

Agenda for the Board of Education Meeting
Following the Student Fees Hearing
July 13, 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. Reports
 - 1. Superintendent’s Report
 - 2. Board Member Reports
- B. 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. Bills & Finance
 - 3. Out-of-State Travel
 - 4. Personnel
 - 5. Wellness Policy Hearing and Board Meeting Minutes of June 22, 2026
- B. Papillion Police Department LeoSight Integration (General Operations)
- C. Review Policy 5000 - Students (General Operations)

IV. Discussion/Information Items

- A. Print Shop Sale (General Operations)
- B. Legislative Policy Updates, Summer 2026 (General Operations)

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

July 27, 2026
August 10, 2026

Board of Education Meeting @ 6:00 p.m. - Central Office
All Staff Kickoff @ The Astro Theater

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 SCHOOL DISTRICT
BUILDING/CONSTRUCTION BILL LISTING
JULY 2026**

A&D TECHNICAL SUPPLY	\$	195.00
ALL MAKES OFFICE EQUIPMENT	\$	5,430.00
ALVINE AND ASSOCIATES	\$	16,685.00
BERINGER CIACCIO DENNELL MABREY	\$	93,058.46
BOCKMANN LLC	\$	77,196.86
BOYD JONES CONSTRUCTION	\$	1,298,875.42
CROUCH RECREATION DESIGN	\$	7,117.00
DOSTALS CONSTRUCTION CO	\$	66,795.50
EAKES OFFICE SOLUTIONS	\$	2,310.00
FLOORS INC	\$	15,843.00
GENESIS CONTRACTING GROUP	\$	150,030.00
LAMP RYNEARSON & ASSOC	\$	21,900.00
MECHANICAL SALES INC	\$	22,245.00
NEMAHA SPORTS CONSTRUCTION	\$	162,351.13
PALADIN TECHNOLOGIES USA	\$	38,127.15
PRIME SECURED	\$	90,790.08
SAMPSON CONSTRUCTION	\$	2,265,177.36
SID NO 376 OF SARPY COUNTY NE	\$	199,814.76
SPORTS FACILITY MAINTENANCE	\$	4,000.00
THIELE GEOTECH INC	\$	311.00
ZONE COVERAGE IRRIGATION	\$	29,650.00
		\$4,567,902.72

PAPILLION-LA VISTA SCHOOL DISTRICT #27
DISBURSEMENT REPORT
JUNE 2026

PAYROLL

Net Payroll Expense	\$	6,199,361.29
P/R Taxes	\$	2,093,502.20
Retirement ACH	\$	1,298,908.35
HSA Transfer	\$	41,493.30

Payroll Expenses	\$	9,633,265.14

ACCOUNTS PAYABLE

Vendor Checks	\$	4,272,463.43
Mileage/Reimbursements paid to Staff	\$	7,176.45

Total Accounts Payable Checks	\$	4,279,639.88

TOTAL GENERAL FUND	\$	13,912,905.02
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RETURN TO AGENDA

Check Number	Check Date	Payee	Amount
165617	06/30/2026	BLICK ART MATERIALS LLC	\$20.07
165616	06/30/2026	SAUER, JULEE RENEE	\$72.65
165615	06/30/2026	VPU FAYETTEVILLE LLC	\$9,650.30
165614	06/30/2026	UNITED PARCEL SERVICE INC.	\$49.14
165613	06/30/2026	TOBII DYNAVOK LLC	\$597.00
165612	06/30/2026	LESSONPIX INC	\$2,448.00
165611	06/30/2026	GRAINGER	\$1,122.64
165610	06/30/2026	FIRST STUDENT	\$39,303.24
165609	06/30/2026	B&H PHOTO & ELECTRONICS CORP	\$187.40
165608	06/30/2026	AMBA	\$1,358.00
165607	06/30/2026	AMAZON CAPITAL SERVICES	\$1,891.76
165606	06/29/2026	VARSITY BRANDS HOLDING CO, INC	\$4,000.00
165605	06/29/2026	SHERWIN WILLIAMS	\$50.15
165604	06/29/2026	OMEGA LABS INC	\$149.97
165603	06/29/2026	NOTABLE INCORPORATED	\$894.00
165602	06/29/2026	NACIA	\$160.00
165601	06/29/2026	WORLD BOOK INC	\$8,927.37
165600	06/29/2026	WEST OMAHA WINSUPPLY CO.	\$559.50
165599	06/29/2026	O'REILLY AUTOMOTIVE STORES, INC.	\$95.91
165598	06/29/2026	MENARD INC	\$63.49
165597	06/29/2026	HATCHER MOBILE SERVICES LLC	\$311.72
165596	06/29/2026	FILTER SHOP	\$235.96
165595	06/29/2026	FACILITY ADVOCATES, LLC	\$516.25
165594	06/29/2026	EVERWAY LLC	\$4,575.00
165593	06/29/2026	ECHO ELECTRIC	\$80.94
165592	06/29/2026	DIGITAL ASSETS LLC	\$16,041.00
165591	06/29/2026	D&M ROSS LLC PAPILLION AUTO SERVICE	\$5,425.44
165590	06/29/2026	BARTON SOLVENTS INCORPORATED	\$3,612.34
165589	06/29/2026	ARCADIA CONSTRUCTION INC	\$975.00
165588	06/29/2026	AMAZON CAPITAL SERVICES	\$3,564.35
165587	06/29/2026	ZENABOU ZOROME	\$401.70
165586	06/29/2026	WHITNEY JENKINS	\$832.36
165585	06/29/2026	VANESSA HARGENS	\$875.16
165584	06/29/2026	TERESA PEREZ	\$853.10
165583	06/29/2026	TAYLOR WIECH	\$866.58
165582	06/29/2026	STEPHANIE PATTERSON	\$2,192.23
165581	06/29/2026	STELLA DILLON	\$2,349.87
165580	06/29/2026	SKYLER GARCIA	\$330.56
165579	06/29/2026	SHELLY GOMEZ	\$607.51
165578	06/29/2026	SHARON BRITAIN	\$1,857.62
165577	06/29/2026	SCOTT PARKER	\$550.65
165576	06/29/2026	SARAH BRADBURY	\$133.62
165575	06/29/2026	SARA MAHAN	\$631.70
165574	06/29/2026	SANCHEZ, GLORIA	\$1,109.75
165573	06/29/2026	RYAN SWOBODA	\$1,203.96
165572	06/29/2026	RYAN KAUFMAN	\$2,285.27
165571	06/29/2026	REGINALD DEES	\$882.22

