

EMPLOYMENT CONTRACT

THIS CONTRACT, entered into by and between Dr. Cheryl Lovell (“Employee”) and the STATE OF COLORADO, by and through the Board of Trustees for Adams State University (as applicable the “Board” or “Employer”), on this 25th day of June, 2018, witnesses that:

WHEREAS, the Board wishes to employ Employee, and Employee wishes to be employed by the Board, as Interim President of Adams State University; and

WHEREAS, the Board determines that this Contract is necessary to employ Employee in light of prevailing market conditions and competitive employment practices in other states; and

WHEREAS, the Board has not more than six total employment contracts pursuant to C.R.S. § 24-19-104(1.5)(a), including this Contract;

NOW, THEREFORE, the Board and Employee, in consideration of the promises and covenants herein, agree that:

1. Employment.

The Board hereby employs Employee as the Interim President and interim chief executive officer of Adams State University (the “University”), and Employee hereby agrees to such employment, subject to the terms and conditions of this Contract and the ongoing general supervision and oversight of the Board.

2. Duties.

As Interim President and interim chief executive officer of the University, Employee shall perform such duties as are customarily performed by university presidents and as may be reasonably required by the Board and applicable law, to effectuate and advance the role and mission of the University. Among other duties, Employee shall:

(a) Administer and direct the actions of the University and provide services, including, but not limited to, those responsibilities set forth in the Board's *Bylaws* and *The University Manual and/or Trustee Policy Manual* as may be amended (the "*Manuals*");

(b) Administer and direct the University's compliance with requirements and goals set by the State of Colorado Department of Higher Education;

(c) Consistently communicate and administer University's strategic plan, as demonstrated by achievement of outcome measures identified by the Board and agreed upon in writing by Employee; and

(d) Engage in activities to represent and promote the interests and significance of the Board and the University among the media, community, and other institutions, including, but not limited to:

- i) Maintain and use memberships in public and private organizations, including social bodies, for the promotion, generation of resources, and support of the University;
- ii) Travel for official purposes, including, but not limited to, regular attendance at State of Colorado Department of Higher

Education, legislative, and other official meetings in the Denver metropolitan area;

- iii) Conduct and host official University functions, events and meetings for the service and advancement of the goals of the University; for example, hosting meetings, meals, entertainment, and other events and functions with faculty, staff, students, community leaders, donors, and others having business with the University. In engaging in such activities, Employee shall be required to regularly use the residence provided by the Board; and
- iv) Participate and maintain membership in professional organizations, conferences, conventions, courses, seminars and similar growth activities.

3. Commitment of Employee.

Employee shall faithfully, industriously and with maximum use of experience and ability, devote Employee's full-time effort to the performance of all of the duties that may be required by the express terms of this Contract. Such performance shall be rendered at the University or other locations as may be appropriate for the interests or needs of the University.

4. Term of Employment.

This Contract shall commence July 1, 2018, and, subject to the continued will of the Board, end on June 30, 2019. This Contract may be renewed or extended upon the mutual consent of the parties in writing.

5. Employee Compensation.

For all services rendered by Employee under the provisions of this Contract, and subject to the continued will of the Board, Employer shall pay Employee an annual base salary of \$210,000.00, payable in equal monthly installments on the last day of each month during the term hereof. All such base salary shall be subject to all deductions and withholdings required by law or by agreement of Employee.

6. Housing.

As a required condition of employment and to enable Employee to carry out her duties more efficiently, Employee agrees to live in and utilize, and Employer agrees to provide and maintain in good repair, the Marvel House residence on the University campus. Employer shall provide routine housekeeping and maintenance of the residence and the grounds on which the residence is situated. Upon termination of this Contract, all furniture and art in the residence at the time Employee takes possession shall remain the property of Employer. Employee shall furnish at her cost and expense any other furniture and furnishings necessary for the personal use of herself and her family. Employee shall procure and maintain, at her own expense, adequate insurance on the contents of the residence owned by her.

