

BOARD OF REGENTS
BRIEFING PAPER

1. Agenda Item Title: Director of Athletics Employment Agreement

Meeting Date: December 5-6, 2013

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

CSN seeks to hire L. Dexter Irvin as its Athletic Director to replace the former director who recently resigned. Mr. Irvin has an extensive college and high school career in sports administration and coaching. Most recently, he has been the Athletic Director at the University of Hawaii-Hilo for four years, and was the Athletic Director at Dixie State College (St. George, Utah) prior to that for ten years. Before that he served in administration and coaching positions at various community colleges and high schools in the western United States. Mr. Irvin holds a M.A. and B.S. in Physical Education.

The proposed agreement provides for a salary that is consistent with what CSN has paid in the past and for the standard benefits received by full-time employees. There is no other perquisite included. The proposed agreement emphasizes educational priorities for the student-athletes, and compliance with all rules, regulations, etc.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

President Michael D. Richards requests Board approval of the employment agreement with Mr. L. Dexter Irvin in the position of Athletic Director. The contract term is through June 30, 2015, which would cover two seasons of team play.

4. IMPETUS (WHY NOW?):

The previous director resigned. A search committee interviewed candidates and made a recommendation to the President.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- This candidate is a highly recommended sports administrator with many years of directly relevant experience.
- Athletic Director is needed to oversee CSN athletics
- Search has been completed and references have been checked
- Mr. Irvin has familial ties to the Las Vegas region, and desires to relocate here.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

Attempt to appoint an interim director from current CSN employees.

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

Require review of alternative candidates.

8. COMPLIANCE WITH BOARD POLICY:

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

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

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

Other: _____

Fiscal Impact: Yes No

Explain: No substantial impact on budget. Prior athletic director had an 11-month contract with slightly lower contract salary.

SUMMARY OF TERMS of PROPOSED CONTRACT

College of Southern Nevada

Athletic Director: L. Dexter Irvin

Term: January 2014 – June 2015

Funding: Employee's salary is paid through self-supporting accounts and budgeted annually.

Compensation: \$93,000 annually

: any outside compensation must be pre-approved in writing by the President

Fringe Benefits: Standard fringe benefits that are provided to professional employees

Employee will : earn annual leave on the same basis as other professional employees

: is eligible for COLA and merit pay on the same basis as other professional employees

Reassignment: may be reassigned to non-athletic department duties

Termination for cause: no further payment under the contract if terminated for cause

Resignation by Employee: employee may terminate the agreement and will not incur any liability

This Summary of Terms is not part of the Employment Agreement. In the event of any discrepancy between this Summary of Terms and the Employment Agreement, the Employment Agreement controls.

DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT
between the
BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
on behalf of the COLLEGE OF SOUTHERN NEVADA
and
LARRY DEXTER IRVIN

ARTICLE I PURPOSE AND TERM OF EMPLOYMENT

This Employment Agreement ('Agreement') is between the Board of Regents of the Nevada System of Higher (NSHE) on behalf of the College of Southern Nevada ("CSN" or "Employer") and Larry Dexter Irvin ("Employee"), and jointly the parties, to establish the contractual basis for Employee to serve in the position of CSN's Director of Athletics. Employer and Employee agree to abide by all of the terms and conditions 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), a standard CSN employment contract, or its successor document, which shall incorporate, and be incorporated in, this Employment Agreement.

1.01 Term

Subject to the further terms and conditions herein, the term of this Agreement shall be January 1, 2014 through June 30, 2015 ('Term'). Neither party is required to give notice of termination at the end of the Term.

ARTICLE II COMPENSATION/BENEFITS

2.01 Compensation

In consideration for the mutual promises of the parties hereto and subject to the further terms and conditions herein, Employee shall be entitled to the compensation as described in Article 2.02, below.

2.02 Base Salary and Benefits

2.02.a Base Salary

Employer shall pay to Employee the sum of \$93,000.00 per annum (the “Base Salary”). This Base Salary is subject to any salary reductions/furloughs mandated by NSHE. Employee is 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 employees who are employed by CSN, be prorated for any partial month, and as may be authorized in accordance with the rules and regulations of Employer. All payments by CSN shall be subject to normal deductions and withholding for state, local and federal taxes. Base Salary shall be subject to deductions for any retirement or other benefits to which Employee is entitled or in which Employee participates.

