



# **School Financial Integrity Rating System of Texas Annual Financial Management Report**

**Conroe Independent School  
District's FIRST Rating**

## **Purpose of the FIRST Report**

- ❖ The state's financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), ensures that Texas public schools are held accountable for the quality of their financial management practices.**
- ❖ Rating is based upon an analysis of staff and student data reported for the 2022-2023 school year, budgetary and actual financial data for the fiscal year ended August 31, 2023.**

# How Ratings are Assessed

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**The School FIRST  
accountability rating  
system assigns four  
possible ratings to  
Texas school districts.**

**A**

- **Superior Achievement**
- 90-100 Points

**B**

- **Above Standard Achievement**
- 80-89 Points

**C**

- **Meets Standard Achievement**
- 70-79 Points

**F**

- **Substandard Achievement**
- 0-69 Points

# FIRST Report Scoring

Indicator	Points	Critical Indicators	Ceiling Indicators
1	Pass/Fail	✓	
2	Pass/Fail	✓	
3	Pass/Fail	✓	
4	Pass/Fail	✓	✓
5	Pass/Fail		✓
6	Pass/Fail		✓
7	10		
8	10		
9	10		
10	10		
11	10		
12	10		
13	10		
14	10		
15	5		
16	Pass/Fail		✓
17	Pass/Fail		✓
18	10		
19	5		
20	Pass/Fail		✓
21	Pass/Fail		✓
<b>Total</b>	<b>100</b>		

**Conroe Independent School District  
received a rating of**

**A = Superior Achievement  
22<sup>nd</sup> Consecutive Year**

**Scoring 96 out of 100 possible points**

**The “Superior Achievement” rating is the state’s highest,  
demonstrating the quality of Conroe ISD’s financial  
management and reporting systems.**



# Critical Indicators



# Indicator Number 1

Was the Annual Financial Report (AFR) and data submitted to the TEA within 30 days of the January 28th deadline for the district's fiscal year end of August 31st?

## Conroe ISD's Answer

Yes - January 25, 2024 (Pass)

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# Indicator Number 2

Was there an unmodified opinion in the AFR on the financial statements as a whole?

## Conroe ISD's Answer

Yes, an Unmodified Opinion is the highest assurance you can receive from the external auditor. (Pass)

# Indicator Number 3

Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

## Conroe ISD's Answer

Yes, we were in compliance with all payment terms. (Pass)

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# Indicator Number 4

Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?

## Conroe ISD's Answer

Yes (Pass)



# Solvency Indicators



# Indicator Number 5

Was the Total Net Position in the Governmental Activities column in the Statement of Net Position greater than zero?

## Conroe ISD's Answer

Yes (Pass)

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# Indicator Number 6

Was the average change in fund balance (assigned and unassigned) over the last 3 years less than a 25 percent decrease **or** did the current year fund balance (assigned and unassigned) exceed 75 days of operational expenditures?

## Conroe ISD's Answer

Yes (Pass)

# Indicator Number 7

Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures?

## Conroe ISD's Answer

Yes, the district had sufficient cash & current investments on hand.

Conroe ISD received a 10 out of 10 possible points.

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# Indicator Number 8

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

## Conroe ISD's Answer

Yes, 6 out of 10 possible points

# Indicator Number 9

Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If the district has at least 60 days cash on hand the district automatically passes this indicator.

## Conroe ISD's Answer

Yes, 10 out of 10 possible points

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# Indicator Number 10

Did the school district average less than a 10 percent variance (90%-110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?

## Conroe ISD's Answer

\*\*Indicator was not scored

# Indicator Number 11

Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the district's increase of students in membership over the last 5 years was 7% or more, the district automatically passes this indicator.)

## Conroe ISD's Answer

Yes, 10 out of 10 possible points

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# Indicator Number 12

What is the correlation between future debt requirements and the district's assessed property value?

## Conroe ISD's Answer

10 out of 10 possible points

# Indicator Number 13

Was the school district's administrative cost ratio equal to or less than the threshold ratio?

## Conroe ISD's Answer

Yes, 10 out of 10 possible points

State's acceptable administrative cost ratio to received a 10 is  $\leq 8.55\%$

Conroe ISD's ratio 4%

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# Indicator Number 14

Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If student enrollment increased, the district automatically passes this indicator.)

## Conroe ISD's Answer

Yes, 10 out of 10 possible points



# Financial Competence Indicators



# Indicator Number 15

Was the school district's actual ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA?

