

STATE OF TEXAS §
COUNTY OF DENTON §

MUNICIPAL COURT INTERIM PRESIDING JUDGE
COMPENSATION AGREEMENT

Table of Contents

SECTION 1. TERM OF APPOINTMENT AND OF AGREEMENT.	2
SECTION 2. DUTIES.	2
SECTION 3. COMPENSATION.	3
SECTION 4. INDEPENDENT CONTRACTOR.	3
SECTION 5. PROFESSIONAL DEVELOPMENT.	3
SECTION 6. INTENTIONALLY OMITTED.	3
SECTION 7. SEPARATION PRIOR TO END OF CURRENT TERM.	3
SECTION 8. INTENTIONALLY OMITTED.	4
SECTION 9. HOURS OF WORK.	4
SECTION 10. INTENTIONALLY OMITTED.	5
SECTION 11. OUTSIDE ACTIVITIES.	5
SECTION 12. BONDING.	5
SECTION 13. OTHER TERMS AND CONDITIONS.	5
SECTION 14. GENERAL PROVISIONS.	5
SECTION 15. PERFORMANCE EVALUATION.	6

This Compensation Agreement (“Agreement”), is made and entered into this 5th day of May, 2026 by and between the City of Denton, Texas, a Texas municipal corporation, hereinafter called “City,” and Cynthia Burkett, Denton Municipal Court Interim Presiding Judge, (hereinafter called (“Appointee” or “Interim Presiding Judge”) and each agree as follows:

WHEREAS, on September 17, 2024, the City Council reappointed Tyler Atkinson as the Presiding Municipal Court Judge of the City of Denton Municipal Court of Record by Ordinance No. 24-1775; and

WHEREAS, Judge Tyler Atkinson was appointed to a two-year term ending on September 30, 2026; and

WHEREAS, Judge Tyler Atkinson resigned his position effective May 17, 2026; and

WHEREAS, Tex. Govt Code § 30.00008 states the governing body shall provide for the appointment of a qualified person to fill a vacancy that occurs in the office of municipal judge of a court of record for the remainder of the unexpired term; and

WHEREAS, the Honorable Cynthia Burkett has served as an Assistant Judge to the Denton Municipal Court since 2019 and has also previously fulfilled the duties of the Presiding Judge of the Denton Municipal Court on an interim basis; and

WHEREAS, the City Council approved the appointment of the Honorable Cynthia Burkett as Interim Presiding Judge of the Municipal Court on May 5, 2026, said appointment to be effective May 18, 2026 for the remainder of the current term ending on September 30, 2026; and

WHEREAS, the parties acknowledge Cynthia Burkett is a member of the State Bar of Texas (“State Bar”) and that the Presiding Municipal Court Judge is subject to the Code of Professional Responsibility of the State Bar and must comply with all conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required by the Texas Code of Judicial Conduct; and

WHEREAS, the parties agree the appointment ordinance appointing Cynthia Burkett as the Interim Presiding Judge from May 18, 2026, through September 30, 2026, was approved in accordance with all applicable Texas constitutional and statutory requirements, and supersedes all previous ordinances appointing the Presiding Judge of the Denton Municipal Court.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. TERM OF APPOINTMENT AND OF AGREEMENT.

