



THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

**Congleton, Paula**

UNM ID: [REDACTED] Position Number: S01540 Job Suffix: 00

**Athletics Softball - 925H0**

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

**Head Coach -**

for the period of service from 7/1/2017 to 6/30/2021.

ANNUAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$95,000.04	48.00	100	7/1/2017	6/30/2021	\$7,916.67	48.00

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**

*Janice Ruggiero*  
Janice Ruggiero  
Interim Director, Intercollegiate Athletics

Date: 7/19/17

*Chaouki Abdallah*  
Chaouki Abdallah  
Interim President, President's Office

Date: \_\_\_\_\_

**EMPLOYEE**

*Paula Congleton*  
Paula Congleton  
Head Coach, Softball

Date: 7/19/2017



**ADDENDUM TO EMPLOYMENT CONTRACT  
OF  
PAULA CONGLETON, HEAD COACH/ SOFTBALL**

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

1. **POSITION:** Coach Congleton shall be responsible for all duties assigned by and under the direct supervision of the Associate Athletic Director, Sports Administration. Coach Congleton shall devote full-time to the duties and responsibilities of Head Coach/Softball and shall not engage in any other athletics-related employment, except as specifically approved by the Director of Intercollegiate Athletics ("DIA") or as provided below.
2. **SALARY AND CONTRACT PERIOD:** The contract term shall be for four (4) years for the period July 1, 2017 through June 30, 2021 (the "Contract Term"), which constitutes four (4) separate and distinct contract employment years (each a "Contract Employment Year" or collectively the "Contract Employment Years"). Coach Congleton's base salary will be Ninety Five Thousand Dollars (\$95,000.00) per Contract Employment Year. Effective July 1, 2018, and each Contract Employment Year thereafter within the Contract Term, Coach Congleton's base salary may be adjusted in accordance with the Regents' annual salary review for staff as provided in University Administrative Policies and Procedures Manual (UAPPM) #3500, Wage and Salary Administration, Section 4.1. Coach Congleton understands and agrees that this Agreement does not guarantee or entitle Coach Congleton to any annual increases in base salary. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach Congleton 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 Congleton 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 Congleton's personal and business use. Coach Congleton shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and will Congleton the University as a third party beneficiary of such insurance policies. In addition, Coach Congleton 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 Congleton understands and agrees that the provision of a courtesy car is in the exclusive discretion of the DIA, and that Coach Congleton will surrender any courtesy car provided upon request of the DIA. Coach Congleton further understands and agrees that any courtesy car provided pursuant to this paragraph 3(a) constitutes taxable compensation to Coach Congleton and that Coach Congleton is solely responsible for the tax consequences associated therewith.



- b. Incentive Payments: An incentive payment is a direct cash payment over and above Coach Congleton's base salary, in an amount to be determined by the DIA in his exclusive discretion and subject to availability of funds. Coach Congleton is eligible for an 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. Coach Congleton will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year. No incentive salary payments will be paid in any Contract Employment Year where the team either exceeds its approved budget or has any academically ineligible players after summer school. Coach Congleton understands and agrees that incentive payments, if any, are taxable compensation to Coach Congleton and that Coach Congleton is solely responsible for the tax consequences associated therewith.
  - c. 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 Congleton may earn other athletics-related income during the period of this Addendum. Coach Congleton understands and agrees that such activities are independent of Coach Congleton's University employment and the University shall have no liability or responsibility for any claims arising therefrom. Coach Congleton 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 Congleton's advance written requests pursuant to this paragraph shall include the sources and amounts of any independent income contemplated by this paragraph. Coach Congleton understands and agrees that she is solely responsible for any tax liability associated with such activities.

With the written permission of the DIA, Coach Congleton may organize and conduct a camp, clinic, lessons, or sports league pursuant to the Athletics Department's summer camp policy. Coach Congleton 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 Congleton's assigned duties and responsibilities, and shall not interfere with those assigned duties and responsibilities. Coach Congleton shall receive no compensation from the University in connection with these activities. Coach Congleton 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 Congleton shall be responsible for obtaining general liability insurance in accordance with insurance laws of the State of New Mexico, and will Congleton the University as a third party beneficiary of such insurance policies. Coach Congleton 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 Congleton, 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 Congleton 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 below, TERMINATION OF AGREEMENT FOR CAUSE.