2.02.b Benefits

Employee shall be entitled to the standard fringe benefits provided to professional employees of CSN, including, but not limited to, insurance, annual leave, sick leave and retirement contributions.

2.03 Expenses

Employer in accordance with the rules, regulations and its typical protocols will reimburse Employee, for as long as Employee serves as Director of Athletics, for all travel and out-of-pocket expenses reasonably incurred by him, with prior approval of his supervisor or designee, for the purpose of and in connection with the performance of his duties under this Employment Agreement. All expenses must be in compliance with and documented in

accordance with CSN and Board of Regents' policy and, as applicable, may be taxable in accordance with IRS regulations.

2.04 Opportunities to Earn Outside Income

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

2.04.a CSN Obligations are Primary

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

2.04.b All Nevada Laws, NJCAA, Conference, and NSHE/CSN Rules Apply

Employee shall not accept nor receive, directly or indirectly, any monies, income, benefits or any other gratuity whatsoever from any person, corporation, CSN 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-laws of CSN, or (3) any governing documents, including but not limited to, the constitution, by-laws, rules, regulations or official interpretations thereof of the NJCAA, or the SWAC, 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 Agreement and Employee's conduct hereunder, regardless of notification of such to Employee and with no obligation on Employer to notify Employee.

2.04.c CSN Approval Is Required

Employee shall obtain the advance written approval of the CSN President before entering into any agreement to receive outside income, and such approval by Employer will not be unreasonably withheld.

2.04.d CSN Is Not Liable

Any arrangements for outside income are independent of Employee's CSN employment, and the EMPLOYEE HEREBY RELEASES CSN from any liability, damages or claims for any payment of outside compensation or for any claims arising in connection therewith under any circumstances.

2.04.e Commercial Endorsements

Employee may undertake commercial endorsements of products and services, and have such endorsements aired, in which Employee is identified as the Director of Athletics during such time as Employee is assigned to such position, and for no longer. Employee may not otherwise associate CSN's name or athletics program in any other manner with an endorsement.

2.04.f Disclosure of Outside Income

Employee shall report annually in writing to the CSN Director of Athletics, on or before the last business day of each fiscal year, all outside income. CSN shall have reasonable access to all relevant records of Employee necessary to verify such report(s). In addition, in accordance with NJCAA regulations, Employee may be required to report outside income directly to the NJCAA.

2.04.g Camps and Clinics

So long as he is employed as Director of Athletics, Employee may conduct camps, clinics, or individual instruction utilizing CSN athletic facilities so long as that use does not conflict with a CSN use. A complete written description of the activities to be conducted, including any information or details requested by CSN regarding such camps, clinics or individual instruction must be submitted to and approved by the President in advance of any promotion or advertising of the activity. Employee shall be responsible for any and all facility costs, supplies or other costs or fees, charges or expenses (including but not limited to clerical assistant costs, copy expenses, office supplies, other administrative costs, and practice site expenses), payment to other involved individuals or entities, and any equipment usage charges assessed by CSN, for such camps, clinics, or individual instruction. Employer is not responsible for and does not warrant that any funds shall be derived by Employee relative to potential camps, clinics, or individual instruction revenue, but such activities shall be conducted in compliance with all NSHE Handbook, NSHE Procedures Manual, and CSN Division of Finance & Administration 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, and on which the Board of Regents of the Nevada System of Higher Education 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.

Employee shall include in his written submission to the CSN President a description of the actions that will be taken to provide for the safety of any minors involved in the camps, clinics or individual instruction.

ARTICLE III POSITION

3.01 General Description of Duties and Responsibilities

Subject to the further terms and conditions herein, Employee shall serve in the position of Director of Athletics and satisfactorily perform the duties and responsibilities of that position. Employee agrees to be a loyal employee of CSN. Employee agrees to devote his full-time best energies and abilities to the performance of his assigned duties for CSN, to give proper time and attention to fulfilling his responsibilities to CSN, and to comply with all rules, regulations, policies, and decisions established or issued by the Board of Regents, CSN, NJCAA and SWAC. Employee is individually responsible for compliance with the policies of CSN, and with the bylaws, rules, and regulations of the NJCAA and SWAC, and all official interpretations thereof, as may be in effect during the Term hereof. In the event that the Employee becomes aware of, or has reasonable cause to believe that violations of any NJCAA, by-laws, rules, regulations, or official interpretation thereof may have taken place, Employee shall report such immediately to the President. 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 NSHE and CSN shall be observed at all times by the Employee, and such shall not be compromised or violated. Employee shall not exhibit any behavior that brings Employee or CSN into public disrepute, contempt, scandal or ridicule or any behavior that is unfavorable to the

reputation of ethical standards of CSN. Employee further agrees not to usurp any competitive opportunities of Employer.

