

**FINANICAL INTEGRITY RATING SYSTEM  
OF TEXAS**

**(F.I.R.S.T)**

**2019-2020 RATINGS BASED ON SCHOOL  
YEAR 2018-2019**



FIRST

Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON SCHOOL YEAR 2018-2019 DATA - DISTRICT STATUS DETAIL

Name: BENAVIDES ISD(066901)

Publication Level 1: 8/6/2020 9:26:37 AM

Status: Passed

Publication Level 2: 8/6/2020 11:17:34 AM

Rating: A = Superior

Last Updated: 8/6/2020 11:17:34 AM

District Score: 100

Passing Score: 60

#	Indicator Description	Updated	Score
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?	3/30/2020 1:04:15 PM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	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.)	3/30/2020 1:04:15 PM	Yes
2.B	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? (The AICPA defines material weakness.)	3/30/2020 1:04:15 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 performance 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.)	3/30/2020 1:04:15 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?	3/30/2020 1:04:15 PM	Yes
5	This indicator is not being scored.		
			1 Multiplier Sum
6	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.)	3/30/2020 1:04:16 PM	10
7	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)	3/30/2020 1:04:16 PM	10
8	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 2 percent or more, then the school district passes this indicator. See ranges below.	3/30/2020 1:04:17 PM	10
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?	3/30/2020 1:04:17 PM	10
10	Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)	3/30/2020 1:04:19 PM	10

11	Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)	3/30/2020 1:04:19 PM	10
12	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.)	3/30/2020 1:04:20 PM	10
13	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?	3/30/2020 1:04:22 PM	10
14	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.)	3/30/2020 1:04:22 PM	10
15	Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?	3/30/2020 1:04:22 PM	10
			100 Weighted Sum
			1 Multiplier Sum
			100 Score

**DETERMINATION OF RATING**

A.	Did the district answer 'No' to Indicators 1, 3, 4, or 2.A? If so, the school district's rating is <b>F for Substandard Achievement</b> regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100
	B = Above Standard	80-89
	C = Meets Standard	60-79
	F = Substandard Achievement	<60
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.		

Home Page: [Financial Accountability](#) | Send comments or suggestions to [FinancialAccountability@tea.texas.gov](mailto:FinancialAccountability@tea.texas.gov).

THE TEXAS EDUCATION AGENCY  
 1701 NORTH CONGRESS AVENUE • AUSTIN, TEXAS, 78701 • (512) 463-9734

FIRST 59.1.0

## **F.I.R.S.T. PURPOSE, HISTORY, AND DESCRIPTION**

The 76th Texas Legislature, within Senate Bill 875, instructed the Texas Education Agency to develop a system to analyze the financial management of Texas School districts. Within the framework authorized by SB875 the concept of Schools F.I.R.S.T. was born. 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.

**A=SUPERIOR  
B=ABOVE TANDARD  
C=MEETS STANDARD  
F=SUBSTANDARD ACHIEVEMENT**

In August 2015, major changes in the Commissioner's Rule for School FIRST were authorized by HB 5, Section 49, 83rd Texas Legislature, Regular Session 39.082 Texas Education Code. These changes require the commissioner of education to include processes in the financial accountability rating system for anticipating the future financial solvency of each school district and open-enrollment charter school. The changes to the School FIRST system implemented by the Texas Education Agency in August 2015 are being phased-in over three years. The questions a school district must address in completing the worksheet used to assess its financial management system can be confusing to non-accountants. The following is a layman's explanation of what the questions mean.

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?

**A simple indicator. Was your Annual Financial Report filed by the deadline?**

2.A 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.)?

**A "modified" version of the auditor's opinion in your annual audit report means that you need to correct some of your reporting or financial controls. A district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.**

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

**A clean audit on your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses create a risk of your District not being able to properly account for its use of public funds, and should be immediately addressed. 2.B. is a simple "yes" or "no" indicator.**

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 stated. 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.)



**This indicator seeks to make certain that your district has paid your bills/obligations on financing arrangements to pay for school construction, school buses, photocopiers, etc.**

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?

**This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC, and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.**

5. Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero? (If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)

**This indicator simply asks, "Did the district's total assets exceed the total amount of liabilities (according to the very first financial statement in the annual audit report)?" Fortunately, this indicator recognizes that high-growth districts incur large amounts of debt to fund construction, and that total debt may exceed the total amount of assets under certain scenarios. This indicator is not being scored.**

6. 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)?

