

Agenda for the Board of Education Meeting
Following the Parental Involvement Hearing
July 27, 2026 at 6:00pm

***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, committed educators through meaningful partnerships with families and community.*

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

Nebraska 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.

- I. Call to Order
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Excused Absences (Motion Needed)
- II. Communications (Reports and Celebrations)
 - A. Military Advisory Report: Colonel Mark Russell
 - B. Reports
 - 1. Superintendent’s Report
 - 2. Board Member Reports
 - C. Committee Reports
 - 1. Buildings, Grounds, & Finance
 - 2. Human Resources & Student Services
 - 3. Curriculum & Americanism

Public Comment for Items on the Agenda*
Requests to speak to items on the agenda will be heard when the agenda item is presented for discussion

- III. Action Items (Motion Needed)
 - A. Action by Consent
 - 1. Approval of Meeting Agenda
 - 2. Finance
 - 3. Student Fees Hearing and Board Meeting Minutes of July 13, 2026
 - B. Print Shop Sale (General Operations)
 - C. Legislative Policy Updates, Summer 2026 (General Operations)
 - D. 2026-27 Student Fees (General Operations)

- IV. Discussion/Information Items
 - A. Statements of Assurance: Americanism and Multiculturalism Education (Goal #1)
 - B. Review Policy 6000 – Instruction (General Operations)
 - C. Review Policy 7000 – Construction (General Operations)
 - D. Clerical Negotiated Agreement 2026-28 (Goal # 3)
 - E. Paraprofessional Negotiated Agreement 2026-28 (Goal # 3)

V. Public Comment for Items Not on the Agenda*
During this time the Board will listen only to all comments and will not answer questions or engage the speaker as required by the Nebraska Open Meetings Law.

- VI. Future Board Calendar
 - August 10, 2026All Staff Kickoff @ The Astro Theater
 - August 10, 2026Board of Education Meeting @ 6:00 p.m. – Central Office
 - August 12, 2026First Day of School ½ day K-7th, 9th
 - August 15, 2026PLCS Foundation Back to School Soiree

VII. Adjournment

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

***Public Comment Categories: Items on the Agenda and Items Not on the Agenda:** Comments may take place as provided on this agenda. Individuals wishing to address the Board must complete the appropriate *Guidelines for Public Comment Form* with the date, topic, name, address and organization representation (if appropriate) and give it to the Board Clerk prior to the initial Call to Order. 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 per category 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. Information may also be shared with the Board through email. Contact information is located on the district webpage: <https://www.plcschools.org>

PAPILLION-LA VISTA PUBLIC SCHOOL DISTRICT #27
FINANCIAL STATEMENT
06/30/26

BEGINNING G/L BALANCE AS OF 6/1/2026	\$44,183,690.00
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REVENUE:

State Aid	\$2,163,288.00
Property Taxes Sarpy	\$2,099,627.75
Douglas Taxes	\$294.25
Special Ed	\$1,989,148.00
Grant Revenue	\$763,547.00
MIPS/MAPS	\$40,743.26
Interest Earned on Bank Accounts	\$118,723.99
School Lunch Program Receipts	\$262,381.76
Tuition Express (preschool tuition)	\$500.00
Misc. Items	\$690,428.82

TOTAL REVENUE	\$8,128,682.83
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DISBURSEMENTS:

Payroll	\$6,199,361.29
Payroll Taxes	\$2,093,502.20
Vendor Payments/Mileage Reimb. General Fund	\$4,279,639.88
Payflex Fees	\$875.80
Health Savings Acct.	\$41,493.30
Retirement ACH	\$1,298,908.35

TOTAL DISBURSEMENTS	\$13,913,780.82
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ENDING BALANCE AS OF 06/30/26	\$38,398,592.01
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Treasurer

RETURN TO AGENDA

PAPILLION-LA VISTA PUBLIC SCHOOL DISTRICT #27
BOND FUND FINANCIAL STATEMENT
6/30/2026

BOND FUND #3

Balance 6/1/2026 \$ 9,015.10

REVENUE:

Sarpy County Property Tax	0.00	
Interest	25.02	
Deposit	0.00	
Internal Transfer		
TOTAL REVENUE		\$ 25.02

DISBURSEMENTS:

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

ENDING BALANCE THRU 6/30/2026 \$ 9,040.12

BOND FUND #4

Balance 6/1/2026 \$4,532,583.82

REVENUE:

Sarpy County Property Tax	66,735.53	
Interest	12,676.18	
Internal Transfer	0.00	
Deposit	0.00	
TOTAL REVENUE		\$ 79,411.71

DISBURSEMENTS:

Principal/ Interest Payments	0.00	
Internal Transfer	0.00	
Fee	0.00	
TOTAL DISBURSEMENTS		\$0.00

ENDING BALANCE THRU 6/30/2026 \$ 4,611,995.53

BOND FUND #5

Balance 6/1/2026 \$4,596,801.81

REVENUE:

Sarpy County Property Tax	70,917.12	
Interest	12,860.58	
Internal Transfer	0.00	
Deposit	0.00	
TOTAL REVENUE		\$ 83,777.70

DISBURSEMENTS:

Principal/ Interest Payments	0.00
Internal Transfer	0.00

TOTAL DISBURSEMENTS	\$0.00
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ENDING BALANCE THRU	6/30/2026	\$4,680,579.51
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BOND FUND #6

Balance 6/1/2026	\$4,695,642.39
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REVENUE:

Sarpy County Property Tax	109,591.04	
Interest	13,192.30	
Internal Transfer from bond 7	0.00	
Deposit	0.00	
TOTAL REVENUE		\$ 122,783.34

DISBURSEMENTS:

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

ENDING BALANCE THRU	6/30/2026	\$4,818,425.73
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BOND FUND #7

Balance 6/1/2026	\$463,756.97
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REVENUE:

Sarpy County Property Tax	64,573.94	
Interest	1,382.77	
Internal Transfer	0.00	
Deposit	0.00	
TOTAL REVENUE		\$ 65,956.71

DISBURSEMENTS:

Principal/ Interest Payments	0.00	
Internal Transfer to Bond 6	0.00	
TOTAL DISBURSEMENTS		\$0.00

ENDING BALANCE THRU	6/30/2026	\$529,713.68
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RETURN TO AGENDA

Treasurer

**PAPILLION-LA VISTA DISTRICT #27
BUILDING FUND FINANCIAL STATEMENT
06/01/2026**

BUILDING FUND

Beginning Balance 06/01/2026 1,905,119.82

Receipts:

Tax Revenue - Sarpy County/LC	24,025.69
Interest	4,185.87
Internal Transfer from NLAF	0.00
Misc. Deposits - NDE Deposit	0.00
Check voided in Dec from Nov	0.00

	28,211.56

Disbursements:

A/P Checks	192,565.50
Internal Transfer to Five Points	0.00

	192,565.50

Ending Balance 6-30-2026 Per G/L 1,740,765.88

CONSTRUCTION FUND

Beginning Balance 06/01/2026 27,656,015.84

Receipts:

Tax Revenue - Sarpy County/LC	0.00
Interest	41,349.13
Internal Transfer From Gen Fund	6,000,000.00

	6,041,349.13

Disbursements:

A/P Checks	2,086,383.11
Internal Transfers To Gen Fund	
Transfer to Five Points	0.00

	2,086,383.11

Ending Balance 6-30-2026 Per G/L 31,610,981.86

Treasurer

RETURN TO AGENDA

Papillion La Vista Community Schools #27
Student Fees Hearing Proceedings
July 13, 2026

The Board of Education of the School District of Papillion La Vista, in the County of Sarpy, in the State of Nebraska, conducted a Student Fees Hearing in open and public session at 6:00 p.m. Monday, July 13, 2026. The hearing was held at the Papillion La Vista Community Schools, 420 S. Washington Street, Papillion, NE.

Notice of the hearing was provided in advance by publication in the *Sarpy County Times*, July 8, 2026. Notice of the hearing was simultaneously given to all members of the Board of Education. Their acknowledgment of receipt of the agenda is maintained at the Papillion La Vista Community Schools Administration Office. The proceedings hereafter shown were taken while the convened hearing was open to the attendance of the public.

Board Vice President, Lisa Wood called the hearing to order and led the Pledge of Allegiance. Ms. Wood publicly stated that a copy of the Nebraska Open Meetings Law is posted. Roll call was taken. Board members present at the Student Fees Hearing: Mr. Marcus Madler, Ms. Lisa Wood, Mr. Skip Bailey, Ms. SuAnn Witt and Ms. Elizabeth Butler.

A motion was made by Ms. Witt and seconded by Mr. Bailey to approve the absence of Mr. Brian Lodes from the July 13, 2026, board meeting. Roll call vote was taken. Ayes: Wood, Bailey, Witt, Butler and Madler. Nays: None. Motion carried.

Mr. Brett Richards provided the presentation and reported that the purpose of the hearing was to review the amount of money collected from students pursuant to the use of waivers as provided in *Policy #3307-Student Fees* for the 2025-2026 school year and to hear support, opposition, criticism, suggestions, or observations of taxpayers relating to any recommended changes and a summary of fees to be collected relative to the 2026-2027 school year.

Student fees are revenue neutral. They are used to offset the cost of expenses for the activity and are deposited into the appropriate activity account. No policy changes are recommended for the 2026-2027 school year. However, procedural changes recommended are:

- Procedural changes for 2026-27 school year:

Preschool

- Breakfast will increase by \$.05 cents to \$1.45.
- Lunch will increase by \$.05 cents to \$2.10.

Elementary

- Breakfast will increase by \$.05 cents to \$1.70.
- Lunch prices will increase by \$.05 cents to \$2.55.

Middle School

- Lunch prices will increase by \$.05 cents to \$2.80.

Senior High

- Breakfast will increase by \$.05 cents to \$2.10.
- Lunch prices will increase by \$.05 cents to \$2.90 for Tier 1 and \$3.60 for Tier II.

Milk

Prices will remain the same \$.75 cents.

Elementary Schools/Preschools

Personal or Consumable Items and Materials

- Elementary students may be required to supply the following personal or consumable items with specific variations in style, color, and quantity:

- Backpack
- Binder dividers
- Binders
- Colored pencils
- Crayons
- Dry erase markers
- Earbuds/Headphones
- Erasers
- Folders
- Glue
- Highlighters
- Loose leaf paper
- Markers
- Notebooks
- Pencil box/pouch
- Pencils
- Pens
- Post-it Notes
- Scissors
- Tennis shoes for Physical Education
- Water bottle
- Paint Shirt
- Honor Choir Shirt

If a building chooses not to purchase the following items from their building fund, elementary schools may request donations of communal supplies such as disinfecting wipes, hand sanitizer, paper towels, storage bags, tissues, but may not require students to provide them.

Senior High:

- The Senior High art fee will decrease from \$20 to \$15 to align with the amount actually charged.

There being no further comments or questions from the Board or audience. The Student Fees Hearing was adjourned at 6:05 p.m. by Board Vice President Wood.

