



THE UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131

Dyche, Heather C.

UNM ID: [REDACTED] Position Number: S09757 Job Suffix: 00

Athletics Women's Soccer - 925H5

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

Head Coach - Y7020

for the period of service from 1/1/2018 to 6/30/2020.

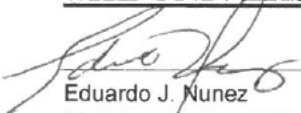
ANNUAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$100,000.08	30.00	100	1/1/2018	6/30/2020	\$8,333.34	30.00

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

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

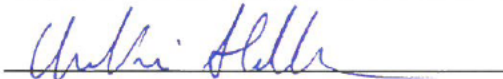
I accept the appointment described above.

THE UNIVERSITY OF NEW MEXICO


Eduardo J. Nunez

Dir, Intercollegiate Athletics, Intercollegiate Athletics

Date: 1-19-18



Chaouki T. Abdallah

Interim President, President's Office

Date: 1/24/18

EMPLOYEE


Heather C. Dyche

Head Coach, Women's Soccer

Date: 1-19-18

INTERCOLLEGIATE ATHLETICS

Employment Contract Amendment

Name: Heather Dyche	Contract Type: Multi-Year	Sport: Soccer - Women
Title: Athletic Coach 4 (Y7020)	Working Title: Head Coach/Women's Soccer	

This Employment Contract Amendment ("Amendment") amends the Employment Contract Addendum ("Addendum") between **The Regents of the University of New Mexico ("University")** and **Heather Dyche ("Coach")** on or about January 24, 2018. All capitalized terms used herein have the meanings defined in the Addendum.

The Parties agree to amend the Addendum as follows: Paragraph 3 of the Addendum is amended to include the following section:

Paragraph 3, Section C. **Incentive Salary:**

Effective as of Contract Year 1 (July 1, 2019 through June 30, 2020), you will also be eligible for the following incentive payment

Coach is eligible for incentive payments according to the following criteria.

Coach is eligible for incentive payment upon achieving performance criteria established by the DIA in his exclusive discretion, and which are subject to annual review and revision by the DIA. An incentive payment is a direct cash payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than **sixty (60)** days after the end of such Contract Employment Year. 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.


Additionally, effective as of Contract Year 2 (July 1, 2019 through June 30, 2020), you will also be eligible for the following incentive payment.

Academic Progress Rate (APR) 985 or greater	\$2,500.00
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If earned, Coach will be eligible for such incentive salary payment after completing the Contract Employment Year in which the incentive is earned. The Incentive payment, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year


IN WITNESS HEREOF this Amendment 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**

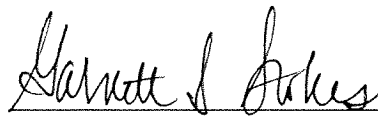


Eduardo J. Nuñez
Director of Intercollegiate Athletics
Date: 7-30-19

COACH



Heather Dyche
Head Coach/Women's Soccer
Date: 8-2-19



Garnett S. Stokes
President
Date: 10/14/2019

**ADDENDUM TO EMPLOYMENT CONTRACT
OF
HEATHER DYCHE, HEAD COACH/WOMEN'S SOCCER**

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 Heather Dyche ("Coach Dyche"). Together, this Addendum and Coach Dyche's standard printed contract shall be referred to as the "Agreement."

