

STATE OF TEXAS

COUNTY OF

COOKE

\* WALNUT BEND INDEPENDENT SCHOOL DISTRICT  
\* KNOW ALL MEN BY THESE PRESENTS  
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CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Trustees ("Board") of Walnut Bend Independent School District, a Texas independent school district having its administrative offices in Walnut Bend, Cooke County, Texas (W.B.I.S.D.) and Ken Kemp ("Superintendent"), that W.B.I.S.D. , in accordance with its action as reflected in the minutes of its meeting held on February 7th, 2023 had and does hereby employ Mr. Ken Kemp as Superintendent of Schools under the terms of this contract for the period commencing June 1, 2023 and ending June 30, 2026. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in the said district as prescribed by the laws of the State of Texas and by the rules, regulations, and policies of the Texas Education Agency and of Walnut Bend I.S.D., pursuant to the following terms and conditions:

1. Salary: Payment Schedule. The District shall provide the Superintendent with an annual salary of eighty-eight thousand nine hundred dollars (\$88,900). This salary shall be paid to the Superintendent in equal installments consistent with the Board's policies for 226 days of service for each year.
2. Salary: Adjustments. The Board of W.B.I.S.D. reserves the right to adjust the annual salary of the Superintendent during the term of this contract, although such salary adjustment shall not reduce the annual salary below the figure stated above, unless due to financial exigency, it becomes necessary to reduce the salaries of all other professional administrative staff members, in which event the Superintendent's salary will also be subject to a proportionate reduction. Any increase in salary made during the terms of this contract shall be in the form of an amendment or addendum and shall become a part of this contract, but it shall not be considered that the W.B.I.S.D. Board and the Superintendent have entered into a new contract, or that the termination date of the existing contract has been extended. However, the Board may by specific action extend the termination date of the existing contract.
3. Travel Expense Reimbursement. As a condition of his employment, the Superintendent will be required to travel on occasion on behalf of W.B.I.S.D. for which travel expenses W.B.I.S.D. will reimburse the Superintendent at the district rate per mile of travel. In addition, the Superintendent will be reimbursed for actual out-of-pocket travel expenses incurred on approved school district business.

4. Insurance Expense Reimbursement. As a condition of employment, the Superintendent will be entitled to any insurance provided other professional employees.
5. Texas Teacher Retirement System. For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS"), up to a maximum of \$3,600 annually, during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
6. Housing. While the District owns a house within the District, the Superintendent has declined to live in the District-owned house.
7. Membership Expense Reimbursement. W.B.I.S.D. will bear the costs of membership for the Superintendent in those national, state, regional, area, and local professional and civic organizations, which relate to his duties as Superintendent of Schools, in an annual amount not to exceed \$1,500. Mr. Kemp's membership and active participation in such organizations are deemed to be conditions of employment.
8. Annual Working Days. The Superintendent annual contract period will be for 226 days.
9. Sick Leave: other Absences from Duty. The Superintendent's sick leave and other types of absence from duty, including vacation, will be governed by applicable local Board policy in force at the time pertaining to other W.B.I.S.D. professional personnel.
10. Agreement to Serve as Superintendent. In consideration for the position and the compensation here in above agreed to be paid therefore by W.B.I.S.D., Mr. Kemp accepts the office and position of Superintendent of Schools of Walnut Bend Independent School District of Cooke County, Texas, for the fore said period commencing June 1, 2023 and ending June 30, 2026 and agrees that during such time he will, to the best of his ability and skill, perform the duties of such office and position in accordance with pertinent laws pertaining to the discharge of such duties in accordance with such rules and regulations as W.B.I.S.D. may make within its lawful discretion and authority, and in accordance with recognized professional standards for the performance of such duties, as determined by law and by the Texas Education Agency.
11. Discharge; Grounds and Procedures. Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause. The Board of W.B.I.S.D. shall not arbitrarily or capriciously

propose his dismissal, and the Superintendent shall have the right to receive a full and fair hearing before the Board within a reasonable time after such dismissal has been proposed by the Board. If the Superintendent chooses to be represented by legal counsel at any such dismissal hearing, the Superintendent will assume the cost of his own legal expenses. The Board and the Superintendent, through their respective attorneys, may present witnesses and other relevant evidence as shall be appropriate in such proceeding; such hearing shall be conducted in closed (executive) session unless the Superintendent specifically requests in writing that the hearing be open to the public.

