

BOARD OF REGENTS
BRIEFING PAPER

1. Agenda Item Title: Three Year Contract for UNLV Head Men's Basketball Coach Dave Rice

Meeting Date: June 16-17, 2011

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

This is a new three-year employment agreement (April 11, 2011 through April 10, 2014) for Dave Rice to serve as the Head Coach for the UNLV's men's basketball program.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Approval of an employment agreement, the base salary in which (subject to retirement contributions) is to be \$200,000 per year; the Media/Appearance fee is to be \$150,000 per year; the Shoe/Apparel fee is to be \$50,000 per year; and a Completion bonus (subject to retirement contributions) at the end of three years is to be \$150,000. Postseason Bonuses are to be \$25,000 for qualifying to be in the NCAA tournament and \$25,000 for each NCAA tournament win. The Coach will not be eligible for COLA or merit increases granted to other professional employees of NSHE and will be required to pay \$250,000 as liquidated damages for early termination without cause. Additional terms and conditions are consistent with other UNLV Head Coach contracts.

4. IMPETUS (WHY NOW?):

The previous head coach resigned to accept the same position at Oklahoma University.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

Dave's qualifications include:

- Selected by President Smatresk upon recommendation of Athletic Director Livengood as the result of a national search and from four highly qualified finalists.
- Two-time graduate of UNLV (B.A. in Political Science and an M.B.A.).
- Member of the 1990 UNLV National Championship Team.
- 18 years of coaching experience at the NCAA Division 1 Level (at UNLV from 1994-2004).
- In last five years as Associate Head Coach at BYU, had five straight 25 win seasons and five consecutive NCAA tournament berths including a "Sweet 16" appearance this year.
- Selected by Foxsports.com in 2010 as the top assistant coach in the Mountain West Conference.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION

Intercollegiate Athletics should assume no additional long term obligations due to budget uncertainties.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

Offer a less attractive contract and risk losing Dave to another university.

8. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title # 2 Chapter # 5 Section # 5.4.2

Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____

Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____

Other: _____

Fiscal Impact: Yes x No _____

Explain: Base salary and the total compensation package is less than for the former head coach. In addition, there will be some additional salary savings from a slight delay in hiring of two assistant coaches and the director of basketball operations. All such positions are to be hired at rates that will keep total administrative salaries within budgeted amounts for the Men/s Basketball Program.

CONFIDENTIAL

**EMPLOYMENT AGREEMENT
UNLV HEAD MEN'S BASKETBALL COACH**

DAVID RICE

April 11, 2011 through April 10, 2014

ARTICLE I PURPOSE AND TERM OF EMPLOYMENT

This Employment Agreement, effective the 11th day of April, 2011, between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV" or "Employer") and David Rice ("Employee") is a binding contract upon approval by NSHE's Board of Regents at a noticed public meeting, and shall be effective through April 10, 2014. Employer and Employee agree to abide by all terms and conditions as set forth in this Employment Agreement, and further agree that the parties shall also execute, on an annual basis for each fiscal year (a fiscal year begins every July 1 and ends the following June 30), a standard UNLV Employment Document, or its successor document, which shall incorporate, and be incorporated in, this Employment Agreement. Employee shall serve as Head Coach for Employer's varsity Men's Basketball Team (the "Team").

ARTICLE II COMPENSATION/BENEFITS

2.01 Terms and Conditions of Compensation

In consideration for the promises Employee has made in entering into this Employment Agreement, Employee shall be entitled to the compensation as described in Article 2.02 below. All payments by UNLV shall be subject to normal deductions and withholding for state, local and federal taxes. Base Salary (as defined below) shall be subject to deductions for any retirement or other benefits to which Employee is entitled or in which Employee participates.

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2.02 Base Salary and Benefits

Throughout the term of this Employment Agreement, but subject to the termination provisions set forth in Article IV below, Employee shall be entitled to the following compensation and benefits:

2.02.a Base Salary

In exchange for Employee's services and the satisfactory performance of the terms and conditions of this Employment Agreement, Employer shall pay to Employee the sum of \$200,000 per annum (the "Base Salary"). Employee is not eligible for Cost of Living Adjustments ("COLA") and merit pay adjustments on the same basis as other professional employees of Employer. The Base Salary shall be paid in equal monthly installments (each a "Monthly Payment") at the same time and under the same conditions as other athletic coaches who are employed by UNLV, be prorated for any partial month, and as may be authorized in accordance with the rules and regulations of Employer.

