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.
   B. Recognition: Molly Schnabel-NE Social Worker of the Year
   C. Superintendent’s Report
   D. Board Comments
   E. 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, Parental Involvement, & Wellness Hearing Minutes of July 13, 2020
   C. 2020/21 School Reopening Plans
   D. Para Negotiations 2020/21
   E. Clerical Negotiations 2020/21
   F. K-12 Social Studies Standards

IV. Discussion/Information Items
   A. Diversity & Inclusivity Planning
   B. Auditor Renewal Contract

V. Future Board Calendar
   August 2, 2020  Commencement @ Baxter Arena; PLHS @ 1:00pm & PLSHS @ 5:00pm
   August 3, 2020  PLC Foundation Golf Tournament @ Eagle Golf Course
   August 10, 2020  Board of Education Meeting @ 6:00pm – Central Office
   August 11, 2020  First Day of School

VI. Adjournment

The Papillion La Vista Community Schools Board of Education reserves the right to go into Closed Session for purposes in accordance with Nebraska Open Meetings Act NE REV STAT 84-1407 through 1414.
**BEGINNING BALANCE FROM 06/01/20**

$33,412,707.50

**REVENUE:**

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<th>Source</th>
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<td>State Aid</td>
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<td>Interest</td>
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<td>School Lunch Receipts</td>
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<td>Miscellaneous</td>
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**TOTAL REVENUE**

$7,257,555.97

**DISBURSEMENTS:**

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**TOTAL DISBURSEMENTS**

$10,288,681.55

**ENDING BALANCE AS OF 06/30/20**

$30,381,581.92

Treasurer

*PREPARED BY: Brenda Fahy*
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<td>Ending Balance Thru 6/30/2020</td>
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BOND FUND #6
Beginning Balance 6/01/2020 $443,747.69

REVENUE:
Sarpy County Property Tax 33,016.68
Interest 10.07
Internal Transfer 0.00
Deposit 0.00
TOTAL REVENUE $33,026.75

DISBURSEMENTS:
Principal/ Interest Payments 0.00
Internal Transfer 0.00
TOTAL DISBURSEMENTS $0.00

ENDING BALANCE THRU 6/30/2020 $476,774.44

RETURN TO AGENDA

__________________________________________________________________________
Treasurer
BUILDING FUND

Beginning Balance 6-1-20 747,775.62

Receipts:
  Tax Revenue - Sarpy County/LC 21,881.18
  Interest 14.32
  Internal Transfer 0.00
  Misc. Deposits 0.00

  ---------------------
  21,895.50

Disbursements:
  A/P Checks 130,000.00
  Internal Transfer 0.00

  ---------------------
  130,000.00

Ending Balance 6-30-20 639,671.12

CONSTRUCTION FUND

Beginning Balance 6-1-20 34,678,125.06

Receipts:
  Interest 568.57
  Bond Proceeds 0.00
  Internal Transfers 0.00

  ---------------------
  568.57

Disbursements:
  A/P Checks 4,706,946.77
  Bond Refunding 0.00
  Internal Transfers 0.00
  Investing Fees 0.00

  ---------------------
  4,706,946.77

Ending Balance 6-30-20 29,971,746.86

_________________________________________________________________________

Treasurer

RETURN TO AGENDA
Resignations
Jenna Lopez  Social Worker  Papillion-La Vista South High School

Contracts
Michelle Irwin  Special Education  Liberty Middle School
Michelle received her Master of Arts from Grand Valley State University in Michigan in 1998. Michelle taught in Michigan with Howell Public Schools as a Special Education/Preschool Teacher. Michelle is currently a substitute teacher for Papillion La Vista Community Schools.
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, July 13, 2020. 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, July 8, 2020. 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 Bret Brasfield 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. Brasfield led the group in the Pledge of Allegiance.

Roll call was taken. Board members present were Mr. Chuck Zurcher, Ms. SuAnn Witt, Dr. Fred Tafoya, Ms. Valerie Fisher, Mr. Bret Brasfield, and Mr. Brian Lodes. There were no comments from the Board or audience.

Communication
Ms. Patricia Conway-Boyd addressed the Board on the District’s Policy #1409-Special Projects Fundraising. Ms. Conway-Boyd commented she has made a Public Records Request for all public records (emails, text messages and/or written correspondence) by any PLCS Board of Education Member and/or any of the PLCS Central Office employees, and both High School Admin employees. Ms. Conway-Boyd informed the Board that she will be charged for the service of $4,293.24 of which she has paid half ($2,146.62). Ms. Conway-Boyd read what kind of penalty could occur if the request isn’t met by the District.

Superintendent’s Report
Dr. Rikli provided a report of highlights and activities he has attended this past month. Dr. Rikli addressed the Board and the public with a general plan that will be shared with parents for the fall reopening of our schools. A comprehensive plan will be shared at the next board meeting on July 27 with a Community engagement Facebook Live event on July 28. The District’s Diversity and Inclusion plan will also be shared at the July 27 Board of Education meeting.

The USDA food program that the District has provided to our families has expanded to include a 30lb box of produce in addition to the weeks worth of food that is provided.

Our 2020 Seniors will have a “face to face” Graduation on August 2 at Baxter Arena. PLHS will commence at 1:00pm and PLSHS will commence at 5:00pm.

Dr. Rikli informed the Board that the District’s annual Welcome Back event that is held at Werner Park will be cancelled for this upcoming school year. Due to health restrictions the District felt it would be safer to cancel, but the staff Greatness Awards will still be presented.
The Board Retreat is scheduled for August 24. Dr. Rikli asked board members to submit their agenda items they would like to discuss to Mr. Brasfield.

**Board Comments**
Ms. Fisher commented on her travel experience related to all states who are enduring the same kind of process to open their schools safely. Parent surveys are being used to provide insight to school districts for opening of their schools.
Mr. Brasfield had a Zoom meeting with Sarah Schram, Sarpy County Health Director to share the guiding resources that are used to determine the next steps related to COVID and the opening of our schools.

