

Note for online reference: Any materials or exhibits referenced in this approved resolution can be found in the meeting's materials posted at <https://trustees.uoregon.edu/meetings>.

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

Resolution: Authorization to Execute Certain Employment Agreement (Helfrich)

Whereas, Mark Helfrich (Helfrich) is currently employed as the head coach of the University of Oregon's intercollegiate football team;

Whereas, Helfrich has led the Oregon Ducks to successful seasons during his tenure as head coach and has shown a commitment to fulfilling the overall mission of the University's athletic department;

Whereas, Helfrich and the University of Oregon wish to enter into an agreement for his continued employment as the head coach of the University's intercollegiate football team;

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

Whereas, the Policy on the Retention and Delegation of Authority requires the Board of Trustees to approve instruments exceeding \$5,000,000, and the Policy on Committees authorizes the Executive and Audit Committee to act on behalf of the Board of Trustees;

Now, therefore, the Executive and Audit Committee of the Board of Trustees of the University of Oregon authorizes the President of the University or his designee(s) to take all actions necessary and appropriate to execute the agreement attached hereto as Exhibit A for the continued employment of Mark Helfrich as the head coach of the University of Oregon's intercollegiate football team.

Moved: Allyn Ford

Seconded: Peter Bragdon

Trustee	Yes	No
Bragdon	X	
Ford	X	
Kari	X	
Lillis	X	
Ralph	X	
Wilcox	X	

Dated: 9 of February, 2015.

Recorded by the University Secretary: 

Employment Agreement

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

1. Purpose

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

2. Position

2.1 Description of Coach's Responsibilities

- a. Title. Coach is employed as head coach of the University's intercollegiate football team subject to the terms and conditions of this Agreement.
- b. Effort; Compliance. Coach agrees: (i) to devote his best efforts full time to the prompt and efficient performance of all duties and responsibilities of a head football coach and such other reasonably related duties and responsibilities (so long as they do not interfere with his duties and responsibilities as head coach) as may be assigned to him from time to time; (ii) to give proper time and attention to furthering his responsibilities to the University; (iii) to comply with all rules, regulations, policies, and decisions established or issued by the University or the President, the University Department of Intercollegiate Athletics (Department), the Pacific-12 Conference (PAC-12), 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 corporate opportunities of University. Coach and University agree to implement the actions described in Exhibit A to this Agreement.
- c. General Administration as Head Coach. During the period in which University employs Coach as head football coach, Coach agrees to perform properly, efficiently, to the best of his ability and consistent with University standards, all duties and responsibilities of head football coach in this position. Coach is responsible for the management and administration of all phases of the intercollegiate football program fully in keeping with the philosophies and objectives of the Department and the University, including compliance with NCAA, PAC-12, and University and Presidential policies, standards and directives.

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

e. Ethical Responsibilities: The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Coach, as a member of the Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for the ethical conduct of Department staff are established and enforced by the Director of Athletics, the University, the PAC-12 Conference and the NCAA. In addition, Internal Management Directive 8.036 reflects and specifies certain requirements of the Board 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, and use his best efforts to cause his Assistant Coaches 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 Director of Athletics. Coach also agrees to adhere to, to respect and to follow the academic standards, requirements and policies of the University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes and to use his best efforts to ensure that members of his staff also do so.

2.2 Reassignment.

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

2.3 Reporting Relationship.

As head coach of the intercollegiate football team, Coach shall report to the Athletic Director.

3. Term of Agreement

a. The term (Term) of this Agreement shall be for a period of five (5) years, which begins on February 1, 2015 and ends at 11:59 pm Pacific Time on January 31, 2020, at which time this Agreement shall expire without penalty to either party. Each contract year (Contract Year) shall be any twelve (12) month period during the Term from 12:00 am February 1 to 11:59 pm January 31. Contract years shall be defined as follows:

February 1, 2015 – January 31, 2016 = Contract Year One

February 1, 2016 – January 31, 2017 = Contract Year Two

February 1, 2017 – January 31, 2018 = Contract Year Three

February 1, 2018 – January 31, 2019 = Contract Year Four

February 1, 2019 – January 31, 2020 = Contract Year Five

b. If the University's intercollegiate football team wins at least 11 games (one of which must be a host or contract bowl game win or playoff game win) during any Contract Year, in Coach's sole discretion, one Contract Year shall be added to this Agreement. This additional year shall be on the terms and conditions of this Agreement in effect during Contract Year Five. Coach must notify the University in writing of his desire to add such additional year within thirty (30) days following such bowl game win or playoff game win.

