

INTERCOLLEGIATE ATHLETICS

Employment Contract Addendum – **HEAD COACH**

Name: Michael D. Bradbury **Contract Type:** Multi-Year **Sport:** Basketball - Women

Title: Athletic Coach 4 (Y7020) **Working Title:** Head Coach/Women'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 **Michael D. Bradbury ("Coach")**. Together, this Addendum and Coach Michael D. Bradbury's standard printed contract shall be referred to as the "Agreement." This agreement shall supersede the ADDENDUM TO EMPLOYMENT CONTRACT OF MICHAEL D. BRADBURY, HEAD COACH/WOMEN'S BASKETBALL entered into between the parties in May 2017.

- Position:** Coach shall be responsible for all duties assigned by and under the direct supervision of the Director of Intercollegiate Athletics ("DIA"). Coach shall devote full-time to the duties and responsibilities of Head Coach/Women's Basketball and shall not engage in any other athletics-related employment, except as specifically approved by the DIA or as provided below. Further, under no circumstances, shall Coach interview for, negotiate for, or accept employment as a coach of any other institution of higher education or with any professional sports team prior to the expiration of this Agreement, without the prior approval of the DIA. Such approval shall not be unreasonably withheld. Failure to obtain such prior approval from the DIA shall constitute a material and actionable breach of this Agreement.
- Salary And Contract Period:** The contract term shall be for **six (6) years** for the period **July 1, 2019 through June 30, 2025** (the "Contract Term"), which constitutes **six (6)** separate and distinct contract employment years (each a "Contract Employment Year" or collectively the "Contract Employment Years"). For Contract Year One (1), Coach's base salary will be **Two Hundred Fifty Thousand Dollars and Eight Cents (\$250,000.08)** from July 1, 2019 through June 30, 2020.

For Contract Year Two (2), Coach's base salary will be **Two Hundred Sixty Thousand Dollars and Four Cents (\$260,000.04)** from July 1, 2020 through June 30, 2021. For Contract Year Three (3) and Contract Year Four (4), Coach's base salary will be **Two Hundred Seventy Thousand Dollars (\$270,000.00)** from July 1, 2021 through June 30, 2023. For Contract Year Five (5), Coach's base salary will be **Two Hundred Seventy-five Thousand Dollars and Four Cents (\$275,000.04)** from July 1, 2023 through June 30, 2024. For Contract Year Six (6), Coach's base salary will be **Two Hundred Eighty Thousand Dollars and Eight Cents (\$280,000.08)** from July 1, 2024 through June 30, 2025.

Coach will not be entitled to salary increases as provided in University Administrative Policy (UAP) 3500, Wage and Salary Administration, Section 4.1. Coach understands and agrees that this Agreement does not guarantee or entitle Coach to any annual increases in base salary unless otherwise expressly provided in this Section. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach 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 UAP 3400, Annual Leave, Section 7.

- Retention Bonus:** Subject to the terms and conditions of this Agreement, the University will pay Coach an annual retention bonus of **Twenty Thousand Dollars (\$20,000.00)** for each Contract Employment Year that Coach is employed under this Agreement. The parties agree that the first installment of the Retention Bonus will not be paid until Coach has completed three (3) Contract Employment Years, July 1, 2019 through June 30, 2022, ("First Retention Bonus Period") as the Head Coach/Women's Basketball. At that time, and no later than sixty (60) days following the end of the third Contract Employment Year, Coach will be paid a sum totaling **Sixty Thousand Dollars (\$60,000.00)** minus all required deductions. Should Coach resign or be

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terminated for cause prior to completing three (3) Contract Employment Years, July 1, 2019 through June 30, 2022, as Head Coach/Women's Basketball, he will forfeit the entire Retention Bonus and no amount of Retention Bonus will be owed by the University.

The parties agree that the second installment of the Retention Bonus will not be paid until Coach has completed six (6) Contract Employment Years, July 1, 2019 through June 30, 2025, ("Second Retention Bonus Period") as the Head Coach/Women's Basketball. At that time, and no later than sixty (60) days following the end of the sixth Contract Employment Year, Coach will be paid a sum totaling **Sixty Thousand Dollars (\$60,000.00)** minus all required deductions. Should Coach resign or be terminated for cause prior to completing six (6) Contract Employment Years, July 1, 2019 through June 30, 2025, as Head Coach/Women's Basketball, he will forfeit the entire Retention Bonus and no amount of Retention Bonus will be owed by the University.