**Committee Reports:**
- **Building & Grounds & Finance:** Mr. Zurcher reported the committee had met. Agenda items to be discussed during the meeting.
- **HR & Student Services Committee:** Mr. Lodes reported the committee had met. Agenda items to be discussed during the meeting.
- **Curriculum and Instruction Committee:** Ms. Fisher reported the committee had met. Agenda items to be discussed during the meeting.

**Action Items**
A motion was made by Ms. Witt and seconded by Mr. Zurcher 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: Tafoya, Fisher, Brasfield, Lodes, Zurcher, and Witt. Nays: None. The motion carried.

A motion was made by Ms. Fisher and seconded by Mr. Lodes to approve the Board meeting minutes and Student Fees Hearing Minutes of June 22, 2020. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Fisher, Brasfield, Lodes, Zurcher, Witt, and Tafoya. Nays: None. The motion carried.

A motion was made by Ms. Fisher and seconded by Ms. Witt to approve the Policy 6000 changes as presented. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Brasfield, Lodes, Zurcher, Witt, Tafoya, and Fisher. Nays: None. The motion carried.

A motion was made by Mr. Zurcher and seconded by Mr. Lodes to acknowledge the review of Series 7000 Board Policies. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Lodes, Zurcher, Witt, Tafoya, Fisher, and Brasfield. Nays: None. The motion carried.

A motion was made by Ms. Fisher and seconded by Mr. Zurcher to approve student fees for elementary and secondary schools as presented. There were no comments from the Board. Mr. Dave Herbener addressed the Board asking for clarification on wearing masks and if it was mandatory. Mr. Lewis clarified the item was added in case they are required to wear. Roll call vote was taken. Ayes: Zurcher, Witt, Tafoya, Fisher, Brasfield, and Lodes. Nays: None. The motion carried.

A motion was made by Mr. Lodes and seconded by Ms. Witt to approve the 2020-2021 School Meal Prices as presented. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Witt, Tafoya, Fisher, Brasfield, Lodes, and Zurcher. Nays: None. The motion carried.

A motion was made by Mr. Lodes and seconded by Mr. Zurcher to approve the Commercial Lease Agreement with Hope International University, doing business as Nebraska Christian College as presented. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Tafoya, Fisher, Brasfield, Lodes, Zurcher, and Witt. Nays: None. The motion carried.
Discussion/Information Items

Mr. Brasfield moved the last discussion item, Parent & Staff Survey Data-Item F to the top of the Discussion items.

Ms. Annette Eyman, Director of Communications, provided a brief overview of the yearly staff and parent communication survey results that was taken in April/May and included 1310 staff responses and 4000 (61%) parent responses. The survey results were used to develop return to school plans and an updated communication plan. The survey overview included information how parents and staff receive the information from the District related to Remote Learning in the fall, if PLCS helped balance work and life for staff, overall communication with staff.

Mr. Doug Lewis gave an overview to the Board on the current policy language regarding fundraising which are found in the District’s Policy #1405-Solicitation in Schools, Policy #1409-Special Projects Fundraising, and Policy #3203-Periodic Financial Reporting and Money Handling. The recommendation is to review Policy #1409 and develop a separate fundraising policy for fundraising activities with clear interpretation which are not considered special projects. Discussion included language for the developing of the policies.

- Mr. Zurcher commented the Policy #1409 does not need to be changed.
- Mr. Brasfield commented that clarification on #1409 and #1405 needs to be made. One policy needs to be developed so that people have complete direction on how to fundraise for the District.
- Ms. Fisher gave the background on why Policy #1409 was developed. She commented that whether schools have 1 or 3 fundraisers for the purpose of improving the district facilities or projects the policy needs to be clear on the dollar amount that needs to come to the Board for approval. The intent was developed; however, the language needs to be reworked so that the Board has understanding on what comes to the Board for approval versus what fundraising can be done without approval.
- Mr. Lodes agrees with Ms. Fisher’s comments.
- Ms. Witt believes that we may need to develop a taskforce to reword the Policy #1409 for clarification.
- Dr. Tafoya also suggested that we monitor what the funds are being used for in the schools and that the District’s fundraising policy was being followed correctly.

After much discussion Mr. Lewis will bring specific recommendations regarding all fundraising policies back to the Board at a future meeting.

Ms. Patti Conway-Boyd addressed the Board with regards to the Policy #1409. Ms. Conway-Boyd commented that the policy was violated and had the Board known of the PLSHS Titan fundraising back in January and not been kept in secret the Board would have done something about the fundraising. Ms. Conway-Boyd noted that the limit of $50,000.00 that is defined in the Policy is not feasible for structural construction. It was also stated that the PLSHS Titan golf tournaments funds are going through the Midlands Community Foundation which to is a violation to the Policy #1409 in her opinion.

Mr. Lewis shared information that the District has contracted with CHI for athletic training services for the last 9 years. CHI informed the District in May they were discontinuing their athletic training program. The District reviewed several models to provide athletic training services at our high schools over the last month. The District has hired both current trainers as district employees to provide training services and work with students in the athletic training academy program. To fulfill duties and provide additional programs for our parents and students, the District will enter into a contract with The Nebraska Medical Center and UNMC Physicians to provide medical services at football games and oversee the athletic trainers.
Dr. Kati Settles shared with the Board that the Local 226 Paraprofessionals voted to ratify the two-year master contract on Monday, June 29, 2020. The contract provides an increase in wages of $.32 for 2020-21 and an additional $.32 for 2021-22. Paraprofessionals may request up to three days of personal leave in a given year (those hired before May 2000 will retain the availability of four personal days). The Contract will be presented as an Action item at the July 27 board meeting.

