsibility or liability for any loss of such outside income resulting from termination of this Agreement or from the reassignment of Coach, regardless of Coach's expectations based on past history or representations and regardless of whether either party could have foreseen or contemplated such a loss upon termination or reassignment or whether such a loss resulted directly or indirectly from the termination or reassignment.

d. Coach shall not earn outside income from pre-game, post-game or coach's show, "highlights" and other television and radio show broadcasts. Except for spontaneous, live interviews consistent with any restrictions arising out of any University media rights holder agreement, Coach shall not provide any such services, commentary or performance relating to University of Oregon football except as consistent with any University media rights holder agreement unless approved by the Department.

e. The Department reserves the right to deal directly with manufacturers, importers, or distributors of athletic shoes, apparel or equipment, and to negotiate and contract for usage and endorsement of their products. Coach shall not enter into any such contracts.

f. Coach shall provide, as and when directed by University, a detailed accounting in writing of all income and benefits from all sources outside University.

5. Performance Evaluations

5.1 The head football coach will evaluate Coach's performance of his job duties and responsibilities annually on the same basis as performance evaluations are done for other employees of Coach's classification. These evaluations may take into account prior evaluations and the expectations and goals set for Coach in such prior evaluations.

5.2 As part of the evaluation process, win-loss record, post-season appearance performance (if any), recruiting success, compliance with University, Presidential, Big Ten, and NCAA policies, standards, directives, rules and regulations, student-athlete academic progress, student-athlete development, and fund-raising success shall be taken into account and evaluated against comparably situated and funded Division I intercollegiate athletics programs.

5.3 If Coach has a complaint regarding the terms and conditions of Coach's employment, Coach can report that complaint to the head football coach as appropriate. If that report relates to prohibited discrimination, Coach always retains the option to make a report to the Office of Investigations and Civil Rights Compliance or the Title IX Coordinator or to seek assistance from those offices, consistent with UO policy relating to prohibited discrimination and state and federal law. Except as stated in this section 5, Coach has no other rights relating to performance evaluations or internal grievance or complaints processes.

6. Termination without Cause

6.1 Termination due to Death or Disability.

a. This Agreement shall terminate upon Coach's death. This Agreement shall also terminate upon Coach's total disability (within the meaning of University's disability insurance for employees of Coach's classification or within the meaning of Oregon Public Employees Retirement System (PERS) regulations or federal Social Security Administration Regulations).

b. If this Agreement is terminated pursuant to this section because of Coach's death, Coach's compensation and all other benefits shall terminate as of the calendar month in which death occurs, except that his estate or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by University and due to Coach pursuant to that plan. Coach's dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of Officers of Administration at University. In addition, University shall pay to Coach's estate any compensation already fully earned but not yet payable under this Agreement.

c. If this Agreement is terminated because Coach becomes totally disabled, Coach shall continue to receive the Guaranteed Salary and any other standard University fringe benefits provided for under this Agreement until such time as Coach becomes eligible for (even if subsequently paid retroactively) total disability benefits from PERS, Social Security, or a private or group insurer (cumulatively disability benefits), whichever first occurs. At the time Coach becomes eligible for disability benefits, if any, all compensation and other University fringe benefits shall terminate. Coach has an obligation to make diligent efforts to apply for disability benefits. If Coach fails to make diligent efforts to apply for disability benefits, University's obligations under this Section 6.1 shall be discharged.

6.2 Termination by University (not for cause)

a. University shall have the right to terminate this Agreement at any time for any or no reason. Such termination shall be effectuated by delivering to Coach written notice of University's intent to terminate this Agreement without cause and shall be effective upon delivery to the Coach or upon the date stated in the letter, whichever is later (Termination Date). University shall not be obligated to state a reason for termination of Coach without cause. If University exercises its right under this Section 6.2, Coach shall only be entitled to payments, damages or compensation as provided for in Section 6.2.b below. This means that, notwithstanding any other language or section of this Agreement, in no event will University be obligated to pay Coach any amount in excess of the amount provided for in Section 6.2.b.

b. Subject to Coach's obligations under Section 6.2.e, if University terminates this Agreement under this Section 6.2, University shall pay to Coach, as liquidated damages, the following:

1. One hundred percent (100%) of Coach's total remaining, unpaid Guaranteed Salary. For clarity, liquidated damages calculations under 6.2.b.1 shall be conducted as follows: Add all full future Contract Year salaries to the prorated salaries of any partial Contract Years. Prorated salaries for partial Contract Years are determined by multiplying the applicable Contract Year salary by $X/365$, where X is the number of days remaining in the applicable Contract Year at the time of termination.
2. If head football coach voluntarily leaves his head coaching position at the University, University may terminate this agreement under 6.2. University shall then pay Coach as liquidated damages the lesser of: (1) one hundred percent (100%) of the equivalent of twelve (12) months of Coach's Contract Year salary at the time of termination; or (2) one hundred percent (100%) of the remaining, unpaid Guaranteed Salary. In either instance, University retains the exclusive discretion to make payment to Coach under 6.2.b.2 as a single lump sum, or separate and equal monthly payments. All terms and conditions regarding this liquidated damages payment outlined in Sections 6.2.c, 6.2.d, and 6.2.e will apply.

c. University's obligation under Section 6.2.b shall not accrue interest (so long as not in arrears) and shall be paid on a monthly basis over the balance of the scheduled Term of this Agreement. University's obligations under section 6.2.b are subject to Coach's duty to mitigate, as set forth in Section 6.2.e. Failure to pay timely such liquidated damages shall constitute a breach of this Agreement and such sum shall be recoverable, in any state court of competent jurisdiction in the State of Oregon. Notwithstanding the foregoing, Coach is required to give University reasonable notice of the breach (no less than ten days) and an opportunity to cure prior to initiating a lawsuit against University. After the Termination Date, Coach will not be entitled to any other employee benefits except as otherwise provided in this Section 6.2 or required by applicable law. This means that Coach must return all UO property (including any assigned courtesy car) to University by the Termination Date. In no case shall University be liable for the loss of any collateral business opportunities or any other benefits (including unemployment compensation), or perquisites, or income resulting from activities such as but not limited to, camps, clinics, media appearances, broadcast talent fees, apparel, equipment or shoe contracts, consulting relationships, or from any other (inside-University or outside-University) sources that may ensue as a result of University's termination of this Agreement under this Section 6.2.

d. Coach and University have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that termination of this Agreement by University under this Section 6.2 may precipitate or lead to Coach's loss of certain salary, benefits, supplemental compensation or other economic advantages or income related to his employment at University, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by University shall constitute sufficient, adequate and reasonable compensation to Coach for any loss, damages or injury Coach suffers because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty. The provisions of this Section 6.2 shall be without prejudice to any other right (excluding unemployment compensation) Coach may have under applicable law. Coach acknowledges that state and federal taxes must be withheld and paid on liquidated damages as required by law.

e. If University terminates this Agreement under this Section 6.2, Coach agrees to mitigate University's obligations to pay liquidated damages under Section 6.2.b by making reasonable, good faith, and diligent efforts to obtain Comparable Employment, such as a coaching position at a college or University or with a professional team as soon as reasonably possible after termination of this Agreement. Should Coach obtain any employment, including, but not limited to, Comparable Employment ("New Employment"), University's financial obligations under this Agreement, including Section 6.2.b, shall cease if Coach's Monthly Compensation from New Employment (defined as 1/12th of Coach's annual compensation, inclusive of all bonuses and any form of monetary compensation, including any payments into special programs, including special insurance vehicles or corporations or trusts, but excluding usual and customary non-monetary fringe benefits such as health and life insurance, club memberships and use of vehicles), is equal to or greater than University's obligation to pay liquidated damages under Section