Should Coach be terminated at UNM's convenience prior to the completion of either Retention Bonus Period, he shall be entitled to receive the then-accrued portion of the Retention Bonus paid as an addition to any severance due him under this Agreement.

Coach understands and agrees that the Retention Bonus is taxable compensation to him, and that Coach is solely responsible for the tax consequences associated therewith.

4. **Other Compensation:** Coach 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 DIA, 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's personal and business use. Coach 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 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 understands and agrees that the provision of a courtesy car is in the exclusive discretion of the DIA, and that Coach will surrender any courtesy car provided upon request of the DIA. Coach further understands and agrees that any courtesy car provided pursuant to this Section constitutes taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.
 - b. **Travel:** Coach's spouse (or domestic partner as described in UAP 3790, Domestic Partners) and minor dependent children may be added to the official University travel party to regular season away and post-season games within the continental United States as determined at the DIA's exclusive discretion and subject to availability of funds. Coach understands and agrees that the value of this benefit likely is taxable compensation to him, and that Coach is solely responsible for the tax consequences associated therewith.
 - c. **Country Club Membership:** Subject to availability and at the discretion of the DIA, Coach will be provided one (1) membership in a country club designated by the DIA. The Athletics Department agrees to cover the cost of membership fees, and Coach agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this Section includes golf and other privileges provided by the club selected, typically but not always including tennis and pool privileges. Coach understands and agrees that the value of this membership is likely taxable compensation to him, and that Coach is solely responsible for the tax consequences associated therewith.
 - d. **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

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Media Agreements during the Contract Term, the University will, in addition to the foregoing amounts, pay to Coach the additional sum of **Twenty Five Thousand Dollars (\$25,000.00)** 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 **\$25,000.00** described in this Section in twelve (12) approximately equal installments during the Contract Employment Year, as part of Coach's monthly compensation but in addition to, not a component of, Coach's base salary. Coach shall assist the University in obtaining contracts and arrangements as described in this Section, and will not unreasonably withhold or refuse any appearance which is necessary to meet the University's contractual and other obligations under this Section. Coach will not enter into any individual agreements which conflict with the rights of the University as described in this Section. Coach understands and agrees that payments to him pursuant to this Section constitute taxable compensation to him, and that Coach is solely responsible for the tax consequences associated therewith.

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.

5. **Incentive Salary:** In addition to the compensation set forth above, Coach is eligible for incentive payments according to the following categories of professional achievement.

Mountain West Conference Achievement

- | | |
|---|-------------|
| 1. Mountain West Conference Regular Season Champion | \$10,000.00 |
|---|-------------|

Regular Season Achievement

- | | |
|--|--------------------|
| 1. Win versus Division 1/RPI Top 50 Program | \$5,000.00 per win |
| 2. Win versus Division 1/RPI Top 100 Program | \$2,500.00 per win |

For the Regular Season Achievement professional achievement category, abiding by the conference scheduling guidelines (RPI or any other similar rating system the conference may utilize) which may change from time to time.

Coaching Recognition

- | | |
|------------------------------------|------------|
| 1. Mountain West Coach of the Year | \$5,000.00 |
|------------------------------------|------------|

Student Athlete Academic Performance

- | | |
|--|-------------|
| 1. Academic Progress Rate (APR) 960 or greater | \$10,000.00 |
|--|-------------|

NIT Post Season Achievement

- | | |
|-------------------|------------|
| 1. NIT Appearance | \$5,000.00 |
|-------------------|------------|

NCAA Post Season Appearance

- | | |
|--------------------------------------|-------------|
| 1. Mountain West Tournament Champion | \$10,000.00 |
| 2. NCAA At-Large Appearance Only | \$10,000.00 |

NCAA Post Season Tournament Achievement

- | | |
|----------------------------------|-------------|
| 1. NCAA First Round Win | \$7,500.00 |
| 2. NCAA Sweet Sixteen Appearance | \$10,000.00 |
| 3. NCAA Elite Eight Appearance | \$12,500.00 |
| 4. NCAA Final Four Appearance | \$15,000.00 |
| 5. NCAA National Champions | \$25,000.00 |

If earned, for the NCAA Post Season Tournament Achievement professional achievement category, a maximum of one incentive payment shall be paid per Contact Year. For NCAA Post Season Achievement, the incentive payment issued will correspond to the highest level of achievement attained, not to exceed a maximum incentive payment of Twenty-Five Thousand Dollars (\$25,000.00).

