
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of Natalia Independent School District (the "District") and Dr. Elmer Avellaneda (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning April 21, 2026, and ending April 21, 2030. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by

the Board shall be lawful and shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
 - 4.3 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
 - 4.4 **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 may attend such meetings as approved by the board president.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary:** The District shall pay the Superintendent an annual salary of ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$165,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
 - (a) **Widespread Salary Reduction:** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
 - (b) **Furlough:** 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.
 - 5.2 **TRS Contribution.** For the performance of the Superintendent duties beginning April 21, 2026, the District shall pay by an amount equal to all of the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (TRS) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent during the term of this contract, including any extensions thereof. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll

installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

- 5.3 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 5.4 **Civic Activities:** The Superintendent is encouraged to participate in local community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the district.
- 5.5 **Professional Organizations:** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, Texas Association of School Administrators, and the Texas Rural Educators Association memberships necessary to maintain and improve the Superintendent's professional skills. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses.
- 5.6 **Residence in District:** The Superintendent agrees to reside in the residence owned by the District ("District Housing") and shall agree to the terms of the residential agreement attached as Exhibit A. (Need to review and update this).
- 5.7 **Travel and Communications Allowance:** The District shall provide the Superintendent with a cell phone, iPad and laptop for school business. The Superintendent shall also have access to use District vehicles for travel outside of the District. (not sure if the district provides all this).
- 5.8 **Personal Leave:** The Superintendent is hereby granted the same number of leave days provided by Board Policy for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The leave 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 will notify the board president when he is on leave. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

5.9 **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.

5.10 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.

5.11 **Performance Incentive Pay.** The Superintendent shall be paid for A, B, and C rated campuses as follows:

\$5,000.00 for each A rated campus.

\$3,000.00 for each B rated campus.

\$2,000.00 for each C rated campus.

Payment will be made within 30 days after the State has finalized the ratings. Payments will be made less the required withholdings.

Additionally, the Superintendent shall be paid based on the performance tool attached as Exhibit B. The Superintendent shall be paid no more than one time in a District school year through the performance tool. The Superintendent shall be paid \$500.00 for each area with a final rating of Accomplished. Payment shall be made within 30 days after an evaluation is conducted through the performance tool. This provision providing for incentive pay through the performance tool shall expire on April 21, 2027. The Board, under its sole discretion, may renew this provision providing for incentive pay through the performance tool upon expiration of the provision and/or upon renegotiation of this agreement.

6. **Performance Goals/Review of Performance.**

6.1 **Development of Goals:** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

- 6.2 **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.
- 6.3 **Confidentiality:** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
- 6.4 **Evaluation Format and Procedures:** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. The Board shall reduce the evaluation to writing. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the 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.
7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board under and pursuant to applicable Texas law.
8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21 and applicable Texas law.
9. **Limitation on Severance Amount.** In accordance with Texas Local Government Code Section 180.011: In the event of a separation from employment, any severance pay provided to the Superintendent that is funded by tax revenue shall not exceed an amount equal to the compensation the Superintendent would have earned over a 20-week period. This calculation shall be based on the Superintendent's rate of compensation at the time of termination and shall strictly exclude any payments for paid time off or accrued vacation leave if any allowed by this contract or district policy.
- 9.1 The Superintendent shall not be eligible for, and the District is prohibited from providing, any form of severance pay if the Superintendent is terminated for misconduct. For purposes of this agreement, misconduct' includes any act or

omission in the performance of duties as determined by the Board of Trustees, and specifically includes any finding of criminal conduct.

- 9.2 The District and the Superintendent acknowledge that this severance agreement, in its entirety, must be posted in a prominent location on the District's Internet website.

10. **General Provisions.**

- 10.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 10.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 10.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 10.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that the venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 10.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 10.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

11. **Notices.**

- 11.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand- delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 11.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and

one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:



Dr. Elmer Avellaneda
Superintendent

Date signed: 5/12/2026



Eric Smith
Board President

Date signed: 5/12/2026