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 is a non-exhaustive list of the general duties and responsibilities to be performed by Employee.

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 education purposes of CSN 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 CSN determines that the individual would not be an appropriate representative of CSN, or as a disciplinary sanction, or because CSN determines that the individual is not eligible according to the rules of practice or competition as specified by the NJCAA, the SWAC, or the CSN Athletic Handbook. In no event shall such action by CSN constitute a breach of this Employment Agreement. In furtherance of its educational purpose, CSN hereby declares the intent to provide the sports programs at CSN with the services of an academic counselor, and others, as appropriate, employed by CSN, who shall be available to all student-athletes for tutoring, academic assistance, and related academic support activities.

Employee, as Director of Athletics, shall be responsible for submitting an annual performance evaluation of any subordinate employees, as required by and on a schedule established by CSN personnel policies.

3.02.b Athletic Department Employees

Except as limited by the anti-nepotism provisions of NRS 281.210 and the Board of Regents' Handbook Title 4, Chapter 3, Section 5, Employee shall have the authority to recommend the hiring and termination of head coaches and all Athletic Department staff, subject to the review of and approval of the President, as CSN's appointing authority, or the President's designee.

3.02.c Public Appearances and Media Cooperation

As part of Employee's compensation and without further consideration, Employee is encouraged to participate in public appearances as often as possible within the parameters as defined by the job responsibilities for the position of Director of Athletics. For so long as the Employee serves as Director of Athletics, the Employee will perform such television and radio appearances as are reasonably arranged and scheduled by CSN at no additional compensation to the Employee. Employee shall be available to and cooperate with the media with requests to provide media interviews and generally promote CSN's sports teams' programs and schedules.

3.02.d 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 CSN and its mission in the community. Employee shall make every effort, working in

cooperation with and support of CSN's faculty and administrative officials, to ensure that all student-athletes academic requirements are met.

3.02.e Rules Compliance

Employee shall comply with all rules, regulations, guidelines and policies of CSN's Athletic Department, the NJCAA and the SWAC. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletics as they pertain to CSN's sports programs and maintain strict.

3.02.f Concern for Student Welfare Issues

Employee shall work with the CSN's teams coaching staffs to maintain reasonable discipline and be fair, responsive, and appropriately 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.g Good Sportsmanship

Intercollegiate athletics contests shall be conducted in a sportsmanlike manner. Employee shall exhibit ethical behavior at all times, including but not limited to, NJCAA and SWAC competition and shall conduct himself in accordance with the rules of the NJCAA and SWAC. Employee 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 Student-athletes, coaches, and staff shall refrain.

Employee shall ensure that all coaches and the student-athletes who are associated with the athletic department conduct themselves in a sportsmanlike manner. Employee shall ensure that all coaches and student-athletes exhibit ethical behavior at all NJCAA

and SWAC competitions and shall conduct themselves in accordance with all applicable rules. Employee shall ensure that all coaches and student-athletes 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.h Fiscal Management

Employee is responsible for all aspects of fiscal management related to the intercollegiate athletics programs. The Employee, in conjunction with the coaches may be required to assist in securing outside funding to meet other basic needs of the program or to enhance the overall intercollegiate athletics programs.

3.02.i Scheduling of Contests

Employee shall, with appropriate consultation with coaches and administrators, arrange each season's intercollegiate sports schedules and any rescheduling of games involving the teams, and will have final authority and responsibility with regard to the teams' schedules.

3.02.j Other Specific Duties and Responsibilities

The President or designee may assign any additional duties and responsibilities that are reasonably related to the position of Director of Athletics.

