



THE UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131

Weir, Paul

UNM ID: [REDACTED] Position Number: S10712 Job Suffix: 00

Athletics Men's Basketball - 925D

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

Head Coach - Y7020

for the period of service from 4/13/2017 to 3/31/2023.

ANNUAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$300,000.00	71.60	100	4/13/2017	3/31/2023	\$25,000.00	71.60

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

Paul Krebs
Vice President, Athletics

Date: 4/24/17

Ghadouki T. Abdallah
Acting President, President's Office

Date: _____

EMPLOYEE

Paul Weir
Head Coach, Men's Basketball

Date: 4/24/17



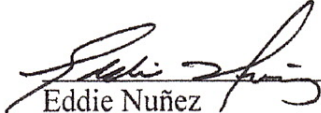
**FIRST AMENDMENT TO
ADDENDUM TO EMPLOYMENT CONTRACT
OF
PAUL WEIR, HEAD COACH/ MEN'S BASKETBALL**

The additional terms and conditions titled "Addendum to Employment Contract of Paul Weir, Head Coach / Men's Basketball" ("Addendum") shall be an addendum to the standard printed employment contract between The Regents of the University of New Mexico ("University") and Paul Weir ("Coach Weir"), who shall collectively be referred to as "the Parties." Together, the standard printed employment contract, the Addendum, and this First Amendment to Addendum and Coach Weir's standard printed contract shall be referred to as the "Agreement." Coach Weir's Addendum remains in full force and effect with the exception of the numbered paragraph identified below, which is replaced by this First Amendment and incorporated into the Addendum as follows:

3. OTHER COMPENSATION: Coach Weir may be granted the following compensatory benefits during the period of performance of this Agreement:

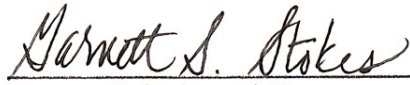
i. Obligation to Former Employer. Subject to the terms and conditions of this Agreement, at the request of Coach Weir, and on behalf of Coach Weir, the University will pay to New Mexico State University (NMSU) an annual sum of Fifty Thousand Dollars (\$50,000.00) for five (5) years, specifically for Contract Employment Year 1 through Contract Employment Year 5. In Contract Employment Year 6, and on behalf of Coach Weir, the University will pay NMSU One Hundred Thousand Dollars (\$100,000.00). Coach Weir will be eligible to have such payments made to NMSU on his behalf after completing the Contract Employment Year in which the sum is earned. The sum specified in this paragraph 3i will be paid no later than thirty (30) days after the end of such Contract Employment Year. The payments described in this paragraph 3i are in lieu of any retention bonus to which Coach Weir may have previously been due and no retention bonus will be paid by the University. Coach Weir agrees that, in the event that Coach Weir leaves his employment with the University under the circumstances described in Paragraph 9 ("TERMINATION OF AGREEMENT FOR CAUSE"), Paragraph 10 ("TERMINATION BY REQUEST OF COACH WEIR") or Paragraph 11 ("TERMINATION BY REQUEST OF THE UNIVERSITY") prior to March 31, 2023, this benefit will cease simultaneously with the date of termination; the University will make no further payments to NMSU; and Coach Weir will be solely responsible for any remaining financial or other obligation to NMSU. Coach Weir understands and agrees that in the event that the value of this benefit is deemed taxable compensation to him, Coach Weir is solely responsible for all tax consequences associated therewith. Coach Weir further agrees that he has relied on the advice of his own attorney(s) and/or accountant(s) in assessing the nature and extent of the tax consequences, if any, that may result from these payments, and that neither the University nor any of its Regents, officers, or employees has made any representations to him regarding whether any tax consequence will result from payment to NMSU pursuant to this paragraph.

THE UNIVERSITY OF NEW MEXICO



Eddie Nuñez
Director of Intercollegiate Athletics

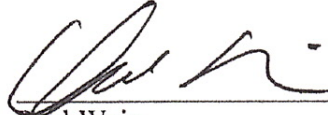
Date: 4-30-18



Garnett S. Stokes, Ph.D.
President

Date: 5/1/2018

COACH WEIR



Paul Weir
Head Coach/Men's Basketball

Date: 4/30/18



**ADDENDUM TO EMPLOYMENT CONTRACT
OF
PAUL WEIR, HEAD COACH/ MEN'S BASKETBALL**

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 Paul Weir ("Coach Weir"), who shall collectively be referred to as "the Parties". Together, this Addendum and Coach Weir's standard printed contract shall be referred to as the "Agreement."