2.02.b Benefits

Employee shall be entitled to the standard fringe benefits provided to professional employees of UNLV, including, but not limited to, insurance, sick leave and retirement contributions. Employee shall not accrue annual leave, but in addition to such reasonable paid personal leave as may be granted in the sole discretion of the Director of Athletics or designee, Employee has been permitted to schedule up to twenty-four days away from duties each fiscal year for the purpose of participating in compensated external professional activities (including conducting camps, clinics or individual instruction), but only with prior written notice to and approval thereof by the Director of Athletics or designee. In Employer's sole discretion, Employee may be provided opportunities to defer some or all of his income under this Agreement, pursuant to applicable Internal Revenue regulations.

2.02.c Mandatory Unpaid Leave or Salary Reduction

This Employment Agreement is subject to mandatory unpaid leave as provided by Chapter 5, Section 5.5.7 of the NSHE Code, as it may be amended from time to time, which was added by action of the NSHE Board of Regents on June 19, 2009 and which terminates June 30, 2011. It will thereafter be subject to pay reduction or unpaid leave equal to 6% (six percent) or less of base pay if implemented by the Board of Regents as the result of final legislative action to generally reduce all state employee pay by such amount, as per Chapter 5, Section 5.4.5(b) of the NSHE Code.

2.02.d Media and Public Appearances

UNLV shall pay fees, not subject to COLA, retirement contributions or deductions, to Employee in consideration for the Employee's media and public appearances, and his availability for and/or appearances on television, radio and the internet, as may be reasonably scheduled by UNLV. In exchange for Employee's services and the satisfactory performance of the terms and conditions of this requirement, Employer shall pay to Employee the sum of \$150,000 per annum. These fees shall be paid in two equal installments on the last business day of each January and the last business day of March during the term of this Employment Agreement. The parties shall execute a standard UNLV "Letter of Appointment" or its successor document regarding these fees for each fiscal year, which shall incorporate and be incorporated in this Employment Agreement.

2.02.e Shoe and Apparel Contract

UNLV may enter into an agreement with a shoe, apparel and/or equipment company that requires the UNLV Men's Basketball Athletic Program to wear its shoes, its apparel and/or use its equipment during practice and/or competition. In exchange for Employee's services and the satisfactory performance of the terms and conditions of this Employment Agreement, Employer shall pay to Employee the sum of

\$50,000 per annum. These fees shall be paid in two equal installments on the last business day of each January and the last business day of March during the term of this Employment Agreement. The parties shall execute a standard UNLV "Letter of Appointment" or its successor document regarding these fees for each fiscal year, which shall incorporate and be incorporated in this Employment Agreement.

In the event that a men's basketball shoe, apparel and/or equipment contract may be entered into by UNLV providing the head coach participation fees in excess of amounts above, Employee shall be paid such higher fees, in addition, to but under the same terms as, the amounts described herein for the period of such contract. All payments or other consideration from any source related to use of shoes, apparel, equipment or any other product by the UNLV Men's Basketball Program shall be made exclusively to Employer, and not directly to Employee, and the parties shall execute a standard UNLV "Letter of Appointment" or its successor document regarding payment of participation fees to Employee for each fiscal year, which shall incorporate and be incorporated in this Employment Agreement.

However, Employee may contract independently with a shoe, apparel and/or equipment company for Employee himself to wear, promote, endorse or consult with manufacturer, distributor or seller of such products concerning the design and/or marketing of shoes, apparel or equipment, provided that any such outside employment contract is in writing, does not conflict with any existing or potential contract or opportunity of Employer, is approved in advance in writing by the Director of Athletics or his designee, does not extend beyond the term of this Employment Agreement, and terminates herewith. Employee shall not enter into negotiations or preliminary discussions regarding any such independent contract without the prior written consent of the Director of Athletics or his designee, which consent shall not be unreasonably withheld. Employee may agree to directly receive compensation due under such independent contract only to the extent that the amounts and schedule for payment/delivery of such compensation is fully and accurately disclosed in the document by which the prior written approval of

the Director of Athletics or his designee is requested for Employee to enter into such independent contract.

2.02.f Completion Bonus

Employer will make, as additional compensation to employee, a payment of \$150,000 to Employee at the end of this Employment Agreement, provided Employee remains employed for the full term hereof. Should the Employee become partially or permanently disabled or deceased prior to the full term of this Employment Agreement, or in the event that employment is terminated pursuant to Article IV, section 4.02 and/or 4.03.a, cumulative pro-rated payment will be made in the amount of \$50,000 for the period April 11, 2011 through April 10, 2012 or any portion thereof; \$50,000 for the period April 11, 2012 through April 10, 2013 or any portion thereof; and \$50,000 for the period April 11, 2013 through April 10, 2014 or any portion thereof. The parties shall execute a standard UNLV "Letter of Appointment" or its successor document regarding this payment in the fiscal year it is earned and made, which shall incorporate and be incorporated in this Employment Agreement. If the Employee is deceased at the time such payment is due, a prorated payment will be made to the Employee's estate.