Skip Bailey, Secretary
Board of Education

PAPILLION LA VISTA COMMUNITY SCHOOL DISTRICT #27
Board of Education Proceedings
July 13, 2026

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 6:05p.m., Monday, July 13, 2026, following the Student Fees Hearing. 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*, July 8, 2026. 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 Vice President Ms. Lisa Wood called the meeting to order and stated that the Pledge of Allegiance, Roll Call, and Open Meetings Law notification were taken care of at the Student Fees Hearing conducted prior to this meeting.

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. Dr. Rikli reported that summer school at both the elementary and secondary levels has concluded and thanked Dr. Seery and her team for their work coordinating the program. Dr. Rikli reported significant progress on building projects over the summer, including both bond and non-bond projects. Non-bond projects include upgrades to the track at Foundation Field, and water main work at Anderson Grove Elementary to provide a hookup for a neighboring developer. Bond projects underway include work at Papilion Middle School, La Vista Middle School, Walnut Creek Elementary, and Patriot Elementary, along with finishing touches at Lincoln View Elementary. Dr. Rikli invited Board members to attend the Lincoln View Elementary ribbon cutting on July 23 at 9:00 a.m. Dr. Rikli thanked Dr. Settles for coordinating several hiring tours held this summer. Dr. Rikli announced the District's Welcome Back Kickoff event will be held August 10 at the La Vista Astro for approximately 1,800 staff members, featuring the announcement of the Employee of the Year awards. Dr. Rikli reminded the Board that the first day of school is Wednesday, August 12 – a half day, staggered by grade level – with all students attending a full day beginning Thursday, August 13.

Board Comments

No Board member reports were given this evening.

Committee Reports

- Building & Grounds & Finance: Mr. Madler reported the committee had met. Agenda items discussed were the print shop sale, ongoing bond project work, a potential middle school land purchase and discussion of the 2026-27 budget.
- HR & Student Services Committee: Ms. Wood reported the committee had not met.
- Curriculum and Instruction Committee: Mr. Bailey reported the committee had not met.

Action Items

A motion was made by Mr. Bailey and seconded by Mr. Madler to approve the Action by Consent Items: The meeting agenda, bills, out of state travel, personnel items, the Board meeting and Wellness Hearing minutes of June 22, 2026. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Wood, Bailey, Witt, Butler and Madler. Nays: None. The motion carried.

A motion was made by Mr. Madler and seconded by Ms. Butler to (1) approve the Memorandum of Understanding with the City of Papillion for Emergency Access to School Camera Systems and Use of LeoSight, and (2) approve the revisions to Board Policy 5706 as presented, and to delegate authority to the Superintendent of Schools or designee to sign, execute, and deliver the Memorandum of Understanding, and take all other action necessary to complete any requirements or obligations under the agreement. Mr. Madler asked whether the District would be able to track when the feed is accessed by Papillion Police Department personnel; Dr. Villarreal confirmed that access can be tracked within the LEO site platform, with the specific reporting details still being finalized. There were no comments from the audience. Roll call vote was taken. Ayes: Bailey, Witt, Butler, Madler and Wood. Nays: None. The motion carried.

A motion was made by Mr. Madler and seconded by Mr. Bailey to approve the changes to the Policy 5000 series, including policies 5301 and 5610, as presented. Roll call vote was taken. Ayes: Witt, Butler, Madler, Wood, Bailey. Nays: None. The motion carried.

Discussion/Information Items

Mr. Richards presented the Administration's recommendation to sell the District's former light-industrial print shop building, located immediately north of the Administration Office at 108 West Grant Street. The property is appraised at \$440,000. The Papillion La Vista Community Schools Foundation would like to purchase the property with privately raised funds to construct its new Foundation building; proceeds from the sale would be placed in the District's special building fund. Under a related, non-binding Memorandum of Understanding, the Board would have a future option to purchase the Foundation's current building at 242 West Grant Street, appraised at \$850,000, for \$718,500, reflecting the appraisal less costs the District would incur relocating the print shop. That option would remain available through December 28, 2028, unless either Board votes to change that date. The print shop and its staff would relocate to Liberty Middle School. Dr. Rikli noted that the relocation timeline anticipates approximately two years to complete demolition and construction. The Board discussed the arrangement, expressing appreciation for the extended negotiations with the Foundation and the effort to avoid additional cost to taxpayers, and confirmed that the Foundation is a separate entity with its own governing board. Dr. Rikli reported that the District's legal counsel, KSB Law Firm, has reviewed the transaction, and that the Foundation's legal counsel has likewise reviewed the legality and pro forma aspects of the transfer; both report no concerns to date. The Administration will bring the item back for Board action once the legal review, including confirmation that there are no conflicts of interest, is complete.

Mr. Richards and Dr. Settles reported on legal updates identified through webinars with NCSA, KSB, and Perry Law Firm. Several updates have already been incorporated into the Policy 5000 series changes considered earlier in the meeting, and additional updates will be presented with the Policy 6000 series and later series. Policy 4041 requires no change to current practice; the Administration recommends adopting KSB's suggested language to reflect LB429, which addresses collective bargaining associations. Policy 3406, Fiscal Management for Purchasing and Procurement Using Federal Funds, will be updated to reflect increased federal thresholds: the micro-purchase threshold increases from \$10,000 to \$15,000, and the small purchase threshold range increases from \$10,000-\$250,000 to \$15,000-\$350,000, with separate procedures required for purchases exceeding \$350,000. Policy 7003, addressing use of federal funds for construction, was inadvertently presented using state-policy language; Mr. Richards will bring the corrected federal-policy language back to the Board for consideration when the Policy 7000 series is reviewed, noting there is no urgency since the District does not currently use federal funds for construction.

Communication

No Public testifiers testified.

Board Vice President Wood reviewed the future board calendar.
Board Vice President Wood adjourned the meeting at 6:26pm.

Skip Bailey, Secretary
Papillion La Vista Community School District
Board of Education

Subject: Property Sale Agreement –District Print Shop to the Foundation

Meeting Date: July 27, 2026

Prior Meeting Discussion Date: July 13, 2026

Department: Business Services

Action Desired: Approval X Discussion Information Only

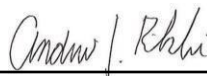
Background:

The Papillion La Vista Community Schools has negotiated a selling price and purchase agreement with the school district's Foundation for the sale of the light industrial print shop building located at 108 West Grant Street, Papillon, NE 68046. The agreement is for an appraised price of \$440,000 and is attached. The sale of this property will allow the school district's Foundation to build their new building on a Foundation acquired piece of property nearby. There is a Memorandum of Understanding that is also attached that the school district would have first rights to purchase the Foundation's existing building at 242 W. Grant Street, Papillon, NE 68046. This would be at an agreed upon appraised price (\$850,000), minus the construction (\$131,500) costs for the move of the current Print Shop to the HAL building. This would put a future available price for the current Foundation Building at \$718,500 for PLCS. Proceeds from the sale of the Print Shop would be deposited into the district's Special Building Fund to help fund the possible purchase of the current Foundation building in the future.

Recommendation: Motion to approve the attached sale of the Print Shop Purchase Agreement and Memorandum of Understanding with the school district's Foundation as presented and designate the Assistant Superintendent of Business Services the authority to sign, execute, and deliver such Purchase Agreement and any documents or agreements called for in such sale Agreement and pay any additional closing fees associated with this transaction on behalf of PLCS.

Responsible Person: Brett Richards

Superintendent's Approval _____



Signature

RETURN TO AGENDA

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of _____ 2026 (the “Effective Date”) by and between PLCS Foundation, a Nebraska nonprofit corporation (“Purchaser”), and School District #27, now known as Papillion La Vista Community Schools, a political subdivision of the State of Nebraska (“Seller”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real estate located at 108 W. Grant Street, Papillion, Nebraska and legally described on Exhibit A attached hereto, together with all buildings and other improvements located thereon or attached thereto and all privileges and appurtenances pertaining thereto, including all right, title and interest of Seller, if any, in adjacent streets, alleys or rights of way (hereafter the “Property”); and

WHEREAS, Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, Purchaser and Seller hereby agree as follows:

1. **Sale of Property.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell the Property to Purchaser free and clear of all liens, mortgages, deeds of trust, security interests or other encumbrances but subject to any easements, restrictions, covenants or other matters of record, and Purchaser hereby agrees to purchase the Property from Seller on such terms and conditions.

2. **Purchase Price.**

(a) **Purchase Price.** Purchaser shall pay Seller a total purchase price of Four Hundred Forty Thousand Dollars (\$440,000.00) (“Purchase Price”) for the Property. The Purchase Price, subject to any credits or adjustments otherwise provided in this Agreement, shall be paid to Seller at Closing by wire transfer of immediately available U.S. funds to an account designated by Seller.

(b) **Earnest Money Deposit.** The parties acknowledge and agree that no earnest money deposit shall be required in connection with this Agreement.

3. **Title Insurance.**

(a) **Commitment.** Purchaser shall obtain a commitment from Escrow Agent (as defined below) for an ALTA owner’s policy of title insurance in an amount at least equal to the Purchase Price (“Commitment”) which insures marketable title to the Property, subject only to easements, restrictions and other matters of record set forth in the Commitment that are acceptable to Purchaser. The cost of the owner’s title insurance policy shall be equally divided between Seller and Purchaser at Closing.

(b) **Title Objections.** Within fifteen (15) days after Purchaser’s receipt of the Commitment (“Objection Notice Period”), Purchaser shall provide a copy of the Commitment to Seller and notify Seller of any conditions disclosed in the Commitment which are objectionable to Purchaser; provided, however, Purchaser reserves the right to notify Seller of any additional objections after Purchaser’s receipt and review of a survey (“Survey”) for the Property if a survey is obtained by Purchaser. Upon expiration of the Objection Notice Period, Purchaser shall be

deemed to have accepted all exceptions to title to the Property as shown on the Commitment except for objectionable conditions provided to Seller prior to the Objection Notice Period and any subsequent survey objections ("Permitted Exceptions"). In the event Purchaser notifies Seller of any objectionable conditions shown on the Commitment prior to the expiration of the Objection Notice Period, Seller shall have fifteen (15) days to undertake to eliminate or modify such objectionable conditions to the reasonable satisfaction of Purchaser (the "Cure Period"). In the event Seller fails or refuses to cure such objectionable conditions within the Cure Period, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of such termination within ten (10) days after expiration of the Cure Period or notification from Seller that Seller is choosing not to cure such conditions, whichever is earlier. If this Agreement is terminated, the parties shall each pay their apportioned costs, fees, and expenses payable to the Escrow Agent; and the parties shall thereafter not have any further duties, rights or obligations hereunder with respect to this Agreement.

Notwithstanding the foregoing, Seller shall be obligated to remove prior to Closing, at Seller's sole cost, any and all monetary liens on or encumbrances on the Property arising from any financing transaction, including, without limitation, any mortgages, deeds of trust and financing statements, without the necessity of Purchaser providing any objection notice.