165570	06/29/2026	REBEKAH GRANTHAM	\$659.98
165569	06/29/2026	REBECCA RIDGE	\$855.90
165568	06/29/2026	REBECCA GILSON	\$1,017.74
165567	06/29/2026	REBECCA ALBRECHT	\$997.51
165566	06/29/2026	PALMISANO, MELISA ANN	\$1,223.47
165565	06/29/2026	O'BRIEN, JOHANNA ELAYNE	\$998.13
165564	06/29/2026	NYABOUONY NAPO	\$208.76
165563	06/29/2026	NICOLE PALMER	\$1,610.99
165562	06/29/2026	NICOLE BORGELT	\$151.70
165561	06/29/2026	NATHAN BUDDEN	\$1,503.67
165560	06/29/2026	NATALIE HERNANDEZ	\$244.15
165559	06/29/2026	MONICA SIROLA	\$2,239.31
165558	06/29/2026	MONICA GOULD	\$1,499.86
165557	06/29/2026	MIRIAH & MICHAEL BOLDT	\$2,067.56
165556	06/29/2026	MIKAYLA NICHOLSON	\$746.28
165555	06/29/2026	MELISSA BENAK	\$1,409.09
165554	06/29/2026	MEGAN SWEANEY	\$227.98
165553	06/29/2026	MEGAN SCOTT	\$585.80
165552	06/29/2026	MARLENY FRANCISCO	\$501.33
165551	06/29/2026	MARIAH RHOADES - ESPINOZA	\$257.99
165550	06/29/2026	MANDI REINDERS	\$494.84
165549	06/29/2026	MAEVE KELLEY	\$401.78
165548	06/29/2026	MADISON GORSUCH	\$979.52
165547	06/29/2026	LORA BOHNENKAMP	\$1,308.86
165546	06/29/2026	LOGAN VERBECK	\$2,502.85
165545	06/29/2026	LISA FARLEY	\$935.52
165544	06/29/2026	LINDSEY SHANK	\$736.14
165543	06/29/2026	LETICIA NDONG	\$426.62
165542	06/29/2026	LETICIA LOPEZ	\$97.02
165541	06/29/2026	LAKIESHA BELL	\$470.02
165540	06/29/2026	LACY ZIEMBA	\$407.96
165539	06/29/2026	KRISTINA CURPHEY	\$965.69
165538	06/29/2026	KORY AND SHANA MAZUR	\$645.83
165537	06/29/2026	KIM WEAVER	\$946.73
165536	06/29/2026	KENDRA GREEN	\$533.88
165535	06/29/2026	KENDRA DIBERT	\$896.90
165534	06/29/2026	KAYLA GREENWELL	\$1,103.25
165533	06/29/2026	KATIE MARES	\$574.35
165532	06/29/2026	KATIE KELLER	\$489.82
165531	06/29/2026	KATIE HONEYCUTT	\$815.05
165530	06/29/2026	KATHERINE HERNANDEZ	\$82.71
165529	06/29/2026	KARIME RIOS	\$48.77
165528	06/29/2026	KARI RENEE REPAAL	\$1,152.07
165527	06/29/2026	KARA CLARK-MCCOY	\$512.12
165526	06/29/2026	KANDALYDIA DOMINGUEZ	\$82.90
165525	06/29/2026	JUSTIN DELAROSA	\$2,517.51
165524	06/29/2026	JULIE BROOD	\$946.34

165523	06/29/2026	JOSEPH BEAUDOIN	\$1,312.85
165522	06/29/2026	JOHNTAYE TERRELL	\$143.23
165521	06/29/2026	JOHNNY GORUM	\$304.81
165520	06/29/2026	JIMENA MONTERRAT REYES RODRIGUEZ	\$1,098.82
165519	06/29/2026	JESSICA PAYNE	\$715.08
165518	06/29/2026	JESSICA HOLLENBACH	\$544.77
165517	06/29/2026	JESSE ARRELLIN	\$103.47
165516	06/29/2026	JENNIFER FITL	\$663.23
165515	06/29/2026	JAY AXELROD	\$639.54
165514	06/29/2026	JASMINE LONG	\$273.27
165513	06/29/2026	JANAE BRAGG	\$573.41
165512	06/29/2026	JAMES BROADWAY	\$986.73
165511	06/29/2026	IRENE TOUGOMA	\$591.83
165510	06/29/2026	IDA FLEMING	\$961.23
165509	06/29/2026	HOFFMAN, BRITTANY ALLYN	\$1,153.75
165508	06/29/2026	HEATHER FRANCO	\$762.50
165507	06/29/2026	HEATHER & JOSEPH CLAVETTE	\$779.68
165506	06/29/2026	HAYLEE TATUM	\$2,432.15
165505	06/29/2026	HALEY BROWN	\$1,417.88
165504	06/29/2026	GEOFF HANSON	\$1,070.38
165503	06/29/2026	ERICA GARCIA	\$729.53
165502	06/29/2026	ERICA CLARK	\$746.10
165501	06/29/2026	EMILY BENGFORD	\$1,132.48
165500	06/29/2026	ELIZABETH REATH	\$434.78
165499	06/29/2026	ELIZABETH BISSEN	\$1,695.95
165498	06/29/2026	DAWN GODEJOHN	\$731.40
165497	06/29/2026	DAWN GIESSINGER	\$842.99
165496	06/29/2026	CORY MONJAREZ	\$6,370.63
165495	06/29/2026	COLE, ALICIA M	\$666.50
165494	06/29/2026	CIARA CARSON	\$1,450.02
165493	06/29/2026	CHRISTINA DITMORE	\$433.58
165492	06/29/2026	CHRISTEENA BEACH	\$593.06
165491	06/29/2026	CHRIS SCHMUFF	\$2,531.78
165490	06/29/2026	CHABI, CHANTAL	\$553.88
165489	06/29/2026	CASSONDRA YOUNT	\$439.59
165488	06/29/2026	CASANDRA POTTER	\$207.15
165487	06/29/2026	CAMMIE BALTZ	\$599.68
165486	06/29/2026	BRIAN BURKEN	\$191.91
165485	06/29/2026	BIANCA ESTELA ROJAS	\$651.16
165484	06/29/2026	BEATRIZ RODRIGUEZ	\$465.13
165483	06/29/2026	ASHLEY ROBERTS	\$200.59
165482	06/29/2026	ASHLEY RATAY	\$1,911.11
165481	06/29/2026	ANNA NIGHTSER	\$1,660.65
165480	06/29/2026	ANDREA KOENIG	\$857.95
165479	06/29/2026	AMANDA CAMERON	\$705.66
165478	06/29/2026	ALYSSA EMSICK	\$926.82
165477	06/29/2026	ALONDRA RESENDIZ	\$309.65

165476	06/29/2026	ALLYSON AND TREK KECK	\$1,355.54
165475	06/29/2026	ALISHA TAYLOR	\$440.39
165474	06/29/2026	ALICIA SWAIN	\$169.85
165473	06/29/2026	ADRIANA HERNANDEZ	\$1,201.06
165427	06/29/2026	PROJECT LEAD THE WAY INC	\$10,302.75
165426	06/29/2026	PIONEER VALLEY EDUCATIONAL PRESS	\$3,652.00
165425	06/29/2026	PAPILLION LA VISTA COMMUNITY SCHOOL	\$4,779.00
165424	06/29/2026	NIPPON SANSO MATHESON INC	\$41.64
165423	06/29/2026	NE COUNCIL OF SCHOOL ADMINISTRATORS	\$635.00
165422	06/29/2026	METROPOLITAN UTILITIES DISTRICT	\$1,151.61
165421	06/29/2026	LEARNING A-Z	\$943.43
165420	06/29/2026	LAKESHORE LEARNING MATERIALS	\$236.47
165419	06/29/2026	KEARNEY HOSPITALITY INC	\$434.85
165418	06/29/2026	JM HOSPITALITY	\$464.85
165417	06/29/2026	FIRST STUDENT	\$471.90
165416	06/29/2026	DIETZE MUSIC INC	\$525.40
165415	06/29/2026	CITY OF LA VISTA	\$60,543.86
165414	06/29/2026	AMAZON CAPITAL SERVICES	\$1,276.87
165413	06/25/2026	BRIANA ABULGHAILTH	\$203.87
165412	06/25/2026	ROTELLAS ITALIAN BAKERY INC	\$175.42
165411	06/25/2026	NEBRASKA STAR BEEF CO LLC	\$733.05
165410	06/25/2026	HILAND DAIRY FOODS COMPANY, LLC	\$1,253.57
165409	06/25/2026	GREENBERG FRUIT COMPANY	\$363.89
165408	06/25/2026	CHEFS DEPOT INC.	\$579.30
165407	06/25/2026	WESTSIDE COMMUNITY SCHOO	\$1,260.00
165406	06/25/2026	WESTERN PSYCHOLOGICAL SERVICES WPS	\$664.40
165405	06/25/2026	WEST OMAHA WINSUPPLY CO.	\$1,414.07
165404	06/25/2026	WEEDER'S INC	\$7,525.00
165403	06/25/2026	UNIVERSITY OF NEBRASKA MEDICAL CENTER	\$39,430.00
165402	06/25/2026	ULINE INC	\$138.60
165401	06/25/2026	TRANE U.S. INC	\$1,776.59
165400	06/25/2026	TAESE/USU	\$2,100.00
165399	06/25/2026	SUN VALLEY LANDSCAPING	\$12,724.07
165398	06/25/2026	SITEONE LANDSCAPE SUPPLY HOLDING LL	\$1,436.72
165397	06/25/2026	SCHOOL SPECIALTY, LLC NASCO EDUCATION	\$849.64
165396	06/25/2026	ROSSER LAWN CARE, INC	\$27,600.00
165395	06/25/2026	PURPLE COMMUNICATIONS INC	\$298.93
165394	06/25/2026	POWERSCHOOL HOLDINGS, LLC	\$6,622.09
165393	06/25/2026	OMAHA WHOLESALE HARDWARE	\$1,554.80
165392	06/25/2026	OMAHA COMPOUND COMPANY	\$420.70
165391	06/25/2026	OFFICE DEPOT INC	\$13,131.06
165390	06/25/2026	ODEYS INC	\$3,432.00
165389	06/25/2026	O'REILLY AUTOMOTIVE STORES, INC.	\$258.14
165388	06/25/2026	NIPPON SANSO MATHESON INC	\$92.47
165387	06/25/2026	NEXT LEVEL KUSTOM INC	\$397.30
165386	06/25/2026	NEBRASKA TURF PRODUCTS	\$203.12
165385	06/25/2026	MIDWEST DISTRIBUTING CORP	\$435.06

