## Amendment No. 2 to Terms of Employment

This Agreement is Amendment No. 2 to the Terms of Employment for faculty Marta Meana by and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Las Vegas (UNLV) and Marta Meana (Employee).

## Recitals

- A. Marta Meana currently serves as Acting President of UNLV.
- B. The Board of Regents desires to continue Marta Meana serving as Acting President of UNLV for the period beginning on July 1, 2018, and ending on the date the employment of a permanent President of UNLV commences pursuant to an appointment by the Board of Regents (the Transition Period).
- C. Marta Meana desires to continue serving as Acting President of UNLV during the Transition Period and agrees to perform the duties of the President of UNLV during such time upon the terms and conditions set forth herein.

Accordingly, the Board of Regents and Marta Meana agree to amend Amendment No. 1 to the Terms of Employment entered into on or about June 4, 2018, for Marta Meana as provided herein.

## Amendment

- 1. Marta Meana shall continue serving as Acting President of UNLV for the Transition Period. During the Transition Period, Marta Meana agrees to undertake and perform properly, efficiently, to the best of her ability, and consistent with the standard of the Board of Regents, all duties and responsibilities attendant to the position of President of UNLV, including the specific duties and responsibilities set forth in the Board of Regents Bylaws in Title 1, Article VII, Section 4 of the *Board of Regents' Handbook*.
- 2. During the Transition Period, and in consideration for serving as Acting President of UNLV, Marta Meana shall be paid a base salary of \$450,000 per fiscal year (the Acting President Salary) payable in equal monthly installments, prorated to the portion of any month she serves as Acting President of UNLV. The Acting President Salary is inclusive of any compensation owed to Marta Meana under her current Terms of Employment for Faculty and is subject to normal deductions and withholdings for applicable state, local and federal taxes and withholdings for retirement and other benefits.

In addition to the Acting President Salary, Marta Meana shall receive an annual car allowance of \$8,000 per year that shall be prorated in equal monthly installments and an annual housing allowance of \$18,000 per year that shall also be prorated in equal month installments. Marta Meana shall be reimbursed for all travel and out-of-pocket expenses reasonably incurred in connection with the performance of her duties as Acting President of UNLV. Reimbursement shall be made in accordance with standard reimbursement rates and procedures of NSHE and the UNLV upon presentation to the Chancellor of standard reimbursement forms, vouchers or other statements itemizing such expenses in reasonable detail.

- 3. During the Transition Period, Marta Meana shall report to the Chancellor. Marta Meana serves as Acting President of UNLV at the pleasure of the Board of Regents, and her appointment as Acting President of UNLV may be revoked at any time by the Board of Regents in its sole and absolute discretion, with or without cause.
- 4. Marta Meana is a tenured professor in the Department of Psychology at UNLV. Notwithstanding any NSHE or UNLV policy, Marta Meana shall (i) retain such tenure during the Transition Period and, (ii) return to service as Dean of the UNLV Honors College upon the expiration or termination of her service as Acting President of UNLV. In addition, upon the termination or expiration of Marta Meana's service as President of UNLV, her salary as Dean of the UNLV Honors College shall be determined by UNLV in accordance with any applicable UNLV policies and guidelines; but shall not be less the amount she was earning as of June 30, 2018, plus any salary increase due because of authorized cost of living increases.

## **Effective Date**

This Amendment No. 2 shall become effective and supersede Amendment No. 1 upon the date of approval and ratification by the Board of Regents and the signatories of both parties below.

| BOARD OF REGENTS OF THE NEVADA SYSTEM<br>OF HIGHER EDUCATION | EMPLOYEE |
|--|----------|
| Ву:  | Ву:      |
| Date:  | Date:    |