(c) **New Liens or Conditions.** So long as this Agreement is in effect, the Seller shall not transfer, convey or otherwise dispose of any right, title or interest in the Property, except subject to the terms of this Agreement, or with written consent of Purchaser. Seller further agrees not to consent to, or allow to exist, any new lien, encumbrance, condition reservation, easement, lease, restriction or covenant against the Property.

4. **Tax Prorations, Assessments, Documentary Tax and Recording Fees.**

(a) **Real Estate Taxes and Assessments.** All ad valorem personal property taxes and all ad valorem consolidated real estate taxes in respect of the Property that become delinquent in the calendar year in which Closing occurs shall be treated as though such taxes are current and shall be prorated as of 12:01 a.m. on the day of Closing. All such taxes that become delinquent in any calendar year prior to the calendar year of Closing, together with interest and other charges, if any, will be paid by Seller, and all such taxes that become delinquent in any calendar year after the calendar of Closing will be the obligation of Purchaser. All special or similar assessments (including any installment payments therefor) for public improvements benefitting the Property made by any governing authority, whether or not then constructed, improved, installed, or assessed, shall be the obligation of Seller and shall be paid by Seller at Closing or by allowing Purchaser a credit against the Purchase Price in which event all such special or similar assessments (and any installment payment therefor) shall be the obligation of Purchaser.

(b) **Documentary Taxes.** All documentary stamp taxes due as a result of the sale contemplated by this Agreement shall be paid by Seller.

(c) **Recording Fees.** The costs to record any lien releases on the Property and the cost to record the Deed (as defined herein) transferring title to the Property shall be paid by Seller.

(d) **Other Closing Expenses.** Except as otherwise provided herein, Seller shall be responsible for any other expenses at Closing customarily borne by a seller in Sarpy County, Nebraska and Purchaser shall be responsible for any other expenses at Closing customarily borne by a purchaser in Sarpy County, Nebraska.

5. **Escrow Agent.** The Closing of the sale of the Property contemplated by this Agreement shall be handled by Ambassador Title Services located at 331 Village Point Plaza #102, Omaha, Nebraska 68118 ("Escrow Agent"). The Escrow Agent's charges shall be equally divided between Purchaser and Seller at Closing.

6. **Due Diligence Period.** Purchaser shall have thirty (30) days after the Effective Date to conduct such due diligence and any surveys, zoning certifications, assessments, inspections, including invasive environmental inspections ("Inspections") or tests on the Property as Purchaser deems necessary (the "Due Diligence Period"). With respect to any such surveys, zoning certifications, assessments, Inspections or testing conducted by Purchaser on the Property, Purchaser agrees to restore the Property to its condition existing immediately prior to any such surveys, zoning certifications, assessments, Inspections or testing and to indemnify, defend, and hold harmless Seller from and against any loss, damage or claim caused by any act or omission of Purchaser or its representatives conducting any such surveys, assessments, zoning certifications, Inspections or testing. This provision shall survive any termination of this Agreement.

If Purchaser is not satisfied, in its sole and absolute discretion, with the results of its due diligence on the Property, Purchaser may elect to terminate this Agreement at any time prior to the expiration of the Due Diligence Period by giving Seller written notice of such termination, of which email correspondence shall be sufficient. If Purchaser elects to terminate this Agreement before the expiration of the Due Diligence Period, the parties shall each pay their apportioned costs, fees, and expenses payable to the Escrow Agent; and the parties shall thereafter not have any further duties, rights or obligations hereunder with respect to this Agreement. If Purchaser does not elect to terminate this Agreement on or before the expiration of the Due Diligence Period, Purchaser's due diligence of the Property shall be deemed satisfactory to Purchaser. Notwithstanding the foregoing, Seller agrees that Purchaser shall have two (2) options to extend the Due Diligence Period for an additional thirty (30) days each by giving Seller notice of such extension prior to the expiration of the initial Due Diligence Period, or extended Due Diligence Period, as applicable. If Purchaser elects to extend the Due Diligence Period as herein provided, all references to Due Diligence Period shall mean the extended Due Diligence Period.

7. **Existing Reports.** Within three (3) business days after execution of this Agreement, Seller shall promptly provide to Purchaser all title policies, surveys, existing leases, engineering reports, reports concerning environmental matters, reports concerning hazardous or toxic substances, engineering studies, zoning information, subdivision and development agreements, topographical maps, abstracts and other reports, studies and information which Seller has in its possession or which are in Seller's reasonable control ("Existing Reports").

8. **Vacancy and Condition of Property.** Seller and Purchaser acknowledge and agree that the Property shall be fully vacated by Seller and all of Seller's personal property removed from the Property on or before the Closing Date.

9. **Conditions to Closing.**

(a) **Conditions to Obligations of Purchaser.** Unless waived by Purchaser in writing, the obligations of Purchaser under this Agreement are subject to the fulfillment prior to or at Closing of each of the following conditions:

(i) All representations and warranties of Seller contained in this Agreement or in any statement, certificate, instrument, or other document or item delivered by Seller under this Agreement shall be true and correct in all material respects at Closing.

(ii) Seller shall have performed and complied with all covenants, agreements and obligations, and satisfied all conditions, that Seller is required by this Agreement to perform, comply with or satisfy, at or prior to the Closing in all material respects.

(iii) Purchaser's due diligence review of the Property shall have been satisfactory to Purchaser, or deemed to be satisfactory to Purchaser, as provided in Section 6.

(iv) Approval of the transaction by the board of Purchaser upon its due diligence review.

(v) The Commitment shall be updated on the Closing Date. To the extent the updated Commitment discloses any new matters or other exceptions to title, such new matters and other exceptions shall be cured and corrected to the satisfaction of Purchaser and its counsel at Seller's cost and expense unless Purchaser agrees to accept title subject to the new matters or exceptions. To the extent Seller is required to cure and correct any such new matters or exceptions and elects to do so, Closing shall be delayed for a period not exceeding thirty (30) days ("Title Extension Period") to allow Seller to cure and correct any such new matters or exceptions. If any such new matters or exceptions disclosed by the updated Commitment cannot be cured and corrected to Purchaser's satisfaction during the Title Extension Period, then Purchaser may elect to terminate this Agreement. If Purchaser elects to terminate this Agreement as herein permitted, Seller shall pay all costs, fees, and expenses payable to the Escrow Agent; and the parties shall thereafter not have any further duties, rights or obligations hereunder with respect to this Agreement.

(vi) Seller shall have fully vacated the Property and removed all of Seller's personal property therefrom on or before the Closing Date.

(b) **Conditions to Obligations of Seller.** Unless waived by Seller in writing, the obligations of the Seller under this Agreement are subject to the fulfillment prior to or at Closing of each of the following conditions:

(i) Purchaser shall have performed and complied with all covenants, agreements and obligations, and satisfied all conditions, that Purchaser is required by this Agreement to perform, comply with or satisfy, at or prior to the Closing in all material respects.

(ii) Receipt of the Purchase Price as provided in Section 2.

In the event one or more of the conditions set forth in this Section 9 shall not have been fulfilled prior to or at the time of Closing, Purchaser or Seller, as the case may be, may elect to waive any one or more of the conditions and proceed with Closing, or terminate this Agreement, in which case all costs, fees, and expenses payable to the Escrow Agent shall be paid by Purchaser if the termination is pursuant to (a)(iii) and paid by Seller if pursuant to (a)(v) above or otherwise shared equally between Purchaser and Seller, and the parties shall thereafter not have any further duties, rights or obligations hereunder with respect to this Agreement; provided, however, that the right to terminate this Agreement as herein provided shall not be available to any party whose intentional failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before such date.

10. **Closing.** The transactions contemplated by this Agreement shall occur no later than August 24, 2026 (the "Closing Date") at Escrow Agent's office, or on such other date as may be mutually agreed

to by Purchaser and Seller in writing (“Closing”). Closing may be effected through the mail, through a nationally recognized reputable overnight delivery service, or by electronic means. The terms “Closing” and “Closing Date” may be used interchangeably in this Agreement. At Closing, Seller and Purchaser shall take the following action:

- (a) Purchaser shall pay the Purchase Price to Seller, less any applicable prorations.
- (b) Seller shall deliver to Purchaser a duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to the Property, free and clear of all liens and encumbrances and subject only to easements, restrictions and other matters of record that are reasonably acceptable to Purchaser.
- (c) A certificate of non-foreign status under Section 1445 of the Code (relating to “FIRPTA”) for Seller.
- (d) Seller and Purchaser shall duly execute a Bill of Sale and General Assignment in the form of Exhibit B attached hereto.
- (e) Seller shall deliver possession of the Property to Purchaser.
- (f) Seller and Purchaser shall execute and deliver all other documents necessary to close the transaction contemplated by this Agreement or required by the Commitment.
- (g) Seller shall execute a signed certificate stating that representations and warranties of Seller contained in this Agreement remain accurate as of Closing.
- (h) Purchaser shall execute a signed certificate stating that representations and warranties of Purchaser contained in this Agreement remain accurate as of Closing.

11. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

- (a) Seller is a political subdivision of the State of Nebraska and has full power and authority to execute, deliver and perform this Agreement, including all necessary approvals from its board of education or governing body. This Agreement has been duly executed and delivered by Seller and constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general principles of equity.
- (b) Seller is the fee owner of the Property and no other persons have any interest in the Property. There are no adverse parties in possession of the Property or any part thereof, and no party has been granted any lease or other right of any nature relating in any way to the Property or the use or possession of the Property, or any part thereof, whether oral or written.
- (c) There is no action, suit or proceeding pending or investigation pending or action, suit or proceeding threatened before any agency, court or other governmental authority which would materially affect the Property or Seller’s ability to sell the Property.
- (d) There is no pending or threatened condemnation action affecting the Property, or any part thereof.

(e) There are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, materially affecting any portion of the Property and no written notice of any such violation has been issued by any governmental authority.

(f) No work has been performed for or is in progress by Seller on or at, and no materials have been furnished to, the Property or any portion thereof which might give rise to a construction, mechanic's, materialman's or similar lien against the Property or any portion thereof.

(g) The Property is in compliance with all state, local, and federal environmental laws, rules, and regulations.

(h) Seller has obtained all approvals, authorizations, and consents necessary under applicable law, including without limitation Nebraska law governing the sale of real property by political subdivisions, to execute and perform this Agreement.

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser is duly organized, validly existing and in good standing under the laws of the State of Nebraska. Purchaser has full power and authority, including full company power and authority for Purchaser, to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement by Purchaser has been duly authorized by all necessary company action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and legally binding obligation of Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(b) Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of its representatives in purchasing the Property. Purchaser further acknowledges that it will conduct such investigations and inspections of the Property as Purchaser deems necessary and shall rely exclusively on the same.

13. Broker Commissions. Purchaser and Seller hereby represent and warrant to each other that there are no other real estate agents or brokers, or any other person acting pursuant to either party's authority, that is entitled to any commission or finder's fee in connection with the transaction contemplated by this Agreement.

14. Remedies.

(a) **Seller's Default.** Subject to Section 14(c), upon Seller's failure to close this transaction for any reason other than Purchaser's default, as Purchaser's sole and exclusive remedy, by giving written notice to Seller, Purchaser may terminate this Agreement.