## Conroe ISD's Answer

\*\* Indicator was not scored

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# Indicator Number 16

Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?

## Conroe ISD's Answer

Yes, (Pass), zero variances

# Indicator Number 17

Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?

## Conroe ISD's Answer

We received a clean audit. (Pass)

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# Indicator Number 18

Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?

## Conroe ISD's Answer

We received a clean audit. Received 10 out of 10 possible points.

# Indicator Number 19

Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

## Conroe ISD's Answer

Yes. Received 5 out of 5 possible points.

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# Indicator Number 20

Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?

## Conroe ISD's Answer

Yes (Pass)

# Indicator Number 21

Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?

## Conroe ISD's Answer

Pass

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**The FIRST report along with the additional required disclosures including the Superintendent's Contract and the Annual Financial Management Report can be found on the District's transparency website.**

**[www.conroeisd.net/departments/financial-services/texas-transparency/](http://www.conroeisd.net/departments/financial-services/texas-transparency/)**



Thank you

## FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

The Superintendent's Contract entered into by and between the Board of Trustees of Conroe Independent School District ("Board") and Dr. Curtis Null ("Superintendent") on June 20, 2023 is hereby amended through this First Amendment as follows:

Pursuant to Board action taken on June 18, 2024, effective June 18, 2024, the Board makes the following amendments as follows:

1.1 **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 of five (5) years, commencing on June 18, 2024, and ending on June 18, 2029. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

4.0 **Additional Supplemental Retirement Contribution.** Effective June 21, 2022, for all years this Contract is in effect, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent in an amount equal to Twenty-Seven Thousand and No/100 Dollars (\$27,000.00); effective June 18, 2024, for all years of this Contract is in effect, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent in an amount equal to Forty-Two Thousand and No/100 Dollars (\$42,000.00). The District shall contribute to the Supplemental Retirement Plan on or before December 31 of each year this Contract is in effect. The contributions to the Supplemental Retirement Plan and earnings thereon shall become vested according to the schedule listed below.

<u>Date</u>	<u>Vested Percentage</u>
Prior to December 31, 2022	0%
December 31, 2022	20%
December 31, 2023	40%
December 31, 2024	60%
December 31, 2025	80%
December 31, 2026	100%

If the Board proposes termination of the Superintendent for any reason except a reason constituting moral turpitude, the Superintendent becomes fully vested on the date of separation.

If the Superintendent remains continuously employed by the District through December 31, 2027, the supplemental retirement contribution under this Paragraph shall be fifty thousand dollars (\$50,000), and the Superintendent shall vest 100% of such payment at that time.

If the Superintendent remains continuously employed by the District through December 31, 2028, the supplemental retirement contribution under this Paragraph shall be fifty thousand dollars (\$50,000), and the Superintendent shall vest 100% of such payment at that time.

The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

All other terms and conditions of said Contract shall remain in full force and effect.

Effective this 18<sup>th</sup> day of June, 2024

  
\_\_\_\_\_  
President, Board of Trustees

  
\_\_\_\_\_  
Superintendent

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF               §  
MONTGOMERY             §

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 6th day of June, 2023, by and between the Board of Trustees (the "Board") of the Conroe Independent School District (the "District") and Dr. Curtis Null (the "Superintendent").

**WITNESSETH:**

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

**I. Term**

1.1 **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 of five (5) years, commencing on June 6, 2023, and ending on June 1, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

**II. Employment**

2.1 **Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend to the Board or employ personnel of the District in accordance with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to

develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which may only be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

**2.2 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 State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

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

**2.4 Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

**2.5 Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

**2.6 Indemnification.** 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. 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 him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 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 2.6 shall survive the termination of this contract.

### **III. Compensation**

**3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Three Hundred Fifty Six Thousand Nine Hundred Fifty Six Dollars and Eighty Cents (\$356,956.80) predicated on 226 work days each year. For each year that this Contract is in effect, beginning with any raise provided full-time classroom teachers for the 2023-2024 school year, the Superintendent shall receive a minimum annual percentage raise in an amount equal to the percentage raise provided to full-time classroom teachers for that school year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

**3.2 Salary Adjustments.** At any time during the term of this Contract, 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 Section 3.1 of this Contract except by mutual agreement of the two parties or on a temporary basis in accordance with Section 21.4021 or Section 21.4032 of the Texas Education Code. Such adjustments, if any, shall be made pursuant to lawful Board action. Except for circumstances making a widespread salary reduction or furlough necessary, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract. 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.

