

## Employment Agreement

This Employment Agreement (Agreement) is entered into by the University of Oregon (University) and Donald Johnson (Johnson).

### 1. Purpose

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

### 2. Position

#### 2.1 Description of Johnson' Responsibilities

- a. Title. Johnson is employed as Director of Player Personnel subject to the terms and conditions of this Agreement. Johnson is also an exempt Officer of Administration (OA), as defined in the OA employment policy.
  
- b. Effort; Compliance. Johnson agrees: (i) to devote his best efforts full time to the prompt and efficient performance of all duties and responsibilities of a Director of Player Personnel and such other reasonably related duties and responsibilities 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, standards, directives 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). Johnson also agrees that notwithstanding the provisions of Section 4.4, 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. Johnson also agrees not to usurp any corporate opportunities of University.
  
- c. General administration as Director of Player Personnel. During the period in which University employs Johnson as Director of Player Personnel , Johnson agrees to perform properly, efficiently, to the best of his ability and consistent with University standards, all duties and responsibilities of a Director of Player Personnel in this position. Johnson is responsible in keeping with the philosophies and objectives of the Department and the University, including compliance with NCAA, PAC-12, and University policies which can be found in the University's Policy Library, currently at [policies.uoregon.edu](http://policies.uoregon.edu).

d. Day to Day Responsibilities as Director of Player Personnel. As Director of Player Personnel, Johnson' specific and essential responsibilities include, but are not limited to (i) Maintaining accountability for the direction, administration, and coordination of program that is responsible for a variety of student-athlete's success on the field and in the classroom; (ii) Exercising independent, professional judgment beyond proscribed routine policies and procedures to carry out the athletic department and football program's mission statement; (iii) Recruiting and retaining student-athletes; (iv) striving to maximize effort that will allow for the success of both the football program's on-field success and the student-athlete's success as an individual; (v) Performing other duties as reasonably requested by the head football coach or 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, Johnson, 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 athletic director, the University, the PAC-12 Conference and the NCAA. In addition, University Intercollegiate Athletics Policy § 8.036 reflects and specifies certain requirements regarding ethical conduct, as does University's Conflict of Interest and Conflict of Commitment policies, each of which, as amended from time to time, shall be deemed a part of this Agreement. Johnson 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 Johnson 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, Johnson has an affirmative obligation to cooperate fully in the NCAA 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, in order to further the objectives of the NCAA, 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. Johnson will comply with the University's reporting obligations relating to prohibited discrimination, the Clery Act and the abuse of minors. Johnson also agrees to adhere to, to respect and to follow the academic standards, requirements and policies of the University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes.

## 2.2 Reassignment.

The University's intent is for Johnson to serve as the director of player personnel throughout the Term of this Agreement. However, Johnson understands that the University retains the right to assign Johnson to other positions with different duties during the Term of this Agreement (Reassignment). Should such Reassignment be under consideration, University shall consult with Johnson. The University also has the right to place Johnson 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 Director of Player Personnel, Johnson shall report to the head football coach or as designated by the athletic director.

## 3. Term of Agreement

The term (Term) of this Agreement shall begin on December 15, 2021, and end at 11:59 pm Pacific Time on January 31, 2024, at which time this Agreement shall expire without penalty to either party. This contract does not renew automatically.

## 4. Compensation

Johnson is entitled to compensation as identified in this Agreement. Johnson 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 Johnson 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 Johnson a Guaranteed Salary of \$175,000 per year throughout the term of this agreement. Johnson's Guaranteed Salary shall be paid in equal installments on the University's regular pay days.

## 4.2 Fringe Benefits

- a. Except as set forth in this Agreement, Johnson shall be entitled to participate in the 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. Johnson is not entitled to use negative sick leave. Johnson will be provided with protected leave in compliance with state and federal law.
  