Dr. Kati Settles shared with the Board that the Local 226 Clerical staff ratified a two-year master contract on June 25, 2020. The contract provides an increase in wages of $.50 for 2020-21 and an additional $.50 for 2021-22. The Contract will be presented as an Action item at the July 27 board meeting.

Ms. Shureen Seery shared recommendations on the District Social Studies Standards. The Nebraska Rule 10 – 004.01B: School districts adopt academic content standards in the subject areas of reading and writing (language arts), mathematics, and science determined by each district to be measurable quality standards that are the same as, equal to, or more rigorous than the state academic content standards in Appendix A (English Language Arts Standards), Appendix B (Mathematics Standards), Appendix C (Science Standards), and Appendix D (Social Studies Standards) pursuant to 79-760.01 R.R.S., The deadline for school districts to adopt replacement academic content standards, will not extend past one year following the State Board’s adoption of new content standards. K-12 social studies toolbox committees have started to review and will begin to align Papillion La Vista’s social studies curriculum with Nebraska State social studies standards. Based on the information provided by the Curriculum Directors & Toolbox Leaders, we are recommending that the Papillion La Vista Community Schools adopt the State social studies standards. The recommendation will be an Action item on the July 27 board meeting agenda.

Dr. Fred Tafoya made a comment with regards to a speaker that addressed the Board. He stated that the District’s narrative is kindness and the speaker should not verbally disrespect our Superintendent.

Board President Brasfield reviewed the future board calendar.
Board President Brasfield adjourned the meeting at 7:50p.m.

SuAnn Witt, Secretary
Papillion La Vista Community School District
Board of Education
Papillion La Vista Community Schools #27
Parental Involvement Hearing
Proceedings
July 13, 2020

The Board of Education of the School District of Papillion La Vista, in the County of Sarpy, in the State of Nebraska, conducted a Parental Involvement Hearing in open and public session at 6:00 p.m. Monday, July 13, 2020. The hearing was held at the Papillion La Vista Community Schools Administration Office, 420 South Washington Street, Papillion, Nebraska.

Notice of the Hearing was provided in advance by publication in the Papillion Times, July 8, 2020. Notice of the Hearing was simultaneously given to all members of the Board of Education. Their acknowledgment of receipt of the agenda is maintained at the administration office. The proceedings hereafter shown were taken while the convened hearing was open to the attendance of the public.

Board President Bret Brasfield called the hearing to order, led the Pledge of Allegiance, and publicly stated that a copy of the Nebraska Open Meetings Law is posted at the entrance to the Board Room. Roll call was taken. Board members present: Mr. Chuck Zurcher, Dr. Fred Tafoya, Mr. Brian Lodes, Ms. SuAnn Witt, Ms. Valerie Fisher, and Mr. Bret Brasfield.

The purpose of the hearing was to hear support, opposition, suggestions or observations of community patrons relating to parental involvement in education practices that may affect their children. Dr. Trent Steele provided a summary of Board Policy and Procedure #6008-Parental Involvement in Educational Practices. She stated that the policy outlines the importance of parent/guardian involvement in the operation of schools.

There being no comments or questions from the Board or audience the Parental Involvement Hearing was adjourned at 6:03 p.m.

SuAnn Witt, Secretary
Board of Education
The Board of Education of the School District of Papillion La Vista, in the County of Sarpy, in the State of Nebraska, conducted a Wellness Policy Hearing in open and public session Monday, July 13, 2020, at 6:03 p.m., immediately after the Parental Involvement Hearing adjourned. The hearing was held at the Papillion La Vista Schools Administration Office, 420 South Washington Street, Papillion, Nebraska.

Notice of the Hearing was provided in advance by publication in the Papillion Times, July 8, 2020. Notice of the Hearing was simultaneously given to all members of the Board of Education. Their acknowledgment of receipt of the agenda is maintained at the administration office. The proceedings hereafter shown were taken while the convened hearing was open to the attendance of the public.

Board President Bret Brasfield called the Hearing to order and stated that the Pledge of Allegiance, Roll Call, and Open Meetings Law notification were taken care of at the Parental Involvement Hearing conducted prior to this hearing. Board members present at the Wellness Policy Hearing: Mr. Chuck Zurcher, Dr. Fred Tafoya, Mr. Brian Lodes, Ms. SuAnn Witt, Ms. Valerie Fisher, and Mr. Bret Brasfield.

The purpose of the hearing was to allow parents, students, and members of the public an opportunity to provide input to the School Wellness Policy #5602-School Wellness, as required under the Child Nutrition and WIC Reauthorization Act of 2004. Dr. Trent Steele stated the three areas addressed in the policy; nutrition education, physical activity and other school-based activities, will be monitored if any state or federal legislation should arise in these areas.

There being no comments or questions from the Board or audience the Wellness Policy Hearing was adjourned at 6:06 p.m.

SuAnn Witt, Secretary
Board of Education
Subject: 2020-21 School Reopening Plans

Meeting Date: July 27, 2020

Prior Meeting Discussion Date: June 22, 2020

Department:

Action Desired: Approval X Discussion Information Only

Background:
The District will discuss its School Opening Plan for the 2020-21 school year and request the Board of Education to approve the plan. The District has met with several stakeholders over the last several months to develop its plan including building and district level administrators, District certified and classified staff, parents, Health Department officials, Governor Ricketts, Commissioner of Education Blomstedt, and neighboring school districts. The purpose of the presentation is to share plans for a regular school opening with enhanced safety and health protocols in place starting August 11. Details will be given on the school day, drop off and pickup times, lunch and breakfast plans, and guidelines for staff and student face coverings. The presentation will also include an announcement regarding a possible remote/online learning option for families.

