

EMPLOYMENT CONTRACT
JULY 1, 2015
LARAMIE COUNTY COMMUNITY COLLEGE DISTRICT
PRESIDENT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as “Contract”) replaces all existing contracts and modifications, and is made this ____ day of _____, 2015, with the appointment to be effective as of July 1, 2015, by and between the Board of Trustees of Laramie County Community College (hereinafter referred to as “Board”) and Dr. Joseph Schaffer (hereinafter referred to as “President”).

WHEREAS, the Board desires to continue to employ the President, and

WHEREAS, the President has served the College as President since 2012 and desires to continue to be employed by the Board as President of Laramie County Community College (hereinafter referred to as “the College” or “LCCC”); and

WHEREAS, the Board and President mutually desire to enter into a written contract for employment as President of LCCC; and

WHEREAS, President agrees to devote his full time, attention, and best efforts to the performance of the duties of the office, which duties include those delineated within this Contract as well as directives and administrative functions assigned by the Board; and,

WHEREAS, President shall at all times discharge his duties in consultation with and under the supervision of the Board and shall make his principal office at 1400 East College Drive, Cheyenne, WY 82007; and

WHEREAS, the Board desires to retain the services of President under the terms and conditions set forth herein;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

I. DUTIES AS PRESIDENT

President shall act as the chief administrator of the College and perform all duties required by law, statutory and otherwise, by this Contract, and by custom and practice to be performed by a college president and the same as have been heretofore performed and by assignment from the Board, including but not limited to:

1. Implement policies set forth by the Board;
2. Assume ultimate authority and responsibility for the supervision and leadership of College personnel, including all benefitted employees and part-time, non-benefitted

- employees, including adjunct faculty, student employees, clerical, maintenance and service workers;
3. Serve as a member of the Laramie County Community College Foundation and assume an active role in fund-raising activities;
 4. Coordinate and provide leadership for short and long-range planning and make budget determinations to ensure needs are being met;
 5. Submit recommendations to and assist the Board in developing policy;
 6. At all times keep the Board fully informed of all activities at the College, especially those activities or issues which cause apprehension regarding: the functioning of personnel; budgetary problems; and over-or-under- enrollment of students; and shall provide to the Board whatever special reports, requests for information or other items of information requested;
 7. Implement actions taken by the Board;
 8. Oversee the development and implementation of administrative procedures;
 9. Employ the highest quality employees in accordance with Equal Employment Opportunity laws;
 10. Provide direct supervision over the President's cabinet, assistant to the President and Secretary to the Board of Trustees, and work with them to assure the highest quality service in those areas;
 11. Be involved in community activities and be a part of public relations for the College;
 12. Organize the institution for efficient accomplishment of the College mission and vision as approved by the Board;
 13. Use negotiation skills to bring together the diverse opinions of the College's employees and constituents;
 14. Serve on statewide President's Council and Wyoming Community College Commission committees and national committees as directed by the Board.

The Board reserves the right to assign or reassign the duties the President will perform as the Board in its discretion may determine.

II. DEVOTE BEST EFFORTS TO SERVE AS PRESIDENT

President agrees to devote, faithfully, industriously, and with maximum application of experience, ability and talent, his full-time attention and energies to his duties as President of Laramie County Community College.

Said duties shall be rendered at the campus of the College in Cheyenne, Laramie, Pine Bluffs, F. E. Warren Air Force Base, and at such other place or places that the Board and President shall deem appropriate for the interest, needs, business or opportunity of the College.

III. EXCLUSIVE EMPLOYMENT

During the term of this Contract, the President shall remain exclusively employed by the Board and shall not become employed by any other entity until the effective date of the termination of this Contract. The term "employed" shall not be construed to include occasional teaching, writing, or consulting work that does not interfere with the President's ability to effectively perform his assigned duties under this Contract. Also, the expenditure of reasonable amounts of time for charitable and professional development activities, without remuneration, shall not be deemed a breach of this Contract, provided such activities do not interfere with the services required to be rendered to Board under the provisions of this Contract.

IV. TERM OF APPOINTMENT AND EVALUATION

This Contract commences effective on the 1st day of July 2015, and continues through and including the 30th day of June 2016. The Contract is automatically extended on July 1st of each year commencing on July 1, 2016 for one additional year, for a three (3) year term.

The Board shall evaluate the President annually. The evaluation shall include, but not be limited to: Board-President relationships; community relations; staff, student, administrative and faculty relationships; educational programs; business and financial matters; professional and leadership achievement; and the achievement of previously set goals and objectives. At the time of the evaluation, the Board may, in its discretion, extend this appointment for an additional year and may increase the President's compensation based on performance. Extensions of this contract must be contained in a written agreement signed by the President and the Board and adopted at a meeting open to the public.

V. COMPENSATION AND BENEFITS

The Board shall pay to the President an annual salary, payable in equal monthly installments in accordance with the College's scheduled payroll dates. The salary and benefits to be paid to the President during this Contract shall be as follows:

1. Salary. For all services rendered under this Contract the Board shall pay the President a salary of \$190,000.00 for the first year of the contract term, \$197,500.00 for the second year, and \$205,000.00 for the third year of the contract term. Salary shall include deductions for local, state, and federal taxes and employee benefits. The Board may, at its discretion, adjust the annual salary based on performance or in conjunction with increased compensation packages (e.g., cost of living adjustment, state-funded pay raises, etc.) applicable to other employees of the College.
2. Automobile. In lieu of use of a College-owned car, the Board shall provide the President with an allowance in the amount of \$650.00 per month for an automobile, with appropriate inclusion of reportable income, if any, in accordance with the Federal and State income tax requirements. The President is responsible for all car payments, insurance, and upkeep. The President shall have a College-provided purchasing card for fuel associated with College business.