1. **POSITION:** Coach Weir shall be responsible for all duties assigned by and under the direct supervision of the Deputy Associate Director, Internal Operations and the Vice President of Intercollegiate Athletics ("VPIA"). Coach Weir shall devote full-time to the duties and responsibilities of Head Coach/ Men's Basketball and shall not engage in any other athletics-related employment, except as specifically approved by the VPIA or as provided below.
2. **SALARY AND CONTRACT PERIOD:** The contract term shall be for six (6) years for the period April 13, 2017 through March 31, 2023 (the "Contract Term"), which constitutes six (6) separate and distinct contract employment years (each a "Contract Employment Year" or collectively the "Contract Employment Years"). Coach Weir's base salary will be Three Hundred Thousand Dollars (\$300,000.00) per Contract Employment Year. The first Contract Employment Year shall be prorated on an annualized salary of \$300,000.00 reflecting that the first Contract Employment Year runs from April 13, 2017 through March 31, 2018. Effective April 1, 2018, and each Contract Employment Year thereafter within the Contract Term, Coach Weir's base salary may be adjusted in accordance with the Regents' annual salary review for staff as provided in University Administrative Policies and Procedures Manual (UAPPM) #3500, Wage and Salary Administration, Section 4.1. Coach Weir understands and agrees that this Agreement does not guarantee or entitle Coach Weir to any annual increases in base salary. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach Weir may accrue up to 168 hours of paid annual leave but will not be entitled to payment for unused annual leave upon separation from employment as provided in UAPPM #3400, Annual Leave, Section 7.
3. **OTHER COMPENSATION:** Coach Weir may be granted the following compensatory benefits during the period of performance of this Agreement:
 - a. **Car Donor Program:** Subject to availability and at the discretion of the VPIA, in accordance with the car donor program and in cooperation with local Albuquerque car and truck dealers, the University may provide a courtesy car for Coach Weir's personal and business use. Coach Weir 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 policies. In addition, Coach Weir 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. Coach Weir understands and agrees that the provision of a courtesy car is in the exclusive discretion of the VPIA, and that Coach Weir will surrender any courtesy car provided upon request of the VPIA. Coach Weir further understands and agrees that any courtesy car provided pursuant to this paragraph 3(a) constitutes taxable compensation to

Coach Weir and that Coach Weir is solely responsible for the tax consequences associated therewith.

- b. Season Tickets: Coach Weir shall receive twelve (12) reserved season tickets to home games for each Men's Basketball season, and use of the suite for Men's Basketball home games. Coach Weir shall receive a total of twelve (12) post-season tickets for each of the Mountain West Conference ("MWC") Tournament and NCAA Tournament games in which UNM participates. Coach Weir understands and agrees that the value of these tickets likely is taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.
- c. Country Club Membership: Coach Weir will be provided one (1) membership in a country club designated by the VPIA. The Athletics Department agrees to cover the cost of membership fees, and Coach Weir agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this paragraph 3(c) includes golf and other privileges provided by the club selected, typically but not always including tennis and pool privileges. Coach Weir understands and agrees that the value of this membership likely is taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.
- d. Education Benefit: Coach Weir will be reimbursed for tuition, fees, and the cost of books to complete his PhD at New Mexico State University, subject to the terms and conditions of UAPPM # 3700, Education Benefits. Coach Weir understands and agrees that the value of this Education Benefit likely is taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.
- e. Travel: Coach Weir's spouse may be added to the official University travel party to regular season away games, and Coach Weir's spouse and dependent children may be added to the official University travel party to post-season away games, all within the continental United States, as determined by the VPIA in his exclusive discretion and subject to availability of funds. Coach Weir understands and agrees that the value of this benefit likely is taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.
- f. Program Promotion: In addition to his regular coaching duties, Coach Weir shall be responsible for reasonable efforts to promote the Men's Basketball Program, the University of New Mexico and the University's Athletic Department within the community, and for meeting with sponsors and donors. These additional duties shall be discharged in coordination with and under the direction of the VPIA and shall include, without limitation, speaking to youth groups, alumni assemblies, service clubs and the like, conducting free basketball camps and clinics to disadvantaged youth, meeting with sponsors and donors, and similar activities as may from time to time be assigned by the VPIA or the Senior Associate Athletic Director. The University will pay to Coach Weir, in addition to his base salary, the following sums: One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in the first Contract Employment Year (2017-2018), One Hundred Seventy-Five Thousand Dollars (\$175,000.00) in the second Contract Employment Year (2018-2019); Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in the third Contract Employment Year (2019-2020); Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) in the fourth and fifth Contract Employment Years (2020-2021 and 2012-2022); and Three Hundred Twenty-Five Thousand