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Incentive payments will be paid no later than May 30th of the Contract Employment Year in which the professional achievement was earned. Coach understands and agrees that incentive payments, if any, are taxable compensation to him, and that Coach is solely responsible for the tax consequences associated therewith.

<u>Regular Season Gross Ticket Revenue</u>	
\$400,000 or more in gross ticket revenue	\$10,000.00
\$500,000 or more in gross ticket revenue	\$25,000.00


If earned, for the Regular Season Gross Ticket Revenue achievement category, a maximum of one incentive payment shall be paid per Contract Year, not to exceed a maximum incentive payment of Twenty-Five Thousand Dollars (\$25,000.00). The incentive payment for ticket revenue will be issued to the Lobo Women's Basketball Enhancement account.

The incentives contemplated by this section are contingent upon sufficient appropriations being available to fund them. In the event that, in any Contract Employment Year, the legislature of the state of New Mexico reduces its appropriation to the University or to the Athletic Department below the current level as of January 1, 2020, the incentives for that year may be reduced or eliminated in the reasonable discretion of the DIA in order to respond to the lack of appropriation. In the event subsequent appropriations make possible the payment of previous earned incentives, UNM may, in the DIA's reasonable discretion, pay previous earned incentives.

6. **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 DIA, Coach may earn other athletics-related income during the period of this Agreement. Coach understands and agrees that such activities are independent of Coach's University employment and the University shall have no liability or responsibility for any claims arising therefrom. Coach 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's advance written requests pursuant to this Section shall include the sources and amounts of any independent income contemplated by this Section. Coach understands and agrees that he is solely responsible for any tax liability associated with such activities.

With the written permission of the DIA, Coach may organize and conduct a camp, clinic, lessons, or sports league pursuant to the Athletics Department's summer camp policy. Coach 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's assigned duties and responsibilities, and shall not interfere with those assigned duties and responsibilities. Coach shall receive no compensation from the University in connection with these activities. Coach 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 shall be responsible for obtaining general 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. Coach agrees to indemnify the University and hold it harmless from any claims arising out of any camp-related activities.

7. **Duties and Responsibilities:** Under the supervision and direction of the DIA, Coach shall be responsible for the strategic planning, supervision, management, direction and leadership of the University's Intercollegiate Women's Basketball Program in an efficient and effective manner to achieve the goals and objectives of the Program and the Department of Intercollegiate Athletics as established by the DIA. Said goals and achievements shall be in concert with the mission of the Department of Intercollegiate Athletics and the University, including the planning development, implementation and maintenance of an NCAA Division I


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women's basketball program that is characterized by excellence, exemplified by academic achievement and development of character, maturity and a sense of fair play in women's basketball . To that end:

- a. Coach shall perform his duties and responsibilities under this Contract to the reasonable satisfaction of the DIA, including but not limited to the supervision and evaluation of assistant coaches and those support staff who report to Coach, provision of leadership for the effective recruiting, coaching and instruction of student athletes as well as all responsibilities normally associated with and performed by a Head Coach of an NCAA Division I women's basketball program at a member institution of the Mountain West Conference or other major NCAA Division I institution. Coach agrees to maintain a courteous and collegial working relationship with Athletics Department staff. Coach shall perform all duties set forth in this Contract and reasonably assigned by the DIA including, without limitation, assisting in the development and implementation of recruiting plans and strategies consistent with all applicable NCAA and MWC regulations; and, in general shall be responsible for evaluating, recruiting training conditioning, instructing, supervising, disciplining and coaching student athletes to prepare them to compete in the MWC and against college competition at the national level.
- b. In coordination with the DIA, Coach shall have the duty and authority to hire and terminate assistant women's basketball coaches and Women's Basketball Program staff, not in violation of UNM Policy, federal or state employment laws. All decisions regarding hiring and firing of coaches and Women's Basketball Program staff shall be subject to the approval of the DIA.

