

## INTERCOLLEGIATE ATHLETICS

### Employment Contract – ASSISTANT COACH

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**Name:** Rotschiller, Jake      **Contract Type:** Single Year      **Sport:** Football  
**Title:** Athletic Coach 2 (Y2020)      **Working Title:** Assistant Coach/Football

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This Employment Contract, ("Contract") is entered into between **The University of New Mexico ("UNM" or "University")** and **Jake Rotschiller ("Coach")**.

1. **Position:** Coach shall be responsible for all duties assigned by and under the direct supervision of the Head Coach/ Football and the Director of Intercollegiate Athletics ("DIA"). Coach shall devote his full-time efforts to the duties and responsibilities Assistant 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 the prior approval of the Head Coach and DIA. Such approval shall not be unreasonably withheld. Failure to obtain such prior approval from the Head Coach and DIA shall constitute a material and actionable breach of this Contract.
2. **Salary And Contract Period:** The Contract Term shall be for the period **January 10, 2022 through February 28, 2023**(the "Contract Term"). Coach's base salary will be **One Hundred Thousand and 08/100 Dollars (\$100,000.08)** and shall be prorated to reflect that the Contract Term runs from January 10, 2022 through February 28, 2023. 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, 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 the car donor program and in cooperation with local Albuquerque car and truck dealers, the University may provide a courtesy car for Coach's personal and business use. Coach shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and will name the University as a third-party beneficiary of such insurance policies. In addition, Coach shall comply with all other federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Coach understands and agrees that the provision of a courtesy car is in the exclusive discretion of the DIA, and that Coach will surrender any courtesy car provided upon request of the DIA. Coach further understands and agrees that any courtesy car provided pursuant to this Section constitutes taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith

  
Coach's Initial JR



goals and objectives of the University's Intercollegiate Football 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 Head Coach and DIA, including but not limited to, assisting the Head Coach in the recruitment of student athletes consistent with all NCAA and MWC regulations, coaching and instruction of student athletes as well as all responsibilities normally associated with and performed by an Assistant Coach to the 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 and University staff and faculty. Coach shall perform all duties set forth in this Contract and reasonably assigned by the Head Coach/ and 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. Coach shall be responsible for assisting the Head Coach 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.
- c. Coach shall act and speak positively about the University and the University's athletic programs in private and public forums.
- d. 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.
- e. At no time shall Coach be involved in discreditable conduct that is inconsistent with professional standards of the University, or that is seriously prejudicial to the best interests of the University, or that violates the University's mission in a substantive manner.
- f. Coach shall exercise due care such that any personnel under his responsibility or supervision shall comport themselves in a similar manner.
- g. 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.
- h. 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.
- i. 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.

  
Coach's Initial JR



Coach's agreement to refrain from unethical conduct is a material term of Coach's employment and this Contract. Coach expressly understands and acknowledges that unethical conduct is sufficient justification for Termination of Contract for Cause as described in Section 11.

- 9. Compliance With Laws, Policies, Rules and Regulations:** Coach shall be responsible for being fully knowledgeable of, and being in full compliance with, the policies, rules, and regulations of the University, the MWC, or any other conference with which the University may elect to affiliate, the NCAA (as they are currently in force and as they are amended from time to time), as well as applicable federal laws, including but not limited to the Clery Act; Title IX of the Education Amendments of 1972; applicable New Mexico laws; and University policies regarding crime reporting and sexual harassment, including, but not limited to sexual harassment, sexual misconduct, and sexual violence. Coach shall immediately report any apparent or confirmed violations of the above laws, policies, rules, and regulations occurring in the department to the university's compliance staff, the DIA, or UNM's Division of Human Resources, as well as other University official/departments as may be required by University policy. Upon receiving any information about a person who has experienced sexual misconduct, harassment, sexual assault or other sexual violence, Coach shall also report the information to UNM's Office of Compliance, Ethics and Equal Opportunity (CEEO) within 24 hours, or as soon as reasonably practicable, by calling CEEO at 505-277-5251 or by email at [oeounm@unm.edu](mailto:oeounm@unm.edu). Failure by Coach to report immediately to the University's athletics compliance staff and, as appropriate the DIA or other responsible University official/department, any alleged violations of University, MWC or NCAA policies, rules or regulations by Coach or, upon becoming aware of violations by any coaches, staff members, student-athletes, or other persons under Coach's supervision that become known to Coach, which failure, in the reasonable opinion of the DIA (i) creates material risk for the University or Program or (ii) negatively affects the University or the Program in a material manner, shall subject Coach to disciplinary or corrective action as set forth in the NCAA enforcement procedure. Such failure to report shall also subject Coach to immediate suspension, at the University's sole discretion, for a period of time without pay, or termination as described in Section 11.

