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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the "Board") of Hamlin INDEPENDENT SCHOOL DISTRICT (the "District") and Randy Burks ("Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2019 and ending June 30, 2022. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
  2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
  3. **Representations.** The Superintendent makes the following representations:
    - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
    - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
    - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
  4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
    - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be
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appropriate to and consistent with the professional role and responsibility of the Superintendent.

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

4.3 **Outside Employment.** The Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary:**

Fifty-One thousand dollars (\$51,000.00) per year.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. 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. In addition, the District agrees to provide the Superintendent with the following additional benefits.

(a) **Vacation, Holidays, Leave Benefit.** Subject to the Board's approval of the scheduling, the Superintendent may take 10 business days of vacation each year of this contract. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. Unused vacation does not accumulate from year to year and cannot be

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converted into compensation at the termination of the employment relationship or any other time. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.

- (b) **Travel Allowance and Expenses.** The District shall provide the Superintendent with a travel allowance in the sum of \$ 416.66 per month (equating to \$5000 total per year). This allowance includes compensation for all mileage and fuel within the boundaries of Hamlin ISD.

The Superintendent shall be reimbursed for other reasonable travel outside of the District made in furtherance of the District's business at the State Reimbursement Rate or will be provided a school vehicle for such purposes. The automobile travel allowance and other travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.

- (c) **Professional Organizations and Conferences.** The Superintendent's membership fees for the Texas Association of School Administrators (TASA) and one local service organization, approved by the board, will be borne by the District. The District shall pay the expenses for Superintendent to attend the annual TASA Mid-Winter Conference and other professional development events, within the budget approved by the Board.

- (d) **Additional retirement benefits.** As an incentive for the Superintendent to remain in the position and provide stable leadership to the District, the District shall contribute annually to investment accounts of the Superintendent's choosing that meet the requirements of Section 403(b) of the Internal Revenue Code of 1986 (the Code) and/or Section 457 of the Code. The total amount of the contributions will be decided annually, but in no event will the amount exceed the maximum amount that can be contributed without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made. For 2019 the total amount of these contributions will be \$50,000.00.

6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
  7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
  8. **Retire/Rehire Provisions.**
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- 8.1 The District is aware that the Superintendent is receiving or has received retirement benefits through the Teacher Retirement System (TRS). The District acknowledges that it will pay contributions, surcharges, and fees mandated by Title 8 of the Texas Government Code, including Section 825.4092 - Employer Contributions for Employed Retirees.
- 8.2 The Superintendent acknowledges the following:
- (a) The District cannot and does not make any guarantees regarding the Superintendent's continued right to receive the Retirement Benefits.
  - (b) The Superintendent is relying on his own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the Superintendent has retired. The Superintendent is not relying on any statements made by the District regarding the effect of District employment on the Superintendent's Retirement Benefits.
  - (c) The Superintendent agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, or any other employee or agent of the District for any loss or reduction in the value of the Superintendent's Retirement Benefits.
  - (d) The District must report the Superintendent's employment to TRS. The Superintendent agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, or any other employee or agent of the District based on such reports.

9. **General Provisions.**

- 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 9.2 **Severability:** If any provision in this 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 of the Contract.
- 9.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 9.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the
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District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

9.5 **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 that follow them.

9.6 **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. **Notices.**

10.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent'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 Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: Randy Bomke

Date signed: May 17, 2019

Hamlin Independent School District

By: [Signature]  
President, Board of Trustees

Date signed: May 17, 2019

