

LUNA COMMUNITY COLLEGE PRESIDENT CONTRACT



The Board of Trustees of the Luna Community College ("Board"), located in Las Vegas, New Mexico and Dr. Pete Campos ("President"), enter into the following contract for employment of a President of Luna Community College. This agreement supersedes and replaces all previous agreements.

- (1) The President shall be employed by the Board for a period beginning July 1, 2013, and ending June 30, 2014, as President of the Luna Community College (LCC). The Board and President may reopen negotiations at any time for extension or adjustment of this contract as permitted by law.
- (2) The President shall during the term of his employment faithfully perform the duties pertaining to his position, as described in the attached job description and other assigned duties as maybe deemed necessary by the board for the operation of LLC. In fulfilling his duties, the President shall administer the duties assigned by the Board and shall abide by the rules and regulations of the LCC, its handbook, and its Board policies. If there is any conflict between provisions of this contract and said handbook/policies, the terms of this Contract shall prevail.
- (3) This contract and the parties hereto are and shall continue to be subject to applicable laws of the State of New Mexico and the rules and regulations governing institutions of higher education as they may exist.
- (4) This contract may be canceled by the Board for cause, including unsatisfactory work performance, incompetence, insubordination, physical or mental inability to perform the required duties or for any other good and just cause, provided, that any such cancellation may be effected only in accordance with applicable legal authority, LCC regulations, and the requirements of this contract. The Agreement may not be cancelled for "unsatisfactory work performance" unless the Performance of the President remains unsatisfactory after 90 days from the date the President is first given written notice by the Board of the unsatisfactory performance, specifying the dissatisfaction and how it may be cured.
- (5) During the term of this Agreement, the President will give the Board no less than sixty (60) calendar days written notice of intention to resign. Failure to give such sixty (60) calendar day notice shall entitle the Board, as reasonable liquidated damages, to pay two weeks of salary and benefits from the date that the notice is tendered in full accord and satisfaction of its obligations under this agreement.
- (6) The President shall furnish the Board the following: (a) certificates suitable to the Board, verifying receipt of the degrees earned by the President (b) suitable evidence of date of birth; (c) such health certificates as may be required by law; and (d) any other documents as maybe required by law. Failure to furnish any of the foregoing items at the required time may result in cancellation of this contract.
- (7) The President shall accrue sick and annual leave according to LCC policy that applies to all employees. Upon completion or termination of this contract, the President will be compensated for accrued leave according to existing policy.

- (8) Subject to sufficient Legislative appropriations for the operation of LCC, the President shall receive an annual salary of \$150,000 for the term of this contract. The President's salary will be payable in regular installments, less authorized deductions. The first installment shall be due and payable on the first regular LCC salary payment date occurring after July 1, 2013.
- (9) Paragraph 8 may be amended to reflect any appropriate salary adjustment factors. The Board may, but shall not be required to, increase prospectively, but not retroactively, the salary for the President for any portion of the term governed by this contract if revenues are available to LCC.
- (10) **Liability:** The President shall be held harmless and indemnified by the Board against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as such officer, or by reason of any action alleged to have been taken, omitted or neglected by him as such officer, and the Board shall reimburse him for reasonable legal expenses incurred by him in defending any action; provided, however, that he shall not be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability where he is not acting in the course and scope of his specific duties as President or arising out of his own willful misconduct, criminal act, or gross negligence to the extent that such liability or expense is not covered by the New Mexico Public School Insurance Authority.
- (11) **Expenses:** The Board will reimburse the President \$750 per month to cover all automobile costs, wear and tear, upkeep, and mileage affiliated with his automobile travels on behalf of LCC. With regard to other non-automobile related expenses, the Board shall reimburse the President for expenses incurred in the continuing performance of the President's duties under this Agreement in accordance with the Per Diem and Mileage Act and local written policy. The President shall comply with all written reimbursement policies and procedures promulgated by the College.
- (12) **Cellular Phone/Pager:** Upon request, the Board will provide the President with a cellular phone or pager, or both, for his business use, including all monthly recurring charges at LCC expense. If the President elects to use his own cell phone for business purposes, the Board shall reimburse a reasonable monthly charge that would have been incurred by the Board in supplying the phone. Whether supplied by the Board or by the President, the phone may be used for personal calls, but the Board shall not reimburse any amount owed by reason of the personal use of the phone in excess of the usual number of minutes allowed on a calling plan covering business use.
- (13) **Consultation Activities:** The President shall be permitted to undertake writing, teaching, legislative, and speaking engagements provided that these activities do not interfere with the performance of his LCC duties. The Board understands that the President is an elected legislator and must spend time in Santa Fe and other locations to fulfill his legislative duties. The parties agree that the legislative duties of the President shall not constitute a conflict of interest with the LCC, and nothing done in the President's exercise of his legislative duties shall be cause for termination of this agreement or constitute misconduct in any way. The usual legislative duties of the President shall not be deemed to interfere with the performance of his duties under this agreement simply by reason of his absence from the LCC location or because some of his duties as President need to be conducted at a distance, rather than in person.