3.03 Reporting Relationship

Employee shall report to the CSN President. Employee's job duties and responsibilities may be reviewed, revised, and assigned from time to time by the President.

3.04 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 the 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 teams' grade point average; conference ranking, NJCAA compliance; fiscal management, and community relations. In addition, each year that Employee serves as Director of Athletics, Employee will be responsible for evaluating coaches and other designated athletic department staff members.

ARTICLE IV NON-RENEWAL, TERMINATION, RESTRICTIVE COVENANT

4.01 Non-Renewal

Employee expressly understands and agrees that the provisions of this subsection constitutes notice to Employee of the non-renewal of employment at CSN upon the close of business at CSN 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.

4.02 Termination by CSN

4.02.a Termination by CSN for Cause

CSN shall have the right to terminate this Agreement for cause. In addition to its reasonable and customary meaning, the term "cause" shall include, but not be limited to, the following:

1. Failure to perform the duties described in this Employment Agreement or refusal or unwillingness to perform such duties to the best of Employee's ability.
2. Material breach 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. Violation by Employee of any policy, rule, by-law, regulation, law, constitutional provision, or official interpretation thereof of the NSHE, CSN, NJCAA or SWAC, which violation may, in the sole determination of Employer, reflect adversely upon CSN or its athletic program, including any violation which results in CSN being sanctioned by the NJCAA or the SWAC.
6. Any serious or intentional violation, of which Employee knew or should have known, of any policy, rule, by-law, regulation, law, constitutional provision, or official interpretation thereof of the NSHE, CSN, NJCAA or SWAC, which violation may, in the sole determination of Employer, reflect adversely upon CSN or its athletic program, including any violation which results in CSN being sanctioned by the NJCAA or the SWAC.
7. Misconduct by Employee that is materially prejudicial to the best interests of CSN or its athletic program or which violates the education mission of CSN; or
8. Unexcused absence from duty

9. Any cause adequate to sustain the termination of any other CSN employee under the provisions of Title 2 of the Code.

If any of the foregoing occur, Employee shall be subject to disciplinary or corrective action as set forth in the NJCAA enforcement procedure, the NSHE Code, or CSN employment policies, respectively. Additionally, 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 President, with or without pay. Additionally, this Agreement may be immediately terminated by written decision of the CSN president upon written recommendation of a general hearing officer after hearing considering the occurrence of any of the items of 'cause' described above.

4.02.b CSN's Obligations Upon Termination For Cause

In the event this Employment Agreement is terminated for cause in accordance with the previous sub-section, all of Employer's financial obligations to Employee under this Employment Agreement shall cease. In no case shall CSN 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.

4.02.c CSN's Right to Reassign per NSHE Handbook

Employee acknowledges that he may, as an 'administrator' under the NSHE Handbook, be reassigned to another position within CSN without cause, reasons or right of reconsideration.

4.03 Automatic Termination Upon Death Or Disability of Employee

This Agreement shall terminate automatically if Employee dies, if Employee becomes totally disabled within the meaning of CSN's disability insurance for employees, or if Employee becomes Permanently Disabled. "Permanently Disabled" shall mean physical or mental incapacity of a nature which prevents Employee, in the sole judgment of CSN in consultation with appropriate medical personnel selected by CSN, from performing duties under the Agreement for a period of sixty (60) consecutive calendar days. If this Agreement is terminated pursuant to this section because of Employee's death, Employee's salary and all other compensation, bonuses and benefits shall terminate as of the last day of the calendar month in which death occurs, except that Employee's personal representative or other designated beneficiary shall be entitled to all such death benefits. If this Agreement is terminated pursuant to this section because Employee becomes totally disabled or Permanently Disabled, notwithstanding any other CSN policy, rule or regulation to the contrary, which may be in effect, Employee shall be limited to receiving the salary, compensation, bonuses and other benefits then applicable for a period of sixty (60) days from the date such disability begins. At the end of such sixty (60) day period, all salary, compensation, bonuses and other benefits shall terminate, except that Employee shall receive any disability benefits to which Employee is entitled.

4.04 Termination by Employee

If Employee terminates this Agreement for any reason, Employee shall not be entitled to receive any further compensation or benefits of any kind.