Any suspension of the Superintendent by the Board prior to the hearing shall be with pay.

12. Certification. The Superintendent shall maintain on file in the personnel office of W.B.I.S.D., throughout the period of this employment, a valid and appropriate certificate authorizing him to serve as superintendent of schools of an independent school district in the State of Texas.
13. Superintendent's Responsibilities. Mr. Kemp, as Superintendent of Schools, shall have the responsibility to recommend the organization and reorganization of the administrative and supervisory staffs, including those relating to instructional and business affairs, as well as the placement, reassignment, and transfer of professional personnel. The responsibility for recommending the employment, promotion, demotion, renewal, non-renewal, disciplining, and termination of all certified employees shall also be vested in the Superintendent, subject to approval by the Board.

The Superintendent shall serve as chief administrative officer to the Board of Trustees and for W.B.I.S.D.; it shall be his responsibility to supervise and coordinate the central administrative functions of the district and he shall exercise those duties, which are mandated by statute as well as those specifically designated by the Board. The duties and responsibilities of the Superintendent of Schools, shall include, but not be limited to, the following:

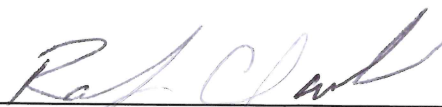
- a. Attend all Board meetings and such other meetings of committees as the Board may deem desirable;
- b. Coordinate the instructional program of the district in the creation and conduct of courses of study, acquisition of textbooks and supplies, and supervision related thereto;
- c. Consolidate classes, assign pupils to buildings and classes, and transfer pupils;
- d. Develop, maintain, and operate a constructive program of in-service training and education for all professional employees of the school system;
- e. Coordinate the work of all school personnel, and establish necessary procedures for evaluating the work of such personnel;

- f. Act as a budget officer for the Board of Trustees, regularly prepare and present expenditure and receipt estimates necessary to the operation of the school system, and propose an annual budget;
- g. Maintain a continuous study of the problems confronting schools, evaluate the quality and efficiency of all departments, and report to the board of Trustees as required;
- h. Perform such other duties consistent with the foregoing as the Board of Trustees may determine and its policy manual provide.

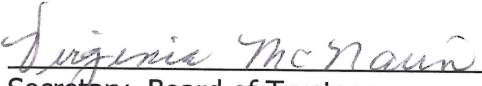
- 14. Tax-Deferred Program. The Board, at the request of the Superintendent and in accordance with State law, may withhold and transfer an amount of his salary annually, or semiannually, or monthly, said amount to be determined by the Superintendent permitting him to participate, if he so desires, in a tax-deferred program of his choosing.
- 15. Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
- 16. Renewal of Contract; Extension. The Board agrees to notify the Superintendent in writing, at or before its regularly scheduled meeting to be held in January of 2024, of its intention to re-employ him or not to re-employ him, as the case may be, for any period beyond the term of his contract.  
The Board's failure to take action, however, will not operate to extend this contract.
- 17. Entire Agreement. This document constitutes the entire agreement and the contract between the parties concerning such employment, and may be changed or amended only by written consent of the parties hereto.


Amended in duplicate originals the 7th day of February 2023.

Walnut Bend Independent School District

By:   
President, Board of Trustees  
Walnut Bend Independent School District

ATTEST:

  
Secretary, Board of Trustees  
Walnut Bend Independent School District

  
Ken Kemp  
Superintendent of Schools

