



INTERCOLLEGIATE ATHLETICS
Employment Contract – **HEAD COACH**

Name: Mendenhall, Bronco **Contract Type:** Multi-Year **Sport:** Football
Title: Athletic Coach 4 (Y7020) **Working Title:** Head Coach

This Employment Contract, (“Contract”) is entered into between **The University of New Mexico (“UNM” or “University”)** and **Bronco Mendenhall (“Coach”)**. The Effective Date of this Contract is **December 5, 2023**. This Contract supersedes all other agreements between the parties.

1. **Position:** Coach shall be responsible for all head football coaching duties reasonably assigned by and under the direct supervision of the Vice President, Director of Intercollegiate Athletics (“DIA”). University shall have no right to reassign Coach to any other position. Coach shall devote his full-time efforts to the duties and responsibilities of Head Coach / Football 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, requiring performance of duties prior to the expiration of this Contract, without providing prior notice to the DIA.

2. **Salary and Contract Period:** The Contract Term shall be for **five (5) years** for the period from **December 5, 2023 to November 30, 2028** or the day after the football team’s last game of the 2028 season (the “Contract Term”), which constitutes **five (5)** separate and distinct contract employment years (each a “Contract Year” or collectively the “Contract Years”). Following Contract Year 1, which shall begin on December 5, 2023 and end November 30, 2024, each subsequent Contract Year during the Contract Term shall begin on December 1 and end on November 30 of the following year. Coach’s annualized base salary is **four hundred thousand dollars (\$400,000.00)** (“Base Salary”) per Contract Year. 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 Contract 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. In the event the University suffers significant financial crisis that materially affects the operations of the UNM Athletics Program, whether such occurs before or after the execution of this Agreement, the base salary amount set forth herein shall be reviewed by the DIA, and, in his sole discretion, may be modified in order to comply with University actions in responding to the financial crisis; provided, however, that in no event shall such base salary be modified by more than fifty percent (50%). Similarly, the University reserves the right to furlough Coach for a duration not to exceed fifty percent (50%) of the Contract Term.

3. **Other Compensation:** In addition to the base salary set forth above, Coach shall receive from the University the following compensation:
 - a. **Car Donor Program:** Subject to availability and at the discretion of the DIA, in accordance with its car donor program and in cooperation with local Albuquerque car and truck dealers, the University may provide a late-model 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. 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. In such event, University shall provide Coach with a reasonable car stipend. Coach further understands and agrees that any courtesy car provided

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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 for regular season away and post-season games within the continental United States and any other Mountain West Conference location 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 Coach, 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 and that Coach is solely responsible for the tax consequences associated therewith.
- d. **Relocation Allowance:** Employee is eligible for a relocation allowance for costs associated with relocation in accordance with UAP 4020, New Employee Relocation Allowance. The amount for relocation expenses under this section will be a one-time amount of **twenty-five thousand dollars (\$25,000.00)**, paid to Employee in Employee's regular paycheck upon the successful completion of a Relocation Allowance Request form to be submitted to the hiring officer. Relocation allowance amounts and the value of any hotel rooms or temporary housing provided at no cost to the Employee during the relocation period are reported as taxable income to the Employee, and applicable withholding taxes will be withheld from payment. Employee's year-end tax statement (Form W-2) will include the gross amount of this allowance and all applicable taxes withheld in the calendar year of the payment.

If Employee terminates this Contract, or is terminated for cause pursuant to Section 11, during Contract Year One, Employee agrees to repay a prorated portion of the allowance, proportional to the number of months remaining in Contract Year One. Employee also agrees and understands that reimbursement may be accomplished in whole or in part via deduction from Employee's final paycheck as permitted by New Mexico law, Section 50-4-2 NMSA (1978). The amount of the deduction will not reduce Coach's compensation below the minimum wages to which the Employee would be entitled under state and federal law. Employee further agrees and understands that if the deduction from Employee's final check does not reimburse the University in full for moving expenses paid to the Employee, Employee will reimburse the University the remaining balance within sixty (60) days of the termination date.

All compensatory benefits are subject to compliance with University policies and procedures, the Mountain West Conference (MWC) rules and regulations, and NCAA rules, policies and procedures.