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- c. Coach shall require and use his best efforts to ensure that institutional control of the women's basketball program is sustained through the development, implementation and maintenance of a vigorous and effective program for compliance with all NCAA, and MWC regulations and bylaws, and all policies of the University.
- d. Coach shall act and speak positively about the University, University personnel, and the University's athletic programs in private and public forums.
- e. Coach shall perform his duties and responsibilities while comporting himself at all times in a professional and personal manner consistent with good sportsmanship and with the high moral, ethical and academic standards of the University and the Department, the MWC, and the NCAA.
- f. At no time shall Coach be involved in discreditable conduct that is inconsistent with professional standards of the University, or that is seriously prejudicial to the best interests of the University, or that violates the University's mission in a substantive manner.
- g. Coach shall exercise due care such that any personnel under his responsibility or supervision shall comport themselves in a similar manner.
- h. Coach shall make every reasonable effort to ensure that all student athletes' academic requirements are met in cooperation with and in support of the University faculty and administration.
- i. Coach recognizes and supports the importance to the University of its academic policies, standards and requirements and Coach hereby agrees to abide by and support these and any future academic standards adopted by the University, in all aspects of his duties and set forth herein.
- j. Coach shall not disclose or use any secret, proprietary, or confidential information about the University or its business affairs or activities, all of which shall be deemed "confidential information," except during the term hereof and then only for the benefit of the University.
- k. Coach, as a recognized and notable spokesperson for intercollegiate athletics and education, shall support the University administration mission, policies and decisions in all of his dealing and activities with the public

8. **Conduct of Athletics Personnel:** Coach, 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 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 Contract, and that any conduct that undermines these values shall constitute grounds for discipline, which may include termination for cause in accordance with Section 12.

Coach acknowledges that negative statements concerning the Athletics Department, the University, and the State of New Mexico made to the media or in public may be detrimental to recruiting, fundraising, and the morale of coaches, staff and players in the Women's Basketball Program and other programs of intercollegiate athletics and the reputation of the University. Therefore, Coach agrees that Coach is highly encouraged that whenever appropriate and in a timely manner, he will first direct any complaint or criticism that Coach may have of a particular University Sports Program, the Athletics Department or the University to the DIA before directing the complaint or criticism to anyone else. This shall not prohibit Coach from making communications protected by whistleblower laws. Further, Coach shall make reasonable efforts to project a positive image with respect to the University, Athletics Department, and Women's Basketball Program.



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Coach shall not engage in activities or conduct injurious to the reputation of the University, including without limitation, repeatedly conveying to one person, or conveying to an assembled public group, negative information concerning the University.

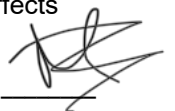
Conduct by Coach inconsistent with this Section shall constitute be grounds for discipline, which may include termination for cause in accordance with Section 12.

9. **Unethical Conduct:** Coach 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's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;
 - e. Receipt of benefits by Coach 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 when otherwise required to report under University policy; 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's agreement to refrain from unethical conduct is a material term of Coach's employment and this Contract. Coach expressly understands and acknowledges that unethical conduct is sufficient justification for Termination of Contract for Cause as described in Section 12.

10. **Compliance With Laws, Policies, Rules and Regulations:** Coach 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 (as they are currently in force and as they are 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; 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 shall immediately report any apparent or confirmed violations of the above laws, policies, rules, and regulations occurring in the department to the university's compliance staff, the DIA, or UNM's Division of Human Resources, as well as other University official/departments as may be required by University policy. Upon receiving any information about a person who has experienced sexual misconduct, harassment, sexual assault or other sexual violence, Coach shall also report the information to UNM's Office of Equal Opportunity (OEO) within 24 hours, or as soon as reasonably practicable, by calling OEO at 505-277-5251 or by email at oeo@unm.edu. Failure by Coach to report immediately to the University's athletics compliance staff and, as appropriate the DIA or other responsible University official/department, any alleged violations of University, MWC or NCAA policies, rules or regulations by Coach or, upon becoming aware of violations by any coaches, staff members, student-athletes, or other persons under Coach's supervision that become known to Coach, which failure, in the reasonable opinion of the DIA (i) creates material risk for the University or Program or (ii) negatively affects

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the University or the Program in a material manner, shall subject Coach to disciplinary or corrective action as set forth in the NCAA enforcement procedure. Such failure to report shall also subject Coach to immediate suspension, at the University's sole discretion, for a period of time without pay, or termination as described in Section 12.