165384	06/25/2026	MENARDS - RALSTON	\$2,403.55
165383	06/25/2026	MENARD INC	\$337.22
165382	06/25/2026	MECHANICAL, INC	\$10,512.50
165381	06/25/2026	MECHANICAL SALES PARTS INC	\$4,222.38
165380	06/25/2026	MECHANICAL SALES INC	\$8,734.45
165379	06/25/2026	MAXIM HEALTHCARE SERVICES HOLDINGS, INC	\$7,949.70
165378	06/25/2026	MAX ABILITY THERAPY SERVICES	\$336.37
165377	06/25/2026	MARTHA L PINTO	\$3,277.55
165376	06/25/2026	LATITUDE SIGNAGE + DESIGN	\$734.14
165375	06/25/2026	LANGUAGE LINE SERVICES INC	\$118.50
165374	06/25/2026	KBC, INC.	\$1,184.14
165373	06/25/2026	IOWA SCHOOL FOR THE DEAF	\$69,494.70
165372	06/25/2026	IML SECURITY SUPPLY	\$189.42
165371	06/25/2026	IDN H HOFFMAN INC	\$204.14
165370	06/25/2026	HILLYARD INC	\$815.64
165369	06/25/2026	HEARTLAND FOUNDATION - HEARTLAND SCHOC	\$20,915.00
165368	06/25/2026	HATCHER MOBILE SERVICES LLC	\$1,076.93
165367	06/25/2026	GOODWILL INDUSTRIES, INC.	\$975.00
165366	06/25/2026	GATEWAY EDUCATION HOLDINGS LLC	\$60,011.00
165365	06/25/2026	FIRST STUDENT	\$193,786.43
165364	06/25/2026	FILTER SHOP	\$6,419.03
165363	06/25/2026	FATHER FLANAGAN BOYS HOME INC	\$12,600.00
165362	06/25/2026	FACILITY ADVOCATES, LLC	\$3,459.00
165361	06/25/2026	EPS OPERATIONS LLC	\$11,764.64
165360	06/25/2026	EMS LINQ INC	\$34,145.35
165359	06/25/2026	ELECTRONIC CONTRACTING COMPANY OMAHA	\$409.50
165358	06/25/2026	EGAN SUPPLY COMPANY	\$7,339.38
165357	06/25/2026	EDUCATIONAL SERVICE UNIT #3	\$68,207.00
165356	06/25/2026	ECHO ELECTRIC	\$167.75
165355	06/25/2026	DOUGLAS J KELLEY	\$41,460.85
165354	06/25/2026	DIGITAL ASSETS LLC	\$6,280.00
165353	06/25/2026	D.M.G INC.	\$847.82
165352	06/25/2026	D&M ROSS LLC PAPILLION AUTO SERVICE	\$20,220.24
165351	06/25/2026	CRCC	\$26,846.61
165350	06/25/2026	CONTROL DEPOT INC	\$1,559.42
165349	06/25/2026	CONSOLIDATED ELEC DISTRIBUTORS, INC_2	\$759.49
165348	06/25/2026	CLASS INTERCOM, LLC	\$7,946.25
165347	06/25/2026	CENTRAL SALES INCORPORATED	\$534.64
165346	06/25/2026	CANTO, INC	\$12,840.00
165345	06/25/2026	CAMELOT TRANSPORTATION INC	\$40,600.00
165344	06/25/2026	BARTON SOLVENTS INCORPORATED	\$5,169.07
165343	06/25/2026	BARNES NOBLE BOOKSELLERS, INC	\$1,800.15
165342	06/25/2026	ART FX SCREEN PRINTING/EMBROIDERY	\$310.00
165341	06/25/2026	ARAMSCO INC	\$1,397.16
165340	06/25/2026	AMPLIFY EDUCATION INC	\$5,285.01
165339	06/25/2026	ACTIVE INTERNET TECHNOLOGIES LLC	\$75,698.00
165338	06/25/2026	ACTION BATTERIES	\$71.30

165337	06/25/2026	A 1 UNITED HEATING AND AC INC	\$3,650.00
165336	06/25/2026	AMAZON CAPITAL SERVICES	\$7,946.96
165335	06/25/2026	WEEDER'S INC	\$576.50
165334	06/25/2026	VARSITY BRANDS HOLDING CO. INC_4	\$217.00
165333	06/25/2026	UNITED PARCEL SERVICE INC.	\$74.34
165332	06/25/2026	THE PROPHET CORPORATION	\$2,166.72
165331	06/25/2026	STERICYCLE, INC	\$2,086.60
165330	06/25/2026	SPARTAN STORES LLC	\$124.05
165329	06/25/2026	SHERWIN WILLIAMS	\$527.29
165328	06/25/2026	SCHOOL SPECIALTY, LLC NASCO EDUCATION	\$744.30
165327	06/25/2026	ROCHESTER 100 INC	\$210.00
165326	06/25/2026	PAPILLION SANITATION	\$2,860.74
165325	06/25/2026	NIPPON SANSO MATHESON INC	\$13.95
165324	06/25/2026	NEXTCARE INC	\$475.00
165323	06/25/2026	NALCD	\$50.00
165322	06/25/2026	MIDWEST SPECIAL INSTRUMENTS CORP.	\$123.63
165321	06/25/2026	METROPOLITAN UTILITIES DISTRICT	\$5,685.04
165320	06/25/2026	MARKING REFRIGERATION INC	\$1,017.00
165319	06/25/2026	KSB SCHOOL LAW PC LLC	\$28,946.04
165318	06/25/2026	K-LOG INC	\$1,309.10
165317	06/25/2026	JOHN E FANNIN JR	\$2,686.80
165316	06/25/2026	J W PEPPER & SON INC	\$420.45
165315	06/25/2026	ISTE+ASCD	\$79.00
165314	06/25/2026	HILLYARD INC	\$5,130.93
165313	06/25/2026	HEARTLAND HOSTING LLC	\$150.00
165312	06/25/2026	FOLLETT CONTENT SOLUTIONS, LLC	\$1,904.54
165311	06/25/2026	CRISIS PREVENTION INSTITUTE INC	\$200.00
165310	06/25/2026	BOUND	\$299.00
165309	06/25/2026	BENNETT REFRIGERATION INC	\$7,550.00
165308	06/25/2026	B&H PHOTO & ELECTRONICS CORP	\$2,774.90
165307	06/25/2026	APPLE INC.	\$16,200.00
165306	06/25/2026	ALL AMERICAN SPORTS CORP	\$2,142.45
165305	06/23/2026	ALLEN, MATTHEW R	\$3,704.78
165304	06/22/2026	PINNACLE BANK - VISA	\$35,738.14
165303	06/22/2026	AMAZON CAPITAL SERVICES	\$10,549.28
165302	06/22/2026	WOODRIVER ENERGY, LLC	\$27,444.71
165301	06/22/2026	WESTLAKE HARDWARE INC	\$231.18
165300	06/22/2026	VARSITY BRANDS HOLDING CO. INC_4	\$4,825.30
165299	06/22/2026	UNITED PARCEL SERVICE INC.	\$131.22
165298	06/22/2026	ULINE INC	\$842.91
165297	06/22/2026	THE PROPHET CORPORATION	\$1,065.28
165296	06/22/2026	SOFTCHOICE CORPORATION	\$22,644.00
165295	06/22/2026	SHERWIN WILLIAMS	\$707.93
165294	06/22/2026	SCENARIO LEARNING LLC	\$3,000.00
165293	06/22/2026	RIVERSIDE ASSESSMENTS, LLC	\$1,983.86
165292	06/22/2026	RENTOKIL NORTH AMERICA INC	\$2,018.94
165291	06/22/2026	PITNEY BOWES BANK INC PURCHASE POWER	\$3,315.00