2.02.g Automobile

Employer, as additional compensation to Employee, shall make arrangements for and provide to the Employee on a loan basis two (2) automobiles for the sole use of Employee and the Employee's spouse for so long as Employee serves as Head Coach of the UNLV Men's Basketball Program and for no longer. Employer further agrees to pay the premiums for liability and comprehensive automobile insurance to cover the Employee and Employee's spouse in the use and operation of said vehicles during such time, up to liability limits of \$1,000,000 single limit per occurrence. The provisions for such automobile and withholding of taxes on this benefit shall be made under the University's "C.A.R.S. Program", and the provisions thereof, as it they be amended from time to time.

2.02.h Golf Country Club Membership

Employer shall make arrangements for Employee to have membership in a Golf Country Club. Employer shall provide Employee an annual host account in the amount of \$15,000, which may be used to host guests at such club for business related purposes only, so long as the Employee serves as the Head Men's Basketball Coach. Expenses and reimbursements for such expenses must be in compliance with UNLV and NSHE policies and procedures.

2.03 Non-cumulative Post-Season Competition Bonus

For as long as Employee serves as Head Coach and for no longer, Employer shall pay a cumulative post season competition bonus, not subject to COLA, retirement contributions or deductions, to Employee as follows-

1. A payment of \$25,000 for qualifying for the NCAA tournament.
2. A payment of \$25,000 for each win achieved during the NCAA tournament.

The cumulative sum of all such bonuses shall be paid on the last business day of July in the fiscal year following the year in which they are earned. The parties shall execute a standard UNLV "Letter of Appointment," or its successor document, regarding these bonuses for each fiscal year in which they are earned, which shall incorporate and be incorporated in this Employment Agreement.

2.04 Guest Travel

Employee may request to be accompanied by an individual (a "Guest") on Team-related overnight trips. The Director of Athletics may approve or reject such requests in his sole and absolute discretion. If approved in advance and in writing by the Director of Athletics, the Guest shall be entitled to travel at Employer's expense in the same manner as Employee, share accommodations with Employee, and shall receive a standard per diem meal allowance.

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2.05 Expenses

Employer will reimburse Employee, for as long as Employee serves as Head Coach and for no longer, for all travel and out-of-pocket expenses reasonably incurred by him, with prior approval of the Director of Athletics or designee, for the purpose of and in connection with the performance of his duties under this Employment Agreement, including but not limited to, expenses incurred while recruiting within the limits set forth yearly in Employee's budget. All expenses must be in compliance with and documented in accordance with UNLV and NSHE policies and will be taxable in accordance with Internal Revenue regulations.

2.06 Season Tickets

Employer will provide to Employee, upon request, the following;

2.06.a Men's Basketball Tickets

No more than eighteen (18) reasonably located plaza level season tickets to each of UNLV's regular season men's basketball contests for so long as Employee serves as Head Coach of the UNLV men's basketball program and for no longer.

2.06.b Men's Basketball Post Season Competition

No more than eighteen (18) tickets to each of UNLV's men's basketball contests during any post-season competition, for as long as Employee serves as head coach.

2.06.c UNLV Other Varsity Intercollegiate Sports

No more than six (6) complimentary admissions to each home contest of every other UNLV varsity sports, for so long as he serves as Head Coach and for no longer.

2.06.d Restrictions and Taxes on Tickets

No complimentary tickets provided hereunder may be sold, bartered, or otherwise exchanged for anything of value. To the extent that the value of complimentary tickets is deemed to be subject to

federal income tax, deduction from Employee's gross wages shall be made pursuant to Internal Revenue regulations.

2.07 Opportunities to Earn Outside Income

While employed as Head Coach, Employee may have opportunities to earn additional outside income as the result of the position of Head Coach. The following general terms and conditions shall apply to each instance in which Employee seeks, or makes arrangements to, earn outside income resulting directly or indirectly from employment as Head Coach.

2.07.a UNLV Obligations are Primary

Such outside activities shall not interfere with the full and complete performance by Employee of duties and obligations as a UNLV Employee, and Employee acknowledges that the primary obligation is to UNLV and its students.

2.07.b All Nevada Laws, as well as NCAA, Conference, and NSHE/UNLV Rules Apply

Employee shall not accept nor receive, directly or indirectly, any monies, benefits or any other gratuity whatsoever from any person, corporation, UNLV booster club or alumni association or other benefactor, if such action would violate (1) Nevada Revised Statutes or the Nevada Administrative Code, (2) the NSHE Code or any other provisions of the NSHE Board of Regents Handbook, the rules, regulations or by-law of UNLV, or (3) any governing documents, including but not limited to, the constitution, by-laws, rules, regulations or official interpretations thereof of the NCAA, or the MWC, as they may be amended from time to time. **Changes or amendments of such governing laws, regulations, policies and documents shall apply upon adoption to this entire Employment Agreement and Employee's conduct hereunder, regardless of notification of such to Employee and with no obligation on Employer to notify Employee.**

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2.07.c UNLV Approval Is Required

To the extent required by NCAA regulations and as provided in this Employment Agreement, Employee shall obtain the advance written approval of the President of UNLV, through the Director of Athletics or designee, before entering into any agreement to receive outside income, and such approval by Employer will not be unreasonably withheld.

