



THE UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131

Nunez, Eduardo J.

UNM ID: [REDACTED] Position Number: S10842 Job Suffix: 00

Athletics - 925A

After consultation with appropriate University authorities, it has been determined that your appointment status will be

Dir, Intercollegiate Athletics - Y8001

for the period of service from 9/25/2017 to 9/24/2022.


ANNUAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$300,000.00	59.48	100	9/25/2017	9/24/2022	\$25,000.00	59.48

This appointment is governed by applicable policies as stated in the University's Regents Policy Manual and the University Administrative Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM Policy 3240, the University reserves the right to renew or not renew this contract.

Please sign, and forward the original of this contract to the Division of Human Resources, 1700 Lomas Boulevard NE, Suite 1400, and keep a copy for your records.

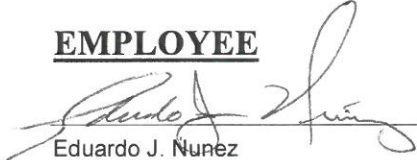
I accept the appointment described above.

THE UNIVERSITY OF NEW MEXICO


Chaouki Abdallah
Interim President, President's Office

Date: 11/16/17

EMPLOYEE


Eduardo J. Nunez
Dir, Intercollegiate Athletics, Athletics

Date: 11-14-17



**ADDENDUM TO EMPLOYMENT CONTRACT
OF
EDUARDO JUAN NUÑEZ**

The following additional terms and conditions shall be an addendum to the standard printed employment contract between The Regents of the University of New Mexico ("University") and Eduardo Juan Nuñez ("Mr. Nuñez"), who shall collectively be referred to as "the Parties." Together, this Addendum and Mr. Nuñez's standard printed contract shall be referred to as the "Agreement."

1. **POSITION:** Mr. Nuñez shall be responsible for all duties assigned by and under the direct supervision of the President of the University ("President"). Mr. Nuñez shall devote full-time to the duties and responsibilities of Director of Intercollegiate Athletics, including the leadership and direction of all aspects of the University's intercollegiate athletics program; ensuring compliance with all policies and regulations of the University, the National Collegiate Athletic Association ("NCAA") and the Mountain West Conference ("MWC") or to the conference in which the University may participate. During the period of this Agreement, Mr. Nuñez agrees that he shall at all times faithfully, industriously, and with the best use of his experience, ability, and talent, perform all the duties required pursuant to the terms of this Agreement and the policies of the University. Mr. Nuñez further agrees that he shall not engage in any other athletics-related employment, except as specifically approved by the President, or as provided below.
2. **TERM OF AGREEMENT:** Mr. Nuñez will be a Contract Employee as defined by University policy. The term of this Agreement is for five (5) years, commencing September 25, 2017 and ending September 24, 2022. Each year of Mr. Nuñez's employment, from September 25th to September 24th of the next consecutive year, shall be known and understood as a "Contract Employment Year." This Agreement may be extended for two (2) additional years at the discretion of the President of the University and following a thirty-six month review, to be completed on or near September 1, 2020. Any extension of the term of this Agreement must be in writing and signed by the Parties. This Agreement shall automatically terminate upon Mr. Nuñez's death or permanent disability ("permanent disability" shall mean six (6) consecutive months of incapacity preventing Mr. Nuñez from performing the essential functions of his job). No notice to Mr. Nuñez shall be required for this Agreement, and with it Mr. Nuñez's employment by the University, to end on September 24, 2022.
3. **COMPENSATION:** The compensation obligation of the University under this Agreement shall be in three components: (a) Base Salary and Benefits; (b) Other Compensation; and (c) Incentive Salary.
 - (a) **BASE SALARY AND BENEFITS:** Mr. Nuñez shall receive a base salary of Three Hundred Thousand Dollars and no cents (\$300,000.00) per Contract Employment Year. Effective July 1, 2018, and each year thereafter within the Agreement term, Mr. Nuñez's base salary may be adjusted in accordance with the Regents' annual salary policy for staff. Mr. Nuñez understands and agrees that this Agreement does not guarantee or entitle him to any annual increases in base salary. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policy, provided, however, that Mr. Nuñez may accrue up to 168 hours of paid annual leave, but will not be entitled to payment for any unused annual leave upon separation from employment.

