

# Exhibit A

## **PRESIDENTIAL EMPLOYMENT AGREEMENT**

This Presidential Employment Agreement (“Agreement”) is entered into by and between the University of Oregon (“University”) and John Karl Scholz (“Scholz”), each individually a “Party” and collectively, the “Parties.” Upon full execution by the Parties, the Agreement will be effective as of March 13, 2023.

### **1.0 Appointment of President; Term of Agreement**

The term of this Agreement is five (5) years, from July 1, 2023 until June 30, 2028 (“Term”), unless earlier terminated or extended as provided in this Agreement. During the Term, Scholz will also hold the position of Professor of Economics.

### **2.0 Duties and Responsibilities**

Scholz is supervised by, and is responsible to, the Board of Trustees of the University of Oregon (“Board”) for all matters concerning the University and is an advisor to the Board in matters of policy and administration. Scholz shall exercise all powers and duties delegated to the President by the Board’s “Policy on Retention and Delegation of Authority,” and shall also exercise all other powers and duties delegated by the Board to the President. Duties include, but are not limited to:

- (a) Administration of the affairs of the University as best serves the institution consistent with Board rules, policies, and directives;
- (b) Development and implementation of the University’s academic, student service, athletic and overall institutional strategies and related plans;
- (c) Service as an ex officio member of the Board of Trustees as required by ORS 352.076, and service as a Board officer pursuant to Article VI of the Bylaws of the University of Oregon;
- (d) Reporting to the Board all significant matters within the President’s knowledge related to the University;
- (e) Institutional, faculty, and educational leadership, and the fostering of productive faculty and administration relationships;
- (f) Long-range planning and budget formulation;
- (g) Fostering a campus culture that emphasizes inclusion, belonging, safety, respect, and equity.
- (h) Management of institution buildings, grounds and equipment controlled by the University;
- (i) Student recruitment, success and services;
- (j) Senior administration and faculty recruitment;
- (k) Appointing, supervising, promoting, and dismissing employees;
- (l) Enforcing expectations concerning compliance with NCAA rules;
- (m) Preparing rules, policies, regulations, and procedures useful to the University’s welfare;
- (n) Fundraising, development, and public and alumni relations;
- (o) Actively participate in local community and state affairs;
- (p) Addressing and documenting compliance with Board-identified outcomes for each year; and

### **3.0 Devote Best Efforts to the Work as President**

- 3.1 Scholz agrees to faithfully, industriously, and with maximum application of experience, ability, and talent devote his full business-time, attention and energies to the duties as President of the University.

- 3.2 Such duties will be rendered at the University's campus in Eugene, Oregon and at such other place or places as the Board and Scholz deem appropriate for the interest, needs, business or opportunity of the University.
- 3.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, will not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University and Board under this Agreement. Upon written approval by the Board, Scholz may serve on nonprofit boards and up to two for-profit corporations or other entities, to the extent permitted by law, rule and University policy. The Board will not consider any income in connection with outside activities in setting compensation under this Agreement, consistent with ORS 352.232. Should Scholz serve on a board upon entering office at University, Scholz and the University will review such service expeditiously and the Board reserves the right to require Scholz to conclude any service that would present an unmanageable conflict of commitment or interest.
- 3.4 Other than activities or services permitted by the Board or other University policies, and under Section 3.3 of this Agreement, Scholz will not render services of any professional nature to or for any person, firm, or entity for remuneration other than to the University, and will not engage in any activity that would cause a conflict of interest with his duties to the University. The making of passive or personal investments and the conduct of private business affairs is not prohibited by this section.

#### **4.0 Academic Rank and Funding**

- 4.1 While Scholz's administrative appointment is made by the Board independent of faculty rank, the University acknowledges that Scholz may be awarded indefinite tenure at the University upon successful completion of review pursuant to applicable University policies and procedures related to tenure and promotion, with the intention of engaging in an expedited process for the review of tenure.
- 4.2 Upon the termination of employment as President, except for termination with cause as defined in Section 10.1, Scholz may elect to remain a member of the University's faculty. If Scholz remains a member of the University's faculty under such terms, his salary will be \$325,000 per year (9-mo), as adjusted to reflect any COLA, across-the-board, or merit increases available to faculty as well as any pay reduction programs impacting faculty subsequent to Scholz's initial appointment to the faculty. Scholz will be subject to the current Board and University rules and policies governing faculty employment, including award of indefinite tenure and other conditions of employment, including but not limited to those conditions of employment which are customarily set forth in a letter of appointment. Scholz's appointment to a college, school, division or unit of the University shall be subject to the approval of the University Provost.
- 4.3 If Scholz chooses to become a member of the University's faculty upon termination of employment as President, consistent with Section 4.2, Scholz shall be eligible for a leave, paid for by the University, during which Scholz shall have no obligations to engage in teaching or research, to support this transition. The leave would be for one year for service as president of

five or more years, a half-year should Scholz serve for at least two years. While on leave, Scholz can be tasked with University service in the form of special projects as requested by campus leadership.

