

**Papillion La Vista Community Schools #27**  
**Board of Education Meeting**  
**Following Parental Involvement and Wellness Policy Hearings**  
**June 24, 2024**

420 South Washington Street  
Papillion, NE 68046

Web Page: [www.plcschools.org](http://www.plcschools.org)  
Phone: 402-537-6200

**Mission**

*The mission of Papillion La Vista Community Schools, an organization dedicated to greatness, is to prepare all students to realize their unique aspirations through rigorous instructional and innovative educational pathways, delivered by highly qualified, passionate educators through bold partnerships with families and community.*

**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. Military Advisory: Colonel Patrick Kolesiak
- B. **Presentation: Middle School Attendance Strategies**  
**Athletics and Activities Yearly Report**
- C. Public Comment on **Items Not on the Agenda**  
*Public questions and comments regarding **items not on the agenda** may take place at this time in the agenda. Individuals who want to address the Board must complete a Guidelines for Public Comment Form with the date, topic addressing, name, address and organization representing (if appropriate) and give it to the Board clerk prior to the start of 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.*
- D. Superintendent's Report
- E. Board Reports
- F. Committee Reports
  - 1. Buildings, Grounds, & Finance
  - 2. Human Resources & Student Services
  - 3. Curriculum & Americanism

**Public Comment on ITEMS ON the agenda**

*Public questions and comments regarding **items on the agenda** may be allowed by the Board as each agenda item is discussed during the regular Board meeting. Individuals who want to address the Board must complete a Guidelines for Public Comment Form with the date, topic addressing, name, address and organization representing (if appropriate) and give it to the Board clerk prior to the start of 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.*

**III. Action Items (*Motion Needed*)**

- A. Action by Consent
  - 1. **Approval of Meeting Agenda**
  - 2. **Finance**
  - 3. **Out-of-State Travel**
  - 4. **Personnel**
  - 5. **Board Meeting Minutes of June 10, 2024**
- B. **Clerical Staff Contract 2024-2026 (Goal #3)**
- C. **Para Staff Contract 2024-2026 (Goal #3)**
- D. **Administrative Salary 2024/25 (Goal #3)**
- E. **Superintendent Contract 2024/25 (Goal #3)**
- F. **Policy 4000 - Personnel**

**IV. Discussion/Information Items**

- A. **Statement of Assurance: Americanism and Multicultural Education (Goal #1)**

**V. Future Board Calendar**

July 4, 2024	Holiday – Office Closed
July 8, 2024	Board of Education Meeting @ 6:00pm - Central Office

**VI. Adjournment**

- Strategic Goal #1 – Curriculum & Instruction
- Strategic Goal #2 – Mental Health
- Strategic Goal #3 – Human Resources
- General Operations



*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.*

## Board of Education Presentation Background Information

***Title of Presentation:*** Middle School Attendance Strategies

***Name & Title of Presenter(s):***

Dr. Jen Carson - LVMS Principal

Dr. Troy Juracek - LMS Principal

Tim Johnson - PMS Principal

***What is the activity you plan to describe?***

The middle schools have been focusing efforts on improving student attendance, specifically on students who are missing 10% or more of the school year. We will share historical data, strategies the building implemented this year, growth made, and involvement in the MOEC attendance cohort. Included will be plans the middle schools are working on for the upcoming school year.

**RETURN TO AGENDA**

**Subject:** Athletic Activities Yearly Review

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:**

**Department:** Student Services

**Action Desired:** Approval \_\_\_\_\_ Discussion \_\_\_\_\_ Information Only  X

**Background:**

The extracurricular program of activities and athletics provide rich experiences and learning opportunities for high school students. The Activity Directors of the two high schools have compiled a report of the 2023-24 activities and Omaha Metro Conference updates.

**Recommendation:** Information only.

**Responsible Person:** Mr. Jeremy Van Ackeren and Dr. Jeff Govier

**Superintendent's Approval** Andrew J. Rikli  
Signature

**RETURN TO AGENDA**

**PAPILLION-LA VISTA PUBLIC SCHOOL DISTRICT #27  
FINANCIAL STATEMENT  
05/31/24**

**BEGINNING G/L BALANCE AS OF 5/01/2024** \$ 31,773,327.46

**REVENUE:**

State Aid	2,867,223.00
Property Taxes Sarpy	8,854,619.79
Douglas Taxes	127.60
Special Ed	2,423,192.00
Grant Revenue	21,007.00
MIPS/MAPS	0.00
Interest Earned on Bank Accounts	121,751.10
School Lunch Program Receipts	520,342.12
Tuition Express (preschool tuition)	4,640.92
Misc. Items	183,416.96

**TOTAL REVENUE** \$ 14,996,320.49

**DISBURSEMENTS:**

Payroll	5,455,787.92
Payroll Taxes	1,902,596.08
Vendor Payments/Mileage Reimb. General Fund	4,275,837.97
Payflex Fees	974.40
Health Savings Acct.	37,375.76
Retirement ACH	1,457,723.23

**TOTAL DISBURSEMENTS** \$ 13,130,295.36

**ENDING BALANCE AS OF 05/31/24** \$ 33,639,352.59

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Treasurer

**RETURN TO AGENDA**

**PAPILLION-LA VISTA PUBLIC SCHOOL DISTRICT #27  
BOND FUND FINANCIAL STATEMENT  
05/31/24**

**BOND FUND #3**

**Balance 5/1/2024** \$ 6,440.91

**REVENUE:**

Sarpy County Property Tax	23.33	
Interest	27.49	
Deposit	0.00	
Internal Transfer		
<b>TOTAL REVENUE</b>		<b>\$ 50.82</b>

**DISBURSEMENTS:**

Principal/ Interest Payments	0.00	
Internal Transfer	0.00	
<b>TOTAL DISBURSEMENTS</b>		<b>\$0.00</b>

**ENDING BALANCE THRU 5/31/2024** \$ 6,491.73

**BOND FUND #4**

**Balance 5/1/2024** \$4,165,599.59

**REVENUE:**

Sarpy County Property Tax	356,498.47	
Interest	18,051.78	
Internal Transfer	0.00	
Deposit	0.00	
<b>TOTAL REVENUE</b>		<b>\$ 374,550.25</b>

**DISBURSEMENTS:**

Principal/ Interest Payments	248,208.75	
Internal Transfer to bond 6	320,000.00	
Fee	0.00	
<b>TOTAL DISBURSEMENTS</b>		<b>\$568,208.75</b>

**ENDING BALANCE THRU 5/31/2024** \$ 3,971,941.09

**BOND FUND #5**

**Balance 5/1/2024** \$3,576,974.97

**REVENUE:**

Sarpy County Property Tax	433,085.16	
Interest	16,094.96	
Internal Transfer	0.00	
Deposit	0.00	
<b>TOTAL REVENUE</b>		<b>\$ 449,180.12</b>

**DISBURSEMENTS:**

Principal/ Interest Payments	491,415.30
Internal Transfer	0.00

<b>TOTAL DISBURSEMENTS</b>	<b>\$491,415.30</b>
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<b>ENDING BALANCE THRU 5/31/2024</b>	<b>\$3,534,739.79</b>
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**BOND FUND #6**

<b>Balance 5/1/2024</b>	<b>\$5,241,304.17</b>
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**REVENUE:**

Sarpy County Property Tax	639,525.69
Interest	21,061.74
Internal Transfer from bond 4	320,000.00
Deposit	0.00

<b>TOTAL REVENUE</b>	<b>\$ 980,587.43</b>
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**DISBURSEMENTS:**

Principal/ Interest Payments	6,199,021.89
Internal Transfer	0.00

<b>TOTAL DISBURSEMENTS</b>	<b>\$6,199,021.89</b>
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<b>ENDING BALANCE THRU 5/31/2024</b>	<b>\$22,869.71</b>
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**BOND FUND #7**

<b>Balance 5/1/2024</b>	<b>\$4,084,188.49</b>
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**REVENUE:**

Sarpy County Property Tax	328,996.94
Interest	17,818.89
Internal Transfer	
Deposit	

<b>TOTAL REVENUE</b>	<b>\$ 346,815.83</b>
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**DISBURSEMENTS:**

Principal/ Interest Payments	789,921.87
Internal Transfer	0.00

<b>TOTAL DISBURSEMENTS</b>	<b>\$789,921.87</b>
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<b>ENDING BALANCE THRU 5/31/2024</b>	<b>\$3,641,082.45</b>
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**RETURN TO AGENDA**

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Treasurer

**PAPILLION-LA VISTA DISTRICT #27  
BUILDING FUND FINANCIAL STATEMENT**

**BUILDING FUND**

**Beginning Balance 5/01/24** 4,105,458.25

**Receipts:**

Tax Revenue - Sarpy County/LC	205,355.00
Interest	17,569.52
Internal Transfer	0.00
Misc. Deposits	0.00
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	222,924.52

**Disbursements:**

A/P Checks	94,438.70
Internal Transfer	0.00
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	94,438.70

**Ending Balance 5-31-24 Per G/L** 4,233,944.07

**CONSTRUCTION FUND**

**Beginning Balance 5/01/24** 21,670,564.34

**Receipts:**

Tax Revenue - Sarpy County/LC	0.00
Interest	78,560.70
Bond Refunding/Misc. Receipts	0.00
Internal Transfers	0.00
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	78,560.70

**Disbursements:**

A/P Checks	866,133.61
Internal Transfers	0.00
Investing Fees	0.00
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	866,133.61

**Ending Balance 5-31-24 Per G/L** 20,882,991.43

\_\_\_\_\_  
Treasurer

**RETURN TO AGENDA**

**PAPILLION LA VISTA COMMUNITY SCHOOLS #27**  
**PERSONNEL ACTIONS**  
**BOARD OF EDUCATION**  
**June 24, 2024**

**Resignations**

Conner Barnett	Social Studies	La Vista Middle School
Christina Sawicki	English	Papillion Middle School

**Contracts**

Justin Hayes	Special Education	Parkview Heights
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Justin received his Education Specialist degree from the University of Nebraska at Kearney in December 2017. Justin is currently a Special Education Coach with Elkhorn Public Schools.