Recommendation:
I move that the Papillion La Vista Community Schools Board of Education authorizes the Superintendent and/or his designees to implement and carry out the provisions of the 2020-21 School Opening Plans and Protocols and make any necessary changes with timely and reasonable Board communication. The plan shall be implemented in accordance with the following:

· District Policies and Procedures;
· State and Sarpy County reopening executive orders; and
· Governor directed health measures.

Responsible Person: Shureen Seery

Superintendent's Approval

Signature

RETURN TO AGENDA
Subject: Para Negotiations 2020-2022

Meeting Date: July 27, 2020

Prior Meeting Discussion Date:  HR Board Subcommittee meeting June 4, 2020
                                   Board of Education Meeting July 13, 2020

Department: Human Resources

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

Background:
Local 226 Paraprofessionals voted to ratify the two-year master contract on Monday, June 29, 2018. The contract provides an increase in wages of $.32 for 2020-21 and an additional $.32 for 2021-22. Paraprofessionals may request up to three days of personal leave in a given year (those hired before May 2000 will retain the availability of four personal days).

Recommendation: Motion to approve a two-year Paraprofessional contract which would include increased wages of $.32 per hour for 2020-21 and an additional $.32 for 2021-22.

Responsible Person: Dr. Kati Settles/Mr. Brian Lodes

Superintendent’s Approval ____________________________
Signature

RETURN TO AGENDA
NEGOTIATED AGREEMENT
BETWEEN
PAPILLION-LA VISTA COMMUNITY SCHOOLS
AND
PARAPROFESSIONAL EMPLOYEES

THIS AGREEMENT, made and entered into the by and between the Service Employees International Union Local 226, hereinafter referred to as the “Union”, and the Papillion-La Vista Community Schools Number 27, Sarpy County, Papillion-La Vista, Nebraska, hereinafter referred to as the “Board”.

ARTICLE 1
RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for paraprofessionals currently employed by the Papillion-La Vista Community Schools.

ARTICLE 2
MANAGEMENT

The Board reserves the right to hire, suspend, discharge personnel, assign jobs, transfer employees within the district, to increase or decrease the work force, contract for services, determine the hours of work and days to be worked, and all other procedures necessary to provide for the education of the students of the Papillion-La Vista Community Schools.

Job vacancies due to termination, transfer, promotion, or creation of any position shall be posted online for five business days or posted in the building on a bulletin board designated for such process by the personnel office for five business days prior to filling the position. A copy of the posting and the results of the hiring process will be provided to the local union representative upon request. The five-day posting requirement for vacancies is waived from July 1 through August 31 to ensure adequate staffing is in place at the beginning of the school year.
Payroll deductions will be allowed for TSA’s and Union dues subject to rules and regulations set forth by Board Policy.

The Board and the members of the Union agree that there shall be no discriminations against applicants or employees on the basis of race, color, national origin, sex, marital status, disability or any other legally protected status in admission, access to, treatment, or employment in its programs and activities.

**ARTICLE 3**
**HOURS OF WORK**

The Board will hire paraprofessionals as needed and defined in Article 2. On days when teaching staff are asked to report, instructional paraprofessionals, media paraprofessionals, health paraprofessionals and special education paraprofessionals may be asked to report and be compensated for their normal workday hours relative to the eligible assignments as shown above. The ability to report on these days does not apply to transportation paraprofessionals or school lunch paraprofessionals.

For each inclement weather day where staff do not report, instructional paraprofessionals, media paraprofessionals, health paraprofessionals and special education paraprofessionals may make up these hours during future staff development days remaining in the school year.

An uninterrupted lunch break without pay of 1/2 hour will be scheduled for each paraprofessional employee when applicable. The paraprofessional employee may leave the building premises during their scheduled lunch period if they so desire.

**ARTICLE 4**
**GRIEVANCES**

Any disagreement or difference of opinion between the Board, the Union, or the employees covered by this agreement, concerning the interpretation or application of the terms or provisions of this agreement, will be considered a grievance.
Any employee, the Union, or the Board may present a grievance. Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. The procedure for handling grievances shall be as follows:

The grievant shall first take up the grievance by presenting it, in writing, to the principal or to his/her immediate supervisor. If the grievance is not satisfactorily adjusted within five (5) days from the meeting with the building principal or his/her immediate supervisor, the Union representative shall present the grievance, in writing, to the superintendent or designated representative. Said appeal shall be presented to the office of the superintendent within fifteen (15) days of the date that the grievance was presented to the principal or immediate supervisor.

The superintendent shall make a determination as to the grievance within thirty (30) days from the date it is presented. If that determination is not satisfactory to the aggrieved party it may be appealed in writing to the Board with thirty (30) days of the superintendent’s decision. The Board shall hear the grievance in open or closed session and the decision of the Board shall be rendered within thirty (30) days of said hearing. Neither the Board nor the Union will attempt, by means other than the grievance procedure, to bring about a settlement of any issue which is properly the subject for disposition through the grievance procedure.

ARTICLE 5
MILITARY LEAVE

An employee in the Military Service will have reinstatement rights provided he/she qualifies for the provisions of the existing laws pertaining to the reinstatement of veterans.
ARTICLE 6
ACTS IN VIOLATION OF LAWS OR ORDERS

Nothing in the Agreement shall be construed to require either party to act in violation of any State or Federal Law or any Presidential Order, and in the event such conditions should arise, this Agreement should be considered modified to the extent necessary to comply with the Law.

ARTICLE 7
BEREAVEMENT LEAVE

Absence from work will be allowed so that the employee may have five (5) consecutive workdays following the death of an immediate relative without loss of pay. This rule applies only to an immediate relative interpreted to be as follows: an employee’s spouse, parent, child, brother, sister, grandchild, mother-in-law, father-in-law, or any other individual who is a permanent resident in the employee’s home.

The employee shall be granted three (3) consecutive workdays without loss of pay for the purpose of attending the funeral of the employee’s grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, nephew, niece, aunt, uncle, or grandparent-in-law.

