THE UNIVERSITY OF NEW MEXICO

INTERCOLLEGIATE ATHLETICS
Employment Contract – ATHLETICS ADMINSTRATION

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| **Name:** Waller, Robert | **Contract Type:** Single Year | **Department:** Administration |
| **Title:** Sr Assoc AD,Hlth & Perf | **Working Title:** Senior Associate Athletic Director, Health and Performance | |

This Employment Contract, ("Contract") is entered into between **The University of New Mexico ("UNM"** or **"University")** and **Robert Waller ("Employee")**.

1. **Position:** Employee shall be responsible for all duties assigned by and under the direct supervision of the Vice President and Director of Athletics ("VP/AD"). Employee shall devote his full-time efforts to the duties and responsibilities of **Senior Associate Athletic Director, Health and Performance** and shall not engage in any other athletics-related employment, except as specifically approved by the VP/AD or as provided below. Further, under no circumstances, shall Employee interview for, negotiate for, or accept employment as an employee 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 VP/AD. Such approval shall not be unreasonably withheld. Failure to obtain such prior approval from the VP/AD shall constitute a material and actionable breach of this Contract.

2. **Salary and Contract Period:** The Contract Term shall be for the period **July 1, 2026 through June 30, 2027** (the "Contract Term"). Employee's base salary will be **One Hundred Twenty-Five Thousand Dollars ($125,000.00).** Employee will not be entitled to salary increases as provided in University Administrative Policy (UAP) 3500, Wage and Salary Administration, Section 4.1. Employee understands and agrees that this Contract does not guarantee or entitle Employee 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 Employee 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 VP/AD, 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 Employee 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, Employee shall receive from the University the following compensation:

    a. **Car Donor Program:** Employee shall receive an automobile allowance of **Five Hundred Dollars ($500.00)** per month, payable monthly and subject to withholding as required by law. This automobile allowance is in lieu of the University furnishing Employee with an automobile for official use, and Employee agrees to use his personal automobile for that purpose. Employee understands and agrees that the value of this allowance is likely taxable compensation to Employee, and that Employee is solely responsible for tax consequences.

    b. **Travel:** At the VP/AD's sole discretion, Employee's spouse or domestic partner (as described in UAP 3790, Domestic Partners) and minor dependent children (together, "Family Members") may be added to the official University travel party for regular season away and post-season games within the continental United States. Travel costs for Family Members (including but not limited to costs of transportation, lodging, food and incidentals) shall be at Employee's expense, unless determined by the VP/AD, in his sole discretion, that funds and logistics allow for the University to provide for any or all of such costs. Employee understands and agrees that any value received by

*Employee's Initial* RW

Employee under this provision likely is taxable compensation to Employee, and that Employee is solely responsible for the tax consequences associated therewith.

c. **Sporting Event Tickets**: Employee, upon request, shall be entitled to receive four (4) complimentary tickets to each University Men's Basketball, Women's Basketball and Football games hosted by the University's Athletics Department. Employee is solely responsible for any tax consequences associated with receiving such tickets.

Employee understands agrees that all compensation set forth in this Section is subject to compliance with University policies and procedures, the Mountain West Conference (MWC) rules and regulations, and the NCAA policies and procedures.

4. **Incentive Salary:** An incentive payment is a direct payment over and above the Employee's base salary, in an amount to be determined by the VP/AD subject to the approval of the University President or designee and subject to availability of funds. Employee is eligible for an incentive payment upon achieving performance criteria established by the VP/AD in his exclusive discretion, and which are subject to annual review and revision by the VP/AD. Employee will be eligible for such incentive salary payments after completing the Contract Term in which the incentive is earned. Incentive payments, if any, will be paid no later than **ninety (90)** from the VP/AD's determination that the specified criteria have been met. In order to be eligible for incentive payments under this provision, Employee must be currently employed by the University at the time that the incentive payment is due. Employee understands and agrees that incentive payments, if any, are taxable compensation to Employee and that Employee is solely responsible for the tax consequences associated therewith.

5. **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 VP/AD, Employee may earn other athletics-related income during the period of this Contract only as set forth below. Employee understands and agrees that such activities are independent of Employee's University employment and the University shall have no liability or responsibility for any claims arising therefrom. Employee 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. Employee's advance written requests pursuant to this Section shall include the sources and amounts of any independent income contemplated by this Section. Employee understands and agrees that Employee is solely responsible for any tax liability associated with such activities.