Michelle Johnson	English	Papillion Middle School
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Michelle received her Master of Arts from the University of Phoenix in October 2000. Michelle previously taught English with Broward County Community Schools in Coral Springs, FL.

Lori Jumps	Math	La Vista Middle School
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Lori received a Master of Science in Biology from the University of Nebraska at Kearney in July 2005. Lori also received a Master of Science in Instructional Technology from the University of Nebraska at Kearney in December 1999. Lori is currently a Middle School Math Teacher with Lincoln Public Schools.

Sharena Parsons	Science	Papillion-La Vista High School
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Sharena received her Bachelor of Science from the University of Nebraska at Omaha in December 1995. Sharena is currently a High School Science Teacher with USD448 Inman Schools in Inman, KS.



**PAPILLION LA VISTA COMMUNITY SCHOOL DISTRICT #27**  
**Board of Education Proceedings**  
**June 10, 2024**

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 6:00p.m., Monday, June 10, 2024. 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 *Sarpy Times*, May 5, 2024. 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 Marcus Madler 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. Madler led the group in the Pledge of Allegiance.

Roll call was taken. Board members present were: Mr. Brian Lodes, Mr. Marcus Madler, Ms. Valerie Fisher, Ms. SuAnn Witt, Mr. Skip Bailey, and Ms. Lisa Wood.

Recognition

Dr. Rikli recognized Ms. Zaidah Lightener from PLSHS as the State Champion in the long jump. Ms. Lightener was not present for the recognition.

Dr. Deb Anderson, the districts Mental Health Liaison Director, was recognized for receiving the University of Nebraska Omaha Alumni Achievement Award.

Communication

Public testifiers who addressed the Board: Ms. Jenny Lechner and Mr. Darrel Lechner, Jr.

Superintendent's Report

Dr. Rikli provided a report of highlights and activities. Dr. Rikli thanked the community for attending the meeting and the community members that are watching the meeting on YouTube.

Summer School is in session with over 300 elementary students attending at La Vista West Elementary.

Dr. Rikli and Dr. Anderson were asked to present at the Kim Foundation Mental Health Conference on May 30. The end of year Administration Retreat was held on May 30. The Back-to-School Administration Retreat will be held in July.

Dr. Rikli thanked Mr. Brett Richards for his leadership in completing the 2018 bond projects. The 2023 bond projects are in progress including the installation of the security film on the schools.

The Foundation will host the annual Swing for the Kids golf tournament on June 11 at Tiberon Golf Course.

Dr. Rikli congratulated all the candidates that are proceeding to the November election for the three board positions.

### Board Comments

Ms. Fisher is impressed with the security film installation that is going on the schools. Ms. Fisher also visited the new Vietnam Memorial.

Mr. Bailey reminded the community of the Foundation's Gala event that will be held August 24, 2024.

Ms. Wood inquired about Summer School and if they could visit.

Mr. Madler's sons attended the Jr. Monarch Basketball camp.

### Committee Reports

- Building & Grounds & Finance: Mr. Lodes reported the committee had met. Agenda items discussed are on the meeting agenda.
- HR & Student Services Committee: Ms. Witt reported the committee had met. Agenda items discussed are on the meeting agenda.
- Curriculum and Instruction Committee: Ms. Fisher reported the committee had met. Agenda items discussed included the behavioral data presentation, graduation policy, and the book review update.

### Action Items

A motion was made by Mr. Bailey and seconded by Ms. Wood to approve the Action by Consent Items: The meeting agenda, bills, out of state travel, personnel items, the Board meeting minutes of May 13, 2024, and the ESU #3 Drivers Education Contract for 2024/25. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Madler, Fisher, Witt, Bailey, Wood, and Lodes. Nays: None. The motion carried.

A motion was made by Mr. Lodes and seconded by Ms. Fisher to approve the Superintendent or Assistant Superintendent of Business Services, on behalf of the School District to agree upon, sign, execute and deliver such agreement with Access Systems as proposed and any related documents called for in such agreement, to sign all documents and to take all other action necessary or appropriate to close the transaction according to such agreement. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Fisher, Witt, Bailey, Wood, Lodes, and Madler. Nays: None. The motion carried.

A motion was made by Mr. Lodes and seconded by Ms. Witt to (1) approve the proposal with First Student Inc. for their primary bid to provide district transportation services for the Papillion La Vista Community Schools from 2024 through 2028 and (2) delegates authority to and authorizes, approves and directs the Superintendent of Schools or Assistant Superintendent of Business Services to negotiate, sign, execute and deliver such contract, sign and approve any warranted changes to the contract, sign and approve any additional routes, pay the invoices associated with the contract, and take all other action necessary to complete any requirements or obligations under the contract based on the proposal provided by First Student Inc. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Witt, Bailey, Wood, Lodes, Madler, and Fisher. Nays: None. The motion carried.

A motion was made by Mr. Bailey and seconded by Mr. Lodes to (1) approve the facility improvement projects for fencing, security film, Ashbury Playground, and PLCS Media Academy room renovation as presented and (2) to delegate authority to and authorize the Superintendent of Schools or Assistant Superintendent of Business Services for the school district to sign, execute and deliver such construction contracts, sign and approve any change orders, pay the contract price and expenses related to the construction projects and take all other action necessary to complete any requirements or obligations under the construction projects and contracts. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Bailey, Wood, Lodes, Madler, Fisher, and Witt. Nays: None. The motion carried.

### Discussion/Information Items

Dr. Kati Settles, Assistant Superintendent of Human Relations, shared the Local 226 Clerical members voted to ratify the proposed two-year master contract on Thursday, May 30, 2024. Provisions of the contract include: 1. Two-year contract for 2024-25 and 2025-26 beginning on September 1, 2. Year one: Salary Increase of 4.2% with package increase of 3.45% for current employees, 3. Year two: \$0.70/hour increase year two with total package increase of 3.064% for current employees, 4. Updated provision to allow for sick day exchange program, 5. Grandfathers' sick day exchange for employees who have been in PLCS for more than 10 years (11) as of May of 2024 will continue to earn 4 days of personal days and more than 20 years up to 5 days, 6. Allows employees who have accumulated more than sixty (60) days of leave, as of September 1, to sell back up to 7 days to the district, at their previous year's daily pay rate, 7. Longevity increase of 3% after five years of service and 4% after 25, 30, and 35 years of service, 8. Beginning rates for newly hired clerical staff for 2024-25 and 2025-26: Receptionist and General Clerical \$17.82 (2024-25) and \$18.09 (2025-26), Secretary \$18.07 (2024-25) and \$18.34 (2025-26), Administrative Assistant \$18.47 (2024-25) and \$18.75 (2025-26). Ms. Witt thanked Dr. Settles and the team for their work on working to provide a good contract for staff.

Dr. Settles also provided an update on the negotiations for the Paraprofessionals. Local 226 Paraprofessionals voted to ratify the two-year master contract on Friday, May 31, 2024. Provisions of the contract include, 1. Salary Increase of 3.19% with package increase of 3.50% in year one, 2. Salary Increase of 3.21% with package increase of 2.67% in year two, 3. Paras returning from 2023-24 will receive an additional \$0.25/hr for 2024-25 and an additional \$0.15/hr to \$0.40/hr for 2025-26. Beginning rates for newly hired paraprofessionals for 2024-25 and 2025-26:

EL & Title Instructional Paraprofessionals \$16.12 (2024-25 Starting Rate) and \$16.32 (2025-26 Starting Rate), Instructional Non-Title Paraprofessionals \$15.62 (2024-25 Starting Rate) and \$15.82 (2025-26 Starting Rate), Health Paraprofessionals \$17.00 (2024-25 Starting Rate) and \$17.33 (2025-26 Starting Rate), Special Education & Preschool \$16.69 (2024-25 Starting Rate) and \$17.07 (2025-26 Starting Rate), Van Rider Paraprofessionals \$16.42 (2025-25 Starting Rate) and \$17.07 (2025-26 Starting Rate).

Dr. Settles shared the proposed Administrations Salary 2024/25. In January 2023, the Board approved the Teacher Negotiated agreement for the 2023-24 and 2024-25 school years. This resulted in a total package increase of 3.59%. The HR Subcommittee considered this as well as other pieces of data in proposing the following for 2024-25 Certified Administrators average package increase of 2.973%. 1. Increase base \$700 moving from \$71,900 to \$72,600, 2. Allow for vertical and horizontal movement, 3. Move Middle School Assistants from 1.20 index to 1.23 index, 4. Create an index between HS Principals (index 1.58) and Directors (index 1.40) proposing a new director index of 1.42, 5. For the 4th HS Principal, add 10 days & change index to 1.26, 6. Rather than ending the index chart at Step 17, add steps 18-25 for further transparency. The Assistant Superintendent's recommended package increase is 2.68%.