Additional absences will be considered under the Accumulated Leave of this Agreement.

ARTICLE 8
ACCUMULATED LEAVE

Accumulated leave (sick leave and personal leave) will accrue based upon the employee’s full-time equivalency and shall consist of one (1) day for each month of service accumulative to one hundred twenty (120) days. Though the leave will accrue monthly, the payroll advice will reflect the amount of accumulated leave the paraprofessional is expected to accrue if they complete a full contract year of employment. If the paraprofessional leaves or is terminated prior to the end of the contract year, and he/she has used more accumulated leave (sick or personal)
that they have earned/accrued to date, the amount paid for the unearned accumulated leave will be deducted from their final paycheck.

Upon termination, all paraprofessionals who have five (5) years of consecutive service with the district will be paid for fifty percent (50%) of their accumulated leave days based on their current rate of pay.

Paraprofessionals may be asked to submit a physician’s certification for return to work if absences exceed three consecutive days. Paraprofessionals may be asked for physician’s verification of illness if attendance has been unreliable.

**ARTICLE 9**
**PERSONAL LEAVE**

A paraprofessional may apply for Personal Leave for special obligations or emergencies which cannot be scheduled on non-duty days or at a time other than school hours. A written request shall be submitted to the principal or immediate supervisor, who shall in turn approve or in cases that may disrupt the delivery of services to students that cannot otherwise be accommodated, disapprove the application. Should the principal or immediate supervisor, approve the application, the principal or immediate supervisor, shall submit the application to the Assistant Superintendent of Human Resources. The employee may submit the reason for the leave directly to the Assistant Superintendent of Human Resources in a confidential envelope, in which case the principal or immediate supervisor will be notified of the request but not the reason. A paraprofessional may request up to three days of personal leave in a given year. Those who have been in Papillion-La Vista Community Schools for more than 20 years as of May 2020, will retain the availability to request up to four (4) days for personal reasons. Personal leave, if granted will be deducted from accumulated leave. Regular attendance is an
essential function of the Paraprofessional’s job. Personal leave in excess of that which is provided in this article shall not be granted.

ARTICLE 10
SENIORITY

In matters of layoffs, re-employment, promotions, demotions, and transfers, seniority will prevail, except when there are significant differences in documented past attendance concerns (leave time exceeds benefit provided by the contract) or performance, the ability or physical fitness of those employees under consideration, subject to the right of an employee to file a grievance on the basis that his/her qualifications have not been given proper consideration. For the purpose of this Agreement, seniority shall be defined as continuous length of service with the district. Seniority will be recognized on the basis of hours worked as a paraprofessional. Job vacancies will be established by the Board. When vacancies occur, the employee possessing the qualifications for the vacancy will be considered in accordance with provisions of this article. If there are no paraprofessional employees presently on the payroll who possess the necessary qualifications for the vacancy, hiring may be utilized. Paraprofessionals must serve a minimum of 90 calendar days in a position prior to requesting a transfer to a different paraprofessional position within the district.

ARTICLE 11
STARTING BASE WAGES

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<tr>
<td>Regular Education Paraprofessionals</td>
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<td>Secondary Instructional Special Education Paraprofessionals</td>
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<td>Special Education, Title I, ELL, and Transportation Paraprofessionals</td>
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<tr>
<td>Health Paraprofessionals (working without full time nurse)</td>
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<td>$14.22</td>
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All Paraprofessionals will receive an increase of 32 cents in base hourly wage for the 2020-21 school year, and an increase of 32 cents in base hourly wage for the 2021-22 school year. Only employees hired to work prior to June 1 are eligible for the subsequent year’s raise.

Paraprofessionals compensated previously for the Level I-IV training that was offered prior to 2006 will continue to receive the increase earned prior to discontinuation of the training.

A two percent (2%) increase in salary will be provided to paraprofessionals after 5 years (5,340 hours) of service to the District. A three percent (3%) increase in salary will be provided to paraprofessionals after 10 years (10,680 hours), 15 years (16,020 hours), and 20 years (21,360 hours) of service to the District. A four percent (4%) increase in salary will be provided after 25 years (26,700 hours) and 30 years (32,040 hours) of service to the District. Years of experience will be computed as an hourly equivalent to a six (6) hour day. The adjustment to pay rate will begin with the first day of the pay period after the date the paraprofessionals worked hours reaches the next longevity range.

**ARTICLE 12**
**INSURANCE**

Paraprofessionals who are assigned to work 176 days at more than 6.5 hours per day will be provided Health and Dental Insurance. The district will pay 100% of the single coverage premium for the employee. Paraprofessional employees whose dependents are eligible to participate in the District’s health insurance coverage plan may elect to pay the premium cost of coverage for eligible dependents.

**ARTICLE 13**
**SAFETY COMMITTEE REPRESENTATION**

The Union shall elect or appoint a member to serve on the District’s Safety Committee. The term of this representative shall be two (2) years and reappointment may occur. All Union members shall have the opportunity to express interest in serving on the Committee. The Union
will develop the process of seeking interested participants and appointing or electing their representatives to serve on this Committee. Written notice of upcoming meetings will be provided to the designated representative.

ARTICLE 14
CONTRACT TERMINATION

This agreement shall be in full force and effect from the 1\textsuperscript{st} day of August, 2020 to and including the 31\textsuperscript{st} day of July, 2022.

Witness Whereof the parties hereto have hereunder caused this instrument to be executed on the 27\textsuperscript{th} day of July, 2020.

