Papillion La Vista Community Schools #27  
Board of Education Meeting  
March 22, 2021  

I. Call to Order  
A. Pledge of Allegiance  
B. Roll Call  
C. Excused Absences (Motion Needed)  

Open Meetings Law: Posted at entrance to room.  

Notes Regarding Agenda: The Board will generally follow the sequence of the published agenda but may change the order of items when appropriate and may elect to act on any of the items listed.  

II. Communications  
A. Public Comment on Items Not on the Agenda  
   Public questions and comments regarding items not on the agenda may take place now in the agenda. Individuals who want to address the Board must complete a Guidelines for Public Comments form with the date, topic addressing, name and address and give it to the board clerk prior to the meeting. When called upon by the presiding officer, the individual shall proceed to the podium and state their name and address. An individual may not exceed three (3) minutes, and total time for all individuals who want to speak shall not exceed 30 minutes unless a majority vote of the Board approves extending allocated time. This time for public comment shall not be used to address specific individual student discipline or employee performance issues. Complaint and grievance processes are in place to deal with issues of this nature.  
A. Recognition – Prairie Queen 5th grade students Nat’l Facebook Engineers for the Week: Luke Freeman, Barron Jungman, and Nathan Waggoner & PLSHS National Merit Finalists: Ellenna Divingnzzo, Xander Muniz, and Gracie Sunde  

B. Military Advisory  
C. Presentation – Secondary MOEC Math  
D. Superintendent’s Report  
E. Board Comments  
F. Committee Reports  
   1. Buildings, Grounds, & Finance  
   2. Human Resources & Student Services  
   3. Curriculum & Americanism  

Public Comment: Public questions and comments regarding items that are on the agenda may be allowed by the Board as each agenda item is discussed during regular board meetings. Individuals who want to address the Board must complete a Guidelines for Public Comments form with the date, topic addressing, name and address and give it to the board clerk prior to the meeting. Anyone wanting to address the Board may do so if recognized and called upon by the presiding officer. When called upon by the presiding officer they shall state their name and address for the record. Comments of an individual may not exceed three (3) minutes, and total time for all individuals who wish to speak regarding a specific agenda item shall not exceed 30 minutes unless a majority vote of the Board approves extending allocated time.  

III. Action Items (Motion Needed)  
A. Action by Consent  
   1. Approval of Meeting Agenda  
   2. Finance  
   3. Out-of-State Travel  
   4. Personnel  
B. Board Meeting Minutes of March 8, 2021  
C. Superintendent Contract 2021/22  
D. Administration Salary 2021/22  
E. Policy 3000 – Business Services  

IV. Discussion/Information Items  
A. Legislative Overview  
B. Rule 10 – Instructional Hours  
C. District COVID Update  
D. Springfield Platteview Community Schools Land Transfer request - Belterra  

V. Future Board Calendar  
   April 2, 2021  No School Students and Staff  
   April 5, 2021  No School Students – Staff Development Day  
   April 12, 2021  Board of Education Meeting @ 6:00pm - Central Office  

VI. Adjournment
Title of Presentation: Secondary MOEC Math Professional Development Project

School: District with HS Principals & Teachers

Name & Title of Presenter(s): Dr. Julee Sauer, Director of Secondary Curriculum
Dr. Angie O’Hanlon, PLHS Assistant Principal
Ms. Stephanie Kimball, PLHS Math Teacher
Mr. Jeff Spilker, PLSHS Principal
Ms. Megan Kelly, PLSHS Math Teacher

What is the activity you plan to describe? Since the 2018-2019 school year, PLCS secondary schools have been participating in a math professional development series sponsored by the Metropolitan Omaha Education Consortium (MOEC). Secondary math teachers, principals, and the secondary curriculum director have been learning alongside one another and beside participants from other Metro Omaha secondary schools, including all 24 area high schools. Presenters tonight will share an overview of the professional development & its positive impacts so far.
### Financial Statement 02/28/21

**BEGINNING BALANCE FROM 2/01/21**

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<th>Description</th>
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<tr>
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<td>$13,540,184.53</td>
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**REVENUE:**

