

University of Nevada Reno

EMPLOYMENT AGREEMENT

This Employment Agreement is effective this 1st day of July, 2006, contingent upon the approval of the Board of Regents of the Nevada System of Higher Education, by and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (the "University") and Christopher T. Ault (the "Head Football Coach" or "Employee") and it cancels and replaces any and all prior employment understandings and agreements between these two parties, including but not limited to the prior Employment Agreement for the period 7-1-04 through 6-30-07. Concurrent with this Employment Agreement, the parties shall also execute, on an annual basis for each academic year, a standard University Personnel/Payroll Action Form (PAF), or successor document, together with its accompanying document called the "Terms of Employment for Faculty," or successor document, which said document shall incorporate this Employment Agreement.

ARTICLE I – PURPOSE

The University and the Head Football Coach have entered into this Employment Agreement because the University desires to contract the employee for a period of three years with the Employee's assurance that he will serve the entire term of this Employment Agreement, a long-term commitment by the Employee being critical to the University's desire to run a stable athletic program. The University and the Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the University community and among University employees, including evaluation and scrutiny of program performance by the public and the news media and control by external rules and regulations, including without limitation the rules and regulations of the National Collegiate Athletic Association (NCAA) and the athletic conference of which the University is a member. These circumstances justify job security and commitment by the

Employee longer than one year but less than a continuous appointment. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Employment Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the terms and conditions set out in this Employment Agreement.

ARTICLE II – PUBLIC DOCUMENT

The parties agree that this Employment Agreement is a public document and that the University may release copies of the Employment Agreement to persons requesting the same.

ARTICLE III – POSITION

3.01. Employment As Head Football Coach Of University.

The Employee is hereby employed by the University. Throughout the term of this Employment Agreement, the Employee shall use his best full-time energies and abilities for the exclusive benefit of the University. The Employee shall serve as the Head Coach of the University's football program, and the Employee, as Head Coach, shall also serve as the primary and responsible administrator of the University's football program. As such, the Employee is an "administrator" as that term is defined by the policies, rules and regulations of the Board of Regents of the Nevada System of Higher Education.

3.02. Description Of Employee's Responsibilities.

a. Recognition Of Duties. The Employee agrees to be a loyal employee of the University. The Employee agrees to devote his best efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University and to comply with all rules, regulations, policies, and decisions established or issued by the Athletic Department of the University. The Employee agrees that, notwithstanding any provision of Section 5.07 herein, during the terms of this Employment Agreement, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of his duties

hereunder. Subject to the provisions of Section 5.07, the Employee also agrees not to usurp any corporate opportunities of the University.

b. General Duties And Responsibilities Of Employee. During the term of his Employment Agreement, the Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the University all duties and responsibilities attendant to the position of Head Coach of the University's football program as set forth in Section 3.02(c.) below. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the NCAA and all NCAA and University rules and regulations relating to his conduct and administration of the football program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof, as well as the applicable constitution, bylaws, rules and regulations of the athletic conference of which the University is a member. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the University's Director of Intercollegiate Athletics, or designee. The Employee agrees to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student athletes for the football program. All academic standards, requirements and policies of the University shall also be observed by the Employee and members of his staff, including assistant coaches, at all times and shall not be compromised or violated at any time. It is the goal and desire of both the University and Employee that student athletes in the football program will perform at the highest possible academic level. As Head Football Coach, the Employee will publicly support the mission and policies of the Athletic Program.

c. Duties And Responsibilities While Employed As Head Coach. The duties and responsibilities assigned to the Employee in connection with his position as Head Coach of the University's football program are as set forth below. The Employee's specific job

duties and responsibilities shall be reviewed, assigned and revised from time to time, after consultation with the Employee, by the Employee's reporting supervisor, the Director of Intercollegiate Athletics. The duties and responsibilities are not exclusive of the other general duties and responsibilities provided for elsewhere in this employment Agreement.

1. Duties: The position of Head Coach of the University's football program is a specialized professional position. The Employee is responsible for evaluating, recruiting, training and coaching student athletes to compete successfully against major college competition in a quality football program and the Employee is expected to conduct the University's football program in a manner most beneficial to the University and its athletic programs.
2. Responsibilities: In his position as Head Coach of the University's football program, the Employee is held directly accountable for these general responsibilities relating to the football program: overall management and administration of the football program, implementation of the budget for the football program and the recruiting, training, supervision, evaluation and performance of student athletes and coaching staff. As Head Football Coach, Employee shall be positive in supporting the football program, the athletic department, and the University.

3.03. Employee May Be Disciplined for Violations of NCAA Rules and Regulations.

If the Employee is found to have violated NCAA rules and regulations during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. If the Employee is found to be in violation of NCAA, athletic conference or University rules and regulations while employed by the University, the Employee shall also be subject to disciplinary or corrective action as set forth in the NCAA and/or