

HEAD BASKETBALL/FOOTBALL COACH CONTRACT CHECKLIST

University of Nevada, Las Vegas _____

Name: Marvin Menzies

Head Men's Basketball Coach

Check all that apply to this contract and fill in the blanks.

There are no changes from the approved coach contract template.

The language in the approved coach contract template has been changed in the following Paragraphs: 3.3; 5.5; 5.6.a; 5.6.c; and 6.2.a.2 (See Attachment A)

Description of search diversity efforts attached. (See Attachment B)

Article 3—TERM OF EMPLOYMENT

Par. 3.1 Term of Employment: April 22, 2016 through June 30, 2021.

(For terms longer than 4 years, attach justification and source of funding analysis for all potential payments).

Article 4—POSITION

Par. 4.2.b Head Coach Subject to/Not Subject to Reassignment:

Coach will be subject to reassignment.

Coach will not be subject to reassignment.

Par. 4.2.c.8 Academic Performance.

930 Minimum Academic Performance Rate (APR)

Article 5—COMPENSATION

Par. 5.1 Base Salary per Fiscal Year:

\$ 350,000.00 (2016-17; 2017-18; 2018-19)

\$ 400,000.00 (2019-20; 2020-21)

Par. 5.5 Season Tickets and Membership:

12 Season Tickets

4 All Other Varsity Sports Home Game Tickets

2 Tickets to NCAA Final Four Basketball Championship

Par. 5.6.a Media and Public Appearances:

Minimum appearances (on and off season):

10 Radio

10 Television/Internet

5 Public/Donor Events

\$ 350,000.00 Fiscal Year 2016-17; 2017-18; 2018-19

\$ 400,000.00 Fiscal Year 2019-20; 2020-21

 Paid monthly Date of Payment

Par. 5.6.c Additional Compensation—Revenue Enhancement Payment:

2016-2017 season:

\$ 3,600,000.00 Threshold Program Ticket Revenue Per Season (50% of ticket revenue exceeding \$3,600,000)

\$ 200,000 Maximum Revenue Enhancement Payment

April 15th Date of Revenue Enhancement Payment

2017-2018 season:

Four-year average of the immediately preceding four years Threshold Program Ticket Revenue Per Season (50% of ticket revenue exceeding this average)

\$ 200,000 Maximum Revenue Enhancement Payment

April 15th Date of Revenue Enhancement Payment

2018-2019 season:

Four-year average of the immediately preceding four years Threshold Program Ticket Revenue Per Season (50% of ticket revenue exceeding this average)

\$ 200,000 Maximum Revenue Enhancement Payment

April 15th Date of Revenue Enhancement Payment

The Coach Contract Checklist is not part of the Employment Agreement. In the event of any discrepancy between this Coach Contract Checklist and the Employment Agreement, the Employment Agreement controls. Checklist only highlights monetary clauses in contact; all other clauses are standard unless otherwise indicated.

2019-2020 and 2020-2021 seasons:

Four-year average of the immediately preceding four years Threshold Program Ticket Revenue Per Season
(50% of ticket revenue exceeding this average)
\$ 250,000 Maximum Revenue Enhancement Payment
April 15th Date of Revenue Enhancement Payment

Par. 5.7 Supplemental Compensation—Athletic Performance Payment:

Conference Performance:

\$ 30,000 Winning or Tying the Conference Regular Season Championship
\$ 30,000 Tournament Championship
\$ 5,000 Coach of the Year Award or Co-Coach of the Year Award

NCAA Tournament:

\$ 15,000 Advancing in Each Round
\$ 50,000 Playing in the Final Four
\$ 60,000 Winning the NCAA Championship

NIT Post Season Tournament:

\$ 5,000 Advancing in Each Round
\$ 10,000 Playing in the Final Four
\$ 25,000 Winning the NIT Championship
\$ 250,000 Total Maximum Athletic Performance Payment
May 1 Early Termination Cutoff Date

Source of funds for all compensation: Operating budget and private funding

Article 6—TERMINATION

Par. 6.1.a.1 Termination for Convenience by Institution

June 30, 2021 Remaining Base Salary Paid to Employee if Terminated by this Date

Par. 6.2.a.2 Liquidated Damages Paid by Employee if Terminates for Convenience:

Remaining base plus \$500,000 Paid to Employer if Employee Terminates on or before 1st Anniversary of Effective Date.

Remaining base plus \$250,000 Paid to Employer if Employee Terminates on or before 2nd Anniversary of Effective Date.

Remaining base Paid to Employer if Employee terminates after 2nd Anniversary of Effective Date.

HEAD BASKETBALL COACH CONTRACT CHECKLIST

ATTACHMENT A

Justification for Template Changes

ARTICLE 3 – Term of Employment, Notice of Non-Renewal, Mandatory Background Check, and Employee’s Certification of Truth and Accuracy of Materials and Representations

- **Par. 3.3 – Mandatory Background Checks**
 - Revised to add a reference to the “termination for cause” process set forth in Article 6 of the Agreement. This reference clarifies the applicable process to which Employee is already entitled under the Agreement.

