

**Board of Education**

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Mr. Dennis Rich—Vice-President  
Mr. Weston Hacker — Secretary  
Ms. Cynthia Black—Member  
Mr. Brett McInnes—Member



J. Vance Lee Superintendent  
Capitan Municipal Schools  
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## CAPITAN MUNICIPAL SCHOOLS BOARD OF EDUCATION

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### *AGENDA ITEM EXECUTIVE SUMMARY*

1. Board Meeting Date: May 18, 2026
2. Item Title: V.A.2 Ratification of the of the Superintendent's Contract
3. Name of Presenter: V. Lee
4. This item is for: XX Action \_\_\_ Consent Agenda \_\_\_ Discussion \_\_\_ Report/Information
5. Proposed Motion (Action Items Only): I move that we ratify the 2026-28 Superintendent's Contract, as presented.
6. Executive Summary: Please see attached.

**Capitan Municipal Schools**  
**Certified School Administrator Employment Contract**  
**Exempt - NMSA 1978, § 22-10A-26 (B)**

AUTHORITY: This Contract is promulgated pursuant to Sections 22-2-1, 22-5-4 and 22-10A-21 NMSA 1978, 6.66.3.1 NMAC, *et. seq.* and other applicable rules of the New Mexico Public Education Department (herein "Department").

The Capitan Municipal Schools Board of Education (herein "Board" or "local board of Education"), Capitan, New Mexico, and Heather Gutierrez (herein "Administrator"), agree:

1. Notwithstanding any other provisions of the Agreement, the Administrator shall be employed by the Board as Superintendent of the Capitan Municipal Schools beginning July 1, 2026 and ending June 30, 2028.
2. The Administrator shall during the term of employment faithfully perform the duties pertaining to his/her position, administer the duties assigned by the Board, and abide by applicable Federal laws and regulations, laws of the State of New Mexico, rules of the Department and policies of the Board. Failure to do so 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 Department and the Board, 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 cancellation may be effected only in accordance with New Mexico laws and any applicable rules and regulations of the Department the local Board.
5. This Contract may also be cancelled by the Board for cause not personal to the 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 Department and the local Board.
6. In the absence of a mutually agreed upon termination date, the Administrator shall give the Board thirty (30) calendar days' written notice of intention to resign. Failure to give such thirty (30) calendar day notice shall entitle the Board, in its discretion, to file a written complaint with the Department requesting suspension or revocation of the Administrator's license.
7. Prior to commencing employment with the District, the Administrator shall furnish the Board the following: (a) a valid license for the position to be held;(b) an official transcript showing the education record and training of the 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 Department and the Board
8. Subject to the provisions of the applicable approved budget, the Administrator shall, during the term of this agreement, receive a salary of \$130,000.00 per year, less required or authorized deductions. 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 the Administrator.
9. Additionally, the Administrator shall receive a one-time Relocation Stipend in the amount of \$5,000.00 to be paid on the first July 2026 payroll.
10. The salary above is based on 188 working days per year, subject to the approved District budget. Administrator's salary shall be reduced for absences in excess of authorized, paid leave.

11. The Administrator shall be entitled to 75 hours of vacation per year, as described in District policy. The Administrator shall be entitled to personal leave with pay for a total of not more than 112.5 hours per year. Unused personal leave may be accumulated to a total of not more than 881.25 hours. Any payment of unused accumulated vacation or personal leave shall be pursuant to Board policy including the manner in which it is calculated.
12. The District shall provide Administrator with benefits as provided by state law and 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.
13. The Board may, but shall not be required to, increase prospectively, but not retroactively, the salary for any school year governed by the terms of this contract if revenues are available to the District for that school year. Any increase is subject to budgetary approval by the Department. Notwithstanding the above, the Board shall further 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 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.
14. The 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 CAPITAN MUNICIPAL SCHOOLS NEW MEXICO**

\_\_\_\_\_  
Board President

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Board Vice President

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Board Secretary

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Board Member

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Board Member

**ADMINISTRATOR**

  
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Date of Execution: 4/30/26