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<th>Description</th>
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<td>Property Taxes</td>
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<td>Interest</td>
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<td>State Aid</td>
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<td>School Lunch Receipts</td>
<td>475,812.05</td>
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<td>Federal/State Receipts</td>
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<td>Preschool Tuition</td>
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<td>Special Education School Age</td>
<td>1,081,259.00</td>
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<tr>
<td>Miscellaneous</td>
<td>28,930.02</td>
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**TOTAL REVENUE**

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<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>$10,641,934.77</td>
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**DISBURSEMENTS:**

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<td>Payflex Fees</td>
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<td>Health Savings Acct.</td>
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**TOTAL DISBURSEMENTS**

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<td>$10,798,792.04</td>
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**ENDING BALANCE AS OF 02/28/21**

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<tbody>
<tr>
<td>$13,383,327.26</td>
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Prepared By: Brenda Fahy
## BOND FUND #3

**02/01/21**

$1,388,388.15

### REVENUE:
- Sarpy County Property Tax: $109,318.42
- Interest: $22.32
- Deposit: $0.00
- Internal Transfer: $0.00

**TOTAL REVENUE**: $109,340.74

### DISBURSEMENTS:
- Principal/ Interest Payments: $0.00
- Internal Transfer: $0.00

**TOTAL DISBURSEMENTS**: $0.00

**ENDING BALANCE THRU 2/28/2021**: $1,497,728.89

## BOND FUND #4

**02/01/21**

$1,240,712.69

### REVENUE:
- Sarpy County Property Tax: $106,722.49
- Interest: $20.03
- Internal Transfer: $0.00
- Deposit: $0.00

**TOTAL REVENUE**: $106,742.52

### DISBURSEMENTS:
- Principal/ Interest Payments: $0.00
- Internal Transfer: $0.00
- Fee: $0.00

**TOTAL DISBURSEMENTS**: $0.00

**ENDING BALANCE THRU 2/28/2021**: $1,347,455.21

## BOND FUND #5

**02/01/21**

$292,697.75

### REVENUE:
- Sarpy County Property Tax: $130,062.75
- Interest: $5.70
- Internal Transfer: $0.00
- Deposit: $0.00

**TOTAL REVENUE**: $130,068.45

### DISBURSEMENTS:
- Principal/ Interest Payments: $0.00
- Internal Transfer: $0.00

**TOTAL DISBURSEMENTS**: $0.00

**ENDING BALANCE THRU 2/28/2021**: $422,766.20
### BOND FUND #6

**02/01/21**

**$187,729.02**

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<th>Revenue</th>
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<td>Sarpy County Property Tax</td>
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**TOTAL REVENUE**

$136,214.11

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<td>Internal Transfer</td>
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**TOTAL DISBURSEMENTS**

$0.00

**ENDING BALANCE THRU 2/28/2021**

$323,943.13

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Treasurer

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RETURN TO AGENDA
PAPILLION-LA VISTA DISTRICT #27
BUILDING FUND FINANCIAL STATEMENT
ENDING FEBRUARY 28, 2021

**BUILDING FUND**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Tax Revenue - Sarpy County/LC</td>
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<td>Interest</td>
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<td>Internal Transfer</td>
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<td>Misc. Deposits</td>
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<td><strong>Total Receipts:</strong></td>
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<td><strong>Disbursements:</strong></td>
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<td>A/P Checks</td>
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<td>Internal Transfer</td>
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<td><strong>Total Disbursements:</strong></td>
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<td><strong>Ending Balance 2-28-21:</strong></td>
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**CONSTRUCTION FUND**

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<td>Bond Refunding/Misc. Receipts</td>
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<td>Internal Transfers</td>
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<td><strong>Total Receipts:</strong></td>
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<td><strong>Disbursements:</strong></td>
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<td>A/P Checks</td>
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<td>Investing Fees</td>
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<td><strong>Total Disbursements:</strong></td>
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<td><strong>Ending Balance 2-28-21:</strong></td>
<td>38,408,936.77</td>
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Treasurer

RETURN TO AGENDA
Resignations
Jennifer Smith          Social Sciences           Health Systems Academy
Katherine Wendt-Huston  Special Education        Papillion-La Vista South High School

Contracts
Richard Benak          Math                      Papillion-La Vista High School
Richard received his Master of Education form Lesley University in June 1995. Richard has been a Math Teacher with Omaha Public Schools since 1988.

