

EMPLOYMENT AGREEMENT

BETWEEN

BOARD OF REGENTS OF THE

NEVADA SYSTEM OF HIGHER EDUCATION

ON BEHALF OF

COLLEGE OF SOUTHERN NEVADA

AND

FEDERICO ZARAGOZA

PRESIDENT EMPLOYMENT AGREEMENT
between
Board of Regents of the Nevada System of Higher Education,

3.4. Employee's Certification of Truth and Accuracy of Materials and Representations.

Employee does hereby certify and declare that Employee's application materials, including but not limited to resumes and curriculum vitae submitted in support of candidacy for employment are a true and accurate representation of Employee's education, credentials, qualifications, experience, and background and acknowledges that falsification of employment applications or documents submitted to the NSHE, or making other false or fraudulent representations in securing employment is grounds for immediate termination of this Agreement for cause. Falsification or misrepresentation of education, credentials, qualifications, experience, or background and/or evidence that degrees offered in support of candidacy for employment have been issued from non-accredited institutions, in Employer's sole and absolute discretion, invalidates the employment contract and voids this Agreement and results in immediate termination for cause.

ARTICLE 4 – POSITION

4.1 Employment As President the College of Southern Nevada.

4.1.a. Position.

The Employee is hereby employed by the Board of Regents to serve in the position of President of the College of Southern Nevada. Throughout the Term, the Employee shall devote his or her full time and energies in carrying out these duties for the exclusive benefit and at all times in the best interests of the Board of Regents, NSHE and the Institution.

4.1.b. President is Administrator; Reassignment.

Employee is an "administrator" as that term is defined by the policies, rules and regulations of the Board of Regents of the Nevada System of Higher Education and is subject to reassignment. In the event that Employee is reassigned to duties other than those as President during the Term of this Agreement, Employee's compensation shall (es)-8f8 (

1. Leadership

Providing leadership in the planning and implementation necessary for the successful operation of the Institution and to ensure that the Institution develops to its fullest potential;

2. Appointing Authority

Serving as the appointing authority for all professional personnel of the Institution, subject only to the Nevada System of Higher Education Code, with the authority to execute personnel contracts;

3. Personnel

Reviewing the quality of performance of all professional personnel of the Institution and to either take final action or to recommend action to the Board of Regents on personnel matters in conformity with the Nevada System of Higher Education Code;

4. Budget

Developing the budget of the Institution and administering the approved budgets of the Institution in accordance with NSHE policies;

5. Grants, Contracts and Gifts

Authorizing the transmission of applications or requests for grants, contracts or gifts to individuals, foundations, corporations, and the state and federal government;

6. Spokesperson

Serving as the principal spokesman of the Institution and, in concert with the Chancellor, to represent the Institution before the Board of Regents, the Legislature, and all other appropriate bodies;

7. Compliance

Ensuring compliance by the Institution (by and through its professional personnel), with the NSHE Code, NSHE policies, the Board of Regents Bylaws, and institutional bylaws.

8. Communication

Notifying the Board as soon as practicable of campus events that may have significant impact on the Institution including, but not limited to, the reputation or public image of the Institution;

9. Intercollegiate Athletics

To provide oversight, management, and control of intercollegiate athletic programs, if any, consistent with all applicable Board and Institution policies;

10. Additional Duties

Performing such additional duties as the Board may direct.

4.3 Other Duties and Responsibilities.

In addition to the duties and responsibilities set forth in Section 4.2.c, above, Employee shall have the following additional duties and responsibilities:

4.3.a Budget.

Employee shall annually prepare a detailed budget for the Institution and submit the budget to the Chancellor and the Board of Regents in accordance with all applicable policies and procedures. Employee shall also manage and administer the approved budget for the Institution in accordance with all applicable policies and procedures.

4.3.b Fundraising.

Employee acknowledges that fundraising and resource development are important to the development of the Institution

4.5 Annual and Periodic Performance Evaluations.

The Employee's annual and periodic evaluation of performance of job duties and responsibilities shall be performed in accordance with the provisions of the NSHE Procedures and Guidelines Manual, Chapter 2, Section 2, as amended from time to time. These evaluations also will take into account prior evaluations and the expectations and goals set for the Employee in such prior evaluations.

4.6 Compliance with all Policies and Procedures as Amended

The Employee must comply with all NSHE and institution policies and procedures as they may be adopted or amended from time to time during the Term of this Agreement.

5.4 Automobile and Housing Allowance.

While serving as President, additional perquisites consisting of an automobile allowance and a housing allowance shall be provided in recognition of the requirements of this position and paid in lieu of furnishing an automobile and a house to the Employee as follows:

5.4.a Automobile.