4. Compensation

EXHIBIT A: UNEXECUTED EMPLOYMENT AGREEMENT (HELFRICH)

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

4.1 Salary

a. For performance of his duties and responsibilities under this Agreement (subject to the terms of this Agreement), University shall pay Coach an annual guaranteed salary (Guaranteed Salary) as follows:

Contract Year 1 (February 1, 2015 – January 31, 2016): \$3,150,000
Contract Year 2 (February 1, 2016 – January 31, 2017): \$3,300,000
Contract Year 3 (February 1, 2017 – January 31, 2018): \$3,500,000
Contract Year 4 (February 1, 2018 – January 31, 2019): \$3,700,000
Contract year 5 (February 1, 2019 – January 31, 2020): \$3,850,000

b. Coach's Guaranteed Salary shall be paid in equal installments on the University's regular pay days.

4.2 Fringe Benefits

a. Coach shall be entitled to participate in the University fringe benefits offered to other employees that share his status as an Officer of Administration. 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 Oregon University System Optional Retirement Plan; and opportunities to invest in tax deferred annuities and deferred compensation plans.

b. Coach will receive reimbursement for all business-related travel and out-of-pocket expenses, including travel expenses for his spouse (whenever deemed appropriate by the Athletic Director), consistent with University policy.

c. University shall provide to Coach at all times during the Term of this Agreement while Coach is head football coach two courtesy cars. The Athletic Department will insure two cars for official business, but Coach must provide automobile liability (no less than \$1 million limit) and collision insurance for personal use of the cars. Should University be unsuccessful in obtaining the courtesy cars for Coach, Coach shall receive a stipend of \$500 per car per month in lieu of the courtesy car.

d. During the Term of this Agreement while Coach is head football coach, Coach will be provided with membership in the Eugene Country Club if such a membership is available (and if not available then

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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 on the wishes of the Eugene Country Club, needs of the new position and its relative (to certain head coach positions) utility to promotional and fundraising functions.

e. During the Term of this Agreement while Coach is head football coach, Coach will receive, as part of the standard Athletic Department fringe benefit package and to help him fulfill his duties as head football coach: twelve (12) tickets to each of the University's football team's home games and four tickets to each home game of each of the University's other varsity intercollegiate athletic teams. In addition, University will pay the costs for Coach's spouse to travel to all regular season away football games. In the event the football team participates in post-season play, University agrees to pay the costs for Coach's spouse and any dependent children living at home to travel to away post-season games. Coach will be provided with use of a skybox suite during each home football game. Coach or his designee will determine the weekly guest list, consistent with NCAA rules and regulations. University will also provide reasonable parking accommodations for football home game events at team facilities. Coach understands that these benefits may be subject to taxation.

f. During the Term of this Agreement while Coach is head football coach, Coach will be eligible to receive a reasonable amount of apparel, equipment, and shoes from University's contracted provider.

g. During the Term of this Agreement while Helfrich is Head Football Coach, Helfrich will be provided with a family membership at the Downtown Athletic Club if such membership is available. This membership is conditioned on the Downtown Athletic Club's providing University with a waiver of the membership fee and the monthly fee for Helfrich's membership. Helfrich will be responsible for any personal charges including, but not limited to, lockers, restaurant charges, classes and lessons. This membership is provided to assist in promotion and fund raising efforts. Should Helfrich be reassigned, Helfrich's continued membership will depend upon the wishes of the Downtown Athletic Club, needs of the new position, and its relative utility to promotional and fundraising functions.

h. Helfrich shall receive a Nike Elite allowance so long as such allowance is made available to University by Nike.

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:

Bowl Participation:

EXHIBIT A: UNEXECUTED EMPLOYMENT AGREEMENT (HELFRICH)

National Championship Game:	\$200,000
Playoff/Final Four:	\$175,000
Host or Contract Bowl:	\$100,000
Any Other Bowl:	\$50,000

Note: Bowl participation incentives above are not-cumulative (only one can be earned per season). The Bowl participation incentives are earned by Coach if Coach is the head football coach at the time University has officially been invited to participate in the game or playoff.

Other Performance Incentives:	
Win National Championship Game:	\$500,000
Win PAC 12 Championship:	\$150,000
Win PAC 12 North Division:	\$50,000
AP National Coach of Year:	\$25,000
Final AP Ranking 1 – 10:	\$60,000
10 Wins in Regular Season:	\$100,000
11 Wins in Regular Season:	\$100,000
12 Wins in Regular Season:	\$250,000

Note: These "other performance incentives" are cumulative. Coach must be the head football coach on the day the pertinent incentive is actually earned or, in the case of the AP National Coach of Year, officially announced.