If the University determines that Coach 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 shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure and may be suspended without pay by the University at the University's reasonable discretion for a period of time not to exceed ninety (90) days, or terminated as described in Section 12. If Coach fails to meet his obligations as stated in this Section or fails to complete any University-required training within six (6) months of the beginning of Coach's employment, or otherwise fails or refuses to meet his obligations under any law, regulation, policy or procedure, Coach may be subject to disciplinary action up to and including suspension and termination as described in Section 12.

Coach specifically acknowledges and agrees that Coach's compliance with applicable laws, policies, rules, and regulations are material obligations of this Contract.

11. Non-Applicability of University Employment Policies and Due Process Guarantees: This Contract creates no expectancy of or property interest in continued employment with the University. Accordingly, no provisions of the University Administrative Policy manual (UAP) addressing or governing separation of employment, discipline or contract employees generally are applicable to Coach. No due process guarantees relating to progressive discipline, suspension, discharge, and appeal processes are accorded to Coach under this Contract. All rights, processes and notices afforded to Coach or required from Coach are specifically enumerated under sections 12, 13, 14 and 15 of this Contract.

12. Termination of Contract for Cause: The University reserves the right to immediately terminate this Contract for cause at any time. Cause includes, but is not limited to, violation of any material obligation of Coach under this Contract or any amendments hereto. In addition to a material breach of this Contract, the parties agree that the following non-exclusive list constitutes cause for termination under this Section:

- a. insubordination;
- b. Coach's neglect of, or failure or refusal to perform, his duties as Head Coach in any material respect after receiving written notice of such failure or refusal from the DIA;
- c. Malfeasance involving misuse of University or donor funds in a single instance that totals more than \$5,000 or in repeated instances of lesser amounts that total \$5,000 or more, cumulatively;
- d. Coach's failure to comport himself in a manner consistent with good sportsmanship or the moral, ethical or academic standards specified in this Contract or in University policies and regulations;
- e. failure of Coach or any other person under his supervision and direction to comply with applicable standards or regulations of the MWC or the NCAA, federal or state law, or University rules, regulations or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences;
- f. Coach's failure to promote an atmosphere of compliance or his failure to properly and effectively monitor personnel under his supervision and direction which results in material non-compliance by Coach's personnel, with applicable standards or regulations of the MWC or the NCAA, federal or state law, or University rules, regulations, or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences;
- g. Coach's instruction to any assistant coach, student or other person to respond inaccurately or incompletely to any request or inquiry concerning a matter relevant to University's athletic programs or other institution of higher learning which shall be propounded by University, the NCAA, the MWC

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or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law;

- h. Coach's failure to fully cooperate in the enforcement and implementation of any drug testing and/or education program established by the University, the MWC, the NCAA, or pursuant to federal or state law that is applicable to student athletes or other employees of the University;
- i. Coach's being charged with, indicted for, pleading no contest to, or being convicted of or pleading guilty to (i) any felony; or, (ii) any misdemeanor involving gambling, drugs or alcohol;
- j. engaging in conduct which either (i) displays a continual, serious disrespect or continual, serious disregard for the mission of the University, (ii) brings Coach into public disrepute (ii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the University;
- k. 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's prior employment); major or repeated minor violation of New Mexico or federal laws, regulations, or policies;
- l. Coach's misconduct, whether or not relating to Coach's employment, which is not in the best interest of the University or which violates the University's mission, interests, policies, or regulations, and which causes material damage to the reputation or dignity of the University or its athletics program;
- m. participating in any (i) gambling, bookmaking, wagering, or betting involving any athletic contest whatsoever wither by soliciting, placing or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instruction, encouraging, or knowingly and intentionally permitting any student-athlete, assistant coach, or other individual under or subject to Coach's control, authority, or supervision to participate in such activity;
- n. failure to report promptly to the DIA in writing any violations or potential violations known to Coach of University Rules including, but not limited to, those by Coach, his assistant coaches, student athletes or other persons under the direct control or supervision of Coach;
- o. failure to take reasonable steps to ensure the physical and mental wellbeing of student athletes on the Women's basketball team;
- p. willful or grossly negligent conduct injurious to the University's Intercollegiate Women's basketball Program or the University;

If this Contract is terminated for cause, the University shall have no further liability except for base salary, and fringe benefits earned to the date of termination.

