EMPLOYMENT CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this the 9th day of April, 2026 by and between the Board of Trustees, hereinafter referred to as the "BOARD", of the Lubbock Independent School District, hereinafter referred to as the "DISTRICT," and DR. KATHY ROLLO, hereinafter referred to as the "SUPERINTENDENT."

W I T N E S S E T H:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I.

TERM

The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on July 1, 2026, and ending on June 30, 2029. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the date of termination of the Contract to a term permitted by State law.

II.

EMPLOYMENT

2.1 Duties. The Superintendent shall be the chief administrator and executive officer of the District and shall administer the School District in accordance with the Board's policies. The Superintendent shall perform those duties which are required by State law and other duties as lawfully prescribed by the Board's policies.

The duties of the Superintendent include:

(1) assuming administrative responsibility and leadership for the planning and operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;

(2) assuming administrative authority and responsibility for the assignment and evaluation of all personnel of the District other than the Superintendent;

(3) final authority regarding the selection of contractual and non-contractual personnel of the District other than the Superintendent, as provided by TEX. EDUC. CODE § 11.1513;

(4) initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;

(5) managing the day-to-day operations of the District as its administrative manager;

(6) preparing and submitting to the Board of Trustees a proposed budget as provided by TEX. EDUC. CODE § 44.002;

(7) preparing recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;

(8) developing or causing to be developed appropriate administrative regulations to implement policies established by the Board of Trustees;

(9) providing leadership for the attainment of student performance in the District based on the indicators adopted under TEX. EDUC. CODE § 39.051 and other indicators adopted by the State Board of Education or the District's Board of Trustees;

(10) organizing the District's central administration; and

(11) performing any other duties assigned by lawful action of the Board of Trustees.

2.2 Board Meetings. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the following exceptions: (1) those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, (2) those closed meetings devoted to the consideration of the Superintendent's salary and benefits as set forth in this Contract, (3) those closed meetings devoted to deliberation regarding the Superintendent's evaluation, and/or (4) those closed meetings where the Board requests that the Superintendent excuse herself from that portion of the meeting.

2.3 Board Committee Meetings. The Superintendent or the Superintendent's designee shall attend all Board Committee Meetings, Board-authorized and approved citizen committee meetings, and further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting.

2.4 Criticisms, Suggestions. Pursuant to the duties established herein, the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action and the Superintendent shall promptly investigate such matters and periodically inform the Board of the results of such efforts.

2.5 Professional Certification. The Superintendent shall, at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency.

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

2.7 Indemnification/Insurance Coverage. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent, up to the limits of the applicable insurance coverage. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section 2.7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.7 shall survive the termination of this Contract. The District shall provide insurance coverage to protect the Superintendent in any legal proceedings brought against the Superintendent in her individual capacity or in her official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of her employment with the District. The District's obligation under this paragraph survives the termination of this Contract.

2.8 **Residency.** The Superintendent shall maintain her primary legal residence within the District and shall maintain such residency in the District during the terms of this Contract and any subsequent extensions.

III.

COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED NINETY-ONE THOUSAND, SEVEN HUNDRED AND FORTY-SEVEN DOLLARS AND FIFTY CENTS ($291,747.50). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Texas Teacher Retirement System. During the Superintendent's employment with the district, the District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and healthcare parts of such member contributions. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "credible compensation" by the district for purposes of TRS, to the extent permitted by TRS.

3.3 Salary 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 base salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Beginning July 1, 2026, and for each subsequent Contract Year during the term of the contract or any extensions thereof, increases in salary for merit shall be based upon the Superintendent's annual evaluation and shall be at the discretion of the Board. Any mutually agreed adjustments shall be made pursuant to a lawful Board action and they shall be in the form of a written addendum to this Contract or a new Contract signed by all parties.

IV.
SUPERINTENDENT PAY-FOR-PERFORMANCE INCENTIVES

4.1 Incentive Structure Aligned with Student Outcome Goals

4.1.1 The District believes all students can achieve high levels of success and growth.

a. Commitment: The District will support and equip all students through caring professionals delivering high quality programming.