- b. Johnson is eligible to use paid vacation during his employment with the university, subject to the terms and conditions set forth in this paragraph. Johnson is eligible to be paid out for a maximum of 180 hours of accrued but unused vacation upon expiration of this Agreement or if Johnson terminates this Agreement. As provided for in Section 6.2, in the event the university is obligated to pay liquidated damages to Johnson under Section 6.2, Johnson is not entitled to be paid vacation pay as liquidated damages are Johnson's exclusive remedy under that provision. Subject to any limitations imposed by state or federal law, Johnson understands and agrees that Johnson must notify and, 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 the University, failure to obtain permission prior to using vacation leave or sick will be considered an unexcused absence. Johnson understands that a maximum of 260 hours of vacation time may be accrued. Johnson acknowledges that the University will record as vacation regular work days on which Johnson is absent during off-season periods in the event that Johnson fails to properly record such time as vacation or sick leave.
  
- c. Johnson 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 shall pay the costs of Johnson's spouse to travel to one regular season away football game per season. In the event that the football team participates in a post-season bowl game, University agrees to pay the costs for a spouse of Johnson and any dependent children living at home to travel to the bowl game. Other travel related expenses for Johnson's spouse may be reimbursed when deemed appropriate by the athletic director. Johnson understands that these benefits may be subject to taxation. University's obligation under this paragraph apply only so long as Johnson is director of player personnel.
  
- e. During the Term of this Agreement while Johnson is director of player personnel, Johnson will receive, as part of the standard Athletic Department fringe benefit package and to help him fulfill his duties as director of player development: four (4) home season football tickets and two (2) tickets to each home contest of each of the University's other varsity intercollegiate athletic teams. University will also provide Johnson with reasonable parking accommodations at team facilities. Johnson understands that

these benefits may be subject to taxation.

f. During the term of this agreement while Johnson is director of player personnel, Johnson will be eligible to annually receive a reasonable amount of apparel, equipment, and shoes from the University's contracted provider.

g. Johnson 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 Johnson will be eligible to receive performance incentive payments as follows:

Compete in any Bowl Game (and win at least 7 regular season games)	\$5,000
Compete in CFP NY6 (Peach, Orange, Fiesta, Cotton, Rose, Sugar) Bowl Game	\$5,000
Compete in CFP NY6 Bowl Game Designated as CFP Semi-Final Game	\$7,500
Compete in CFP National Championship Game	\$7,500
<b>Maximum Football Support Staff Incentives</b>	<b>\$25,000</b>

*Note: Incentives are cumulative.*

If earned by Johnson, the incentive payment shall be made within forty-five (45) days following the season in which such incentive payments are earned. Johnson must be employed as director of player personnel on the day of the bowl game to receive the incentive.

#### 4.4 Opportunities to Earn Outside Income.

While Johnson is director of player personnel, Johnson shall have the opportunity to earn income from outside the University as a result of his position under the terms and conditions set forth herein.

a. The following general terms and conditions shall apply whenever Johnson wishes to earn outside income related to his expertise, experience, or occupation as an administrator: (i) Any outside activities shall not interfere with the full, complete, and satisfactory performance of Johnson's duties and obligations as a University employee, recognizing always that his primary obligations lie with the University; (ii) In no event shall Johnson 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) Johnson 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 administrative responsibilities, information and activities. Except as required by the Athletic Department, Johnson 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. Johnson 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 Johnson only while he is serving as director of player personnel. 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 Johnson, regardless of Johnson' 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. Johnson 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, Johnson 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.

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. Johnson shall not enter into any such contracts.

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

5.2 If Johnson has a complaint regarding the terms and conditions of Johnson' employment, Johnson can report that complaint to the head football coach as appropriate. If that report relates to prohibited discrimination, Johnson always retains the option to make a report to the Office of Affirmative Action and Equal Opportunity 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, Johnson 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 Johnson' death. This Agreement shall also terminate upon Johnson' total disability (within the meaning of University's disability insurance for employees of Johnson' 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 Johnson' death, Johnson' 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 Johnson pursuant to that plan. Johnson' 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 Johnson' estate any compensation already fully earned but not yet payable under this Agreement.

c. If this Agreement is terminated because Johnson becomes totally disabled, Johnson shall continue to receive the Guaranteed Salary and any other standard University fringe benefits provided for under this Agreement until such time as Johnson 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 Johnson becomes eligible for disability benefits, if any, all compensation and other University fringe benefits shall terminate. Johnson

has an obligation to make diligent efforts to apply for disability benefits. If Johnson fails to make diligent efforts to apply for disability benefits, the university's obligations under this Section 6.1 shall be discharged.

