WESTERN NEW MEXICO UNIVERSITY
EMPLOYMENT AGREEMENT
FOR PRESIDENT JOSÉ E. COLL

This Employment Agreement is entered effective on July 1, 2026, between José E. Coll, Ph.D. ("Dr. Coll" or "President") and Western New Mexico University, a New Mexico public institution of higher education (the "University"), acting through its governing body, the Western New Mexico University Board of Regents (the "Board"). This Agreement supersedes all other Agreements between the University and Dr. Coll.

1. <u>Employment</u>. The Board hereby employs Dr. Coll as President of the University to commence on July 1, 2026, and Dr. Coll hereby accepts employment. Dr. Coll shall be the chief executive officer of the University and shall be responsible for administering and leading the University and implementing the rules, regulations, policies and directives of the Board and applicable law. Dr. Coll agrees that he will at all times faithfully, industriously, and with the best use of his experience, ability and talent, perform all of the duties required pursuant to the terms of this Employment Agreement and the University's official policies, and as assigned by the Board. Dr. Coll is expected to devote his time, attention, and energy to the business of the University and shall not, during the term of this Employment Agreement, engage in any other business or professional activity, whether or not for profit or compensation, without the prior written permission of the Board (except for reasonable service on boards of professional educational entities). The University shall furnish Dr. Coll with all reasonable and necessary support to fulfill his duties, including, but not limited to, a private office, administrative support, laptop, peripherals, and a mobile phone.

2. <u>Term of Employment</u>. The term of this Agreement is for the period commencing July 1, 2026, and expiring June 30, 2029, subject, however, to earlier termination as provided in

this Employment Agreement. If the President remains employed as President with the University on July 1, 2027, this Contract shall automatically extend to an end date of June 30, 2031. On or before June 30, 12 months prior to the conclusion of this Employment Agreement, the Board, shall notify Dr. Coll whether it will offer to extend this Employment Agreement beyond its conclusion date, provided that no failure to timely give such notice will be construed to extend the term of this Agreement. The Board and President may reopen negotiations at any time for extension or adjustment of this Contract, as permitted by law.

3. Compensation.

3.1. Base Salary. President's annual Base Salary effective July 1, 2026, shall be Three Hundred Ten Thousand Dollars and No Cents ($310,000.00). President's annual Base Salary shall increase by the same average rate as salaries of the faculty as a whole have increased over the prior year and any increase shall be effective on the same date as any faculty salary increase is effective.

3.2. Retention incentive. The Board shall provide the President a retention incentive as follows:

> Annual payment of retention incentive upon the satisfactory (overall meets expectations) annual performance evaluation conducted by the Board of Regents for the completion of each fiscal year (FY) beginning with FY 2026-27 and subsequent fiscal years throughout the duration of this Agreement. The President shall be evaluated and any payment shall be made by no later than September 30 of each year for the previous fiscal year. If no evaluation is performed, the annual performance will default to that of "meets

expectations" and be viewed as a satisfactory annual performance for the previous fiscal year.

Any payment of the retention incentive amount, less any applicable withholding, shall be as follows:

FY 2026-27 - $25,000

FY 2027-28 - $ $30,00

FY 2028-29 - $35,000

FY 2029-30 - $35,000

FY 2030-31 - $35,000

3.2 Review of Performance. At least once per fiscal year, the Board shall meet with the President to evaluate and discuss the President's performance. A written evaluation shall be provided at the end of the applicable meeting(s). To aid the Board in such performance reviews, the President agrees to furnish such oral and written reports as may be reasonably required by the Board. 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 developed by the Board in consultation with the President and in accordance with the University's written policies and state and federal law. Upon completion of the evaluation, the Board's evaluation results shall become part of the President's personnel file.

3.3 Agreement Regarding Annual Retreat Meeting with Training. The Board and President agree to attend at least one retreat meeting each fiscal year during the contract term, of at least one day duration and attended by the President and all Board members. The intent of the retreat meeting is to focus on training for the Board and President including team building, appropriate Board and Presidential authority, compliance with Board policy, and any other training areas necessary for the improvement of the University

3.4 President's Residence. The University shall provide President with an official residence at 500 W. College Avenue, Silver City, ("Residence") in which President is required to reside and conduct University meetings and events. The Residence shall include the adjacent garage and living area above the garage. The Residence will be regularly cleaned, maintained (including utilities) and insured at University expense, except for damage and expense caused by the gross negligence of the President, his family or personal guests for which he is responsible. In the discretion of the President, portions of the Residence may be used for promoting the objectives of and the goodwill of the University. Insurance for the Residence shall extend to personal items owned by the President, family, and guest and maintained in the Residence.

3.5 Moving Expenses. The University agrees to pay directly to vendors and/or reimburse the President for reasonable moving expenses incurred for relocating to the University Residence in an amount not to exceed $25,000. Any such payments or reimbursements shall comply with any applicable University procurement policies and requirements.