(b) OTHER COMPENSATION: Mr. Nuñez will be granted the following additional consideration during the term of this Agreement:

- a. Car Donor Program: In accordance with the car donor program and in cooperation with local Albuquerque car and truck dealers, the University will provide one (1) courtesy car for Mr. Nuñez's personal and business use. Mr. Nuñez shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and will name the University as a third-party beneficiary of such insurance policy. The University will reimburse Mr. Nuñez for the cost of the automobile liability insurance and fuel costs for the vehicle provided pursuant to this paragraph upon submission of proof of payment by Mr. Nuñez and any other supplemental documentation that the University may fairly require to permit such reimbursement. In addition, Mr. Nuñez shall comply with all other federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Mr. Nuñez understands and agrees that any courtesy car provided pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation.
- b. Country Club Membership: Mr. Nuñez will be provided one (1) family membership at Tanoan Country Club. The Athletics Department agrees to cover the cost of membership fees, and Mr. Nuñez agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this paragraph includes golf and other privileges provided by the club selected, typically but not always including tennis and pool privileges. Mr. Nuñez understands and agrees that the value of this membership may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation.
- c. Incentive Payments: An incentive payment is a direct cash payment over and above Mr. Nuñez's base salary, in an amount to be determined by the President of the University in his exclusive discretion and subject to availability of funds. In no event shall the incentive payment exceed Thirty-Five Thousand Dollars and no cents (\$35,000.00) in any Contract Employment Year. Mr. Nuñez is eligible for an incentive payment upon achieving specified performance criteria established annually by the President associated with departmental fiscal goals, academic and athletic performance goals for the Athletics Department. Mr. Nuñez will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year. Mr. Nuñez understands and agrees that incentive payments, if any, may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation.
- d. Travel Party: Mr. Nuñez's spouse will be added to the official University travel party to University away games and other events within the continental United States as determined to be appropriate by the President of the University, in his exclusive discretion, subject to the availability of funds. Mr. Nuñez understands and agrees that the value of this benefit may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation.

- e. Media Appearances: The University may enter into agreements with radio stations, television stations, and/or other media platforms under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. The University will pay to Mr. Nuñez the additional sum of Twenty-Five Thousand Dollars and no cents (\$25,000.00) per contract year, in addition to the foregoing, to make appearance as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those those-party contracts or other arrangements. The University will pay the sum described in this paragraph in twelve (12) approximately equal installments during the Contract Employment year as part of Mr. Nuñez's monthly compensation. Mr. Nuñez shall assist the University in obtaining contracts and arrangements as described in this paragraph, and agrees that he will not unreasonably withhold any appearance which is necessary to meet the University's contractual and other obligations under this paragraph. Mr. Nuñez will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph. Mr. Nuñez understands and agrees that the payments to him pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation
 - f. Mobile Phone: The University agrees to provide a mobile phone and mobile phone plan, including data, with the carrier and phone device to be selected by the University.
 - g. Tickets: Mr. Nuñez shall receive up to twelve (12) season tickets to every UNM home athletic contest and use of the Athletic Director's suite for home games, as appropriate. Mr. Nuñez shall receive upon request, up to twelve (12) tickets for each of the Mountain West Conference (MWC) Tournament and NCAA tournament games in which UNM participates. This section will be reviewed by the President and Mr. Nuñez prior to July 1, 2018 to determine if modifications are necessary. Mr. Nuñez understands and agrees that the payments to him pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation
 - h. All compensatory benefits are subject to compliance with University policies and procedures, the Mountain West Conference (MWC) rules and regulations, and the NCAA policies and procedures.
4. RELOCATION EXPENSES: Mr. Nuñez is eligible for reimbursement of valid incurred expenses and/or direct payment by the University for costs associated with relocation of himself and his spouse and dependent children to New Mexico in a total amount not to exceed nineteen thousand nine hundred ninety-eight dollars and 80/100 (\$19,998.80). This total amount will include direct payment by UNM in an amount not to exceed eleven thousand nine hundred ninety-eight dollars and 80/100 (\$11,998.80) to North America Moving Company for expenses associated with the relocation of the Nuñez family. In addition, Mr. Nuñez will receive eight thousand dollars (\$8,000.00) as a one-time lump sum payment to cover other expenses associated with his family's cross-country move to New Mexico. Mr. Nuñez understands and agrees that in the event that he terminates his employment in accordance with Paragraph 9 of this Agreement on or before September 24, 2018, or in the event that he is terminated for cause in accordance with Paragraph 8 of this Agreement on or before September