Dr. Settles shared the proposed Superintendent Contract for 2024/25. In January 2023, the Board approved the Teacher Negotiated agreement for the 2023-24 and 2024-25 school years. This resulted in a total package increase of 3.59%. The HR Subcommittee considered this as well as other pieces of data in proposing the following to Dr. Rikli's contract. The proposed Superintendent contract includes a salary increase of 2.29%. Dr. Rikli's salary for the 2024-2025 school year is proposed to be \$263,004.65 All other provisions of the contract remain the same. With increases in Retirement, FICA, Medicare, and insurance rates calculated this is a total package of increase of 2.309% for the 2024-2025 school year totaling \$329,179.77, not to include budgeted amounts for travel allowance/reimbursement and association/membership dues. The total budgeted amount for this contract is \$339,179.77. The contract, which was updated in December of 2023, covers through the 2026-2027 contract years. Ms. Fisher commented that she believes the district isn't staying competitive in the salary field. She thanked Dr. Rikli for his continued support and hard work.

Dr. Rikli shared his 2023-24 year-end performance goals with the Board. The Papillion La Vista Schools Board of Education, working in collaboration with the Superintendent, developed several goals for the 2023-24 school year. These goals serve as the foundation for Dr. Rikli's annual Superintendent evaluation by the Board of Education during the 2023-24 school year. Dr. Rikli gave the Board a mid-year update on his progress in September. The Board will be presented with a final summary of his progress for the 2023-24 school year. 1. Continue to Execute the District Strategic Plan, 2. Develop Communication & Engagement Plans for District Families, 3. Update District Safety and Security Protocols, 4. Expand District Staff Recruitment & Retention Strategies, 5. Implement Plan for 2023 Bond Facility Projects. 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.

Dr. Settles, Board members and the HR team have reviewed *Series 4000 – Personnel* board policies and the following policy changes are recommended. Policy #4003 - Reporting of Suspected Abuse/Neglect of Students: Move from 5606 - Students; updated language; legal counsel updated language recommendation, Policy #4008 - Notification of Arrest, Criminal Charges, or Child Abuse Complaints: Changed word 'working' to 'business', Policy #4010 - Drug and Substance Use and Abuse: Adopts legal counsel recommendation, Policy #4014 - Blood Borne Pathogen Compliance Plan: Updates language and grammatical changes, takes out reference to DHHS chart, Policy #4024 - Change activity pass to employee badge, Policy #4032 - Deletes form requirement, Policy #4043 - Duty Hours of Employees: Strikes 30 minutes, Policy #4051 - Personnel Records: Aligns with legal counsel recommendations, Policy #4108 - Substitute teachers: Clarifies that Substitutes are at will employees, Policy #4110 - Assignment of duties: Removes reference to specific hours, Policy #4201 - At will employment: Delete and add to #4203, Policy #4203 - Contracts for non-certified employees: Combines with #4201, Policy #4205 - Classified Personnel Transfers & Promotions: Removes language redundant in 4201.

Board Policy 6000 - Instruction are due for the annual review. Based upon the review of this policy, any revisions and discussion would be discussed at the June 24, 2024, board meeting. Any changes would be acted at the July 8, 2024, meeting of the Board.

Board President Madler reviewed the future board calendar.  
Board President Madler adjourned the meeting at 7:12pm.

SuAnn Witt, Secretary  
Papillion La Vista Community School District  
Board of Education

**Subject:** Proposed Clerical Agreement 2024-2026

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:** HR Board Subcommittee meetings: April 3, 2024 & June 3, 2024  
Board meeting: June 10, 2024

**Department:** Human Resources

**Action Desired:** Approval  Discussion \_\_\_\_\_ Information Only \_\_\_\_\_

**Background:**

Local 226 Clerical members voted to ratify the proposed two-year master contract on Thursday, May 30, 2024. Provisions of the contract include:

- Two-year contract for 2024-25 and 2025-26 beginning on September 1
- Year one: Salary Increase of 4.2% with package increase of 3.45% for current employees
- Year two: \$0.70/hour increase year two with total package increase of 3.064% for current employees
- Updated provision to allow for sick day exchange program
- Grandfathers’ sick day exchange for employees who have been in PLCS for more than 10 years (11) as of May of 2024 will continue to earn 4 days of personal days and more than 20 years up to 5 days
- Allows employees who have accumulated more than sixty (60) days of leave, as of September 1, to sell back up to 7 days to the district, at their previous year’s daily pay rate
- Longevity increase of 3% after five years of service and 4% after 25, 30, and 35 years of service
- Beginning rates for newly hired clerical staff for 2024-25 and 2025-26:

	<b>2024-25</b>	<b>2025-26</b>
<b>Receptionist and General Clerical</b>	\$17.82	\$18.09
<b>Secretary</b>	\$18.07	\$18.34
<b>Administrative Assistant</b>	\$18.47	\$18.74

**Recommendation:** Move to ratify the Negotiated Agreement with the Clerical Staff represented by SEIU Local 226 for 2024-25 and 2025-26 contract years thereby increasing current employees’ total package 4.2% in year one and \$0.70/hour in year two and approving all other language changes as presented.

**Responsible Person:** Dr. Kati Settles/Ms. SuAnn Witt

**Superintendent’s Approval** \_\_\_\_\_  
*Andrew J. Rikli*  
Signature

**NEGOTIATED AGREEMENT  
BETWEEN  
PAPILLION LA VISTA COMMUNITY SCHOOLS  
AND  
CLERICAL EMPLOYEES**

THIS AGREEMENT, made and entered into the day of June 24, 2024, 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 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 La Vista 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 canceled 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.

Each year, those employees who have accumulated more than sixty (60) days of accumulated leave, as of July 1, may opt to sell back to the district, at their previous year’s daily pay rate, up to seven (7) days of leave but in no case will this sale allow their accumulated leave to fall below sixty (60) days.

**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 may apply to use three (3) days of accumulated leave for personal leave per year. Those that have been in Papillion La Vista Community Schools for 20 years as of May, 2024 will retain the availability to request up to five (5) days of personal reasons and for more than 11-20 years as of May, 2024 will retain the availability to request four (4) days of personal reasons. As of May 1, 2025, qualified clerical staff members have the option to exchange two accumulated sick leave days in order to gain one additional day of personal leave. A clerical staff member may

apply for this exchange annually by submitting an electronic form to Human Resources between May 1 and June 1.

- To qualify, a staff member must have completed 10 or more years of service.
- Those with 10 or more years of service may apply for one exchange annually.
- Those with 20 or more years of service may apply for two exchanges annually.

The newly converted days may be used beginning with the following school year (e.g. days exchanged by June 1, 2025 may be used during the 2025-26 school 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 available leave if applicable .

**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 2024-25 pay rate plus 4.2% for 2024-25; and for the 2025-26 school year they will be paid at their 2025-26 rate plus \$0.70. For 2024-25 and 2025-26, the new rate will begin on the first day of September.

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

	<u>2024-25</u>	<u>2025-26</u>
Receptionist and General Clerical	\$17.82	\$18.09
Secretary	\$18.07	\$18.34
Administrative Assistant	\$18.47	\$18.74

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 2024-25 school year, a three percent (3%) 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, and after twenty (20) years of service to the district in a full-time position. A four percent (4%) increase will be provided for those people who qualify 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%) and four percent (4%) shall be of their hourly rate at the time of reaching the milestone and will be added to their salary. This increase is the % of the employee's wage at the time they reach the longevity milestone. This change will be enacted September 1, 2024 and applied accordingly to all current clerical staff who qualify for longevity.

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 1<sup>st</sup> day of September, 2024, to and including the 31<sup>st</sup> day of August, 2026.

Witness Whereof the parties hereto have hereunder caused this instrument to be executed on the 24th day of June, 2024.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 226,

SCHOOL DISTRICT 27,  
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:** Para Negotiations 2024-2026

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:** HR Board Subcommittee meetings: April 3, 2024 & June 3, 2024  
Board Meeting: June 10, 2024

**Department:** Human Resources

**Action Desired:** Approval  X  Discussion \_\_\_\_\_ Information Only \_\_\_\_\_

**Background:**

Local 226 Paraprofessionals voted to ratify the two-year master contract on Friday, May 31, 2024. Provisions of the contract include:

- Salary Increase of 3.19% with package increase of 3.50% in year one.
- Salary Increase of 3.21% with package increase of 2.67% in year two.
- Paras returning from 2023-24 will receive an additional \$0.25/hr for 2024-25 and an additional \$0.15/hr to \$0.40/hr for 2025-26.