Nothing in this Section shall prevent, limit or otherwise interfere with the University's right to terminate the services of the Coach without cause at any time subject to the provisions of Section 13 herein. Therefore, this Section creates no expectancy of or property interest in continued employment and no University Administrative Policy addressing or governing progressive discipline, discharge or the appeal process for discharge shall be applicable to Coach.

In the event the DIA, in his sole discretion, determines that cause exists to terminate Coach, but that doing so would not be in the best interest of the University, the DIA may implement other, lesser disciplinary measures including, without limitation, suspension with or without pay. This provision does not in any way alter the parties' agreement that no provisions of the University Administrative Policy manual (UAP) addressing or governing separation of employment, discipline or contract employees generally are applicable to Coach or


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that no due process guarantees relating to progressive discipline, suspension, discharge, and appeal processes are accorded to Coach under this Contract.

13. **Termination by Request of Coach:** Coach may terminate this Agreement at any time upon **thirty (30) days' written notice** to the DIA. In the event that Coach terminates this Agreement pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination.

Coach understands and agrees that termination of this Agreement pursuant to this Section 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, if Coach terminates this Agreement within Contract Year One (1) of the term of this Agreement (**July 1, 2019 – June 30, 2020**), then Coach shall pay the University liquidated damages, and not as penalty, the sum of **One Hundred Thousand Dollars (\$100,000.00)** within **sixty (60) days** of the termination of this Agreement.

If Coach terminates this Agreement within Contract Year Two (2) of the term of this Agreement (**July 1, 2020 – June 30, 2021**), then Coach shall pay the University liquidated damages, and not as penalty, the sum of **Seventy-five Thousand Dollars (\$75,000.00)** within **sixty (60) days** of termination of this Agreement.


If Coach terminates this Agreement within Contract Year Three (3) of the term of this Agreement (**July 1, 2021 – June 30, 2022**), then Coach shall pay the University liquidated damages, and not as penalty, the sum of **Fifty Thousand Dollars (\$50,000.00)** within **sixty (60) days** of termination of this Agreement.

If Coach terminates this Agreement within Contract year Four (4) of the term of this Agreement (**July 1, 2022 – June 30, 2023**), then Coach shall pay the University liquidated damages, and not as penalty, the sum of **Twenty-five Thousand Dollars (\$25,000.00)** within **sixty (60) days** of termination of this Agreement.

If Coach terminates this Agreement within the Contract Year Five (5) or (6) of the term of this Agreement (**July 1, 2023 – June 30, 2025**), then Coach shall not be obligated to pay the University liquidated damages.

Pursuant to this Section, any liquidated damages sum shall be paid in full to the University within sixty (60) days of termination. 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's damages owed to the University pursuant to this Section and the University shall seek no other remedies or damages whatsoever against Coach related to Coach's termination of this Agreement.

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14. **Termination by Request of University:** The University may voluntarily terminate this Contract at any time by giving Coach written or verbal notice. Notwithstanding any terms or provisions of this Contract or that may be found in University policy regarding employment that may be interpreted to the contrary, and unless otherwise specifically agreed to in writing, Coach's employment relationship with the University shall terminate upon delivery of the notice of termination or as otherwise set forth in the notice of termination.

- a. **Severance:** In the event of termination of this Contract by the University other than for cause as defined in Section 12, the University agrees to pay, and Coach agrees to accept, as severance, the remainder of Coach's base Salary for the Contract Employment Year in which termination occurs plus the sums stated in the chart, below:


If the termination occurs in:

Contract Employment Year One:	\$1,355,000 plus the remainder of his salary for that year
Contract Employment Year Two:	\$821,250 plus the remainder of his salary for that year
Contract Employment Year Three:	\$412,500 plus the remainder of his salary for that year
Contract Employment Year Four:	\$277,500 plus the remainder of his salary for that year
Contract Employment Year Five:	\$140,000 plus the remainder of his salary for that year
Employment Year Six:	\$0 (zero) plus the remainder of his salary for that year