(b) **Purchaser's Default.** Subject to Section 14(c), upon Purchaser's failure to consummate the purchase of the Property in breach of this Agreement (following the expiration of any applicable cure period or Due Diligence Period), then Seller, as Seller's sole and exclusive remedy, may terminate this Agreement by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations hereunder, except obligations expressly stated to survive the termination of this Agreement.

(c) **Notice and Right to Cure.** Upon the occurrence of a default under this Agreement, prior to exercising remedies permitted under this Section 14, the non-defaulting party shall provide the other party written notice of such alleged default (to be provided as soon as reasonably practicable after the non-defaulting party learns of the occurrence of a default) and the other party shall not have cured such default within ten (10) days following receipt of such notice of default; provided, however, that no grace period shall be applicable with respect to (i) the failure of either party to tender or deliver at Closing documents or items under Section 10(a), 10(b), or 11 as the case may be; or (ii) to extend the Due Diligence Period expiration date.

15. **Attorney's Fees.** Each party shall be responsible for the payment of its own attorneys' fees.

16. **Miscellaneous.**

(a) **Binding Effect; Benefits.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

(b) **Assignment.** Purchaser may assign its rights, interests, duties, or obligations under this Agreement without the prior written consent of Seller. Seller may not assign its rights, interests, duties, or obligations under this Agreement without the prior written consent of Purchaser.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts and by any number of counterpart signature pages, each of which shall be deemed an original with the same effect as if each of the signatures were affixed to the same instrument. Any executed counterpart signature page containing faxed signatures and/or electronically imaged signatures such as .pdf files shall constitute original signatures to this Agreement and shall be admissible as evidence of the document and the signer's execution.

(d) **Further Assurances.** Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflicts of laws principles.

(f) **Notices.** All notices and other communications under this Agreement shall be in writing and deemed duly given, if delivered: (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section 16(f); (b) by United States certified or registered first class mail when delivered at the address specified in this Section 16(f) on the date appearing on the return receipt therefor; (c) by facsimile transmission, when such facsimile transmission is transmitted to the facsimile transmission number specified in this Section 16(f); or (d) by electronic mail when such electronic mail is transmitted to the electronic mail address specified in this Section 16(f). Addresses, electronic mail addresses, and facsimile transmission numbers (unless and until written notice is given of any other address, electronic mail address or facsimile transmission number) for purposes of this Section 16(f) are set forth below:

If to Purchaser, to:

PLCS Foundation
242 W. Grant Street
Papillion, NE 68046
Attention: Lee Denker Phone:
(402)-829-1340
E-mail: lee.denker@plcsfoundation.org

with a copy to (which copy shall not constitute notice to Purchaser)

Koley Jessen P.C., L.L.O.
1125 South 103rd Street, Suite 800
Omaha, NE 68124
Attention: Kia Moore
(402) 343-3701
Email: kianna.moore@koleyjessen.com

If to Seller, to:

Papillion LaVista Community Schools
420 S. Washington St.
Papillion, NE, 68046
Attention: Brett Richards
Phone: (402)-537-6246
E-mail: brett.richards@plcschools.org

KSB School Law, P.C., L.L.O.
206 S. 13th Street, Suite 1100
Lincoln, NE 68508
Attn: Steve Williams
(402) 804-8006
steve@ksbschoollaw.com

(g) **Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

(h) **Survival and Nonmerger.** All terms, conditions, representations, and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.

(i) **Time of Essence.** The parties agree that time is of the essence in the performance of their respective obligations hereunder.

(j) **Non-business Days.** Whenever action must be taken (including the giving of notice of the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday or federal holiday.

(k) **Waiver.** Either Purchaser or Seller may, by written notice to the other, (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (c) waive performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

(1) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or agreements (whether written or oral) among them respecting the subject matter.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER:

Papillion LaVista Community Schools,
a political subdivision of the State of Nebraska

By: _____
Name: _____
Title: _____

PURCHASER:

PLCS Foundation, a Nebraska nonprofit corporation

By: _____
Lee Denker, Executive Director

EXHIBIT A

LEGAL DESCRIPTION

The East one-half (E ½) of Lots Seven (7) and Eight (8), Block 4, South Papillion, in the Village of Papillion, Sarpy County, Nebraska.¹

¹ **Note to Draft:** To be updated accordingly based on title commitment.

EXHIBIT B

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this “Bill of Sale”), dated as of _____, 2026, is made and entered into by and between Papillion La Vista Community Schools, a political subdivision of the State of Nebraska (“Seller”), and PLCS Foundation, a Nebraska nonprofit corporation (“Purchaser”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in that certain Real Estate Purchase Agreement, dated _____, 2026, by and between Seller and Purchaser (the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase from Seller, all right, title and interest of Seller in all personal property owned by Seller and located on the Property, if any (the “Personal Property”), on the conditions and subject to the terms set forth in the Purchase Agreement, for consideration in the amount and on the terms and conditions provided therein.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance; Warranty.** Seller hereby sells, transfers, assigns and delivers to Purchaser, free and clear of all Liens, all Personal Property on or at the Property on the date of Closing. Seller warrants that upon delivery hereof, Purchaser shall have good and marketable title free and clear of all Liens in and to all of the Personal Property.

2. **Miscellaneous.** This Bill of Sale and the warranties, covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All warranties, covenants and agreements contained in this Bill of Sale shall survive the execution and delivery of this Bill of Sale. Seller shall, from time to time after the date hereof at the request of Purchaser, and without further consideration, execute and deliver to Purchaser such additional documents or instruments of conveyance in addition to this Bill of Sale as Purchaser shall reasonably request to evidence more fully the transfer by Seller to Purchaser of the Personal Property. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Nebraska (without regard to its conflicts of law rules). This Bill of Sale may be executed by means of facsimile transmission or electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.DocuSign.com).

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first set forth above.

SELLER:

Papillion LaVista Community Schools,
a political subdivision of the State of Nebraska

By: _____
Name: _____
Title: _____

PURCHASER:

PLCS Foundation, a Nebraska nonprofit corporation

By: _____
Lee Denker, Executive Director

MEMORANDUM OF UNDERSTANDING

By and Between the Papillion La Vista Community Schools Foundation and the Papillion La Vista Community Schools Board of Education

This Memorandum of Understanding (this “MOU”) is made and entered into as of _____ (the “Effective Date”), by and between the Papillion La Vista Community Schools Foundation, a Nebraska nonprofit corporation (“PLCS Foundation” or “Seller”), and the Papillion La Vista Community Schools Board of Education, a political subdivision of the State of Nebraska (“PLCS Board” or “Buyer”).

WHEREAS, PLCS Foundation is the owner of certain real property and improvements located at 242 W. Grant Street, Papillion, Nebraska 68046, as more particularly described herein;

WHEREAS, PLCS Board desires to acquire the Property for school district purposes, and PLCS Foundation is willing to consider selling the Property upon the terms and conditions set forth herein;

WHEREAS, the parties desire to memorialize their mutual understanding regarding the potential future sale and purchase of the Property, subject to the terms and conditions set forth herein and the subsequent execution of a definitive purchase agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to set forth the mutual understanding and intent of the parties regarding the potential future sale of the Property (as defined below) by PLCS Foundation to PLCS Board, subject to the satisfaction of certain conditions precedent and the execution of a definitive purchase agreement.

2. PROPERTY DESCRIPTION

The real property subject to this MOU is located at the following address:

242 W. Grant Street, Papillion, Nebraska 68046

The Property consists of the following (collectively, the “Property”):

- An existing office building containing approximately 5,363 square feet of gross building area;
- Land containing approximately 9,372 square feet (approximately 0.215 acres), together with all improvements, fixtures, and appurtenances thereto; and

- All right, title, and interest of PLCS Foundation in and to any easements, rights-of-way, and other appurtenant rights benefiting the Property.

3. PURCHASE PRICE

Subject to the terms of this MOU, the purchase price for the Property shall be Eight Hundred Fifty Thousand Dollars (\$850,000.00) based upon an appraisal dated April 9, 2025, prepared by Giff Property Services, Inc. (the "Appraisal"), less a credit of One Hundred Thirty One Thousand Five Hundred Dollars (\$131,500.00) for a total of Seven Hundred Eighteen Thousand Five Hundred Dollars (\$718,500.00) (the "Purchase Price").

The Purchase Price shall be payable in full at closing in immediately available funds, unless otherwise agreed in the definitive purchase agreement.

4. CONDITIONS PRECEDENT

The parties acknowledge and agree that the sale and transfer of the Property shall be contingent upon the satisfaction of each of the following conditions precedent:

(a) Completion of Community Engagement Center. Substantial completion of the PLCS Community Engagement Center project, which shall mean the issuance of a certificate of occupancy or substantial completion by the applicable governmental authority permitting PLCS Foundation to occupy and conduct its operations within the PLCS Community Engagement Center (the "CEC Completion");

(b) PLCS Foundation Relocation. PLCS Foundation shall have successfully relocated its operations from the Property to the PLCS Community Engagement Center and shall have vacated the Property;

(c) Board Approvals. Receipt of all necessary approvals from the governing boards of both PLCS Foundation and PLCS Board, including any public meeting requirements under applicable Nebraska law;

(d) Title Review. PLCS Board shall have completed its review of title to the Property and shall have accepted title in its then-current condition, subject to the title requirements;

(e) Environmental Review. PLCS Board shall have completed its environmental review of the Property and shall have accepted the environmental condition of the Property; and

(f) Definitive Agreement. The parties shall have negotiated and executed a mutually acceptable definitive purchase agreement containing customary terms and conditions for a transaction of this nature.

5. NON-BINDING NATURE; EXCLUSIVITY

(a) Non-Binding. This MOU is intended to reflect the current understanding and intent of the parties and does not constitute a legally binding agreement to sell or purchase the

Property. The parties acknowledge that a formal, definitive real estate purchase agreement, incorporating the terms contemplated herein and such other terms as may be mutually agreed upon, together with all required governmental and board approvals, shall be required before either party has any binding obligation with respect to the contemplated transaction. Notwithstanding the foregoing, Sections 7 through 13 of this MOU shall be binding upon the parties.

(b) Exclusivity. During the period commencing on the Effective Date and continuing until the earlier of (i) the execution of a definitive purchase agreement, (ii) termination of this MOU pursuant to Section 11, or (iii) December 31, 2028 (the "Exclusivity Period"), PLCS Foundation agrees not to solicit, negotiate, or enter into any agreement with any third party regarding the sale, lease, or other disposition of the Property; *provided, however*, that PLCS Foundation shall be free to pursue any such opportunities following expiration or termination of the Exclusivity Period without further obligation to PLCS Board.

6. SURVIVAL

Survival. The provisions of Sections 7 (Dispute Resolution), 8 (Governing Law), 9 (Notices), 10 (Miscellaneous), and 11 (Confidentiality), shall survive the termination of this MOU.

7. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this MOU, the parties agree to first attempt to resolve such dispute through good faith negotiations between their respective authorized representatives. If such negotiations fail to resolve the dispute within thirty (30) days, either party may pursue any remedies available at law or in equity in accordance with Section 8.