**STARTING BASE WAGES**

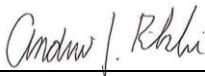
<b>Category of Paraprofessional</b>	<b>2024-25 Starting Rate</b>	<b>2025-26 Starting Rate</b>
EL & Title I Instructional Paraprofessionals	\$16.12	\$16.32
Non-Title Instructional Paraprofessionals	\$15.62	\$15.82
Health Paraprofessionals	\$17.00	\$17.33
Van Rider	\$16.42	\$16.57
Special Education, ISS, & Preschool Paraprofessionals	\$16.67	\$17.07

All Returning Paraprofessionals will receive a hours wage increase in accordance with the table below:

<b>Category of Paraprofessional</b>	<b>2024-25 Wage Increase</b>	<b>2025-26 Wage Increase</b>
EL & Title I Instructional Paraprofessionals	\$0.45	\$0.45
Non-Title Instructional Paraprofessionals	\$0.45	\$0.45
Health Paraprofessionals	\$0.58	\$0.58
Van Rider	\$0.40	\$0.40
Special Education, ISS, & Preschool Paraprofessionals	\$0.65	\$0.65

**Recommendation:** Move to ratify the Negotiated Agreement with the Paraprofessional Staff represented by SEIU Local 226 for 2024-25 and 2025-26 contract years thereby increasing the total package by 3.5% in year one and 2.67% in year two along with an additional \$0.25/hr for 2024-25 and an additional \$0.15/hr to \$0.40/hr for 2025-26.

**Responsible Person:** Dr. Kati Settles/Ms. SuAnn Witt

**Superintendent's Approval** \_\_\_\_\_  
  
 Signature



**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 up to three days when school is canceled due to inclement weather and staff is not required to report, paraprofessionals need not report but will be paid for their normal workday if they were previously scheduled to work. If there are more than three inclement weather days, 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, plus one day annually, 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. An online 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. At the employee's discretion, 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.

Qualified classified staff members have the option to exchange two accumulated sick leave days in order to gain one additional day of personal leave. A classified staff member may apply for this exchange annually by submitting an electronic form to Human Resources between May 1 and June 1.

- To qualify, a staff member must have completed 10 or more years of service.
- Those with 10 or more years of service may apply for one exchange annually.
- Those with 20 or more years of service may apply for two exchanges annually.

The newly converted days may be used beginning with the following school year (e.g. days exchanged by June 1, 2023 may be used during the 2023-24 school year).

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**

<b>Category of Paraprofessional</b>	<b>2024-25 Starting Rate</b>	<b>2025-26 Starting Rate</b>
EL & Title I Instructional Paraprofessionals	\$16.12	\$16.32
Non-Title Instructional Paraprofessionals	\$15.62	\$15.82
Health Paraprofessionals	\$17.00	\$17.33
Van Rider	\$16.42	\$16.57
Special Education, ISS, & Preschool Paraprofessionals	\$16.67	\$17.07
*Although rarely used, a Secondary Instructional Special Education Paraprofessional will be paid at a rate of \$0.20 above an Instructional Para		

All Returning Paraprofessionals will receive a hours wage increase in accordance with the table below:

<b>Category of Paraprofessional</b>	<b>2024-25 Wage Increase</b>	<b>2025-26 Wage Increase</b>
EL & Title I Instructional Paraprofessionals	\$0.45	\$0.45
Non-Title Instructional Paraprofessionals	\$0.45	\$0.45
Health Paraprofessionals	\$0.58	\$0.58
Van Rider	\$0.40	\$0.40
Special Education, ISS, & Preschool Paraprofessionals	\$0.65	\$0.65

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 three percent (3%) increase in salary will be provided to paraprofessionals after 5 years (5,340 hours), 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), 30 years (32,040 hours), and 35 years (37,040 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<sup>st</sup> day of August, 2024 to and including the 31<sup>st</sup> day of July, 2026.

Witness Whereof the parties hereto have hereunder caused this instrument to be executed on the 24th day of June, 2024.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 226, Nebraska AFL-CIO

SCHOOL DISTRICT 27,  
SARPY COUNTY

BY \_\_\_\_\_

BY \_\_\_\_\_

**Subject:** Administrative Salaries for 2024-25 School Year

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:** Board Meeting: June 10, 2024  
HR Board Subcommittee meetings: April 3, 2024 & June 3, 2024

**Department:** Human Resources

**Action Desired:** Approval   X   Discussion \_\_\_\_\_ Information Only \_\_\_\_\_

**Background:**

In January 2023, the Board approved the Teacher Negotiated agreement for the 2023-24 and 2024-25 school years. This resulted in a total package increase of 3.59%. The HR Subcommittee considered this as well as other pieces of data in proposing the following for 2024-25:

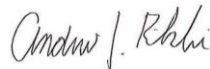
Certified Administrators average package increase of 2.973%:

- Increase base \$700 moving from \$71,900 to \$72,600
- Allow for vertical and horizontal movement
- Move Middle School Assistants from 1.20 index to 1.23 index
- Director index from 1.40 to 1.42
- For the 4th HS Principal, add 10 days & change index to 1.26
- Rather than ending the index chart at Step 17, add steps 18-25 for further transparency

Assistant Superintendents recommended package increase is 2.68%.

**Recommendation:** Motion to approve the administrative salary and benefits as presented for the 2023-2024 including a certified administrator base salary of \$72,600 and an average package increase of 2.973% for certified administrators and the 2.68% increase for the Assistant Superintendents.

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



**Superintendent's Approval** \_\_\_\_\_  
Signature

**Subject:** Superintendent Contract for 2024-25 School Year

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:** Board Meeting: June 10, 2024  
HR Board Subcommittee meetings: April 3, 2024 & June 3, 2024

**Department:** Human Resources

**Action Desired:** Approval   X   Discussion \_\_\_\_\_ Information Only \_\_\_\_\_

**Background:**

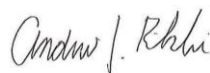
In January 2023, the Board approved the Teacher Negotiated agreement for the 2023-24 and 2024-25 school years. This resulted in a total package increase of 3.59%. The HR Subcommittee considered this as well as other pieces of data in proposing the following to Dr. Rikli’s contract:

The proposed Superintendent contract includes a salary increase of 2.29%. Dr. Rikli’s salary for the 2024-2025 school year is proposed to be \$263,004.65 All other provisions of the contract remain the same. With increases in Retirement, FICA, Medicare, and insurance rates calculated this is a total package of increase of 2.309% for the 2024-2025 school year totaling \$329,179.77, not to include budgeted amounts for travel allowance/reimbursement and association/membership dues. The total budgeted amount for this contract is \$339,179.77. The contract, which was updated in December of 2023, covers through the 2026-2027 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:** Motion to approve the three-year Superintendent’s contract with Dr. Andrew Rikli at a salary of \$263,004.65 for 2024-2025.

**Responsible Person:** Ms. SuAnn Witt 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 June 24, 2024, 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, 2024 and expiring on June 30, 2027. 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 2024-25 contract year shall be \$263,004.65 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 2024-25, 2025-26, and 2026-27 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 2024-25 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, 2024, this Contract shall automatically be extended for one additional year beyond the initial term unless the Board gives the Superintendent written notice by that date that it will consider not renewing the Contract. Such notice must be given pursuant to official board action. The Board may take official action to extend the term of this contract at any regular or special meeting at which such extension is an agenda item.

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

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

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

**SECTION 7. Legal Actions.** If any legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties under this Contract or his position as Superintendent of Schools for the District, the Board shall provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**SECTION 8. Cancellation or Mid-Term Amendment.** A majority of the Board members may cancel or amend this Contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this Contract; (c) the breach of any of the material provisions of this Contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immoral conduct or conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with the statutes of the State of Nebraska.

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

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

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

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

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



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

Approval of the 2024-25 Superintendent's Contract is on the Papillion La Vista School Board Agenda for the June 24, 2024, meeting beginning at 6:00 p.m. at Papillion La Vista Community Schools Central Office in Papillion, Nebraska.

**Years on Contract:**

Following the 2023-24 school year, three 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 2024-25 contract.

Salary: \$263,004.65

Cell phone stipend: \$1,080

Transportation Allowance: \$7,500

District's share of Retirement, FICA and Medicare: \$40,261.30

Insurances (Health, Dental, Life, Long Term Disability): \$17,333.82

Total salary and benefits package: \$329,179.77

\*Travel allowance/reimbursement: \$6,000

\*Association/Membership dues: \$4,000

**Total Proposed Budget: \$339,179.77**

\*The amounts for travel and dues are based on the 2023-24 budgeted amounts, the 2024-25 budget has not been set but no change in amount is anticipated. The actual expenditure for the 2023-24 year was less than the budgeted amount.

**Future Expenses if Superintendent were to Leave:**

- **Payment for unused sick time.** Dr. Rikli receives 9 sick days and 3 personal days annually. His current leave balance is 115.17 days. 90 of those are eligible to be paid out at half the rate of a sub teacher. 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 \$8,100.00.
- **Payment for unused vacation time.** Dr. Rikli receives 20 vacation days annually. His current vacation balance is 30 days. The maximum number of days that can be accrued is 30 days. The amount he would receive at the end of the year for 30 days of unused vacation time, if he were to leave the school district, would be \$30,346.69.