Dollars (\$325,000.00) in the sixth Contract Employment Year (2022-2023), to fulfill the obligations described in this paragraph 3(e). The University will pay the sums described in this paragraph 3(e) in twelve (12) approximately equal installments during each Contract Employment Year, as part of Coach Weir's monthly compensation but in addition to, not a component of, Coach Weir's base salary as described in paragraph 2 above, SALARY AND CONTRACT PERIOD, said amount to be paid directly from funds available to the Athletic Department. Coach Weir understands and agrees that payments to him pursuant to this paragraph 3(e) constitute taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.

- g. Media Participation/Cooperation: The University may enter into agreements with radio and/or television station(s) under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. Irrespective of the University entering into any Media Agreements during the Contract Term, the University will, in addition to the foregoing amounts, pay to Coach Weir the additional sum of One Hundred Thousand Dollars (\$100,000.00) per Contract Employment Year, in addition to his base salary, to make appearances as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those third-party contacts or other arrangements. The University will pay the \$100,000.00 described in this paragraph 3(f) in twelve (12) approximately equal installments during the Contract Employment Year, as part of Coach Weir's monthly compensation but in addition to, not a component of, Coach Weir's base salary as described in paragraph 2 above, SALARY AND CONTRACT PERIOD. Coach Weir shall assist the University in obtaining contracts and arrangements as described in this paragraph 3(f), and will not unreasonably withhold or refuse any appearance which is necessary to meet the University's contractual and other obligations under this paragraph 3(f). Coach Weir will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph 3(f). Coach Weir understands and agrees that payments to him pursuant to this paragraph 3(f) constitute taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.
- h. Endorsement Agreements: The University may enter into promotion, use and/or endorsement agreements with shoe and/or apparel and/or athletic equipment companies ("Endorsement Agreements"). Coach Weir shall assist the University as required in obtaining such agreements. Irrespective of the University entering into any Endorsement Agreements during the Term, the University will, in addition to the foregoing amounts, pay Coach Weir the sum of One Hundred Thousand Dollars (\$100,000.00) per Contract Employment Year to wear and equip his team with shoes, other apparel and equipment as directed by the University. Coach Weir will not enter into individual endorsement or any other agreements with third parties which require him to endorse, wear or equip his team with shoes and/or apparel and/or equipment which would conflict with agreements between the University and Learfield Lobo Sports Properties or other parties/entities. The VPIA shall reasonably decide in good faith whether there is any conflict, and the VPIA's decision shall be final and binding on Coach Weir. The University will pay the \$100,000.00 described in this paragraph 3(g) in twelve (12) approximately equal installments during the Contract Employment Year, as part of Coach Weir's monthly compensation but in addition to, not a component of, Coach Weir's base salary as described in paragraph 2 above, SALARY AND CONTRACT PERIOD. Coach Weir understands and agrees that payments to him pursuant to this paragraph 3(g) constitute taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.

- i. **Retention Bonus.** Subject to the terms and conditions of this Agreement, University will pay to Coach Weir an annual retention bonus of Fifty Thousand Dollars (\$50,000.00) for five (5) years, specifically for Employment Contract Year 1 through Employment Contract Year 5. In Contract Employment Year 6, the University will pay Coach Weir One Hundred Thousand Dollars (\$100,000.00). Coach Weir will be eligible for such retention bonus payments after completing the Contract Employment Year in which the bonus is earned. The retention bonus specified in this paragraph 3i will be paid no later than thirty (30) days after the end of such Contract Employment Year. Coach Weir understands and agrees that the value of this benefit likely is taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.
 - j. All compensatory benefits are subject to compliance with University policies and procedures, the MWC rules and regulations, and the NCAA policies and procedures.
4. **INCENTIVE SALARY:** In addition to the compensation set forth above, Coach Weir will earn incentive salary according to the following schedule, which shall be reviewed and may with mutual agreement of the parties be adjusted upwards annually:

1.	Conference Championship	\$10,000.00
2.	Conference Tournament Championship	\$10,000.00
3.	NCAA berth (only if no tournament win in #2)	\$10,000.00
4.	MWC Coach of the Year	\$ 5,000.00
5.	Sweet Sixteen Appearance	\$25,000.00
6.	Elite Eight Appearance	\$30,000.00
7.	Final Four Appearance	\$40,000.00
8.	Academic Performance Rate (APR) 970 or higher	\$10,000.00

Coach Weir 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. No incentive salary payments will be paid in any Contract Employment Year where the team has any academically ineligible players after completion of the summer session. Coach Weir understands and agrees that incentive payments, if any, payable pursuant to this paragraph 4 are taxable compensation to him, and that Coach Weir is solely responsible for the tax consequences associated therewith.

