

SPECIAL MEETING

VIDEO/TELE-CONFERENCE
BOARD OF REGENTS
UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
Sites: System Administration-Las Vegas
5550 West Flamingo Road Suite C-1 Conference Room
System Administration-Reno
2601 Enterprise Road Conference Room
Great Basin College-Elko
High Tech Center #121
December 10, 2004

Members Present: Dr. Stavros Anthony, Chair (*Las Vegas site*)

Mr. Mark Alden (*Las Vegas site*)
Ms. Marcia Bandera (*via telephone*)
Dr. Jill Derby (*via telephone*)
Mrs. Thalia Dondero (*Las Vegas site*)
Mr. Douglas Roman Hill (*Reno site*)
Mr. Howard Rosenberg (*Las Vegas site*)
Dr. Jack Lund Schofield (*Las Vegas site*)
Mr. Steve Sisolak (*Las Vegas site*)

Members Absent: Mrs. Linda Howard
Dr. Tom Kirkpatrick
Mr. Douglas Seastrand
Mr. Bret Whipple

Others Present: Mr. Jim Rogers, Chancellor
Dr. Trudy Larson, Assistant Chancellor
Mr. Dan Klaich, Chief Counsel
Mrs. Brooke Nielsen, Assistant Chief Counsel
Ms. Suzanne Ernst, Chief Administrative Officer
Mrs. Carla Henson, Director Human Resources
Dr. Carol Harter, President UNLV
Dr. John Lilley, President UNR
Mr. Mike Hamrick, UNLV
Mr. Gerald Koloskie, UNLV
Mr. Richard Lindstrom, UNLV

Chair Stavros Anthony called the special meeting to order at 9:00 a.m., on Friday, December 10, 2004 with all members present except Regents Howard, Kirkpatrick, Schofield, Seastrand, Sisolak, and Whipple.

1. Approved-Men's Head Football Coach Employment Contract, UNLV – The Board approved President Carol C. Harter's request to offer Mr. Mike Sanford a new multi-year employment contract as Men's Head Football Coach at UNLV. Terms and conditions of the contract were presented at the meeting (Ref. A on file in the Board office).

President Harter presented the employment agreement for Mr. Mike Sanford, who was present with his wife Melinda. President Harter related it had been a successful search process with many qualified candidates, though Mr. Sanford rose above the others. President Harter gave a brief review of Mr. Sanford's background.

Dr. Schofield entered the meeting.

President Harter reviewed the terms of the employment agreement. The length of the contract is five years beginning on December 6, 2004 and ending on December 5, 2009. There will be no renegotiation of the contract terms during the first two years. The total annual compensation is \$425,000, which includes the state supported base salary of \$150,000 and non-state funded compensation for television, radio and public appearances. Mr. Sanford is also entitled to other benefits which include two automobiles, a golf country club membership, post season competition incentives, season tickets, an expense account and spousal travel, as approved by the Athletic Director.

Regent Sisolak entered the meeting

The contract also includes, based on new NCAA academic standards, academic responsibility and support of the university's mission. President Harter stated she was confident in Mr. Sanford's ability to lead the program to great success.

Mr. Sanford said he was excited to be in Las Vegas and honored to be the head football coach for UNLV. He vowed to strictly adhere to the NCAA rules, adding that he would run a clean program in the right way. One of his goals in his mission statement is to graduate every football player, promising to follow every athlete closely. He said he would hire the best coaching staff in the United States; men with integrity, character and hard workers. He said they would all be very involved in the lives of the student athletes to help them succeed academically, as well as on and off the field. Mr. Sanford said he and his wife would be actively involved in the community promoting the program as well as the university. He said he would aggressively recruit from the Las Vegas area in an effort to keep Las Vegas student athletes in the area. He will also concentrate on recruiting from southern California. He said that it was his intent and desire to put a football team on the field in a program of which the Board and the people of Las Vegas and Nevada would be proud.

Regent Anthony referred Board members to the signed contract dated December 8, 2004 and opened the floor to questions.

Regent Alden moved approval of the contract terms and conditions for the men's head football coach at UNLV. Regent Dondero seconded.

1. Approved-Men's Head Football Coach Employment Contract, UNLV – (Continued)

Regent Alden clarified for the record the following contract points:

- ✓ • Base salary is already in the state operating budget.
- ✓ • Television and radio appearances flow through self-supporting budgets (*monies that flow for a 5-year period*).
- ✓ • Public appearances flow through self-supporting budgets.
- ✓ • There is an ongoing agreement with Nike, which does not have football in it, which runs through January 31, 2005 with no money budgeted. If money flows through this contract it would be brought back for an addendum to the contract.
- ✓ • Two automobiles are provided and a source has been identified.
- ✓ • Golf & Country club membership provided with not state funds used.
- ✓ • A bowl appearance is an additional \$5,000, a Liberty Bowl appearance is an additional \$12,500 and a BCS appearance will be an additional \$50,000.
- ✓ • Season tickets are provided for events.
- ✓ • Expense account is included.
- ✓ • Academic responsibilities are defined and included

Regent Alden felt the contract met all the disclosure requirements. Mr. Klaich stated he reviewed the contract in full and believed it met all the parameters set by the Board. The contract protects the university as there are several avenues of discussion to terminate the contract if necessary. Regent Alden asked if there were any other contracts, with President Harter stating there were no other contracts. Mr. Klaich stated he was not aware of any other contracts involving Mr. Sanford.