- e. **Media Participation/Cooperation:** The University may enter into agreements with radio, television and other forms of media under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. 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 may conflict with the rights of the University as described in this Section. 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 the annualized sum of **four hundred thousand dollars (\$400,000.00)** ("Media Compensation"), in addition to Coach's base salary, to make appearances as a representative of the University and to otherwise fulfill the obligations of the University with regard to third-party contracts or other arrangements.

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The University will pay the sum described in this Section in twelve (12) approximately equal installments during the Contract Year, as part of Coach's monthly compensation but in addition to, not as a component of, Coach's base salary. Coach understands and agrees that payments to Coach pursuant to this Section constitute taxable compensation and that Coach is solely responsible for the tax consequences associated therewith.

- f. **Program Promotion:** Coach shall actively promote the University's Intercollegiate Football Program by giving speeches, and making himself available to alumni, supporters, civic and community groups, and as otherwise reasonably requested by the DIA. Coach shall exercise reasonable effort and devote such personal time to these activities as is customarily exerted by comparable head coaches in the promotion of Football programs of the highest quality at other institutions of higher education engaged in National Collegiate Athletic Association ("NCAA") Division I Football. In addition, Coach agrees to engage in reasonable efforts, as requested by the University, to promote non-athletic endeavors of the University, particularly as an ambassador and spokesperson for the University's fundraising efforts. As compensation for these activities on the part of Coach, the University shall pay to Coach the annualized sum of **four hundred thousand dollars (\$400,000.00)** ("Program Compensation").

The University will pay the sum described in this Section in twelve (12) approximately equal installments during the Contract Year, as part of Coach's monthly compensation but in addition to, not as a component of, Coach's base salary. Coach understands and agrees that payments to Coach pursuant to this Section constitute taxable compensation and that Coach is solely responsible for the tax consequences associated therewith.

- g. **Basketball Tickets:** Coach shall receive up to eight (8) tickets for seats at each home Men's and Women's Basketball game played at The Pit and any post-season games of the University's Men's Basketball team, should UNM have access to post-season tickets. Coach understands and agrees that Coach is solely responsible for the tax consequences associated therewith.
- h. **Football Tickets:** Coach shall receive up to four (4) premium-level tickets for seats at each home game played at University Stadium, with the option to request additional tickets on a game-by-game basis. Coach understands and agrees that Coach is solely responsible for the tax consequences associated therewith.

4. **Incentive Compensation:** In addition to the compensation set forth above, Coach is eligible for incentive payments according to the following categories and amounts set forth below.

- a. Performance Incentives (Cumulative):

i. Appearance in Mountain West Conference Championship Game	\$25,000
ii. Mountain West Championship	\$50,000
iii. Mountain West Coach of the Year	\$25,000
iv. National Coach of the Year	\$50,000
v. Non-CFP Bowl Appearance	\$50,000
vi. CFP Playoff Appearance	\$50,000
vii. Each CFP Playoff Win (including first-round bye)	\$50,000
viii. CFP National Champion	\$100,000
- b. APR Rates Incentive (awarded once):

i. APR for a particular academic year does not become public until May of the following calendar year. Coach agrees that APR Rate Incentives are to be paid when these metrics become public (e.g. 2023-2024 APR Rates will become public in May of 2025).	
ii. Greater than or equal to 950 (2023-24 & beyond)	\$10,000
iii. Greater than or equal to 960 (2023-24 & beyond)	\$15,000
iv. Greater than or equal to 970 (2023-24 & beyond)	\$20,000