- A. Interim Presiding Judge has previously been appointed for a term as an Assistant Municipal Judge with the current term ending on December 30, 2027 (“Current Contract”).
- B. Interim Presiding Judge on or before the date of execution of this Agreement has been appointed to serve the remainder of the current term of the Presiding Judge, said remaining term commencing on May 18, 2026, and ending September 30, 2026.
- C. This Agreement shall commence on May 18, 2026, and expire at 11:59p.m. on September 30, 2026.
- D. This Agreement supersedes all previous agreements between the City of Denton and the Appointee, and upon its execution shall effectively terminate Cynthia Burkett's Current Contract with the City of Denton as an Assistant Judge with no further action by the City.
- E. Notwithstanding the expiration date stated in Section 1.B. above, this Agreement shall immediately and automatically terminate upon the City Council’s action to remove Cynthia Burkett prior to the expiration of this Agreement due to involuntary termination or involuntary separation.
- F. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Interim Presiding Judge at any time, subject only to the provisions expressly set forth herein.
- G. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Interim Presiding Judge to resign at any time from her position with the City, subject only to the provision set forth in Section 7, paragraph B, of this Agreement.
- H. Interim Presiding Judge agrees not to accept or perform other work or employment, nor to become employed, engaged, contracted, or appointed by any other employer or as an independent contractor, except as provided in Section 9.C., until this Agreement is terminated by either party as provided herein.

SECTION 2. DUTIES.

City hereby engages the services of Cynthia Burkett as Interim Presiding Judge of said City to perform the functions and duties specified by and in accordance with the Code of Judicial Conduct, the Denton City Charter, the City Code, the laws of the State of Texas including Chapters 29 and 30 of the Texas Government Code, and all other applicable laws, and to perform other legally permissible and proper duties and functions as City shall from time to time assign. Such duties include court sessions, hearings as may be needed, arraignments, in-house training, office hours including duties outside of court such as queues, warrants etc., and other services of the Municipal Court Judge, including as a statutory magistrate.

SECTION 3. COMPENSATION.

- A. City agrees to pay Interim Presiding Judge for her services rendered pursuant hereto an annual base salary of \$170,000 payable in installments in the same manner and at the same time as employees of the City are paid.
- B. Base Salary: The City agrees to pay Appointee a salary payable in installments at the same time that the employees of the City are paid. Any increase in base salary or other compensation shall adjust the base salary to the increased amount.
- C. The compensation for Appointee includes both financial and non-financial components, including but not limited to items such as salary.
- D. The Interim Presiding Judge, as one of several appointed magistrates for the City of Denton, is required to serve as a “Jail Magistrate” to perform magisterial duties related to persons arrested by, and in the custody of the Denton Police Department.
- E. The Presiding Judge shall be responsible for providing after-hours warrant service. “After hours” is defined as all hours excluding 8:00 AM to 5:00 PM on Monday through Friday but including City-approved holidays, Saturdays, and Sundays. Travel time to and from court shall not be included as billable time.

SECTION 4. INDEPENDENT CONTRACTOR.

Interim Presiding Judge shall provide work provided for herein as an independent contractor, not as an employee of the City. Interim Presiding Judge shall not have or claim any right arising from employee status.

SECTION 5. PROFESSIONAL DEVELOPMENT.

City agrees to budget and to pay for the required State Bar of Texas dues of the Interim Presiding Judge.

SECTION 6. INTENTIONALLY OMITTED.

SECTION 7. SEPARATION PRIOR TO END OF CURRENT TERM.

- A. In the event Interim Presiding Judge voluntarily resigns her position with City before expiration of the aforesaid term of her employment, then Interim Presiding Judge shall give City 30 days’ notice in advance, unless the parties otherwise agree.
- B. For the purpose of this Agreement, involuntary termination or involuntary separation means:
 - a. The majority of the governing body votes to terminate or dismiss the Appointee at a properly posted and duly authorized meeting of the governing body.

- b. If the City, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Appointee's position that substantially changes the form of government or the duties of the Appointee, the Appointee shall have the right to declare that such amendments constitute involuntary termination.
 - c. If the City reduces the base salary, compensation or any other financial benefit of the Appointee, unless it is applied in no greater percentage than the average reduction of City employees, such action shall constitute a breach of this Agreement and will be regarded as a termination.
 - d. If the Appointee resigns at the request of the City, whether formal or informal, then the Appointee may declare an involuntary termination as of the date of the request.
- C. Appointee agrees that termination for good cause is permitted by law and Appointee may be removed from the office of Municipal Court Judge without any further obligation from the City. For purposes of this Agreement the term "good cause" shall:
- 1. Be defined as follows:
 - a. Conviction of a class B or above misdemeanor, felony, or a crime of moral turpitude; or
 - b. Knowingly falsifying records or documents related to the City's activities or Appointee's duties under this Agreement; or
 - c. Loss of license to practice law in the State of Texas, or
 - d. A public sanction for a violation of the Texas Code of Judicial Conduct.
 - 2. Include the reasons for removal stated in the Texas Constitution Article V, Section 1-a (6) and Local Government Code 21.025.
- D. For purposes of this section, a crime of moral turpitude means a criminal offense involving dishonesty or fraud such as theft; forgery, perjury; and bribery.