24, 2018, Mr. Nuñez will repay to the University the full amount of the relocation expenses paid to Mr. Nuñez and/or to any external person, business, or entity no more than sixty (60) days following the date of such termination. Mr. Nuñez understands that direct payment and/or the lump sum payment for relocation expenses described in this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation

5. RETENTION BONUS: Subject to the terms and conditions of this Agreement, University will pay to Mr. Nuñez an annual retention bonus of Forty Thousand Dollars and no cents (\$40,000.00) for each Contract Employment Year that Mr. Nuñez is employed under this Agreement. The Parties agree that the first installment of the Retention Bonus will not be paid until Mr. Nuñez has completed three (3) Contract Employment Years as the Director of Intercollegiate Athletics. At that time, and no later than sixty (60) days following the end of the third Contract Employment Year, Mr. Nuñez will be paid a sum totaling One Hundred Twenty Thousand Dollars and no cents (\$120,000.00) minus all required deductions. Should Mr. Nuñez fail to complete three (3) Contract Employment Years as the Director of Intercollegiate Athletics, he will forfeit the entire Retention Bonus and no amount of the Retention Bonus will be owed by the University.

For each completed Contract Employment Year that Mr. Nuñez is the Director of Intercollegiate Athletics pursuant to this Agreement following the completion of the third Contract Employment Year, Mr. Nuñez will be paid the sum of Forty Thousand Dollars and no cents (\$40,000.00) minus all required deductions no later than sixty days following the end of that Contract Employment Year. For any year in which Mr. Nuñez does not complete the Contract Employment Year as the Director of Intercollegiate Athletics, the Retention Bonus will be forfeited and no portion will be owed by the University. Mr. Nuñez understands and agrees that the Retention Bonus is taxable compensation to him, and that Mr. Nuñez is solely responsible for the tax consequences associated therewith.

6. AVAILABILITY OF FUNDS: This Agreement is subject and subordinate to a determination by the Board of Regents of the University of New Mexico as to the availability of funds for the support of the intercollegiate athletics program. In the event such funds are determined to be insufficient by the Board of Regents, this Agreement shall also be terminated at the end of the fiscal year in which such a finding is made. Upon such termination, all rights and obligations due from each party to the other under the provisions of this Agreement shall cease for lack of funds.
7. UNETHICAL CONDUCT: Mr. Nuñez will refrain from unethical conduct. Unethical conduct may include, but is not limited to, the following examples of misconduct:
 - a. Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the University.
 - b. Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete.
 - c. Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.
 - d. Knowingly furnishing the NCAA or the University false or misleading information concerning Mr. Nuñez 's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;

- e. Receipt of benefits by Mr. Nuñez for facilitation or arranging a meeting between a student-athlete and an agent, financial advisor, or a representative of an agent or advisor (e.g., “runner”);
- f. Refusal to furnish information relevant to an investigation of a possible violation of federal or state law or University policy when requested to do so by lawfully authorized federal or state agents or University officials; or
- g. Refusal to comply with regulatory or policy requirements, including but not limited to the reporting requirements imposed by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, Title IX of the Education Amendments of 1972 (the “Clery Act”), and any and all University policies relating thereto.

Mr. Nuñez agreement to refrain from unethical conduct is a material term of Mr. Nuñez’s employment and this Agreement. Mr. Nuñez expressly understands and acknowledges that unethical conduct is sufficient justification for Termination for Agreement for Cause as described in paragraph 8.

