

Subject: Superintendent Contract 2017-18

Meeting Date: March 13, 2017

Prior Meeting Discussion Date: February 27, 2017 Discussion
February 7, 2017 HR Subcommittee
December 12, 2016 Discussion

Department: Board of Education

Action Desired: Approval X Discussion _____ Information Only _____

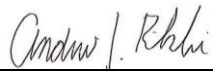
Background:

The proposed Superintendent Contract includes a 3.25% salary and benefit package increase, which results in a salary for the 2017-18 school year of \$230,525.00. All other provisions of the contract remain the same. The three-year contract now extends through the 2019-2020 contract year.

A copy of the Superintendent’s three-year contract is available for patron review on the District website in accordance with Nebraska’s Superintendent Contract Transparency Act.

Recommendation: Move to approve the three-year Superintendent’s contract with Dr. Andrew Rikli at a salary of \$230,525.00 for 2017-2018.

Responsible Person: Valarie Fisher/Renee Hyde

Superintendent’s Approval _____

Signature

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract is made by and between the Board of Education of Papillion La Vista Community Schools, legally known as Sarpy County School District No. 77-0027 and referred to herein as the "Board" and "School District" respectively, and Dr. Andrew Rikli, referred to herein as the "Superintendent."

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of its meeting of March 13, 2017, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment subject to the terms and conditions set forth below.

SECTION 1. Term of Contract. The Superintendent shall be employed for a term beginning on July 1, 2017 and expiring on June 30, 2020. References to "contract year" shall mean the period from July 1 through June 30.

SECTION 2. Salary and Performance Payment. The Superintendent's salary for the 2017-18 contract year shall be \$230,525.00 which shall be paid in equal installments in accordance with the Board's policy governing payment of other professional staff employees. The salary for the 2018-19 and 2019-20 contract years shall be set by mutual agreement of the Superintendent and the Board; but shall not be less than the annual salary for the immediately preceding contract year. During the term of this Contract, the Board shall not reduce the Superintendent's salary but may increase it, as an amendment hereto, without such increase constituting a new contract or extending the length of this Contract. For the 2017-18 contract year and any subsequent period, the Board may, in its discretion, pay the Superintendent a performance payment for the completion of goals established collaboratively by the Superintendent and the Board.

SECTION 3. Contract Extension. Effective July 1, 2018, this Contract shall automatically be extended for one additional year beyond the initial term unless the Board gives the Superintendent written notice by that date that it will consider not renewing the Contract. Such notice must be given pursuant to official board action. The Board may take official action to extend the term of this contract at any regular or special meeting at which such extension is an agenda item.

SECTION 4. Professional Status. The Superintendent affirms that he is not under contract with another school board or board of education covering any part of or all of the term of this Contract. Throughout its term, he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the School District's Human Resources Office.

SECTION 5. Superintendent's Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools as prescribed by the laws of the State of Nebraska, the rules and regulations of the Nebraska Department of Education, and the Board's Policy Manual, which duties shall not be changed substantially during the term of this Contract without the Superintendent's consent. The Superintendent is subject to the Board's direction and control at all times and shall carry out and perform such administrative duties as the Board may assign to him from time to time. Regular, dependable attendance is an essential function of the Superintendent's duties. He will devote his full time, skill, labor, and attention to the performance of his duties; provided, however, by agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other

professional duties and obligations so long as such other work is not inconsistent with his duties and obligations to the Board.

SECTION 6. 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 implementing Board policy. The Board agrees, individually and collectively, to promptly refer all criticism, complaints, and suggestions concerning operations of the District, including matters relating to personnel and students, to the Superintendent for study, recommendation, or action as appropriate, and not to comment or take action on such matters except upon the recommendation of the Superintendent or upon the Superintendent's having been permitted sufficient opportunity to respond to the matter. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board, or duties assigned without official action of the Board, except as specifically set forth in the Board's Policy Manual.

SECTION 7. Legal Actions. If any legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties under this Contract or his position as Superintendent of Schools for the District, the Board shall 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 believed 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 8. Cancellation or Mid-Term Amendment. A majority of the Board members 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) 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 or amendment shall be in accordance with the statutes of the State of Nebraska.

SECTION 9. Physical and/or Mental Examination. At the direction of the Board, the Superintendent shall undergo a physical or mental examination by a licensed physician or psychologist chosen by the Board to determine whether the Superintendent can perform the essential functions of his position. The Superintendent may also choose a licensed physician or psychologist for a second opinion also to be presented to the Board. The Superintendent shall authorize the physician and/or psychologist to disclose to the Board his or her written determination whether the Superintendent can perform such essential functions. The cost of such examination(s) and report(s) shall be paid by the health insurance that the School District provides to the Superintendent, and any amount not so covered shall be paid by the School District.

SECTION 10. Transportation. The Board shall provide the Superintendent with a transportation allowance of \$7,500-per contract year.