3.6 Insurance, Retirement and other Benefits. In addition to those benefits specified in this Employment Agreement, beginning on or before August 1, 2026, the President will be entitled to all normal and customary fringe benefits extended to University staff, including but not limited to, sick leave, retirement, medical, dental, life insurance, workers compensation, and the right to participate in all optional insurance and retirement programs. The University shall pay 100% of the premium for the customary family health insurance to cover the President, his spouse, and dependents. Further, the University shall pay 100% of the employee portion of the standard retirement contribution and 100% of the University portion. So long as the President elects the alternative retirement plan, the University shall also make contributions in accordance with NMSA §22-11-49(B). The President shall earn annual leave at a rate of 16 hours per month or 192 hours per year. The President's annual leave balance may not exceed 160 hours per fiscal year.

3.7 Annuity. The University shall make a special annuity payment for the President at the rate of ten percent (10%) of his base salary per year to an annuity account set up for that purpose or any substitute annuity account as directed by the President. Such payment shall be made on or before June 30 prior to the conclusion of each fiscal year and shall be calculated based upon the President's base salary as set by the Board and effective on June 30 of each respective fiscal year.

3.8 Automobile. In recognition of the fact that the President's duties require automobile travel in and around the State of New Mexico and the Southwestern United States, and in lieu of providing the President a University owned vehicle, the University shall pay the President a private vehicle allowance of $1,000 per month. This provision does not affect the President's ability to seek reimbursement under the New Mexico Per Diem and Mileage Act for mileage on a personal vehicle for out-of-town travel associated with the College. It is within the President's discretion to occasionally use an NNMC vehicle for NNMC business-related transportation, to be used in a manner that would not jeopardize the monthly vehicle allowance. The President retains the option to, at any time during this Agreement, waive the monthly vehicle stipend in favor of regular use of an University vehicle for University business.

3.9 Equipment.

3.9.1 Cellular Phone. The President shall be provided with an University issued cellular telephone with basic nationwide service and text message capability to be paid by the University. The phone shall be for the purposes of conducting University business, but the Board will permit incidental personal use of the phone. The President acknowledges that the phone is University property and contents may be subject to inspection, including but not limited to, pursuant to the New Mexico Inspection of Public Records Act.

3.9.2 Laptop Computer and Peripherals. The President shall be provided with a University issued laptop and peripherals for both on-site and remote use. The laptop and peripherals shall be for the purposes of conducting University business, but the Board will permit incidental personal use of the laptop and peripherals. The President acknowledges that the laptop and peripherals are University property and contents may be subject to inspection, including but not limited to, pursuant to the New Mexico Inspection of Public Records Act.

3.10 Life Insurance: The University shall purchase and, during the term of President's employment as President, pay monthly premiums for a term life insurance policy for the President, with a term of up to fifteen years and coverage amount One Million Dollars ($1,000,000.00). Should the President elect a coverage that requires a premium greater than premium amount for the above described policy term and coverage amount, then the President is personally responsible for any difference above the University's obligation. President may elect to continue the policy after his term as President at his own cost.

4. Entertainment and Travel Expenses. The reasonable costs of all official and reasonable entertainment and travel by the President will be reimbursed or paid by the University in accordance with state law and University policy, provided that the President shall not be twice reimbursed for the same expenses reimbursed pursuant to other provisions of this Agreement. Entertainment and travel expenditures of the President shall be made subject to review by the Board as well as subject to reasonable accounting oversight by the University. A report of such expenditures shall be made at each regular Board meeting following those expenditures. These expenses shall be audited annually. Additionally, prior to the University engaging in international travel, the President shall submit a written request to the Board for consideration and possible approval of such request.

5. Professional Dues and Memberships. Provided it does not interfere with the President's administrative duties, the President may attend educational conferences, conventions, seminars and other similar professional growth activities. The President agrees to attend at least one conference annually that focuses specifically on college trends, policies, issues, and strategies for improvement. In FY 2026-27 or as soon as practicable thereafter, President agrees to attend the Harvard Seminar for New Presidents at the Harvard Graduate School of Education. The reasonable expenses in connection with such activities, current

professional licenses, and membership in professional organizations shall be paid by the Board, upon prior authorization by the Board.

6. **Executive Coaching and Transition Support:** To support the President's successful transition and ongoing leadership effectiveness, the University agrees to fund professional executive coaching services for the President during the first twelve (12) months of this Agreement. The President shall have the sole discretion to select an executive coach of their choosing. In accordance with the University's procurement practices, the University shall directly pay to the services provider or reimburse the President for the reasonable professional fees and associated expenses for these services, up to a maximum of $5,000 total for the twelve month period. It is explicitly agreed that the relationship between the President and the executive coach is strictly confidential, and the coach shall not report to, nor be asked to share information with, the Board or any other University official.