6.2.b and 6.2.e, prorated on a monthly basis. If Coach's Monthly Compensation, from New Employment is less than University's monthly obligation to pay liquidated damages under Section 6.2.b, the amount of University's obligation to pay liquidated damages shall be reduced on a monthly basis by the greater of: a) the amount of Coach's Monthly Compensation from such New Employment or, in the event University reasonably determines that the amount of such Monthly Compensation is not within an acceptable range of compensation amounts pursuant to the anticipated results of an arms-length negotiation between Coach and a new employer when then-existing and relevant marketplace factors are applied, or b) the median Monthly Compensation, as determined from publicly available sources, of incumbents in equivalent coaching or athletic administrative positions in, as relevant, the NCAA Division, collegiate athletics' conference, or professional sports league in which Coach has obtained Comparable Employment or any other employment. In no event, will University's then-current obligation to pay Coach liquidated damages increase if Coach resigns from New Employment or is otherwise terminated from New Employment. In the event Coach is separated from New Employment and University still has obligations under Section 6.2, Coach continues to have the mitigation obligations set forth above. Coach shall promptly inform University of changes in his employment status (including monthly salary and type and value of fringe benefits that are included in the calculation of Coach's compensation) for purposes of the implementation of this Section 6.2.e. Coach agrees to provide University with a copy of any employment agreement relevant to Coach's obligations stated above, as well as other information necessary to establish compliance with this mitigation obligation including, upon request, information relating to income Coach has received in a manner that did not generate a form W-2 or 1099. Should Coach fail to produce evidence of engaging in good faith efforts to obtain employment within a reasonable time (not to exceed thirty days) following University's request for such documentation or should such documents indicate that Coach is not fulfilling Coach's mitigation obligations outlined in this section, University's obligations to pay liquidated damages under Section 6.2.b shall cease.

6.3 Termination by Coach

a. Coach recognizes that his promise to work for University for the entire Term of this Agreement is of essence to this Agreement. Coach also recognizes that University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with University prior to the expiration of the Term of this Agreement. In recognition of these facts and the difficulties for the University and athletics department that would ensue as a result of, among other things, the lost investment and the need to replace Coach following termination, the parties agree that Coach's decision to terminate this Agreement prior to its expiration will be subjected to the following terms and conditions.

b. If Coach wishes to pursue other employment opportunities, Coach is required to provide head football coach with written or verbal notice prior to meeting with representatives from another entity to discuss such employment opportunities. If Coach terminates this Agreement during its Term he must notify head football coach in writing. While Coach is assigned to the position of assistant football coach/offensive coordinator, such termination by Coach must occur at a time other than during the period of intercollegiate football competition (“Period of Competition” and understood annually as August 1 through the Oregon football team’s final game), including any and all post-season play in which the Oregon football team is competing), unless both parties mutually agree otherwise. However, so long as the termination occurs other than during the Period of Competition, nothing limits Coach’s ability to provide notice at any time. If Coach gives notice of termination during or prior to the completion the Period of Competition, University may require Coach to continue his coaching and other responsibilities, or University may reassign Coach until the completion of all play. Simultaneously with such notice of termination, Coach shall inform University in writing of his employment plans following the termination of his employment with University. Coach shall be deemed to have resigned his employment and terminated this agreement, as provided for in section 6.3, if Coach does not perform his duties for more than 30 days and such absence is unexcused, meaning that he did not obtain consent from University prior to taking leave and the absence is not attributable to a medical emergency or other situation that prevented the Coach from informing University of his absence. University will determine whether a situation is one that prevents the Coach from informing it of his absence. If Coach resigns under Section 6.3, University shall have no further financial obligation to Coach beyond the effective date of Coach’s resignation.

c. Termination by Coach shall require Coach to pay, or cause to be paid, as repayment of Compensation, perquisites, and benefits paid to or accrued by Coach in anticipation that Coach would fulfill the Term, a fixed sum to University according to the following schedule. For clarity, liquidated damages calculations under 6.3.c.1 through 6.3.c.3 shall be conducted as follows below. Add all full future Contract Year salaries to the prorated salaries of any partial Contract Years. Prorated salaries for partial Contract Years are determined by multiplying the applicable Contract Year salary by $X/365$, where X is the number of days remaining in the applicable contract year at the time of termination. This number will then be multiplied by the relevant percentage as dictated by the date of termination.

1. One hundred percent (100%) of the remaining, unpaid Guaranteed Salary if this Agreement is Terminated by Coach prior to August 1, 2025.
2. Fifty percent (50%) of the remaining, unpaid Guaranteed Salary if this Agreement is Terminated by Coach beginning August 1, 2025 and prior to day following the 2026 season, including any post season games (which may actually be played in January 2027).
3. Twenty five percent (25%) of the remaining, unpaid Guaranteed Salary if this Agreement is Terminated by Coach beginning the day following the 2026 season, including any post season games (which may actually be played in January 2027) and prior to January 1, 2028.