SERVICE EMPLOYEES INTERNATIONAL                      SCHOOL DISTRICT 27,
UNION LOCAL 226, Nebraska AFL-CIO                        SARPY COUNTY

BY_________________________________________________  BY_________________________________________________
Subject: Clerical Negotiated Agreement

Meeting Date: July 27, 2020

Prior Meeting Discussion Date: HR Board Subcommittee June 4, 2020
Board of Education meeting July 13, 2020

Department: Human Resources

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

Background:
Local 226 Clerical staff ratified a two-year master contract on June 25, 2020. The contract provides an increase in wages of $.50 for 2020-21 and an additional $.50 for 2021-22.

Recommendation: Motion to approve a two-year contract for clerical staff which would include an increase in wages of $.50 for 2020-21 and an additional $.50 for 2021-22.

Responsible Person: Dr. Kati Settles/Mr. Brian Lodes

Superintendent’s Approval  

Signature  

RETURN TO AGENDA
NEGOTIATED AGREEMENT
BETWEEN
PAPILLION-LAVISTA COMMUNITY SCHOOLS
AND
CLERICAL EMPLOYEES

THIS AGREEMENT, made and entered into the day of July 27, 2020 by and between the Service Employees International Union Local 226, hereinafter referred to as the “Union”, and the Papillion LaVista Community Schools Number 27, Sarpy County, Papillion-LaVista, Nebraska, hereinafter referred to as the “Board.”

ARTICLE I
RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for all non-supervisory clerical employees, which specifically includes elementary school clerical, secondary school clerical, and central office clerical personnel of the district. Clerical employees, for the purpose of this agreement, are further defined as permanent full-time 12-month employees (work eight hours a day for 260 days, including paid holidays) and permanent full-time 10-month employees (work eight hours a day for 218 days, including paid holidays).

ARTICLE II
MANAGEMENT

The Board reserves the right to hire, suspend, discharge personnel, assign jobs, transfer employees within the district, to increase or decrease the work force, contract for services, determine the hours of work and days to be worked, and all other procedures necessary to provide for the education of the students of the Papillion-LaVista Community Schools. The Board and the members of the Union agree that there shall be no discrimination against applicants or employees on the basis of race, color, national origin, sex, marital status, disability or any other legally protected status in admission or access to, or treatment or employment in, its programs and activities. Payroll deductions will be allowed for Union dues, and TSA (Tax Shelter Annuity), subject to rules and regulations set forth by Board policy.
ARTICLE III
HOURS OF WORK

The Board will provide permanent full-time 12-month and permanent full-time 10-month employees forty (40) hours of work per week, except when an employee’s service is interrupted due to conditions beyond the control of the Board.

All hours worked in excess of forty (40) hours in the regular workweek, except as hereinafter provided, shall be paid for at the rate of time and one-half (150%) of the regular time, but premium pay shall not be pyramided.

A lunch break, without pay, of normally one-half (1/2) hour or one (1) hour will be scheduled for each employee, and employees may leave the building premises during this period if they so desire.

On days when school is cancelled due to inclement weather and staff is not required to report, building secretaries need not report but will be paid for their normal work day if they were previously scheduled to work.

ARTICLE IV
HOLIDAYS

All clerical employees shall be eligible for holiday pay on the following holiday:

For permanent full-time 10-month employees:

| Labor Day | Thanksgiving |
| Memorial Day | Friday following Thanksgiving |
| Day before or after New Years | Day before or after Christmas |
| New Year’s Day | Christmas Day |
| One day during Spring Break |

Permanent full-time 12-month employees shall be entitled to all of the above days they are entitled to, and they are entitled to Independence Day.
ARTICLE V

VACATIONS

Permanent full-time and part-time (6 hours minimum) 12-month employees shall receive two (2) weeks vacation with pay per year for the first five years of service. Full-time 12-month employees shall receive three (3) weeks vacation with pay after five (5) years of service to the district and four (4) weeks vacation with pay after ten (10) years of service to the district. Though vacation will be accrued monthly, the payroll advice will reflect the amount of vacation the clerical employee is expected to accrue if they complete a full contract year of employment. If an employee leaves or is terminated prior to the end of the contract year and he/she has used more vacation leave than they have accrued/earned to date, the amount paid for the unearned vacation will be deducted from their final paycheck.

Vacations must be taken at the time designated by the Board, in accordance to the needs of the district, recognizing the employee’s wishes as much as possible. Pay for vacation periods will be based on forty (40) hours pay for each week of vacation. Vacation days are cumulative up to one and one-half times (1.5) the employee’s yearly allotment. Permanent full-time 10-month employees will not be eligible for vacation with pay.

ARTICLE VI

GRIEVANCES

Any disagreement or difference of opinion between the Board, the Union, or the employees covered by this agreement, concerning the interpretation or application of the terms or provisions of this agreement, will be considered a grievance.

Any employee, the Union, or the Board may present a grievance. Any grievance that is not presented within fifteen (15) days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

The procedure for handling grievances shall be as follows:
The grievant shall first take up the grievance by presenting it, in writing, to the principal or to his/her immediate supervisor. If the grievance is not satisfactorily adjusted within five (5) days from the meeting with the building principal or his/her immediate supervisor, the Union representative shall present the grievance, in writing, to the Assistant Superintendent of Human Resources. Said appeal shall be presented to the office of the Assistant Superintendent of Human Resources within fifteen (15) days of the date that the grievance was presented to the principal or immediate supervisor.

The Assistant Superintendent of Human Resources shall, within thirty (30) days from the date it is presented to him/her, make a determination as to the grievance. If that determination is not satisfactory to the aggrieved party it may be appealed in writing to the Superintendent within thirty (30) days of the assistant superintendent’s decision. The Superintendent shall hear the grievance and the decision of the Superintendent shall be rendered within thirty (30) days of said hearing. Neither the Superintendent nor the Union will attempt, by means other than the grievance procedure, to bring about a settlement of any issue which is properly the subject for disposition through the grievance procedure.