165290	06/22/2026	ONE SOURCE THE BACKGROUND CHECK CO	\$7,456.65
165289	06/22/2026	NEBRASKA SAFETY CENTER	\$100.00
165288	06/22/2026	NEBRASKA METHODISTHEALTH SYSTEM INC	\$1,560.00
165287	06/22/2026	NASCO EDUCATION LLC	\$276.00
165286	06/22/2026	METROPOLITAN UTILITIES DISTRICT	\$1,646.90
165285	06/22/2026	LINEAGE LOGISTICS HOLDINGS LLC	\$78.78
165284	06/22/2026	JOHNSON DRYWALL COMPANY INC	\$450.00
165283	06/22/2026	J&R DOOR	\$450.00
165282	06/22/2026	J J KELLER & ASSOCIATES INC	\$1,341.00
165281	06/22/2026	HD SUPPLY FACILITIES MAINTENANCE	\$550.17
165280	06/22/2026	HAUFF SPORTING GOODS	\$6,744.65
165279	06/22/2026	FIRST STUDENT	\$506.00
165278	06/22/2026	DIGITAL EXPRESS	\$4,460.00
165277	06/22/2026	DIFFIT INC	\$3,600.00
165276	06/22/2026	D & T SHIRTIFIED, LLC	\$564.00
165275	06/22/2026	CUMMINS SALES AND SERVICE	\$19.94
165274	06/22/2026	COULTER VENTURES, LLC	\$928.75
165273	06/22/2026	BLICK ART MATERIALS LLC	\$2,753.90
165272	06/22/2026	BEVELED EDGE NE LLC	\$3,374.00
165271	06/22/2026	B G PETERSON COMPANY	\$259.74
165270	06/22/2026	ATHLETICO EXCEL NEBRASKA LLC	\$780.00
165269	06/22/2026	AAA ENTERPRISES INC	\$8,317.50
165268	06/17/2026	SAM'S CLUB MC/SYNCB	\$293.49
165266	06/15/2026	CENGAGE LEARNING, INC	\$107,829.45
165265	06/12/2026	NE EXPRESSIVE ARTS THERAPY FOUNDATION	\$4,380.00
165264	06/12/2026	WALLACE PACKING LLC	\$1,530.00
165263	06/12/2026	THE BRENMAR COMPANY	\$6,005.30
165262	06/12/2026	STATE OF NEBRASKA DEPT. OF HEALTH	\$6,655.50
165261	06/12/2026	ROTELLAS ITALIAN BAKERY INC	\$126.00
165260	06/12/2026	OMAHA COMPOUND COMPANY	\$3,385.80
165259	06/12/2026	HILAND DAIRY FOODS COMPANY, LLC	\$195.67
165258	06/12/2026	GREENBERG FRUIT COMPANY	\$717.80
165257	06/12/2026	AMAZON CAPITAL SERVICES	\$21,784.69
165256	06/12/2026	WHC NE LLC	\$1,131.76
165255	06/12/2026	WEEDER'S INC	\$5,583.00
165254	06/12/2026	VAL LIMITED	\$114.40
165253	06/12/2026	UNITED SEATING AND MOBILITY, LLC	\$240.00
165252	06/12/2026	THE PROPHET CORPORATION	\$2,574.98
165251	06/12/2026	THE BOOKWORM INC	\$1,347.72
165250	06/12/2026	SUBURBAN NEWSPAPERS	\$177.08
165249	06/12/2026	STERLING COMPUTERS CORPORATION	\$2,415.00
165248	06/12/2026	SEESAW	\$1,592.25
165247	06/12/2026	SCOREVISION, LLC	\$10,800.00
165246	06/12/2026	SCHOOL HEALTH CORPORTATION	\$712.35
165245	06/12/2026	RIVER CITY TRANSFER	\$60.29
165244	06/12/2026	REHABMART ECOMMERCE SOLUTIONS, LLC	\$115.33
165243	06/12/2026	PROJECT LEAD THE WAY INC	\$5,400.00

165242	06/12/2026	POPCO INC.	\$70.00
165241	06/12/2026	PEARSON	\$740.78
165240	06/12/2026	PASCO SCIENTIFIC	\$376.50
165239	06/12/2026	PAPIO TRANSPORT SCHOOL SERVICE INC	\$36,780.00
165238	06/12/2026	PAPILLION SANITATION	\$12,280.93
165237	06/12/2026	PAPILLION LA VISTA COMMUNITY SCHOOL	\$12,701.83
165236	06/12/2026	PAPILLION FLOWER PATCH	\$238.00
165235	06/12/2026	ONE CALL CONCEPTS INC	\$29.91
165234	06/12/2026	OMAHA'S HENRY DOORLY ZOO & AQUARIUM	\$370.50
165233	06/12/2026	MJ SUPPLY	\$699.60
165232	06/12/2026	METROPOLITAN UTILITIES DISTRICT	\$1,314.91
165231	06/12/2026	LOWES HOME CENTERS INCORPORATED	\$1,781.59
165230	06/12/2026	LORI KIRSCH	\$240.00
165229	06/12/2026	LOCH, ANDREW J	\$89.46
165228	06/12/2026	LEE BHM CORP	\$132.08
165227	06/12/2026	KURT MCCLANNAN	\$180.00
165226	06/12/2026	KENDEL ENTERPRISES INC	\$315.00
165225	06/12/2026	GRAPHCOM, INC.	\$4,794.20
165224	06/12/2026	EVERYTHING BRANDED USA INC	\$2,854.00
165223	06/12/2026	DIETZE MUSIC INC	\$2,068.75
165222	06/12/2026	DEMCO INC	\$189.50
165221	06/12/2026	CONSOLIDATED ELEC DISTRIBUTORS, INC - 3E	\$133.89
165220	06/12/2026	BENIK CORPORATION	\$201.50
165219	06/12/2026	B&H PHOTO & ELECTRONICS CORP	\$540.74
165218	06/12/2026	ASI ASSOCIATES, INC.	\$861.88
165217	06/12/2026	APPLE INC.	\$687.00
165216	06/12/2026	AFP CORP.	\$200.00
165215	06/12/2026	MADISON NATIONAL LIFE	\$44,389.61
165214	06/12/2026	BLUE CROSS BLUE SHIELD OF NE	\$1,931,112.30
165213	06/12/2026	AMERITAS LIFE INSURANCE CORP	\$13,388.48
165212	06/11/2026	SARPY COUNTY JUVENILE	\$5,205.56
165211	06/11/2026	PAPILLION LA VISTA COMMUNITY SCHOOL	\$3,905.00
165210	06/11/2026	EPS OPERATIONS LLC	\$3,664.70
165209	06/11/2026	AMAZON CAPITAL SERVICES	\$1,962.68
165208	06/09/2026	DANAE CHARLESWORTH	\$230.05
165207	06/15/2026	VELOCITY INVESTMENTS LLC	\$278.83
165206	06/15/2026	UNITED WAY OF THE MIDLANDS	\$196.84
165205	06/15/2026	TSA CONSULTING GROUP-REMITTANCE	\$56,888.69
165204	06/15/2026	SEIU LOCAL 226 DUES	\$1,405.43
165203	06/15/2026	REVCO SOLUTIONS, INC-SARPY CTY	\$522.62
165202	06/15/2026	PORTFOLIO RECOVERY ASSOCIATES LLC	\$799.77
165201	06/15/2026	PINNACLE BANK	\$47,137.32
165200	06/15/2026	PAPILLION-LAVISTA FOUNDATION	\$4,047.33
165199	06/15/2026	PAPILLION LA VISTA COMMUNITY SCHOOL	\$40.00
165198	06/15/2026	NEBRASKA DEPARTMENT OF REVENUE	\$125.00
165197	06/15/2026	NCSPC-WEB	\$2,271.55
165196	06/15/2026	MIDLAND FUNDING LLC	\$43.44