## 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 Johnson written notice of University's intent to terminate this Agreement without cause and shall be effective upon delivery to Johnson 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 Johnson without cause. If University exercises its right under this Section 6.2, Johnson shall only be entitled to payments, damages or compensation as provided for in Section 6.2.b below. This means that in no event will the University be obligated to pay Johnson any amount in excess of the amount provided for in Section 6.2(b).

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

One hundred percent (100%) of Johnson's Guaranteed Salary at the time of termination multiplied by the number of years remaining in this agreement. Partial years shall be prorated by multiplying Guaranteed Salary at the time of termination by  $X/365$ , where X is the number of days remaining in the current contract year at the time of termination.

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 Johnson as liquidated damages one hundred percent (100%) of Johnson's current Guaranteed Salary (at the time of the termination) for a period of 12 months or the remaining term of this Agreement, whichever time period is less. All terms and conditions regarding this liquidated damages payment outlined in Section 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) University's obligations under section 6.2.b are subject to Johnson'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, Johnson 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, Johnson 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 Johnson must return all UO property 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.

d. Johnson 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 Johnson'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 Johnson for any loss, damages or injury Johnson 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) Johnson may have under applicable law. Johnson 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, Johnson 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 or a senior athletic administrative position (such as athletic director or associate athletic director position) at a college or university, a managerial or administrative position in a sports related activity with a corporate entity or with a professional team as soon as reasonably possible after termination of this Agreement. Should Johnson 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 Johnson's Monthly Compensation (defined as 1/12<sup>th</sup> of Johnson'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, prorated on a monthly basis. If Johnson'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 Johnson'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 Johnson and a new employer when then-existing and relevant marketplace factors are applied, or b) the median Monthly Compensation, as determined from publically available sources, of incumbents in

equivalent athletic administrative positions in, as relevant, the NCAA Division, collegiate athletics' conference, or professional sports league in which Johnson has obtained Comparable Employment or any other employment. In no event, will the University's then-current obligation to pay Johnson liquidated damages increase if Johnson resigns from New Employment or is otherwise terminated from New Employment. In the event Johnson is separated from New Employment and the University still has obligations under Section 6.2, Johnson continues to have the mitigation obligations set forth above. Johnson 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 Johnson's compensation) for purposes of the implementation of this Section 6.2.e. Johnson agrees to provide University with a copy of any employment agreement relevant to Johnson's obligations stated above, as well as other information necessary to establish compliance with this mitigation obligation including, upon request, information relating to income Johnson has received in a manner that did not generate a form W-2 or 1099. Should Johnson 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 Johnson is not fulfilling Johnson's mitigation obligations outlined in this section, University's obligations to pay liquidated damages under Section 6.2.b shall cease.

## 7. Termination for Cause and Discipline

7.1 Johnson 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 and PAC-12, policy, standard or directive of the 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 the PAC-12 conference. Depending on the violation, the athletic director may provide an opportunity for Johnson 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 Johnson. Johnson shall cooperate fully with any University personnel in the course of any investigation of illegal or prohibited behavior on the part of Johnson, 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. Johnson waives any procedural rights he may have under UO policy or the law except those contained in this Agreement. If University is considering termination for cause, Johnson 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. Johnson understands, however, that as set forth in NCAA Bylaw 11.2.1(b), if Johnson is found to be in violation of any rule or regulation of the NCAA, Johnson shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures. In that situation, Johnson agrees that the University shall implement any such disciplinary or corrective actions imposed by the NCAA and that, notwithstanding anything else in this

