SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

BENAVIDES INDEPENDENT SCHOOL DISTRICT

ANNUAL FINANCIAL MANAGEMENT REPORT

FOR THE YEAR ENDED AUG 2025

2025-2026 FIRST RATING

DR SAMUEL BUENO, SUPERINTENDENT OF SCHOOLS
JAVIER A RAMIREZ, BUSINESS MANAGER

361-256-3006 www.benavidesisd.net 106 W School Street Benavides, Texas 78341

ANNUAL FINANCIAL ACCOUNTABILITY MANAGEMENT REPORT

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Notice of Public Hearing

To Discuss 2025-2026 Final FIRST Ratings based on School Year 2024-2025 Data

Benavides Independent School District

Board Room (Admin Building)
106 W School Street
Benavides, Texas 78341

Thursday November 12, 2026 5:30 PM

The purpose of this meeting is to discuss Benavides Independent School District's Meets Standard Achievement rating achieved through the state financial accountability system.

Introduction to School FIRST

This is the 21st year of School FIRST (Financial Accountability Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of School FIRST is to achieve quality performance in the management of school districts' financial resources, a goal made more significant due to the complexity of accounting associated with Texas' school finance system.

The Texas Education Agency converted School assigned one of four financial accountability ratings to Texas school districts with the highest being **"A—Superior Achievement" followed by "B—Above- Standard Achievement", " C—Standard Achievement" and " F—Substandard Achievement"**

This Annual Financial Accountability Management Report covers many business-related issues; however, it focuses on the School FIRST rating worksheet. This worksheet was developed by representatives of the Texas Education Agency (TEA), the Texas Business and Educational Council (TBEC), and the Texas Association of School Business (TASBO).

The Worksheet is used to rate the District according to 20 indicators, based upon its relative performance, except for the first four critical indicators. A negative response to indicators 1, 2, 3, 4 results in the district receiving a rating of F "Substandard Achievement". A negative response to any of the five ceiling indicators supersedes any rating earned based on points. A negative response to all the five ceiling indicators results in the district receiving a "Substandard Achievement"

As of 2007, new reporting requirements were effective for the financial management report that is distributed at the School FIRST public hearing. In accordance with Title 19, Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, the following five (5) disclosures will be presented as appendices in the School FIRST financial management report.

1. Superintendent's current Employment Contract

2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2025

3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2025

4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in the Fiscal Year 2025

5. Business Transactions between School District and Board Members for Fiscal Year 2025.

Benavides Independent School District achieved the "Above Standard Achievement" rating under School FIRST for the 2024-2025 fiscal year. This report briefly describes data used to calculate the rating and the significance of each indicator. Other information affecting the district's financial accountability is also included.

Financial Integrity Rating System of Texas

2025-2026 RATINGS BASED ON SCHOOL YEAR 2024-2025 DATA - DISTRICT STATUS DETAIL

Name: **BENAVIDES ISD**(**066901**)

Status: **Passed**

Rating: B = Above Standard Achievement

District Score: 82

Publication Level 1: 8/6/2026 3:21:50 PM

Publication Level 2: 8/7/2026 3:50:39 PM

Last Updated: 8/7/2026 3:50:39 PM

Passing Score: 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA on or before February 27, 2026?	6/4/2026 6:18:41 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	6/4/2026 6:18:41 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	6/4/2026 6:18:41 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	6/4/2026 6:18:41 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest and premiums for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent	6/4/2026 6:18:41 PM	Ceiling Passed

	or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)		
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Failed
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 (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	2
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	10
10	Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	6/4/2026 6:18:41 PM	10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	6/4/2026 6:18:41 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	6/4/2026 6:18:41 PM	10
13	This indicator is not being evaluated.		10
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 the student enrollment did not decrease, the school district will automatically pass this indicator.	6/4/2026 6:18:41 PM	0
15	Was the school district's actual average daily attendance (ADA) within the allotted range of the district's biennial ADA projection submitted to TEA by the school district? If the school district did not submit ADA projections to TEA, it must certify TEA's projections to pass this indicator. See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	5
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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Passed
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 and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Passed

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? (The AICPA defines material noncompliance.)	6/4/2026 6:18:41 PM	10
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?	6/4/2026 6:18:41 PM	5
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?	6/4/2026 6:18:41 PM	Ceiling Passed
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?	6/4/2026 6:18:41 PM	Ceiling Passed
			82 Weighted Sum
			1 Multiplier Sum
			(89 Ceiling)
			82 Score

DETERMINATION OF RATING

A. Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.