165195	06/15/2026	MIDLAND CREDIT MANAGEMENT INC	\$1,081.18
165194	06/15/2026	MASTER BLASTER INC	\$1,053.26
165193	06/15/2026	CREDIT MANAGEMENT SERVICES-SARPY	\$222.25
165192	06/15/2026	CREDIT MANAGEMENT SERV-DOUGLAS CTY	\$978.59
165191	06/15/2026	CALIFORNIA STATE DISBURSEMENT UNIT	\$1,022.00
165190	06/15/2026	ASSURITY LIFE INSURANCE COMPANY	\$154.33
165189	06/15/2026	AFLAC	\$631.82
165188	06/05/2026	NEBRASKA FURNITURE MART	\$1,505.96
165187	06/05/2026	MIDWEST BUILDING GROUP L.L.C.	\$3,500.00
165186	06/05/2026	TITAN MEDICAL GROUP LLC	\$1,976.25
165185	06/05/2026	NEBRASKA HOSA_2	\$435.00
165184	06/05/2026	DIVISION FOR EARLY CHILDHOOD OF THE COUN	\$1,091.00
165183	06/05/2026	DIFFIT INC	\$2,250.00
165182	06/05/2026	AMAZON CAPITAL SERVICES	\$383.29
165181	06/05/2026	WHOLESALE HEATING & COOLING SUPPLY	\$146.42
165180	06/05/2026	WAYSIDE PUBLISHING	\$283.50
165179	06/05/2026	VARSITY SELF STORAGE	\$170.00
165178	06/05/2026	UNIVERSITY OF NEBRASKA AT OMAHA	\$42,000.00
165177	06/05/2026	UNIV OF NE BOARD OF REGENTS	\$37,793.75
165176	06/05/2026	UNITED PARCEL SERVICE INC.	\$180.36
165175	06/05/2026	ULINE INC	\$3,694.98
165174	06/05/2026	THE PROPHET CORPORATION	\$858.48
165173	06/05/2026	TAYLOR MUSIC INC	\$9,125.00
165172	06/05/2026	SUPER DUPER INC	\$102.75
165171	06/05/2026	SOFTCHOICE CORPORATION	\$599.80
165170	06/05/2026	SHERWIN WILLIAMS	\$247.04
165169	06/05/2026	SCHOOL OUTLET	\$3,782.86
165168	06/05/2026	SCHOLASTIC INC	\$255.99
165167	06/05/2026	SARPY COUNTY EDUCATION PROGRAM (SCEP)	\$20,375.00
165166	06/05/2026	REGAL AWARDS GROUP	\$262.07
165165	06/05/2026	REALLY GOOD STUFF INC	\$131.11
165164	06/05/2026	PITNEY BOWES GLOBAL FINANCIAL SERVI	\$1,078.26
165163	06/05/2026	PERRY GUTHERY HAASE &	\$1,947.77
165162	06/05/2026	PAPILLION SANITATION	\$2,623.50
165161	06/05/2026	PAPILLION LA VISTA COMMUNITY SCHOOL	\$22.95
165160	06/05/2026	OMAHA PUBLIC POWER DISTRICT	\$180,386.74
165159	06/05/2026	NEXTCARE INC	\$285.00
165158	06/05/2026	NALCD	\$100.00
165157	06/05/2026	LORI KIRSCH	\$1,240.00
165156	06/05/2026	LAKESHORE LEARNING MATERIALS	\$171.37
165155	06/05/2026	JOSTENS INC	\$16.35
165154	06/05/2026	J&R DOOR	\$266.00
165153	06/05/2026	IXL LEARNING INC	\$2,315.57
165152	06/05/2026	IMPRINT.COM LLC	\$159.64
165151	06/05/2026	HASSEL PHOTOGRAPHY	\$218.00
165150	06/05/2026	FOLLETT CONTENT SOLUTIONS, LLC	\$250.75
165149	06/05/2026	FIRST WIRELESS, INC	\$346.31

165148	06/05/2026	EDUCATIONAL SERVICE UNIT #3	\$700.00
165147	06/05/2026	DIETZE MUSIC INC	\$1,225.44
165146	06/05/2026	D&M ROSS LLC PAPILLION AUTO SERVICE	\$2,110.03
165145	06/05/2026	COLUMN SOFTWARE PBC	\$20.18
165144	06/05/2026	CITY OF PAPILLION - WATER	\$21,502.98
165143	06/05/2026	CDW GOVERNMENT INC	\$13,284.00
165142	06/05/2026	CATALYST PUBLIC AFFAIRS, INC	\$3,250.00
165141	06/05/2026	BLICK ART MATERIALS LLC	\$519.31
165140	06/05/2026	BETHANY BUBAR	\$160.00
165139	06/05/2026	B&H PHOTO & ELECTRONICS CORP	\$1,242.74
165138	06/05/2026	B G PETERSON COMPANY	\$514.62
165137	06/05/2026	APPLE INC.	\$119.00
165136	06/05/2026	ANIXTER INC	\$632.45
165135	06/05/2026	AMAZON CAPITAL SERVICES	\$1,618.13
165134	06/05/2026	ALLO HOLDING LLC	\$11,235.50
165133	06/05/2026	ALL AMERICAN SPORTS CORP	\$4,819.90
165132	06/05/2026	AFP CORP.	\$1,812.54
165131	06/05/2026	ACCESS SYSTEMS	\$13,379.70
165130	06/05/2026	AMAZON CAPITAL SERVICES	\$13,465.02
165128	06/02/2026	BOLTIN, AUSTIN MICHAEL	\$41.40

Total: \$4,272,463.43

PAPILLION LA VISTA COMMUNITY SCHOOLS #27
MONTHLY STAFF TRAVEL REQUEST
BOARD OF EDUCATION
July 13, 2024

STAFF MEMBER	DATE AND DESTINATION	CONFERENCE / WORKSHOP	ESTIMATED REGISTRATION / TRANSPORTATION / LODGING / MEALS	ESTIMATED SUB COST
OUT-OF STATE TRAVEL FOR STUDENTS AND STAFF				
Estimated General Fund Expenditures				
Katie Tarman, Tracy Brown, Kellie Solomon and 18 students	10/01/26 - 10/04/26 Chicago, IL	ASICS Challenge Volleyball Tournament	\$14,250.00 (A)	\$360.00 (A)
Taelen Ahl, Kristen Lebeda-Svehla, Jada Perkins, Dana Fettin, Michelle Hickey and 14 students	7/10/26 - 07/12/26 Waterloo, IA	UNI Team Camp	\$4,000 (A)	n/a

Expenses are estimated until travel is completed and bills submitted.
(D) District (G) Grant (A) Activity (O) Other

[Return to Agenda](#)

PAPILLION LA VISTA COMMUNITY SCHOOLS #27
PERSONNEL ACTIONS
BOARD OF EDUCATION
July 13, 2026

Resignations

New Contracts

Layla McIntyre	5th Grade	Anderson Grove
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Layla received her Bachelors from the University of Nebraska Omaha in May 2026. Layla completed student teaching and is a substitute teacher with PLCS. Layla currently works for the Papillon LaVista Community Schools Foundation as a member of the Kids Club Support Staff. Layla is an alumni of PLCS.