contract or this section, UO 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 Johnson'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 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 Johnson or by a member of the coaching staff or any other person Johnson 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 Johnson 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 Johnson shall cease as of the end of the month in which such termination occurs. If the Agreement is terminated for cause, the University shall not be liable to Johnson for any compensation, damages (including vacation pay), 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 the University, University may, without additional consideration, lay off, reduce FTE, implement a temporary leave without pay, or temporarily reduce Johnson's Guaranteed Salary as outlined in 4.1. In the event of a prolonged leave without pay or layoff, University will work with Johnson to facilitate access by Johnson to any University, state or federal benefits programs for the provision of health benefits and unemployment compensation and the University's obligations under paragraphs 4, 4.1, 4.2 and 4.3 shall otherwise be suspended during the layoff or furlough period.

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 Johnson' position as director of player personnel 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. Accordingly, because this Agreement covers the terms and conditions of Johnson' employment, Johnson 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, Johnson 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, Johnson is subject to the University's policies prohibiting discrimination and requiring the reporting of prohibited discrimination, the University's policies requiring the report of fraud and abuse and the 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 Johnson 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 Johnson or to the 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 Johnson: Donald Johnson  
Last known address on file with Human Resources  
Official UO e-mail address

With a copy to:

To the 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 Johnson under this Agreement or sums payable to Johnson 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 Johnson or to pay sums payable to Johnson for breach of this Agreement. Nothing in this section 8.10 shall be construed to affect University's obligation to pay compensation to Johnson 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. Johnson can also indicate acceptance by providing administrative services to the University.

Johnson

University of Oregon

*Don Johnson*

Don Johnson (Dec 14, 2021 12:21 PST)

*Rob Mullens*

Rob Mullens (Dec 20, 2021 13:28 PST)

Donald Johnson

Rob Mullens

**Dec 14, 2021**

**Dec 20, 2021**

Date

Date






# Contract

Final Audit Report

2021-12-14

Created:	2021-12-14
By:	Mark Ruckwardt (markr@uoregon.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAABtWVDJKwhNX3rk9hhHZQ18uFGTfnDzb

## "Contract" History

-  Document created by Mark Ruckwardt (markr@uoregon.edu)  
2021-12-14 - 7:04:19 PM GMT- IP address: 128.223.88.245
-  Document emailed to Don Johnson (donj@uoregon.edu) for signature  
2021-12-14 - 7:04:58 PM GMT
-  Email viewed by Don Johnson (donj@uoregon.edu)  
2021-12-14 - 7:06:14 PM GMT- IP address: 107.77.205.170
-  Document e-signed by Don Johnson (donj@uoregon.edu)  
Signature Date: 2021-12-14 - 8:21:13 PM GMT - Time Source: server- IP address: 128.223.220.219
-  Agreement completed.  
2021-12-14 - 8:21:13 PM GMT









# Don Johnson contract

Final Audit Report

2021-12-20

Created:	2021-12-14
By:	Mark Ruckwardt (markr@uoregon.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUPR6nI60nN4wJ49J6p2x5ISD45C5ot-9

## "Don Johnson contract" History

-  Document created by Mark Ruckwardt (markr@uoregon.edu)  
2021-12-14 - 8:58:50 PM GMT- IP address: 128.223.88.245
-  Document emailed to Rob Mullens (mullens@uoregon.edu) for signature  
2021-12-14 - 8:59:17 PM GMT
-  Email viewed by Rob Mullens (mullens@uoregon.edu)  
2021-12-14 - 9:05:28 PM GMT- IP address: 104.28.116.50
-  Email viewed by Rob Mullens (mullens@uoregon.edu)  
2021-12-16 - 9:35:34 PM GMT- IP address: 104.28.116.49
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2021-12-18 - 9:15:45 PM GMT- IP address: 172.226.40.163
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2021-12-20 - 9:19:11 PM GMT- IP address: 128.223.88.243
-  Document e-signed by Rob Mullens (mullens@uoregon.edu)  
Signature Date: 2021-12-20 - 9:28:17 PM GMT - Time Source: server- IP address: 128.223.88.243
-  Agreement completed.  
2021-12-20 - 9:28:17 PM GMT