- 4.4 Scholz shall not be eligible to return to a position on the faculty should his employment as President be terminated for “cause” as a result of a finding by the Board of Trustees that Scholz was responsible for conduct that caused serious damage to the reputation of the University or was otherwise inconsistent with the moral and ethical standards appropriate for a public official.
- 4.5 Increases in Scholz’s compensation as a faculty member shall be determined by the Provost, consistent with then extant policies governing faculty compensation as well as any applicable collective bargaining agreement.

**5.0 Salary and Benefits for Service as President**

- 5.1 Scholz’s base salary will be paid in equal installments on the University’s regular pay days at annual amounts as follows:

- For July 1, 2023 to June 30 2024: \$725,000
- For July 1, 2024 to June 30 2025: \$747,000
- For July 1, 2025 to June 30 2026: \$769,000
- For July1, 2026 to June 30 2027: \$792,000
- For July 1, 2027 to June 30 2028: \$816,000

- 5.2 In addition, Scholz shall be entitled to an annual supplemental contribution to an approved retirement plan, in the following amounts, which will vest on December 31 of each year and be payable to the supplemental retirement plan within 30 days thereof, and in accordance with appropriate plan document(s):

- For 2023: \$150,000
- For 2024: \$150,000
- For 2025: \$150,000
- For 2026: \$150,000
- For 2027 \$150,000

- 5.3 If Scholz remains President as of December 31, 2025, he shall be entitled to receive a retention bonus of \$100,000.
- 5.4 If Scholz remains President as of December 31, 2028, he shall be entitled to receive a retention bonus of \$100,000.
- 5.5 In lieu of a University-provided vehicle, Scholz will receive a monthly vehicle stipend of \$1,200 funded by the University’s Foundation. By accepting the monthly vehicle stipend, Scholz agrees that he is not entitled to any vehicle-related expense reimbursement when on University business or to a University owned vehicle for the discharge of his duties as President. Subject to University rules, policies, and procedures, this section does not apply

when Scholz requires the use of a rental vehicle for out-of-state or air-related travel. The vehicle stipend will be reported as taxable income to Scholz.

- 5.6 Unless otherwise provided for in this Agreement, Scholz will receive the same benefits as other University employees, subject to applicable changes, currently including, but not limited to: medical, dental, vision, and life insurance; retirement benefits; accrual of vacation and sick leave; and staff fee privileges.
- 5.7 The University will provide to Scholz memberships as the Board deems useful to the performance of his duties as President. The University will pay monthly dues and approved business-related expenses. Scholz will be responsible for any personal charges including, but not limited to, rentals, lockers, personal dining, and lesson fees incurred.
- 5.8 The University shall pay for a comprehensive annual executive physical examination by a physician of Scholz's choosing. Scholz shall report that this requirement has been met, but is under no requirement to disclose any results of such examination to the University. The University's commitment shall be limited to \$10,000 per year, after whatever costs are covered by Scholz's University-provided health insurance.
- 5.9 The University shall reimburse Scholz for actual costs not to exceed \$40,000 of expenses for moving Scholz and his family from their current home to Eugene, Oregon.

#### 6.0 Official Residence

- 6.1 As a term and condition of employment for Scholz and for the benefit and convenience of the University, the University will provide Scholz an official residence owned by the University, in which he will reside, along with members of his immediate family, during his service as President. The official residence, known as "McMorran House" is located in Eugene, Oregon, at 2315 McMorran Street. The residence offered by University to Scholz shall be used by Scholz to conduct University meetings and events on a regular and continuing basis. As part of Scholz and his family's occupancy of the official residence, they may engage in any lawful uses of the official residence, including hosting personal guests and using it for remote work and business as may be allowed by federal, state, and local law, including but not limited to the requirements of Oregon's government ethics law.
- 6.2 Subject to the exceptions noted below, the University will maintain the official residence in good repair and pay for utilities, telephone service, cable, internet access, and similar expenses. The University will not be obligated to pay for any damage or expense caused by the willful misconduct or negligence of Scholz, his family or personal guests (normal wear and tear excepted) for which Scholz is responsible. For purposes of this section, "personal guests" means those persons not invited to the residence as part of Scholz's duties to host official and other University functions, whom Scholz invites in an exclusively personal capacity. The University will maintain the grounds of the official residence and will, consistent with longstanding University practice, provide other staffing appropriate to the reasonable and efficient operation of the household, including de minimus support in running occasional errands as is reasonably necessary to allow Scholz to meet the demands of his official duties. University will keep the official residence insured for fire and extended coverage and will pay for liability insurance on the property. In accordance with current IRS guidance, a portion of

