

IV. Duties. The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform her duties as follows.

4.1 Authority. The Superintendent is the chief administrative officer of the District. The Superintendent shall perform such duties and have such powers as may be prescribed by state law, the job description, and District policies, as well as any additional duties as the Board may designate from time to time. The Superintendent will annually evaluate all administrators who report directly to the Superintendent.

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

V. Review of Performance.

5.1 Development of Goals. The Superintendent shall submit to the Board by July 1 each year, for the Board's consideration and adoption, a preliminary list of goals for the District. For the 2024-2025 school year only, the Superintendent shall submit the list of goals to the Board no later than September 1, 2024, and the Board shall consider and adopt goals not later than October 1, 2024. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals in July. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals, either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with the Superintendent in achieving the District Goals.

5.2 Time and Basis of Evaluation. Beginning July 1, 2025, the Board shall evaluate and assess in writing the performance of the Superintendent in July of each year during the term of this Contract or any extension thereof. No later than 20 days prior to the Superintendent's evaluation, the Superintendent shall provide the Board a self-appraisal using the adopted evaluation instrument and the Board shall take this into consideration in conducting the Superintendent's evaluation. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based in the Superintendent's performance of the Superintendent's assigned duties and responsibilities, including the District's progress toward accomplishing the District Goals. No later than October 1, 2025, the Board shall adopt, after considering any input from the Superintendent, an evaluation instrument for the Superintendent's performance evaluation by the Board.

- 5.3 Confidentiality.** Unless the Board and Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed or executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

VI. Compensation.

- 6.1 Salary.** The District shall pay the Superintendent an annual base pay of \$270,105.11 (Two Hundred Seventy Thousand One Hundred Five Dollars and Eleven Cents) per year during the term of this Contract. The Superintendent shall receive the same annual average percent salary increase adopted by the Board for full time classroom teachers (teacher scale consisting of one year of experience to thirty-four years of experience). This average is to be calculated by the Willis ISD Assistant Superintendent of Business and Finance.
- 6.2 Adjustments.** At any time during the term of this Contract or any extension thereof, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this Contract. Adjustments to salary and any other compensation under Section VI of this Contract shall be based only on performances in accordance with the Superintendent's annual evaluation under Section V of this Contract and not on any general increase for the District administrators, unless otherwise determined by the Board.
- 6.3 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 increase the benefits but not reduce the benefits provided for in this paragraph.
- 6.4 Professional and Civic Organization Membership Fees.** Reasonable fees and costs will be paid by the District for the Superintendent's membership and participation in organizations related to her professional development and civic responsibilities. The Superintendent is encouraged to participate in various professional educational organizations that expand her professional growth and her involvement in the community. The Superintendent will submit an annual budget for such fees as part of the District's overall budget for the Board's approval.
- 6.5 Business Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District or Regional Service Center area. Such actual or incidental costs may include, but are not limited to, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District, excluding any expenses for which the Superintendent is otherwise compensated under this

Contract. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

- 6.6 Technology.** The District will provide the technology necessary to carry out the duties of the Superintendent, including a cell phone, tablet, laptop, and any monthly charges associated with such technology. The Superintendent may use the cell phone and other technology provided by the District for both business and personal use, provided that any personal use shall not interfere with the business use of technology.
- 6.7 Health and Life Insurance.** The District shall provide the Superintendent with the same standard group health-related options available to other District employees.
- 6.8 Vacation Leave Days.** In addition to the personal leave days granted to other employees of the District, the Superintendent shall receive an additional 15 vacation leave days annually, which she may take at her choice when not interfering with urgent duties. The days may be taken in a single period or at different times, as will least interfere with the performance of her regular duties for the District. At the Superintendent's discretion, prior to July 1 each year during the term of this Contract or any extension thereof, she may surrender and be paid for up to ten (10) accrued but unused vacation leave days, such payment to be at the Superintendent's then-current daily rate. The Superintendent shall at no time accrue, in the aggregate, more than 30 vacation days. The Superintendent shall notify the Board President of the days taken as vacation.
- 6.9 Unused Vacation Days.** The District shall pay the Superintendent for any unused vacation leave days up to a maximum of 20 days upon her leaving the District's employ, at her then-current daily rate.
- 6.10 Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, unless excused by the Board, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's contract, the Superintendent's salary and benefits, the Superintendent's evaluation and issues related to internal Board matters.
- 6.11 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"), in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent for each payroll during the term of this Contract. 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 by regular monthly payroll installments and shall be reported as "creditable compensation" to TRS, to the extent permitted by IRS and law.