**3.3 Vacation, Holiday and Personal Leave.** The Superintendent shall observe the same legal holidays and receive the same sick leave and personal leave benefits as authorized by Board policies for administrative employees who serve 226 duty days each year. In addition, the Superintendent is granted and may take forty (40) vacation days per year, 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. Effective June 6, 2023, on June 30 of every year this Contract is in effect or at any time at separation (whether on, before, or after June 30), all unused vacation days (up to forty (40)) accumulated by the Superintendent will be paid in lump sum to the Superintendent at the Superintendent's then current daily rate of base pay, based on 226 work days each year.

**3.4 Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

**3.5 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 at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall 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 Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues in relevant professional organizations. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership with notice to the Board.

**3.6 Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall also pay the reasonable and customary dues for the Superintendent's membership in up to three local civic and community organizations of the Superintendent's choice.

3.7 **Expenses.** In addition to the annual salary above, the Superintendent shall receive a two thousand three hundred dollars (\$2,300) allowance per month during the Superintendent's employment with the District to cover the costs of all reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this contract. This allowance covers, but is not limited to, all travel expenses within the District and Region VI Education Service Center/Greater Houston area and other incidental expenses. This allowance excludes out-of-District/Region VI/Greater Houston area travel expenses, which shall be reimbursed by the District, and further excludes expenses pertaining to mobile phone use or portable e-mail service, which shall be the Superintendent's responsibility. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors, and state and federal laws regarding such expenses to be reimbursed.

3.8 **TRS Contribution.** The District shall supplement the Superintendent's annual salary beginning June 18, 2019 and through the term of this Contract, by an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System required for the Superintendent. To the extent the Superintendent's TRS contribution is capped, the District shall determine the monetary amount that would have been contributed to TRS had the Superintendent's salary not been capped and include such amount. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of the Texas Retirement System of Texas.

3.9 **Supplemental Retirement Contribution.** Beginning June 16, 2020, the District shall make a contribution on or before June 15 of each year during which this Contract is in effect in the amount of \$1600 per pay period to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code"). Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. Unless already established, 403(b), 401(a), and 457(b) plans shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan and 457(b) plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that the contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on June 16, 2020.

4.0 **Additional Supplemental Retirement Contribution.** Effective June 21, 2022, for all years this Contract is in effect, the District shall contribute to a Supplemental

Retirement Plan for the benefit of the Superintendent in an amount equal to Twenty-Seven Thousand and No/100 Dollars (\$27,000.00). The District shall contribute to the Supplemental Retirement Plan on or before December 31 of each year this Contract is in effect. The contributions to the Supplemental Retirement Plan and earnings thereon shall become vested according to the schedule listed below.

<u>Date</u>	<u>Vested Percentage</u>
Prior to December 31, 2022	0%
December 31, 2022	20%
December 31, 2023	40%
December 31, 2024	60%
December 31, 2025	80%
December 31, 2026	100%

If the Superintendent remains continuously employed by the District through December 31, 2027, the supplemental retirement contribution under this Paragraph shall be fifty thousand dollars (\$50,000), and the Superintendent shall vest 100% of such payment at that time.

The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

#### **IV. Annual Performance Goals**

**4.1 Development of Goals.** The Superintendent and Board shall work together to develop goals for the District in accordance with Board Policy and applicable law. 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 and support the Superintendent in achieving the District Goals.

#### **V. Review of Performance**

**5.1 Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

5.2 **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.

## **VI. Extension or Nonrenewal of Employment Contract**

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy and applicable law.

## **VII. Termination of Employment Contract**

7.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

7.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;

- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) 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;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

**7.4 Termination Procedure.** In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

**7.5 Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## **VIII. Miscellaneous**

**8.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Montgomery County, Texas, unless otherwise provided by law.

**8.2 Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. This Contract supersedes all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.

**8.3 Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive 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 or any such permissive law during the term of the Contract.

8.4 **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.

SIGNATURE PAGE TO FOLLOW

CONROE INDEPENDENT SCHOOL DISTRICT

By: [Signature]  
President, Board of Trustees

ATTEST:  
By: [Signature]  
Secretary, Board of Trustees

Executed this 20 day of June, 2023.

SUPERINTENDENT

By: [Signature]  
Dr. Curtis Null

Executed this 20 day of June, 2023.