Regent Sisolak stated there were two automobiles included and asked if there was insurance on these automobiles. Mr. Hamrick answered yes. Regent Sisolak stated the current basketball coach gets remuneration on the Nike contract and asked if Mr. Sanford would receive this also. Mr. Hamrick reported that the current contract with Nike ends January 31, 2005, and includes no other financial terms, other than Nike providing a \$200,000 allotment to purchase equipment for the coach and assistant coaches. Nike also provides free apparel and then the ability to buy some apparel, such as gloves, sweatpants, shoes, etc. at a discounted rate. Regent Sisolak stated the basketball coach receives a considerable amount from the contract and asked if Mr. Sanford would have the chance to be included in the remuneration. Mr. Hamrick stated there would be a negotiation on the contract to include the football coach. Regent Sisolak wanted to make sure that the two years of no renegotiation on the contract would not affect the ability to include him in the remuneration of the Nike contract. Mr. Klaich stated the Coach and the Athletic Director had both agreed they would not ask for changes to the employment agreement for a two-year period. If a nother contract was in question and the circumstances changed they could work with one another. Chancellor Rogers stated it was not the intent of the renegotiation clause. Regent Sisolak asked why they were only liquidating damages at the base salary rate of \$150,000. Mr. Koloskie stated it was part of the negotiations with

the agent, based on the termination without cause clause. Mr. Hamrick pointed out that both parties were comfortable with the liquidated damages. Regent Sisolak stated he just wanted it to be fair for all involved. He did not understand why the whole \$425,000 was

1. Approved-Men's Head Football Coach Employment Contract, UNLV – (Continued)

not being used as his base salary. Mr. Hamrick stated there are expectations for radio and television appearances, and he did know of situations where the coach was not winning so he would not complete the radio and television appearances. In this instance the money is separate so if he does not complete his obligation the money can be decreased. Regent Sisolak asked who would handle the annual performance evaluation. Mr. Hamrick stated he would perform the annual performance evaluation, which consisted of an 11 page form used on all coaches. Regent Sisolak asked to see a blank form. Mr. Hamrick stated it was very extensive and thorough. It names players, retention rates and graduation rates. Regent Sisolak stated he was concerned that they were looking at many factors contributing to success over and above the win-loss record. Mr. Hamrick stated some factors included: team performance, recruiting, academics, professional involvement, administrative responsibility, coaching skills, specific goals and objectives and how the coach works with different support staff services.

Dr. Schofield stated he had lived in his district for 67 years, and he is passionately interested in athletics and academics and wants the system to develop a good reputation. He believed that President Harter and Mr. Hamrick were owed a great deal for bringing a coach of such caliber. For years the fans and enthusiasts have been crying for someone of his stature. He expressed his gratitude to President Harter and Mr. Hamrick.

Regent Hill asked if Mr. Sanford had any relatives to hire, with Mr. Sanford responding no. He stated he wanted to hear about it up front. Mr. Hamrick stated they were in the process of putting together Mr. Sanford's coaching staff and if a situation arose where someone was related they would go through the proper process and change the reporting lines. Mr. Hamrick stated he had talked with Mr. Sanford about his son joining the staff as a graduate assistant. He indicated that if this happens he would report directly to himself or Mr. Koloskie. Regent Hill stated that the clause stating UNLV was not liable was something that he would like to see in all future contracts. Mr. Klaich stated he would include the clause in future contracts. Regent Hill asked if once the contract was able to be amended would it come back to the Board. Mr. Klaich stated that contracts of this length and magnitude are required to come back to the Board for approval. Regent Hill looked forward to the high graduations rates as well as the good sportsmanship on the field.

Regent Sisolak clarified that the last thing he wanted the Board to be involved in was the hiring of the assistant coaches. Mr. Klaich stated the Athletic Director had pointed out that he has retained ultimate authority of tenure of assistant coaches, thus it is being built into the contract to stay within policy. Chancellor Rogers' recollection was that the determination would be made by the Chancellor and then the whole system was protected.

Regent Derby applauded President Harter and Mr. Mike Hamrick, for the process employed in finding the new football coach.

1. Approved-Men's Head Football Coach Employment Contract, UNLV – (Continued)

Upon a role call vote, the motion carried. Regents Alden, Anthony, Bandera, Derby, Dondero, Hill, Rosenberg, Schofield and Sisolak voted yes. (Regents Howard, Kirkpatrick, Seastrand, and Whipple were absent.)

2. Public Comment – Regent Alden thanked Chief Counsel Dan Klaich, adding that he felt the contract had been done in the open with full disclosure of the sources of funds. Regent Hill wished everyone a Merry Christmas.

3. New Business – None.

The special meeting adjourned at 9:37 a.m.

Suzanne Ernst
Chief Administrative Officer to the Board