- (14) **Review of Performance:** The Board shall evaluate and assess the performance of the President in writing each year. The informal review will be conducted prior to February 10th. The meetings at which the Board evaluates the President shall be closed unless the Board and the President agree that such evaluation should occur in an open meeting. The evaluation format and procedure shall be in accordance with LCC's written policies and state and federal law. The Board and President shall develop in writing a mutually agreed upon evaluation process and procedure prior to November 15, 2013. If they have not agreed upon a process and procedure by those dates, the process and procedure used for the previous evaluation of the President shall be used. Upon completion of the evaluation, the Board's evaluation results will become part of the President's personnel file.
- (15) **Notification of Problems:** Regardless of the time set for a performance review, the Board shall at least informally notify the President immediately in the event that any matter comes to its attention that might indicate to the Board that there is a problem with the work performance (or any other matters specified above in paragraph 4) of the President.
- (16) **Termination Procedure:**
- A. **For Cause:** This agreement may be terminated for cause during the term of the contract as outlined in Paragraph 4. In the event that the Board proposes terminating this Agreement for cause, the President shall be afforded all rights set for the in the College's policies and applicable state and federal law. Additionally, any such termination shall occur only after the President has been provided the right to a hearing before the Board, including the right to present evidence and witnesses.
- B. **For Disability:** The President may be terminated if he becomes physically or psychologically disabled to the extent that he can no longer perform the duties of the position. The Board reserves the right to require the President be examined by physicians of its choosing for a fitness assessment. Written notice of termination shall be given to the President, along with an opportunity to meet with the Board to discuss the termination reasons. If termination does occur because of a disability, the President shall be eligible to receive his regular salary and health insurance benefits for six months from the date of termination, with continued employer contributions during that period. In exercising its rights under this Article, the Board will comply with all requirements of state and federal disability law.
- (17) **Agreement Regarding Training:** The Board and President agree to attend at least one training session during the contract term, of at least one day duration and attended by all Board members that focuses on team-building, appropriate Board and Presidential authority, compliance with Board policy, and any other training areas necessary for the improvement of the College. In addition, the President agrees that he will attend at least one conference that focuses specifically on community college trends, policies, issues, and strategies for improvement.
- (18) **Controlling Law:** This agreement shall be governed by the laws of the State of New Mexico and shall be performed in San Miguel County, New Mexico, unless otherwise provided by law.

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- (19) Complete Agreement: This contract embodies the entire agreement between the parties and except as expressly provided herein, it cannot be varied except by written agreement of the parties.
- (20) Savings Clause: In the event any one or more of the provisions of this contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions, and the remaining language shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- (21) Opportunity for Full Review: Both parties to this agreement have had an opportunity to fully review this document with their counsel. Both parties affirmatively state that they are relying only on this agreement's language and are not relying on any representations not included herein.

Dr. Pete Campos, President

2-23-13

Date of Execution

BOARD OF TRUSTEES, LUNA COMMUNITY COLLEGE

By:
Board President

2/13/13

Date of Execution

By:
Board Secretary

2/13/13

Date of Execution