8. COMPLIANCE WITH LAWS, POLICIES, RULES AND REGULATIONS: Mr. Nuñez shall be responsible for being fully knowledgeable of, and being in full compliance with, the policies, rules, and regulations of the University, the MWC, or any other conference with which the University may elect to affiliate, the NCAA (all as currently in force and as amended from time to time), as well as applicable federal laws, including, but not limited to the Clery Act; Title IX of the Education Amendments of 1972; as applicable New Mexico laws; and University policies regarding crime reporting and sexual harassment, including, but not limited to sexual harassment, sexual misconduct, and sexual violence. Mr. Nuñez shall immediately report any apparent or confirmed violations of the above laws, policies, rules, and regulations occurring in the Department to the President of the University. If the University determines that Mr. Nuñez is in violation of MWC or NCAA rules and regulations while employed by the University, or is or was in violation of NCAA or conference rules and regulations during prior employment at another NCAA member institution, Mr. Nuñez shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure and may be suspended by the University at the University’s sole discretion for a period of time without pay, or terminated as described in paragraph 8 of this Agreement. If Mr. Nuñez fails to meet his/her obligations as stated in this paragraph and/or fails to complete any University-required campus security authority training within six (6) months of the Effective Date of his employment, or otherwise fails or refuses to meet his obligations under any law, regulation, policy or procedure, Mr. Nuñez may be subject to disciplinary action up to and including termination as described in paragraph 8. Mr. Nuñez specifically acknowledges and agrees that his/her compliance with applicable laws, policies, rules, and regulations are material obligations of this Agreement. Further, Mr. Nuñez shall not, under any circumstances, interview for, negotiate for, or accept employment at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the President. Such approval shall not be unreasonably withheld. Failure to provide such notice to the President shall constitute a material and actionable breach of this Agreement.
9. TERMINATION OF AGREEMENT FOR CAUSE: he University reserves the right to terminate this Agreement for “adequate cause” at any time. “Adequate cause” includes violation of any material

obligation of Mr. Nuñez under this Agreement or any amendments thereto; insubordination; neglect of duty; malfeasance; conduct involving moral turpitude; any criminal conviction; major or repeated minor violation of policies, rules, or regulations of the University; major or repeated secondary infractions of the MWC or NCAA rules (including any similar infraction which may have occurred at Mr. Nuñez's prior employment); major or repeated minor violation of New Mexico or federal laws, regulations, or policies; violation of his duty to use diligent, good faith efforts to ensure such compliance by staff; or willful or grossly incompetent conduct injurious to the intercollegiate athletics program at the University, or conduct which substantially harms the reputation of the University or its intercollegiate athletics program.

In the event the University intends to terminate the Agreement pursuant to this paragraph, it shall provide written notice to Mr. Nuñez, which will include thirty (30) days from the date of such notice to cure the breach or circumstance. In the event that Mr. Nuñez fails to cure the basis set forth for termination by the University in a manner acceptable to the University within the aforesaid period, the Agreement will be immediately terminated.

If this Agreement is terminated for adequate cause, the University shall have no further liability except for base salary and fringe benefits accrued to the date of termination. Any dispute regarding termination pursuant to this paragraph will be resolved by binding arbitration in accordance with paragraph 12 below.

10. TERMINATION BY REQUEST OF MR. NUÑEZ: Mr. Nuñez recognizes that the loss of his services to the University prior to the expiration of this Agreement, or any renewal thereof, would cause an inherent loss to the University, which cannot be estimated with certainty, nor be adequately compensated by money damages. Therefore, in the event that Mr. Nuñez unilaterally terminates this Agreement without permission of the President of the University prior to its expiration on September 24, 2022, Mr. Nuñez agrees to pay to the University one half (1/2) of his prorated base salary as described in paragraph 3(a) of this Agreement from the date of his unilateral termination through the remainder of the contract term. For purposes of this paragraph, "prorated base salary" shall mean the prorated remainder of the guaranteed base salary that would be due to be paid to Mr. Nuñez as described in paragraph 3(a) of this Agreement for the Contract Employment Year in which Mr. Nuñez unilaterally terminates his employment plus the full guaranteed base salary for the remaining Contract Employment Years, if any. Mr. Nuñez will repay to the University one half (1/2) of his prorated base salary in equal monthly installments for the remainder of the term of this Agreement. The University shall have no further liability except for prorated base salary and benefits accrued to the date of the unilateral termination.
11. TERMINATION BY REQUEST OF THE UNIVERSITY: The President, with the approval of the Board of Regents, has the right to terminate this Agreement by giving written notice of termination to Mr. Nuñez, either personally delivered or by certified mail. No notice from the University to Mr. Nuñez shall be required for the Agreement to expire by its terms on September 24, 2022. In the event of termination of this Agreement by the University other than for cause as described in paragraph 8 above, the University shall pay to Mr. Nuñez one half (1/2) of his prorated base salary as described in paragraph 3(a) of this Agreement, with all appropriate required deductions, in monthly installments for the remainder of the term of the Agreement as liquidated damages paid in exchange for Mr. Nuñez's agreement to release the University from any claims and/or liability associated with the termination of his employment at the request of the University. Mr. Nuñez agrees that there will be no retirement withholding or contribution on the monthly installment payments described in this paragraph. For purposes of this paragraph, "prorated base salary" shall mean the prorated remainder