2.07.d UNLV Is Not Liable

Any arrangements for outside income and to the activities there under are independent of Employee's UNLV employment, and UNLV shall have no responsibility or liability for payment of any such income or for any claims arising in connection therewith under any circumstances whatsoever.

2.07.e Commercial Endorsements

UNLV and Employee agree that Employee may undertake commercial endorsements of products and services in which Employee is identified as the Head Coach during such time as Employee is assigned to such position and for no longer. Employee may not otherwise associate UNLV's name or athletics program in any other manner with an endorsement.

2.07.f Income From Written Materials

Employee shall be entitled to author and publish books, magazines, newspaper articles, and video productions in connection with Employee's position as Head Coach and shall own any original intellectual content therein. Employee agrees to act in a professional and dignified manner regarding all such matters, and in no way to disparage NSHE, UNLV, its activities, programs, officers, or agents.

2.07.g Disclosure of Outside Income

Employee shall report annually in writing to the President of UNLV through the Director of Athletics or designee, on or before the last business day of each fiscal year, all athletic-related income from all sources outside UNLV without limitation. UNLV shall have reasonable access to all relevant records of

Employee necessary to verify such report(s). In addition, in accordance with NCAA regulations, Employee may be required to report outside income directly to the NCAA.

2.07.h Camps and Clinics

So long as he is employed as Head Coach, Employee may conduct camps, clinics or individual instruction utilizing UNLV practice facilities. A complete description of the activities to be conducted, including any information or details requested by UNLV regarding such camp, clinic or individual instruction must be submitted to and approved by the Director of Athletics or designee in advance of any promotion or advertising of the activity. Employee shall be responsible for any and all facility or other fees, charges or expenses (including but not limited to clerical assistance, copy expenses, office supplies, other administrative costs, residence hall fees, and practice site expenses), as well as any equipment usage charges assessed by UNLV for such camp, clinic, or individual instruction. Employer is not responsible for and does not warrant that any funds shall be derived by Employee relative to potential camp, clinic, or individual instruction revenue, but such activities shall be conducted in compliance with all NSHE Board of Regents Handbook, NSHE Procedures Manual and UNLV Division of Finance and Business policies, procedures and guidelines.

Further, Employee shall maintain for the duration of such activities, and provide proof thereof prior to beginning any such activity, a general liability insurance policy with limits of at least Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering any such activities, on which the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas shall be named as an additional insured. Employee shall timely pay all taxes incident to these activities and otherwise hold harmless and defend Employer from any and all liability arising out of any camp, clinic, or individual instruction he conducts.

ARTICLE III POSITION

3.01 General Description of Duties and Responsibilities

Employee shall be employed by Employer, and shall serve in the position of Head Coach, subject to the conditions of employment and all other provisions of the NSHE Code. Employee agrees to devote his best efforts to the performance of his assigned duties for UNLV, to give proper time and attention to fulfilling his responsibilities to UNLV, and to comply with all rules, regulations, policies, and decisions established or issued by UNLV, the NCAA and the MWC. In the event that the Employee becomes aware of, or has reasonable cause to believe that violations of any NCAA constitution, by-laws, rules, regulations, or official interpretation therefore may have taken place, Employee shall report such immediately to his supervisor, the Sr. Associate Athletic Director, or the Director of Athletics or designee. Employee agrees to adhere to, to respect and to follow the academic standards and requirements of Employer in regard to recruitment and eligibility of prospective and current student-athletes. All academic standards, requirements and policies of the NSHE and UNLV shall be observed at all times by the Employee, and such shall not be compromised or violated. Employee hereby agrees, notwithstanding any provisions of the NSHE Board of Regents Handbook to the contrary, that during the term of this Employment Agreement, he shall not engage, directly or indirectly, in any business activities other than as described and permitted in this Employment Agreement. Employee shall not exhibit any behavior that brings Employee or UNLV into public disrepute, contempt, scandal or ridicule or any behavior that is unfavorable to the reputation or ethical standards of UNLV. Employee further agrees not to usurp any competitive opportunities of Employer. It is further understood that Employee is individually responsible for compliance with the policies of UNLV, including thereof its athletic department, and with the rules and regulations of the NCAA and MWC, and the constitution, by-laws, rules, regulations and all official interpretations thereof, as may be in the effect from time to time, and for reporting violations and potential violations thereof to the Sr. Associate Athletic Director, the Director of Athletics, or such individuals designees.