3. Electronic Device Allowance. The President shall be paid an electronic device allowance of \$100.00 per month to cover the costs incurred from obtaining a cellular or smart phone through which College business is conducted.
4. Housing. During the course of carrying out his duties, it is expected at times the President will open his home to various individuals and groups. Therefore the Board shall provide the President with an allowance in the amount of \$1,000.00 per month for housing with appropriate inclusion of reportable income, if any, in accordance with the Federal and State income tax requirements. President is responsible for all mortgage payments, insurance, and upkeep on his home.
5. Insurance Premiums. The Board shall pay the employer's share of the premiums for the President's medical, dental, vision insurance for himself as set forth in Appendix A. Selections will be made accordingly during the open enrollment period.
6. Retirement. The Board shall pay the employer's required contributions to the President's TIAA-CREF retirement account.
7. Leaves of Absence. The Board shall provide the President with the same vacation, holiday and leave benefits provided to the regular administrative employees at LCCC. Accordingly, the President shall accrue leave as delineated in the College's Policy 6.6, and Procedures 6.6.1P and 6.6.2P. President shall not take vacation, personal or professional leave if such leave interferes with properly discharging the duties under the terms of this Contract. Any unused vacation days shall be paid to President upon termination of the Contract per College Policy.
8. Educational and Other Benefits. Except as otherwise provided for within this Contract, the President shall be provided all benefits provided to all employees as described within Policy 6.4 and Procedure 6.4P.

VI. EXPENSES AND TRAVEL

The President shall be reimbursed for all reasonable and necessary expenses incurred by the President in the performance of the duties set forth in this contract. The President agrees to maintain and furnish an accounting of expenses provided for in this Contract in reasonable detail made available to the Board upon request.

The Board shall allow the President's spouse to attend at the College's expense, charitable, social, civic, and professional functions which in the opinion of the President are appropriate and beneficial to LCCC as a goodwill ambassador. In this role, expenses of the President's spouse shall be paid by the College or reimbursed in a not-to-exceed total amount of \$2,500.00 per each fiscal year.

VII. COLLEGE PUBLIC RELATIONS ALLOWANCE

The Board encourages the President to attend and where appropriate give speeches at local businesses and social gatherings and to host appropriate social events sponsored by the College. The Board shall provide funding each year for reasonable expenses incurred by the President for College-related public relations to be determined at the Board's discretion.

VIII. WORKING FACILITIES AND WORK PRODUCT

The President shall be furnished with a private office, secretarial assistance, and such other facilities, computers and related equipment, and services suitable to the position and adequate for the performance of his duties. All correspondence, papers, documents, reports, files, films, work products and all copies thereof received or prepared by the President in the course of performing, or as an incident to the President's duties and responsibilities hereunder shall immediately upon such receipt and preparation become the exclusive property of the College for any and all purposes. All items described above shall be provided to and left with the College upon termination of this appointment except as otherwise agreed by the Board.

IX. TERMINATION BY COLLEGE

The parties agree that a majority of the Board may terminate this Contract prior to its normal expiration, without cause, if a majority of the Board decides, in its sole discretion, that it would be in the best interest of the College to do so. To exercise this option, the Board shall deliver to the President written notice of the Board's intent to terminate, which notice shall be effective 60 days after the date the notice is delivered. In such event, the Board, in full satisfaction of its obligations herein, shall pay the President a sum of two-month's salary (excluding benefits), as liquidated damages. Thereafter, the Board and College shall have no further obligations under this Contract. In no event shall the Board or College be liable for the loss of any collateral, business opportunities, or any other benefits, prerequisites, or income from any source that may ensue as a result of the Board's termination of this Contract.

Notwithstanding any other provision set forth herein, the parties may agree to termination of this Contract upon terms and conditions, which are mutually acceptable to both parties.

X. ENTIRE AGREEMENT; MODIFICATION

This Contract constitutes the entire understanding between the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified, unless in writing, signed by the parties hereto.

XI. SEVERABILITY

The terms of this Contract are severable, such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

XII. GOVERNING LAW, FORUM AND SOVEREIGN IMMUNITY

This Contract shall be interpreted and construed in accordance with the laws of the State of Wyoming, which shall be the forum for any lawsuit arising from or incident to this Contract. Further, the Board and College do not waive their governmental/sovereign immunity by entering into this contract and specifically retain all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. §§ 1-39-101, et seq., and all other applicable laws.

XIII. WAIVER

No delay or failure to enforce any provision of this Contract shall constitute a waiver or limitations of rights enforceable under this Contract.

XIV. AVAILABILITY OF FUNDS

The Board and College’s payment obligation is conditioned upon the availability of funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by the President the Board may terminate the Contract at the end of the period for which funds are available. No penalty shall accrue to the Board or the College in the event this provision is exercised, and the Board and College shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit the Board to terminate this contract in order to acquire similar services from another party.

XV. ASSIGNMENT

This Contract is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both parties.

IN WITNESS WHEREOF, Dr. Joe Schaffer, President, and the Chair of the Board of Laramie County Community College have executed this Contract on this ____ day of _____, 2015.

LARAMIE COUNTY COMMUNITY COLLEGE
Board of Trustees

Ed Mosher
Chair of the Board

PRESIDENT

Dr. Joe Schaffer

Appendix A

Types of Coverage

Medical Insurance:

Cigna Medical Expenses Option II
Active Employee – Family

Dental Insurance:

Delta Dental of Wyoming
Preventative and Optional – Family

Vision Insurance

VSP Vision
Employee + 2 or More – Plan B