Kelly Berner           Librarian                 Papillion-La Vista High School
Kelly received her Master of Science form Texas A&M University in December 2018. Kelly was an English teacher with New Braunfels ISD in Texas.

Eric Borja             Special Education         Papillion-La Vista High School
Eric received his Master of Education from the University of Phoenix in June 2010. Eric is currently the Athletic Director for Washoe County School District at McQueen High School in Reno, Nevada.

Anna Carreon           Special Education         Golden Hills
Anna received her Master of Education from Concordia University in 2014. Anna is currently working as a Special Education Teacher for Springfield Platteview Community Schools.

Jenny Hood             Special Education         Bell Elementary
Jenny will receive her Master of Education from Doane University in May 2021. Jenny is currently working as a Resource/behavior teacher at Pershing Elementary with Lincoln Public Schools.

Andrew Smith           Counselor                 Rumsey Station
Andrew received his Master of Arts from Adams State University in May 2017. Andrew is currently working as an Elementary School Counselor with Lewis-Palmer Elementary in Monument, Colorado.

Olivia Thompson        Special Education         Walnut Creek
Olivia will receive her Bachelor of Science from the University of Nebraska at Lincoln in May 2021. Olivia is currently student teaching with Prescott Elementary School in Lincoln, NE.

Alexsey Wolfe          Speech Pathologist       Ashbury Elementary
Alexsey will receive her Master of Science from the University of Nebraska at Kearney in May 2021. Alexsey has worked as a Speech Language Assistant for Grand Island Public Schools and is currently working as a graduate assistant for the University of Nebraska at Kearney.
The Board of Education of the School District of Papillion La Vista, in the County of Sarpy, in the State of Nebraska, met in open and public session at 6:00 p.m., Monday, March 8, 2021. The meeting was held at the Papillion La Vista Community Schools Administration Office, 420 South Washington Street, Papillion, Nebraska.

Notice of the meeting was provided in advance by publication in the Papillion Times, March 3, 2021. Notice of the meeting was simultaneously given to all members of the Board of Education. Their acknowledgment of receipt of the agenda is maintained at the Papillion La Vista Community Schools Administration Office. The proceedings, hereafter shown, were taken while the convened meeting was open to the attendance of the public.

Call to Order
Board President Brian Lodes called the meeting to order and publicly stated a copy of the Nebraska Open Meetings Law is posted at the entrance to the Board Room. Mr. Lodes led the group in the Pledge of Allegiance.

Roll call was taken. All board members were present: Dr. Fred Tafoya, Ms. Valerie Fisher, Mr. Brian Lodes, Ms. SuAnn Witt, Mr. Skip Bailey, and Mr. Marcus Madler. There were no comments from the Board or audience.

Communication
There were no comments regarding items not on the agenda.

Recognition
Dr. Rikli recognized PLHS’s Nick Hamilton as the 152lb weight class State Wrestling Champion. Ms. Olivia Dendigner was recognized as the Girls State Swim Team Champion in the 200-yard Individual Medley, and Mr. Jack Irwin was recognized as the Boys State Swim Team Champion in the 50-yard Freestyle.

Student Council
Roshu Senthil and Maddy Delos Reyes, representatives from Papillion La Vista High School, reported for the Student Council. Winter sports have concluded with Nick Hamilton as the State Champion in the Wrestling 152lb weight class and Olivia Dendinger as the State Girls Swim Team Champion in the 200 Individual Medley. Spring Sports have begun with over 300 students participating. Several of PLHS Clubs have competed including the Quiz Bowl Club, Speech Team, and DECA. The Student Council and National Honor Society are holding a food drive for the Tri-City Food Pantry. Prom will be held at the Foundation Field on April 17. The Spring musical production of Chicago will take place March 25 with four performances. All Juniors will take the ACT test on April 6 with the Sophomores taking the Pre-ACT as well.