B. Determine the rating by the applicable number of points.

A = Superior Achievement	90-100
B = Above Standard Achievement	80-89
C = Meets Standard Achievement	70-79
F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

2022-2023 with 2023-2024 COMPARISON DISTRICT STATUS DETAIL

#	Indicator Description	2023-2024	2024-2025
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	Yes	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	Yes	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	Yes	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.	Yes Ceiling Passed	Yes Ceiling Passed

5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B= Above Standard Achievement.)	Ceiling Passed	Ceiling Passed
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	Ceiling Failed	Ceiling Failed
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 (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	10	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4	2
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	10	10
10	This indicator is not being evaluated.	10	10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	10	10
12	What is the correlation between future debt requirements and the district's assessed property value?	10	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	0	0

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 the student enrollment did not decrease, the school district will automatically pass this indicator.	10	0
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	5	5
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? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	Ceiling Passed	Ceiling Passed
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 and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	Ceiling Failed	Ceiling Passed
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? (The AICPA defines material noncompliance.)	10	10
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?	5	5
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?	Ceiling Passed	Ceiling Passed
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?	Ceiling Passed	Ceiling Passed

Texas Administrative Code
Chapter 109 Disclosures
Disclosure 1

Copy of the Superintendent's Current Employment Contract

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 24th day of June, 2025, by and between the Board of Trustees (the "Board") of the Benavides Independent School District (the "District") and Dr. Samuel Bueno ("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 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 commencing on June 24, 2025 and ending June 30, 2027. 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. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. The parties agree that this contract terminates immediately in the event that the Superintendent dies, becomes incapacitated, or submits an earlier resignation that is accepted by the Board.

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 adopted or amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all employees of the District, subject to the Board's approval. 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 must 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 (which may be a temporary permit) required of a Superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and all other certificates required by law. This Contract is conditioned on the Superintendent's providing, to the District's satisfaction, any and all necessary certification, service and experience records, credentials, medical records, oath of office, and other records required for the personnel files or payroll purposes by law, by the Texas Education Agency (TEA), or by the State Board for Educator Certification (SBEC), by the State Board of Certification, or by the District. Failure of Superintendent to maintain certification in any required position may be grounds for discharge. Any misrepresentation or fraud by Superintendent in or concerning any required record or in the employment application shall be good cause for dismissal or termination of this Contract. In this connection, Superintendent specifically represents that Superintendent has made any written disclosure to the District of any conviction for a felony or an offense involving moral turpitude. Superintendent further agrees to fulfill all requirements that may be hereafter specified for the position of Superintendent by the Texas Education Agency or by the District.

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. Unless otherwise prohibited by law, the Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings where the Board has requested the Superintendent not attend. This can include meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this 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 President-approved absence, the Superintendent's designee shall attend such meetings.

2.5 Criticisms, 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 action.

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 the 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, with conscious indifference or reckless disregard; 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.

2.7 Residence in the District. The superintendent agrees to reside within the geographical boundaries of Duval County.

III. Compensation

3.1 Salary. The District shall pay the Superintendent an annual salary of One Hundred and Thirty-Five Thousand Six Hundred and Twenty-Five Dollars ($135,625.00) which reflects the daily rate of $625.00 per day for 217 days per year. This salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.

In addition to the base salary, the Superintendent shall receive a Performance Stipend in the amount of $20,000.00. The Performance Stipend is directly tied to the Superintendent's responsibility for securing grant funding for the District and shall be paid through available indirect cost revenues generated from school district grants at the end of each contract year. If the district does not generate at least $500,000.00 in grant funding no performance stipend shall be awarded.