VII. Legal Defense and Indemnification.

- 7.1 Legal Defense.** The District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in an official capacity for act or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law. The District shall indemnify the Superintendent against any and all awards, judgments, settlements, or any form of monetary compensation arising out of any demand, claim, suit, action, or legal proceeding brought against the Superintendent, in an official capacity, for act or omission occurring within the course and scope of the Superintendent's employment, to the extent permitted by law.
- 7.2 Dispute with District.** The Board shall not provide a legal defense or indemnification for any demand, claim, suit, action, or any legal proceeding between the Superintendent and the District, its agent, servants, employees, or subordinates.
- 7.3 Misconduct.** Notwithstanding anything in this section or in the Contract to the contrary, the District shall not be obligated to defend or indemnify the Superintendent in the event it is determined that the demand, claim, suit, action, or legal proceeding against the Superintendent is the result of:
- a. An act or omission that involves intentional misconduct or a knowing violation of the law; or
 - b. A transaction from which the Superintendent received an improper benefit
- 7.4 Insurance.** The District may fulfill its obligation under this section by purchasing insurance coverage as determined by the Board.

VIII. Extension. At any time during the Contract, the Board may, in its discretion, extend the term of the Contract and reissue the Contract, adding one year to the term. Extension of the Contract may be considered as part of the annual evaluation process under Section V of this Contract. Failure to extend or to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. The Superintendent shall have no right to such extension.

IX. Resignation. The Superintendent may relinquish her position and leave the employment of the District by written resignation addressed and filed with the Board not less than 120 days prior to its effective date in the year that the release from this Contract is requested. The Superintendent may resign with the consent of the Board at any other time.

X. 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.

XI. Suspension. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with or without pay during the term of this Contract for good cause as determined by the Board.

XII. General Provisions.

12.1 Amendment. This Contract may not be amended except by written agreement of Parties.

12.2 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.

12.3 Entire Agreement. All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by the Contract. This Contract and any addenda constitute the entire agreement between Parties.

12.4 Applicable Law and Venue. Texas law shall govern this Contract. The Parties agree that the 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 the venue shall be the federal district and division in which the district's administration building is located.

12.5 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 paragraph that follows them.

XIII. Board/Superintendent Communication.

13.1 Board/Superintendent Communications and Working Relationships. By September 1, 2024, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually, the Board and the Superintendent shall review the agreed-upon process and procedures and agree on necessary changes.

13.2 Criticism, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

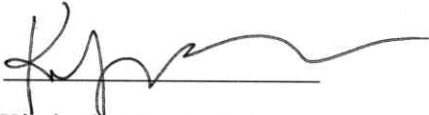
XIV. Notices.

14.1 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 by delivering the notice through hand-delivery, certified mail, regular mail and/or express delivery service to the Superintendent's address of record.

14.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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, 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.

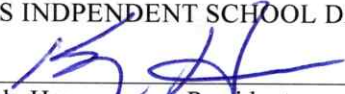
This contract has been approved by majority vote of the Board in a lawfully called and convened public meeting. It is executed by authorized individuals in duplicate on the dates stated below.

The parties have read this Contract and agree to abide by its terms and conditions.

Superintendent: 
Kimberley James, Ed.D.

Date Signed: 8/6/2025

WILLIS INDEPENDENT SCHOOL DISTRICT

By: 
Kyle Hoegenmeyer, President
Board of Trustees

Date Signed: 8/6/2025

By: 
Chad Jones, Secretary
Board of Trustees

Date Signed: 8/6/2025