Superintendent’s Report
Dr. Rikli reported on the highlights and activities he has attended this past month. Dr. Rikli introduced Mr. Brett Richards as the new Assistant Superintendent of Business and welcomed him to our district. We have ended our third quarter and Spring Break will be next week, March 15 through 19.

We continue to monitor the COVID infection numbers. The District will continue to watch the Sarpy/Cass County Health Department Risk dial for up to date COVID information. Saturday, March 6 a vaccine clinic was
hosted at PLSHS with over 2000 educators throughout Sarpy and Cass County being vaccinated. Dr. Rikli thanked Dr. Kati Settles and her team, Ms. Annette Eyman and her team, PLEA volunteers, the District Nurses, and the District’s Cabinet for their work to put the vaccination clinic on the calendar in such a short time frame.

PLSHS Boys’ basketball team qualified for state. Both high schools will host Prom at the Foundation Field weather permitting. Commencement will be held on May 9 at Baxter Arena with PLSHS at 1:00pm and PLHS at 5:00pm.

Congratulations were directed to the new Papillion-La Vista Schools Foundation Executive Director, Mr. Lee Denker, who has started in his new role at the Foundation.

Board Comments
Mr. Bailey thanked staff for their participation in hosting the vaccination clinic. Ms. Fisher and Mr. Lodes both concurred with Mr. Bailey’s statement. Mr. Madler attended the vaccination clinic and expressed how happy volunteers were during the event. He also said Happy International Women’s Day to all.

Committee Reports:
- Building & Grounds & Finance: Dr. Tafoya reported the committee had not met.
- HR & Student Services Committee: Ms. Witt reported the committee had met. Agenda items discussed will be discussed during the meeting.
- Curriculum and Instruction Committee: Ms. Fisher reported the committee had not met.

Action Items
A motion was made by Ms. Fisher and seconded by Dr. Tafoya to approve the Action by Consent Items: The meeting agenda, bills, out of state travel and personnel items as presented. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Fisher, Lodes, Witt, Bailey, Madler, and Tafoya. Nays: None. The motion carried.

A motion was made by Ms. Witt and seconded by Mr. Bailey to approve the Board meeting minutes of February 22, 2021. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Lodes, Witt, Bailey, Madler, Tafoya, and Fisher. Nays: None. The motion carried.

Discussion/Information Items
Dr. Kati Settles, Assistant Superintendent of Human Resources, brought the 2021/22 Superintendent’s Contract to the Board. The proposed Superintendent contract includes a salary increase of 2.489%. With the insurance rate increases of 2.96%, this is a total package increase of 2.491% for the 2021-2022 school year. Dr. Rikli’s salary for the 2021-2022 school year is proposed to be $243,235. All other provisions of the contract remain the same. The three-year contract covers 2021-2022 through the 2023-2024 contract years. Action to be held at the March 22 meeting.

Dr. Settles provided 2021/22 Administrative Salary information. A meet and confer session with PLPSO (representatives of certificated administrators not including superintendents) was held. The terms of the proposed salary include: 1. A base salary increase of $1,155 bringing the base salary to $70,155. This results in an average salary increase of 3.29% and a total package increase of 3.25%. 2. Allows for Vertical and Horizontal movement on the Certified Administrator salary schedule. 3. Effective September 1, 2021 there is also a 2.96% overall increase in EHA rates & costs for Papillion La Vista Community Schools. Action to be held at the March 22 meeting.
Dr. Rikli on behalf of Mr. Doug Lewis shared with the Board the Series 3000 Board Policies are up for annual review. If there are changes proposed or recommended, they will be presented as discussion items at the March 22 board meeting, with possible action at the April 12 board meeting. If there are no changes recommended, the Board will acknowledge review of the Series 3000 Board Policies at the March 22 board meeting.

Dr. Rikli reported on the bills that are on the 107th Session General File. Letters that have been submitted to our Senators and written by our Board of Education and Administrators are LB5 – Purple Star Schools, LB364-Tax Credits, LB389-Military Spouse, LB281, LB327, and LB452. Bills the District is monitoring include LB83, LB136, LB210, LB389, LB408, LB322, LB288, and LB323.