8. Governing Law; Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this MOU shall be brought exclusively in the state or federal courts located in Sarpy County, Nebraska, and the parties hereby consent to the personal jurisdiction of such courts.

9. Notices

All notices, requests, demands, and other communications under this MOU shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) upon receipt if sent by certified mail, return receipt requested, postage prepaid, or (c) one business day after deposit with a nationally recognized overnight courier, addressed as follows:

If to PLCS Foundation:

Papillion La Vista Community Schools Foundation
Attn: Lee Denker, Executive Director
242 W. Grant St., Papillion, NE 68046
lee.denker@plcsfoundation.org

With a copy to: (which shall not constitute notice)

Koley Jessen P.C., L.L.O.
Attn: Kianna Moore
1125 S. 103rd St., Suite 800
Omaha, NE 68124
Kianna.Moore@koleyjessen.com

If to PLCS Board:

Papillion La Vista Community Schools Board of Education
Attn: Superintendent of Schools
20 S. Washington Street
Papillion, NE 68046

Either party may change its address for notices by providing written notice to the other party in accordance with this Section.

10. Miscellaneous

(a) Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.

(b) Amendment. This MOU may not be amended or modified except by a written instrument signed by both parties.

(c) Assignment. Neither party may assign or transfer this MOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent may be withheld in such party's sole discretion.

(d) Waiver. No waiver of any provision of this MOU shall be effective unless in writing and signed by the waiving party. No failure or delay by either party in exercising any right or remedy shall constitute a waiver thereof.

(e) Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

(f) Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

(g) No Third-Party Beneficiaries. This MOU is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall be construed to give any other person or entity any legal or equitable right, remedy, or claim under or with respect to this MOU.

(h) Further Assurances. Each party agrees to execute and deliver such additional documents and instruments and to take such other actions as may be reasonably necessary to effectuate the purposes of this MOU.

11. Good Faith Cooperation

The parties agree to work cooperatively and in good faith toward the completion of the contemplated transaction and the transition process. Each party shall use commercially reasonable efforts to satisfy the conditions precedent set forth in Section 4 and to negotiate and execute a definitive purchase agreement on mutually acceptable terms within a reasonable time following the satisfaction of such conditions.

12. Term and Termination

(a) Term. This MOU shall be effective as of the Effective Date and shall remain in effect until the earlier of (i) the execution of a definitive purchase agreement, (ii) termination pursuant to this Section 13, or (iii) December 31, 2028 (the "Outside Date"), unless extended by mutual written agreement of the parties.

(b) Termination Rights. Either party may terminate this MOU at any time prior to the execution of a definitive purchase agreement by providing written notice to the other party. Upon termination, neither party shall have any further obligation to the other party under this MOU, except for obligations that by their terms survive termination.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

Papillion La Vista Community Schools Foundation

By: _____

Name: _____

Title: _____

Papillion La Vista Community Schools Board of Education

By: _____

Name: _____

Title: _____

Subject: Legislative Policy Updates---Summer 2026

Meeting Date: July 27, 2026

Prior Meeting Discussion Date: July 13, 2026

Department: All

Action Desired: Approval X Discussion Information Only

Background:

Each summer policy recommendations are made based on legislative actions. The following are legal counsel policy updates based on the 2026 session:

- Policy 3406: Fiscal Management for Purchasing and Procurement Using Federal Funds
- Policy 4041: Relations With Employee Collective Bargaining Associations (per new LB 429).

Recommendation:

Motion to accept the changes to Policy 3406: Fiscal Management for Purchasing and Procurement Using Federal Funds and Policy 4041: Relations With Employee Collective Bargaining Associations (per new LB 429), as presented.

Responsible Person: Mr. Richards & Dr. Settles

Superintendent's Approval Andrew J. Rhili
Signature

RETURN TO AGENDA

Series Name: 3000 - Business and Noninstructional Operations

Topic: 3400 - Expenditure

Policy: 3406 Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$ \$15,000(Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed **\$15,000**. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$ \$15,000 and \$ \$350,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$15,000 and less than \$350,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$ \$350,000

a) **Sealed Bids (Formal Advertising)**

For purchases over **\$350,000**, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) **Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of **\$ \$350,000**, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source;
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
- 4) After solicitation of a number of sources, competition is determined inadequate.

b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds **\$ \$350,000**.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual

responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Purchases covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
 - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.
- C. **Favors and Gifts**
The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.
- D. **Enforcement**
Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

IV. Property Management Systems

- A. **Property Classifications**
 - 1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
 - 2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
 - 3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
 - 4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.
- B. **Inventory Procedure**
Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification

include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

VI. Other Contract Matters

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section

200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

- a)** The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b)** The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c)** Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a)** The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred
- b)** Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Series Name: 4000 - Personnel

Topic: 4000 - All Employees

Policy: 4041 Relations With Employee Collective Bargaining Associations ~~Negotiations and Negotiating Units~~

~~¶~~

~~The Board may recognize and/or meet and confer with organizations certified by a majority of school employees to speak for them. Such recognition shall remain in effect for the length of the organization's contract with the District. Under terms of state law, the Board will adopt rules and regulations for the administration of any negotiations.~~

~~¶~~

~~Any meetings or conferences must be preceded by a written request, which specifies the area(s) to be discussed. The Board shall accept or reject the request, either in whole or in part. It must give the organization written notice of its decision.~~

~~¶~~

~~Any meetings or conferences held for the purpose of negotiations shall be conducted in good faith by all parties.~~

~~¶~~

~~Any board agreements with such organizations shall be reduced to writing and signed by a representative of each of the parties. The president of the Board, upon the approval of a majority of the Board at a regular or special meeting, will sign for the Board.~~

The Board of Education recognizes the right of staff members to belong to professional employee organizations. The board will negotiate with organizations that have been certified or recognized in accordance with public employee bargaining statutes. The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

The district will allow professional employee organizations to make reasonable use of district facilities for meetings outside the district's and the employees' work hours. With administrative approval, organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district email and mailboxes for delivery of information specific to the organization. Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

For purposes of recruiting new members, organizations may host or attend certain meetings of certificated staff outside the district's and the employees' work hours. Attendance at any staff meetings does not include all-staff, building-level, committee, or other meetings called by the district, unless those meetings are open to other organizations or if required by law.

Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

Subject: 2026-27 Student Fees

Meeting Date: July 27, 2026

Prior Meeting Discussion Date: July 13, 2026

Department: Business Services

Action Desired: Approval X Discussion Information Only

Background:

The changes proposed for the 2026-27 school year were presented at a public hearing on July 13, 2026. The proposed Elementary, Middle School and High School fee information are included as attachments.

The proposed fee increases/changes are as follows:

Student BREAKFAST AND LUNCH prices to increase by \$.05.

- Adding specific personal or consumable items for elementary students
- Decreasing Art fee from \$20 to \$15 at HS
- Technical cleanups/ removing items we don't charge or do

Recommendation:

Motion to approve the attached 2026-27 student fees for elementary and secondary schools as presented.

Responsible Person: Brett Richards

Superintendent's Approval Andrew J. Rhee
Signature

RETURN TO AGENDA

**PAPILLION LA VISTA COMMUNITY SCHOOLS
REIMBURSABLE MEAL PRICE PROPOSAL
2026-27**

BACKGROUND

An analysis of meal prices for 2026-27 has been completed. Due to continuing increases in food costs, an increase of \$.05 is recommended for student meals for lunch and breakfast. Milk prices will stay the same at \$.75. Proposed prices for meals are as follows:

Students	2024-25	2025-26	2026-27
Breakfast- Preschool	\$1.35	\$1.40	\$1.45
Breakfast- Elementary	\$1.60	\$1.65	\$1.70
Breakfast- Secondary	\$2.00	\$2.05	\$2.10
Lunch- Preschool	\$2.00	\$2.05	\$2.10
Lunch- Elementary	\$2.45	\$2.50	\$2.55
Lunch- Middle School	\$2.70	\$2.75	\$2.80
Lunch- Senior High Tier I	\$2.80	\$2.85	\$2.90
Lunch- Senior High Tier II	\$3.50	\$3.55	\$3.60
Milk	\$.75	\$.75	\$.75

Elementary Schools/Preschool Student Fees 2026-27

Clothing/Specialized Attire

Elementary students may be required to supply the following clothing items:

1. Tennis shoes for physical Education.
2. Paint shirt.
3. Honor Choir shirt.

Personal or Consumable Items and Materials

Elementary students may be required to supply the following personal or consumable items with specific variations in style, color, and quantity:

Backpack
Binder dividers
Binders
Colored pencils
Crayons
Dry erase markers
Earbuds/Headphones
Erasers
Folders
Glue
Highlighters
Loose leaf paper
Markers
Notebooks
Pencil box/pouch
Pencils
Pens
Post-it Notes
Scissors
Tennis shoes for Physical Education
Water bottle
Paint Shirt
Honor Choir Shirt

If a building chooses not to purchase the following items from their building fund, elementary schools may request donations of communal supplies such as disinfecting wipes, hand sanitizer, paper towels, storage bags, tissues, but may not require students to provide them.

Extracurricular Activity Participation Fees

1. In town competition and travel costs for clubs, activities and special interests not to exceed \$10.00 per trip.
2. Out of state or national competition travel costs for clubs, activities and special interests not to exceed \$3000.
3. Elementary HS Activity Pass - \$20

Tablet / Laptop Insurance (Optional) - \$20.00

Transportation

Charges may be assessed to students for transportation to extracurricular events and activities, which the student is a voluntary spectator not to exceed \$10.00.

School Breakfast/Lunch

Elementary Preschool Breakfast	\$1.45
Elementary Student Breakfast	\$1.70
Elementary Preschool Lunch	\$2.10
Elementary Student Lunch	\$2.55

Early Entry Screening

Kindergarten early entry screening assessment not to exceed \$100.

Early Childhood Tuition

Not to exceed \$150 per month half-day program. Assessed on a sliding scale based on family income.

Not to exceed \$225 per month full-day program. Assessed on a sliding scale based on family income.

Middle School Student Fees 2026-27

Clothing/Specialized Attire

Students may be required to supply the following clothing items:

1. Athletic clothing, shoes and equipment.
2. P.E. uniforms and tennis shoes.
3. Fine Arts shirts not to exceed \$30 per activity.
4. Coordinated attire for special music groups not to exceed \$150.

Personal or Consumable Items and Materials

1. Secondary students may be required to supply the following personal or consumable items with specific variations in style, color, and quantity:

- Backpack
 - Binders
 - Calculator
 - Colored Pencils
 - Dry Erase Markers
 - Folders
 - Glue
 - Headphones
 - Highlighters
 - Markers
 - Notebook
 - Notecards
 - Paper
 - Pencils
 - Pens
 - Pencil box/pouch
2. Cost of materials for projects students create which they will take ownership of or consume:
 - a. Skilled and Technical Sciences (various take-home projects) \$10.00/Class
 - b. Family and Consumer Science I - \$10.00/Class
 - c. Art - \$10.00/Class
 3. Cost of Musical Instruments and Stands
 4. Cost of school owned musical instruments- \$75

Extracurricular Activity Participation Fees

1. Activity Fee (One-time fee for athletics, Jazz band, and show choir)- \$50.00- includes HS activity ticket.
2. In town competition and travel costs for clubs, activities and special interests not to exceed \$10.00.
3. Out of state or national competition travel costs for clubs, activities and special interests not to exceed \$3000.