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

For each Contract Year during the Term of this Agreement if Coach remains head football coach, Coach will be eligible to receive academic incentive payments based on the performance of members of the intercollegiate football team as follows:

a. Academic Progress Rate

(i) Academic Progress Rate (not cumulative). Coach will be eligible to receive academic incentive payments based on the multi-year Academic Progress Rate ("APR") of the football team. The APR rates measured will be based on the following schedule:

Contract Year One (APR issued June 2016):	2014-15 academic-year APR
Contract Year Two (APR issued June 2017):	2015-16 academic-year APR
Contract Year Three (APR issued June 2018):	2016-17 academic-year APR
Contract Year Four (APR issued June 2019):	2017-18 academic-year APR
Contract Year Five (APR issued June 2020):	2018-19 academic-year APR

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(ii) All Academic Progress Rate (APR) payments will be based on the following schedule:

<u>Academic Progress Rate</u>	<u>Payment</u>
975 or greater	\$100,000
At least 950 but less than 975	\$50,000

These sums are not cumulative. 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 on the final day of the summer term for the applicable academic year to be eligible for the APR incentive outlined in this section 4.4.a.

b. Grade Point Average (GPA)

(i) GPA (not cumulative). Coach will be eligible to receive academic incentives payments based on the annual GPA of the football team. The annual GPA will be calculated using grades from the Fall, Winter, Spring, and Summer Terms for all football student-athletes. For example, the 2014 – 15 annual GPA will be calculated using the Fall 2014, Winter 2015, Spring 2015 and Summer 2015 terms.

Contract Year One (Thru Summer 2015):	2014-15 annual GPA
Contract Year Two (Thru Summer 2016):	2015-16 annual GPA
Contract Year Three (Thru Summer 2017):	2016-17 annual GPA
Contract Year Four (Thru Summer 2018):	2017-18 annual GPA
Contract Year Five (Thru Summer 2019):	2018-19 annual GPA

(ii) All GPA payments will be based on the following schedule:

<u>Annual GPA</u>	<u>Payment</u>
3.00 or greater	\$100,000
2.75 – 2.99	\$50,000
2.50 – 2.74	\$25,000

This incentive, if earned, shall be paid within forty-five (45) days of the date upon which the team's GPA for the relevant Contract Year is available. Coach must be employed as Head Football Coach on the final day of the summer term to be eligible for the incentive payment under 4.4.b. in a given Contract Year.

4.5 Opportunities to Earn Outside Income.

While Coach is Head football coach, Coach shall have the opportunity to earn income from outside the University as a result of his position on the terms and conditions set forth herein.

a. The following general terms and conditions shall apply whenever Coach wishes to earn outside income related to his expertise, experience, or occupation as a football coach: (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 the 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 PAC-12 Conference 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 head coaching responsibilities, information and activities. Except as required by the Athletic 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 summer camps. Camp operation is subject to all the rules and procedures outlined in the Athletic 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 head football coach. 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 sideline 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 Athletic Department.

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e. The Athletic 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 the University, a detailed accounting in writing of all income and benefits from all sources outside the University.

5. Performance Evaluations

5.1 The Athletic Director 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, and NCAA policies, standards, directives, rules and regulations, student-athlete academic progress, and fund-raising and revenue-generating success shall be taken into account and evaluated against comparably situated and funded Division 1 intercollegiate athletics programs.

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 the 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, whichever first occurs. At the end of such transition period, if any, all compensation and other University fringe benefits shall terminate.

6.2 Termination by University (not for cause)

a. The 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 the later of a date stated or thirty (30) days after University's mailing of such notice. 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 be entitled to damages only as provided for in Section 6.2.b below.

b. If University terminates this Agreement under this Section 6.2, University shall pay to Coach, as liquidated damages, his annual Guaranteed Salary as defined in section 4.1.a for each remaining Contract Year including any year(s) added pursuant to Section 3.b above. Any partial year shall be prorated based on the number of days and months remaining in the Contract Year. However, if the intercollegiate football team wins five or fewer games in two consecutive seasons while Coach is head football coach, liquidated damages shall be one-half (50%) of Coach's Guaranteed Salary for each remaining Contract Year.

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 shall be 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, together with reasonable attorney fees (subject to the limitations and conditions of ORS 30.260 to 30.300) in any state court of competent jurisdiction in the State of Oregon. Coach will not be entitled to any other employee benefits except as otherwise provided herein or required by applicable law. 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.

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 the 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.