Board President Lodes reviewed the future board calendar.
Board President Lodes adjourned the meeting at 6:53p.m.

Valerie Fisher, Secretary
Papillion La Vista Community School District
Board of Education
Subject: Superintendent Contract 2021-22

Meeting Date: March 22, 2021

Prior Meeting Discussion Date:
- February 1, 2021 HR Board Subcommittee
- March 2, 2021 HR Board Subcommittee
- March 8, 2021 Board Meeting

Department: Board of Education

Action Desired: Approval ___ X ___ Discussion _________ Information Only _________

Background:
The proposed Superintendent contract includes a salary increase of 2.489%. With the insurance rate increases of 2.96%, this is a total package increase of 2.491% for the 2021-2022 school year. Dr. Rikli’s salary for the 2021-2022 school year is proposed to be $243,235. All other provisions of the contract remain the same. The three-year contract covers 2021-2022 through the 2023-2024 contract years.

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 $243,235.00 for 2021-22.

Responsible Person: Brian Lodes and Dr. Kati Settles

Superintendent’s Approval ____________________________

Signature
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract is made by and between the Board of Education of Papillion LaVista 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 22, 2021 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, 2021 and expiring on June 30, 2024. 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 2021-22 contract year shall be $243,235.00 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 2022-23 and 2023-24 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 2021-22 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, 2022, 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) Cell phone stipend as described in the Administrator’s Handbook.

i) 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.

j) 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.

<table>
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<tr>
<th>Superintendent</th>
<th>Board of Education of Sarpy County School District 0027, a/k/a Papillion La Vista Community Schools</th>
</tr>
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<tr>
<td>Executed this _____ day of ____________, 2021</td>
<td>Executed this 22nd day of March, 2021</td>
</tr>
<tr>
<td>By: ____________________</td>
<td>Attest: ____________________</td>
</tr>
<tr>
<td>President</td>
<td>Secretary</td>
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Superintendent Pay Transparency Notice
Dr. Andrew Rikli
Superintendent Papillion La Vista Community Schools

Approval of the 2021-22 Superintendent’s Contract is on the Papillion La Vista School Board Agenda for the March 22, 2021 meeting beginning at 6:00 p.m. in the Central Office Board Room Papillion, Nebraska.

Years on Contract:
Following the 2021-22 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 2021-22 contract.

- Salary: $243,235.00
- Cell phone stipend: $1,080
- Mileage: $7,500
- District’s share of Retirement, FICA and Medicare: $36,422.43
- Insurances (Health, Dental, Life, Long Term Disability): $22,191.84
- *Travel allowance/reimbursement: $6,000
- *Association/Membership dues: $4,000

**Total Proposed Budget: $320,429.27**

*The amounts for travel and dues are based on the 2020-21 budgeted amounts, the 2021-22 budget has not been set but no change in amount is anticipated. The actual expenditure for the 2020-21 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 85.42 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 $7,047.15.

- **Payment for unused vacation time.** Dr. Rikli receives 20 vacation days annually. His current vacation balance is 28 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 $28,065.60.
Subject: Administrative Salaries for 2020-21 School Year

Meeting Date: March 22, 2021

Prior Meeting Discussion Date:
- February 1, 2021 HR Board Subcommittee
- March 2, 2021 HR Board Subcommittee
- March 8, 2021 Board Meeting

Department: Human Resources

Action Desired: Approval X Discussion Information Only

Background:

The Board recently approved the Teacher Negotiated agreement for the 2021-22 and 2022-23 school years. This resulted in a total package increase of 3.5% for 2021-22. The HR Subcommittee has now turned attention to administrator salaries. The terms of the proposed salary increase include:

- A base salary increase of $1,155 bringing the base salary to $70,155. This results in an average salary increase of 3.29% and a total package increase of 3.25%.
- Allows for Vertical and Horizontal movement on the Certified Administrator salary schedule.
- Effective September 1, 2021 there is also a 2.96% overall increase in EHA rates & costs for Papillion La Vista Community Schools.