Transportation

Charges may be assessed to students for:

1. Transportation to extracurricular events and activities, which the student is a voluntary spectator not to exceed \$10.00.

Tablet/Laptop Insurance (Optional) - \$20.00

Photocopying/Printing

Charges may be assessed to students for:

1. The reproduction and forwarding of student records and transcripts.
2. Personal copying/printing for the student. (10¢/copy)

School Breakfast / Lunch

Secondary Student Breakfast	\$2.10
Secondary Student Lunch	\$2.80

High School Student Fees 2026-27

Clothing/Specialized Attire and Equipment

Students may be required to supply the following clothing items:

1. Specialized and non-special specialized athletic clothing, shoes and equipment.
2. P.E. uniforms, swimsuits and tennis shoes.
3. Band uniform rental, pants, shoes, and shirts. Instrument rental, repair and cleaning. not to exceed \$250
4. ROTC uniform rental and care not to exceed \$300
5. Flag Corp uniforms and flags. and Specialty Band Groups- Not to exceed \$500
6. Specialized clothing for Career Academies
 - Scrubs for Health Academy - \$60.00 / set
 - Shirt for Academies – \$30.00
7. Teams/ Activities/Clubs shirts not to exceed \$30

Personal or Consumable Items and Materials

Secondary students may be required to supply the following personal or consumable items with specific variations in style, color, and quantity:

1. Backpack
 2. Binders
 3. Calculator
 4. Colored Pencils
 5. Dry Erase Markers
 6. Folders
 7. Glue
 8. Headphones
 9. Highlighters
 10. Markers
 11. Notebook
 12. Notecards
 13. Paper
 14. Pencils
 15. Pens
 16. Pencil box/pouch
-
2. Cost of materials for projects students create and take ownership of or consume.
 - a. Art \$15.00
 - b. Pottery \$15.00
 - c. Drama/Play Production \$20.00
 - d. Family Consumer Science/Pro Start \$30.00/\$75.00
 - e. Skilled and Technical Sciences \$20.00 plus cost of special project

*Construction Trades 1, Manufacturing Woods 1,2,3,4, Intro to Trades, and Welding
 3. Cost of musical instruments and stands.
 4. Rental of school owned Instruments \$75 per year
 5. Academy annual fees from off site academies will vary from year to year and are set for entrance into the academy by the host site. TB and other testing may be required for entry into the program.

Extracurricular Activity Participation Fees

1. Activity tickets for participants in NSAA activities \$70.00
2. Team/Activity/Club shirt – Not to exceed \$25.00
3. Cheerleading, includes uniform - Not to exceed \$2,000
4. Dance Team, includes uniform – Not to exceed \$2,000

- | | |
|--|---------------|
| 5. Drama costuming - Not to exceed | \$50 per play |
| 6. Attire for special music groups - Not to exceed | \$550 |
| 7. Club Dues: | |
| DECA | \$20.00 |
| Foreign Language | \$15.00 |
| Leo Club | \$20.00 |
| Skills USA | \$20.00 |
| National Honor Society | \$20.00 |
| HOSA | \$25.00 |
| Culinary Club | \$25.00 |
| 8. Activities and special interests: | |
| Debate | \$20.00 |
| Musical | \$30.00 |
| Speech | \$20.00/Event |
| 9. Competition and travel costs for clubs, activities and special interests: | |
| State and National Competitions not to exceed \$3000. | |

Post-Secondary Education

Tuition, fees and materials cost associated with the granting of credit from an institution of higher education:

1. All AP Classes (optional test) set annually by the College Board.
2. College NOW Program- Actual cost of tuition, fees and books from post-secondary institutions.
3. College Jump Start- Cost of tuition for class taught by PLSD instructor – 50% of actual tuition for Metro Community College and actual cost of fees and books. Tuition for classes taught by Metro instructors - actual cost of tuition and fees from Metro Community College.

Dual Enrollment including School to Career Academies - Actual cost of tuition, fees and books from post-secondary institutions.

National Foreign Language Exams (Optional) - \$10.00

Tablet/Laptop Insurance (Optional) - \$20.00

Transportation

Charges may be assessed to students for transportation to extracurricular events and activities, in which the student is a voluntary spectator or participant not to exceed \$10.00.

Photocopying/Printing

Charges may be assessed to students for:

1. The reproduction and forwarding of student records and transcripts.
2. Personal copying/printing for the student (10¢/copy).

Parking Permit (Optional) \$40.00

Driver Education

ESU#3 Driver Education Tuition \$475.00

School Breakfast/Lunch

High School Student Breakfast \$2.10

High School Student Lunch (Tier I)	\$2.90
High School Student Lunch (Tier II)	\$3.60

Subject: Statements of Assurance: Americanism and Multiculturalism Education

Meeting Date: Jul 26, 2026

Prior Meeting Discussion Date: BOE Americanism Public Hearing Feb. 2026

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 BOE meeting.

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.

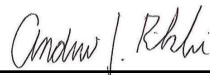
- Curriculum Toolbox: Ensuring that components of a multicultural education are infused within the District curriculum is one of the key tasks of the curriculum toolbox process. Specific activities occur during the toolbox to ensure that multiculturalism is a prominent lens all toolbox groups look through 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.
- American Civics (Social Studies Standards): Currently Social Studies is not up for curriculum review as a core class. The only updates made are in the Personal Finance Course ensuring that it aligns with the change in law and graduation requirements
- 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: BOE Members of the Americanism Committee and Shureen Seery

Superintendent's Approval _____



Signature

Subject: Policy Series 6000 - Instruction

Meeting Date: July 27, 2026

Prior Meeting Discussion Date: American Civics Subcommittee-- June 16, 2025; Board Meeting - June 22, 2026

Department: CIA

Action Desired: Approval _____ Discussion X Information Only _____

Background: Board Policy 6000 - Instruction is due for the annual review. The following is a summary of the policy changes recommended:

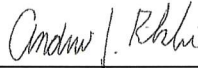
Policy Changes: 6203, 6304, 6401, 6405

See the attached table for details and explanations.

Recommendation: For discussion.

Responsible Person: Shureen Seery

Superintendent's Approval _____



Signature

RETURN TO AGENDA

BOE Policy Changes to 6000
July 27, 2026-- Discussion

Policy #	Reason/Why	Snapshot of Proposed Change
<u>6203</u> Driver's Ed	No longer offer Driver's Ed through the District. It is offered through ESU#3.	Delete
<u>6304</u> Extra Curricular Activities	Clean up the wording in the last paragraph of the policy.	The Board supports the participation in district-sponsored activities to the greatest extent possible of all eligible residents, private, parochial and exempt home school students, as well as all students entering the District through the Option Enrollment Enrollment Option program or Open Enrollment . Further, the District provides qualified students with a disability the opportunity to benefit from the District's programs equal to that of students without disabilities.
<u>6401</u> School Libraries	Added opportunity for notification for parents in accordance with new legislation.	Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent's student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by the means of a website the means of a website District's parent portal application notification , or by opting into email notifications.
<u>6405</u> Controversial Issues	Updating the title of the policy.	Series Name: 6000 - Instruction Topic: 6400 - Instructional Materials Policy: 6405 Controversial Issues & Curriculum Reconsideration

Date: July 10, 2025 - Eliminate Policy, program is now outsourced through ESU#3

Series Name: ~~6000--Instruction~~

Topic: ~~6200--Instructional Curriculum~~

Policy: ~~6203 Drivers' Education~~

~~Any Drivers' Education Program offered will meet any standards that may be set by the State Department of Education. It will be available on a fee basis to any student who has finished the ninth grade or attained the legal driving age.~~

Series Name: 6000 - Instruction

Topic: 6300 - Alternative Programs

Policy: 6304 Extracurricular Activities

Extracurricular activities enhance the overall effectiveness of the education program and student participation in such activities is encouraged. The Superintendent and administrative staff have the responsibility to guide and control such activities and to develop procedures, which will govern student participation in these activities.

The Board encourages the development of, and student participation in intramural athletic programs within the bounds of budget limitations, proper staff, student interest and adequate facilities.

The Board also encourages student participation in interschool athletics. All student athletic programs operated by the school district in grades 9-12 and sanctioned by the Nebraska School Activities Association (NSAA) must meet the standards set by the NSAA for student eligibility and conduct.

Student publications are also important elements of the instructional program and the Board supports student newspapers and annuals produced under the supervision of building principals.

Additionally, the Board endorses district-sponsored clubs and other approved school organizations and encourages students to participate in such clubs and organizations.

The Board supports the participation in district-sponsored activities to the greatest extent possible of all eligible residents, private, parochial and exempt home school students, as well as all students entering the District through ~~the Option Enrollment Enrollment Option program or Open Enrollment~~. Further, the District provides qualified students with a disability the opportunity to benefit from the District's programs equal to that of students without disabilities.

Procedure 6304

Activities are considered a part of a comprehensive educational program and all regulations and standards of student conduct applying to the classroom instructional program shall be enforced in activities as well. All activities are optional for student participation.

Student interest will serve as the basic guideline for the creation and/or continuation of any club or organization, within the bounds of budget limitations, availability of adequate staff to provide supervision and adequate facilities. Students interested in participating in co-curricular activities such as class field trips, clubs (i.e. DECA, FBLA, National Honor Society) or other subject-related events must first be enrolled in the subject area course(es) to which the event is related. Each building principal is responsible for the formulation of written rules governing all clubs and organizations within his/her school.

The building principal and/or athletic/activity director of each school shall be responsible for determining the eligibility of any student who wishes to participate in any extracurricular or co-curricular activity. When the number of students allowed to participate in a team or club must be limited, each supervisor/coach shall be responsible for determining which candidates will become members of that team or club. The District may require a level of skill or ability of a student in order for the student to participate in a selective or competitive program or activity, and assures that selection or competition criteria are not discriminatory. The District makes reasonable modifications to its practices or procedures whenever such modifications are necessary to ensure equal opportunity, unless the District can demonstrate that the requested modification would constitute a fundamental alteration of the nature of the extracurricular activity.

Student eligibility for participation in NSAA sanctioned activities in grades 9-12 may be limited to specific NSAA requirements. District representatives to any NSAA governing body are encouraged to advocate

for changes in these requirements, which will allow equitable levels of eligibility and participation in activities for all students attending Nebraska Schools.

Each athletic/activity director is responsible for annually communicating the current NSAA eligibility standards to parent(s)/guardian(s), students and coaches/sponsors; to monitor students' eligibility status in such programs throughout the school year; and to take necessary actions when students are determined ineligible for such participation. Outlines of requirements for eligibility in NSAA sanctioned activities shall be printed in the student handbook and activities handbook.