1. **POSITION:** Coach Dyche shall be responsible for all duties assigned by and under the direct supervision of the Director of Intercollegiate Athletics (DIA). Coach Dyche shall devote full-time to the duties and responsibilities of Head Coach/Women's Soccer and shall not engage in any other athletics-related employment, except as specifically approved by the DIA or as provided below.
2. **SALARY AND CONTRACT PERIOD:** The contract term shall be for five (5) years for the period January 1, 2018 through June 30, 2023 (the "Contract Term"), which constitutes five (5) separate and distinct contract employment years (each a "Contract Employment Year" or collectively the "Contract Employment Years"). After Contract Employment Year 1, each Contract Employment Year shall commence on July 1 and terminate on June 30 of the respective year. Initially, Coach Dyche's annual base salary will be one hundred thousand Dollars (\$100,000.00) per Contract Employment Year (January 1, 2018 – June 30, 2020). Effective July 1, 2020, Coach Dyche's salary will increase to one hundred five thousand dollars (\$105,000.00) and shall remain the same for the next three (3) Contract Employment Years. Agreement shall automatically terminate upon Coach Dyche's death or permanent disability ("permanent disability" shall mean six (6) consecutive months of incapacity preventing Coach Dyche from performing the essential functions of her job). Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach Dyche may accrue up to 168 hours of paid annual leave but will not be entitled to payment for unused annual leave upon separation from employment as provided in UAPPM #3400, Annual Leave, Section 7.
3. **OTHER COMPENSATION:** Coach Dyche 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 Dyche's personal and business use. Coach Dyche 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 Dyche 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 Dyche understands and agrees that the provision of a courtesy car is in the exclusive discretion of the DIA, and that Coach Dyche will surrender any courtesy car provided upon request of the DIA. Coach Dyche further understands and agrees that any courtesy car provided pursuant to this paragraph constitutes taxable compensation to Coach Dyche and that Coach Dyche is solely responsible for the tax consequences associated therewith.

- b. All compensatory benefits are subject to compliance with University policies and procedures, the Mountain West Conference (MWC) rules and regulations, and the NCAA policies and procedures.
- 4. 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 Dyche may earn other athletics-related income during the period of this Addendum. Coach Dyche understands and agrees that such activities are independent of Coach Dyche's University employment and the University shall have no liability or responsibility for any claims arising therefrom. Coach Dyche 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 Dyche's advance written requests pursuant to this paragraph shall include the sources and amounts of any independent income contemplated by this paragraph. Coach Dyche understands and agrees that she is solely responsible for any tax liability associated with such activities.

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

- 5. CONDUCT OF ATHLETICS PERSONNEL: Coach Dyche, 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 Dyche understands and agrees that honesty and sportsmanship at all times, and the promotion of the honor and dignity of fair play in the context of the high standards associated with collegiate competitive sports, are material to this Agreement, and that any conduct that undermines these values may be grounds for discipline, which can include termination for cause in accordance with paragraph 8.
- 6. UNETHICAL CONDUCT: Coach Dyche 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 Dyche's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;
- e. Receipt of benefits by Coach Dyche for facilitation or arranging a meeting between a student-athlete and an agent, financial advisor, or a representative of an agent or advisor;
- f. Refusal to furnish information relevant to an investigation of a possible violation of federal or state law or University policy when requested to do so by lawfully authorized federal or state agents or University officials; or
- g. Refusal to comply with regulatory or policy requirements, including but not limited to the reporting requirements imposed by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, Title IX of the Education Amendments of 1972 (the "Clery Act"), and any and all University policies relating thereto.

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

7. COMPLIANCE WITH LAWS, POLICIES, RULES AND REGULATIONS: Coach Dyche shall be responsible for being fully knowledgeable of, and being in full compliance with, the policies, rules, and regulations of the University, the MWC, or any other conference with which the University may elect to affiliate, the NCAA (all as currently in force and as amended from time to time), as well as applicable federal laws, including, but not limited to the Clery Act; Title IX of the Education Amendments of 1972; as applicable New Mexico laws; and University policies regarding crime reporting and sexual harassment, including, but not limited to sexual harassment, sexual misconduct, and sexual violence. Coach Dyche shall immediately report any apparent or confirmed violations of the above laws, policies, rules, and regulations occurring in the Department to the Associate Director, Athletics/Admin. If the University determines that Coach Dyche 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 Dyche shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure and may be suspended by the University at the University's sole discretion for a period of time without pay, or terminated as described in paragraph 8. If Coach Dyche fails to meet her obligations as stated in this paragraph and/or fails to complete any University-required campus security authority training within six (6) months of the Effective Date of her employment, or otherwise has failed or refused to meet her obligations under any law, regulation, policy or procedure, Coach Dyche may be subject to disciplinary action up to and including termination as described in paragraph 8. Coach Dyche specifically acknowledges and agrees that her compliance with applicable laws, policies, rules, and regulations are material obligations of this Agreement. Coach Dyche shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach of any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the DIA. Such approval shall not be

unreasonably withheld. Failure to provide such notice to the DIA shall constitute a material and actionable breach of this Agreement.