**Subject:** Policy 4000 Series – Personnel

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:** April 9, 2024, and June 10, 2024, Board Meeting  
June 3, 2024, Sub Committee Meeting

**Department:** Human Resources

**Action Desired:** Approval   X   Discussion \_\_\_\_\_ Information Only \_\_\_\_\_

**Background:**

Board members and the HR team has reviewed *Series 4000 – Personnel* board policies and the following policy changes are recommended:

- Policy #4003 - Reporting of Suspected Abuse/Neglect of Students: Move from 5606 - Students; updated language; legal counsel updated language recommendation
- Policy #4008 - Notification of Arrest, Criminal Charges, or Child Abuse Complaints: Changed word 'working' to 'business'
- Policy #4010 - Drug and Substance Use and Abuse: Adopts legal counsel recommendation
- Policy #4014 - Blood Borne Pathogen Compliance Plan: Updates language and grammatical changes, takes out reference to DHHS chart
- Policy #4024 - Change activity pass to employee badge
- Policy #4032 - Deletes form requirement
- Policy #4043 - Duty Hours of Employees: Strikes 30 minutes
- Policy #4051 - Personnel Records: Aligns with legal counsel recommendations
- Policy #4108 - Substitute teachers: Clarifies that Substitutes are at will employees
- Policy #4110 - Assignment of duties: Removes reference to specific hours
- Policy #4201 - At will employment: Delete and add to #4203
- Policy #4203 - Contracts for non-certified employees: Combines with #4201
- Policy #4205 - Classified Personnel Transfers & Promotions: Removes language redundant in 4201

**Recommendation:** Motion to approve the amendments to Policy 4000-Personnel, #4003, 4008, 4010, 4014, 4024, 4032, 4043, 4051, 4108, 4110, 4201, 4203, and 4205 as presented.

**Responsible Person:** Ms. SuAnn Witt/Dr. Kati Settles

**Superintendent’s Approval** \_\_\_\_\_



Signature

**RETURN TO AGENDA**

**Series Name:** ~~5000 – Students~~ 4000 - Personnel

**Topic:** ~~5600 – Student Health and Well-being~~ 4000 - All Employees

**Policy:** ~~5606~~ 4003 **Reporting of Suspected Abuse/Neglect of Students**

~~The District and its employees will follow applicable state laws in the reporting of suspected cases of abuse or neglect.~~

~~The Superintendent is responsible for formulating a procedure to be followed by district employees in suspected cases of child abuse or neglect.~~

**Procedure 5606**

~~All Papillion La Vista Community Schools staff members will adhere to the following procedures as directed by the School Board Policy #5606 and applicable laws of the State of Nebraska.~~

~~A. When an employee has reasonable cause to believe that a child has been subjected to abuse or neglect.~~

~~Abuse or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child to be:~~

- ~~1. Placed in a situation that endangers his or her life or physical or mental health;~~
- ~~2. Cruelly confined or cruelly punished;~~
- ~~3. Deprived of necessary food, clothing, shelter or care;~~
- ~~4. Left unattended in a motor vehicle if such a minor is six years or younger;~~
- ~~5. Sexually abused; or~~
- ~~6. Sexually exploited by allowing, encouraging or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films or depictions.~~

~~That employee will immediately call either 911 or the Nebraska Child Abuse/Neglect Hotline (1-800-652-1999). The decision of whether to contact the Hotline or local law enforcement is dependent upon the severity and emergency nature of the suspected abuse/neglect. This information may be firsthand or hearsay. The 911 Communication Center will contact the appropriate agency to complete the investigation.~~

~~B. A written report, using district forms provided for this purpose, must be then sent immediately to the investigating law enforcement agency with the original copy given to the building administrator. The building administrator shall store the original report in a secure location. A copy of the report shall be given to the school social worker for followup and monitoring purposes.~~

~~C. It is not the responsibility of the staff member or school district to investigate the incident. If the incident should result in court action, the employee should be prepared to testify as to his/her firsthand information regarding the suspected abuse or neglect. Anecdotal records can be very helpful in this situation. "First hand" information usually is what he/she observed or what the child said to him/her without any interpretation of what was said or seen. According to NE REV STAT 28-716 the reporting person shall be immune from any civil or criminal liability, except maliciously false statements.~~

~~D. When appropriate and needed, the school social worker may facilitate communication and services for students in the District.~~

~~E. All board policies and state laws concerning confidentiality and privacy will be rigidly followed by all staff members.~~

~~F. If an employee willfully neglects to report in the prescribed manner a suspected case of child abuse or neglect it may be considered just cause for immediate termination.~~

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall personally report to local law enforcement or to the Department of Health and Human Services.
2. When a staff member makes a report of suspected child abuse or neglect, they shall inform building administration.
3. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

Contents of the Report. The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Legal Immunity. Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy: 4008 Notification of Arrest, Criminal Charges or Child Abuse Complaints**

Employees must notify the Assistant Superintendent of Human Resources by the next [working-business](#) day of their arrest for felony or misdemeanor criminal charges, and the employee shall provide updates to the Assistant Superintendent of Human Resources of the filing and disposition of criminal charges pending against them if the charges are:

- A. Related to drugs or alcohol
- B. Related to child or domestic abuse, neglect or welfare or;
- C. The maximum penalty for the crime charged could equal or exceed six months incarceration or;
- D. Job responsibilities are impacted or;
- E. An employee's commercial driver's license is impacted or;
- F. A penalty of incarceration is imposed or;
- G. Arrest or criminal activity occurs while an employee is on duty, or at a school attendance facility, on school property, at a school-supervised activity or school-sponsored function, or in a school owned or utilized vehicle.

Legal documents relating to criminal charges, arrests, and child abuse complaints shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify the Assistant Superintendent of Human Resources as required under this policy may subject the employee to disciplinary action, up to and including termination.

**Procedure 4008**

Employees must notify the Assistant Superintendent of Human Resources the next business day after:

- A. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
  - 1. The maximum penalty for the crime equals or exceeds six months incarceration;
  - 2. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
  - 3. Conviction would impact performance of the employee's job responsibilities, including offenses that:
    - a. Would impact the responsibility to be a role model for student;
    - b. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students, including on extracurricular activities; or
    - c. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
  - 4. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school-supervised activity

or school-sponsored function.

5. Employees must also promptly report to the Human Resources Administrator when the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
- B. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
  - C. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act. Further, an employee must give full disclosure of a Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. A current employee must give such disclosure within ten calendar days. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to immediate termination in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Assistant Superintendent of Human Resources of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy: 4010 Drug Free Workplace and ~~Substance Use and Abuse~~**

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires the school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must **notify the Assistant Superintendent of Human Resources** of any citation for a drug or alcohol-related violation by the next business day. The failure to report may be grounds for dismissal.

~~The Papillion La Vista Community Schools will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1989 and its implementing regulations.~~

~~The manufacture, distribution, dispensing, possession, use, or evidencing the use of a controlled substance or alcohol by a district employee on district property, while sponsoring a student activity, or while otherwise on duty is prohibited. . The District shall establish a drug-free awareness program and shall notify employees that they are requested to abide by the drug-free workplace policy of the District, and that any violation of this policy will result in action against such employee up to and including termination.~~

~~The use of tobacco, tobacco product look-alikes, electronic cigarettes/vaporizing devices are prohibited in all school buildings, all school vehicles and all school activities.~~

~~The District will review biennially its entire program pertaining to the prevention of the use of illicit drugs and the abuse of alcohol by students and employees to determine the effectiveness of the program and to implement such changes to the program as deemed necessary.~~

**Procedure 4010**

- A. For purposes of this policy and procedures:
1. Alcohol is considered a drug.
  2. An employee shall be "on duty" for purposes of this policy (both drugs and alcohol provisions)
    - a. When the employee is performing or should be performing work for the District at the time.
    - b. When an employee is sponsoring students on an activity trip, the entirety of the activity trip, including time in the evening, is considered on duty for purposes of this policy, even though the time may not be compensable.

- c. When attending workshops, seminars, or other trainings, an employee is considered on duty during travel to or from the training, during the time of the training, or when otherwise performing work duties. If there are no students on the trip, the time in the evening when the employee is relieved of work duties is not duty time, unless the employee is driving a District vehicle. Driving a school vehicle while under the influence of alcohol or drugs is prohibited.
  - 3. Use or possession of medically prescribed drugs or medications, pursuant to and in accordance with a prescription by a licensed physician, is not a violation of this policy.
- B. All employees will receive a copy of or be provided online access to this policy and procedure. Each employee will sign to acknowledge: receipt of this policy, serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with this policy.

### **Prohibited Conduct and Penalties**

#### **A. Drug**

Employees of the Papillion La Vista Community Schools shall not:

1. Report to work evidencing the use of any illegal drug or use or possess any illegal drug, look-alike drugs or drug paraphernalia, or misuse of prescribed drugs while on district property, or while sponsoring a student activity, or while otherwise on duty.

A district employee shall be deemed in possession of drugs if he/she has illegal drugs, has an odor of illegal drugs on the employee's person, (e.g. breath or clothes) has prescription drugs that are not prescribed to him/her, look-alike drugs, or drug paraphernalia on or in his/her person, or under his or her control.

2. Engage in unauthorized manufacturing, distribution or dispensing of a controlled substance or alcohol on district property, while sponsoring a student activity, or while otherwise on duty.
3. Distribute illegal drugs to a student or any minor, or allow a student or any minor to use or possess illegal drugs without intervening at any time.