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- c. Ticket Sales Increase Incentive:
- i. Coach shall be entitled to an incentive in the event ticket sales increase during his tenure. The parties acknowledge that odd-numbered years feature a non-conference home game against New Mexico State University which skews ticket sales figures. Therefore, the parties agree that base ticket sales ("Base Ticket Sales") shall be defined as the prior year's gross ticket revenue from Football ticket sales posted to the Football index in the UNM Banner system prior to any contributions from the Athletics Department's multi-media rights partner; provided that in years in which UNM plays NMSU at home, the Base Ticket Sales for that season shall be calculated as the gross ticket revenue from the season, minus individual game ticket sales from the UNM / NMSU home game, plus an average of the single game ticket sales from non-conference games in the season prior.
 - ii. For the 2024 season, the previous year's Base Ticket Sales shall be calculated as the prior season's total Football ticket revenue, less the single game ticket revenue collected from the 2023 NMSU Home Football Game.
 - iii. If Base Ticket Sales increase, Coach shall earn the following incentives:
 1. 15% increase in Base Ticket Sales: \$15,000, split evenly with \$7,500 paid to Coach and an increase of \$7,500 to the Football Program budget
 2. 25% increase in Base Ticket Sales: \$25,000, split evenly with \$12,500 paid to Coach and an increase of \$12,500 to the Football Program budget
 3. 50% increase in Base Ticket Sales: \$50,000, split evenly with \$25,000 paid to Coach and an increase of \$25,000 to the Football Program budget

Coach will be eligible for incentive salary payments after completing the Contract Year in which the incentive is earned. Incentive payments, if any will be paid no later than **thirty (30) days** from the DIA's timely determination that the specified criteria have been met. Coach understands and agrees that incentive payments, if any, are taxable compensation and that Coach is solely responsible for the tax consequences associated therewith.

The incentives contemplated by this Section are contingent upon sufficient appropriations being available to fund them. In the event that the legislature of the state of New Mexico reduces its appropriation to the University or to the Athletic Department below the level funded as of July 1, 2023, these incentives shall be paid in the reasonable discretion of the DIA.

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 DIA, Coach may earn other athletics-related income during the period of this Contract. 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 Coach is solely responsible for any tax liability associated with such activities.
- a. 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 all generally applicable University policies as well as the terms of UNM Athletics' Camp Manual Policy and Procedures provided by the UNM Athletics Compliance office. Coach acknowledges that these policies, procedures and rules include, but are not limited to policies and rules regarding: licensing of University logos, trademarks, copyrighted material and the images and likenesses of University students and employees; income reporting; background checks; minors on campus; discrimination and harassment; and the appropriate use of University facilities. University campus facilities for such activities shall be provided by the University to Coach at the lowest posted

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rate available to the public. These activities are performed in addition to Coach's assigned duties and responsibilities, and shall not interfere with his assigned duties and responsibilities. Coach shall receive no compensation from the University in connection with these activities. Coach understands and agrees that Coach 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 University policy 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.

- b. With the written permission of the DIA, Coach may contract with third parties related to the provision of or advertising for athletic-related apparel. However, such contracts shall not interfere with or diminish the value of any similar agreement the University may have with the same or other third parties. Coach shall receive no compensation from the University in connection with such third-party contracts, and Coach understands and agrees that Coach is solely responsible for any tax liability associated with them and that the University shall have no liability or responsibility for any claims arising therefrom.

6. 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 Football 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 Football program that is characterized by excellence, exemplified by academic achievement and development of character, maturity and a sense of fair play in Football. 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 Football 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 head football coaching 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, discipline, and terminate assistant Football coaches and Football Program staff, not in violation of UNM Policy, federal or state employment laws. All decisions regarding hiring, disciplining and firing of coaches and Football Program staff shall be subject to the final approval of the DIA. The University acknowledges and agrees that the assistant coach and Program staff salary pools shall be evaluated by the DIA in good faith on an annual basis.
- c. Coach shall require and use his best efforts to ensure that institutional control of the Football 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 prejudicial to the best interests of the University, or that materially violates the University's mission.
- 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 or as may be required by law or a court order.
- 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 dealings and activities with the public

7. **Conduct of Athletics Personnel:** Coach, hired to administer, conduct, and 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 serious incidents of misconduct that undermines these values may constitute grounds for discipline, which may include termination for cause in accordance with Section 11.

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 Football program and other programs of intercollegiate athletics and the reputation of the University. Therefore, Coach agrees that Coach shall, in a timely manner, first direct any complaint or criticism that Coach may have of the Football Program, Athletics Department or the University to the DIA before directing the complaint or criticism to anyone else. Further, Coach shall make reasonable efforts to project a positive image with respect to the University, Athletics Department, and Football Program.

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

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information concerning the University. This shall not prohibit Coach from making communications protected by whistleblower laws.