3.02 Specific Description of Duties and Responsibilities

The following list of specific duties and responsibilities of Employee, in connection with position of Head Coach, supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Employment Agreement.

3.02.a Academic Responsibilities

Employee acknowledges that although his employment is sports-related, the primary purpose of Employer and, accordingly, of all its legal arrangements, including this Employment Agreement, is educational. Thus, the educational purposes of UNLV shall have priority in implementing and interpreting the various provisions of this Employment Agreement. It is acknowledged by Employee that a student-athlete may be declared not eligible for competition for academic reasons, or because UNLV determines that the individual would not be an appropriate representative of UNLV, or as a disciplinary sanction, or because UNLV determines that the individual is not eligible according to the rules for practice or competition as specified by the NCAA, the MWC, or the UNLV Intercollegiate Athletic Council's Code. In no event shall such action by UNLV constitute a breach of this Employment Agreement. In furtherance of its educational purpose, UNLV hereby declares the intent to provide the sport program in which Employee is Head Coach with the services of an academic counselor, employed by UNLV, who shall be available to all student-athletes in such program for tutoring, academic assistance and related academic support activities. Employee, as Head Coach, shall be responsible for submitting an annual performance evaluation of the academic counselor to the Director of Academic Services, on a schedule as established by UNLV personnel policies. This evaluation will be included in the academic counselor's overall performance evaluation, to be submitted by the Director of Academic Services.

3.02.b Sport Program Employees

Subject to such limitations as may be imposed from time to time by the NCAA or the MWC, UNLV will provide to the sport program in which Employee is Head Coach the maximum permissible number of assistant coaches. Except as limited by the anti-nepotism provisions of NRS 281.210, Employee shall have the authority to recommend the hiring and termination of assistant coaches for the sport program in which Employee is Head Coach, subject to the review of the Director of Athletics of UNLV and the approval of the President of UNLV, or designee, as UNLV's appointing authority. All assistant coaches shall be UNLV Employees. It is understood that assistant coaches are immediately responsible to Employee, who will assign the duties of each of the assistant coaches, and that the Employee is responsible for the activities of such assistant coaches as those activities relate to the educational purposes and the athletic interests of UNLV. It is further understood that Employee and assistant coaches are additionally responsible to the Director of Athletics for compliance with the policies of UNLV, including its athletic department, and with the rules and regulations of the NCAA, and the constitution, by-laws, rules, regulations and all official interpretations thereof of the NCAA, and the rules and regulations of the MWC, as may be in effect from time to time.

3.02.c Coaching

Employee shall participate in the instruction and coaching of student-athletes and shall effectively apply experience in recruiting, training and coaching of student-athletes.

3.02.d Recruiting

Employee shall determine evaluation schedules for high school contests and junior college contests as appropriate to interview and recruit prospective student-athletes.

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3.02.e Media Cooperation

Employee shall be available to and cooperate with the media and fulfill all contractual obligations relating to media requests, either print or electronic or other as designated by the Director of Athletics.

3.02.f Support Academic Mission

Employee shall work towards integration of intercollegiate athletics and the experience for each student-athlete into the whole spectrum of academic life and to complement UNLV and its mission in the community. Employee shall make every effort, working in cooperation with and support of UNLV's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met.

3.02.g Rules Compliance

Employee shall work within the confines of rules, regulations, guidelines and policies of UNLV's Athletic Department, the NCAA and the MWC. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletics and maintain strict compliance therewith and attend all department-wide rules' education meetings unless the Director of Athletics or designee gives prior approval for absence from such meetings.

3.02.h Concern for Student Welfare Issues

Employee shall maintain reasonable discipline and be fair, sympathetic and protective of student-athletes while motivating them to excellence in all aspects of life including athletic and non-athletic endeavors, paying particular attention to the high public visibility of student-athletes.

3.02.i Good Sportsmanship

Intercollegiate athletics contests shall be conducted in a sportsmanlike manner. It is the responsibility of Employee to ensure that all student-athletes, coaches and staff who are associated with the sport in which Employee serves as Head Coach conduct themselves in a sportsmanlike manner. Student-

athletes, coaches and staff shall exhibit ethical behavior at all NCAA and MWC competition and shall conduct themselves in accordance with the rules of the NCAA and MWC and the playing rules of the respective sports. Student-athletes, coaches and staff shall refrain from making negative comments regarding an opposing institution or its players, teams, coaches/staff or game officials, and shall create a healthy environment for competition.

3.02.j Fiscal Management

Employee is responsible for all aspects of fiscal management related to the sport in which Employee serves as Head Coach. The Employee, in conjunction with the Director of Athletics may be required to assist in securing outside funding to meet other basic needs of the program or to enhance the overall department of intercollegiate athletics programs if necessary.