#### **B. Alcohol**

Employees of the Papillion La Vista Community Schools shall not:

1. Be in a condition evidencing the use of alcohol or beverages containing alcohol, or be in possession of alcohol or beverages containing alcohol while on district property sponsoring a student activity, or otherwise on duty. An employee shall be deemed in possession of alcohol if he/she has alcohol that is under his/her control, or has an odor of alcohol on the employee's person (e.g. breath or clothes).
2. Knowingly distribute alcohol or beverages containing alcohol to a student, or allow a student to consume or possess alcohol or beverages containing alcohol without intervening, or while on district property, while sponsoring a student activity or while otherwise on duty; or to provide alcohol to a minor at any time.
3. Be convicted of distributing alcohol or beverages containing alcohol to a minor or contributing to the delinquency of a minor.

#### **C. Tobacco, Tobacco Look-Alike Products, Electronic Cigarettes/Vaporizing Devices**

Employees of the Papillion La Vista Community Schools shall not:

1. Use or be in the possession of tobacco, tobacco look-alike products, electronic cigarettes/vaporizing devices while on district property, while sponsoring a student activity, or while otherwise on duty. An employee shall be deemed in possession of tobacco, tobacco look-alike products, electronic cigarettes/vaporizing devices if he/she has tobacco, tobacco look-alike products, electronic cigarette/vaporizing devices that are

under his/her control.

2. Knowingly distribute tobacco, tobacco look-alike products, electronic cigarettes/vaporizing devices to a student, or allowing a student to consume of tobacco, tobacco look-alike products electronic cigarettes/vaporizing devices without intervening, or while on district property, sponsoring a student activity or otherwise on duty; or to provide tobacco to a minor at any time.
3. Be convicted of distributing tobacco, tobacco look-alike products, electronic cigarettes/vaporizing devices to a minor or contributing to the delinquency of a minor.

D. Management Referral to the Employee Assistant Program

An employee who is disciplined for drug and/or alcohol abuse and is not terminated shall be referred to an appropriate drug/alcohol abuse program for assessment, counseling, treatment and rehabilitation. This shall be a management referral and, as such, the employee shall be required to execute the necessary releases so that the agency may inform the District whether or not such employee is in compliance with directed treatment.

Failure of the employee to execute the necessary release of information, upon request, and/or failure of the employee to comply with directed treatment shall be considered insubordination and new and separate grounds for immediate recommendation for termination. The employee will fully comply with and successfully complete the treatment directed by the District's Employee Assistance Program when the employee is disciplined for drug/alcohol infractions.

**Procedures for Implementation**

If the immediate supervisor determines there is a reasonable belief that the employee is in violation of this policy, that employee shall be interviewed by the immediate supervisor or by an administrator as soon as possible to determine whether the employee is in violation of this Policy or any provisions of this Policy. The employee may be permitted to have another person present on his/her behalf during the interview. The immediate supervisor or administrator will summon the Assistant Superintendent for Human Resources to be present at the interview and to assist in the determination.

If the Assistant Superintendent for Human Resources determines that the employee is in violation of any provision of this Policy, he/she shall immediately suspend the employee from his/her duties. A Human Resources Administrator shall undertake such additional investigation as may be necessary.

**Policy Revision History:** (Revised 02-11-91)(Revised 03-14-94)(Revised 07-08-13) (Revised 04-28-14)(Revised 05-08-23)



**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy: 4014 Blood-Borne Pathogen Compliance Plan**

**Control of Communicable Diseases**

The School District shall cooperate with county and state health departments in developing procedures for the control of communicable disease in School District programs and activities. Procedures shall conform to the regulations for communicable disease control set up by the state health department. The Superintendent or Assistant Superintendent of Human Resources shall establish an exposure control plan in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard.

- A. Contagious and Infectious Diseases. When an employee has a contagious or infectious disease ~~which is~~ in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence reporting procedures. ~~An e~~Employees should, in general, follow the same guidelines for absence from work as a student ~~is to follow under the guidelines of the Contagious and Infectious Disease Chart of and follow the regulations pertaining to school health and communicable disease control from the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control~~. Prior to returning to work, ~~an e~~employees shall, upon request, submit a physician's written statement that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
  
- B. Blood-borne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via blood borne pathogens, including Human Immunodeficiency Virus (HIV) including AIDS, and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, ~~to~~ make a confidential request for such accommodation.

**Procedure 4014**

**NO DISCRIMINATION OR HARASSMENT**

No employee shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease.

**PRIVACY.** Every employee has a duty to treat any knowledge or speculation concerning the bloodborne pathogen status of an employee as highly confidential. Violation of medical privacy may be cause for disciplinary action against the employee, including possible termination. No information regarding the person's bloodborne pathogen status will be divulged to any individual or organization other than District employees or agents who have a need to know the circumstance, appropriate officials of the school in which the employee works, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the bloodborne pathogen infection (or the parent or guardian of a minor).

**RECORDS**

All health records, notes, and other documents that reference an employee's bloodborne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30

years in accordance with OSHA standards.

**INFECTION CONTROL.**

All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of the ~~School~~-District established in accordance with OSHA's Occupational Exposure to Blood-borne Pathogens Standard. The use of universal precautions is mandated, and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.

**STAFF DEVELOPMENT.**

The Assistant Superintendent of Human Resources will make communicable disease and blood-borne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about ~~School~~ District policies.

**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy: 4024 Activity Admittance for Employees and Board of Education Passes**

All employees and Board of Education members of Papillion La Vista Community Schools may be given an activity pass which will admit utilize their employee ID badge to receive free admittance to school activities for the employee/board member on the badge, plus one additional guest to school activities. The activity pass This means of free admittance may be used only by the person whose name appears on the badge pass. Employee ID badges will not be accepted for free admittance to athletic/activities conference tournaments, NSAA district and/or state tournaments, or Hall of Fame events.

**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy:** 4032 Military Leave

The District recognizes the civic responsibility of military service and permits time off work for employees to fulfill military obligations. Military leave and family military leave will be granted in accordance with state and federal law.

Employees must notify the Superintendent or the Assistant Superintendent of Human Resources as soon as they receive notification of activation.

The employee who is requesting a military leave of absence is responsible for documenting their request to the District as soon as military orders are received. The employee must submit a copy of the military orders to the District.

Employees requesting to take family military leave must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify the Superintendent of the leave request as soon as practicable.

Leave for military family members will be provided under the Family and Medical Leave Act (FMLA) in accordance with that law and subject to Board Policy No. 4010 pertaining to FMLA Leave.

**Form 4032**

**APPLICATION FOR LEAVE UNDER THE FAMILY MILITARY LEAVE ACT**

**Employee:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Leave Requested:**

~~I request to take a family military leave.~~

~~Start Date:~~ \_\_\_\_\_ ~~End Date:~~ \_\_\_\_\_

**Employee, Spouse or Child Deployed:**

~~(Insert Full Name) \_\_\_\_\_ is:~~

~~\_\_\_\_\_ Self~~

~~\_\_\_\_\_ My Spouse,~~

~~\_\_\_\_\_ My Child (Check One)~~

~~has been called to active duty status with the State or United States pursuant to the orders of the \_\_\_\_\_ Governor or the \_\_\_\_\_ President of the United States.~~

~~The dates the deployment orders are in effect are:~~

~~Start Date:~~ \_\_\_\_\_ ~~End Date:~~ \_\_\_\_\_

**Certification:**

~~I certify that the above information is correct. I understand that the family military leave is unpaid. I understand that my benefits will be continued. I will be responsible for my share of health or other insurance premiums. I will, on request, submit certification from the proper military authority to verify eligibility for the family medical leave.~~

~~Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_~~

Signed by: \_\_\_\_\_  
\_\_\_\_\_ *Employee*

**ACTION ON FAMILY MILITARY LEAVE REQUEST**

Your leave request is:

\_\_\_\_\_ *Granted*

\_\_\_\_\_ *Pending* — Will be acted on after you submit certification from the  
\_\_\_\_\_ proper military authority to verify the deployment orders.

\_\_\_\_\_ *Denied for the reason(s) that:*

\_\_\_\_\_ *You failed to give the required advance notice.*

\_\_\_\_\_ *The requested leave schedule would unduly disrupt operations of  
\_\_\_\_\_ the school. Please contact me to consult about alternative scheduling.*

\_\_\_\_\_ *You are not eligible for family military leave.*

-

Comments: \_\_\_\_\_

-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ *Superintendent*

**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy: 4043 Duty Hours of Employees**

Administrative personnel shall be on duty when and at such times as the responsibilities of their position dictates. The Superintendent shall set the duty hours of administrative staff.

Non-administrative certificated staff shall make arrangements to be available to students and colleagues before and after school. Unless otherwise specified by the Superintendent or by negotiated agreement, members of the professional staff shall be on duty ~~30 minutes before the start of school and 30 minutes after the end of the day to plan and~~ to carry out their individual professional responsibilities as determined by the Superintendent and the Building Principals.

All other staff shall be on duty as determined by the Superintendent.

Deviations from the employee's assigned work schedule require expressed approval from the employee's supervising administrator.

No school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the school district.

The Superintendent can authorize extra pay for extra work performed by an employee, provided the compensation is not in violation of any district employee agreement.