Tim Kraye	Special Education	TBD
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Tim received his Master's degree from Nazareth University in May 2022. Tim has been a teacher in Ralston Public Schools and most recently worked in education at UNMC.

Papillion La Vista Community Schools #27
Wellness Policy Hearing Proceedings
June 22, 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 Wellness Policy Hearing in open and public session Monday, June 22, 2026, at 6:00 p.m. The hearing was held at the Papillion La Vista Schools Administration Office, 420 South Washington Street, Papillion, Nebraska.

Notice of the Hearing was provided in advance by publication in the *Omaha World Herald*, June 17, 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 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, led the Pledge of Allegiance, and publicly stated that a copy of the Nebraska Open Meetings Law is posted at the entrance to the Board Room. Roll call was taken. Board members present: Mr. Skip Bailey, Ms. SuAnn Witt, Ms. Elizabeth Butler, Mr. Marcus Madler and Ms. Lisa Wood.

A motion was made by Mr. Skip Bailey and seconded by Ms. SuAnn Witt to approve the absence of Mr. Brian Lodes from the June 22, 2026, board meeting. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Witt, Butler, Madler, Wood and Bailey. Nays None.

The purpose of the hearing was to allow parents, students, and members of the public an opportunity to provide input to the School Wellness Policy #5602-School Wellness, as required under the Child Nutrition and WIC Reauthorization Act of 2004. Ms. Missy Stolley shared the annual report of 2025-26 actions and discussion items taken. The goals for 2026/27 include continuing to update the District Wellness initiatives, including mental health, and determining if other wellness activities for students need to be implemented, review NDE's feedback on the Triennial wellness review, and the review and monitoring of goals outlined in Policy 5602.

There being no comments or questions from the Board or audience the Wellness Policy Hearing was adjourned at 6:04p.m.

Skip Bailey, Secretary
Board of Education

PAPILLION LA VISTA COMMUNITY SCHOOL DISTRICT #27
Board of Education Proceedings
June 22, 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 6:00p.m., Monday, June 22, 2026. 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 *Omaha World Herald*, June 17, 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 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 Wellness Policy Hearing conducted prior to this meeting. Board members present: Mr. Skip Bailey, Ms. SuAnn Witt, Ms. Elizabeth Butler, Mr. Marcus Madler and Ms. Lisa Wood.

A motion was made by Mr. Skip Bailey and seconded by Ms. SuAnn Witt to approve the absence of Mr. Brian Lodes from the June 22, 2026, board meeting. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Witt, Butler, Madler, Wood and Bailey. Nays None.

Superintendent's Report

Dr. Rikli provided a report of highlights and activities he has attended this past month. Dr. Rikli wished a belated Happy Father's Day to board members and staff. Dr. Rikli reported that secondary summer school is coming to a close, with elementary summer school wrapping up before the Fourth of July, and reminded the community that District offices will be closed July 3 in observance of the holiday. Dr. Rikli thanked Dr. Villarreal and Cabinet for their work reviewing nominations for the annual Employee of the Year awards, which will be announced at the Back to School Bash in early August. Dr. Rikli recognized Dr. Shureen Seery and her team for presenting on early literacy to the Learning Community, which provides approximately \$400,000 a year in grant funding to the District supporting attendance and school social worker positions. Dr. Rikli also reported on the upcoming opening of Lincoln View Elementary, the District's 17th elementary school, mentioning a recent open house and an official ribbon cutting scheduled for July 23. Dr. Rikli recognized two individuals: Lieutenant Colonel Skip Bailey, for leading the UNO Flying Mavs to the National Intercollegiate Flying Association national competition, and Amy Dickamore, a senior at Papillion La Vista High School, for earning the rank of Eagle Scout after leading a service project to clean, landscape, and replant a garden at Faith Presbyterian Church in La Vista.

Board Comments

There were no additional board member reports this evening due to limited summer activity.

Committee Reports

- Building & Grounds & Finance: Mr. Madler reported the committee has not met.
- HR & Student Services Committee: Ms. Wood reported the committee met, discussing the Policy 5000 series, the proposed LEO Site MOU with the Papillion Police Department, the status of filling personnel positions for the upcoming school year, and upcoming negotiations with clerical staff and paraprofessionals.
- Curriculum and Americanism Committee: Mr. Bailey reported the committee met, discussing middle school busing options, an update on the middle school land purchase, literacy plan implementation, piloting of the DIBELS 8 state assessment, the Policy 6000 series, upcoming changes to AQuESTT school classifications, staffing challenges affecting the DARE program, and the Rule 10 Statement of Assurances.

Ms. Witt reported that HR's annual summer staffing tour begins this week, with stops across the District to meet with prospective staff and conduct interviews, with information available on the District website and social media.

Action Items

A motion was made by Ms. Witt and seconded by Mr. Bailey to approve the Action by Consent Items: The meeting agenda, finance, personnel items, the Board meeting minutes of June 8, 2026. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Butler, Madler, Wood, Bailey and Witt. Nays: None. The motion carried.

A motion was made by Mr. Madler and seconded by Mr. Bailey to (1) approve the Generator projects as presented by Down's Electric for the amount of \$492,000 and (2) to delegate authority to and authorize the Superintendent of Schools or Assistant Superintendent of Business Services for the school district to sign, execute and deliver such construction contracts, sign and approve any change orders, pay the contract price and other expenses related to the construction projects and take all other action necessary to complete any requirements or obligations under the construction projects and contracts. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Madler, Wood, Bailey and Witt. Abstain: Butler. Nays: None. The motion carried.

A motion was made by Mr. Madler and seconded by Mr. Bailey to (1) approve the Trumble Park roof replacement project as presented by Drey Roofing for the amount of \$186,000 and (2) to delegate authority to and authorize the Superintendent of Schools or Assistant Superintendent of Business Services for the school district to sign, execute and deliver such construction contracts, sign and approve any change orders, pay the contract price and other expenses related to the construction projects and take all other action necessary to complete any requirements or obligations under the construction projects and contracts. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Wood, Bailey, Witt, Butler and Madler. Nays: None. The motion carried.

Discussion/Information Items

Dr. Christopher Villarreal presented this year's Pulse Survey results to the Board. Dr. Villarreal reviewed the PLCS Pulse Survey model adopted this year, delivered through the Rikli Recap newsletter. The survey consisted of seven short, rotating surveys aligned with the District's six strategic plan goal areas, generating 10,898 total responses across the school year. Dr. Villarreal noted that overall results on historical survey items remained relatively stable. Dr. Villarreal outlined strengths of the new model, including shorter and more frequent surveys, rotating questions, demographic disaggregation, and a two-week turnaround from distribution to published results, as well as areas for improvement, including lower overall response rates compared to the previous survey model, timing misalignment between strategic planning action teams and implementation teams, and barriers to building-level promotion created by individualized survey links. Dr. Villarreal shared considerations for

the 2026-27 school year, including adding a short annual baseline survey, evaluating survey frequency and topic scope, and exploring more targeted survey distribution to improve response rates and actionability.

Dr. Christopher Villarreal presented a proposed Memorandum of Understanding with the City of Papillion and an associated amendment to Policy 5706 to allow the Papillion Police Department, through its vendor LEO Site, limited emergency-only access to live District camera feeds for use in emergencies such as active threats, weapons on campus, or fire emergencies. Dr. Villarreal reported that the District would retain ownership and control of all camera feeds and footage, could revoke access immediately, that all access would be logged with date, time, camera, and user, that access would be limited to live feeds only, that there is no direct cost to the District, and that either party may exit the agreement with 90 days' notice. The proposal was reviewed by the District's legal counsel, KSB, for compliance with applicable privacy laws including FERPA. Board members asked questions regarding the scope of building access across jurisdictions, the feasibility of access logging, and whether other metro-area districts have similar arrangements. Administration agreed to follow up on jurisdictional scope. No action was taken; this item was for discussion and information only.