Recommendation: Motion to approve the administrative salary and benefits as presented for 2021-22 including a certified administrator base salary of $70,155 and a minimum salary increase of 3.29% for certified administrators.

Responsible Person: Ms. SuAnn Witt and Dr. Kati Settles

Superintendent’s Approval

Signature

RETURN TO AGENDA
Subject: Policy 3000 – Business Services

Meeting Date: March 22, 2021

Prior Meeting Discussion Date: March 8, 2021

Department: Business Services

Action Desired: Approval ___ Discussion ______ Information Only ______

Background:
The Series 3000-Business Services Board Policies have been reviewed during the month of March. There are no changes recommended, the Board will acknowledge review of the Series 3000 Board Policies.

Recommendation: Move to acknowledge the review of Series 3000 Board Policies.

Responsible Person: Doug Lewis

Superintendent’s Approval

Signature
Subject: Legislative Update

Meeting Date: March 22, 2021

Prior Meeting Discussion Date: February 1, 2021
February 8, 2021
March 8, 2021

Department: Business Services

Action Desired: Approval ________ Discussion ________ Information Only ________ X ________

Background:
The 1st session of the 107th Legislature has reached the halfway mark. The legislature has completed committee hearings and is moving to full day debates on legislative bills voted out of committees. A legislative update addressing bills pertinent to the District will be provided by Catalyst Public Affairs.

Recommendation: Information Only

Responsible Person: Doug Lewis

Superintendent’s Approval ____________________________
Signature

RETURN TO AGENDA
Subject: Rule 10 Compliance: Instructional Time Update for 2020-21

Meeting Date: March 22, 2021

Prior Meeting Discussion Date:

Department: Curriculum, Instruction, Assessment & Human Resources

Action Desired: Approval _______ Discussion _______ X _______ Information Only _________

Background:
Each year the District is required to meet all Nebraska Department of Education Rule 10 requirements to remain a state accredited school in Nebraska. Instructional time is one of the requirements. This presentation will update the Board on the current instructional time for the 2020-21 school year with consideration of days called off due to weather. This information will be used for a discussion to determine the last day for students during the 2020-2021 school year.

Recommendation: None

Responsible Person: Shureen Seery & Kati Settles

Superintendent’s Approval ____________________________
Signature

RETURN TO AGENDA
Subject: District COVID-19 Update

Meeting Date: March 22, 2021

Prior Meeting Discussion Date: March 23, 2020, April 13, 2020, April 27, 2020, May 11, 2020, June 8, 2020, October 26, 2020

Department:

Action Desired: Approval _____ Discussion ______ Information Only ___ X ___

Background:
The District has implemented plans to address the COVID-19 pandemic during the 2020-21 school year. These plans include safety procedures, masking, updated athletic and activity guidelines, and an option remote learning plan for families. The purpose of this discussion topic is to provide a general update on these topics and discuss areas for possible improvement.

Recommendation: Information Only.

Responsible Person: Annette Eyman

Superintendent’s Approval _____________________________  Signature

RETURN TO AGENDA
Subject: District Property Transfer Request– Belterra

Meeting Date: March 22, 2021

Prior Meeting Discussion Date: 

Department: Business Services

Action Desired: Approval _____ Discussion _____ X _____ Information Only ________

Background:
The District has received a district property transfer request from the agreement with Springfield Platteview Community Schools. The agreement allows a transfer of specified land into the Papillio La Vista Community School District if certain conditions are met. One of the conditions specified in the agreement is approval by the respective Boards of Education.

The property requested to be transferred is 74.93 acres on the Southwest corner of 114th and Schram Road currently referred to as Belterra. The location is included in the current specifications of the property transfer agreement. A map of the location is provided.

Recommendation:
For discussion with approval of the agreement at a later meeting of the Board.