Series Name: 6000 - Instruction

Topic: 6400 - Instructional Materials

Policy: 6401 School Libraries

Definitions. As used in this policy,

- A. "Parent" means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- B. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

The District recognizes that school libraries play a vital role in the education process by providing access to a variety of resources. The District is committed to providing school libraries with up-to-date fiction and non-fiction books, reference materials and electronic information resources necessary to support highly effective educational programs, promote literacy, reading for pleasure and enable students to achieve academic success and become lifelong learners.

Selection and Deselection Procedures. The Board of Education shall delegate to the Superintendent the authority and responsibility for selection and deselection procedures and maintenance of all print and non-print materials. The Superintendent, working with administrators and school librarians, is responsible for developing criteria for the selection of books and materials to be provided in district school libraries. Responsibility for the selection of library materials is delegated to the professional library staff through the principal. School librarians shall evaluate materials in accordance with law, Board policy, administrative procedure and using professional selection aids and standards.

Catalog of Library Books. The superintendent or designee shall create and maintain a catalog of all books in the school district's library, categorized by school building, that shall be accessible by a Parent.

Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent's student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by ~~the means of a website~~, District's ~~parent portal~~ application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

Procedure 6401

Selection, Maintenance, and Deselection

Library materials are those that include, but are not limited to, print, non-print, periodicals, online databases, digital and multimedia resources, supplies and equipment that are critical to the support and

enhancement of the curriculum and educational programs. These materials are housed in and accessed through the library for use by the entire learning community of the school. Library materials acquisition shall, at a minimum, follow Nebraska Department of Education, Rule 10 guidelines. Challenges regarding the appropriateness of library materials shall be addressed using the District's procedures for complaints regarding instructional materials.

The Board of Education recognizes the Library Bill of Rights, as drawn by the American Library Association, as applicable to the Papillion La Vista School District and the District shall:

1. provide materials that will enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the pupils served;
2. provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards;
3. provide background information that will enable pupils to make intelligent judgments in their daily lives;
4. provide materials that represent multiple viewpoints and/or perspectives of controversial issues;
5. provide materials representative of the many religious, ethnic and cultural groups;
6. place principle above personal opinion and reason above prejudice in the selection of materials of the highest quality, to assure a comprehensive collection appropriate for the users of the library.

C. Selection Procedures

- In selecting materials, staff will evaluate available resources and curriculum needs and will consult reputable and appropriate resources. The actual resource will be examined whenever possible.
- The selection process shall invite recommendations from administrators, teachers, other staff, parent(s)/guardians and students as appropriate.
- Requests and suggestions for the purchase of instructional materials shall be gathered from staff and students to the greatest extent possible (see Appendix A).
- Reviews of proposed acquisitions will be sought in the literature of reputable professional organizations and other reviewing sources recognized for their objectivity and wide experience.
- Gift materials shall be judged by the selection criteria and shall be accepted or rejected by those criteria.

Criteria

educational significance	high artistic quality and/or literary style
contribution the subject matter makes to the curriculum and to the interests of the students	quality and variety of format
favorable reviews and awards found in standard selection sources	value commensurate with cost and/or need
favorable recommendations based on preview and examination of materials by professional personnel	timeliness or permanence
reputation and significance of the author, producer and publisher	integrity
validity, currency and appropriateness of material	interest levels
contribution the material makes to breadth of representative viewpoints on controversial issues	reading levels

high degree of potential user appeal	
--------------------------------------	--

Resources

AASA Science Books and Film	Booklist
Bulletin of the Center for Children's Books	Horn Book
Kirkus Reviews	School Library Journal
Movie Licensing USA: K-12 Schools	American Library Association

D. Maintenance and Deselection Procedures

- Library materials should be continually reevaluated in relation to evolving curricula, new formats and materials, changing instructional methods, and the needs of students and teachers in order to provide the best selection to patrons.
- It is recommended that most libraries have planned obsolescence of the existing collection that corresponds with the approximate number of new selections purchased during that same year. The deselection of materials shall be the decision of the school librarian based on his or her best judgment and knowledge of the current building collection. The following criteria are provided to assist school librarians in making deselection decisions:

Criteria

poor physical condition	lack of circulation (in the last three-to-five years)
outdated in content, use, or accuracy	some older material may be considered classic or may be of great historical value to your collection
contain biased information or portray stereotypes	mediocre or poor in quality
inappropriate in reading level and/or interest level	contain duplicate information which is no longer in heavy demand
superseded by new or revised information	outdated and/or unattractive in format, design, graphics, and illustrations

School Libraries District-Wide Plan

The District's school libraries and school librarians shall provide:

1. Instruction that enables students, staff and the community to become proficient users of library resources.
2. A collection of materials and resources that support curriculum and user needs and interests.
3. A process to continuously re-evaluate library materials in relation to evolving curricula, new formats of materials, new instructional methods and changing the needs of students and teachers and remove or replace materials that contain obsolete information, are no longer appropriate, or that are lost or worn.
4. Information to teachers and administrators regarding sources and availability of instructional materials that will support the delivery of district approved curriculum.
5. Opportunities for school librarians, in cooperation with classroom teachers, to develop and deliver instructional units and activities using library resources.
6. Assistance to teachers and students in the evaluation, selection, production and uses of instructional materials.
7. Assistance to teachers, administrators, and other school staff members in becoming knowledgeable about appropriate uses of library services, instructional materials, technology-based systems and equipment.
8. Information and assistance to students, teachers and administrators concerning copyright law and fair use guidelines and academic integrity through the ethical use of library resources.
9. A collaborative learning environment where the school librarians function as an instructional partner and information specialist with classroom teachers and administrators, to develop

students' information and technology skills, helping all students meet the content standards and indicators in all subject areas.

10. Library services and resources for students and teachers during the entire school day.

**Papillion La Vista Community Schools
Instructional Materials Approval Form**

School: _____

Teacher/Class: _____

Title: _____

Format: _____

- Book
- Audiobook
- Digital/Web-Based Resource
- Other: _____

1. Recommend for use in the following subjects: _____

2. Grade levels for which this material is appropriate: _____

3. The instructional resource will support the curriculum in the following way: _____

4. Does the resource contain objectionable material? Yes No If yes, explain below:

5. Please attach/include professional reviews supporting this instructional material for educational purposes.

Staff Previewed by: _____ Date: _____

Administrative Approval: _____ Date: _____

* This form should be filled out for instructional materials not previously purchased/owned by the District.

Series Name: 6000 - Instruction

Topic: 6400 - Instructional Materials

Policy: 6405 Controversial Issues & Curriculum Reconsideration

A comprehensive educational program will involve the study of ideas that some individuals may consider controversial for political, economic, moral or social reasons.

The Board deems anything *controversial* that includes any item from any content area that is an instructional material or library resource that a PLCS parent/guardian/patron asks to be reconsidered for removal from the school program or taught with a different emphasis.

Each building principal carries overall responsibility for the administration of board policy regarding controversial materials or issues that may be addressed by their staff. The principal should attempt to foresee controversy, direct and advise teachers in the handling of controversial materials or issues, and support them when sound professional judgment dictates that the controversial issue or material be addressed by students. When appropriate, the principal will attempt to enlist the support and understanding of their school's parents when controversial issues or materials are placed before students.

The individual teacher remains responsible for the presentation of controversial issues or materials within his/her classroom. Such issues should be presented free of bias or prejudice. If in doubt about the handling of specific issues, the teacher should consult with the principal. Both should feel free to consult with other staff and administrators whose advice may be of value. Differences in educational judgment should be referred to the Assistant Superintendent for Curriculum and Instruction.

When deciding whether a controversial issue or material should be studied, the decision should be based on (1) the maturity and the competence of the students involved, (2) the competence of the instructor to deal with the material or subject, (3) whether necessary materials are available to ensure that all sides of the issue are studied, and (4) whether the issue or material will contribute to the student's intellectual growth or merely inject sensationalism into the classroom. Laymen may present views on controversial subjects to a class through invitation from the teacher and principal.

Parent(s)/guardian(s) of a current PLCS student may sometimes have serious objections to the educational materials or issues presented to their student(s). The Superintendent is responsible for instructing the staff in the handling of parent/guardian complaints and formulating a complaint and appeal procedure for use by those parent(s)/guardian(s) who seek a reconsideration of the educational selections made by the District. This includes encouraging the parent/guardian to utilize the ability to opt-out of any objectionable material. PLCS Parent(s)/guardian(s) shall have the right of appeal all the way to the Board of Education.

PLCS patrons that are not parents/guardians of currently enrolled students may share the details of their concern with the Assistant Superintendent of Curriculum and Instruction.

Procedure 6405

Complaint Procedure for Controversial Education Materials

Occasionally, despite the care taken to select appropriate materials, objections to educational materials do occur. Upon any complaint, the procedure is as follows:

- A. The principal and/or teacher shall meet with the parent(s)/guardian(s) and discuss the complaint in light of:
 1. Relevant school district philosophy and state rules and regulations.
 2. Relevant Board of Educational materials selection policies and procedures.
 3. The use/value of the materials and relevance to curriculum.
- B. If a parent(s)/guardian(s) wish that their child not use a certain material, the principal shall meet with the teacher and parent(s)/guardian(s) to work out an alternative. If that is not feasible, the Assistant Superintendent for Curriculum and Instruction or assignee may meet with all involved to reach a solution. Parent(s)/guardian(s) have the right to request that their child be excused from educational activities that conflict with parent(s)/guardian(s) sincerely held religious beliefs/values.
- C. No parent(s)/guardian(s) has the right to determine the educational material used for students other than their own children.
- D. If the parent/guardian wishes to continue with the complaint, the principal will provide a "Request for Reconsideration of Educational Material" form. This form is to be returned to the principal or District Curriculum Office.
- E. Upon receipt of a "Request for Reconsideration of Educational Material" form, the principal shall send the form to the Assistant Superintendent for Curriculum and Instruction.
- F. If the complainant is not a current parent or guardian of a student that has access to the material, the complainant can share the written details of their concern directly with the Assistant Superintendent of Curriculum and Instruction.
- G. The Assistant Superintendent for Curriculum and Instruction or assignee shall contact the complainant to review the complaint and see if the problem can be resolved. If the complaint is not resolved, the Assistant Superintendent will determine the essence of the complaint and at what level the complaint should be addressed – classroom, building, or district level, and next steps.
- H. The Assistant Superintendent for Curriculum and Instruction shall appoint a review committee that will include the appropriate staff to address the issue (as appropriate for grade level of material). This may include the following:
 1. Teacher
 2. Administrator
 3. Two Parent(s)/guardian(s)
 4. School Librarian
 5. A leader shall be appointed, and the committee shall meet.
- I. The Review Committee shall:
 1. Review the complaint.
 2. Receive written or verbal input from the complainant or other parties they deem appropriate.
 3. Consider any relevant aspects of district philosophy, beliefs, laws, rules, regulations or procedures.
 4. Consider the use of the material and its relevance based on the material as a whole rather than on passages or sections taken out of context.