7. Vehicle.

Employer shall furnish Employee with a mutually agreed upon University owned or leased new motor vehicle for Employee's personal and official use.

- (a) The vehicle shall be maintained by Employer, and all fuel for its

official use shall be paid by Employer.

(b) Employer shall procure and maintain, at its expense, motor vehicle insurance for the vehicle from an insurance company authorized to do business in the State of Colorado, including, but not limited to, coverage for bodily injury liability in the amount of \$300,000.00, effective regardless of any workers compensation coverage, medical payments coverage in the amount of \$50,000.00 and uninsured/underinsured motor vehicle coverage in the amount of \$1,000,000.00 combined limits.

(c) The vehicle liability insurance policy shall include an endorsement naming Employee as an additional insured. A certificate of insurance and a copy of the declarations sheet, together with a copy of the policy endorsement naming the additional insured, shall be provided to Employee on or before delivery of the vehicle to Employee and on or before each renewal date of such policy thereafter.

(d) Employee shall be named as the loss payee on the medical and uninsured/underinsured liability coverages.

(e) Employee shall be responsible for promptly notifying the insurance carrier and the University of any accident or loss and for cooperating in the filing of any insurance claim.

(f) Employer and Employee shall agree upon the applicable percentage of Employee's personal use of the vehicle for tax reporting.

In lieu of the foregoing, Employee may elect to use Employee's personal

motor vehicle and receive a mileage reimbursement for University related business consistent with the applicable Fiscal Rules described below. Employee shall be responsible for all maintenance and insurance on Employee's personal motor vehicle.

8. Expenses.

Subject to the expense reporting requirements herein, Employer shall pay or reimburse Employee for reasonable and necessary business, travel, and entertainment expenses, including membership expenses, such as memberships in the organizations mentioned in Sections 2(d)(i) and (iv) above, provided they are reasonably related to and actually incurred in the performance of Employee's duties and responsibilities.

Employer shall provide a cellular phone and either a laptop or tablet to Employee to use for University business. Employee will use said equipment and supplies solely in the performance of Employee's obligations under this Contract. Upon termination of this Contract, all facilities, equipment, supplies, resources and related materials shall remain the property of Employer.

9. Expense Reporting.

To assure accountability in the incurring of expenses and receipt of reimbursements for official functions and other business events, Employee shall maintain appropriate documentation in compliance with applicable law, including Employer's policies and procedures and the State of Colorado Fiscal Rules. Employee shall file periodic reports during each fiscal year, disclosing Employee's

allowances and expenses for the periods covered by such reports, and shall be subject to audit.

10. Insurance and Other Benefits.

Employee shall be eligible to participate in the group insurance, retirement, and voluntary payroll deduction programs of the University on the same basis as other professional personnel as described in the *Manuals, Bylaws, and Handbook for Professional Personnel* (the “*Handbook*”), as may be amended.

11. Taxes.

Employee agrees to be responsible for the payment of any taxes due on any and all compensation, allowances or benefits provided by Employer to Employee, other than salary and other compensation from which Employer will be responsible for withholding taxes.

12. Leave.

Employee shall receive the same sick leave, annual leave, administrative leave, and other leaves as other full-time professional personnel as described in the *Bylaws, Manuals, and/or Handbook*.

13. Performance Reviews.

Employee’s performance shall be subject to annual review, and may be subject to expanded review, pursuant to the evaluation policies in the *Bylaws* and *Manuals*, including, but not limited to, consideration of Employee’s levels of achievement of the duties set forth in this Contract and/or other objectives as determined by Employer and agreed upon in writing by Employee.

14. Workers' Compensation.

Employee shall be an employee of Employer for the purpose of worker compensation coverage.

15. Termination.

This Contract may be terminated by mutual agreement of the parties, or at the will of the Board or Employee. This Contract shall automatically terminate upon the death of Employee.