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**Deleted:** Scholz may, at his option and at his sole expense, choose to live at an alternative residence in an area reasonably proximate to campus. In all events, the

**Deleted:** Should Scholz choose to live in a residence other than that provided by the University, such residence shall not be used for official University business or entertaining. ...

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household expenses attributed to Scholz's personal use of the residence, including but not limited to a portion of the housekeeping and groundskeeping costs for the official residence ~~may~~ be reported as taxable income to Scholz.

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- 6.3 With the exception of furnishings already in the official residence or purchased for use in University related events or business, the residence will be furnished with furniture and furnishings at the cost of Scholz. The cost of any insurance on Scholz's personal furnishings and contents in the official residence will be borne by Scholz.
- 6.4 Scholz's family will be permitted to occupy the residence under the same terms and conditions for up to ninety (90) days following (i) Scholz's death or (ii) Scholz's permanent disability under the terms of this Agreement. Scholz and his family will vacate the residence by no later than thirty (30) days following the termination of his employment as President for any reason other than death or permanent disability.

#### **7.0 Travel Expenses**

Except as stated at Section 5.5 of this Agreement, University will reimburse Scholz, and, if applicable, Scholz's spouse or companion, for reasonable travel expenses, hotel bills, and other necessary and proper expenses, consistent with University's rules and policies governing travel reimbursements, when Scholz is travelling on University business, except that such payment will be made on behalf of a spouse or companion only when the presence of the spouse or companion is of benefit to the interests of the University. Such expenses shall be approved by the Chief Financial Officer or appropriate designee.

#### **8.0 Expense Receipts and Documentation**

Scholz agrees to maintain detailed accounting records, including original documentation of all expenses provided for in this Agreement in accordance with federal and state laws and regulations and University policies and procedures. Upon appointment, Scholz may request the University's Office of Internal Audit to include a review of the President's expenditures in its audit plan for the purpose of providing stakeholders assurance that expenditures are allocated appropriately and reporting is accurate and complete. Notwithstanding the foregoing, nothing in this clause is intended to diminish the authority of the Office of Internal Audit to conduct other audits at the request of the Board, routine or otherwise, in accordance with its audit Charter.

#### **9.0 Evaluation**

Scholz will be evaluated annually by the Board for performance pursuant to the Board's "Presidential Review & Evaluation Policy," which is incorporated into this Agreement by this reference.

#### **10.0 Termination**

- 10.1 The Board reserves the right to terminate Scholz's employment for "cause." For "cause" termination eliminates any obligation of the Board to pay Scholz beyond the effective date of termination of employment as President other than such salary and deferred compensation as has vested as of that effective date. A termination for "cause" shall end all of the University's obligations to Scholz for future compensation as President including, without limitation, any obligations to pay deferred compensation, stipends or bonuses under section 5 of this

Agreement. Scholz shall retain all rights as a member of the University faculty, but shall be subject to any and all processes then available for responding to allegations of misconduct by members of the faculty. Scholz's entitlement to continued employment as a member of the faculty shall be governed by paragraph 4.2 of this Agreement.

For cause means:

- 10.1.1 Gross negligence or willful misconduct including, but not limited to, acts of fraud, misappropriation of funds or University assets, or gross negligence;
  - 10.1.2 Commission of a felony or a misdemeanor involving moral turpitude;
  - 10.1.3 Material violation of this Agreement which causes substantial harm to the University and which is not remedied after thirty (30) calendar days' written notice thereof to Scholz;
  - 10.1.4 Prolonged absence from duty for a period of thirty (30) calendar days or longer without Board or University consent and which absence is not due to illness or disability; or
  - 10.1.5 Knowingly engaging in conduct that conceals from the University or protects the conduct of other university personnel where such conduct would itself fit the definition of "cause" as set forth above.
- 10.2 The Board reserves the right to terminate Scholz's employment and this Agreement prior to its expiration, without cause, upon thirty (30) calendar days' of prior written notice to Scholz. In the event the Board terminates this Agreement and Scholz's employment as President without cause, the University will pay Scholz his then-current, annual base salary plus associated benefits for one year from the effective date of the termination, together with all bonuses and benefits accrued under this Agreement up until the termination. During this one year post termination, Scholz shall be assigned projects and duties by the Provost and the Chair of the Board of Trustees or their designee, appropriate to support the University and a transition of leadership.
- 10.2.1 If in the interest of the University, Scholz may be reassigned to other duties until the effective date of the termination of this Agreement without cause. Under no circumstance will the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of the University's termination of this Agreement without cause. The Parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that termination of this Agreement by the Board without cause prior to its expiration may cause loss to Scholz which is extremely difficult to determine with certainty. The Parties further agree that payments made based on the foregoing by the University and acceptance thereof by Scholz will constitute adequate and reasonable compensation to Scholz for any loss and injury suffered and are not intended to be a penalty. Any amounts payable to Scholz under this section will be reduced by the amount of Scholz's earnings from other employment during the period which payments under this section are paid, if applicable. Any earnings by Scholz

during this period will be calculated at the greater of (i) actual earnings or (ii) fair market compensation for Scholz's employment in any other position.

- 10.2.2 Should the University terminate Scholz as President without cause, Scholz shall retain all rights and privileges they then enjoy as a member of the faculty, including those set forth in section 4 of this Agreement.
- 10.3 This Agreement and Scholz's appointment as President may be terminated by Scholz's resignation, upon Scholz providing the Board Chair with thirty calendar days' advance written notice of such resignation. Upon the effective date of Scholz's resignation, Scholz will not be entitled to any future compensation or benefits as President other than such salary earned and deferred compensation that has vested as of that date and except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.
- 10.4 In the event of Scholz's death during the term of this Agreement, his employment and this Agreement will immediately terminate on the date of his death. Scholz's estate will receive all benefits to which it is entitled pursuant to the University's insurance plans in which Scholz enrolled.
- 10.5 If Scholz becomes permanently disabled during his employment as President, this Agreement and his employment will terminate effective on the date of his permanent disability and Scholz will receive all benefits to which he is entitled pursuant to the University's insurance plans in which Scholz enrolled. For purposes of this Agreement, "permanent disability" will mean that in the opinion of a qualified medical professional jointly selected by the University and Scholz (or in the event of Scholz's incapacity, the person designated as his power of attorney or other duly authorized representative), that Scholz is unable to perform the essential functions of the job for a period of six continuous months, with reasonable accommodation (as such term is defined in 42 U.S.C. § 12111(9), as amended, and in the common law interpreting the same).

#### **11.0 NCAA Compliance Expectations**

As President, Scholz has an affirmative obligation to cooperate fully in any NCAA infractions process, including the investigation and adjudication of a case. Should Scholz be found in violation of NCAA regulations they are subject to disciplinary or corrective action as set forth in the provision of the NCAA infractions process.

#### **12.0 Severability**

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

#### **13.0 Modification**

This Agreement may not be modified or extended except by written instrument signed by Scholz and authorized by the Board.

**14.0 Entire Agreement**

This Agreement contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

**15.0 Prior Agreements**

This Agreement cancels and supersedes any and all prior agreements entered into between the Parties.

**16.0 Indemnification**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, the provisions of the Oregon Tort Claims Act, and the University's Bylaws, the Board will indemnify Scholz and hold him harmless against legal fees, expenses, judgments and other financial amounts incurred while serving in his capacity as President of the University. Scholz will continue to be indemnified subsequent to the termination of his employment as President with respect to acts or omissions occurring while they served as President.

**17.0 Waiver**

No delay or failure to enforce any provisions of this Agreement will constitute a waiver or limitation of rights enforceable under this Agreement.

**18.0 Governing Law; Forum**

This Agreement will be interpreted and construed in accord with the laws of the State of Oregon, without regard to the principles of conflicts of laws. Any lawsuit or claim arising from this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a lawsuit or claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**19.0 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute but one of the same instrument. Signatures delivered by facsimile and by email will be deemed to be an original signature for all purposes, including for purposes of any applicable Rules of Evidence.



**20.0 Applicable Laws and Regulations**

All provisions of this Agreement are subject to the laws of the State of Oregon and, unless otherwise stated, the rules, policies, and internal management directives of the University.

IT IS SO AGREED:

\_\_\_\_\_  
Ginevra Ralph, Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Karl Scholz

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Date