Dr. Shureen Seery reviewed proposed changes to the Policy 6000 series and advised that Board members had been given access to a shared working document to submit comments and suggested revisions.

Dr. Kati Settles and Missy Stolley reviewed proposed changes to the Policy 5000 series. Policy 5301, Student Conduct, Vandalism and Disruption, and Policy 5610, Emergency Response to Life-Threatening Asthma or Anaphylaxis, Additional procedural updates within the 5000 series were noted but, consistent with Board practice, do not require Board approval.

Communication

No Public testifiers testified.

Board Vice President Wood reviewed the future board calendar.

Board Vice President Wood adjourned the meeting at 6:57pm.

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

Subject: Papillion Police Department LeoSight Integration

Meeting Date: July 13, 2026

Prior Meeting Discussion Date: June 22, 2026

Department: Communications / Student Services / Technology

Action Desired: Approval X Discussion Information Only

Background:

Papillion Police Department has requested integration with PLCS camera systems through LEO Sight, a digital incident command platform that allows law enforcement to access real-time camera feeds during active emergencies. The Board will receive a background summary, a draft MOU, and proposed revisions to Policy and Procedure 5706 for discussion.

Recommendation: Motion 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.

Responsible Person: Dr. Christopher Villarreal

Superintendent’s Approval Andrew J. Rikli
Signature

RETURN TO AGENDA

EMERGENCY ACCESS TO SCHOOL CAMERA SYSTEMS AND USE OF LEO SIGHT

This EMERGENCY ACCESS TO SCHOOL CAMERA SYSTEMS Memorandum of Understanding ("MOU") is entered into by and between the City of Papillion, acting through the Papillion Police Department ("PPD"), and Papillion La Vista Community Schools ("PLCS"). This MOU shall become effective upon the date it is signed by both parties and shall apply to all PLCS buildings and facilities.

WHEREAS, PPD and PLCS share a mutual interest in protecting life, improving school safety, and strengthening coordinated emergency response;

WHEREAS, PLCS maintains school camera systems for the safety and security of students, staff, visitors, and property;

WHEREAS, the parties desire to establish a clear framework under which PPD may access designated PLCS camera feeds during emergency incidents and other exigent circumstances for legitimate law enforcement and public safety purposes; and

WHEREAS, the parties further desire to allow PPD to utilize the LEO Sight digital incident command platform for such limited emergency access, subject to the safeguards and terms set forth herein.

NOW, THEREFORE, PPD and PLCS agree as follows:

1. Purpose: The purpose of this MOU is to authorize PPD, under the conditions set forth herein, to access designated PLCS camera feeds during emergencies, exigent circumstances, and other authorized public safety events, and to utilize the LEO Sight digital incident command platform for that purpose. This MOU is intended to improve situational awareness, incident command, and coordinated emergency response, while preserving appropriate safeguards relating to privacy, ownership, access control, retention, accountability, and legal compliance.
2. Scope of Access: PPD access to PLCS camera feeds shall be limited to legitimate law enforcement and public safety purposes related to active threats, weapons-related incidents, bomb threats, suspicious devices, barricaded persons, hostage situations, missing or endangered persons, crimes in progress, fires, explosions, hazardous materials incidents, severe weather emergencies, or other exigent circumstances involving an imminent threat to life, safety, or substantial property loss. PPD may also access camera feeds when PLCS specifically requests police assistance and camera access is reasonably necessary to support the response. This MOU does not authorize routine, continuous, generalized, or random monitoring of PLCS camera systems by PPD.
3. Facilities Covered: This MOU applies to all PLCS buildings and facilities. The parties may work together to identify specific camera groups, technical parameters, or implementation details for operational purposes, but the intent of this MOU is to cover the full PLCS system footprint.
4. Use of LEO Sight: PPD may utilize the LEO Sight digital incident command platform as the technology solution through which authorized PLCS camera feeds are accessed, viewed, and managed during covered incidents. LEO Sight shall be used only in connection with authorized incidents under this MOU and not for general surveillance or non-emergency monitoring purposes.

5. Ownership and Control: PLCS retains full ownership of its camera systems, video feeds, networks, credentials, and related infrastructure. Nothing in this MOU transfers ownership or general operational control of the PLCS video management system to PPD or to LEO Sight.

PLCS shall retain the ability to enable, restrict, suspend, or terminate system access consistent with this MOU and its own legal, technical, operational, and policy requirements.

6. Authorized Users and Accountability

PPD shall limit access under this MOU to personnel with a legitimate operational need, including command staff, supervisors, school resource officers, dispatch or incident command personnel, and others specifically authorized by PPD. PPD shall maintain internal controls governing who may access the system, the circumstances under which access may occur, and the documentation required for such access.

Access to PLCS camera feeds shall be logged to the extent technologically feasible, including user identity, date and time of access, and related activity information.

7. Recording, Retention, and Evidence: Except in connection with a criminal investigation, emergency response, reportable incident, or other lawfully authorized need, camera footage accessed under this MOU should not be routinely recorded, exported, or retained by PPD or within the LEO Sight workspace.

If footage is preserved in connection with an authorized incident, such footage may become part of a PPD case file or evidence file and shall thereafter be handled in accordance with applicable law, rules of evidence, records retention requirements, and department policy.

8. Privacy and Confidentiality: The parties acknowledge that camera footage may capture students, staff, and visitors and may therefore implicate privacy, confidential information, and student records concerns. The parties agree to comply with all applicable state and federal law, including FERPA to the extent applicable. Nothing in this MOU shall be construed to permit either party to maintain, use, disclose, or share student information in a manner not permitted by law. Both parties acknowledge that each party's legal counsel may review and advise on the implementation of this MOU and on the treatment of camera footage, student privacy, public records implications, and any related legal concerns.

9. Cybersecurity and Technical Coordination: Prior to implementation, the parties shall coordinate with appropriate technology personnel to confirm compatibility, access methods, and deployment requirements.

Each party shall promptly notify the other of any known or suspected unauthorized access, misuse, breach, or material security event involving access provided under this MOU.

10. Revocation or Suspension of Access: PLCS may revoke, disable, suspend, or restrict access under this MOU immediately for legal, security, operational, or policy reasons.

When practicable, PLCS should notify PPD of such action, but nothing herein shall prevent immediate suspension or revocation when necessary to protect system integrity or comply with law.

11. Term and Review: This MOU shall remain in effect until terminated by either party upon ninety (90) days written notice to the other party, unless earlier terminated as otherwise provided herein.

The parties may review this MOU at any time and may modify it only by written agreement executed by both parties.

12. Miscellaneous: This MOU is intended solely to govern the relationship between the parties and does not create any private right of action or third-party beneficiary status. This MOU shall be interpreted and implemented in a manner consistent with applicable federal, state, and local law, board policy, city policy, and legal guidance provided by counsel for either party.

This MOU does not establish a separate legal entity.

Authorized Representative and Notice. In further consideration of the mutual covenants herein contained, the Parties expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitation thereafter, the following named individuals shall be the authorized representative of the Parties:

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

Confidential Information and FERPA. Student "educational records" maintained by the School District are confidential information, governed and protected by the federal law known as the Family Educational Rights and Privacy Act of 1974 (20

U.S.C. { I 232(g)), as amended, and its related regulations promulgated by the Department of Education, found at 34 CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA." The Parties agree to comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The Parties further acknowledge that School District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. School District shall provide a copy of these policies and guidelines to the assigned SROs, SRO Sergeant, and the Department.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates evidenced below.

CITY OF PAPILLION:

**PAPILLION LA VISTA COMMUNITY
SCHOOLS:**

David P. Black, Mayor (date)

Andi Rikli, Superintendent (date)

Series Name: 5000 - Students

Topic: 5700 – Other Student-Related Matters

Policy: 5706 Audio and Video Recording

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium. Video records are not considered education records unless specifically copied and maintained in the central file of the student or students the video record directly relates to in conformance with the board's policies related to student records and FERPA.

Secret Recordings

No person is permitted to make surreptitious recordings on school grounds.