6. UNETHICAL CONDUCT: Coach Congleton 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 Congleton's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;
- e. Receipt of benefits by Coach Congleton for facilitation or arranging a meeting between a student-athlete and an agent, financial advisor, or a representative of an agent or advisor (e.g., "runner");
- f. Refusal to furnish information relevant to an investigation of a possible violation of federal or state law or University policy when requested to do so by lawfully authorized federal or state agents or University officials; or
- g. Refusal to comply with regulatory or policy requirements, including but not limited to the reporting requirements imposed by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, Title IX of the Education Amendments of 1972 (the "Clery Act"), and any and all University policies relating thereto.

Coach Congleton's agreement to refrain from unethical conduct is a material term of Coach Congleton's employment and this Agreement. Coach Congleton expressly understands and acknowledges that unethical conduct is sufficient justification for Termination for Agreement for Cause as described in paragraph 8 below, TERMINATION OF AGREEMENT FOR CAUSE.

7. COMPLIANCE WITH LAWS, POLICIES, RULES AND REGULATIONS: Coach Congleton 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

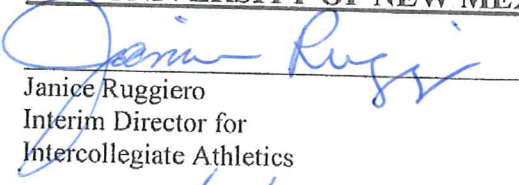


reporting and sexual harassment, including, but not limited to sexual harassment, sexual misconduct, and sexual violence. Coach Congleton shall immediately report any apparent or confirmed violations of the above laws, policies, rules, and regulations occurring in the Department to the Associate Director, Athletics/Admin. If the University determines that Coach Congleton 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 Congleton 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 below, TERMINATION OF AGREEMENT FOR CAUSE. If Coach Congleton fails to meet her obligations as stated in this paragraph 7 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 Congleton may be subject to disciplinary action up to and including termination as described in paragraph 8 below, TERMINATION OF AGREEMENT FOR CAUSE. Coach Congleton specifically acknowledges and agrees that her compliance with applicable laws, policies, rules, and regulations are material obligations of this Agreement. Coach Congleton 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 Congleton 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 Congleton'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 softball program where applicable; willful or grossly negligent conduct injurious to the intercollegiate softball 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. CONTRACT NON-RENEWAL: The DIA shall notify Employee one (1) month prior to expiration of the Contract Term of a decision not to renew this Agreement. Coach Congleton understands that the period for notice of non-renewal stated in this paragraph 9 is less than the notice period provided in UAPPM #3240, Contract Employees, and expressly agrees to the notice period provided in this paragraph 9. The Agreement's scheduled expiration date may be extended to include this notice period. The obligations of the University and Employee pursuant to this Addendum/Agreement shall terminate with the termination or non-renewal of Coach Congleton's employment, or in the event Coach Congleton secures other employment during the noticed period.

10. MOVING EXPENSE REIMBURSEMENT: Moving expenses, if any, incurred by Coach Congleton in undertaking employment with the University will be reimbursed as provided in UAPPM #4020, Moving Expenses, not to exceed Five Thousand Dollars (\$5,000.00) without prior approval from DIA. If Employee resigns or is terminated by the University for cause as described in paragraph 8 above, TERMINATION OF AGREEMENT FOR CAUSE, before the completion of Contract Employment Year 2 (6/30/2019), Coach Congleton understands and agrees that she shall reimburse the University in full for the moving expenses paid to Coach Congleton pursuant to this paragraph 10 payable within 60 days.
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 Congleton brings any proceeding against the other arising out of this Agreement, each party agrees that such proceeding may be brought only in the County of Bernalillo, State of New Mexico, absent federal subject matter jurisdiction.

THE UNIVERSITY OF NEW MEXICO

  
Janice Ruggiero  
Interim Director for  
Intercollegiate Athletics

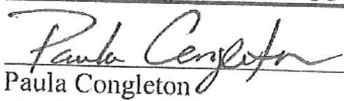
Date: 7/19/17

  
Chaouki Abdallah  
Interim President/President's Office

Date: 7/20/2017

July 18, 2017

COACH CONGLETON

  
Paula Congleton  
Head Coach/Softball

Date: 7/19/2017