

**Cobre Consolidated School District
Licensed School Administrator
Interim Superintendent Contract
Exempt - NMSA 1978, § 22-10A-26 (B)**

AUTHORITY: This Contract is promulgated pursuant to Sections 22-5-4 and 22-10A-26(B) NMSA 1978, 6.66.3.8 NMAC, and other applicable rules of the New Mexico Public Education Department (herein “NMPED”).

The Cobre Consolidated School District Board of Education (herein “Board” or “Board of Education”), Bayard, New Mexico, and Randall Piper (herein “Administrator” or “Interim Superintendent”), agree:

1. Administrator shall be employed by the Board as Interim Superintendent of the Cobre Consolidated School District for a period beginning June 9, 2025 until: (a) the Board enters into a contract with a Superintendent; (b) June 30, 2026; or (c) as otherwise agreed by the Parties, whichever occurs sooner.
2. Administrator shall during the term of employment faithfully perform the duties pertaining to his position as a full-time, 12-month administrator, administer the duties assigned by the Board, and abide by applicable Federal laws and regulations, laws of the State of New Mexico, rules of NMPED and policies of the Board of Education. Administrator acknowledges that the New Mexico Governmental Conduct Act sets out the ethical principles of public service; prohibits public officials, such as Administrator, from using the powers and resources of public office to obtain personal benefits or pursue private interests; requires public officials to conduct themselves in a manner that justifies the confidence placed in them by the public, at all times maintaining the integrity and discharging ethically the high responsibilities of public service; and requires public officials to take reasonable efforts to avoid undue influence and abuse of office in public service. Administrator further acknowledges that the Governmental Conduct Act prohibits a public official, such as Administrator, from using or disclosing confidential information acquired by virtue of their position for their private gain. Failure to abide by applicable Federal laws and regulations; laws of the State of New Mexico, including the Governmental Conduct Act; rules of the NMPED; and policies of the Board of Education shall be deemed insubordination and constitute just cause for discharge.
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 of the NMPED and the Board of Education, as they may exist, or be hereafter amended.

4. This Contract may be cancelled 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 discharge may be affected only in accordance with New Mexico laws and any applicable rules and regulations of the NMPED and the Board of Education.
5. This Contract may also be cancelled by the Board for cause not personal to Administrator when a reduction in personnel is required as a result of decreased enrollment or a decrease or revision of educational programs or insufficient legislative appropriation or authorization being made by the state and/or federal government for the performance of this contract, in accordance with the laws of New Mexico and any applicable rules and regulations of the NMPED and the Board of Education.
6. In the absence of a mutually agreed upon termination date, Administrator shall give the Board thirty (30) calendar days written notice of intention to resign. Failure to give such thirty (30) calendar days notice shall entitle the Board, in its discretion, to file a written complaint with the NMPED requesting suspension or revocation of Administrator's license.
7. Prior to commencing employment with the District, Administrator shall furnish the Board with the following: (a) a proper license for the position to be held; (b) an official transcript showing the education record and training of Administrator; (c) suitable evidence of date of birth; (d) such health certificates as may be required by law; and (e) any other documents as may be required by law or the policies of the local Board. Failure to furnish any of the foregoing items at the required time may result in cancellation of this contract in accordance with the laws of New Mexico and any applicable rules and regulations of the NMPED and the Board of Education.
8. Subject to the provisions of the applicable approved budget, Administrator shall, receive an annual salary of one hundred and thirty thousand dollars and no/100 (\$130,000) per 12-month contract year, annualized, pro rata, payable in twice monthly installments, based on actual work performed or use of authorized paid leave, less required or authorized deductions. Administrator will work 260 workdays per fiscal year, with 13 paid holidays. Administrator's salary shall be prorated in a manner consistent with District Human Resources practices for calculating daily rate and prorating. In the event of any error or incorrect computation or payment of salary or deductions, appropriate adjustments in payment of compensation will be made after consultation with Administrator.
9. The District shall provide Administrator with benefits as provided by state law and the policies of the Board of Education. Accrual, usage, and payment shall be handled in accordance with Board policy. The Board reserves the right to amend its policies and regulations at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

10. The Board shall have the authority, for any school year governed by the terms of this contract and for which a salary increase is mandated if the District meets conditions as specified by the legislature of New Mexico, to implement salary adjustments during the school year in accordance with a salary schedule adopted by the Board in accordance with the legislative guidelines for that year. Any adjustment is subject to budgetary approval by the Public Education Department. Additionally, the Board shall have authority to implement any salary increases or other adjustments to benefits and compensation provided by the legislature of New Mexico.
11. Use of Vehicles/Reimbursement. Administrator shall have the use of a School District vehicle during the term of this contract for transportation while on official business only. In the event Administrator uses his personally owned vehicle while on official business, Administrator shall be reimbursed at the mileage rates of the Mileage and Per Diem Act.
12. Use School District Equipment and Professional Memberships. Administrator shall have the use of a School District cell phone, and laptop computer. Administrator shall be entitled to reimbursement of dues (not to exceed \$1,700) for professional memberships, including but not limited to: AASA (The School Superintendents Association), NMASSP (New Mexico Association of Secondary School Principals), ASCD (Association for Supervision and Curriculum Development), NMSPA (New Mexico School Personnel Association), NMAESP (New Mexico Association of Elementary School Principals), NMCEL (New Mexico Coalition of Educational Leaders) and NMSSA (New Mexico School Superintendents Association). Administrator shall seek advance approval from the Board for his attendance at out-of-state meetings and shall report to the Board the general subject matter(s) covered at all conferences.
13. Professional Activities. Administrator may engage in outside professional activities such as consulting, teaching, speaking, and writing, so long as these activities do not interfere with Administrator's duties and are in accordance with the Governmental Conduct Act. Administrator shall request Board approval before engaging in any outside professional activities. The Board shall not unreasonably withhold approval.
14. Residency. The Board and Administrator agree that it is important for Administrator to reside within Grant County. The Board therefore agrees to pay a housing allowance of \$1,500 per month conditioned upon Administrator residing and maintaining a presence in Grant County during the term of this agreement.
15. This Contract shall supersede any and all prior employment or other contractual agreements between the parties including consulting agreements.
16. Administrator and Board expressly agree that no modification of, addition to, or deletion of, any of the terms of this Contract shall be of any force or effect unless such modification, addition, or deletion is in writing, has been expressly approved by the

Board in an open public meeting pursuant to the Open Meetings Act, and is signed and dated by both parties.

BOARD OF EDUCATION OF COBRE CONSOLIDATED SCHOOL DISTRICT



Board President

Date of Board Action: June 7, 2025

Date of Execution: 6-9-2025

ADMINISTRATOR



Date of Execution: 6-9-2025