



THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

**Jade D. Ellis**

Position Number: S01802                      Job Suffix: 00

**Athletics Womens Track– 925H8**

After consultation with appropriate University authorities, it has been determined that your appointment status will be **Assistant Coach– Y1020** for the period of service from 07/01/2019 to 06/30/2020.

ANNUAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$35,499.96	12.00	100	07/01/2019	06/30/2020	\$2,958.33	12.00

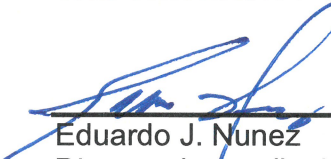
This appointment is governed by applicable policies as stated in the University’s Regents Policy Manual and the University Administrative Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations.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

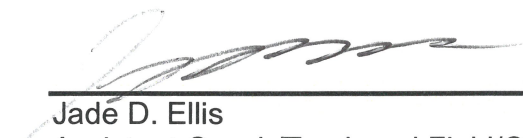
Please sign, and forward the original of this contract to the Division of Human Resources, 1700 Lomas Boulevard NE, Suite 1400, and keep a copy for your records.

I accept the appointment described above.

**THE UNIVERSITY OF NEW MEXICO**


**EMPLOYEE**

  
\_\_\_\_\_  
Eduardo J. Nunez  
Director, Intercollegiate Athletics

  
\_\_\_\_\_  
Jade D. Ellis  
Assistant Coach/Track and Field/Cross-Country

Date: 7.1.19

Date: 7/1/19

  
\_\_\_\_\_  
Garnett S. Stokes  
President, Office of the President

Date: 7/16/2019




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 he is solely responsible for any tax liability associated with such activities.

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 the terms of 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's assigned duties and responsibilities, and shall not interfere with those assigned duties and responsibilities. Coach shall receive no compensation from the University in connection with these activities. Coach understands and agrees that he 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 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.

5. **Conduct of Athletics Personnel:** Coach, 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 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 Section 8.

Coach shall not engage in activities or conduct injurious to the reputation of the University, without limitation, including repeatedly conveying to one person, or conveying to an assembled public group, negative information concerning the University. This shall not prohibit Coach from making communications prohibited by whistleblower laws.

6. **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. 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'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;
  - 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

Coach's Initial 

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

- 7. **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 (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; 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 his Head Coach or the Division of Human Resources, as well as other University officials/departments as required by University policy. Upon receiving any information about a person who has experienced sexual misconduct, harassment, sexual assault or other sexual violence, Coach must report the information to OEO within 24 hours, or as soon as reasonably practicable, by calling OEO at 505-277-5251 or by email at [oeo@unm.edu](mailto:oeo@unm.edu). 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 by the University at the University's sole discretion for a period of time without pay, or terminated as described in Section 8. If Coach fails to meet his obligations as stated in this Section and/or fails to complete any University-required campus security authority training within six (6) months of the Effective Date of his employment, or otherwise has failed or refused to meet his obligations under any law, regulation, policy or procedure, Coach may be subject to disciplinary action up to and including termination as described in Section 8.

Coach specifically acknowledges and agrees that his compliance with applicable laws, policies, rules, and regulations are material obligations 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 under this Agreement or any amendments thereto; insubordination; neglect of duty; malfeasance; conduct involving moral turpitude; being charged with, indicted for, or being convicted of either (i) any felony; or, (ii) any misdemeanor involving gambling, drugs or alcohol; 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; failure to ensure such compliance by his staff or student-athletes in the Track and Field/Cross-Country program where applicable; willful or grossly negligent conduct injurious to the intercollegiate Track and Field/Cross-Country 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 Coach one (1) month prior to expiration of the Contract Term if a decision not to renew this Agreement. Coach understands that the period for notice of non-renewal stated in this Section is less than the notice period provided in UAP 3240, Contract Employees, and expressly agrees to the notice period provided in this Section. The Agreement's scheduled expiration date may be extended to include this notice period. The obligations of the University and Coach pursuant to this Agreement shall terminate with the termination or non-renewal of Coach's employment, or in the event Coach secures other employment during the notice period.

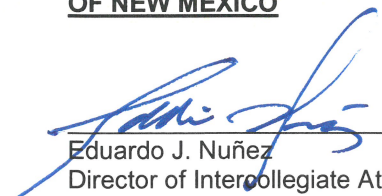
Coach's Initial 

There exists no expectancy of renewal of this Agreement beyond the term stated in Section 2 herein. Employer's failure to provide timely notice in accordance with this Section does not entitle Coach to renewal of this Agreement.

10. **Complete Agreement:** The standard printed employment contract and this Agreement to that contract, and any Exhibits attached hereto and incorporated herein by reference, constitute the final and complete agreement between the parties. In the event of a conflict between this agreement and the standard printed employment contract, the terms and conditions of this agreement shall govern. 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 verbal understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.
11. **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.
12. **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.
13. **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.

IN WITNESS HEREOF this Agreement 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: 7.1.19

**COACH**

  
\_\_\_\_\_  
Jade D. Ellis  
Assistant Coach/Track and Field/Cross-Country

Date: 7/1/19

  
\_\_\_\_\_  
Garnett S. Stokes  
President

Date: 7/16/2019

Coach's Initial 