

**ST. PAUL PUBLIC SCHOOL
DISTRICT #1
SUPERINTENDENT'S CONTRACT**

It is hereby agreed by and between the Board of Education of the St. Paul School District #1, located in Howard County in the State of Nebraska (hereinafter called "the Board") and **John W. Poppert**, (hereinafter called the Superintendent) and that the Board, in accordance with the action as found in the minutes of the board meeting, has and does hereby employ John W. Poppert as Superintendent for a three-year period commencing July 1, 2018. Both parties agree that the employee shall perform the duties of the Superintendent in and for the District as prescribed by the laws of the State of Nebraska and by the written policies, rules and regulations made hereunder by the Board of Education.

- I. The Superintendent shall be paid an annual salary of \$147,567.00 for 2019-2020, \$151,500 for 2020-2021 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2019 in accordance with the District's payment practices for professional staff members. The Board shall not reduce the Superintendent's compensation during the contract term except for just and sufficient cause as authorized by law, but it may increase the compensation as an amendment to the contract without the amendment constituting a new contract or extending the contract term.
- II. Throughout the term of this Contract, the Superintendent may be discharged if he materially breaches any provision of the Contract or performs any act that substantially inhibits his ability to discharge his duties, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity.
- III. During the first contract year, the Board shall perform a formal evaluation of the Superintendent's performance of his/her duties once during the first semester and once during the second semester. The Superintendent shall remind the Board of the first semester evaluation no later than the Board's regularly scheduled meeting in October and, if necessary, shall remind the Board of this obligation at its regularly scheduled meeting in November. The Superintendent shall remind the Board of the second semester evaluation no later than the Board's regularly scheduled meeting in March and, if necessary, shall remind the Board of this obligation at its regularly scheduled meeting in April. *After the first contract year, the Board shall evaluate the Superintendent's performance of his/her duties at least annually. The Superintendent shall remind the Board of this obligation no later than the Board's regularly scheduled meeting in November and, if necessary, shall remind the Board of this obligation at its regularly scheduled meeting in December.
- IV. Throughout the term of this contract the Superintendent shall devote his/her time, skill, labor, and attention to the position for which he/she is herein employed, provided,

however, that the Superintendent may, with the prior permission of the majority of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities, limited to three (3) paid days per school year. Any days thereafter used for such activities will be considered vacation days.

- V. The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board policy or regulation for such position and other duties as the Board may assign from time to time. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policies. (See Board Policy 4025 regarding Superintendent Duties)
- VI. If the Superintendent is unable to perform his/her 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/her 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.
- VII. The Board shall provide the Superintendent with transportation required in the performance of his official duties during the term of his employment or shall reimburse him for such mileage at the then-current IRS optional standard mileage rate.
- VIII.
 - A. The Superintendent shall receive twenty (20) vacation days of leave, exclusive of Saturdays, Sundays, and legal holidays. Legal Holidays shall be New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Vacation leave days may be used at the Superintendent's sole discretion, provided that he/she makes reasonable efforts not to use them when such use would interfere with his/her ability to attend the Board's meetings. Unused vacation leave may be carried over from contract year to contract year. If the Superintendent carries forward any vacation leave days to any contract year, the number of personal leave days he/she shall be awarded in such contract year shall be the lesser of (a) twenty (20) days and (b) the number of days which will bring the Superintendent's accumulated unused vacation leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused vacation leave.
 - B. The Superintendent shall be entitled to ten (10) days sick leave annually, accumulative to thirty (30) days. Unused sick leave days may be carried over from one contract year to the next, subject to the maximum number of sixty(60) days.
 - C. The Superintendent shall be entitled to up to three (3) days Emergency Leave, such as serious illness (the Doctor specifies the patient is critically ill in the hospital) of which 2 days can be used for bereavement for anyone and up to 3 days for immediate family. Family includes spouse, children, parents,

grandparents, father-in-law, mother-in-law, brothers, sister, brothers-in-law, sister-in-law, grandchildren, grandparents-in-law, aunts, uncles, nieces, and nephews of same.

- D. The Superintendent shall maintain a monthly vacation/sick leave/emergency log and shall submit the log to the Board President for review prior to the regular board meeting each month. The Superintendent will submit the leave log to the entire Board for its review at its regularly scheduled meetings on a quarterly basis.
- IX. This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to Withholding Tax, Retirement, and Social Security. Other deductions may be withheld as agreed to by the parties to this contract. This contract shall be deemed to have been entered into subject to all provisions of the laws of the State of Nebraska.
- X. The Board may require the Superintendent to continue his professional development and to participate in relevant learning experiences. The Superintendent may, therefore, attend appropriate professional meetings at the local, state, regional, and national levels. The Board will reimburse up to \$4,000 in professional development expenses annually. The Board may pay dues for professional organizations suitable for the Superintendent's position.
- XI.
 - A. The Board shall provide to the Superintendent health and dental insurance which is equivalent or superior to the health insurance provided to certificated staff members pursuant to the collective bargaining agreement between the Board and the St. Paul Education Association.
 - B. The Superintendent shall be permitted to participate in the District's Section 125 Plan.
 - C. The Superintendent shall purchase Long Term Disability Insurance from a carrier selected by the Board. The Board shall reimburse the Superintendent for the cost of such Long Term Disability Insurance.
- XII. There shall be no penalty for release or resignation by the Superintendent from this contract; provided no resignation shall become effective until the close of the contract period unless accepted by the Board of Education, and the Board shall fix the time at which the resignation is to take effect.
- XIII. 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.
- XIV.
 - A. The Superintendent shall, on or before January 15th of each year, give the President of the Board a "Superintendent's Notice to Intent to Extend", which is a

written notice that the Superintendent intends to extend the Contract. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

B. In the event the Board of Education does not intend to renew the Superintendent's Contract, the Board shall give the Superintendent a Notice of Intent to Non-Renew on or before the day after the Board's regular January board meeting.

- XV. The Board shall have primary responsibility for formulating and adopting board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of board policy. The Superintendent shall be responsible for development of draft policies for consideration by the Board and for development of regulations and rules consistent with board policy. In the absence of board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for action, study, or recommendation, as appropriate.
- XVI. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a superintendent in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required Certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate.
- XVII. 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 twelve (12) months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.
- XVIII. 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.
- XIX. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.
- XX. 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 enforceability of the remaining provisions of this Contract.

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

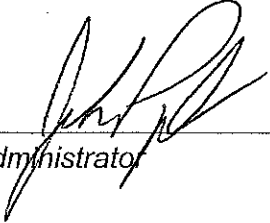
Executed by the Board this 13th Day of January, 2020

President, Board of Education, District #1

Secretary, Board of Education, District #1

Marty Markwick

Shelly Harrahill


Administrator

Dated the 15 day of January, 2020