3.02.k Scheduling Of Contests

While it is the intent of the parties to this Employment Agreement that, during each year that Employee is Head Coach, Employee shall be involved to the greatest extent possible in arranging each season's sport schedule and any rescheduling of games involving the team, the Director of Intercollegiate Athletics or designee will have final authority and responsibility with regard to the sport's schedule.

3.02.l Other Specific Duties and Responsibilities

All other duties and responsibilities will be assigned by the Director of Intercollegiate Athletics or his designee, and will be reasonably related to the position of Head Coach for the sport in which Employee serves as Head Coach.

3.03 Discipline for Violations of NSHE, UNLV, NCAA or Conference Rules and Regulations

If Employee is found to have been involved in a violation of NCAA, MWC or UNLV rules or regulations while employed by UNLV or to have violated NCAA rules or regulations during prior employment at another NCAA member institution, Employee shall be subject to disciplinary or corrective action as set forth in the NCAA

enforcement procedure, the NSHE Code, and the Department of Intercollegiate Athletics policies and procedures manual. Notwithstanding any provision of the NSHE Code to the contrary, Employee may be suspended for a period of time, the length of which shall be determined by the Director of Athletics, with or without pay, or the employment of Employee may be immediately terminated if Employee is found, upon notice to him of any alleged violation and after hearing thereon, to have been involved in a violation of NCAA, MWC or UNLV rules and regulations. In addition, and notwithstanding any provision of the NSHE Code to the contrary, Employee may be suspended, with pay, in Employer's sole discretion while Employer investigates and processes alleged violation by Employee of these rules and regulations, but only if Employer has cause to believe such violation has occurred and Employee has received written notice of such suspected violation.

3.04 Reporting Relationship

Employee shall report to the Sr. Associate Athletic Director. Employee's job duties and responsibilities may be reviewed, revised and assigned from time to time by Employee's supervisor, or to the Director of Athletics or designee.

3.05 Annual Performance Evaluations

On an annual basis, Employee's performance of job duties and responsibilities will be evaluated by the Employee's supervisor. The evaluation will take into account prior evaluations and the expectations and goals set for Employee in such prior evaluations. Specific areas of evaluation include but are not limited to: graduation rate, which includes student-athlete retention, satisfactory progress and team grade point average; conference ranking; NCAA compliance; fiscal management and community relations. In addition, each year that Employee serves as Head Coach, Employee will be responsible for evaluating assistant coaches and other designated staff members.

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ARTICLE IV RENEWAL, NON-RENEWAL, TERMINATION, RESTRICTIVE COVENANT

4.01 Contract Renewal and Extension

Annually, at the conclusion of the season, the Director of Athletics and Employee will meet to discuss and negotiate in good faith extension or modification of this Employment Agreement and other terms and conditions, including compensation for and length of employment. Terms of any contract extension will be on mutually acceptable terms and conditions and will not be final until approved as required by NSHE policies.

4.02 Non-Renewal

Employee expressly understands and agrees that the provisions of this subsection constitute notice to Employee of the non-renewal of employment at UNLV upon the close of business at UNLV on the latest date indicated in Article I of this Employment Agreement. Notwithstanding any provision of the NSHE Code to the contrary, no other notice of non-renewal of employment shall be required nor shall Employee have any rights under any provision of the NSHE Code for any other time period for notice of non-renewal of employment, other than as provided and set forth in this subsection.

4.03 Termination by UNLV

Employee recognizes this Employment Agreement includes the promise of Employee to remain as a UNLV Employee through the entire term. Employee acknowledges, however, that circumstances may make it appropriate for UNLV to terminate this Employment Agreement prior to the completion of the entire term hereof.

4.03.a Termination by UNLV Without Cause

Notwithstanding any provision of the NSHE Code to the contrary, at any time after commencement of this Employment Agreement, Employer may terminate it by giving written notice to Employee. Such termination shall become effective not earlier than thirty (30) days after the receipt of the written notice. In the event UNLV terminates this agreement without cause, UNLV shall pay to Employee, as

liquidated damages and in equal monthly installments, any unpaid portion of the Base Salary only for the remaining term of this Employment Agreement. Employer shall not be liable for any consequential damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might result from Employers' termination of this Employment Agreement without cause. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact Employee may lose certain benefits, supplemental compensation or outside compensation relating to employment at UNLV, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by Employer shall constitute Employee's sole remedy and shall be adequate and reasonable compensation to Employee for damages and injury suffered because of such termination without cause by Employer. The foregoing shall not be, nor construed to be, a penalty.