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 or athletic administrative position (not necessarily as a head coach) at a university that competes on the NCAA Division 1 FBS or FCS level or with a professional team or with a Division 1 level or professional (major) league office, or with the NCAA as soon as reasonably possible after termination of this Agreement. Should Coach obtain such comparable employment, University's financial obligations under this Agreement including Section 6.2.b, shall cease so long as Coach's monthly compensation, excluding reasonable and usual 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. prorated on a monthly basis. If Coach's monthly compensation, excluding reasonable and usual non-monetary fringe benefits, from such 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 by the amount of Coach's compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment. 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.

6.3 Termination by Coach

a. Coach recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of 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 the University prior to the expiration of the Term of this Agreement. In recognition of these facts, the parties agree that Coach's decision to terminate this Agreement prior to its expiration will be subject to the following terms and conditions.

b. If Coach wishes to pursue other employment opportunities, Coach is required to provide Athletic Director 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 Athletic Director in writing. While Coach is assigned to the position of head football coach, such

termination by Coach must occur at a time other than during the football season, unless the parties mutually agree otherwise. However, so long as the termination occurs other than during the football season, nothing limits Coach's ability to provide notice at any time. If Coach gives notice prior to the completion of all play, University may require Coach to continue performing his coaching and other responsibilities, or University may reassign Coach until completion of all play. Simultaneous with such notice, Coach shall inform University in writing of his employment plans following the termination of his employment with University.

c. Termination by Coach shall require Coach to pay University as follows:

On or before the end of Contract Year Two:	\$3,000,000
After Contract Year Two but on or before the end of Contract Year Four:	\$2,000,000
After Contract Year Four:	\$1,000,000

d. Coach may prorate this amount over the remaining contract months without interest or may pre-pay in one or more lump sums. The parties recognize and agree that projection or measurement of University's damages in such a case would be extremely difficult and that this provision is a sufficient and reasonable estimate of the potential injury to University and that it shall be enforceable as liquidated damages and not as a penalty. Provided, however, that if University's membership in the PAC-12 Conference 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.

e. 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 Coach under this Section 6.3 may precipitate or lead to University's loss of revenue or other economic advantages or income related to University's athletics program, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by Coach shall constitute sufficient, adequate and reasonable compensation to University for any loss, damages or injury that University suffers because of such termination by Coach. The foregoing shall not be, nor be construed to be, a penalty.

7. Termination for Cause and Discipline

7.1 Coach may be disciplined as determined by the Athletic Director for: (a) any reason for which an Officer of Administration may be disciplined; (b) for a material violation of any constitution, bylaw, interpretation, rule, regulation, policy, standard or directive of the NCAA, PAC-12, or University; or (c) 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 the PAC-12 conference. 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 students, boosters,

employees, administrators, volunteers, or agents of the 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 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.

a. "Cause" shall include in addition to its normally understood meaning in employment agreements and in OAR 580-21-325(2) as applied to the University or Presidential policies, standards, directives, any of the following: (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 and knowing violation of any material law, rule, regulation, constitutional provision, bylaw, or interpretation of the PAC-12 Conference 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 PAC-12 Conference or the NCAA, including any violation which may have occurred during prior employment at University or another NCAA member institution, either by Coach or, if known to Coach, 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); or (v) any cause adequate to sustain the termination of any other Officer of Administration.

b. If this Agreement is terminated for cause, all obligations of University to make further payments or to provide any other consideration (notwithstanding OAR 580-021-0365 as applied to the University) shall cease as of the end of the month in which such termination occurs. In no case shall University be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income whether from University or other sources.

8. Miscellaneous

8.1 This Agreement will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. In no event shall any part of this Agreement be construed as a waiver of sovereign and governmental immunities or limits of liability enforceable in the courts of the State of Oregon.

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 head football coach 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. 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 or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

To Coach: Last known address on file with University

EXHIBIT A: UNEXECUTED EMPLOYMENT AGREEMENT (HELFRICH)

With a copy to:
CAA Sports LLC
422 SW 88th Terrace
Gainesville, FL 32607
Attn: Trace Armstrong

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

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 of Athletics or funds made available to the Department of Athletics 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.

Mark Helfrich

University of Oregon

Mark Helfrich

Rob Mullens

Date

Date

Exhibit A

Communication

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

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

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

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

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

The president, athletics director, compliance director and Coach will meet annually to discuss the institution and program's compliance environment and expectations.

Monitoring

The Coach will actively look for red flags of potential violations.

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

In consultation with the compliance director, the Coach will:

EXHIBIT A: UNEXECUTED EMPLOYMENT AGREEMENT (HELFRICH)

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