

**THIRD AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

**CENTRAL NEW MEXICO COMMUNITY COLLEGE**

THIS THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT is made effective July 1, 2012, by and between the Governing Board of Central New Mexico Community College (the “College”) and Katharine Wilder Winograd (the “President”) and replaces and supersedes any and all prior agreements between the College and the President, to the extent inconsistent herewith.

Whereas, the College and the President previously entered into an employment agreement effective July 1, 2007 (the “**Employment Agreement**”), subsequently entered into an amended and restated employment agreement effective July 1, 2008 (the “**First Amended Agreement**”) which replaced the Employment Agreement, and subsequently entered into a second amended and restated employment agreement effective July 1, 2011 (the “**Second Amended Agreement**”) which replaced the First Amended Agreement; and

Whereas, the College and the President wish to amend the Second Amended Agreement to increase the severance benefit in the event of discharge without cause to a period of twelve months; and

Whereas, the College and the President wish to amend the Second Amended Agreement to change the name of the Retention Bonus Program to the Retention Incentive Program, to change the name of the Retention Bonus to the Retention Incentive and to provide for a 10 percent of salary Retention Incentive in lieu of a stepped percentage increase in the Retention Incentive Program; and

Whereas, the College and the President wish to amend the Second Amended Agreement to provide the President a paid sabbatical; and

Whereas, the College wishes to establish a pay for performance plan with an amount to be determined by the Governing Board on an annual basis to which the President will be entitled, in whole or in part, if the President meets or exceeds the annual goals established for the President by the Governing Board; and

Whereas, the College and the President wish to bring the terms of the Third Amended Agreement current in a fashion consistent with the terms of the Second Amended Agreement; and

Whereas, the College and the President otherwise wish to restate and incorporate the remaining not-inconsistent provisions of the Second Amended Agreement, which shall remain in effect; and

Whereas, the intent and agreement of the College and the President is reflected in this Third Amended and Restated Employment Agreement (the “**Third Amended Agreement**”), it is therefore agreed as follows:

### **AGREEMENT**

1. Employment. The College hereby employs the President and the President hereby accepts employment by the College as President of the College.

2. Term. The term of this Third Amended Agreement will be for a period of three years commencing July 1, 2012, and ending June 30, 2015, but will be renewed automatically for an additional one year at the end of each year of this Third Amended Agreement unless written notice is given by either party before the end of the year that renewal will not occur. The intent of the parties is to have a continually renewing contract for three years unless notice to the contrary is given by either party. The provisions of this Third Amended Agreement may, with agreement of the parties, be renegotiated at any time.

3. Compensation. For all services rendered under this Third Amended Agreement, the College shall pay the President a salary of \$212,180 per annum commencing on July 1, 2012, plus a 2 percent non-recurring salary increase that will become recurring if there are no budget cuts prior to December 31, 2012. The salary will be paid on the same dates as set out in the current Employee Handbook. The College will conduct an annual performance evaluation of the President and shall determine mutually agreed upon goals with the President. The College will review the President’s salary on an annual basis.

During the term of employment, the President shall be entitled to participate in employee benefit plans or programs of the College to the extent that her position, salary, age and other qualifications make her eligible to participate in such plans or programs.

a. The President shall be entitled to annual leave of 27 days per year in addition to the recognized paid holidays of the College. Unused annual leave shall accrue from year to year but shall not exceed 400 hours.

b. The President shall also be entitled to thirteen (13) days of sick leave per year. All sick leave may be accrued from one 12-month period to the next, and is subject to the maximum accruals established by the then-current Employee Handbook.

c. The College shall provide an automobile allowance for the President during the term of this Agreement in the amount of \$1,000 per month payable at the same time as salary is paid. The President shall carry liability insurance on vehicles owned or leased by the President and used in College business in the amount of, at least, \$1,000,000 per accident with an endorsement naming the College as an additional insured.

d. The President shall receive a supplemental retirement contribution within two weeks following the end of each contract year equal to 10 percent of the President’s salary to be contributed to the President’s account in the CNM Discretionary Contribution Plan, a plan

qualified under Internal Revenue Code Section 401(a) (the “**CNM Discretionary Contribution Plan**”).

e. The College has established a retention incentive program (the “**Retention Incentive Program**”), formerly known as the Retention Bonus Program, for President Winograd under the terms of which she is eligible for a retention incentive (the “**Retention Incentive**”), formerly known as the Retention Bonus, after five years of service as President of the College, assuming the availability of funds for compensation as determined by the Governing Board (the “**Retention Incentive Conditions**”), formerly known as the Retention Bonus Conditions.

i. In the event the Retention Incentive Conditions are satisfied, the President shall receive a Retention Incentive payment within two weeks following the end of each contract year equal to 10 percent of the President’s salary to be contributed to the President’s account in the CNM Discretionary Contribution Plan.

f. The President shall be entitled to a paid sabbatical of not more than two (2) months, to commence not earlier than January 1, 2014.

g. The College has established an annual pay for performance plan (the “**Pay for Performance Plan**”). The President shall be entitled to earn all or a portion of an amount established yearly by the Governing Board for the Pay for Performance Plan, assuming the availability of funds as determined by the Governing Board, based on pre-established, specific and measurable goals. Any amount earned pursuant to the Pay for Performance Plan will be paid on the same dates set out in the current Employee Handbook for the payment of employee compensation. The College will conduct an annual performance evaluation of the President and shall, with the President, determine mutually agreed upon goals and specific pay-for-performance factors for the Pay for Performance Plan for the following year.

4. Termination of Employment. During the term of this Third Amended Agreement, the College may terminate this Third Amended Agreement only for cause, including, but not limited to, dishonesty, substance abuse, conviction of a crime, insubordination, continuous unsatisfactory work performance and physical or mental inability to perform the required duties. The determination that a termination is “for cause” shall be made by the Governing Board, which should inform the President in writing of its determination, and the rationale therefor, within one (1) week of its determination. If the rationale for the determination is not provided to the President within one (1) month of her termination, her termination shall be deemed not to be for cause. The College may also terminate this Third Amended Agreement and any renewal term at any time and without cause by paying to the President an amount equal to 12 months of her then-current salary as severance in full satisfaction of all obligations owed the President.

5. Reimbursement of Expenses. On receipt of an itemized voucher, the College shall reimburse the President for expenses not reimbursed by any third party necessarily and reasonably incurred in representation and lobbying activities for the College.

6. Report to Governing Board. The President shall provide a written report to the Governing Board in June of each calendar year reporting on the status of achievement of the goals for the President and for the College previously agreed upon between the Governing Board and the President for the then-concluding contract year.

7. Binding Effect. This Third Amended Agreement constitutes the entire understanding of the parties, may be modified only in writing, is governed by the law of New Mexico, and will bind and inure to the benefit of the President and the College and its successors and assigns.

Signed this 13 day of November 2012, but effective as of July 1, 2012.

CENTRAL NEW MEXICO COMMUNITY  
COLLEGE

By \_\_\_\_\_  
Blair L. Kaufman  
Chair, Governing Board

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Katharine Wilder Winograd  
President