Conduct by Coach materially inconsistent with this Section shall constitute grounds for discipline, which may include termination for cause in accordance with Section 11.

8. **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. Involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;
 - c. Involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
 - d. 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 (the "Clery Act"), Title IX of the Education Amendments of 1972, 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 pursuant to and as described in Section 11.

9. **Compliance With Laws, Policies, Rules and Regulations:** UNM shall provide Coach with relevant applicable and ongoing training. 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 promptly 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 oeounm@unm.edu. Failure by Coach to report promptly 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 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 pursuant to and as described in Section 11.

If the University determines that Coach is in material violation of MWC or NCAA rules and regulations while employed by the University, or was in material 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 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 pursuant to and as described in Section 11. If Coach knowingly or recklessly 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 materially 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 pursuant to and as described in Section 11.

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

- 10. 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 11, 12 and 13 of this Contract.
- 11. 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. The parties agree that the following non-exclusive list also constitutes cause for termination under this Section. Notwithstanding the foregoing and the following, University acknowledges and agrees that it is not the intent of the University for this Contract to be terminated for Cause for minor, technical, or otherwise immaterial defaults or insignificant violations that do not entail the risk of damage to the University's reputation, regulatory, monetary or other civil damages to the University or criminal or institutional penalties. Moreover, where appropriate, prior to invoking its right to terminate this Contract for Cause, University agrees that it shall afford Coach with a reasonable opportunity to cure a default in a timely manner, provided such default is of a nature that is capable of being cured, as determined in University's discretion.
- a. insubordination;
 - b. 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;
 - d. 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. a determination by the DIA, the Mountain West Conference or the NCAA that: i) Coach or a member of Coach's coaching staff or administrative staff acting under Coach's supervision, direction or control (regardless of whether or not a final determination has been made by the appropriate body with respect to the conduct constituting such violation) has committed a Level I or Level II Violation or repeated Level III violations of NCAA rules, or violation of Mountain West Conference rules, or University rules, regulations or policies as are in place now or that may as may be adopted or amended during the Term, unless Coach can clearly and affirmatively demonstrate that Coach promoted an atmosphere of compliance and monitored Coach's staff in the specific subject matter

areas in which the violation(s) occurred and that Coach was neither aware nor complicit in the commission of the violation(s), or, ii) Coach has failed to cooperate fully in any NCAA, Mountain West or University infractions process;

- f. Coach's failure to promote an atmosphere of compliance or failure to properly and effectively monitor personnel under his supervision and direction which results in non-compliance by those 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. 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 or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law;
- h. 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. pleading no contest to, 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 or (iii) constitutes moral turpitude or breaches the moral and ethical standards applicable to Coach as a visible representative of the University;
- k. violation of policies, rules, or regulations of the University; infractions of the MWC or NCAA rules (including any similar infraction which may have occurred at Coach's prior employment); violations of New Mexico or federal laws, regulations, or policies;
- l. 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 damage to the reputation or dignity of the University or its athletics program;
- m. participation 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, instructing, 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 NCAA bylaws, New Mexico or Federal law, or University policy 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 ensure the physical and mental wellbeing of student athletes on the Football team;
- p. conduct injurious to the University's Intercollegiate Football Program or the University;

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If this Contract is terminated for cause, the University shall have no further liability except for Base Salary, Media Compensation, Program Compensation, Incentive Compensation 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. 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 (for not more than 30 days). This provision does not in any way alter the parties' agreement that no provisions of the University Administrative Policy manual addressing or governing separation of employment, discipline or contract employees generally are applicable to Coach or that no due process guarantees relating to progressive discipline, suspension, discharge, and appeal processes are accorded to Coach under this Contract.

12. Termination by Request of Coach: Coach may terminate this Contract at any time upon written notice to the DIA. In the event that Coach terminates this Contract pursuant to this Section, the University shall have no further liability except for Base Salary, Media Compensation, Program Compensation, Incentive Compensation, and benefits accrued to the date of termination.

Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term stated in Section 2 will cause irreparable harm to the athletic programs of the University in an uncertain amount not susceptible to precise calculation or quantification. Therefore, if Coach terminates this Contract to accept another position, he agrees to pay, and the University agrees to accept, as liquidated damages and not as a penalty, the sums stated below, based upon the year of termination:

Contract Year One:	\$3,000,000
Contract Year Two:	\$2,000,000
Contract Year Three:	\$750,000
Contract Year Four:	\$500,000
Contract Year Five:	\$300,000

The payments contemplated by this Section shall be made by Coach in approximately equal monthly payments to University 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 until paid.

13. Termination by Request of University: The University may 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, Coach's employment

relationship with the University as Head Football Coach 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 11, the University agrees to pay, and Coach agrees to accept, as severance, the below based upon the year of termination:

Contract Year One:	100% of total remaining Base Salary, Media Compensation, and Program Compensation due to Coach through the otherwise unexpired Term
Contract Year Two:	100% of total remaining Base Salary, Media Compensation, and Program Compensation due to Coach through the otherwise unexpired Term
Contract Year Three:	100% of total remaining Base Salary, Media Compensation, and Program Compensation due to Coach through the otherwise unexpired Term
Contract Year Four:	70% of total remaining Base Salary, Media Compensation, and Program Compensation due to Coach through the otherwise unexpired Term
Contract Year Five:	60% of total remaining Base Salary, Media Compensation, and Program Compensation due to Coach through the otherwise unexpired Term

The applicable liquidated damages formulas described in this Section shall be deemed a severance payment to Coach and 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, on the last day of each month following termination, with New Mexico and federal tax withholdings associated with the payment of salary withheld, until paid. Coach understands and agrees that there will be no retirement withholding or contribution on the severance payments 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 Base, Media, Program, and Incentive 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 mutually determined by the University and Coach (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 making reasonable, good faith and diligent efforts to obtain other employment. Should Coach obtain employment as a Division I head football coach in Contract Years One, Two or Three, 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 actually earned or received, 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.

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

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severance shall be reduced, dollar for dollar, 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.

This subsection 13.b shall not apply if termination pursuant to Section 13 occurs in Contract Years Four or Five.

- c. **Notice:** Coach shall promptly, but no less than ten (10) days from acceptance of other employment as a Division I head football coach, 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.

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 notice required by this Section. Additionally, no notice from the University shall be required for the Contract to expire by its terms on the later of **November 30, 2028 or the day after the team's least game of the 2028 season**, and there exists no expectancy of renewal of this Contract.

The parties intend for all payments and benefits under this Section of the Contract to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Section of the Contract as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Contract, references to a "termination", "termination of employment" or like terms shall mean "separation from service." For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Section of the Contract shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

14. **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 whosoever hereunder except to pay Coach his Base Salary, Media Compensation, Program Compensation, Incentive Compensation, and benefits accrued to the date of termination.
15. **Complete Employment Contract:** This Employment 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 Coach's employment by the University are deemed incorporated into this Contract 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 Contract exist.
16. **Severability:** If any provision of this Contract 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 Contract. The Parties shall replace any invalid or unenforceable provision with a


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valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

17. **Governing Law and Forum:** This Contract, and any other amendments, shall be governed by and construed in accordance with the laws of the State of New Mexico.
18. **Waiver:** No waiver by either party of any rights under this Contract will be valid unless set forth in a writing signed by that party. The failure of either party to insist upon strict performance of this Contract shall not be construed as a waiver of any of the party's other rights under the Contract.
19. **Captions:** The captions used herein are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
20. **Mandatory, Binding 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, and hereby waive any rights to file suit in a court of law on any such claims.
21. **Electronic Signature Validity:** Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this Contract bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

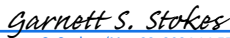
IN WITNESS HEREOF this Employment Contract has been duly executed by the parties hereto on the respective dates appearing below each party signature.

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


Eddie Nuñez (May 22, 2024 09:08 MDT)

Eduardo J. Nuñez
Vice President
Director of Intercollegiate Athletics

Date: May 22, 2024


Garnett S. Stokes (May 22, 2024 14:55 MDT)

Garnett S. Stokes
President

Date: May 22, 2024

COACH


bronco mendenhall (May 22, 2024 08:13 MDT)

Bronco Mendenhall
Head Coach / Football

Date: May 22, 2024

Coach's Initial _____