5. Complete a written report including their finding and recommendation to the Assistant Superintendent for Curriculum and Instruction.
 6. An individual can only have one reconsideration form submitted for review at a time.
- J. The Assistant Superintendent for Curriculum and Instruction shall consider the recommendation, determine a decision and respond in writing to the complainant.
- K. If the complainant wishes to appeal the decision, a letter would need to be sent to the Superintendent within 10 days (from the written response being sent) so requesting. The Superintendent would respond to the complainant with the final decision.
- L. If the complainant wishes to appeal the decision, a letter would need to be sent to the Superintendent within 10 days so requesting. The complaint would then proceed to the BOE Americanism Sub-committee for final decision and evaluation of the process to determine if policy was followed. Add a clarification that the BOE will determine if policy was followed.

Procedure 6405: APPENDIX B
REQUEST FOR RECONSIDERATION OF EDUCATIONAL MATERIAL

Author _____ Hardbound _____

Title _____ Paperback _____

Publisher _____ Nonprint _____

Request initiated by _____

Telephone _____ Address _____

City _____ Zip Code _____

School _____

Complainant Represents:

- Parent/guardian or patron (circle one)
- (Organization or group-please describe) _____

1. How did this work come to your attention?

2. To what in the work do you object? Please be specific; cite pages.

2. Do you see anything of value or positive in this work?

3. What do you feel might be the result of using this work?

4. As you read the entire work, what was your overall perception of value for any students or within our community?

5. What do you believe is the theme or purpose of this work with students?

6. What do you recommend that your school do with this work in its entirety?

Signature of Complainant

Date

Subject: Review Policy 7000 Series- Construction

Meeting Date: July 27, 2026

Prior Meeting Discussion Date:

Department: Business Services

Action Desired: Approval_____Discussion_____Information Only___X___

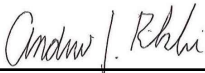
Background:

Board Policy 7000 - Construction is due for the annual review. Based upon the review of this policy, if there would be recommended revisions, discussion would be held at the August 10, 2026, board meeting. Any changes would be acted on at the August 24, 2026, meeting of the Board.

Recommendation: Direct suggested changes to 7000 Board Policies to Brett Richards.

Responsible Person: Brett Richards

Superintendent's Approval_____



Signature

RETURN TO AGENDA

Subject: Proposed Clerical Agreement 2026-2028

Meeting Date: July 27, 2026

Prior Meeting Discussion Date: HR Board Subcommittee meetings: June 17, 2026 & July 23, 2026

Department: Human Resources

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

Background:

Local 226 Clerical members voted to ratify the proposed two-year master contract on Tuesday, July 21, 2026.

Provisions of the contract include:

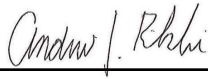
- Two-year contract for 2026-27 and 2027-28 beginning on September 1
- 3.5% Total Package increase for 2026-27
- 2026-27: Pay rate is 2025-26 rate plus 3.1%
- 2027-28: 2026-27 rate plus 1.62%
- For newly hired clerical staff, base wages will be as follows for 2026-27 & 2027-28:

Receptionist and General Clerical	\$18.25
Secretary	\$18.50
Administrative Assistant	\$18.90
- Insurance coverage remains the same
- Reflects NPERS Employer Contribution of 7.32%
- Bereavement change to 10 days for spouse, child, domestic partner
- Clarification of spring paid vacation day

Recommendation:

Responsible Person: Dr. Kati Settles/Ms. Lisa Wood

Superintendent's Approval _____



Signature

RETURN TO AGENDA

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

THIS AGREEMENT, made and entered into the day of ~~August 10~~~~June 24~~, 2026~~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 the spring 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 or repayment will be sought.

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. ¶¶~~

Absence from work will be allowed so that the employee may have consecutive workdays

following the death of a relative without loss of pay following these parameters:

<u>Days</u>	<u>Relationship</u>	<u>Definitions which apply</u>
<u>Up to 10 consecutive days</u>	<u>Employee's spouse, domestic partner, or child</u>	<u>-Domestic partner has shared the same residence with the employee for at least the prior 3 months and has the current intent of doing so indefinitely.</u> <u>-“Child” is the employee's biological child, adopted child, foster child, stepchild, or legal ward</u>
<u>Up to 5 consecutive days</u>	<u>Employee's parent, brother, sister, grandchild, mother-in-law, father-in-law, or any other individual who is a permanent resident in the employee's home.</u>	<u>Permanent resident must have resided in the employee's home for at least ninety (90) days immediately preceding the individual's death.</u>
<u>Up to 3 consecutive days</u>	<u>Employee's grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, nephew, niece, aunt, uncle, or grandparent-in-law.</u>	<u>To be used for the purpose of attending the funeral services for the family member</u>

Additional absences will be considered under the Accumulated Leave of this Agreement. For family members not listed in this chart, personal leave is appropriate to attend the funeral services.

If leave cannot be arranged to be consecutive, approval must be given by the supervisor with direction from the Assistant Superintendent of Human Resources. Leave will not be allowed to be spread out over an unreasonable extended period of time.

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, ~~2026~~2025 may be used during the ~~2026-27~~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 2025-26 ~~4-25~~ pay rate plus 3.1% ~~4.2%~~ for 2026-27; and for the 2027-~~28~~ ~~5-26~~ school year they will be paid at their 2026-~~27~~ ~~5-26~~ rate plus 1.62% ~~\$0.3570~~. For 2026-~~27~~ ~~4-25~~ and 2027-~~28~~ ~~5-26~~, the new rate will begin on the first day of September.

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

	<u>2026-27 & 2027-28 4-25</u>
Receptionist and General Clerical	\$18.25 \$18.09
Secretary	\$18.50 \$18.34
Administrative Assistant	\$18.90 \$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 1st day of September, ~~2026~~2024, to and including the 31st day of August, ~~2028~~2026.

Witness Whereof the parties hereto have hereunder caused this instrument to be executed on the ~~27~~24th day of ~~July, 2026~~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: Proposed Paraprofessional Agreement 2026-2028

Meeting Date: July 27, 2026

Prior Meeting Discussion Date: HR Board Subcommittee meetings: June 17, 2026 & July 23, 2026

Department: Human Resources

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

Background:

Local 226 Paraprofessional members voted to ratify the proposed two-year master contract on Tuesday, July 21, 2026.

Provisions of the contract include:

- Two-year contract for 2026-27 and 2027-28 beginning on August 1
- Bereavement change to 10 days for spouse, child, domestic partner
- Reflects NPERS Employer Contribution of 7.32%
- 3.5% Total Package increase for 2026-27

NEW STARTING BASE WAGES

Category of Paraprofessional	2026-27 Starting Rate	2027-28 Starting Rate
EL & Title I Instructional Paraprofessionals	\$16.79	\$16.82
Non-Title Instructional Paraprofessionals	\$16.29	\$16.32
Health Paraprofessionals	\$17.93	\$18.04
Van Rider	\$16.99	\$17.02
Special Education, ISS, & Preschool Paraprofessionals	\$17.78	\$17.96
*Although rarely used, a Secondary Instructional Special Education Paraprofessional will be paid at a rate of \$0.20 above an Instructional Para		

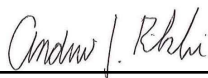
RETURNING PARAPROFESSIONALS WAGES INCREASE

Category of Paraprofessional	2026-27 Wage Increase	2027-28 Wage Increase
EL & Title I Instructional Paraprofessionals	\$0.72	\$0.28
Non-Title Instructional Paraprofessionals	\$0.72	\$0.28
Health Paraprofessionals	\$0.85	\$0.36
Van Rider	\$0.67	\$0.28
Special Education, ISS, & Preschool Paraprofessionals	\$0.96	\$0.43

Recommendation:

Responsible Person: Dr. Kati Settles/Ms. Lisa Wood

Superintendent's Approval _____


Signature

RETURN TO AGENDA

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

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

**ARTICLE 1
RECOGNITION**

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

**ARTICLE 2
MANAGEMENT**

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

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

Payroll deductions will be allowed for TSA's and Union dues subject to rules and regulations set forth by Board Policy.

The Board and the members of the Union agree that there shall be no ~~discrimination~~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.~~

Absence from work will be allowed so that the employee may have consecutive workdays following the death of a relative without loss of pay following these parameters:

<u>Days</u>	<u>Relationship</u>	<u>Definitions which apply</u>
<u>Up to 10 consecutive days</u>	<u>Employee's spouse, domestic partner, or child</u>	<u>-Domestic partner has shared the same residence with the employee for at least the prior 3 months and has the current intent of doing so indefinitely.</u> <u>-“Child” is the employee's biological child, adopted child, foster child, stepchild, or legal ward</u>
<u>Up to 5 consecutive days</u>	<u>Employee's parent, brother, sister, grandchild, mother-in-law, father-in-law, or any other individual who is a permanent resident in the employee's home.</u>	<u>Permanent resident must have resided in the employee's home for at least ninety (90) days immediately preceding the individual's death.</u>
<u>Up to 3 consecutive days</u>	<u>Employee's grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, nephew, niece, aunt, uncle, or grandparent-in-law.</u>	<u>To be used for the purpose of attending the funeral services for the family member</u>

Additional absences will be considered under the Accumulated Leave of this Agreement. For family members not listed in this chart, personal leave is appropriate to attend the funeral services.

If leave cannot be arranged to be consecutive, approval must be given by the supervisor with direction from the Assistant Superintendent of Human Resources. Leave will not be allowed to be spread out over an unreasonable extended period of time.

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) than 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, 2026~~2023~~ may be used during the 2026-2027~~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**

Category of Paraprofessional	2026-27 24-25 Starting Rate	2027-28 25-26 Starting Rate
EL & Title I Instructional Paraprofessionals	\$16.79 42	\$16.82 32
Non-Title Instructional Paraprofessionals	\$16.29 15.62	\$16.32 5.82
Health Paraprofessionals	\$17.93 00	\$18.04 7.33
Van Rider	\$16.99 42	\$17.02 6.57
Special Education, ISS, & Preschool Paraprofessionals	\$17.78 6.67	\$17.96 .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:

Category of Paraprofessional	2026-27 4-25 Wage Increase	2027-28 5-26 Wage Increase
EL & Title I Instructional Paraprofessionals	\$0.72 45	\$0.28 45
Non-Title Instructional Paraprofessionals	\$0.72 45	\$0.28 45
Health Paraprofessionals	\$0.85 58	\$0.36 58
Van Rider	\$0.67 40	\$0.28 \$0.40
Special Education, ISS, & Preschool Paraprofessionals	\$0.96 65	\$0.43 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 1st day of August, ~~2026~~~~2024~~ to and including the 31st day of July, ~~2028~~~~2026~~.

Witness Whereof the parties hereto have hereunder caused this instrument to be executed on the ~~27th~~~~24th~~ day of ~~July, 2026~~~~June, 2024~~.

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 226, Nebraska AFL-CIO

SCHOOL DISTRICT 27,
SARPY COUNTY

BY_____

BY_____