The above amounts shall be waived by the University if Coach terminates employment with the University to accept a position as an FBS level head football coach, NFL head coach or sole NFL offensive coordinator (this exception does not include a co-coordinator or pass game coordinator or run game coordinator title).”

d. The parties recognize and agree that termination of the Agreement by Coach under this section 6.3 may lead to damages and/or injury suffered by University, and may precipitate or lead to University’s loss of revenue or other economic advantages or income related to University’s athletic program, the forecast and measurement of which is extremely difficult to determine. The parties agree that the foregoing provision constitutes a sufficient, adequate, and reasonable estimate of the potential injury to University and that it shall be enforceable as liquidated damages and not as a penalty.

e. Any amount owed by Coach to University as per Section 6.3(c) is payable in full within sixty (60) days of termination by Coach. Provided, however, that if University membership in Big Ten ends and University does not join without a competition- season interruption, a conference of comparable stature and NCAA classification level, this subsection shall not apply and Coach shall not be obligated to pay any liquidated damages.

7. Termination for Cause and Discipline

7.1 Coach may be disciplined as determined by the athletic director for: (i) any reason for which an Officer of Administration may be disciplined; (ii) for a material violation of any constitution, bylaw, interpretation, rule, regulation, or policy of the NCAA or Big Ten, and/or any policy, standard or directive of University or the President; or (iii) any material violation of local, state or federal law or a material breach of this Agreement. Discipline under this provision may be in addition to discipline imposed by the NCAA or Big Ten. Depending on the violation, the athletic director may provide an opportunity for Coach to remediate or may impose a reprimand, assess a fine (of a day's pay or more), suspend (with or without pay) or, consistent with Section 7.2, terminate Coach. Coach shall cooperate fully with any University personnel in the course of any investigation of illegal or prohibited behavior on the part of Coach, students, boosters, employees, administrators, volunteers, or agents of University.

7.2 University shall have the right to terminate this Agreement for cause prior to its expiration. Coach waives any procedural rights he may have under University policy or the law except those contained in this Agreement. If University is considering termination for cause, Coach shall be notified of the grounds and shall have the opportunity to present a statement of denial, explanation or excuse before such termination is finalized. Coach understands, however, that as set forth in NCAA Bylaw 11.2.1(b), if Coach is found to be in violation of any rule or regulation of the NCAA, Coach shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures. In that situation, Coach agrees that University shall implement any such disciplinary or corrective actions imposed by the NCAA and that, notwithstanding anything else in this contract or this section, University has the right to immediately implement the discipline (including termination) or corrective action required under the NCAA enforcement procedures; such action shall be considered cause, as set forth in Section 7.2(a).

a. "Cause" shall include in addition to its normally understood meaning in employment agreements and in University Policy: (i) A deliberate and serious violation of the duties outlined in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Coach's abilities; (ii) Conduct resulting in a conviction for violation of any criminal statute involving moral turpitude or a state or federal felony crime; (iii) A serious violation of any law, rule, regulation, constitutional provision, bylaw, or interpretation of the Big Ten or the NCAA, which may, in the sole good faith judgment of University, reflect or impact materially and adversely upon University or its athletic program or which may result in University being placed on probation by the Big Ten or the NCAA, including any violation which may have occurred during prior employment at University or another NCAA member institution, either by Coach or by a member of the coaching staff or any other person Coach supervises or directs; (iv) Absence from duty of 60 continuous days (except due to illness documented by a licensed physician) or 60 business days in any twelve (12) month period (except due to illness documented by a licensed

physician) without the athletic director's consent (which shall not be unreasonably withheld); (v) a serious violation of any University or Presidential policy, standard or directive; (vi) Failure to prevent misconduct by student-athletes that results in harm to others in circumstances where Coach could have prevented the misconduct and failed to take reasonable action to do so; (vii) any action or failure to act under circumstances reasonably calling for action, that results in significant risk of physical or emotional injury to a student-athlete, or (viii) misconduct, as that term is defined in the OA Corrective Discipline Procedure.

b. If this Agreement is terminated for cause, all obligations of University to make further payments or to provide any other consideration to Coach shall cease as of the end of the month in which such termination occurs. If the Agreement is terminated for cause, University shall not be liable to Coach for any compensation, damages or the loss of any collateral business opportunities or any other benefits, perquisites or income whether from University or other sources.