An automobile allowance of \$8,000.00 per fiscal year, paid in equal monthly installments and prorated for partial months of service, which shall be in lieu of reimbursement for use of a private vehicle on official business within a fifty-mile radius of the Employee's primary residence.

5.4.b Housing.

An annual housing allowance of \$12,000.00 per fiscal year, paid in equal monthly installments and prorated for partial months of service. The annual housing allowance is the only amount paid for housing no matter the number or location of houses or residences utilized by Employee.

5.5 Host Account.

The appointee shall have the use of an annual host account of \$5,000.00 per fiscal year only while serving as the President.

ARTICLE 6 – DISCIPLINE AND TERMINATION

6.1 Discipline and Termination.

Employee recognizes that Employee's promise to remain as President of the Institution through the entire Term is of the essence of this Agreement to the Employer. It is also recognized, however, that certain circumstances may make it appropriate for Employer to terminate this Agreement prior to the completion of its entire term, as follows:

6.1.a. Termination Without Cause.

Employee serves at the pleasure of the Board of Regents and at any time after commencement of this Agreement, the Board of Regents, for its own convenience, may terminate this Agreement. Employee may be removed by the Board of Regents at any time, without cause, and the Agreement terminated. Upon termination without cause, the Employee shall continue to receive on a monthly basis the Base Salary set forth in Article 5.1.a for (a) the expiration of the Term of this Agreement, or (b) twelve (12) months following such termination, whichever occurs first. Upon termination without cause Employee shall not receive or be entitled to any payments for housing allowance, automobile allowance, and host account, as set forth in Articles 5.2 through 5.6 of this Agreement. Upon termination without cause, the President shall not be entitled to any remaining payments for perquisites, salary supplements, accrued annual leave, bonuses, deferred compensation, or any payments funded by a Foundation.

6.1.b Mitigation by Employee.

Notwithstanding the provisions of Article 6.1.a, Employee agrees to mitigate the Employer's payment obligation under Article 6.1.a by making reasonable and diligent efforts to obtain employment; such employment includes, but is not limited to, any position in administration or consulting services provided to any school, college or university. Failure to reasonably and diligently seek other employment shall relieve Employer of its obligation under Article 6.1.a. After Employee obtains such new employment, Employer's payment obligation under Article 6.1.a shall be reduced by the salary or other monetary consideration paid to Employee from such new employment.

6.1.c Automatic Termination upon Death or Disability of Employee

This Agreement terminates upon the Employee's death. Notwithstanding any provision of the NSHE Code to the contrary, in addition to any benefits which may be paid to the estate of the deceased Employee from insurance, retirement or any other source, Employer shall pay to the Employee's estate the Employee's salary through the day death occurred, plus any earned, accrued but unused annual leave, if applicable under NSHE policies, together with one-twelfth of the Employee's base salary.

Upon total or permanent disability of the Employee, within the meaning of the NSHE's disability insurance for employees, the Employee is required to first use all unused accrued sick leave and, if applicable, annual leave or other leave authorized under NSHE policies. Upon the expiration of such leave or the period of six (6) months, whichever comes last, this Agreement shall automatically terminate.

6.1.d Employee Subject to Discipline and Termination for Cause.

Employee is subject to disciplinary action, up to and including termination for cause, by the Board of Regents or the Chancellor in accordance with the provisions of this Agreement and/or the provisions of the Board of Regents Bylaws, Title 1, Article VII, Section 3.e.o (o)-12.(1 (,)-4 dd)(t)-1.1 (hi)3 (n Tw83{[(2.2.3-6.3 f)-13.2 -)-12.1(sno 3 (nt)14 u1 (an)-.

business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, consulting relationships or from any other source whatsoever.

6.2 Termination by Employee.

6.2.a. Termination for Convenience of Employee.

The Employee understands that Employee's promise to remain employed as

The parties agree that in the course of employment, Employee will have access to confidential information regarding the Institution and its programs which could be used by third-parties, including other institutions of higher education, to the disadvantage of the Institution or in a manner that violates the law or policy and exposes the Institution to liability, including fines and penalties. Confidential information may include, but is not limited to, donor lists and donor information, personnel information, employee and patient health information, attorney-client privileged information, and other information or documents deemed confidential by law or NSHE policy. Employee shall hold confidential information in strict confidence and will exercise a reasonable degree of care to prevent disclosure of confidential information to third-parties. Except as required by law or where authorized by NSHE policy, Employee confpl

8.6 No Waiver of Default.

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed, intending to be legally bound by its provisions upon approval of the Board of Regents of the Nevada System