**ARTICLE VII**

**MILITARY LEAVE**

An employee in the Military Service will have reinstatement rights provided he/she qualifies for the provisions of the existing laws pertaining to the reinstatement of veterans. Veterans shall retain all vacation rights, except that they will be considered as having taken vacations while in the service.

**ARTICLE VIII**

**ACTS IN VIOLATION OF LAWS OR ORDERS**

Nothing in the Agreement shall be construed to require either party to act in violation of any State or Federal Law or any Presidential Order, and in the event such conditions should arise, this Agreement should be considered modified to the extent necessary to comply with the Law.
ARTICLE IX
JOB VACANCIES

In matters of job vacancies and promotions, the following will be considered (in no specific order): seniority, job performance history, qualifications for the type of work required, and a possible interview. In terms of layoffs, demotions, or re-employment, seniority will prevail. These matters are subject to the right of an employee to file a grievance on the basis that his/her qualifications have not been given proper consideration.

For the purposes of this Agreement, seniority shall be defined as continuous length of service with the District. Length of service does not count years as a paraprofessional for determination of seniority. Job vacancies due to termination, transfer, promotion, or creation of any full-time position shall be published when such openings occur. Employees may apply for such openings by submitting an online application within the posting period specified on the job posting notice. A copy of the posting and the results of the hiring process will be provided to the local union representative upon request.

ARTICLE X
BEREAVEMENT LEAVE

Absence from work will be allowed so that the employee may have five (5) consecutive workdays following the death of an immediate relative without loss of pay. This rule applies only to an immediate relative, interpreted to be as follows: an employee’s spouse, parent, child, brother, sister, grandchild, mother-in-law, father-in-law, or any other individual who is a permanent resident in the employee’s home.

The employee shall be granted three (3) consecutive workdays without loss of pay for the purpose of attending the funeral of the employee’s grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, nephew, niece, aunt, uncle, or grandparent-in-law.

Additional absences will be considered under the Accumulated Leave of this Agreement.
ARTICLE XI

ACCUMULATED LEAVE

Accumulated leave includes a combination of Personal and Sick Leave. Accumulated leave will be awarded at the rate of (1) day for each month of service, plus one day annually, accumulative to one hundred twenty (120) days. Though the leave will be accrued monthly, the payroll advice will reflect the amount of leave the clerical employee is “expected to accrue” if they complete a full contract year of employment. If an employee leaves or is terminated prior to the end of the contract year and he/she has used more accumulated leave (sick and personal combined) than they have accrued/earned to date, the amount paid for the unearned accumulated leave will be deducted from their final paycheck. Upon termination, an employee who has completed five years (5) of full-time experience will be paid for fifty percent (50%) of their accumulated leave days, up to sixty (60) days, based on their rate of pay at that time.

Accumulated Leave Buy-back Program: Clerical staff who have unused accumulated leave beyond the 120-day maximum at the end of a contract year will be eligible to annually sell back up to 12 unused accumulated leave days such that their leave balance will be no less than the 120-day maximum. Each day sold back will be compensated at a rate of ½ the employee’s current year’s rate of pay.

Personal Leave: An employee may apply to use accumulated leave for personal purposes such as special events or emergencies that cannot be scheduled on non-duty days or at a time other than school hours. Clerical staff with 1-10 years of service to the district may apply to use two (2) days of accumulated leave for personal leave per year. Clerical staff with 11-20 years of service may apply to use three (3) days of accumulated leave for personal leave per year. And, clerical staff with 21 or more years of service may apply to use four (4) days of accumulated leave for personal leave per year. Any days of allowed personal days that are not used in a contract year will roll into the employee’s accumulated leave bank for us as sick leave.
An online request in writing shall be submitted to the immediate supervisor, who shall in turn approve or disapprove the application. Should the principal approve the application, the principal shall submit the application to the Assistant Superintendent of Human Resources. The employee may submit the reason for the leave directly to the Assistant Superintendent of Human Resources in a confidential envelope, in which case the immediate supervisor will be notified of the request but not the reason. Personal leave, if granted, will be deducted from accumulated leave.
ARTICLE XIII
INSURANCE

The health insurance program will be provided by the district as follows: Individual or family coverage will be provided to those employees who qualify. This policy includes individual dental for all individuals eligible for health insurance under this contract. Long Term Disability Insurance as selected by the Board and identified in the teacher agreement, with premium paid by the employer. Term Life Insurance – amount shall be the same as the teacher contract. All insurance providers and programs will be selected by the Board.

ARTICLE XIV
WAGES

Clerical employees will be compensated at their 2019-20 pay rate plus $0.50 for 2020-21; and for the 2021-22 school year they will be paid at their 2020-21 rate plus $0.50. For 2020-21 and 2021-22, the new rate will begin on the first day of September.

For newly hired employees, base wages will be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receptionist and General Clerical</td>
<td>$16.35</td>
<td>$16.85</td>
</tr>
<tr>
<td>Secretary</td>
<td>$16.60</td>
<td>$17.10</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$17.00</td>
<td>$17.50</td>
</tr>
</tbody>
</table>

For purposes of determining a starting wage for newly hired Secretaries and Administrative Assistants, the base wage will be increased by $.20 per hour for each year of verified clerical experience (2080 hours).

If an employee presently has family coverage but chooses single insurance or no insurance, the employee’s salary will be increased by an additional $0.45 per hour if he/she chooses no insurance, or $0.30 per hour if he/she chooses single insurance coverage. If an employee later chooses to return to their original coverage and they are still eligible for that coverage, their salary
will be reduced by the additional amount their salary was increased due to the insurance coverage change this year.