**Series Name:** 4000 - Personnel

**Topic:** 4000 - All Employees

**Policy: 4051 Personnel Records**

~~Personnel files will be maintained at the direction of the Superintendent. Information kept in the personnel file may include items such as records of salary, hours worked, sick leave used, vacation time, positions held within the District, job performance, and other pertinent information regarding an individual's employment.~~

~~An employee may see all information in his/her personnel record except confidential credentials that are in certified staff files sent to the District from the employee's college(s) or from the school districts where he/she was previously employed.~~

The District shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees (or individuals to whom employees have given written authorization) may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

**Series Name:** 4000 - Personnel

**Topic:** 4100 - Certificated Employees

**Policy: 4108 Substitute Teachers**

Persons employed as substitute teachers are at-will employees and shall meet such qualifications as are established by law and the Nebraska Department of Education and may be employed for periods of time in the absence of the regular teacher.

All substitute teachers will be employed from a list kept current by the Superintendent or the Assistant Superintendent of Human Resources. All substitute teachers must have a valid state substitute or teaching certificate.

Substitute teachers shall be paid at the daily rate currently approved by the Board. The Superintendent and the Assistant Superintendent of Human Resources shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers.

**Procedure 4108**

Substitute teachers are appointed on a temporary basis and continue as needs require. They do not come under the provisions of the Nebraska teacher tenure law. In accordance with state law and Nebraska Department of Education regulations, substitute teachers shall hold a valid Nebraska Teaching Certificate prior to being assigned duties requiring such certification. Rates of compensation for substitute teachers will be set by the Board.

There are two classifications of substitute teachers:

- A. Daily substitute teachers are appointed to serve on a per diem basis for short, indefinite periods in meeting unforeseen and emergency situations. Service for 15 or fewer consecutive days in any one substitute position is classified as a daily substitute.
- B. A substitute teacher who is appointed to serve for more than 15 consecutive days in a given position for a definite, but limited, period is classified as a long-term substitute teacher.

Substitute teachers employed less than 90 consecutive days in a given position do not qualify for fringe benefits provided by the District including, but not limited to: paid sick leave, health, life, dental and long-term disability insurance.

Substitute teachers are entitled access to the staff professional library. Substitute teachers may participate in classes Papillion La Vista Community Schools offers for professional growth and graduate credit if there is room in these classes.

All substitute teachers are required to assume duties as the principal may direct, and are subject to the same rules and regulations which govern other teachers. All arrangements for substitute teachers must be made through the Human Resource Office. Teachers and principals should follow the procedures developed by the administration in arranging for substitute teachers.



**Series Name:** 4000 - Personnel

**Topic:** 4100 - Certificated Employees

**Policy: 4110 Assignment of Duties**

The Superintendent shall have the authority to assign and reassign teachers and other staff to extracurricular activities and other specific activities, including supervision of students in halls, study hall, playgrounds, work on faculty committees and staff activities, and other duties necessary for the operation of the school.

Teachers at the secondary level will be given six assignments during a seven period school day and seven assignments during an eight period school day. Any extracurricular activities will be in addition to the normal assignments.

School hours for certified staff will be set by the superintendent and individual building principals. ~~In general, the hours will be from 7:45 a.m. to 3:45 a.m.~~ Each teacher shall undertake his/her room and grade assignments in a professional and cooperative manner. Other duty assignments shall be accepted in a like fashion. The administrator of each building will be responsible for the division of assignments.

Teachers will consider it part of their professional duties to attend teachers' meetings, in-service training, workshops, parent-teacher meetings and other professional meetings. The Superintendent shall approve such meetings. Such meetings will be part of each teacher's contract agreement.

The basic consideration in the assignment of professional personnel shall be the needs of students and the instructional program.

It shall be the policy of the Board that personnel be assigned on the basis of his/her qualifications, the needs of the District, and his/her expressed desires. When it is not possible to meet these conditions, personnel shall be assigned first in accordance with the needs of the District and where the administration feels the employee is most qualified to serve.

No new assignments will be made which places one member of a family in direct supervisory and/or evaluating relationship with another member of his/her immediate family.

**Definitions:**

- A. "Immediate Family" includes spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild (half and step relationships). Additionally, any other person(s) living in the household of the claimant shall be considered as immediate family.
- B. "Direct Supervisory and/or Evaluating Relationship" - One person being primarily responsible for the assignment of duties, improvement of classroom management, or the determination of the effectiveness of job performance of another person.

Nothing in this section shall be construed to prevent an existing school staff member from being promoted to an administrative position, or becoming a member of the immediate family through marriage that would place him/her in a direct supervisory and/or evaluating relationship with another member of his/her "immediate family." However, a transfer of one of the family members will be made by the administration at the earliest possible date to eliminate the supervisory or evaluation relationship. Any staffing patterns and familial relations that existed prior to the adoption of this policy will not be affected by its implementation.

**Procedure 4110**  
**Responsibilities and Duties - Certified Staff**

**Personnel Handbook**

Each employee shall be provided access to a personnel handbook on the District website or in print. The employee shall acknowledge, in writing, that he/she has received access to the handbook and will comply with the contents of the District's personnel handbook. The employee may request a written copy of the handbook. In the event such an employee is unclear about the policies, rules, and/or procedures provided in the personnel handbook, it is the responsibility of the employee to seek an interpretation and clarification from his/her immediate supervisor and/or the Human Resource Office.

**Time Required**

Certificated employees shall perform assigned duties within the number of days as determined by the District and set forth in the applicable contract between the certificated employee and the District, including any extended or reduced days.

The District reserves the right to require certificated employees to report to work outside the regularly scheduled contract days until all official work assigned to the employee has been completed.

**Extra Duty**

Certificated employees may be assigned extra responsibilities as deemed necessary by the District to carry out the program of the Papillion La Vista Community Schools. Extra responsibilities may include, but are not limited to, extra duty activity responsibilities and/or attending activities in a supervisory role.

Certificated employees are encouraged to attend parent-teacher organization meetings and other school functions that affect their professional duties, building programs and the District.

**Dress**

Each certificated employee should consider it his/her responsibility to be dressed and groomed in a manner that reflects honor on the teaching profession and sets a good example for students. If, in the opinion of the employee's direct supervisor, an employee's dress and grooming do not present a positive image, it will be the responsibility of that administrator to encourage the employee to change his/her dress and grooming habits.

**Lesson Plans**

Each teacher is required to maintain current weekly lesson plans. The building administrator is responsible for monitoring this requirement. Plans should be sufficiently complete so that they provide effective instructional support that can easily be used by a substitute teacher.

**Job Responsibilities**

An employee's responsibilities and duties are contained in the job description provided to the employee. Each employee may be assigned additional responsibilities and duties as may be deemed necessary by the District.

**Evaluation Process**

Each employee is responsible for his/her successful participation in the District's personnel evaluation process.

**Series Name:** 4000 - Personnel

**Topic:** 4200 - Non-Certificated Employees

**Policy: 4201 At-Will Employment**

-

~~All non-certificated employees and non-certificated assignments shall be on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing before the Board, or any other procedural or substantive due process prior to termination of their employment.~~

~~Nothing in Board Policy, administrative regulations or practices, employee handbooks, nor in any evaluation instrument, in the appraisal process or program for non-certificated employees is intended or shall create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificate employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an "at will" employment relationship.~~

~~Non-certificated employees who possess certificates or professional licenses but are not employed by the District in a certificated position are subject to the above "at will" conditions. Examples include individuals who may be employed to serve only as an athletic coaching or activity sponsor with no corresponding continuing teaching or administrative assignment in the District. Substitute teaching is an "at will" position.~~

**Series Name:** 4000 - Personnel

**Topic:** 4200 - Non-certificated Employees

**Policy: 4203 Contracts for Non-certified Employees\*\***

All non-certificated employees and non-certificated assignments shall be on an “at will” basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing before the Board, or any other procedural or substantive due process prior to termination of their employment.

Nothing in Board Policy, administrative regulations or practices, employee handbooks, nor in any evaluation instrument, in the appraisal process or program for non-certificated employees is intended or shall create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the “at will” employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an “at will” employment relationship.

Non-certificated employees who possess certificates or professional licenses but are not employed by the District in a certificated position are subject to the above “at will” conditions. Examples include individuals who may be employed to serve only as an athletic coaching or activity sponsor with no corresponding continuing teaching or administrative assignment in the District. Substitute teaching is an “at will” position.

All non-certified employees shall be required to sign an “at will” employment contract with the school district as a condition precedent to employment or continued employment with the school district. The non-certificated “at will” administrator contract shall be in a form as proposed by the Superintendent and approved by the Board of Education.

**Form 4203**

**Classified Employment Agreement**

This Employment Agreement is entered into between Papillion La Vista Community Schools, hereinafter referred to as the “District,” and \_\_\_\_\_, hereinafter referred to as the Employee.

**Witnessed:** The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

**Section 1. Term of Contract**

The term of this contract shall commence effective on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. The contract and employment is on an “at will” basis and may be earlier terminated pursuant to Section 4. The contract may be extended for like periods by written agreement.

**Section 2. Compensation and Benefits**

- a. Salary Worksheet. Employees shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto and incorporated by this reference. Salary shall be payable in twelve equal installments on the 15<sup>th</sup> of each month.
- b. Leaves. Vacation days are earned on a proportionate basis throughout the year (Example: if the District provides 12 days of leave per year, one day is accrued or available for use each month.) A maximum accrual of 1.5 times the annual allocation of vacation leave. Once the maximum days are accrued, no additional days will be earned until the Employee uses his/her vacation leave. Accumulated leave, also referred to as personal leave and sick leave, are

proportionately earned throughout the year and are allowed to accrue to a maximum of 120 days of leave, or as is negotiated with the applicable employee group.