4.05 Restrictive Covenants

4.05.a Covenant Not to Compete

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 intercollegiate athletic teams at a competitive disadvantage. Accordingly, Employee agrees that throughout the term of this Agreement, Employee shall not seek, discuss, negotiate for or accept other employment as a director of athletics or a coach with any college or university that competes with Employer's teams, without Employer's consent, which consent may be withheld in Employer's sole discretion.

The parties agree that in the course of employment, Employee will have access to confidential information regarding CSN's athletic department and its programs, including donor lists and donor information, that could be used by other institutions to place the Program's team at a competitive disadvantage. Employee shall not provide, and is prohibited from providing, any such confidential information to other institutions, their coaches, employees, student athletes, agents or representatives.

4.05.b Non-solicitation of Recruits

For a period of one (1) year following termination of this Agreement by either party and regardless of cause, Employee shall not contact or seek to recruit any athlete previously contacted or recruited by Employee or CSN's coaches for CSN's intercollegiate athletic teams. This obligation shall survive the termination of this Employment Agreement, regardless of reason.

4.05.c Injunctive Relief

Employee acknowledges that this Section 4.06, and all other provisions of this 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 Director of Athletics during the term of this Agreement, Employee shall be deemed to have resigned employment and agreed to the terms in Section 4.05. EMPLOYEE HEREBY RELEASES CSN from any liability for the loss of any collateral business opportunities or any other benefits, perquisites 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 Agreement.

ARTICLE V MISCELLANEOUS

5.01 Nevada Law Governs

This 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 Agreement.

5.02 Assignment of Agreement

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

5.03 Merger Clause

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

5.04 Amendments to Agreement

This Agreement may only be amended by written instrument duly approved in accordance with the policies of NSHE and accepted by the Employee.

5.05 Public Document

Employee agrees this 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 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 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 Agreement and that such provisions are reasonable and enforceable and agrees to abide by this 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 Agreement prior to execution hereof.

5.09 Indemnification of Employer

Employer agrees to hold harmless, indemnify and defend Employer from any and all suits, claims, demands, damages, liability, costs, and expenses, including attorney's fees, arising out of Employee's performance of acts outside the scope of this Agreement, or for acts in pursuit of outside income as permitted by this Agreement. This Article 5.09 shall survive the termination for any reason of this Agreement.

5.10 CSN 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 CSN or developed by Employee on behalf of CSN or at CSN's direction or for CSN's use or otherwise in connection with Employee's employment hereunder and shall remain the sole and confidential property of CSN. Within two (2) business days of the expiration of the term of this Agreement or its earlier termination as provided herein or the reassignment of Employment from the position of Director of Athletics, Employee shall deliver any such materials in Employee's possession or control to CSN.

5.11 Employee Will Not Incur CSN Indebtedness or Contractual Liability

It is mutually agreed and understood that Employee shall not incur any indebtedness for or on behalf of CSN without first securing the approval of the President or his designee and that all contractual obligations incurred by Employee must be in accordance with applicable NSHE and CSN policies, specifically including delegations of signature authority and provisions for approval of the Board of Regents. No contracts for employment of head or assistant coaches

shall be negotiated without the prior approval of the President or designee of all terms thereof, specifically including selection of such coaches, the term of such agreements, and all compensation to be offered.

5.12 “Force Majeure” Clause

Neither party shall be considered in default in the performance of its obligations under this 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, 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.

5.13 Government Immunity Not Waived

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

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: Larry Dexter Irvin

If to CSN: President
College of Southern Nevada
6375 W. Charleston Blvd
Las Vegas, Nevada 89146

5.15 Employee Will Not Make Investments Competitive With CSN's Objectives

During the Term 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 CSN's objectives and philosophies or with the Athletic Department, without first having obtained the written approval of the President.

5.16 Applicability of the Code

Except as expressly stated herein, this Agreement is subject to the provisions of the Nevada System of Higher Education Code, Title 2 of the Board of Regents' Handbook, as may be amended from time to time during the Term.

5.15 Captions

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be legally bound by its provisions.

EMPLOYEE:

Agreed to

by _____
Larry Dexter Irvin

Date: _____

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA:**

Recommended by:

Michael D. Richards

Date: _____

Approved By:

Chancellor

Date: _____

Approved as to legal form and sufficiency:

CSN Office of General Counsel

Date: _____