16. Non-Appropriation.

Pursuant to § 24-19-104(1.S)(a)(II), C.R.S., Employer may terminate this Contract without penalty if sufficient funds are not appropriated to support this Contract. In the event such appropriation is not made in any fiscal year, this Contract shall thereupon terminate and each party shall be released from its obligations hereunder without penalty.

17. Other Provisions.

(a) No modification of this Contract or of any covenant, condition or limitation herein shall be valid unless made in writing and duly executed by both parties. The parties further agree that the provisions of this Subsection may not be waived.

(b) This Contract contains the entire agreement between the parties as to Employee's employment as Interim President of the University and shall, as of the commencement date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with

respect to the subject matter of this Contract or any representations including the execution and delivery hereof, except such representations as are specifically set forth herein. Each party acknowledges that they have relied on their own judgment and counsel in entering into this Contract and that this Contract shall not be construed against the party drafting the Contract.

(c) No waiver of any rights under this Contract will be valid unless set forth in writing signed by the party making the waiver. The failure of either party to insist upon strict performance of this Contract shall not be construed as a waiver.

(d) This is a contract for personal and professional services, and the benefits of this Contract shall not be pledged or assigned in any way by Employee.

(e) Subject to the provisions of Subsection 16 of this Contract, the Board covenants and agrees that it will include in its annual budget requests, or cause to be included in such annual budget requests, an amount for compensation which is sufficient, if appropriated, to pay for all amounts due under and pursuant to this Contract for each fiscal year covered by the term of this Contract.

(f) The terms of this Contract are severable, and if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, then the remainder of this Contract shall continue to be valid and enforceable to the extent that it is capable of execution.

(g) This Contract is subject to all provisions of state and federal law applicable to Employer, including, but not limited to, § 24-19-101, *et seq.*, C.R.S.;

all policies, procedures, rules and regulations of Employer and the University, including, but not limited to, the *Manuals* and the *Handbook*, unless otherwise expressly provided herein; and all State of Colorado Fiscal Rules and similar rules and regulations promulgated pursuant to laws applicable to Employer, which laws, rules and regulations shall control in the event of any conflict with the terms and conditions of this Contract. In the event of any conflict with the *Manual*, the *Bylaws*, or the *Handbook*, this Contract shall be controlling.

(h) At all times during the performance of this Contract, Employer and Employee shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be enacted.

(i) This Contract shall be interpreted and construed in accordance with the laws of the State of Colorado, which shall be the forum for any lawsuit arising from or incident to this Contract. Employee and Employer hereby submit to the exclusive jurisdiction of any Colorado state or federal court in the United States of America sitting in Colorado where venue is appropriate for any legal action or proceeding arising out of or relating to this Contract.

(j) The headings used in this Contract are for the convenience of the parties only and shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Contract.

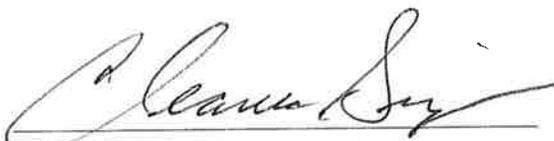
(k) Any notice required or permitted by this Contract may be delivered in person or sent by certified mail, return receipt requested, to the last address provided by the addressee to the other party, and if sent by mail, it shall be

effective five (5) days after posting in a U.S. Mail Depository with sufficient postage attached thereto.

(1) **This Contract shall not be deemed valid and effective until it has been approved by the Controller, or such assistant as he/she may designate.**

IN WITNESS WHEREOF, the parties have executed this Contract below, on the date written above.


Employee, Dr. Cheryl Lovell


STATE OF COLORADO,
by and through the Board of
Trustees for Adams State
University, Board of Trustees Chair,
Cleave Simpson

APPROVED AS TO FORM
STATE OF COLORADO
Cynthia H. Coffman, Attorney General
Stephanie Lindquist Scoville, Senior
Assistant Attorney General

Controller or designee

*for U of A
6/24/08*

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