

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SOUTHERN PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Southern Public Schools, legally known as Gage County School District 34-0001, and referred to as "the Board" and "the school district" respectively, and to Christopher R. Prososki, referred to herein as "the Superintendent". The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of two years beginning on July 1, 2019 and expiring on June 30, 2021. References to "contract year" mean the period from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, legal holidays and school calendar holidays.

**Section 2. Renewal, Amendment or Nonrenewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of his employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the 2019-20 contract year shall be \$136,660.85. It shall be paid in 12 equal monthly installments beginning in the month of July 2019. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting of a new contract, requiring a hearing, or extending the term of this contract. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

**Section 4. Professional Status.** The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the 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 school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

**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 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 assigns to him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

**Section 6. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize 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; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation

of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under the renewal and evaluation sections of this Agreement shall constitute a material breach of this contract..

**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 six (6) months, or if the disability is permanent, irreparable, 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 here under 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 transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board for district transportation. Provided, the Superintendent shall not be paid for mileage incurred in driving from his residence to the school or from the school to his residence.

**Section 10. Fringe Benefits.** The board shall provide the Superintendent with the following fringe benefits:

**a. Health Insurance.** The Board shall provide fifty percent of a family health/family dental insurance policy that is the same as the Blue Cross/Blue Shield Educator's Health Alliance Insurance coverage provided to members of the Southern Education Association.

**b. Sick Leave.** The Superintendent shall be entitled to 12 days of sick leave per year which may accumulate to a total of 50 days pursuant to board policy. The Board will not pay for unused sick leave days. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.

**c. Vacation Leave.** The Superintendent shall have twenty (20) vacation days for the 2019-20 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2019-20 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to twenty (20) days. For example, if he uses 12 days of vacation one

year, the board will provide him with 12 days the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

**d. Personal Leave.** The Superintendent shall have three (3) personal days for the 2019-20 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. After the 2019-20 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to three (3) days. The Superintendent shall keep complete and accurate records of his personal days and shall provide the Board of Education with a report of his accumulated personal days at least quarterly. The Board may require him to use his personal days and shall compensate him for unused personal days upon the conclusion of his employment.

**e. Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his compensation by the amount of this premium cost.

**f. Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local and state level; and the Board will pay for valid expenses of attendance.

**g. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: state administrator organizations through the NACIA, NCSA, and local community organizations.

**h. Professional Publications.** The school district will pay the annual subscription fees for the publications of the organizations in the preceding paragraph.

**i. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of \$50 per month for the actual cost of a cellular phone service plan and the

district will provide the Superintendent with a stipend every two years to cover the expense of purchasing a cell phone.

**Section 11. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 12. Compensation upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had 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 in effect at the time of termination of employment.

**Section 13. Evaluation.** The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The yearly evaluations after the first year of employment shall occur no later than the **regular November meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular October meeting**; make his evaluation an agenda item for the regular **November** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 14. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a complaint to the Commissioner of Education (a professional practice complaint alleging a violation of Rule 27 of the Department of Education), is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 15. Physical or Mental Examination.** The Board may require the Superintendent to undergo a physical or mental examination by a physician and or/psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's or psychologist's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

**Section 16. Residence/Domicile in School District.** The Superintendent shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing him in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

**Section 17. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

**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 the remaining provisions of this contract.

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

Executed by the Board this 10 day of December, 2018.



President, Board of Education



Secretary, Board of Education

Executed by the Superintendent this 10 day of December, 2018.



Superintendent

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**Section 3. Salary.** The Superintendent's salary for the 2020-21 contract year shall be \$141,163.84. It shall be paid in 12 equal monthly installments beginning in the month of July 2020. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting of a new contract, requiring a hearing, or extending the term of this contract. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

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maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

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of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under the renewal and evaluation sections of this Agreement shall constitute a material breach of this contract.

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**c. Vacation Leave.** The Superintendent shall have twenty (20) vacation days for the 2020-21 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2020-21 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to twenty (20) days. For example, if he uses 12 days of vacation one

year, the board will provide him with 12 days the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

**d. Personal Leave.** The Superintendent shall have three (3) personal days for the 2020-21 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. After the 2020-21 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to three (3) days. The Superintendent shall keep complete and accurate records of his personal days and shall provide the Board of Education with a report of his accumulated personal days at least quarterly. The Board may require him to use his personal days and shall compensate him for unused personal days upon the conclusion of his employment.

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**g. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: state administrator organizations through the NACIA, NCSA, and local community organizations.

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district will provide the Superintendent with a stipend every two years to cover the expense of purchasing a cell phone.

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**Section 12. Compensation upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had 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 in effect at the time of termination of employment.

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**Section 15. Physical or Mental Examination.** The Board may require the Superintendent to undergo a physical or mental examination by a physician and or/psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's or psychologist's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

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**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 the remaining provisions of this contract.

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

Executed by the Board this 9 day of December, 2019.



President, Board of Education



Secretary, Board of Education

Executed by the Superintendent this 9 day of December, 2019.

  
\_\_\_\_\_  
Superintendent