5. **INDEPENDENT INCOME:** Subject to compliance with Athletics Department, University, MWC and NCAA policies, as currently in force and from time to time amended, and with advance written permission of the VP/IA, Coach Weir may earn other athletics-related income during the period of this Addendum. Coach Weir understands and agrees that such activities are independent of Coach Weir's University employment and the University shall have no liability or responsibility for any claims arising therefrom. Coach Weir agrees to indemnify the University and hold it harmless from any claims arising out of any independent contractual or other business and/or employment arrangements with third parties. Coach Weir's advance written requests pursuant to this paragraph 5 shall include the sources and amounts of any independent income contemplated by this paragraph 5. Coach Weir understands and agrees that he is solely responsible for any tax liability associated with such activities.

With the written permission of the VPIA, Coach Weir may organize and conduct a camp, clinic, lessons, or sports league pursuant to the Athletics Department's summer camp policy. Coach Weir understands and agrees to comply with the terms UNM Athletics' Camp Manual Policy and Procedures provided by the UNM Athletics Compliance office including, but not limited to, income reporting and background checks. These activities are performed in addition to Coach Weir's assigned duties and responsibilities, and shall not interfere with those assigned duties and responsibilities. Coach Weir shall receive no compensation from the University in connection with these activities. Coach Weir understands and agrees that he is solely responsible for any tax liability associated with such activities and that the University shall have no liability or responsibility for any claims arising therefrom. Coach Weir shall be responsible for obtaining general liability insurance in accordance with insurance laws of the State of New Mexico, and will Weir the University as a third party beneficiary of such insurance policies. Coach Weir agrees to indemnify the University and hold it harmless from any claims arising out of any camp-related activities.

6. CONDUCT OF ATHLETICS PERSONNEL: Coach Weir, hired to administer, conduct, and/or coach intercollegiate athletics, shall act with honesty and sportsmanship at all times in promoting the honor and dignity of fair play in the context of the high standards associated with collegiate competitive sports. Coach Weir understands and agrees that honesty and sportsmanship at all times, and the promotion of the honor and dignity of fair play in the context of the high standards associated with collegiate competitive sports, are material to this Agreement, and that any conduct that undermines these values may be grounds for discipline, which can include termination for cause in accordance with paragraph 9 below, TERMINATION OF AGREEMENT FOR CAUSE.

7. UNETHICAL CONDUCT: Coach Weir 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 Coach Weir's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;
- e. Receipt of benefits by Coach Weir 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.

Coach Weir's agreement to refrain from unethical conduct is a material term of Coach Weir's employment and this Agreement. Coach Weir expressly understands and acknowledges that unethical conduct is sufficient justification for Termination for Agreement for Cause as more fully described in paragraph 9 below, TERMINATION OF AGREEMENT FOR CAUSE, of this Agreement.

8. COMPLIANCE WITH LAWS, POLICIES, RULES AND REGULATIONS: Coach Weir 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. Coach Weir shall immediately report any apparent or confirmed violations of the above laws, policies, rules, and regulations occurring in the Department to the Associate Director, Athletics/Admin. If the University determines that Coach Weir is in violation of MWC or NCAA rules and regulations while employed by the University, or was in violation of NCAA or conference rules and regulations during prior employment at another NCAA member institution, Coach Weir 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 9 below, TERMINATION OF AGREEMENT FOR CAUSE. If Coach Weir fails to meet his obligations as stated in this paragraph 8 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 has failed or refused to meet his obligations under any law, regulation, policy or procedure, Coach Weir may be subject to disciplinary action up to and including termination as described in paragraph 9 below, TERMINATION OF AGREEMENT FOR CAUSE. Coach Weir specifically acknowledges and agrees that his compliance with applicable laws, policies, rules, and regulations are material obligations of this Agreement. Coach Weir shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach of 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 VPIA. Such approval shall not be unreasonably withheld. Failure to provide such notice to the VPIA shall constitute a material and actionable breach of this Agreement.
9. TERMINATION OF AGREEMENT FOR CAUSE: The University reserves the right to terminate this Agreement for "adequate cause" at any time. "Adequate cause" includes violation of any material obligation of Coach Weir 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 Coach Weir's prior employment); major or repeated minor violation of New Mexico or federal laws, regulations, or policies; failure to ensure such compliance by his staff or student-athletes in the men's basketball program where applicable; willful or grossly negligent conduct injurious to the intercollegiate men's basketball program at the University; or, any other reason constituting adequate cause for termination pursuant to official written employment policies of the University and/or its

