CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Gage County School District 0015, a/k/a Beatrice Public Schools**, hereinafter referred to as "the Board," and Patrick Nauroth, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 9 day of March, 2015, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of three (3) years beginning on the 1st day of July, 2015 and expiring on the 30th day of June, 2018. A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

A. Superintendent's Notice of Intent to Extend. The Superintendent must give the Board President notice on or before December 1st of each year if he does not intend to extend the contract for an additional year.

B. Board Action on Notice of Intent to Extend. Prior to December 15th of each year, the Board shall advise the Superintendent as to whether his contract will be renewed for an additional one (1) year. If the Superintendent receives no such written notification, then such contract shall automatically extended for an additional one (1) year period effective July 1st to June 30th.

C. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

2. Salary. The annual salary for the 2015-2016 contract year shall be: One Hundred Sixty Four Thousand Six Hundred Dollars ($164,600). The annual salary for the second and any subsequent year of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly

extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
2. Carry-over and Accumulation of Vacation Days. Any unused vacation leave may be carried over from one contract year to the next, subject to a maximum accumulation of twenty-five (25) days of vacation. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
3. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year.
4. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of sixty (60) sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 60, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 60 days.
5. Holidays. The following days shall be holiday days and not working days: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.
6. Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

B. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of his duties under this Contract. The

expenses of attendance at other professional meetings, when attendance has been authorized by the Board of Education, shall be paid by the District consistent with Board policies. The District shall pay for the Superintendent's attendance at three (3) state administrator's conferences, and two national conferences in the area of professional responsibility of the Superintendent at the discretion of the Superintendent. The School District shall pay the annual membership dues of the Superintendent in the Beatrice Chamber of Commerce, a Beatrice service club (of the Superintendent's choice), the Nebraska Council of School Administrators, and American Association of School Administrators.

The Superintendent shall be a member and attend appropriate professional meetings of appropriate educational organizations at the local and state level. Approved organizations are: the Nebraska Council of School Administrators, the Greater Nebraska Superintendents, and the Association for Supervision and Curriculum Development. Others may be approved by the Board upon the Superintendent's request. The dues for such membership and the reasonable and necessary expenses of such meetings shall be reimbursed by the District.

C. Transportation Expenses. The School District will provide the Superintendent a net monthly car allowance of $200.00 to reimburse the Superintendent for the use of the Superintendent's personal vehicle in the performance of his official duties. For travel required in the performance of his official duties outside the School District, the Board shall provide the Superintendent with a District owned vehicle or shall reimburse the Superintendent for such transportation at the Internal Revenue Service mileage reimbursement rate for travel.

D. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

E. Other Fringe Benefits. The Superintendent shall receive such fringe benefits related to insurance (health, dental, life and disability) and 403(b) participation as are provided to certificated administrators of the School District, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. It is further agreed and specifically acknowledged that the duties of the Superintendent as set forth herein and in the Board of Education Policy Manual may be further defined by the parties and any such changes shall be incorporated into this contract by a written addendum as provided in paragraph 10 of this contract. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent

agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. 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 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 its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Physical Examination. The Superintendent may, upon request, have a comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with the President of the Board and treated as confidential information by the Board. The cost of such physical examinations and physician's reports shall be paid by the District. The Board of Education may require a certificate of health and physical fitness of the Superintendent in accordance with applicable law at any time while this Contract is in force.

9. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee 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; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

10. Residency. The Superintendent shall reside within the Beatrice Public School District #15 during the term of this contract.

11. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

12. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Vice-President of the Board of Education of the District on or before March 4, 2015 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 4 day of March, 2015. Patrick Nauroth Patrick Nauroth, Superintendent	Executed this 9th day of March, 2015 Board of Education of Gage County School District 0015, a/k/a Beatrice Public Schools By: Lisa J. Pieper President Attest: Vice President