

# University of Nevada Reno

## EMPLOYMENT AGREEMENT

This Employment Agreement is effective this 1<sup>st</sup> 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

University enforcement procedure and/or as set forth below in Section 6.01(d). The Employee may be suspended for a period of time, without pay, or the employment of the Employee may be terminated as provided in Section 6.01 (c) hereof. Employee may also be disciplined in accordance with Nevada System of Higher Education Board of Regents Handbook Title 2, Chapter 6, Section 6.6.

3.04 . Reporting Relationship.

The Employee shall report to the University's Director of Intercollegiate Athletics. The Employee is expected to work closely with a variety of athletic departments and University staff on all matters affecting the intercollegiate football program or otherwise connected with the discharge of his duties as an employee of the University.

**ARTICLE IV – TERM OF EMPLOYMENT**

4.01. Term of Agreement.

a. Multi-Year Contract. The Employee's employment, hereunder, shall commence July 1, 2006, subject to the approval of the Board of Regents of the Nevada System of Higher Education, and shall continue until this Employment Agreement terminates upon the close of business at the University on June 30, 2009, provided, that this provision is subject to the terms and conditions of Article VI hereof concerning termination and Article VII hereof concerning restrictions on competition, and neither party shall have any right to terminate this Employment Agreement prior to the close of business at the University on June 30, 2009, except as provided therein.

**THE PARTIES TO THIS EMPLOYMENT AGREEMENT EXPRESSLY UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS SUBSECTION CONSTITUTE THE NOTICE TO THE EMPLOYEE OF THE NONRENEWAL OF HIS EMPLOYMENT AT THE UNIVERSITY UPON THE CLOSE OF BUSINESS AT THE UNIVERSITY ON JUNE 30, 2009, AND THAT, NOTWITHSTANDING ANY PROVISION OF THE NEVADA SYSTEM OF HIGHER EDUCATION CODE TO THE CONTRARY, NO OTHER NOTICE OF NONRENEWAL OF EMPLOYMENT SHALL BE REQUIRED.**

b. Renewal of Employment. During the final year of this Employment Agreement, the University and the Employee, or their designees, shall meet to determine whether the Employee's employment at the University shall be renewed upon mutually acceptable terms and conditions. This contract is renewable solely upon an offer from the University and acceptance by the Head Football Coach, both of which must be in writing signed by the parties, and approved by the Board of Regents.

4.02. Periodic Personnel Evaluations.

The Employee's performance of his job duties and responsibilities, distinguished from his won-lost record, will be evaluated by his reporting superior periodically on the same basis as performance evaluations are done for other professional employees of the University. These evaluations also will take into account prior evaluations and the expectations and goals set for the Employee in such prior evaluations. In addition, each year that the Employee serves as Head Coach of the University's football program, the Employee will be responsible for evaluating assistant coaches, who shall be evaluated on the same basis as performance evaluations are done for other professional employees of the University.

**ARTICLE V – COMPENSATION**

In consideration for the promises he has made in entering into this Employment Agreement, the Employee shall be entitled to the compensation as described below. All payments by the University are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which the Employee is entitled or in which he participates, and are subject to the terms and conditions of Article VI hereof concerning termination of this Employment Agreement and Article VII hereof concerning restrictions on competitive employment.

5.01. Guaranteed Base Salary.

The guaranteed base salary paid by the University to the Employee for his services and satisfactory performance of the terms and conditions of this Employment Agreement shall be at the rate of **\$360,000** per fiscal year (a fiscal year begins on July 1 and ends the following June 30),

prorated to the portion of the fiscal year the employee is actually employed, and payable in equal monthly installments by the University to the Employee on the last day of each consecutive calendar month during the term of this employment Agreement, commencing July 1, 2006. Salary increases during the term of this multi-year Employment Contract shall be paid to the Employee by the University at the same time and under the same conditions as other employees of the University, as may be authorized in accordance with the provisions of the Nevada System of Higher Education Code.

5.02. Fringe Benefits.

The Employee shall be entitled to the standard fringe benefits provided to all other professional employees of the University including, but not limited to, retirement contributions based upon the compensation paid pursuant to Section 5.01 of the Employment Agreement, insurance, annual leave and sick leave.

5.03. Expenses.

The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him 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 and scouting. Such reimbursement shall be made in accordance with standard reimbursement rates and procedures of the University upon presentation to the University of Standard Travel reimbursement forms, vouchers or other statements itemizing such expenses in reasonable detail. In addition, the University will provide the Employee's spouse with team travel privileges to all away games at the standard state per diem rate.

5.04. Automobiles.

The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, two automobiles for the use of the Employee and his spouse for so long as the Employee serves as Head Coach of the University's football program. The University further agrees to provide appropriate liability and comprehensive automobile insurance to

cover the Employee in his use and operation of said automobile. The Employee agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee's spouse in the use of the automobile assigned to the spouse, in limits of not less than \$1 million combined single limit and comprehensive and collision coverage with a deductible of not more than \$500. The Employee shall be responsible for all other expenses involved in the use and operation by the Employee and his spouse of said automobiles.

5.05. Season Tickets and Memberships.

- a. The University shall make available to the Employee, upon request, skybox family privileges for up to twelve (12) season tickets to the University's football team's home games.
- b. The University shall make available to the Employee, upon request, four (4) complimentary men's and women's season basketball tickets.
- c. The University shall make available to the Employee, upon request, a Hidden Valley Golf Club membership, including mandatory annual fees currently valued at \$7,200.00.

5.06. Television, Radio, and Personal Appearances.

a. For so long as the Employee serves as Head Coach of the University's football program, the Employee will perform such television and radio appearances as are reasonably arranged and scheduled by the University at no additional compensation to the Employee.

b. For so long as the Employee serves as Head Coach of the University's football program, the Employee will perform such personal appearance duties as the University shall reasonably arrange and schedule to assist in the recruitment of students and to enhance the



**regional and national reputation of the University at no additional compensation to the Employee.**

5.07. Opportunities to Earn Outside Income.

While the Employee is employed as Head Coach of the University's intercollegiate football program, he shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions:

a. General Provisions Concerning Outside Income. The following general terms and conditions shall apply to each case in which the Employee seeks to or makes arrangements for activities to earn outside income as a result of his being Head Coach of the University's football program.

1. University Obligations are Primary. Such outside activities shall not interfere with the full and complete performance by the Employee of his duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its students.
2. Laws and University, NCAA and Conference Rules Control. In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate (1) the laws of the State of Nevada, (2) the Nevada System of Higher Education Code or policies of the University or its Board of Regents, or (3) NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof the NCAA or the athletic conference of which the University is a member, as now or hereafter enacted. Changes of such laws, legislation, constitution, bylaws, policies, rules and regulations or interpretations thereof shall automatically apply to this Employment Agreement without the necessity of a written modification.