Athletics Department. 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.

10. TERMINATION BY REQUEST OF COACH WEIR: Coach Weir may terminate this Agreement at any time upon thirty (30) days' notice to the VPIA. In the event that Coach Weir terminates this Agreement pursuant to this paragraph 10, the University shall have no further liability except for base salary as specified in paragraph 2 above, SALARY AND CONTRACT PERIOD, accrued to the date of termination. Coach Weir understands and agrees that termination of this Agreement pursuant to this paragraph 10 prior to the expiration of the Contract Term of this Agreement will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, upon termination of this Agreement by request of Coach Weir, Coach Weir agrees to pay to the University, as liquidated damages (the "Liquidated Damages") and not as penalty, the sum of Five Hundred Thousand Dollars (\$500,000.00) in the event that Coach Weir terminates this Agreement before the completion of any of the following Contract Employment Years: 1 (2017-2018), 2 (2018-2019), or 3 (2019-2020); the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) in the event Coach Weir terminates this Agreement before the completion of any of the following Contract Employment Years 4 (2020-2021), 5, (2021-2022) or 6 (2022-2023). In the event Coach Weir terminates this Agreement during Contract Employment Year 6 (2022-2023), Coach Weir will owe a pro-rata share of the Two Hundred and Fifty Thousand Dollar (\$250,000.00) sum based on the month when notice of termination is given. Pursuant to this paragraph 10, any Liquidated Damages sum shall be paid in full to the University within sixty (60) days of the date of Coach Weir's termination of his employment pursuant to this paragraph 10. Failure to pay the full Liquidated Damages sum shall constitute a material and actionable breach of this Agreement. The Liquidated Damages shall be the University's sole and exclusive quantification and limitation of Coach Weir's damages owed to the University pursuant to this paragraph 10 and the University shall seek no other remedies or damages whatsoever against Coach Weir related to Coach Weir's termination of this Agreement.
11. TERMINATION BY REQUEST OF UNIVERSITY: The University may voluntarily terminate this Agreement at any time by giving Coach Weir thirty (30) days' written notice. No notice from the University shall be required for the Agreement to expire by its terms on March 31, 2023.
 - (a) Severance. In the event of termination of this Agreement by the University other than for cause as defined in paragraph 9 above, TERMINATION OF AGREEMENT FOR CAUSE, the University may initiate and Coach Weir may agree, if he so chooses, to accept payment of his base salary, as described in paragraph 2 above, SALARY AND CONTRACT PERIOD, for the remainder of the Contract Employment Year in which notice is given, plus an additional Three Hundred Fifty Thousand Dollars (\$350,000.00) for each additional year remaining in the Contract Term. This additional sum shall be deemed a severance payment to Coach Weir. The sum described in this paragraph 11(a) will be paid in monthly payments to Coach Weir, with New Mexico and federal tax withholdings associated with the payment of salary, until paid in full. Coach Weir understands and agrees that there will be no retirement withholding or contribution on the severance payments described in this paragraph 11(a), and that no benefits of any kind will accrue to Coach Weir as a result of such payment. Coach Weir agrees that as a condition of receiving any severance payments under this paragraph 11(a), except for any earned but unpaid compensation to the date of termination and any legally protected rights Coach Weir has under any employee benefit plan, Coach Weir must execute a comprehensive release in the form to be determined by the University, in its sole discretion (the "Release"). Severance payments will not commence until Coach Weir has fully executed the Release as the Parties agree that the severance payments described in this

paragraph 11(a) represent full and valuable bargained-for consideration in exchange for the Release and subject to mitigation and offset as described in paragraph 11(b) below, Mitigation/Offset. If Coach Weir brings a claim or lawsuit against the University, Coach Weir will forfeit his right to receive any severance payments from the University, and will repay to the University any amounts received by him under this paragraph 11(a).