8. TERMINATION OF AGREEMENT FOR CAUSE: The University reserves the right to terminate this Agreement for “adequate cause” at any time. “Adequate cause” includes violation of any material obligation of Coach Dyche under this Agreement or any amendments thereto; insubordination; neglect of duty; malfeasance; conduct involving moral turpitude; any criminal conviction; major or repeated minor violation of policies, rules, or regulations of the University; major or repeated secondary infractions of the MWC or NCAA rules (including any similar infraction which may have occurred at Coach Dyche’s prior employment); major or repeated minor violation of New Mexico or federal laws, regulations, or policies; failure to ensure such compliance by her staff or student-athletes in the Women’s Soccer program where applicable; willful or grossly negligent conduct injurious to the intercollegiate Women’s Soccer program at the University; or, any other reason constituting adequate cause for termination pursuant to official written employment policies of the University and/or its Athletics Department. If this Agreement is terminated for adequate cause, the University shall have no further liability except for base salary and fringe benefits accrued to the date of termination.
9. TERMINATION BY REQUEST OF COACH DYCHE: Coach Dyche may terminate this Agreement at any time upon thirty (30) days’ notice to the DIA. In the event that Coach Dyche terminates this Agreement pursuant to this paragraph, the University shall have no further liability except for base salary as specified in paragraph 2 above accrued to the date of termination. Coach Dyche understands and agrees that termination of this Agreement pursuant to this paragraph 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, Coach Dyche agrees to pay to the University, as liquidated damages (the “Liquidated Damages”) and not as penalty, a sum of Fifty Thousand Dollars (\$50,000.00) in the event that Coach Dyche terminates this Agreement before the completion of Contract Employment Year 1, Fifty Thousand Dollars (\$50,000.00) before the completion of Contract Employment Year 2, Fifty Thousand Dollars (\$50,000.00) before the completion of Contract Employment Year 3, Fifteen Thousand Dollars (\$15,000.00) before the completion of Contract Employment Year 4, and no Liquidated Damages in the event that Coach Dyche terminates this Agreement in the final (Year 5) Contract Employment Year. Pursuant to this paragraph, 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 Dyche’s damages owed to the University pursuant to this paragraph and the University shall seek no other remedies or damages whatsoever against Coach Dyche related to Coach Dyche’s termination of this Agreement
10. TERMINATION BY REQUEST OF UNIVERSITY: The University may voluntarily terminate this Agreement at any time by giving Coach Dyche thirty (30) days’ written notice. No notice from the University shall be required for the Agreement to expire by its terms.

Severance. In the event of termination of this Agreement by the University other than for cause as defined in paragraph 8 above during the first, second or third year of the contract, the University may initiate and Coach Dyche may agree, if she so chooses, to accept payment of her base salary, as described in paragraph 2 above, for the remainder of the contract employment year and an additional fifty-thousand (\$50,000.00). If termination occurs in the fourth year, the University will pay Coach Dyche the base salary only through the end of the current employment year. If termination occurs in

the fifth year, the University will pay Coach Dyche the base salary only through the end of the employment contract. Any additional sum shall be deemed as severance payment to Coach Dyche.

