

**PRESIDENT'S
EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COOKE §

THIS PRESIDENT'S EMPLOYMENT CONTRACT (hereafter referred to as the "Contract") is made and entered into effective the 13th day of August 2015, by and between the Board of Regents (the "Board") of the North Central Texas College (the "College") and Dr. G. Brent Wallace (the " President").

WITNESSETH:

NOW, THEREFORE, the Board and the President, for and in consideration of the terms hereinafter established and pursuant to laws of this state, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** The Board, by and on behalf of the College, does hereby employ the President, and the President does hereby accept employment as President for the College for a term of 36 months, commencing on September 1, 2015, and ending on August 31, 2018. The College may, by action of the Board, and with the consent and approval of the President, extend the term of this Contract as permitted by state law.

II. Employment

2.1 **Duties.** The President shall serve with all powers, duties and responsibilities of the College President during the period of this Contract.

The President is the chief executive of the College and shall faithfully perform the duties of the President for the College as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, College policies, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the President to employ all professional employees of the College. It shall be the further duty of the President to employ all personnel consistent with the Board's policies. It shall be the further duty of the President to direct, assign, reassign, and evaluate all of the employees of the College consistent with Board policies and federal and state law. It shall be the further duty of the President to organize, reorganize, and arrange the staff of the College, and to develop and establish administrative regulations, rules, and procedures which the President deems necessary for the efficient and effective operation of the College consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the President to accept all resignations of employees of the College consistent with the Board's policies, except the President's resignation, which must be accepted by the Board. The President shall perform the duties of the President of the College with reasonable care, diligence,


GBW


KM

skill, and expertise. All duties assigned to the President by the Board shall be appropriate to and consistent with the professional role and responsibility of the President.

2.2 Reassignment. The President cannot be reassigned from the position of President to another position without the President's express written consent.

2.3 Board Meetings. The President shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the President's Contract, or the members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the President's designee shall attend such meetings.

2.4 Criticisms, Complaints, Suggestions and Requests. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, suggestions, inquiries and requests for information, reports or other documents, which are made by the Board or called to the Board's attention to the President for study and/or appropriate action. The President shall, as applicable, refer such matter(s) to the appropriate College employee, investigate such matter(s) and within a reasonable time inform the Board of the results of such efforts and/or refer such matters to the appropriate complaint resolution procedure as established by Board policies.

2.5 Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the College does hereby agree to defend, hold harmless, and indemnify President from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against President in the President's individual or official capacity as an employee and as President of the College, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of President as an employee of the College, acting within the course and scope of President's employment with the College; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the President committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the College or by the President. The selection of the President's legal counsel shall be with the mutual agreement of the President and the College if such legal counsel is not also College's legal counsel. A legal defense may be provided through insurance coverage, in which case President's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.5 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.5 shall survive the termination of this contract.


GBW


KM

III. Compensation

3.1 Salary. The College shall provide the President with a salary at the per annum rate of Two Hundred Twenty Thousand Dollars (\$220,000.00). This annual salary rate shall be paid to the President in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the President, but in no event shall the President be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Vacation, Holiday and Personal Leave. The President may take, at the President's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators, the days to be in a single period or at different times. The vacation days taken by the President will be taken at such time or times as will least interfere with the performance of the President's duties as set forth in this Contract. The President shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The President is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.4 Insurance. The College shall pay at least the same premiums for hospitalization and major medical insurance coverage for the President pursuant to the group health care plan provided by the College for its administrative employees.

3.5 Professional Growth. The President shall devote the President's time, attention, and energy to the direction, administration, and supervision of the College. The Board, however, encourages the continued professional growth of the President through the President's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the President in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the President to perform the President's professional responsibilities for the College. In its encouragement of the President to grow professionally, the Board shall permit a reasonable amount of release time for the President as the President and the Board deem appropriate, to attend such seminars, courses or meetings. The College does hereby agree to provide in the College's budget during the term of this Contract for the benefit of the President, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The College shall pay the President's membership dues to appropriate state and national professional organizations, as well as other memberships necessary to maintain and improve the President's professional skills. The College shall bear the reasonable cost and expense for such attendance and membership.


GBW


KM

3.6 **Outside Consultant Activities.** The President may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the College (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the President's professional responsibilities to the College. The President may accept a reimbursement of expenses and/or be paid an honorarium for such Consulting Services at no expense to the College. Consulting Services provided by the President under the terms and conditions of this paragraph must be consistent with state and federal law.

3.7 **Expenses.** The College shall pay or reimburse the President for reasonable expenses incurred by the President in the continuing performance of the President's duties under this Contract. The College agrees to pay the actual and incidental costs incurred by the President for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the College. The President shall comply with all procedures and documentation requirements in accordance with Board policies.

IV. Annual Performance Goals

4.1 **Development of Goals.** The President will assist the Board annually in the development of goals for the college per direction of the Board.

V. Review of Performance

5.1 **Time and Basis of Evaluation as Specified by Board Policy.** The Board shall evaluate and assess in writing the performance of the President no later than September 15, 2016. The Board's evaluation and assessment of the President shall be reasonably related to the duties of the President as outlined in the President's job description and shall be based on the College's progress towards accomplishing the College Goals.

5.2 **Confidentiality.** Unless the President expressly requests otherwise in writing, the evaluation of the President shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the President from sharing the content of the President's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the President shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.


GBW


KM

VI. Termination of Employment Contract

6.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the President and the Board in writing upon such terms and conditions as may be mutually agreed upon.

6.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the President.

6.3 **Dismissal for Good Cause.** The Board may dismiss the President during the term of the Contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the President a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the College's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the College's standards of professional conduct;
- (j) Failure to comply with reasonable College professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the President;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the College. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the College's activities;
- (o) Conscious misrepresentation of facts to the Board or other College officials in the conduct of the College's business; or,
- (p) Any other reason constituting "good cause" under Texas law.

6.4 **Termination Procedure.** In the event that the Board terminates this Contract for "good cause," the President shall be afforded all the rights as set forth in the Board's policies and state and federal law.


GBW


KM

VII. Miscellaneous

7.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Cooke County, Texas, unless otherwise provided by law.

7.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

7.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

7.4 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the President have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

NORTH CENTRAL TEXAS COLLEGE

By: Karla Metzler
Karla Metzler, Chairman, Board of Regents

ATTEST:

By: Christy Morris
Christy Morris, Secretary, Board of Regents

Executed this 13th day of August, 2015.

By: Dr. G. Brent Wallace
Dr. G. Brent Wallace, President

Executed this 13th day of August, 2015.

GBW KM
GBW KM