
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of SOMERVILLE INDEPENDENT SCHOOL DISTRICT (the "District") and ERIC HOLTON (the "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 November 29, 2022 and ending June 30, 2026. 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

INITIALED BY:

JEH
President, Board of Trustees

Linda Perkin
Secretary, Board of Trustees

Eric Holton
Superintendent

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 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

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

5.1 **Salary:**

ONE HUNDRED TWENTY-FIVE THOUSAND Dollars (\$125,000) per year, subject to the following:

- (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. In addition to such benefits provided by state law and Board policies, the District shall provide the following:
- a) Three Hundred Fifty Dollars (\$350.00) per month for health insurance premiums; and
- b) One Thousand Two Hundred Dollars (\$1,200.00) per year as a technology allowance; and
- c) Reimbursement for actual costs incurred in pursuit of professional growth and development of the Superintendent. Such costs to include membership dues, registration for sponsored events and/or training, travel to and from sponsored events and/or training, meals while attending sponsored events and/or training, lodging required to attend sponsored events and/or training, and other reasonable expenses

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President, Board of Trustees

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Secretary, Board of Trustees

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Superintendent

realized by the Superintendent for attendance of sponsored events and/or training hosted by and membership to the following organizations:

- a. TASA – Texas Association of School Administrators
- b. AASA – American Association of School Administrators
- c. Burleson County Chamber of Commerce
- d. Rotary Club; and

- d) TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to be paid to the Superintendent upon completion of his or her fifth year of service (November 29, 2027) to the District as Superintendent. For the avoidance of doubt, should this Contract be terminated, nonrenewed, resigned, or voided prior to completion November 29, 2027, or should the Superintendent accept a reassignment to another position prior to November 29, 2027, or should the Superintendent be suspended without pay on November 29, 2027, the amount described in this section 5.2(d) would not be payable by the District; and
- e) Ten (10) vacation days to be utilized by the Superintendent at his or her discretion, but with reasonable notice to be provided to the Board. The ten (10) days granted herein are to be available as of the effective date of this contract and are to be utilized prior to June 30, 2023, should the Superintendent choose to do so. Any days not utilized by the date in the forgoing sentence will not carry-over and shall not accrue for future use to or to the benefit of the Superintendent. After this initial period, and beginning on July 1, 2023, ten (10) vacation days will be granted to the Superintendent on July 1 of each year and shall be used by June 30, should the Superintendent choose to do so, the following year. Such days not utilized between the time beginning July 1 and ending June 30 each year, shall not accrue for future use to or to the benefit of the Superintendent.

5.3 Relocation/Moving Expenses: The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent, his/her family and personal possessions to Somerville, Texas, up to a maximum amount of Three Thousand and 00/100 Dollars (\$3,000.00). The Superintendent shall document all expenses with receipts, canceled checks or credit card statements.

The Board hereby 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.

- 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.

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President, Board of Trustees

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Secretary, Board of Trustees

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Superintendent

8. **General Provisions.**

- 8.1 **Amendment:** This Contract shall not be amended except by written agreement between the Parties.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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 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.
- 8.5 **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.
- 8.6 **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.
- 8.7 **District Inhabitation:** The Superintendent shall reside within the geographic boundaries of the District.

9. **Notices.**

- 9.1 **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.
- 9.2 **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

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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: Eric [Signature]

Date signed: 11/28/22

Somerville Independent School District

By: Jasene [Signature]
President, Board of Trustees

Date signed: 11/28/22

By: Linda [Signature]
Secretary, Board Of Trustees

Date signed: 11-28-22

INITIALED BY: JEH
President, Board of Trustees

LP
Secretary, Board of Trustees

[Signature]
Superintendent