   With the written permission of the VP/AD, Employee may organize and conduct or be employed by a camp, clinic, lessons, or sports league pursuant to the Athletics Department's summer camp policy. Employee understands and agrees to comply with all generally applicable University policies, NCAA and MWC rules, as well as the terms UNM Athletics' Camp Manual Policy and Procedures provided by the UNM Athletics Compliance office. Employee acknowledges that these policies, procedures and rules include, but are not limited to policies and rules regarding: licensing of University logos, trademarks, copyrighted material and the images and likenesses of University students and employees; income reporting; background checks; minors on campus; discrimination and harassment; and the appropriate use of University facilities. These activities are performed in addition to Employee's assigned duties and responsibilities, and shall not interfere with those assigned duties and responsibilities. Employee shall receive no compensation from the University in connection with these activities. The parties further agree that when employed by a third-party pursuant to this Section and performing duties for said third-party, Employee will not be considered an employee of UNM for any purpose, including, but not limited to wages, workers' compensation, insurance, bonding, holidays, pensions, retirement plans or any other benefits afforded to employees of UNM. Employee understands and agrees that Employee 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. Employee 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. Employee agrees to indemnify the University and hold it harmless from any claims arising out of any camp-related activities.

***Employee's Initial*** RW

6. **Duties and Responsibilities:** Under the supervision and direction of the VP/AD, Employee shall be responsible for assisting the VP/AD to achieve, in an efficient and effective manner, the goals and objectives of the Department of Intercollegiate Athletics as established by the VP/AD. 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 athletics program that is characterized by excellence, exemplified by academic achievement and development of character, maturity and a sense of fair play in athletics. To that end:

    a. Employee shall perform his duties and responsibilities under this Contract to the reasonable satisfaction of the VP/AD, including but not limited to, overseeing assigned sports programs by advising coaching staff in the recruitment coaching and instruction of student athletes of student athletes consistent with all NCAA and MWC regulations, as well as all responsibilities normally associated with and performed by a sports administrator in a NCAA Division I athletics program at a member institution of the Mountain West Conference or other major NCAA Division I institution. Employee agrees to maintain a courteous and collegial working relationship with Athletics Department and University staff and faculty.

    b. Employee shall require and use his best efforts to ensure that institutional control over assigned departments is sustained through the development, implementation and maintenance of a vigorous and effective program for compliance with all NCAA, MWC regulations and bylaws, and all policies of the University.

    c. Employee shall act and speak positively about the University and the University's athletic programs in private and public forums.

    d. Employee 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 Employee 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. Employee shall exercise due care such that any personnel under his responsibility or supervision shall comport themselves in a similar manner.

    g. Employee shall make every reasonable effort to assist those responsible (*e.g.,* Head Coaches) to ensure that all student athletes' academic requirements are met in cooperation with and in support of the University faculty and administration.

    h. Employee recognizes and supports the importance to the University of its academic policies, standards and requirements and Employee 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. Employee 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.

    j. Employee, as a recognized and notable spokesperson for intercollegiate athletics and education, shall support the University administration mission, policies and decisions, in all of his dealing and activities with the public

7. **Conduct of Athletics Personnel:** Employee, hired to administer assigned departments that support 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. Employee

***Employee's Initial*** RW

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 Contract, and that any conduct that undermines these values may be grounds for discipline, which can include termination for cause in accordance with Section 11.

Employee acknowledges that negative statements concerning the Athletics Department, the University, and the State of New Mexico made to the media or in public may be detrimental to recruiting, fundraising, and the morale of coaches, staff and student athletes and the reputation of the University. Therefore, Employee agrees that Employee is highly encouraged that whenever appropriate and in a timely manner, will first direct any complaint or criticism that Employee may have of a particular University Sports Program, the Athletics Department or the University to the VP/AD before directing the complaint or criticism to anyone else. This shall not prohibit Employee from making communications protected by whistleblower laws. Further, Employee shall make reasonable efforts to project a positive image with respect to the University and Athletics Department. Any conduct that disparages the Athletics Department or the University may be grounds for discipline, which can include termination for cause in accordance with Section 11.

Employee shall not engage in activities or conduct injurious to the reputation of the University, including without limitation, repeatedly conveying to one person, or conveying to an assembled public group, negative information concerning the University.

8. **Unethical Conduct:** Employee 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. Involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;

    c. Involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;

    d. Furnishing the NCAA or the University false or misleading information concerning Employee's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;

    e. Receipt of benefits by Employee 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 when otherwise required to report under University policy; 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.

Employee's agreement to refrain from unethical conduct is a material term of Employee's employment and this Contract. Employee 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:** Employee 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

***Employee's Initial*** RW

University policies regarding crime reporting and sexual harassment, including, but not limited to sexual harassment, sexual misconduct, and sexual violence. Employee 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 VP/AD, 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, Employee 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 ceeo@unm.edu. Failure by Employee to report immediately to the University's athletics compliance staff and, as appropriate the VP/AD or other responsible University official/department, any alleged violations of University, MWC or NCAA policies, rules or regulations by Employee or, upon becoming aware of violations by any coaches, staff members, student-athletes, or other persons under Employee's supervision that become known to Employee, which failure, in the reasonable opinion of the VP/AD (i) creates material risk for the University or Program or (ii) negatively affects the University or the Program in a material manner, shall subject Employee to disciplinary or corrective action as set forth in the NCAA enforcement procedure. Such failure to report shall also subject Employee 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 Employee 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, Employee 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 Employee 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 Employee's employment, or otherwise fails or refuses to meet his obligations under any law, regulation, policy or procedure, Employee may be subject to disciplinary action up to and including suspension and termination as described in Section 11.

