

## Superintendent Pay Transparency Notice—Proposed Candace Conradt

Notice is hereby given that **Franklin Public** Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on March 11, 2019 at 7 pm at the Media Center in Franklin, Nebraska.

After Year 1 of Contract, how many years remain on the contract:  
(Column F must be completed if additional years remain on contract.)

1

Superintendent Contract covers the following year(s): **2019-2020 & 2020-2021**

	Year 1 of Contract: Base Pay, Additional Compensation & Benefits	Future Year(s) Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 123,914.00	\$ 123,914.00	\$ 247,828.00

### Compensation for activities outside of the regular salary:

• Extended contracts / Activities outside of regular salary			\$ -
• Bonus/Incentive/Performance Pay			\$ -
• Stipends			\$ -
• All other costs not mentioned above			\$ -

### Benefits and Payroll Costs Paid by district:

• Insurances (Health, Dental, Life, Long Term Disability)	\$ 17,646.40	\$ 17,646.40	\$ 35,292.80
• Cafeteria Plan Stipend			\$ -
• Cash in lieu of insurance			\$ -
• Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u>			\$ -
• District's share of retirement, FICA and Medicare	\$ 21,483.93	\$ 21,483.93	\$ 42,967.86
• IRS value of housing allowance			\$ -
• IRS value of vehicle allowance			\$ -
• Additional leave days			\$ -
• Annuities			\$ -
• Service credit purchase			\$ -
• Association / Membership dues	\$ 2,700.00	\$ 2,700.00	\$ 5,400.00
• Cell Phone/Internet reimbursement			\$ -
• Relocation reimbursement			\$ -
• Travel allowance/reimbursement	\$ 3,400.00	\$ 3,400.00	\$ 6,800.00
• Mileage Allowance			\$ -
• Educational tuition assistance			\$ -
• All other benefit costs not mentioned above			\$ -
<b>Totals:</b>	<b>\$ 169,144.33</b>	<b>\$ 169,144.33</b>	<b>\$ 338,288.66</b>

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Franklin County School District 0506, a/k/a Franklin Public Schools**, hereinafter referred to as “the Board,” and Candace Conratt, 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 8<sup>th</sup> day of April, 2019, 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 two (2) years beginning on the 1st day of July, 2019 and expiring on the 30th day of June, 2021 (the “Initial Term”), unless extended in one (1) year increments under the terms of this section (an “Extended Term”) or unless earlier terminated in accordance with this Contract. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows: If a Board representative does not inform the Superintendent in writing at the regular Board meeting in December, or within 1 day thereafter, of the Board’s intention to consider the nonrenewal or amendment of this Contract, or of the Board’s intention to not extend this Contract for an additional year, this Contract will automatically renew for a period of one year from and after the end of the Initial Term or of any Extended Term. The Superintendent shall remind the Board in writing of this provision on or before December 1<sup>st</sup> of each year. A failure of the Superintendent to give such a reminder shall result in this Contract not being extended for an additional year.

**2. Salary.** The annual salary for the 2019-2020 contract year shall be: (\$123,914.00). 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 seventeen (17) 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. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15) days. 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 twelve (12) working days of sick leave each contract year.
  4. Carry-over and Accumulation of Sick Leave. Unused sick leave which may be accumulated up to forty-five (45) working days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave accumulation to the maximum of 45 days, which may not be carried over from one contract year to another contract year. There shall be no pay for unused sick leave.
  5. Personal Leave. The Superintendent shall be allowed two (2) working days of personal leave each contract year to be used to address personal affairs that cannot be addressed during non-working days. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused personal days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total personal days at the beginning of each contract year be 2 days. Upon ending employment, unused personal days will not be paid except to the extent required by law.

6. 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.
  7. Log. The Superintendent shall maintain a current log of used vacation, sick and personal leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.
- B. Insurance. The Superintendent shall be provided family health insurance, dental insurance, life insurance, and long term disability insurance under the same or similar terms (other than carrier) provided to other certificated staff of the District. Dental Insurance shall be provided in the form of the Blue Cross Blue Shield 100% A, B, C dental plan level of coverage.
  - C. Meetings and Dues. The Superintendent shall attend appropriate professional meetings provided that such attendance does not interfere with the proper performance of Superintendent's duties. Attendance at National Conference will require prior Board approval. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the following organizations: NCSA, NRCSA, NASCD, and AASA. The Board may pay dues for other professional organizations suitable for the Superintendent's position upon the Superintendent's request. The Board will pay the Superintendent's dues in community organizations subject to Board approval.
  - D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.
  - E. Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed health care provider once each contract year. The cost of such physical examination that is not covered by health insurance provided by the District shall be paid by the District, provided that the Superintendent cause the health care provider to submit a confidential medical report to the Board of Education.
  - F. 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.
  - G. Other Fringe Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
  - H. Moving Expenses. The District shall reimburse the Superintendent for the reasonable expenses of moving to the School District. This shall be a one-time



reimbursement, not to exceed \$3,000.00, and the Superintendent shall submit a detailed accounting of said expenses to the Board of Education for its approval.

**4. Duties.**

- A. Specification of Duties. The Superintendent shall perform the duties of Superintendent 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. The duties as prescribed in the Board of Education Policies shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall be subject to such 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. 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.
- B. Use of 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.
- C. Performance of 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 once during each 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.

8. **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.

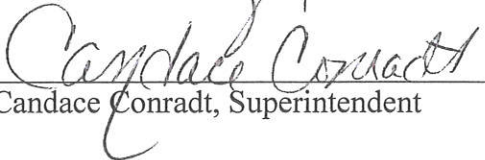
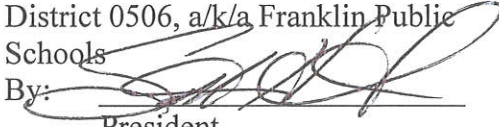
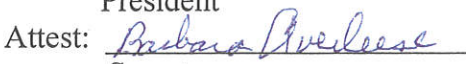
There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**9. Residency.** The Superintendent shall reside within the Franklin Public School District during the term of this contract.

**10. 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.

**11. 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 Secretary of the Board of Education of the District on or before March 25th, 2018 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this <u>19 Apr 2019</u>  Candace Conradt, Superintendent	Executed this _____, _____. Board of Education of Franklin County School District 0506, a/k/a Franklin Public Schools By:  President Attest:  Secretary
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