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 as permitted by law, 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. In such an event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators 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. 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 personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.4 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs.

3.5 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 to destinations in and outside of the Region 2 area. Such actual or incidental 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. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.6 OUTSIDE CONSULTANT ACTIVITIES. The Superintendent is permitted to engage in work as a consultant on matters unrelated to his employment with the District provided that said consultation shall not interfere with his full-time duties as Superintendent. The Superintendent may accept a reimbursement of expense and or be paid for such consulting services at no expense to the district. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

IV. Termination of Employment Contract

4.1 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.

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

4.3 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 written Board policies or District 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 substantially impairs the
Superintendent's performance of required duties;
l. Immorality, which is conduct 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 material facts to the Board or other District officials in the conduct of the District's business;
p. Failure to fulfill requirements for superintendent certification;
q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or
r. Any other reason constituting "good cause" under Texas law, or as may be set forth in this Contract.

4.4 **Termination Procedure.** In the event the Board proposes the termination of 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.

4.5 **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.

V. Miscellaneous

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

5.2 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.

5.3 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.

5.4 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.

BENAVIDES INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

Executed this 24th day of June, 2025.

SUPERINTENDENT

By: _____
Dr. Samuel Bueno

Executed this 24th day of June, 2025.

Texas Administrative Code
Chapter 109 Disclosures
Disclosure 2

Reimbursements Received by Superintendent and Board Members For the Year Ended Aug 31, 2025

Summary schedule for the fiscal year (12-month period) of total reimbursements received by the Superintendent and each board member. The summary schedule reports reimbursements for meals, lodging, transportation, motor fuel, and other items separately. It does not include reimbursements for supplies and materials that were purchased for the operation of the school district).

Name	*Meals*	*Lodging*	*Transportation*	*Motor Fuel*	*Reg & Other*	*Total*
Superintendent						
Dr Samuel Bueno			$358.72			$358.72
Board Members						
Melissa Hernandez						
Rosalinda Flores						
Jose Rolando Salinas						
Ninfa Garcia						
Eduardo Hernandez						
Priscilla Garza						
Joe Dan Leal						
Reynaldo Ruiz						

NOTE-The spirit of the rule is to capture all "reimbursements" for fiscal year 2024, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order.

Reimbursements to be reported per category include:
MEALS- Meals consumed off of the school district's premises, and in-district meals at area restaurants (excludes catered meals for board meetings).
LODGING- Hotel charges.
TRANSPORTATION- Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements leased cars, parking, and tolls.
MOTOR FUEL- Gasoline
OTHER- Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on behalf) to the superintendent and board members not defined above.

Texas Administrative Code
Chapter 109 Disclosures
Disclosure 3

Outside Compensation and /or Fees Received by the Superintendent for Professional Consulting and /or Other Personal Services in Fiscal Year 2025.

No Amounts Reported

Note– Compensation does not include business revenues from the superintendent's livestock or agricultural– based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.

Texas Administrative Code
Chapter 109 Disclosures
Disclosure 4

Gifts Received by the Executive Officer (s) and Board Members (and First Degrees Relatives, if any) in Fiscal Year 2025

No Amounts Reported

Note—An executive offices is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by fist degree relatives, if any, will be reported under the applicable school official.

Texas Administrative Code
Chapter 109 Disclosures
Disclosure 5

Business Transactions Between School District and Board Members for Fiscal Year 2025

Name	
Superintendent	
Dr Samuel Bueno	
Board Members	
Melissa Hernandez	
Rosalinda Flores	
Rolando Salinas	
Ninfa Garcia	
Eduardo Hernandez	
Priscilla Garza	$1,318.16
Joe Dan Leal	
Reynaldo Ruiz	

NOTE- The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.

Texas Administrative Code
Chapter 109 Disclosures
Disclosure 6

Benavides ISD Business Office

Mission Statement

To financially support the needs of the district with professionalism and integrity while be dedicated to superior customer service to students, faculty, departments, and outside constituents with a focus on accuracy, accountability, and efficiency.

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