Employee specifically acknowledges and agrees that Employee'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 Employee. No due process guarantees relating to progressive discipline, suspension, discharge, and appeal processes are accorded to Employee under this Contract. All rights, processes and notices afforded to Employee or required from Employee are specifically enumerated under sections 11, 12, and 13 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 Employee 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. Employee's neglect of, or failure or refusal to perform, his duties as Senior Associate Athletic Director, Health and Performance in any material respect after receiving written notice of such failure or refusal from the VP/AD;

    c. malfeasance;

    d. Employee'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;

***Employee's Initial*** RW

e. failure of Employee 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. Employee'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 Employee'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. Employee's instruction to any member of the Athletics Department, 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. Employee'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. criminal convictions that directly impact Employee's ability to perform their job duties or pose a risk to the University as permitted by state law;

j. engaging in conduct which either (i) displays a continual, serious disrespect or continual, serious disregard for the mission of the University, (ii) brings Employee into public disrepute (ii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Employee 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 Employee's prior employment); major or repeated minor violation of New Mexico or federal laws, regulations, or policies;

l. Employee's misconduct, whether or not relating to Employee'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 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 Employee's control, authority, or supervision to participate in such activity;

n. failure to report promptly to the VP/AD in writing any violations or potential violations known to Employee of NCAA bylaws or University policy including, but not limited to, those by Employee, coaching staff, student athletes or other persons under the direct control or supervision of Employee;

o. failure to take reasonable steps to ensure the physical and mental wellbeing of student athletes;

p. conduct injurious to the Athletics Department or the University;

***Employee's Initial*** RW

q. any violation of policies of the University or its Athletics Department.

If this Contract is terminated for cause, the University shall have no further liability except for base salary and fringe benefits accrued to the date of termination.

Nothing in this Section shall prevent, limit or otherwise interfere with the University's right to terminate the services of the Employee without cause at any time subject to the provisions of Section 12 herein. Employee expressly agrees that nothing in this Agreement creates any expectancy of or property interest in continued employment and no University Administrative Policy addressing or governing progressive discipline, discharge or the appeal process for discharge shall be applicable to Employee.

12. **Contract Non-Renewal:** Employee expressly agrees that there exists no expectancy of renewal of this Contract beyond the term stated in Section 2 herein. Employee also expressly agrees that no notice is required if this Contract will not be renewed. Employee understands that this provision contradicts UAP 3240, Contract Employees. The obligations of the University and Employee pursuant to this Contract shall terminate with his termination or the end of the Contract Term, whichever occurs first.

13. **Termination by Disability or Death**: It is expressly understood and agreed that this is a personal service agreement between the parties and that in the event of the incapacity of Employee to the degree that he is rendered incapable of performing the essential functions of Employee's with or without reasonable accommodation for a period of more than ninety (90) consecutive days, as certified by two (2) physicians selected or approved by the University, or his untimely demise, this Contract shall terminate and the University shall have no further financial or other obligation whosoever hereunder except to pay Employee his base salary and benefits accrued to the date of termination.

14. **Non-Appropriation Clause**: The terms of this Contract are contingent upon sufficient funds being available to the University for the performance of this Contract.

15. **Complete Employment Contract:** This Employment 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 Employee's employment by the University are deemed incorporated into this Contract 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 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.

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.

***Employee's Initial*** RW

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**

Ryan Berryman (Jul 23, 2026 10:52:50 MDT)

Ryan Berryman
Vice President and Director of Athletics

Date: 07/23/2026

**EMPLOYEE**

Robert Waller (Jul 23, 2026 10:49:57 MDT)

Robert Waller
Senior Associate Athletic Director, Health and Performance

Date: 07/23/2026

Terry Babbitt
Chief of Staff

Date: 07/23/2026

***Employee's Initial*** RW

# Waller_Robert 07.01.26-06.30.27

Final Audit Report 2026-07-23

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| Status: | Signed |
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Signer tbabbitt@unm.edu entered name at signing as Terry H. Babbitt

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Document e-signed by Terry H. Babbitt (tbabbitt@unm.edu)

Signature Date: 2026-07-23 - 4:55:39 PM GMT - Time Source: server- IP address: 129.24.54.211 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-07-23 - 4:55:39 PM GMT