7. Eligibility for Faculty Tenure. Immediately upon signature of this Agreement, the Board shall request that the faculty of the Department of Social Work conduct an expedited review of the President's curriculum vitae and academic record. Upon the conclusion of this review and the receipt of a favorable recommendation, and in accordance with existing University tenure procedures, the Board shall officially confer upon the President the rank of Full Professor with continuous tenure. This appointment is made in recognition of the President's distinguished academic record and includes all rights, privileges, and responsibilities associated with such status.. Upon termination of this Employment Agreement and provided that this

Employment Agreement has not been terminated for just cause or disability pursuant to Section 7, below, President may elect to continue employment with the University as a tenured Full Professor with salary and benefits then-commensurate those provided to tenured professors with similar experience and course load. If the President elects to continue employment as a tenured Full Professor, the President will carry out the duties of a faculty member subject to University conditions, requirements, and restrictions for all tenured faculty.

8. Termination. This Employment Agreement may be terminated by:

8.1. Mutual written agreement of the parties. Dr. Coll shall vacate the official Residence on the effective date of such written agreement unless a variance is granted in writing by the Board beyond that date.

8.2. Resignation or retirement by Dr. Coll. Dr. Coll may resign his employment by providing at least six (6) months' written notice of his resignation, unless a lesser period of notice is mutually agreed upon in writing. Dr. Coll shall vacate the official Residence on the effective date of his resignation. Unless good cause is shown, upon resignation or retirement, Dr. Coll shall be provided the status of President emeritus with all rights and privileges thereto.

8.3. Death of Dr. Coll. In the event of Dr. Coll's death, his dependents shall have ninety (90) days from the date of his death to vacate the President's Residence.

8.4. Termination for Just Cause. The Board may terminate Dr. Coll's employment for just cause in accordance with the Board of Regents Manual. Dr. Coll shall vacate the President's Residence within thirty (30) days of the date of his termination pursuant to this paragraph.

8.5. Termination at the request of the Board. The Board shall have the right to terminate this Employment Agreement in its discretion for the best interests of the University. To do so, the Chairman of the Board shall provide Dr. Coll thirty (30) days' notice of a meeting of the Board at which such termination will be considered. In the event of such termination, Dr. Coll will continue to receive the Base Salary provided for in Paragraph 3.1 for the balance of the Term of this Agreement, or a period of eighteen (18) months from the Board's vote, whichever is less, or the equivalent amount in a lump sum payment, less any applicable withholding, at the University's option. Dr. Coll shall vacate the official Residence within thirty (30) days of the date of his termination pursuant to this paragraph.

8.6. Disability. If the Board determines that Dr. Coll may be disabled due to accident, mental or physical illness, or for any reason becomes physically and/or mentally incapable of performing the requirements of this Employment Agreement, the Board shall have the right to require Dr. Coll to submit to a medical examination, either physical or mental, by a physician licensed to practice medicine, selected by the Board at University expense. If the Board determines in the manner stated above and at its discretion that Dr. Coll is disabled and cannot perform the requirements of this Employment Agreement, this Employment Agreement shall terminate at a date specified by the Board. In such event, Dr. Coll will continue to receive the compensation and medical and dental insurance benefits provided for in this Agreement for a period of six (6) months or the equivalent amount in a lump sum payment, less any applicable withholding, at the University's option. In the event of Dr. Coll's disability, he or his dependents shall have ninety (90) days from the date of the Board's determination of his disability to vacate the official Residence.

9. Merger. This Employment Agreement, including any attachments and appendices hereto, contains the complete agreement concerning the employment arrangement between the

parties and shall supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Employment Agreement except such representations as are specifically set forth herein and each of the parties acknowledges that it has relied on its own judgment in entering into this Employment Agreement.

10. Modification of Agreement. No waiver or modification of this Employment Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by the party to be charged therewith. The parties further agree that provisions of this paragraph may not be waived except as herein provided.

11. Waiver of Breach. No waiver by either party of any rights under this Employment Agreement 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 Employment Agreement shall not be construed as a waiver of any of the party's other rights under the Employment Agreement.

12. Non-Assignable. This Employment Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both parties.

13. Severability. The terms of this Employment Agreement are severable such that if any term or provision is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14. Governing Law. This Employment Agreement is governed by and to be construed in accordance with the laws of the State of New Mexico by a court of competent jurisdiction in the State of New Mexico and Dr. Coll consents to personal jurisdiction over Dr. Coll by the courts in the Sixth Judicial District Court of the State of New Mexico.

15. Regent's Approval. This Employment Agreement is subject to approval by the Board and shall only become effective upon ratification by the Board at an open, public meeting.

BOARD OF REGENTS
WESTERN NEW MEXICO UNIVERSITY

By______________________ Date: 3/17/2026
Steve Neville
Chair, Board of Regents

Accepted:______________________ Date: 03-16-2026
José Coll, Ph.D.
President