Long-Term Goals		2026 Goal	Incentive for Reaching 2026 Goal
Goal 1	By June 2026, the percentage of students served in quality schools (A & B) will increase from 42% to at least 80%.	80%	$15,000
Goal 2	By June 2026, the percentage of Lubbock ISD third graders meeting Expectations in Reading will increase from 39% to 60%.	60%	$7,000
Goal 3	By June 2026, the percentage of Lubbock ISD third graders Meeting Expectations in Math will increase from 34% to 60%.	60%	$7,000

Goal 4	By June 2026, the percentage of Lubbock ISD eighth graders meeting Expectations in Reading will increase from 42% to 60%.	60%	$7,000
Goal 5	A. Until June 2026, eighth grade enrollment in Algebra will be maintained at 30%. B. AND by June 2026, the percentage of Lubbock ISD eighth graders Meeting Expectations in Math will increase from 19% to 50%.	A. 30% B. 50%	$7,000
Goal 6	By 2026, the percentage of Lubbock ISD students qualifying as College, Career, and Military Ready (CCMR) will increase from 74% to 85%.	85%	$7,000

4.1.2 Consideration of future incentives.

In August of each year, the Board may consider the appropriate pay-for-performance goals for the upcoming school year. Those goals will be placed in an addendum to this contract or into a new employment contract for the Superintendent.

V.

ANNUAL PERFORMANCE GOALS

The Superintendent shall submit to the Board a preliminary list of goals for the District in August of each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet to approve or revise the list of goals. The Superintendent shall submit a plan to the Board to implement the goals which have been approved and adopted by the Board. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals in a reasonable manner either by action of the Board or upon recommendation of the Superintendent and approval of the Board.

The goals developed by the Superintendent and approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in implementing these goals.

VI.

REVIEW OF PERFORMANCE

6.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent in the month of January of each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives approved by the Board for the year of evaluation.

6.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in 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.

6.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and State and Federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modification must be adopted at least one (1) year prior to its implementation.

VII.

EXTENSION OF EMPLOYMENT CONTRACT

7.1 Extension. Following the yearly evaluation of the Superintendent in January, the Board may consider extension of the Superintendent's Contract.

7.2 Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas

Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 100th day before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VIII.

TERMINATION OF EMPLOYMENT CONTRACT

8.1 Mutual Agreement. This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing at any time, upon such terms and conditions as may be mutually agreed upon.

8.2 Retirement, Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

8.3 Resignation. The Superintendent may relinquish the position and duties of the Superintendent and leave the employment of the District at the end of any school year without penalty, provided the Superintendent submits a resignation in writing to the Board forty-five (45) days prior to the first instructional day of the following school year during the term of this Contract, or upon such other notice of resignation which the Board chooses, at its option, to accept. Upon the acceptance of such written resignation by the Board, the representative rights, duties and obligations stated herein shall terminate.

8.4 Dismissal for Good Cause. If the Superintendent willfully breaches or neglects the duties which the Superintendent is required to perform under the terms of this Contract, or if any act, omission, or other conduct on the part of the Superintendent shall constitute good cause for termination, the Board may, in its discretion, terminate this Contract. The term "good cause" is limited to the following:

(a) Repeated failure to correct deficiencies pointed out as part of the appraisal or evaluation process or any other communication;

(b) Failure to fulfill duties or responsibilities;

(c) Incompetency or inefficiency in the performance of required or assigned duties;

(d) Insubordination or failure to comply with Board directives;

(e) Failure to comply with the Board's policies or the District's administrative regulations;

(f) Neglect of duties;

(g) Drunkenness or excessive use of alcoholic beverages;

(h) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

(i) The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics as defined by the Texas Controlled Substances Act, while on school property, or while attending any School or District sponsored activity;

(j) Conviction of a felony or crime involving moral turpitude;

(k) Failure to comply with the District's standards of professional conduct;

(l) Failure to comply with the reasonable District professional development requirements regarding advanced course work or professional improvement and growth;

(m) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent pursuant to the terms and conditions of § 10.2 of this Contract;

(n) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;

(o) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;

(p) Assault on an employee or student;

(q) Falsification of records or documents related to the District's activities;

(r) Knowingly misrepresenting facts to the Board or other District officials in the conduct of the District's business;

(s) Failure to fulfill requirements for Superintendent certification;

(t) Any activity, school related or otherwise that, because of publicity given it, or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District;

(u) Deficiencies pointed out in evaluations, supplemental memoranda or other communications;

(v) A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal;

(w) Other reasons constituting good cause.