- (a) This additional sum shall be deemed a severance payment to Coach Dyche. The sum described in this paragraph 10 will be paid in monthly payments to Coach Dyche, with New Mexico and federal tax withholdings associated with the payment of salary, until paid in full. Coach Dyche understands and agrees that there will be no retirement withholding or contribution on the severance payments described in this paragraph, and that no benefits of any kind will accrue to Coach Dyche as a result of such payment. Coach Dyche agrees that as a condition of receiving any severance payments under this paragraph 10, except for any earned but unpaid compensation to the date of termination and any legally protected rights Coach Dyche has under any employee benefit plan, Coach Dyche must execute a comprehensive release in the form to be determined by the University, in its sole discretion (the "Release"). Severance payments will not commence until Coach Dyche has fully executed the Release. If Coach Dyche brings a claim or lawsuit against the University, Coach Dyche will forfeit her right to receive any severance payments from the University, and will repay to the University any amounts received by her under this paragraph 10.
- (b) Mitigation/Offset. Coach Dyche agrees that the University's obligation to make payments under this paragraph 10 shall be subject to Coach Dyche's obligation to mitigate her damages by making reasonable, good faith and diligent efforts to obtain comparable employment as soon as reasonably possible after termination of this Agreement. Comparable employment includes employment as a head or assistant soccer coach at a Division I college or university or professional team. Should Coach Dyche obtain such comparable employment, University's financial obligations under paragraph 10 shall cease so long as Coach Dyche's monthly compensation from such comparable employment, including base salary, deferred compensation, public relations and bonuses and incentive salary, but excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, club memberships and use of vehicles ("Monthly Compensation"), is equal to or greater than University's obligation to pay severance under this paragraph 10, prorated on a monthly basis.

If Coach Dyche's Monthly Compensation from such comparable employment is less than University's monthly obligation to pay severance under paragraph 10, the amount of University's obligation to pay severance shall be reduced by the amount of Coach Dyche's Monthly Compensation from such comparable employment.

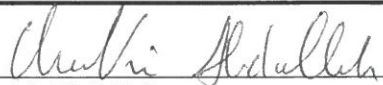
If, after diligent efforts to obtain comparable employment as described above, Coach Dyche obtains employment that is not comparable employment, her income from such employment (plus or minus raises and adjustments) shall be off-set against University's obligations to pay severance under paragraph 10. Any amount received in mitigation of damages by Coach Dyche that acts as an offset against the amount being paid contractually by the University shall apply retroactively.

(c) Notice. Coach Dyche 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 Dyche for the employment during the Term of this Agreement. In addition, Coach Dyche agrees to provide the University with a copy of her W-2 form for each calendar year as long as the University has the obligation to make severance payments under this paragraph 10.

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

11. COMPLETE AGREEMENT: The standard printed employment contract and this Addendum/Agreement to that contract, and any Exhibits attached hereto and incorporated herein by reference, constitute the final and complete agreement between the parties. Any amendments or further addenda, hereafter agreed to by both parties, shall be in writing and executed with the same formality. All prior and contemporaneous negotiations and agreements pertaining to this Agreement are deemed incorporated into this Agreement and such documents and instruments are deemed to have been abandoned if not so incorporated. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.
12. 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.
13. GOVERNING LAW AND FORUM: This Agreement, and any other amendments or addenda, shall be governed by and construed in accordance with the laws of the State of New Mexico and the policies and procedures of The University of New Mexico Board of Regents. If either the University or Coach Dyche brings any proceeding against the other arising out of this Agreement, each party agrees that such proceeding may be brought only in the County of Bernalillo, State of New Mexico, absent federal subject matter jurisdiction.

THE UNIVERSITY OF NEW MEXICO



Chaouki Abdallah
Interim President

Date: _____

2/12/18

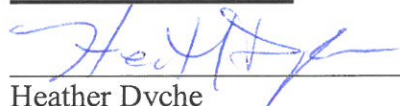


Eduardo J. Nuñez
Director of Intercollegiate Athletics

Date: _____

Jan. 30, 2018

COACH DYCHE



Heather Dyche
Head Coach/Women's Soccer

Date: _____

1/26/18