



December 13, 2024

**Jason Eck
2418 E 3rd Street
Moscow, ID 83843**

RE: Memorandum of Understanding Offer
Head Football Coach – University of New Mexico

Dear Jason,

It is with great pleasure that I offer you the position of Head Football Coach for the University of New Mexico. You shall report to the Vice President and Director of Athletics. This Memorandum of Understanding (“MOU”), which presents the material terms of our offer, will be incorporated into a formal employment contract with the University of New Mexico for execution at the earliest possible date. Such formal employment contract shall be subject to approval by the President of the University of New Mexico and shall supersede this Memorandum of Understanding. Your acceptance of this offer will constitute a binding agreement between you and the University. The employment contract will be for a term of 5 years, effective as of December 14, 2024 (“Effective Date”), and ending on December 31, 2029 (“Term”). A “Contract Year” shall be the period from January 1 to December 31, except for Contract Year One which shall run from the Effective Date to December 31, 2025.

Your compensation as Head Football Coach will be the following:

- Annual guaranteed compensation (Base Salary, Media Compensation, and Program Compensation) of:
 - Year one: = \$1,150,000
 - Year two: = \$1,200,000
 - Year three: = \$1,250,000
 - Year four: = \$1,300,000
 - Year five: = \$1,350,000
- Incentive compensation for achieving athletic performance goals as follows (cumulative):
 - Appearance in Mountain West Conference Championship Game = \$25,000
 - Mountain West Championship = \$50,000
 - Mountain West Coach of the Year = \$25,000
 - National Coach of the Year = \$50,000
 - Non-CFP Bowl Appearance = \$25,000
 - CFP Playoff Appearance = \$50,000
 - CFP Playoff Win (including first-round bye) = \$50,000
 - CFP National Champion = \$100,000
- Incentive compensation for achieving academic performance goals as follows:
 - APR Rates (awarded once):
 - Greater than or equal to 950 (2023-24 & beyond) = \$10,000
 - Greater than or equal to 960 (2023-24 & beyond) = \$15,000
 - Greater than or equal to 970 (2023-24 & beyond) = \$20,000



- Ticket Sales Increase Incentive:
 - 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.
 - For the 2025 season, the current year’s Base Ticket Sales shall be calculated as the current season’s total Football ticket revenue, less the single game ticket revenue collected from the 2025 NMSU Home Football Game.
 - If Base Ticket Sales increase, Coach shall earn the following incentives:
 - 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
 - 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
 - 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
- Full standard benefits on the same terms as provided by the University to all professional employees, with contributions and benefit amount based upon the base salary where relevant.
- A moving allowance of \$30,000 for your household moving expenses in accordance with University policy, repayable in the event of termination within the first contract employment year by you, or termination for cause within the first contract employment year by the University. The moving allowance shall be awarded in your first paycheck from the University, subject to typical tax withholdings.
- A courtesy vehicle (determined at the University’s discretion) will be provided by the University, subject to typical tax withholdings.
- Club membership at one or more local Country Clubs will be provided, subject to typical tax withholdings.
- Tickets to home games for Football, Men’s Basketball, and other sports requested by the Coach and approved by the Director of Athletics, subject to typical tax withholdings.

Among other terms, your employment contract will include the following:

- You shall be prohibited from receiving benefits or compensation other than as described above from any other source without prior written approval by the Vice President and Director of Athletics.
- If you terminate the contract, or if the contract is terminated for cause, the University shall not be liable for any payments or benefits after the date of termination.
- If you or the football program are found by the University to have violated NCAA rules and/or regulations, whether while employed by the University or prior to employment by the University, or to have failed to report a violation that you know about, or to have failed to prevent or stop a violation that you knew about, you shall be subject to disciplinary or corrective action including termination of employment for cause
- The standard University provision for termination for cause.
- **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.

- Severance: In the event of termination of this Contract by the University other than for cause, 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: 75% of total remaining Base Salary, Media Compensation, and Program Compensation due to Coach through the otherwise unexpired Term

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

Contract Year Five: 50% 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.

- 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 football-related 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 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 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.

- **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 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:	\$4,000,000
Contract Year Two:	\$2,000,000
Contract Year Three:	\$750,000
Contract Year Four:	\$500,000
Contract Year Five:	\$300,000

- The University agrees to satisfy your buyout obligation to the University of Idaho and to cover any tax liability amount(s) so that it is tax-neutral to you, if applicable. The Coach must provide appropriate documentation demonstrating the tax liability amount(s).
- As an employee of the University, the head coach will be subject to all policies and provisions of the University of New Mexico employee policy manual, provided, however, that no provisions of the University Administrative Policy manual (UAP) addressing or governing separation of employment, discipline or contract employees generally shall apply to your contract and no due process guarantees relating to progressive discipline, suspension, discharge, and appeal processes are accorded to you.

Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this MOU is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this MOU 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.

While these terms are contingent upon our executing an employment contract, I trust that every reasonable effort will be made to mutually conclude that process within 60 calendar days of your start date. However, this Memorandum of Understanding will serve as the contract if a formal contract is not signed within 60 calendar days. It is understood and agreed that the employment contract will supersede these terms and conditions.

It is with great anticipation and enthusiasm that I offer you the position of Head Football Coach at the University of New Mexico. Assuming that you are amendable, please indicate your acceptance by signing below. I have every confidence that you will lead our football program with integrity and pride, and I look forward to welcoming you as a member of the Lobos family.

Sincerely,

Fernando Lovo
Fernando Lovo (Dec 14, 2024 00:57 MST)

Fernando Lovo
Vice President and Director of Athletics
University of New Mexico

Accepted: Jasper Eck
Jasper Eck (Dec 14, 2024 00:36 MST)

Date: 12/14/2024











University of New Mexico - MOU 12.13.24

Final Audit Report

2024-12-14

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-  Signer jason_eck@yahoo.com entered name at signing as Jason Eck
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-  Document e-signed by Jason Eck (jason_eck@yahoo.com)
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-  Signer flovo@unm.edu entered name at signing as Fernando Lovo
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-  Document e-signed by Fernando Lovo (flovo@unm.edu)
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