Beginning with the 2012-13 school year, a two percent (2%) increase in salary will be provided for those people so qualified after five (5) years of service to the district in a full-time position. A three percent (3%) increase in salary will be provided for those people so qualified after ten (10) years of service to the district in a full-time position, after fifteen (15) years of service to the district in a full-time position, after twenty (20) years of service to the district in a full-time position, after twenty-five (25) years of service to the district in a full-time position, after thirty (30) years of service to the district in a full-time position, and after thirty-five (35) years of service to the district in a full-time position. The three percent (3%) shall be of their hourly rate and will be added to their salary. This increase is not retroactive for years prior to August 1, 2012, e.g., an employee in their eighth year of service to the district will not receive a longevity pay increase until completion of their tenth (10) year of service, at which time they would receive a three percent (3%) increase.

In the event an error is discovered in salary calculated and/or paid or a benefit deduction, the error shall be corrected only back to a date 12 months prior to the notification of the error.

**ARTICLE XV**

**SAFETY COMMITTEE REPRESENTATION**

The Union shall elect or appoint a member to serve on the District’s Safety Committee. The term of this representative shall be two (2) years and reappointment may occur. All Union members shall have the opportunity to express interest in serving on the Committee. The Union will develop the process of seeking interested participants and appointing or electing their representative to serve on this Committee.
ARTICLE XVI
CONTRACT TERMINATION

This agreement shall be in full force and effect from the 1st day of September, 2020, to and including the 31st day of August, 2022.

Witness Whereof the parties hereto have hereunder caused this instrument to be executed on the 27th day of July, 2020.

SERVICE EMPLOYEES INTERNATIONAL SCHOOL DISTRICT 27,
UNION LOCAL 226, SARPY COUNTY

BY__________________________________  BY__________________________________

CLERICAL CATEGORY DESCRIPTIONS

**Administrative Assistant**
May entail supervision of others in a department or school including the responsibility for planning and organizing the work schedule of others. Requires the ability to adapt specialized software, or a thorough knowledge of Federal and State regulations regarding finance, census, and certification. In addition to the tasks outlined for Secretary and General Clerical, requires a thorough knowledge of policies and procedures of all major areas within the district, or may require the technical skills to operate specialized software packages, prepares routine correspondence, maintains departmental records, requires minimum supervision in daily task, may exercise some supervision over Secretaries or General Clerical personnel.

**Secretary**
Requires considerable skill in operating computers, organizing and preparing reports, maintaining records and accounts; some responsibility for organizing and planning daily work; meets and relates to public and staff; serves as a receptionist; considerable latitude provided for independent judgment; operates with a minimum of supervision.

**Receptionist/General Clerical**
Routine communications, filing, typing, record posting, operation of computers with direction; data entry; little responsibility for planning and organizing daily activities; periodic supervision required.
Subject: K-12 Adoption of Social Studies Standards

Meeting Date: July 27, 2020

Prior Meeting Discussion Date: July 13, 2020

Department: Curriculum

Action Desired: Approval X Discussion ________ Information Only ________

Background:
Nebraska Rule 10 – 004.01B: School districts adopt academic content standards in the subject areas of reading and writing (language arts), mathematics, and science determined by each district to be measurable quality standards that are the same as, equal to, or more rigorous than the state academic content standards in Appendix A (English Language Arts Standards), Appendix B (Mathematics Standards), Appendix C (Science Standards), and Appendix D (Social Studies Standards) pursuant to 79-760.01 R.R.S., The deadline for school districts to adopt replacement academic content standards, will not extend past one year following the State Board's adoption of new content standards.

Recommendation: Motion to adopt the Nebraska State Social Studies academic content standards.

Responsible Person: Shureen Seery

Superintendent’s Approval ______________________
Signature

RETURN TO AGENDA
Subject: Diversity & Inclusion Action Steps

Meeting Date: July 27, 2020

Prior Meeting Discussion Date: HR Subcommittee June 25, 2020

Department: Human Resources

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

Background:
In Papillion La Vista Community Schools *We believe in an inclusive environment that honors diversity, equity, and access.* Dr. Rikli, the Board of Education, and district and teacher leaders intend to increase work in the areas of cultural competency, social justice, and diversity and inclusion. A brief overview of work that has been done and action steps being implemented will be shared.

Recommendation:

Responsible Person: Dr. Settles/Mr. Lodes

Superintendent’s Approval _____________________________
Signature

RETURN TO AGENDA
Subject: Auditing Services

Meeting Date: July 27, 2020

Prior Meeting Discussion Date:

Department: Business Services

Action Desired: Approval ______ Discussion ______ Information Only ______

Background:
The District’s current contract for Auditing Services is due for renewal. We have received a proposal from our current auditors, O’Donnell, Ficenec, Wills and Ferdig, LLP. The proposal is for an extension of three years to the current contract for the audit of funds, single audit act, annual financial report and worker’s compensation payroll audit.

The District has been extremely satisfied with the auditing services provided by O’Donnell, Ficenec, Wills and Ferdig, LLP and have an excellent working relationship with the firm.

Recommendation:
Discussion with formal action at the August 10th regular meeting of the Board.

Responsible Person: Doug Lewis

Superintendent’s Approval

Signature

RETURN TO AGENDA
July 21, 2020

Doug Lewis
Assistant Superintendent
Papillion-LaVista Public Schools
420 South Washington Street
Papillion, NE 68046

Dear Mr. Lewis:

We are pleased to submit the enclosed proposal to provide audit services to Papillion-LaVista schools for the three fiscal years beginning with the August 31, 2020 year-end.

Please contact our office if additional information is needed or if you wish to further discuss our proposal. If the proposal is acceptable to you, please sign and return the enclosed copy to our office.

Very truly yours,

O’DONNELL, FICENCE, WILLS & FERDIG, LLP

[Signature]

Geoffrey Schnathorst

[Enclosure]
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</table>

Signature: [Signature]

Printer Name: Geoffrey Schnathorst

Address: 4815 South 107th Avenue
          Omaha, NE 68127

Phone: (402) - 592-3800

ACKNOWLEDGE:

Doug Lewis, Assistant Superintendent

Date: [Date]