1. Agenda Item Title: Three-year contract for Head Volleyball Coach Cynthia Fredrick

2. BACKGROUND & POLICY CONTEXT OF ISSUE:
   This is a new three-year employment agreement (December 22, 2010 through June 30, 2013) for Cynthia Fredrick to serve as the Head Coach for UNLV’s volleyball program.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:
   The base salary, exclusive of future cost of living “COLA” adjustments, as granted by the Board of Regents will be $90,000 per year beginning on December 22, 2010 through June 30, 2013.
   In addition, the head coach is eligible for COLA and merit increases on the same basis as other professional employees of NSHE.

4. IMPETUS (WHY NOW?):
   The contract of the previous head coach was not renewed. A national search was conducted and the best applicant was hired. In order to improve the level of competition in the volleyball program, recruiting for the top volleyball recruits, both locally and nationally, must begin as soon as possible.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:
   - Cynthia has 24 years experience as a head volleyball coach at NCAA Division 1 Level.
   - Has led her squads to 10 NCAA Tournament appearances.
   - Has made appearances in the Suite 16 and Elite 8.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION
   Department of Intercollegiate Athletics should assume no additional long term obligations due to budget uncertainties.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:
   Offer one year contract as opposed to a three-year contract and risk losing coach to another University.

8. COMPLIANCE WITH BOARD POLICY:
   X Consistent With Current Board Policy:  Title #  2 Chapter #  5 Section #  5.4.2(a)
   
   Amends Current Board Policy:  Title #  Chapter #  Section #
   Amends Current Procedures & Guidelines Manual:  Chapter #  Section #
   Other: 
   
   Fiscal Impact:  Yes  x  No 
   Explain: Coaches $90,000 base salary is higher than amount originally budgeted however, the department will realize some salary savings from positions during vacancies, and once 2nd assistant coaches position is filled, it will be at a salary lower than budgeted.
UNLV EMPLOYMENT AGREEMENT
HEAD WOMEN'S VOLLEYBALL COACH

CYNTHIA J. FREDRICK

December 22, 2010 through June 30, 2013

ARTICLE I    PURPOSE AND TERM OF EMPLOYMENT

This Employment Agreement, effective retroactive to the 22nd day of December, 2010, 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 Cynthia J. Fredrick ("Employee") is a binding contract upon approval by NSHE’s Board of Regents at a noticed public meeting, and shall be effective through June 30, 2013. 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 Women’s Volleyball program (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 $90,000 per annum (the “Base Salary”). 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 professional employees who are employed by UNLV, such may be prorated for any partial year or month, and shall be paid in accordance with the salary administration 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 shall be 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.

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2.02.c  Mandatory Unpaid Leave

This Employment Agreement is subject to mandatory unpaid leave as set forth currently by Title 2, Chapter 5, Section 5.5.7 of the NSHE Code, as such may be amended from time to time, which was added to the NSHE Code by action of the NSHE Board of Regents on June 19, 2009.

2.02.d  Automobile

As additional compensation to the Employee, Employer shall make arrangements for and provide to the Employee on a loan basis one (1) automobile for the use by Employee for so long as Employee serves as Head Coach and for no longer. The provisions for such automobile and withholding of taxes on this benefit shall be made under the Employer’s “C.A.R.S. Program” and the provisions thereof, as they may be amended from time to time.

2.03  Companion Travel

Employee may request to be accompanied by an individual (a “Companion”) for University purposes on Team-related overnight trips. The Director of Athletics or designee may approve or reject such requests in his or her sole and absolute discretion. If approved in advance and in writing by the Director of Athletics or designee, the Companion shall be deemed to represent UNLV and 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.

2.04  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 her, with prior approval of the Director of Athletics or designee, for the purpose of and in connection with the performance of her duties under this Employment Agreement, including but not limited to, expenses incurred while recruiting within the limits set forth yearly in
Employee's Team budget. All expenses must be in compliance with and documented in accordance with University and Board of Regent policies and will be taxable in accordance with internal revenue regulations.

2.05 Season Tickets

Employer will provide to Employee, upon request, a number of UNLV athletic tickets, as specified in the Department of Intercollegiate Athletics ticket policy, as it may be amended from time to time. 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 pursuant to internal revenue regulations.

2.06 Opportunities to Earn Outside Income

While employed as Head Coach, Employee may have opportunities to earn additional outside income as the result of being 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.

2.06.a UNLV Obligations are Primary

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

2.06.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 personal notification of such to Employee and with no obligation on Employer to notify Employee thereof.

2.06.c UNLV Approval Is Required

To the extent required by NCAA regulations and as hereby 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 shall not be unreasonably withheld.

2.06.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.

2.06.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 of the Team during such time as Employee is assigned to such position and for no longer. Employee shall not otherwise associate UNLV's name or athletics program in any other manner with an endorsement.

2.06.f Income From Written Materials and No Disparagement

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 on any occasion.

2.06.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 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.

2.06.h Camps and Clinics

So long as she 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 and Guidelines 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 she 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 her best efforts to the performance of her assigned duties for UNLV, to give proper time and attention to fulfilling her 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 her immediate 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, she 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 those of 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 her 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 Team with the services of an academic counselor, employed by UNLV, who shall be available to all student-athletes on the Team 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 a part of 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 Team 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 Team, subject to the final recommendation 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 shall report 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 all individually responsible to Employer 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 her experience in recruiting, training and coaching of student-athletes.