Upon departure from the District, unused vacation will be paid to the Employee at their current per diem rate; and accumulated leave will be paid at a rate of one-half the current rate of pay for a substitute teacher for administrators, or for non-administrators at their current hourly rate of pay for one-half of the number of hours accumulated.

- c. Deductions. The Employee authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.
- d. State Retirement. This employment is subject to provisions of the School Employees State Retirement Act.
- e. FLSA Exemption. The Employee is Exempt\_\_\_\_; Not Exempt\_\_\_\_ (check as applicable) under the FLSA guidelines. The Employee agrees that this overtime-exempt determination is accurate.

### **Section 3. Duties of Employee**

- a. Position. The Employee is employed in the position of \_\_\_\_\_.
- b. Duties. The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board of Education, and as are assigned by the Superintendent, the Assistant Superintendent of Human Resources or the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability.
- c. Board Policies. The employee shall comply with the policies of the Board of Education, the rules and regulations of the District and the directive of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulation of the District may be changed at any time, with or without notice to the Employee.
- d. Duty Hours. The days and hours of employment shall be as assigned by the Superintendent, Assistant Superintendent of Human Resource or the Employee's Supervisor. Regular, dependable attendance is an essential function of the Employee's position.
- e. Assignment. The Employee may be assigned to different positions and duties and in such even the Board shall retain the discretion to adjust the salary and benefits commensurate with such changed position or duties.

### **Section 4. Termination of Employment**

- a. Termination by District. This agreement creates no property right in continued employment. It may be terminated by the District, with or without cause or hearing, upon giving two (2) calendar weeks' notice or pay in lieu of notice, provided that in the event of just cause for termination, no notice or pay in lieu of notice shall be required.
- b. Termination by Employee. If the Employee submits a resignation or otherwise terminates the agreement prior to the conclusion of the contract term stated in Section 1, the resignation shall not become effective until approval by the Assistant Superintendent of Human Resources.
- c. Compensation upon Termination. Upon termination, the compensation to be paid shall be an amount which bears the same ratio to the annual salary specified as the fraction of worked days per stated contract period. Any portion of compensation, whether in the form of salary or benefits, paid or provided but not earned prior to termination shall be refunded to the District by

the Employee. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

**Section 5. Applicable Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**Section 6. Entirety of Agreement and Amendment**

This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District no herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent or Assistant Superintendent of Human Resources.

Executed this date \_\_\_\_\_ Executed this date \_\_\_\_\_

\_\_\_\_\_  
Employee Assistant Superintendent of HR or Superintendent

**Salary Worksheet**

**Employee Name:** \_\_\_\_\_ **Assignment:** \_\_\_\_\_  
**Duty Days per Year:** \_\_\_\_\_ **Annual Salary:** \_\_\_\_\_

FLSA-Exempt Status:

\_\_\_ Executive Exemption: Employee’s duties include the primary duty of management of a recognized department or subdivision and customarily and regularly directing the work of other employees (2.0 FTE or more). Employee’s recommendations as to hiring, firing, promotion or other change of status of other employees are to be given particular weight.

\_\_\_ Administrative Exemption: Employee’s duties include the primary duty of performing office or non-manual work directly related to the management policies or general business operations of the employer or the employer’s customers and Employee customarily and regularly exercises discretion and independent judgment; or Employee’s duties include the primary duty of performing administrative functions directly related to academic instruction or training.

**Salary and Benefit Summary**

Annual Salary/Stipend/Wage		Health and Dental Premium	
		Life Insurance	
Salary in Lieu of Health Insurance		Life Insurance	
<b>Total Salary</b>		Long-term Disability Insurance	
		Retirement (9.8778%)	
		FICA	
Annual Vacation Leave		<b>Total Benefits</b>	
Accumulated Leave (Sick and Personal)		<b>Total District Paid Salary and Benefits</b>	

**Series Name:** 4000 - Personnel

**Topic:** 4200 - Non-certificated Employees

**Policy: 4205 Classified Personnel Transfers and Promotions**

The assignment, transfer and termination of classified personnel shall be made by the supervisor on a basis of non-discrimination. Classified personnel seeking a promotion or transfer within the District shall make an application or submit a request/bid to the Assistant Superintendent of Human Resources. The request shall be considered under terms of the latest negotiated agreement.

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

~~Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.~~

~~The Assistant Superintendent of Human Resources is hereby assigned to be the Superintendent's designee with authority to recommend and process all retirements, resignations, suspensions, contract amendments and terminations of employment. The Assistant Superintendent of Human Resources shall have all duties and responsibilities related to classified employees as the Assistant Superintendent of Human Resources has related to certificated employees.~~

**Procedure 4205**

**Classified Transfers, Promotions, and Records**

A. Bidding for openings:

Filling of available positions is outlined in the employee group's negotiated agreements. When a classified position becomes vacant the opening will be posted in buildings or on the District website so that employees are aware of the vacant position. The posting will include the type of position, job classification, whether it is part-time or full-time, number of months associated with position (school year or 12-months) and if appropriate the shift hours. Any special qualifications or prerequisite skills will also be noted on the posting.

Absent any specialized training, qualifications, documented past performance, seniority within the employee group will be a determining factor for awarding positions. Where specific skills, training, or qualifications are required, management reserves the right to hire the most qualified individual to fill the vacant position.

All postings will include the posting period for receiving bids/applications from internal staff. Once the deadline for submitting bids has occurred, all applicants (employees and non-employees) may be considered without regard to seniority.

Food Service workers are a part of the Paraprofessional employee group. However, the initial employment qualifications for a food service worker and an instructional Para are not equivalent. Therefore, individuals working strictly as a food service worker do not earn seniority toward the bidding process to be considered when an instructional or special education para position comes open. Food Service workers must be screened specifically for instructional or special education para openings and must apply, not bid, when openings occur.

However, an individual working in a combination assignment of food service and instructional para has established themselves in the instructional para category and therefore is earning seniority and bidding rights should available positions come open.

B. Employees on Extended Leave:

Employees on extended leave due to disability, military assignment, or workers compensation are not eligible to post a bid for an available opening. While management has the right to assign or reassign staff members without the bid process, those currently on leave and not working their regular shifts are not eligible to bid for a vacant position.

Due to the importance of continuity in the workplace, positions open due to extended leaves by an individual will be filled with a floater or a substitute on a temporary basis. After three (3) consecutive months of absence, management has the right to declare the specific position open and available for bidding. The absent employee, if and when able to return to a full-time work schedule will be assigned available duties and job responsibilities similar to those they left. However, there is no guarantee that they will return to the same building, assignment, or shift from which they came when their leave began.



**Subject:** Statements of Assurance: Americanism and Multiculturalism Education

**Meeting Date:** June 24, 2024

**Prior Meeting Discussion Date:** BOE Americanism Public Hearing Jan 2024, Sub Committee Mtg- May 28, 2024

**Department:** Curriculum

**Action Desired:** Approval \_\_\_\_\_ Discussion \_\_\_\_\_ Information Only \_\_\_\_\_ X \_\_\_\_\_

**Background:**

The Board of Education Americanism Committee meets to discuss and validate that the District is in compliance with Statute 79-724. A signed Statement of Assurance by the members of the Americanism Committee will be presented to the Board of Education during the June 24 meeting of the Board.

Papillion La Vista Community Schools Board Policy #6202 and Nebraska Department of Education Rule 10 require an annual report to the Board regarding the status of multicultural education. Multiculturalism is embedded within curriculum, instruction, and assessment in our school district. Some of the ongoing efforts related to multicultural education and cultural competencies are profiled below.

- Curriculum Toolbox: Ensuring that components of a multicultural education are infused within District curriculum is one of the key tasks of the curriculum toolbox process. Specific activities occur during toolbox to ensure that multiculturalism is a prominent lens all toolbox groups look through while unpacking standards, developing new curriculum documents, and crafting common assessments. Collectively, this drives day-to-day classroom instruction throughout the Papillion La Vista Community Schools.
- Building Administrator Statement of Assurance: This occurs annually and reinforces that leaders at the building-level see evidence that our educational program is providing an academic and social environment that promotes an understanding and respect for cultural diversity.
- LEP Plan: The District submits an annual plan for working with students of Limited English Proficiency (LEP) to the Nebraska Department of Education and the Learning Community Coordinating Council. The plan outlines expenditures, processes, and programs that are in place to meet the unique needs of English Language Learners.
- New Staff Orientation: New staff members are exposed to a wide array of district policies, practices, and philosophies during new staff orientation activities.
- PBIS: Positive Behavior Intervention Supports is one of PLCS essential core practices and has been implemented district wide. PBIS is a proactive strategy to systematically teach positive social behaviors for the purpose of reducing student misbehavior and misconduct. Aspects of PBIS directly support the premise behind components "F" and "G" of policy 6202.

**Legal/Policy Reference:** Nebraska Statute 79-719; NDE Rule 10; PLCS Policy #6202

**Recommendation:** NA

**Responsible Person:** Valerie Fisher and Shureen Seery

**Superintendent's Approval** \_\_\_\_\_  
*Andrew J. Rikli*  
Signature