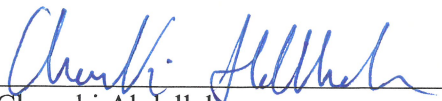
of the guaranteed base salary that would be due to be paid to Mr. Nuñez as described in paragraph 3(a) of this Agreement for the Contract Employment Year in which Mr. Nuñez unilaterally terminates his employment plus the full guaranteed base salary for the remaining Contract Employment Years, if any. Except as otherwise expressly provided in this paragraph, all rights and obligations due from each party to the other under the provision of this Agreement shall cease upon the effective date of termination set forth in the written notice. The Parties expressly understand and agree that in the event of termination of this Agreement by the University pursuant to this paragraph, the University's sole obligation to Mr. Nuñez following the date of termination set forth in the written notice is to pay the amounts described in this paragraph.

12. CONDUCT OF ATHLETICS PERSONNEL: Mr. Nuñez, hired to administer, conduct or coach intercollegiate athletics, shall act with honesty and sportsmanship at all times in promoting the honor, dignity, fair play and high standards associate with competitive sports.
13. ARBITRATION: To the fullest extent permitted by law, any dispute or controversy arising out of or relating to this Agreement or the breach thereof, including the rights, duties, obligations, and liabilities of the Parties hereunder, shall be determined by binding arbitration. The duty to arbitrate shall survive and include the cancellation or termination of this Agreement and shall include all disputes or questions regarding interpretation and enforceability of this Agreement. Arbitration shall be conducted, upon request of either party, before a single arbitrator chosen by the Parties by alternately striking names from a list of seven (7) names submitted by the American Arbitration Association of individuals who shall be attorneys knowledgeable in the field of employment contract and, to the greatest extent possible, collegiate athletics, and who shall make his/her award in conformity with the rules of said Association and in accordance with the laws of the State of New Mexico as applied to the facts found by him/her. The expense of arbitration proceeding conducted hereunder shall be borne equally by both Parties hereto, and all arbitration proceeding hereunder shall be conducted in Albuquerque, New Mexico. If the arbitration determines that the University did not have adequate cause for any termination under paragraph 8, damages shall be calculated based upon sums that the University would be required to pay under the compensation provisions of this Agreement. No other compensatory, consequential, or exemplary damages may be awarded to Mr. Nuñez.
14. ENTIRE AGREEMENT: The University standard printed employment contract and this Addendum/Agreement to that contract together constitute the final and complete agreement between the Parties. All prior and contemporaneous negotiations and agreements pertaining to this Agreement are deemed incorporated into this Agreement and such documents and instruments are deemed to have been abandoned if not so incorporated. Mr. Nuñez affirmatively agrees that he does not, in entering into this Agreement, rely upon any representations made to him by any employee, representative, or agent of the University which are not set forth in this Agreement. Any amendments or further addenda, hereafter agreed to by both Parties, shall be in writing and executed with the same formality.
15. SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the Parties' expectations regarding this Agreement. The Parties shall replace any invalid or unenforceable provision with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

16. STATUTORY OVERSIGHT: This Agreement and any other amendments or addenda shall be governed by and construed in accordance with the laws of New Mexico and policies of the University of New Mexico.
17. MISCELLANEOUS: The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by that party of any subsequent breaches. All agreements and covenants in this Agreement are severable, and if a court of competent jurisdiction or arbitrator declares any such provision to be invalid, the remainder of this Agreement shall be enforced to the maximum practicable extent.

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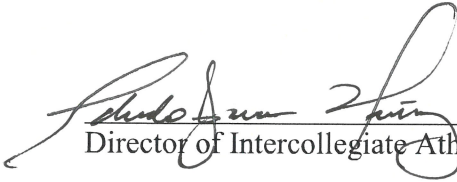
THE UNIVERSITY OF NEW MEXICO



Chaouki Abdallah
Interim President

Date: Nov 1/2017

EDUARDO JUAN NUÑEZ



Director of Intercollegiate Athletics

Date: 10.30.17