7.3 Pay Reduction, Temporary Leave Without Pay, FTE Reduction or Lay Off. If athletic department revenues (or projected revenues) generated through ticket sales, donations and tv/multi-media rights are impaired by at least 10% for a fiscal year or over multiple fiscal years due to natural disaster, war, riot, pandemic, public health emergency, NCAA directive, government order, or other catastrophe beyond the control of University, University may, without additional consideration, lay off, reduce FTE, implement a temporary leave without pay, or temporarily reduce Coach's Guaranteed Salary as outlined in 4.1. In the event of a prolonged leave without pay or layoff, University will work with Coach to facilitate access by Coach to any University, state or federal benefits programs for the provision of health benefits and unemployment compensation and University's obligations under paragraphs 4, 4.1, 4.2, 4.3 and 4.4 shall otherwise be suspended during the layoff or furlough period.

8. Miscellaneous

8.1 This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively in the Circuit Court for Lane County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities.

8.2 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

8.3 The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the parties agree to attempt to substitute for any illegal, invalid, or unenforceable provision a valid or enforceable one, which achieves the economic, legal and commercial objectives of the invalid or unenforceable provision to the greatest extent possible.

8.4 No waiver, consent, modification, or change of any term of this Agreement shall bind either party unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to future enforcement of that or any other provision.

8.5 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

8.6 This Agreement may be publicly disclosed in its entirety.

8.7 Coach's position as assistant football coach/offensive coordinator is not tenure-related and has no academic rank.

8.8 This Agreement, together with all incorporated documents and exhibits attached hereto and referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter, superseding any previous agreements written or otherwise contemplating the subject matter herein. Accordingly, because this Agreement covers the terms and conditions of Coach's employment, Coach is not subject to those OA policies and procedures that cover the same subject matters covered by this agreement, including OA policies and procedures relating to time off (sick and vacation), separations, discipline or grievances. However, Coach is subject to those University policies expressly incorporated in this agreement and those University policies that concern subject matters not covered by this agreement. For example, Coach is subject to University's policies prohibiting discrimination and requiring the reporting of prohibited discrimination, University's policies requiring the report of fraud and abuse and University policies covering minors on campus programs. This Agreement shall not be modified except by a signed writing dated subsequent to the date of this Agreement and signed by Coach and on behalf of University by its duly authorized representative. The parties hereby acknowledge and agree that this Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly

in accordance with its terms and without any strict construction in favor of or against either party.

8.9 All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered to Coach or to athletic director in-person or if delivered by either one of the following two methods: (i) mailed (registered or certified mail, postage prepaid, return receipt requested); or (ii) e-mailed to the person's official University e-mail address (read receipt requested). Generally, notices shall be delivered to the following persons simultaneously. However, if in-person delivery is used, the copy will be mailed or e-mailed within a reasonable time thereafter. Delivery is effective on: (i) the date the notice is delivered in-person; (ii) three days after notice is placed in the mail; or (iii) on the date e-mailed to the person's official UO e-mail address.

To Coach: William Stein
Last known address on file with Human Resources
Official UO e-mail address

With a copy to:

To University: Director of Athletics
University of Oregon
2727 Leo Harris Parkway
Eugene, OR 97401

With a copy to: Office of the General Counsel
University of Oregon

8.10 All compensation payable to Coach under this Agreement or sums payable to Coach for breach of this Agreement are payable only from revenues of the Department or funds made available to the Department by University's affiliated foundation. University is not obligated to use state general fund money to pay compensation payable to Coach or to pay sums payable to Coach for breach of this Agreement. Nothing in this section 8.10 shall be construed to affect University's obligation to pay compensation to Coach under this Agreement from the sources of funds identified in this Section 8.10.

The parties indicate their acceptance of and agreement to the terms and conditions of this Agreement by their signatures below. Coach can also indicate acceptance by providing coaching services to the University.

Coach

University of Oregon

William Stein

Rob Mullens

Date

Date