The Sums described in this Section shall be deemed a severance payment. Should termination pursuant to this Section occur during Contract Employment Years One, Two, Three or Four, the severance shall be paid in approximately equal monthly payments to Coach over the lesser of thirty six (36) months or the number of months remaining in the Contract Term at the time of termination, beginning on or about the last day of the month following termination, The severance for Contract Employment Years Five and Six shall be paid in a lump sum no later than seventy five (75) days following termination under this Section. All severance payments shall have New Mexico and federal tax withholdings associated with the payment of salary withheld. Coach understands and agrees that there will be no retirement withholding or contribution on the severance payment described in this Section, and that no benefits of any kind will accrue to Coach as a result of such payment. Coach agrees that as a condition of receiving any severance payments under this Section, except for any earned but unpaid compensation to the date of termination and any legally protected rights Coach has under any employee benefit plan, Coach must agree to not disparage the University and must execute a comprehensive release in a form to be determined by the University, in its sole discretion (the "Release"). Severance payments will not commence until Coach has fully executed the Release.

- b. **Mitigation/Offset:** Coach agrees that the University's obligation to make payments under this Section shall be subject to Coach's obligation to mitigate his damages by immediately making reasonable, good faith and diligent efforts to obtain other employment. For purposes of this Contract, "employment" includes both athletics- and non-athletics-related employment. Should Coach obtain employment, the University's financial obligations under this Section shall cease so long as Coach's monthly compensation from such 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 the University's obligation to pay severance under this Section, prorated on a monthly basis.
- c. If Coach's Monthly Compensation from such employment is less than the University's monthly obligation to pay severance under this Section, the amount of the University's obligation to pay severance shall be reduced by the amount of Coach's Monthly Compensation from such employment.

Any amount received in mitigation of damages by Coach that acts as an offset against the amount paid by the University shall apply retroactively.


Coach's Initial _____

- d. Coach shall promptly, but no less than ten (10) days from acceptance of other employment, notify the DIA in writing of such employment and the total compensation to be paid to Coach for the employment. In addition, Coach agrees to provide the University with a copy of Coach's W-2 form for each calendar year as long as the University has the obligation to make severance payments under this Section.
 - e. The provisions of Section 14.b shall not apply if termination by request of University occurs during Contract Employment Years Two or Three unless Coach obtains employment as a Head Coach or Assistant Coach for a Division I Women's or Men's Basketball program. The provisions of Section 14.b shall not apply if termination by request of University occurs in Contract Employment year Four, Five or Six.
 - f. Except as otherwise expressly provided in this Section, all rights and obligations due from each party to the other under this Contract shall cease upon the effective date of termination as set forth in the written notice required by this Section. Additionally, no notice from the University shall be required for the Agreement to expire by its terms on **June 30, 2025** and there exists no expectancy of renewal of this Agreement beyond the term stated in Section 2 herein.
15. **Termination by Disability or Death:** It is expressly understood and agreed that this is a personal service agreement between the parties and that in the event of the incapacity of Coach to the degree that he is rendered incapable of performing the obligations and duties contained in this Contract for a period of more than ninety (90) consecutive days, as certified by two (2) physicians selected or approved by the University, or his untimely demise, this Contract shall terminate and the University shall have no further financial or other obligation whatsoever hereunder except to pay Coach his base salary and benefits accrued to the date of termination.
16. **Complete Agreement:** The standard printed employment contract and this Agreement to that contract, and any Exhibits attached hereto and incorporated herein by reference, constitute the final and complete agreement between the parties. In the event of a conflict between this agreement and the standard printed employment contract, the terms and conditions of this agreement shall govern. 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 verbal understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.
17. **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.
18. **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.
19. **Arbitration:** The Parties agree to submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law, pursuant to the New Mexico Uniform Arbitration Act.

[End. Signatures follow.]


Coach's Initial _____

IN WITNESS HEREOF this Agreement has been duly executed by the parties hereto on the respective dates appearing below each party signature.

**THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO**

Eddie Nunez

Eddie Nunez (Sep 22, 2020 16:13 MDT)

Eduardo J. Nuñez
Director of Intercollegiate Athletics

Date: Sep 22, 2020

COACH

Michael D. Bradbury

Michael D. Bradbury
Head Coach Women's Basketball

Date: 9/14/20

Garnett S. Stokes

Garnett S. Stokes (Sep 25, 2020 10:46 MDT)

Garnett S. Stokes
President

Date: Sep 25, 2020



Coach's Initial _____