8.5 Termination Procedure. In the event that the Board terminates this Contract, the Superintendent shall be afforded all the rights as set forth in the Board's policies and State and Federal law.

IX.

BENEFITS

9.1 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 the reasons of travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District.

9.2 Technology Allotment.

(a) The District shall provide the Superintendent a personal computer system and fax machine to be installed and maintained for the Superintendent's business and personal use in her home office all at the sole expense of the District.

(b) Due to the nature of the responsibilities and duties of the Superintendent, the District shall provide the Superintendent a technology allotment of Three Hundred and No/100 Dollars ($300.00) per month to cover the costs of a cellular telephone for her business and personal use.

9.3 Insurance. The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees. The District will provide the Superintendent with Short and Long-Term Disability insurance.

9.4 Retirement Plan. The Board shall make monthly contributions to the Texas Teacher Retirement System on behalf of the Superintendent. Further, the District shall reimburse the Superintendent for her share of TRS contributions.

9.5 Discretionary Allowance. In addition to reimbursement for expenses authorized in this section, the Superintendent shall also receive a discretionary expense account in the amount of Five Hundred and No/100 Dollars ($500.00) per month.

9.6 Vacations, Holidays, Sick Leave. The Superintendent shall be privileged to take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. On July 31 of each year during the term of this Contract, all unused vacation days which have accrued during the previous thirteen months ending on July 31 shall be paid to the Superintendent, calculated by dividing the applicable annual salary by 226 days and multiplied by the number of unused vacation days.

The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

9.7 Professional Growth. The Superintendent shall devote the Superintendent's time, attention and energy to the direction, administration and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall also encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as any other memberships which the Superintendent deems necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

9.8 Community or Civic Memberships. The Superintendent is encouraged to become involved with the community as well as to participate in civic activities. The expense of one membership will be paid by the District.

X.

DISABILITY

10.1 Disability Procedure. Should the Superintendent be unable to perform any or all of the essential functions of the material duties of her position by reason of illness, accident, etc., following complete exhaustion of all accrued vacation and sick leave, the Superintendent shall be placed on unpaid leave from the District upon a determination of Long Term or Permanent disability as hereinafter provided; provided, however, that the Board, in its discretion, may continue to pay the Superintendent the amount and for a period the Board deems appropriate.

10.2 Long Term or Permanent Disability. Long Term or Permanent Disability means a disability which renders the Superintendent incapable of performing any or all of the essential functions of the Superintendent's material duties or obligations of employment for a period which exceeds one hundred eighty (180) business days or an incapacity that is irreparable.

10.3 Determination of Disability. The determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician. The costs of the physical examinations provided for herein shall be paid by the District.

10.4 Action of the Board. In the event that the disability of the Superintendent is a Long Term or Permanent Disability as defined in subparagraph (b) of this paragraph, the Board may, in its discretion, and upon a redetermination of Disability under subparagraph (c), terminate this Contract by providing the Superintendent with written notice of such termination.

XI.

OUTSIDE EMPLOYMENT

11.1 Outside Employment and/or Consultant Activities. Any outside employment of the Superintendent requires Board approval in advance of accepting such employment. 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. Any Consulting Services of the Superintendent require Board approval in advance of accepting such Consulting Services. To the extent allowed by law, the Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall notify the Board President regarding the dates and length of time the Superintendent will be out of the District for each consultation. Consulting Services, or performance of personal services, provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law, including, but not limited to, Texas Education Code Section 11.006.

XII.

MISCELLANEOUS

12.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Lubbock, Lubbock County, Texas.

12.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

12.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage

prepaid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

12.4 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, the Texas Education Code, or any other State or Federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies and/or any such law.

12.5 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

EXECUTED on this the 9th day of April, 2026.

LUBBOCK INDEPENDENT SCHOOL DISTRICT

By: _____
Ryan Curry
President, Board of Trustees

ATTEST:

_____
Nancy Sharp
Secretary, Board of Trustees

SUPERINTENDENT

_____
DR. KATHY ROLLO