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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.

3.02.e  Media Cooperation

Employee shall be available to and cooperate with the media and fulfill all obligations relating to media availability, in print or electronic or other forms, as assigned by the Director of Athletics or designee.

3.02.f  Support Academic Mission

Employee shall work towards integration of participation in intercollegiate athletics by each student-athlete into the whole spectrum of academic life and toward complementing 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 each student-athlete's 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 to and supportive 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.

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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 Team 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 Woman’s Volleyball. 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 support a healthy environment for competition.

3.02.j  Fiscal Management

Employee is responsible for all aspects of fiscal management related to the Team. The Employee, in conjunction with the Director of Athletics, shall assist in securing outside funding to meet financial needs of the Team or to enhance the overall budget of the athletic department.

3.02.k  Scheduling Of Contests

While it is the intent of the parties to this Employment Agreement that Employee shall be involved to the greatest extent possible in arranging each season's Team 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 Team’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 of the Team.

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, and the Department of Intercollegiate Athletics policies 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 her of any alleged violation and after she has had a reasonable opportunity to respond to such notice, to have been involved in a violation of NCAA, MWC or UNLV rules and regulations. In addition, Employee may be suspended, with pay and without hearing regarding such temporary suspension, while Employer investigates and processes alleged violation by Employee of these rules and regulations, also notwithstanding any provision of the NSHE Code to the contrary.

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 by 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 academic progress and team grade point average; conference ranking; NCAA compliance; fiscal management/fund raising 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 Team's playing season, the Director of Athletics and Employee will meet to discuss an extension of this Employment Agreement. Terms of any contract extension will be on mutually acceptable terms and conditions and will not be final until approved as required by NSHE Board of Regents 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 Monthly Payments, any unpaid portion of the Base Salary 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. In addition to its reasonable and customary meaning, the term "cause" hereunder 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 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 of or in violation of the ethics standards of Employer.

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liquidated damages and in Monthly Payments, any unpaid portion of the Base Salary 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. In addition to its reasonable and customary meaning, the term "cause" hereunder 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 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 of or in violation of the ethics standards of Employer.

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5. 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 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. Conduct 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.

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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 her survivors or estate shall be entitled to Employer's usual and customary disability and death benefits on the same basis as other UNLV employees, to the extent that such benefits do not duplicate those provided for herein.

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 no event shall Employer be liable to Employee for the loss of any

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collateral business opportunities or any other benefits, perquisites or income resulting from this employment, from any source whatsoever, that may result from such 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, damages caused by loss of which are extremely difficult to determine with certainty, or fairly or adequately. Accordingly, Employee agrees that in the event Employee terminates this Employment Agreement without cause, Employee shall pay to Employer as liquidated damages a sum equal to six (6) Monthly Payments hereunder. 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 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 Team at a competitive disadvantage. Accordingly, Employee agrees that throughout the term of this Employment Agreement Employee shall not seek, discuss, negotiate for or accept other employment as a coach with any College or University in the United States without Employer's consent. ///
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 unilaterally obtains other employment during the term of this Employment Agreement, Employee shall be deemed to have resigned employment and agreed to the terms in Section 4.05.b herein. 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 other 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.

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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.

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5.02 Assignment of Agreement

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

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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.

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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.

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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 her own choice regarding the provisions of this Employment Agreement prior to execution hereof.

5.09 Indemnification of Employer

Except as provided by law, Employee 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 the performance of this Employment Agreement and any and all suits, claims, demands, damages, liability costs, and expenses, including attorney fees, Employee has, may have had or may have in the future regarding any employment Employee has had with Employer prior to the effective date of this Employment Agreement, except such suits, claims or demands in which Employee seeks to compel Employer to comply with its obligations hereunder.

5.10 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 of Head Coach, Employee shall deliver any such materials in Employee’s possession or control to UNLV.

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5.11 Employee Shall Not Incur UNLV Indebtedness

It is mutually agreed and understood that Employee shall not unilaterally incur any indebtedness for or on behalf of UNLV.

5.12 "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.

5.13 Sovereign Immunity Not Waived

It is expressly agreed and understood between the parties that Employer 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 it may be provided by law.

5.14 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 athletics program, without first having obtained written consent of Employer.

5.15 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:  Mrs. Cynthia J. Fredrick
                 404 High Street
                 Decorah, IA 52101

If to UNLV:    Director of Athletics
               Department of Intercollegiate Athletics
               University of Nevada Las Vegas
               4505 Maryland Parkway
               Las Vegas, NV 89154-0001

5.16 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.

5.17 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, intending to be legally bound by its provisions, Employee again acknowledging that Employee has had the opportunity to review this Employment Agreement with Employee’s attorney.

EMPLOYEE

Cynthia J. Fredrick  1/12/11

Date

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

Recommended:

Jim Livengood  1/3/11
Director of Athletics

Gerry Bomotti  1/13/11
Senior Vice President for Finance and Business

BY:

Neal J. Smatresk, President  1/20/11

Date

Approved as to Legal Form:

Richard C. Linstrom, Vice President and General Counsel