SECTION 11. Professional Development/Civic and Professional Meetings. The Superintendent shall become a member of appropriate professional organizations and attend appropriate professional and civic meetings at the local, state and national levels; provided that such attendance does not interfere with the proper performance of his duties.

SECTION 12. Fringe Benefits. In addition to the compensation set forth in Section 2, the District shall provide the Superintendent with the fringe benefits set forth below.

- a) The expense of membership in the professional and civic organizations and attendance at their meetings pursuant to Section 11 when his membership and/or attendance has been authorized by the Board.
- b) In addition to the transportation allowance in Section 10, reimbursement at the state-approved rate for mileage incurred while driving his personal vehicle on District business to destinations beyond a distance of 30 miles.
- c) A tax sheltered annuity plan in the amount of \$ -0-.
- d) A term life insurance policy with a face value of \$250,000.00.
- e) Health and dental insurance coverage for him and all members of his family who are eligible as dependents. The District pays 100% of the Single health premium and 93% of the family health premium. The District pays for single dental insurance coverage, the Superintendent may elect additional coverage for family dental at their own expense.
- f) A disability income insurance policy providing payment of 60% of his existing monthly income and 60% of the monthly health insurance premium as found in the standard specifications in the District's Disability Policy.
- g) Sick leave as described in the Administrator's Handbook.
- h) A maximum of 20 working days of vacation leave shall be granted each contract year, to be used in a manner and at times selected by the superintendent; provided such use does not interfere with the proper performance of his duties. If all 20 days are not used in the year they are granted, the days may be accumulated and carried over into future years so long as maximum accumulation does not exceed 30 days. Once 30 days of vacation are accumulated, no additional days of vacation will be granted until existing vacation leave is less than thirty days, i.e., a portion of the accumulated vacation leave has been used.
- i) Except as otherwise provided in this Contract, the Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District.

SECTION 13. 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 14. Compensation upon Termination. 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. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract shall be refunded by the Superintendent.

SECTION 15. 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 16. Amendments to be in Writing. This Contract may be modified or amended only by a written statement duly authorized and executed by the Superintendent and the Board.

SECTION 17. 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 enforceability of the remaining provisions.

SECTION 18. Evaluation. The Board will evaluate and assess the Superintendent’s performance in writing twice during the first contract year and at least once per year in contract subsequent years. Upon completing each evaluation, the Board or a duly designated committee thereof shall meet with the Superintendent to review the results of the evaluation. The Board shall give the Superintendent a copy of the written evaluation, and he shall have the right to make a written response to it. The evaluations and written responses will be placed in the Superintendent’s personnel file.

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

Executed this _____ day of _____, 2017	Executed this 13 th day of March, 2017
<p style="text-align: center;">Superintendent</p> <p>_____</p>	<p>Board of Education of Sarpy County School District 0027, a/k/a Papillion La Vista Community Schools</p> <p>By: _____ Attest: _____</p> <p style="text-align: center;">President Secretary</p>

Superintendent Pay Transparency Notice
Dr. Andrew Rikli
Superintendent Papillion La Vista Community Schools

Approval of the 2017-18 Superintendent's Contract is on the Papillion La Vista School Board Agenda for the March 13, 2017 meeting beginning at 6:00 p.m. in the Central Office Board Room Papillion, Nebraska.

Years on Contract:

Following the 2017-18 school year, two years will remain on the contract. The salary for each of the following years will be set by mutual agreement between the Superintendent and the Board but will not be less than the annual salary of the preceding year.

Budget Impact Statement:

As required by law the proposed budget impact statement itemizes current and future costs for the Superintendent as is proposed in the 2017-18 contract.

Salary: \$230,525.00

Cell phone stipend: \$1,080

Mileage: \$7,500

District's share of Retirement, FICA and Medicare: \$34,122.15

Insurances (Health, Dental, Life, Long Term Disability): \$20,740.33

*Travel allowance/reimbursement: \$6,000

*Association/Membership dues: \$4,000

Total Proposed Budget: \$303,967.48

*The amounts for travel and dues are based on the 2017-18 budgeted amounts, the 2018-19 budget has not been set but no change in amount is anticipated. The actual expenditure for the 2016-17 year was less than the budgeted amount.

Future Expenses if Superintendent were to Leave:

- **Payment for unused sick time.** Dr. Rikli receives 12 sick days annually. His current sick leave balance is 40.3 days. If none of these days were used, combined with his current balance, the amount he would receive at the end of the year for unused sick time, if he were to leave the school district, would be \$3,661.00.
- **Payment for unused vacation time.** Dr. Rikli receives 20 vacation days annually. His current vacation balance is 30 days. The maximum number of days that can be accrued is 30 days. The amount he would receive at the end of the year for 30 days of unused vacation time, if he were to leave the school district, would be \$26,599.