If the University determines that Coach is in violation of MWC or NCAA rules and regulations while employed by the University, or was in violation of NCAA or conference rules and regulations during prior employment at another NCAA member institution, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure and may be suspended without pay by the University at the University's reasonable discretion for a period of time not to exceed ninety (90) days, or terminated as described in Section 11. If Coach fails to meet his obligations as stated in this Section or fails to complete any University-required training within six (6) months of the beginning of Coach's employment, or otherwise fails or refuses to meet his obligations under any law, regulation, policy or procedure, Coach may be subject to disciplinary action up to and including suspension and termination as described in Section 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 and 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 through 14 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. In addition to a material breach of this Contract, the parties agree that the following non-exclusive list constitutes cause for termination under this Section:

- a. insubordination;

- b. Coach's neglect of, or failure or refusal to perform, his duties as Assistant Coach in any material respect after receiving written notice of such failure or refusal from the DIA;
- c. Malfeasance involving misuse of University or donor funds;
- d. Coach's failure to comport himself in a manner consistent with good sportsmanship or the moral, ethical or academic standards specified in this Contract or in University policies and regulations;
- e. failure of Coach or any other person under his supervision and direction to comply with applicable standards or regulations of the MWC or the NCAA, federal or state law, or University rules, regulations or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences;
- f. Coach's failure to promote an atmosphere of compliance or his failure to properly and effectively monitor personnel under his supervision and direction which results in material non-compliance by Coach's personnel, with applicable standards or regulations of the MWC or the NCAA, federal or state law, or University rules, regulations, or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences;
- g. Coach's instruction to any assistant coach, student or other person to respond inaccurately or incompletely to any request or inquiry concerning a matter relevant to University's athletic programs or other institution of higher learning which shall be propounded by University, the NCAA, the MWC or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law;
- h. Coach's failure to fully cooperate in the enforcement and implementation of any drug testing and/or education program established by the University, the MWC, the NCAA, or pursuant to federal or state law that is applicable to student athletes or other employees of the University;
- i. Coach's being charged with, indicted for, pleading no contest to, or being convicted of (i) any felony; or, (ii) any misdemeanor involving gambling, drugs or alcohol. For purposes of termination of this Contract for cause, the parties agree that a conviction or plea will serve as conclusive evidence of the commission of the alleged crime by Coach;
- j. engaging in conduct which either (i) displays a continual, serious disrespect or continual, serious disregard for the mission of the University, (ii) brings Coach into public disrepute (ii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the University;
- k. 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's prior employment); major or repeated minor violation of New Mexico or federal laws, regulations, or policies;
- l. Coach's misconduct, whether or not relating to Coach's employment, which is not in the best interest of the University or which violates the University's mission, interests, policies, or regulations, and which causes material damage to the reputation or dignity of the University or its athletics program;
- m. participating in any (i) gambling, bookmaking, wagering, or betting involving any athletic contest whatsoever wither by soliciting, placing or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (ii) counseling, instruction, encouraging, or knowingly and intentionally permitting any student-athlete, assistant coach, or other individual under or subject to Coach's control, authority, or supervision to participate in such activity;



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 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 and the policies and procedures of The University of New Mexico Board of Regents.
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.

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**

  
Eduardo Nunez (Jan 14, 2022 17:02 MST)

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Eduardo J. Nuñez  
Director of Intercollegiate Athletics

Date: Jan 14, 2022

**COACH**

  
Jake Rotschiller (Jan 13, 2022 11:56 MST)

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Jake Rotschiller  
Assistant Coach/Football

Date: Jan 13, 2022

*Coach's Initial* \_\_\_\_\_