4.03.b Termination by UNLV For Cause

UNLV shall have the right to terminate this Employment Agreement for cause at any time. The term "cause" shall mean:

1. Failure to perform the material duties described in this Employment Agreement or refusal or unwillingness to perform such duties to the best of Employee's ability.
2. Material violations by Employee of any of the other terms and conditions of this Agreement.
3. Violation by Employee of any criminal statute involving moral turpitude.
4. Behavior by Employee that brings Employee into public disrepute, contempt, scandal or ridicule, or any behavior that is unfavorable to the reputation or in violation of the ethical standards of Employer.
5. Serious violation by Employee of any policy, rule, by-law, regulation, law, constitutional provision, or official interpretation thereof of the NSHE, UNLV, NCAA or MWC, which

violation may, in the sole determination of Employer, reflect adversely upon UNLV or its athletic program, including any violation which results in UNLV being sanctioned by the NCAA or the MWC, including any violation which occurred during prior employment of Employee at another NCAA member institution.

6. Any serious violation, of which Employee knew or should have known, of any policy, rule, by-law, regulation, law, or official interpretation thereof, of NSHE, UNLV, the NCAA, or the MWC by employees, volunteers or student-athletes associated with Employer's athletic program, which violation may, in the sole determination of UNLV, reflect adversely upon UNLV or its athletic program, including any violation which results in UNLV being sanctioned by the NCAA or the MWC.
7. Misconduct by Employee that is materially prejudicial to the best interests of UNLV or its athletic program or which violates the educational mission of UNLV; or
8. Unexcused absence from duty.

4.03.c UNLV's Obligations Upon Termination For Cause

In the event this Employment Agreement is terminated for cause in accordance with the provisions hereunder, all of Employer's financial obligations to Employee under this Employment Agreement shall cease. In no case shall UNLV be liable to Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from employment, from any source whatsoever, that may result from Employer's termination of this Employment Agreement with cause.

4.04 Automatic Termination Upon Death Or Disability Of Employee

This Employment Agreement shall terminate automatically if Employee dies or if Employer reasonably determines that Employee has become totally or permanently disabled within the meaning of Employer's disability insurance for Employees. Notwithstanding any provision of the NSHE Code to the contrary, if this

Employment Agreement terminates because of Employee's death, Employee's salary and all other compensation, bonuses and benefits shall continue through the last day of the calendar month in which death occurs. Further, if his Employment Agreement terminates because Employee becomes totally or permanently disabled, Employee's salary, compensation, bonuses and other benefits shall continue for a period of sixty (60) days from the date such disability begins. In any case, Employee and his survivors or estate shall be entitled to Employer's usual and customary disability and death benefits on the same basis as other UNLV employees.

4.05 Termination by Employee

4.05.a Termination for Cause

Employee may terminate this Employment Agreement for "cause" if Employer materially breaches any term of this Employment Agreement and fails to remedy such breach within thirty (30) days after written notice by Employee. In the event of such a termination, Employer shall pay to Employee as liquidated damages (i) any unpaid portion of the Base Salary, or (ii) six (6) Monthly Payments, whichever is less. In no event shall Employer be liable to Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from this employment, from any source whatsoever, that may result from the termination of this Employment Agreement.

4.05.b Termination Without Cause

If Employee terminates this Employment Agreement for any reason other than a material breach of this Employment Agreement by Employer, Employee shall not be entitled to receive any further compensation or benefits of any kind. In addition, Employee acknowledges that Employer is making a substantial monetary and non-monetary investment regarding Employee's continued employment by entering into this Employment Agreement and this investment would be lost or substantially impaired if Employee resigns or otherwise terminates his employment with Employer. Accordingly, Employee agrees that in the event Employee terminates this Employment Agreement without cause to accept a

position as a head collegiate basketball coach, Employee shall pay to Employer as liquidated damages a sum equal to \$250,000. The parties further agree that payment of such liquidated damages by Employee shall constitute Employer's sole remedy and shall be adequate and reasonable compensation to Employer for damages it may suffer because of such termination without cause by Employee. The foregoing shall not be, nor construed to be, a penalty.

4.06 Restrictive Covenants

4.06.a Other Employment

The parties agree that in the course of employment, Employee will have access to confidential information regarding Employer's athletic program that could be used by other institutions to place Employer's Team at a competitive disadvantage. Accordingly, Employee agrees that throughout the term of this Employment Agreement Employee shall not seek or negotiate for nor accept other employment as a head collegiate basketball coach without having first obtained Employer's consent, which consent shall not be unreasonably withheld.

4.06.b Non-solicitation Agreement

For a period of one (1) year following termination of this Employment Agreement by either party and regardless of cause, Employee shall not contact or seek to recruit any athlete previously contacted or recruited by Employer, unless such athlete had been recruited or contacted by any new institution employing Employee prior to the termination of this Employment Agreement. This obligation shall survive the termination of this Employment Agreement, regardless of reason.

