

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT 2018-21**  
**RALSTON PUBLIC SCHOOLS**

**THIS CONTRACT** is made by and between the Board of Education of Ralston Public Schools, legally known as Douglas County School District 28-0054, ("the Board" and "the school district" respectively), and Dr. Mark Adler ("the Superintendent").

**WITNESSETH:** In accordance with action taken by the Board as recorded in the minutes, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein. This contract shall supersede all previous contracts.

**Section 1. Term of Contract.** The Board shall employ the Superintendent for a period of three years beginning on July 1, 2019, and ending on June 30, 2022. References in this contract to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup> and shall consist of all days except Saturdays, Sundays, and legal holidays.

**Section 2. Base Salary and Other Compensation.** The Superintendent's base salary for the 2019-20, 2020-21, and 2021-22 contract terms shall be \$209,475.00 which shall be paid in 12 equal monthly installments beginning in the month of July, 2019. The Board shall provide the Superintendent an annual annuity investment in the gross amount of \$9,000.00. The Superintendent may earn performance pay of as much as \$5,000.00 each contract year. The Board shall award performance pay at the end of the contract year based upon its judgment whether and to what extent the Superintendent met the performance pay criteria that the Board established at the beginning of that contract year. The Board shall pay the performance pay in a lump sum after awarding it. The Board shall pay the net salary and make contributions to the Superintendent's annuity in equal installments on the District's regular pay dates for professional staff employees of the District. During the term of the contract, the Board shall not reduce the Superintendent's base salary, annuity, fringe benefits, or other benefits, but may increase any or all of them as an amendment hereto without such amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 3. Renewal or Amendment of Contract.** The term of this contract is set forth in paragraph 1. Each year, the Board shall consider at or before its December meeting, whether to extend the term of the contract for an additional year. Board action to consider the amendment or nonrenewal of the contract shall follow statutory procedures for such actions. It shall be the Superintendent's duty to place the extension of his contract on the agenda for the December board meeting.

**Section 4. Professional Status.** The Superintendent affirms that he is not under contract with any other school board or board of education covering any part or all of the same term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the central administrative office of the school district. This contract shall not be valid prior to the date that he registers his

certificate and the Board will not compensate him for any services performed prior to that date.

**Section 5. *Superintendent's Duties.*** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his full time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board may assign him from time to time. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as they do not interfere with carrying out his duties and obligations to the school district. Provided, Board approval shall not be required for such work which the Superintendent performs during his vacation time.

**Section 6. *Board-Superintendent Relationship.*** The Board shall be primarily responsible for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize, reorganize, and arrange the administrative and supervisory staff, and select, place and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 7. *Cancellation or Mid-Term Amendment.*** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination, including the failure to carry out or enforce Board decisions and policies; (h) immoral conduct or conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation and amendment shall be in accordance with state statutes.

**Section 8. *Disability.*** If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than 180 days, or if it is irreparable or permanent as determined by two physicians selected by the Board, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

**Section 9. *Transportation.*** The Board shall provide the Superintendent with a car allowance of \$7,500.00 per contract year (*i.e.* \$625.00 per month) and shall reimburse the Superintendent for mileage required in the performance of his official duties at a rate approved by the Board.

**Section 10. *Fringe Benefits.*** The Board shall provide the Superintendent with the fringe benefits that are set forth in the Administrative Handbook (Certified Administrators Salary and Fringe Benefits) which is incorporated herein as if set forth in full. In addition, the Superintendent shall receive ten (10) additional days of paid vacation annually.

**Section 11. *Deductions.*** This contract shall conform to the statutes and regulations governing deductions from compensation. The school district may withhold other deductions as the Superintendent and Board may agree.

**Section 12. *No Penalty for Release or Resignation.*** There shall be no penalty for release or resignation by the Superintendent from this contract; provided no resignation shall become effective until expiration of the contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

**Section 13. *Compensation upon Termination and Credit for Accrued Vacation.*** Upon lawful termination of this contract for any reason, the Superintendent shall be paid his base salary and benefits through the date of termination. Thereafter, all salary and benefit obligations to Superintendent shall cease. The Superintendent shall refund any portion of the base salary and benefits paid but not earned, prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate.

**Section 14. *Evaluation.*** The Board shall evaluate the Superintendent at least once each year no later than the board's June monthly meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with documentation to support their effort of evaluation. This documentation may be in addition to other materials requested by the Board to support the evaluation effort.

**Section 15. *Legal Actions.*** If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.

**Section 16. *Physical or Mental Examination.*** If the request is job related and consistent with business necessity (such as a reasonable belief based on objective evidence that the Superintendent's ability to perform the essential functions of his

position may be impaired by a medical condition), the Board may require the Superintendent to undergo a physical or mental examination by a health care provider of the Board's choosing. The health care provider will be asked to report to the Board whether the Superintendent is able to perform the essential functions of his position with or without reasonable accommodation.

**Section 17. Governing Laws.** This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this contract may be brought by the other party in an appropriate state or federal court in Douglas County, Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.

**Section 18. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the superintendent and the board.

**Section 19. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of its remaining provisions.

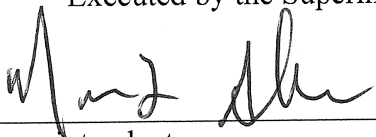
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 14<sup>th</sup> day of January 2019.

  
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President, Ralston Board of Education

  
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Secretary, Ralston Board of Education

Executed by the Superintendent this 14<sup>th</sup> day of January, 2019.

  
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Superintendent