**This indicator measures how long in days after the end of the fiscal the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did you meet or exceed the target amount in School FIRST?**

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

**This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did you meet or exceed the target amount in School FIRST?**

8. 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 change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)

**This question is like asking someone if their mortgage exceeds the market value of their home. Were you below the cap for this ratio in school FIRST? Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new instructional campuses.**

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?



**This indicator simply asks, "Did you spend more than you earned?" (the school district will automatically pass this indicator if the school district had at least 60 days cash on hand.)**

10. Was the debt service coverage ratio sufficient to meet the required debt service?

**This indicator asks about the school district's ability to make debt principal and interest payments that will become due during the year. Did you meet or exceed the target amount in School FIRST?**

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

**This indicator measures the percentage of their budget that Texas school districts spent on administration. Did you exceed the cap in school FIRST for districts of your size?**

12. 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.)

**If the school district had a decline in students over 3 school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students. (The school district automatically passes this indicator if there was no decline in students.)**

13. 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 (Data Quality Measure)?

**This indicator measures the quality of data reported to PEIMS and in your Annual Financial Report to make certain that the data reported in each case "matches up." If the difference in numbers reported in any fund type is 3 percent or more, your district "fails" this measure.**

14. 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? (The AICPA defines material weakness.)

**A clean audit of your Annual Financial Report would state that your district has no material weaknesses in internal controls. Any internal weaknesses would create a risk of your District not being able to properly account for its use of public funds, and should be immediately addressed.**

15. Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an overallocation of Foundation School Program (FSP) funds as a result of a financial hardship?

**This indicator asks if the district had to ask for an easy payment plan to return monies to TEA after spending the overpayment from the Foundation School Program state aid.**

## 2. REIMBURSEMENTS RECEIVED BY THE SUPERINTENDENT AND BOARD MEMBERS FOR FISCAL YEAR 2020

FOR THE TWELVE -MONTH PERIOD ENDED AUGUST 31, 2020

DESCRIPTION OF REIMBURSEMENTS	SUPERINTENDENT Dr. Marisa Chapa	BOARD MEMBER 1 Jesse Abitua	BOARD MEMBER 2 Rosalinda Flores	BOARD MEMBER 3 Rolando Salinas	BOARD MEMBER 4 Ninfa Garcia	BOARD MEMBER 5 Eduardo Hernandez	BOARD MEMBER 6 Adrian Garza	BOARD MEMBER 7 Enrique Escontrias
MEALS	\$ 870.00							\$ 125.00
LODGING	\$ 1,874.73							\$ 227.71
TRANSPORTATION	\$ 1,678.49							\$ 527.00
MOTOR FUEL	\$ -							
OTHER	\$ 345.00							
TOTAL	\$ 4,768.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 879.71

**NOTE-**The spirit of the rule is to capture all "reimbursements" for fiscal year 2019, 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.



3. OUTSIDE COMPENSATION AND/OR FEES RECEIVED BY THE SUPERINTENDENT FOR PROFESSIONAL CONSULTING AND /OR OTHER PROFESSIONAL SERVICES IN FISCAL YEAR 2020

FOR THE TWELVE MONTH PERIOD ENDED AUGUST 31, 2020	
NAMES OF ENTITIES (IES)	
N/A	\$0
TOTAL	\$0

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.

4. GIFTS RECEIVED BY THE EXECUTIVE OFFICER(S) AND BOARD MEMBERS (AND FIRST DEGREE RELATIVES, IF ANY) IN FISCAL YEAR 2020

FOR THE	SUPERINTENDENT	BOARD MEMBER 1	BOARD MEMBER 2	BOARD MEMBER 3	BOARD MEMBER 4	BOARD MEMBER 5	BOARD MEMBER 6	BOARD MEMBER 7
TWELVE MONTH	Dr. Marisa Chapa	Jesse Abitua	Rosalinda Flores	Rolando Salinas	Nirfa Garcia	Eduardo Hernandez	Adrian Garza	Enrique Escontrias
PERIOD ENDED								
August 31, 2020								
SUMMARY ACCOUNTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

