

APPOINTMENT AS INTERIM DISTRICT PRESIDENT

THE STATE OF TEXAS }
 }
COLLIN COUNTY } Collin County Community College District

THIS AGREEMENT, effective the 10th day of November 2014, is between the BOARD OF TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “BOARD,” and COLLEEN A. SMITH, hereinafter referred to as the “INTERIM DISTRICT PRESIDENT.”

APPOINTMENT AND TERM OF EMPLOYMENT

The BOARD, in consideration of the promises contained herein, hereby employs, and the INTERIM DISTRICT PRESIDENT hereby accepts an appointment, as Interim District President of Collin County Community College District, commencing on the 10th day of November 2014 and terminating at the discretion of the Collin College Board of Trustees at any time for any reason, or no reason, with or without cause, with thirty (30) days written notice, but for a period not to exceed one year. An extension of this contract will be considered, as needed, by the BOARD.

Failure to extend the Agreement beyond its term shall not constitute non-renewal under Board Policy. There is no property right in the Agreement or to the INTERIM DISTRICT PRESIDENT’s continuation of this assignment. The INTERIM DISTRICT PRESIDENT may resign as INTERIM DISTRICT PRESIDENT at any time, with thirty (30) days written notice, or the BOARD may reassign or terminate her as INTERIM DISTRICT PRESIDENT at any time in its sole discretion as provided herein. Upon termination of this Agreement, INTERIM DISTRICT PRESIDENT’s employment assignment as Senior Vice President of Academic Affairs and Student Development shall resume under the terms and conditions effective immediately prior to this Agreement.

EVALUATION

The INTERIM DISTRICT PRESIDENT is subject to a periodic evaluation by the BOARD based on criteria and procedures jointly developed by the BOARD and the INTERIM DISTRICT PRESIDENT. Written evaluations will be maintained in the Human Resources Office.

DUTIES

The INTERIM DISTRICT PRESIDENT is hereby employed as the interim chief executive officer of the District and shall be responsible for the implementation and execution of all legal policies, rules and procedures, orders and resolutions enumerated by the BOARD.

The INTERIM DISTRICT PRESIDENT is responsible for the development and recommendation to the BOARD of education and administrative policies and the recruitment and recommendation of employment and termination to the BOARD of administrative personnel, faculty and other employees of the district.

The INTERIM DISTRICT PRESIDENT is responsible to the BOARD for all financial matters of the college, including the development and recommendation of an annual budget.

The INTERIM DISTRICT PRESIDENT has the primary responsibility for execution of BOARD policy, whereas the BOARD shall retain the primary responsibility for formulating and adopting said policy and that the BOARD OF TRUSTEES individually and collectively will refer promptly all criticisms, complaints and suggestions called to its attention to the INTERIM DISTRICT PRESIDENT for study and recommendation.

The BOARD Chair shall be the individual to whom the INTERIM DISTRICT PRESIDENT reports informally between BOARD meetings.

The INTERIM DISTRICT PRESIDENT shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted.

The INTERIM DISTRICT PRESIDENT shall perform all duties with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. The INTERIM DISTRICT PRESIDENT shall faithfully perform, to the satisfaction of the District, all duties as assigned.

The INTERIM DISTRICT 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 INTERIM DISTRICT PRESIDENT's Contract, or the INTERIM DISTRICT PRESIDENT's evaluation and/or job performance, or for purposes of resolving conflicts between individual Board members or when the Board is acting in its capacity as a tribunal or when the Board determines it is in the best interest of the Board and the District. The right to exclude the INTERIM DISTRICT PRESIDENT from a closed meeting belongs to the Board, and therefore, the Board may permit the INTERIM DISTRICT PRESIDENT to attend a closed meeting identified herein. In the event of illness or Board-approved absence, the INTERIM DISTRICT PRESIDENT's designee may attend such meetings.

In addition to the foregoing duties, the INTERIM DISTRICT PRESIDENT shall perform such other work as may be assigned by the BOARD commensurate with the duties and office of the PRESIDENT.

COMPENSATION

The annualized base salary, beginning November 10, 2014, shall be \$221,257 payable in monthly installments based on the college's payroll calendar beginning with the November 30, 2014 payroll and continuing until the Agreement is terminated, as provided herein. Additional compensation, at an annualized amount of \$17,858, is provided for an annuity/retirement plan and paid on a monthly basis and continuing until the Agreement is terminated, as provided herein. Also, a merit bonus may be authorized at the conclusion of the interim assignment at the sole discretion of the Board.

Any adjustments in salary, additional income, or merit pay shall be in writing and signed by the parties.

COMPENSATION REVIEW

The BOARD may otherwise increase compensation during the term of the agreement by consent of the BOARD and the INTERIM DISTRICT PRESIDENT, within the limits provided by law.

FRINGE BENEFITS

The District agrees to provide the INTERIM DISTRICT PRESIDENT an annual fringe benefits package identical to that provided all other management employees of the district, including twenty (20) days of vacation annually. The time of the vacation shall be determined by joint agreement of the BOARD Chair and the INTERIM DISTRICT PRESIDENT.

PROVISION OF AUTOMOBILE

The INTERIM DISTRICT PRESIDENT will be provided an automobile allowance at an annualized rate of \$12,000 per year, to be paid on a monthly basis.

PROFESSIONAL DEVELOPMENT/TRAVEL/MEMBERSHIPS

The District will budget \$6,000 annually for the INTERIM DISTRICT PRESIDENT'S professional development and out-of-district expenses and pay for the INTERIM DISTRICT PRESIDENT'S membership in appropriate community and professional associations that benefit the District as determined by the Board.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas, and it shall be performable in Collin County, Texas. Venue, in the event of suit, shall be the court of appropriate jurisdiction in Collin County, Texas.

COMPLETE AGREEMENT

This Agreement embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions or modifications to the terms and conditions of this Agreement, including, but not limited to, changes in the term of the Agreement or the base annual salary of the INTERIM DISTRICT PRESIDENT, shall be made only by written addendum signed by both parties. Any prior agreement between the parties, oral or written, is terminated and superseded by this Agreement by the parties' mutual consent as of the effective date of this Agreement. Each party has been represented by counsel of its/her choosing. The parties relied solely on their own judgment and not any representation, oral or written, of the other party in entering into this Agreement.

NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below.

CONFLICTS

In the event any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's Policies or any state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board Policies and/or any such law.

SAVINGS CLAUSE

In the event any one (1) or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

MULTIPLE ORIGINALS

This Agreement is executed in two (2) originals, one for the Board and one for the INTERIM DISTRICT PRESIDENT, each of which shall constitute but one and the same instrument.

AGREEMENT INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the parties agree that this Agreement shall not be interpreted against the drafter hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first shown above.

Colleen A. Smith
Interim District President
4321 Pecan Knoll Dr.
McKinney, TX 75070

Date Signed

BOARD OF TRUSTEES
Collin County Community College District

Mac Hendricks
Chairman, Board of Trustees
Collin College
3452 Spur 399
McKinney, TX 75069

Date Signed