4.06.c Injunctive Relief

Employee acknowledges that this Section 4.06, and all other provisions of this Employment Agreement, may be enforced by any and all legal and equitable actions available to Employer, including application for a restraining order and preliminary and permanent injunction. In the event that Employee resigns

from the position of Head Coach during the term of this Employment Agreement and obtains other employment as a head collegiate basketball coach, Employee shall be deemed to have resigned employment and agreed to the terms in Section 4.05. In no case shall UNLV be liable for the loss of any collateral business opportunities or any other benefits, prerequisites or income resulting from activities such as, but not limited to, campus, clinics, media appearance, shoe or apparel contracts, consulting relationships or from any other sources whatever that may ensue as a results of Employee's resignation or termination of this Employment Agreement.

ARTICLE V MISCELLANEOUS

5.01 Nevada Law Governs

This Employment Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, and the laws of the State of Nevada shall govern the validity, performance and enforcement of this Employment Agreement.

5.02 Assignment of Agreement

Employee's rights and interests under this Employment Agreement may not be assigned, pledged or encumbered by Employee.

5.03 Merger Clause

This Employment Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Employee by UNLV and supersedes all prior understandings and agreements, oral or written, express or implied, regarding Employee's employment by UNLV.

5.04 Amendments to Agreement

This Employment Agreement may only be amended by written instrument duly approved by the Board of Regents of the Nevada System of Higher Education and accepted by the Employee, with such approval and acceptance to be in writing.

5.05 Public Document

Employee agrees this Employment Agreement is a public document and that the Employer will release a copy to persons requesting one, pursuant to the Nevada Public Records Law.

5.06 Severability

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Employment Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

5.07 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Employment Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

5.08 Acknowledgment

Employee acknowledges having read and understands all of the provisions of this Employment Agreement and that such provisions are reasonable and enforceable and agrees to abide by this Employment Agreement and the terms and conditions set forth herein. Further, Employee acknowledges having had the opportunity to consult with counsel of his own choice regarding the provisions of this Employment Agreement prior to execution hereof.

5.09 UNLV Retains All Materials And Records

All materials or articles of information, including, without limitation, personnel and student-athlete records, recruiting records, team information, films, statistics or any other material or data, furnished to Employee by UNLV or developed by Employee on behalf of UNLV or at UNLV's direction or for UNLV's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of UNLV. Within two (2) business days of the expiration of the term of this Employment Agreement or its

earlier termination as provided herein or the reassignment of Employment from the position in the sport in which Employee is Head Coach, Employee shall deliver any such materials in Employee's possession or control to UNLV.

5.10 Employee Will Not Incur UNLV Indebtedness

It is mutually agreed and understood that Employee shall not incur any indebtedness for or on behalf of UNLV without first securing the approval of the Director of Athletics or his designee.

5.11 "Force Majeure" Clause

Neither party shall be considered in default in the performance of its obligations under this Employment Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

5.12 Government Immunity Not Waived

It is expressly agreed and understood between the parties that UNLV is an instrumentality of the State of Nevada and that nothing contained herein shall be construed to constitute a waiver or relinquishment by UNLV of its right to claim such exemptions, privileges and immunities as may be provided by law.

5.13 Employee Will Not Make Investments Competitive With UNLV's Objectives

During the period of employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise, which could be deemed to be competitive with UNLV's objectives and philosophies or with UNLV's intercollegiate program, without first having obtained written consent of his supervisor.

5.14 Notice

Any notice or other communication which may or is required to be given under this Employment Agreement shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other.

If to Employee: **David Rice**
 UNLV Department of Intercollegiate Athletics
 4505 S. Maryland Parkway, Box 450011
 Las Vegas, Nevada 89154

With a copy to:

Joey McCutchen
P.O. Box 1971
Fort Smith, Arkansas 72902

If to UNLV: **Director of Athletics**
 UNLV Department of Intercollegiate Athletics
 4505 S. Maryland Parkway, Box 450001
 Las Vegas, Nevada 89154

5.15 Applicability of NSHE Code

This Employment Agreement is subject to the provisions of the NSHE Code except as specifically provided otherwise within this Employment Agreement.

5.16 Captions

All captions in this Employment Agreement are included for convenience only and do not constitute, nor are incorporated in, the terms and conditions of this Employment Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement or caused this Employment Agreement to be executed the day and year first written above, intending to be legally bound by its provisions, Employee acknowledging that Employee has had the opportunity to review this Employment Agreement with Employee's attorney.

EMPLOYEE:

David W. Rice
David Rice

5/4/11
Date

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS.

RECOMMENDED:

[Signature] 5/9/11
Jim Livengood, Director of Athletics

[Signature] 5/13/11
Gerry Bomotti, Senior Vice President for Finance and Business

APPROVED:

[Signature]
Neal J. Smatresk, President

5/11/11
Date

Approved as to Legal Form:

[Signature]
Richard C. Linstrom, Vice President and General Counsel