SECTION 8. INTENTIONALLY OMITTED.

SECTION 9. HOURS OF WORK.

- A. It is recognized by both City and Interim Presiding Judge that the duties of Interim Presiding Judge require a great deal of time outside of normal office hours. It is also recognized by the parties that Interim Presiding Judge is required to devote the amount of time and energy necessary to carry out those duties with the highest amount of professionalism possible. That being the case, the parties recognize that Interim Presiding Judge may choose to take personal time off during business hours when it is appropriate

and when her duties allow. Although this personal time off is not considered vacation, neither is it to be considered as compensatory time for time spent by Interim Presiding Judge in carrying out her duties outside of normal office hours, as the parties agree that the Interim Presiding Judge must devote the amount of time necessary to fulfill those duties. The Council will consider, in correlation with any applicable Federal and state law, the Interim Presiding Judge's use of personal time off during the performance evaluation.

- B. The Appointee will devote full time and effort to the performance of the Appointee's duties and shall remain in the exclusive engagement with the City during the term of this Agreement.
- C. Notwithstanding provision B. of this Section 9., Interim Presiding Judge may perform Denton County magistrate duties for Denton County, serve as an Associate Judge at times and in a manner which will not in any manner interfere with the performance of, or the Appointee's availability for the performance of, the Appointee's duties hereunder.

SECTION 10. INTENTIONALLY OMITTED.

SECTION 11. OUTSIDE ACTIVITIES.

See Section 9.C.

SECTION 12. BONDING.

City shall bear the full cost of any fidelity or other bonds that may be required of the Interim Presiding Judge under any law or ordinance.

SECTION 13. OTHER TERMS AND CONDITIONS.

The City Council, and in consultation with the Interim Presiding Judge, shall fix any such other terms and conditions as it may determine from time to time, relating to the performance of Interim Presiding Judge, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Texas State Law, and Chapters 29 and 30 of the Texas Government Code, or any other law, and are memorialized by a written amendment to this Agreement.

SECTION 14. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- C. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

D. All matters stated in the Preamble of this Municipal Court Interim Presiding Judge Compensation Agreement are true and correct and are hereby incorporated into the body of this Contract as though fully set forth in their entirety.

E. Effective Date.

This Agreement shall take effect on May 18, 2026.

F. Appropriations.

The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to the severance pay, salary and benefits set forth and described herein.

SECTION 15. PERFORMANCE EVALUATION

A. If applicable, the Council shall review and evaluate the performance of the Interim Presiding Judge at least once annually during the time set aside each year for the performance review of other Council appointees. Said review and evaluation shall be in accordance with specific criteria developed jointly by Interim Presiding Judge and City. Said criteria may be added to or deleted from as the Council and Interim Presiding Judge shall agree.

B. If applicable, the Council and Interim Presiding Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the City of Denton Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.

C. If applicable, in effecting the provision of this Section, the Council and the Interim Presiding Judge mutually agree to abide by the provisions of applicable law.

IN WITNESS WHEREOF, the Mayor as duly authorized by the City Council and on behalf of the City of Denton, has signed and executed this Agreement and the Interim Presiding Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

INTERIM PRESIDING JUDGE:

CITY OF DENTON:

CYNTHIA BURKETT

GERARD HUDSPETH, MAYOR