



SOUTHWEST TEXAS JUNIOR COLLEGE
PRESIDENT'S CONTRACT

This Contract is entered into between the Board of Trustees (hereinafter "the Board") of the Southwest Texas Junior College District (hereinafter "the College") and Hector Gonzales, 65030 (hereinafter "the President"), collectively referred to as "the Parties".

The Board and the President, for and in consideration of the terms and conditions stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the President on a 12 month basis for 3 years, beginning August 1, 2014 and ending July 31, 2017. The Board and the President may extend the term of this Contract by written addendum to this Contract in accordance with SWTJC Policy BFB (LOCAL).
2. **President's Qualifications.** This contract is contingent upon compliance by the President with all qualification requirements established by Board Policy, state and federal law, and as prescribed by accrediting agencies, including but not limited to the Southern Association of Colleges and Schools, and the Association of Texas Colleges. Additionally, the President is required to reside in the College-owned President's home during the full term of this Contract and during any extension of the term of this Contract.
3. **Representations.** The President makes the following representations: The President agrees that, during the term of this Contract and any extension of the term of this Contract, the President will notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the President. The President agrees to provide such notification in writing within seven calendar days of the event required to be reported.

The President represents that any records or information provided in connection with his employment are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the President in or concerning any such required records or information, or in the employment application may be grounds for termination or nonrenewal, as applicable.

4. **Duties.** The President shall be the educational leader and chief executive officer of the College. The President agrees to faithfully perform and discharge his duties and responsibilities as President, including but not limited to those duties and responsibilities set out in Board Policies BFA (LEGAL), BFA (LOCAL) and BH (LOCAL), to the reasonable satisfaction of the Board as follows:

4.1 **Authority:** The President shall perform such duties and responsibilities and have such powers as may be prescribed by the law and the Board. Such duties shall be rendered by the President within the College's geographic boundaries and service

areas as set out in Board Policy (AC) (Exhibit), and at such other places as the Board shall require or the interests, needs, business and opportunities of the Board shall require or make advisable. The Board shall have the right to assign additional duties to the President and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibilities of the President.

4.2 **Standard:** Except as otherwise permitted by this Contract, the President agrees to devote his full time and energy to the performance of his duties. The President shall perform his duties with reasonable care, skill, and diligence. The President shall comply with all Board directives, state and federal law and rules, Board policy, and regulations as they exist or may hereafter be amended.

4.3 **Evaluation:** Evaluation of the President's performance of his duties and responsibilities under this Contract shall be conducted by the Board in accordance with Board Policy BFD (LOCAL).

5. **Compensation.** The Board agrees to pay the President an annual salary as follows:

5.1 **Salary: One hundred Fifty-five thousand dollars (\$155,000)**, paid in twelve (12) equal payments in accordance with the College's pay schedule and pay dates for its employees paid on a monthly basis. All rights to payment of salary shall cease upon termination of this Contract, whether due to the retirement, resignation, death or disability of the President or upon dismissal or non-renewal of this Contract by the Board.

5.2 **Benefits:** The College shall provide benefits to the President as set out in state law, federal law, and Board Policies, including but not limited to Board Policies DEB (LOCAL), DEC (LEGAL), DEC (LOCAL), and DED (LOCAL). The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

5.3 **President's Home:** The College shall provide to the President the full personal use of the College-owned home referred to as the "President's Home" during the term of this Contract and during any extension of the term of this contract. The College shall be responsible for payment of all utilities and reasonable and necessary expenses related to the repair, maintenance, and upkeep of the President's Home during the President's residence in the President's Home. All rights to the President to the use the President's Home shall cease upon termination of this Contract, whether due to resignation, retirement, death or disability of the President or due to dismissal or non-renewal of this Contract by the Board.

5.4 **College Vehicle:** The College shall provide the use of a College-owned vehicle to the President for the President's use in the performance of the President's duties and

responsibilities during the term of this Contract and any extension of the term of this Contract. The College shall be responsible for all reasonable and necessary expenses related to the repair, maintenance and upkeep of the College-owned vehicle provided to the President during the term of this Contract and any extension of the term of this Contract. All rights to the possession, use and operation of the College-owned vehicle provided to the President under this Contract shall cease upon termination of this Contract, whether due to resignation, retirement, death or disability of the President or due to dismissal or non-renewal of this Contract by the Board.

5.5 **College Credit Card:** The College shall provide to the President a College-owned credit card for the President's use in the performance of the President's duties and responsibilities during the term of this Contract and any extension of the term of this Contract. The College shall be responsible for prompt payment of all reasonable charges made by the President to the College-provided credit card which are reasonably related to the performance of the duties and responsibilities of the President. The President agrees to comply with all Board policies and regulations related to purchases and acquisitions, financial accounting and personal responsibility for purchases and acquisitions unrelated to the President's performance of his duties and responsibilities under this Contract. All rights in the President to the possession and use of the College-owned credit card shall cease upon termination of this Contract, whether by resignation or retirement of the President or by dismissal or non-renewal of this Contract by the Board.

6. **Suspension.** The Board may suspend the President with pay during the term of this Contract or any extension of the term of this Contract in accordance with Board Policy BFCA (LEGAL).
7. **Termination of Contract.** Termination of this Contract will be in accordance with Board Policy BFCA (LEGAL).
8. **Nonrenewal of Contract.** Nonrenewal of this Contract will be in accordance with Board Policy BFCB (LEGAL).
9. **Resignation by President.** Resignation from employment under this Contract shall be in accordance with Board Policy BFCC (LOCAL).

10. **General Provisions.**

10.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

10.2 **Severability:** If any provision in the Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall

not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part to the Contract.

- 10.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the President by the Board are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 10.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation related to the President's employment with the College, including this Contract, shall be Uvalde County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the College's administration building is located.
- 10.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs which follow the headings.
- 10.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 10.7 **Authority for Signature:** The undersigned confirm that they have full authority to sign this Contract on behalf of the designated party to this Contract.

11. Notices.

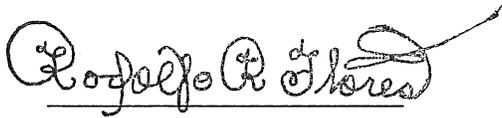
- 11.1 **To President:** The President agrees to keep a current address on file with the College's human resources office and the Board President. The President agrees that the Board may meet any legal obligation it has to give the President written notice regarding this Contract or the President's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the President's most recent address on record with the College.
- 11.2 **To Board:** The Board agrees that the President may meet any legal obligation to give the Board written notice regarding this Contract or the President's employment by providing one copy of the notice to the President of the Board and one copy to the Vice-President of the Board. The President may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service to the Board President's and Vice-President's most recent address on record with the College.

Both Parties certify that they have read this Contract and agree to abide by its terms and conditions.



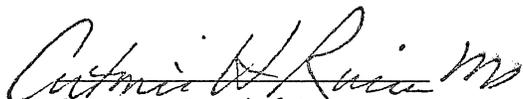
President,
Southwest Texas Junior College

7-14-14
Date



President, Board of Trustees
Southwest Texas Junior College

7-14-14
Date



Secretary, Board of Trustees
Southwest Texas Junior College

7-14-14
Date