ARTICLE 5 - Compensation

- **Par. 5.5 – Season Tickets and Memberships**
 - Added a provision in which the University will provide Employee two (2) tickets to each year’s NCAA Men’s Division I Final Four Basketball Championship during the Term. Such provisions are standard in head basketball coach contracts.
- **Par. 5.6.a – Media and Public Appearances**
 - Revised to indicate Media and Public Appearance Fee shall be paid in equal monthly installments, rather than at the end of the fiscal year in which it is earned. The Media and Public Appearance Fee is a core element of the overall compensation package and therefore, should be paid monthly. Further, if Employee does not meet his appearance obligations, the University has the authority to impose disciplinary and corrective action, including financial penalties of up to \$10,000 per occurrence, pursuant to Section 4.3.b of the Agreement.
- **Par. 5.6.c. – Additional Compensation – Revenue Enhancement Payment**
 - Revised the Revenue Enhancement Payment so that, after the first year, the threshold is based on average ticket sales over the immediately preceding four seasons, rather than on a set amount. In Year One of the Agreement, the threshold for Employee to share in revenue from ticket sales (season and individual game) is set at \$3.6 million. After Year 1, the threshold to share in revenue from ticket sales will be adjusted annually based upon the average of the immediately preceding four seasons. If ticket sales reach the applicable threshold, Employee shall receive 50% of every dollar exceeding that amount, to a maximum of \$200,000 in Years 1, 2 and 3 of the Agreement; and to a maximum amount of \$250,000 in Years 4 and 5 of the Agreement.

- Based upon feedback provided by members of the Board of Regents, the variable threshold built upon a four-year average is a more realistic and reasonable threshold.
- Revised the Agreement to indicate the Revenue Enhancement Payment is earned at the completion of the regular season, and shall be paid to Employee no later than 30 days following completion of the season for which it is earned.

ARTICLE 6 – TERMINATION (Termination for Convenience of Employee)

- **Par. 6.2.a.2 Liquidated Damages**

- Revised the liquidated damages amounts, but still provide for significant financial payments in the event of early termination by Employee during each year of the Agreement. The amounts, which are based on Base Salary, ensure protection for the University, given that Employee's Base Salary increases throughout the Term. In the event Employee terminates the Agreement before the end of Year 1, he would owe the University no less than \$2,000,000.00; before the end of Year 2, he would no less than \$1,400,000.00; before the end of Year 3, he would owe no less than \$800,00.00; before the end of Year 4, he would owe no less than \$400,000.00; and before the end of Year 5, he would owe a prorated amount of the remaining \$400,000 base salary. In addition, this liquidated damages formula mirrors the liquidated damages provisions recently approved by the Board of Regents for the head men's basketball coach at the University of Nevada, Reno.

HEAD BASKETBALL COACH CONTRACT CHECKLIST

ATTACHMENT B

Search Diversity Efforts

- Of the candidates considered for the position of UNLV Men's Basketball Head Coach, eight (8) candidates had diverse backgrounds:
 - two (2) had in-person interviews with the selection committee,
 - two (2) others had in-person interviews with the Athletics Director, and
 - the remaining four (4) had phone interviews with the Athletics Director.

- The selection committee consisted of the members below.
 - Robert Smith – African-American male and former UNLV basketball player
 - Tina Kunzer-Murphy – Caucasian female and UNLV Athletics Director
 - Dr. Len Jessup – Caucasian male and UNLV President

- The open position and job specifications were posted publicly for three weeks through the following sources:
 - HigherEdJobs.com,
 - Nevada Job Connect,
 - UNLV Website, and
 - NCAA Market.

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ATTACHMENT C

Justification for Five (5) Year Term

1. Justification for five (5) year term:

- a. To rebuild a program, student-athletes and community supporters need to know the head coach will remain at the institution for an extended term.
- b. Recruiting now encompasses asking student-athletes to compete and stay at our institution for five (5) years.
- c. Contracts for successful men's basketball head coaches typically exceed four years and reflect a long-term commitment on the part of the university.

2. Source of Funding:

- a. The operating budget for UNLV men's basketball includes funding for the head coaches' salary that is greater than the Base and Media elements in the agreement. All other possible compensation is 'at-risk' for the employee and linked to success in ticket sales and team performance.
- b. There is anticipated budget savings in travel expenses due to a donor-provided aircraft for team travel in 2016-17.
- c. The Runnin' Rebel Club (RRC) has pledged to continue providing funding for various needs for the men's basketball program, including support for coaches' salaries. Historically, the RRC provides more than \$200,000 annually in support for UNLV men's basketball.
- d. UNLV Athletics will continue to secure additional private funding commitments from individuals.