- (b) Mitigation/Offset. Coach Weir agrees that the University's obligation to make payments under paragraph 11(a) above, Severance, shall be subject to Coach Weir's obligation to mitigate his damages by making reasonable, good faith and diligent efforts to obtain comparable employment as soon as reasonably possible after termination of this Agreement. Comparable employment includes employment as a head or assistant basketball coach at a Division I college or university or professional team. Should Coach Weir obtain such comparable employment, University's financial obligations under paragraph 11(a) above, Severance, shall cease so long as Coach Weir's monthly compensation from such comparable employment, including base salary, deferred compensation, public relations and bonuses and incentive salary, but excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, club memberships and use of vehicles ("Monthly Compensation"), is equal to or greater than University's obligation to pay severance under paragraph 11(a) above, Severance, prorated on a monthly basis.

If Coach Weir's Monthly Compensation from such comparable employment is less than University's monthly obligation to pay severance under paragraph 11(a) above, Severance, the amount of University's obligation to pay severance shall be reduced by the amount of Coach Weir's Monthly Compensation from such comparable employment.

If, after diligent efforts to obtain comparable employment as described above, Coach Weir obtains employment that is not comparable employment, his income from such employment (plus or minus raises and adjustments) shall be offset against University's obligations to pay severance under paragraph 11(a) above, Severance.


The sum of the payments made pursuant to paragraph 11(a) above, Severance, will be subject to offset against subsequent comparable employment secured by Coach Weir. In the event that Coach Weir's Monthly Compensation from comparable employment exceeds the monthly severance payment(s) by the University, the University will be entitled to: i) a total offset of the monthly severance payment by UNM beginning the month of Coach Weir's new/subsequent employment, and ii) reimbursement for monthly severance payments made by the University prior to Coach Weir's subsequent comparable employment up to the total amount of the severance paid by University.

(c) Notice. Coach Weir shall promptly, but no less than ten (10) days from acceptance of other employment, notify the VPIA in writing of such employment and the total compensation to be paid to Coach Weir for the employment during the Term of this Agreement (through March 31, 2023). In addition, Coach Weir agrees to provide the University with a copy of his W-2 form for each calendar year as long as the University has the obligation to make severance payments under paragraph 11(a) above, Severance.

Except as otherwise expressly provided in this paragraph 11, all rights and obligations due from each party to the other under this Agreement shall cease upon the effective date of termination as set forth in the written notice required by this paragraph 11.

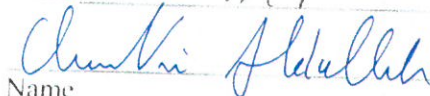
12. MOVING EXPENSE REIMBURSEMENT: Moving expenses, if any, incurred by Coach Weir in undertaking employment with the University will be reimbursed as provided in UAPPM #4020, Moving Expenses, not to exceed Twelve Thousand Dollars (\$12,000.00) without prior approval from the VPJA. If Employee resigns or is terminated by the University for cause as described in paragraph 9 above, TERMINATION OF AGREEMENT FOR CAUSE, before completion of the First Contract Employment Year, Coach Weir understands and agrees that he shall reimburse the University in full for the moving expenses paid to Coach Weir pursuant to this paragraph 12.
13. COMPLETE AGREEMENT: The standard printed employment contract and this Addendum/Agreement to that contract, and any Exhibits attached hereto and incorporated herein by reference, constitute the final and complete agreement between the parties. Any amendments or further addenda, hereafter agreed to by both parties, shall be in writing and executed with the same formality. 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. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.
14. 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.
15. GOVERNING LAW AND FORUM: This Agreement, and any other amendments or addenda, shall be governed by and construed in accordance with the laws of the State of New Mexico and the policies and procedures of The University of New Mexico Board of Regents. If either the University or Coach Weir brings any proceeding against the other arising out of this Agreement, each party agrees that such proceeding may be brought only in the County of Bernalillo, State of New Mexico, absent federal subject matter jurisdiction.

THE UNIVERSITY OF NEW MEXICO


Janice Ruggaro
Interim Director of Intercollegiate Athletics

Date:

6/29/17

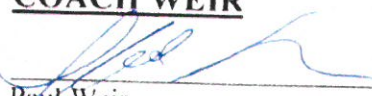

Name

President

Date:

6/29/17

COACH WEIR


Paul Weir
Head Coach/Men's Basketball

Date:

6/29/17