5. BUSINESS TRANSACTIONS BETWEEN SCHOOL DISTRICT AND BOARD MEMBERS FOR FISCAL YEAR 2020

FOR THE	SUPERINTENDENT	BOARD MEMBER 1	BOARD MEMBER 2	BOARD MEMBER 3	BOARD MEMBER 4	BOARD MEMBER 5	BOARD MEMBER 6	BOARD MEMBER 7
TWELVE MONTH	Dr. Marisa Chapa	Jesse Abitua	Rosalinda Flores	Rolando Salinas	Ninfa Garcia	Eduardo Hernandez	Adrian Garza	Enrique Escontrias
PERIOD ENDED								
August 31, 2020								
SUMMARY ACCOUNTS	\$0	\$0	\$0	\$0	\$0	\$0	\$	\$0

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.



# **SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF DUVAL §**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 11<sup>th</sup> day of August, 2020, by and between the Board of Trustees (the "Board") of the BENAVIDES INDEPENDENT SCHOOL DISTRICT (THE "DISTRICT") and Dr. Marisa Chapa ("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 one (1) year, commencing on the 1<sup>st</sup> day of July, 2021 and ending on the 1<sup>st</sup> day of July, 2022. 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 thereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional and nonprofessional 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 directive, the Board's policies, and the 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 required of a Superintendent by the State of Texas and issued by the State Board of Educator Certification and all 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. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to 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 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 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 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 and does arise in the future from an act or omission of Superintendent as an employee of the District; excluding, however, any such demand, claims, 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 the 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 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice and 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.

3.6 CIVIC ACTIVITIES. The Superintendent is encouraged to participate in community and civic affairs.

3.7 OUTSIDE CONSULTANT ACTIVITIES. The Superintendent at his own expense and on his own time may serve as a consultant or undertake speaking engagements, writing, lecturing or other professional duties and obligations (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses and/or be paid an honorarium 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.

3.8 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. 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. (A maximum of \$2,000.00 per year will be allocated under the budget and said sum will be used for the purpose of reimbursing the Superintendent for covered expenses, incurred, as per District Policy.)

#### **IV. ANNUAL PERFORMANCE GOALS**

4.1 DEVELOPMENT OF GOALS. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals 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.

#### **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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

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.

5.3 EVALUATION FORMAT AND PROCEDURES. 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



### **III. COMPENSATION**

3.1 SALARY. The District shall provide the Superintendent with an annual salary in the sum of Eighty Nine Thousand and Seven Hundred Fifty Dollars (\$89,750 Base). 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, view 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. Such adjustments shall be made pursuant to a lawful Board resolution. The Superintendent may be entitled to a salary increase in a proportion equal to any salary increase provided to other administrators with the District. In such 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 INSURANCE – HEALTH. The District shall pay the 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. For so long as the Superintendent is not eligible for coverage under the District's group health insurance plan, the District agrees to pay to the Superintendent the sum of no more than Nine Hundred and No/100 Dollars (\$900.00) per month to allow her to continue her existing health insurance coverage. This allowance shall be paid in addition to the salary stated in Section 3.1 above, but will terminate immediately upon becoming eligible for coverage, whether or not the Superintendent elects to be covered by the District.

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 District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. (A maximum of \$4,000.00 per year will be allocated under the budget and said sum will be used for the purpose of reimbursing the Superintendent for actual expenses incurred as per District Policy).

The District shall pay the Superintendent's membership dues to no more than two professional associations selected by the Superintendent, in order to promote the maintenance and improvement of the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance or membership. (\$750.00)

Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **VI. EXTENSION OR NON-RENEWAL OF EMPLOYMENT CONTRACT**

6.1 EXTENSION OR NON-RENEWAL shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

## **VII. TERMINATION OF EMPLOYMENT CONTRACT**

7.1 MUTUAL AGREEMENT. The Contract shall be terminated by the mutual agreement of the Superintendent, 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, and 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.

7.4 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.

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 45<sup>th</sup> 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 Duval 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.

8.3 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, 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.



BENAVIDES INDEPENDENT SCHOOL DISTRICT

By:   
President, Board of Trustees

ATTEST:

By:   
Secretary, Board of Trustees

Executed this 11<sup>th</sup> day of August, 2020.

SUPERINTENDENT

By: Marisa Chapa

Executed this 11<sup>th</sup> day of August, 2020.