Responsible Person: Doug Lewis

Superintendent’s Approval: Andrew R. Ralston

Signature

RETURN TO AGENDA
REORGANIZATION PLAN
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION
ACT
OR OTHER LAWS
(Sections 79-4,117 to 79-4,129 or Other Laws)

TO: The State Committee for the Reorganization of School Districts, the County Clerks of Sarpy County Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and/or other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0027, a/k/a Papillion La Vista Community Schools, hereinafter referred to as "PLCS," also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of the Learning Community of Douglas and Sarpy Counties (the "LC") and present the Plan for approval to the State Committee for the Reorganization of School Districts (the "State Committee") or others as required by law for review and action under the Act or other laws. Both School Districts have conditionally approved the Plan and hereby request approval from the State Committee or others according to the Act or other laws for submission back to the School Districts for their final approval and implementation by the Sarpy County Clerk or others. This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 or other laws and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and PLCS are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP, PLCS and the LC, that the boundaries of each of the School Districts be changed in accordance with this Plan and Agreement, and in furtherance thereof, do hereby request the State Committee and County Officials or others as required to whom this Plan and Agreement is directed or their successors in interest, to approve same enter an order changing the boundaries of SP and PLCS, pursuant to Neb. Rev. Stat § 79-4,128, and/or other Nebraska laws, so as to transfer the following-described territory from SP and PLCS shall be as follows:

Legal Description

See attachments labeled as Exhibit "A"

1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE
REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT.

A description of the Property to be transferred from SP to PLCS is contained on attached legal descriptions and maps. Both School Districts are Class III school districts.

2. SUMMARY OF REASONS FOR PROPOSED CHANGE, EXPLANATION OF STATUTORY COMPLIANCE AND STATUTORY ASSURANCE.

The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 or other laws as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation proximity, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts' judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

3. SUMMARY OF TERMS OF REORGANIZATION.

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat§ 79-4,120 or other laws as described herein. As this Plan only involves such transfer and attachment according to the Act or other laws and there is no new district being created, the school boards, school board wards or districts, if any, and classifications of the School Districts involved are unchanged and shall remain the same and the State Committee or others will not need to determine initial school board districts or wards, or appoint an initial school board.

4. STATEMENT OF FINDINGS ON LOCATION AND UTILIZATION OF SCHOOLS AND TRANSPORTATION

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat§ 79-4,120 or other laws as described herein. As this Plan only involves such transfer and attachment according to the Act, there is no change with respect to the location of schools, the utilization of existing buildings, the construction of new buildings, or the transportation requirements of the School Districts involved.

5. MAPS SHOWING BOUNDARIES

Maps showing the boundaries of established school districts and the boundaries proposed under this Plan are attached hereto and incorporated herein by this reference as EXHIBIT.
6. OTHER MATTERS

The effective date of the change of boundaries and the transfer of the Property from SP to PLCS shall be upon final approvals and entry of an order by the appropriate County Officials whose order is necessary to effect the change in boundaries and Property transfer set forth herein, or according to law, whichever occurs later in time. All assets, including budget authority and unboned liabilities of each School District shall remain the same on such transfer and attachment hereunder and shall not be transferred to PLCS. The transferred land shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by PLCS prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by PLCS after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of PLCS.

Upon completing the transfer the Sarpy County Clerk shall file the order, certificates or other appropriate notice documents with the Sarpy County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly. The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0046, a/k/a SPRINGFIELD
PLATTEVIEW COMMUNITY SCHOOLS

By: ____________________________
Authorized Official

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0027, a/k/a PAPILLION
LAVISTA COMMUNITY SCHOOLS

By: ____________________________
Authorized Official
### Exhibit "A"

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SEE SHEET: 1 OF 3 FOR DRAWING
SEE SHEET: 2 OF 3 FOR LEGAL DESCRIPTION

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**E & A Consulting Group, Inc.**

Engineering • Planning • Environmental & Field Services

15053 NE Valley Road, Suite 104
Omaha, NE 68164
Phone: 402.495.9700 • Fax: 402.485.3886

**SCHOOL TRANSFER LEGAL**

**PART OF THE NW1/4 OF SECTION 05,**

**TOWNSHIP 13 NORTH, RANGE 12 EAST**

BRANT COUNTY, NEBRASKA

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Drawn by: CIV
Chkd by:  
Date: 02-25-2021
Job No.: P2017-550.001  
SHEET: 3 OF 3

Jeff Stoll  
3/1/2021 8:14 PM  
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