Recordings Made By Parents/Guardians and Patrons

Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP, IFSP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made By Staff

Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws.

Recordings Made by the District

The Papillion La Vista Community Schools Board of Education authorizes the use of video recording devices for monitoring interior and exterior public areas, as well as in district owned or contracted student transportation vehicles, for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding district facilities and equipment and maintaining student discipline and an appropriate educational and work environment. The Board also authorizes the Superintendent or designee to enter into written agreements with law enforcement agencies to provide limited, emergency access to live district camera feeds for the purpose of coordinated emergency response, subject to conditions and safeguards established in board-approved procedures and any such written agreement. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms and locker rooms.

Procedure 5706–District Video Recording

- A. Placement. Video recording devices are authorized to be placed in public areas in school facilities and on school grounds, as well as in district owned or contracted student transportation vehicles. The video recording devices shall not be placed in locations in which individuals have a high expectation of privacy, such as restrooms and locker rooms.
- B. Notice. Notice that video recording cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and staff handbooks.
- C. Use of Video Recordings. Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement. Video feeds may also be accessed in real time by authorized law enforcement personnel during active emergency or exigent circumstances, as defined in and governed by a written agreement approved by the Board of Education.
- D. Interference with the Video Recording System. Students or staff who vandalize, damage, disable, render inoperable, or otherwise interfere with video recording equipment or recordings, or use the video recording system in a manner that is not consistent with the purposes set forth in this procedure, shall be subject to appropriate disciplinary action (up to and including expulsion for a student and termination for a staff member) and referral to appropriate law enforcement authorities.
- E. External Access Agreements. The district may enter into written agreements with law enforcement agencies to provide authorized access to live camera feeds for emergency response purposes. Any such agreement shall be approved by the Board of Education, reviewed by legal counsel, and shall address access parameters, permissible uses, data ownership and retention, audit and accountability measures, and termination rights. Such agreements shall be consistent with applicable state and federal law, including FERPA, and shall preserve the district's ownership and control of its camera systems and infrastructure.

Subject: Policy Series 5000 - Students

Meeting Date: July 13, 2026

Prior Meeting Discussion Date: Board Meeting – May 11, 2026, June 22, 2026
HR/SS Subcommittee Meeting – June 17, 2026

Department: HR/SS

Action Desired: Approval X Discussion Information Only

Background: During the annual review of the Board Policy 5000 - Students, the following policies have recommended changes.

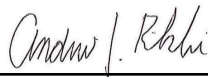
- 5301 Student Conduct, Vandalism, and Disruption: Policy change updated language consistent with Nebraska State Statute
- 5610 Emergency Response to Life Threatening Asthma or Anaphylaxis: Policy change updated language consistent with Nebraska State Statute and DHHS recommendations

Recommendation:

Motion to approve the changes for the 5000s including policies 5301 and 5610 as presented.

Responsible Person: Dr. Kati Settles and Ms. Missy Stolley

Superintendent's Approval _____



Signature

RETURN TO AGENDA

Series Name: 5000 - Students

Topic: 5300 - Student Discipline

Policy: 5301 Student Conduct, Vandalism and Disruption

The Board expects both individual students and the entire student body to follow standards of conduct that maintain an optimum educational environment. Students are expected to respect and accept the authority of school personnel during class hours and during school-related activities.

Students are expected to comply with established regulations and are subject to discipline, suspensions and expulsions as detailed in administrative procedure and student handbooks.

School district staff will report student actions which violate this policy to law enforcement if:

1. The violation includes the possession of a firearm.
2. The violation results in child abuse.
3. It is a violation of state law that the administration believes cannot be adequately addressed solely by discipline from the school district.
4. It is a violation of state law that endangers the health and welfare of staff or students.
5. It is a violation of state law that interferes with school purposes.
6. The report is required or requested by law enforcement or the county attorney.

Any actions taken by law enforcement personnel are outside of the sanctions imposed by school officials under this policy.

The Superintendent shall establish administrative procedures to ensure that the District will offer all expelled students an alternative school, class, or educational program, as is provided for in Nebraska State Law.

Except in cases of unavoidable accidents, students will be expected to pay for all damage they cause to school property.

The Superintendent is authorized to initiate civil or criminal proceedings against any individual or group that damages school property or disrupts the orderly process of education.

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504 and Title IX.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

Procedure 5301A

**Code of Conduct for Participants in Co-Curricular Activities
(Activity and Athletic Programs)**

Statement of Beliefs:

This Code of Conduct is intended to promote responsible student behavior, which reflects positively upon the students, the school district, and the community. It applies to all students involved in co-curricular activities, which are defined as activity and athletic programs sponsored by and through the school district.

Disciplinary Code:

The school district has established training and behavioral rules for the guidance and development of students who are involved in co-curricular activities. These rules are set out in the Code of Conduct, and any student who violates the provisions of the Code or receives a citation by law enforcement for a criminal offense shall be subject to the consequences set forth herein. Students involved in activities or athletics are expected to cooperate fully with school officials and law enforcement officers conducting an investigation into any possible violation of this Code of Conduct. Students under out of school suspension cannot practice or participate in activities or athletics until the day after that suspension has been completed.

Category I:

Category I involves behaviors during the school year, from the first day of the fall NSAA practice period until the regular school year ends in May. The following are prohibited:

- The use, possession, or being under the influence of any drug, drug paraphernalia, drug look-alike, controlled substance, nicotine products, electronic cigarettes/vaporizing devices, or alcohol whether on or off school grounds, including citations for MIP, DUI and DWI.
- The use of anabolic steroids, or other performance enhancing drugs which have not been prescribed by a physician.
- Behavior deemed by school administrators to have caused or be likely to cause a material and substantial disruption of school activities.
- Any other misconduct punishable under Nebraska law, other than a minor traffic violation.

Category I Consequences:

The first Category I violation will result in suspension from an activity or athletic event for two weeks or two contests, as determined appropriate by the administrator. The student must continue to participate in all practices required by the activity's sponsor or coach during this suspension period, and the activities director or athletic director may require a conference with the student's parent(s)/guardian(s), educational decisionmaker, before the student is reinstated to the activity. Consequences for the first Category I violation will be imposed only during the school year in which the violation occurred.

A second Category I violation within the same school year will result in suspension from all activities or athletics for the remainder of the semester or a complete activity or athletic season, whichever is longer. Consequences for a second Category I violation will be imposed only during the school year in which both violations occurred.

A third Category I violation within the same school year will result in suspension from participation in all activities or athletics for one calendar year from the date of the third violation.

Category II:

Category II involves serious criminal behavior for which consequences will be applied if the violation occurs at any time during the calendar year, including out-of-season and summer months. The following behavior is prohibited:

- The possession and transmittal, with the intention to sell it, of any drug, controlled substance, or alcohol.
- Driving under the influence of alcohol (DUI), or driving while intoxicated (DWI), in which serious property damage or bodily injury occurs to others.
- Receiving a second citation for DUI or DWI within a 12-month period.
- Other offenses punishable under Nebraska law, which are not specified in this listing but are deemed by school administrators to be serious criminal offenses.

Category II Consequences:

The first Category II violation will result in suspension from all activities or athletics for the remainder of the semester or the activity or athletic season in which the violation occurs, whichever is longer.

The second Category II violation within a 12-month period will result in suspension from all activities or athletics for one calendar year from the date of the second violation.

In-Season Misconduct (Category I and II):

If the violation occurs when the student is participating in an activity or athletic event, the consequence will begin immediately upon the determination that there is reasonable cause to believe that the student engaged in misconduct that violates this Code.

Out-of-Season Misconduct (Category I and II):

If the violation occurs when the student is not participating in an activity or athletic event, the consequence will begin on the first day of approved practice, competition and/or performance for the next co-curricular activity or athletic event in which the student chooses to participate.

Administrative Procedures:

When a District employee has reasonable cause to believe that a student has violated the Code of Conduct, they shall notify the activities director or athletic director. The appropriate director will initiate an investigation. As part of the investigation, the director or a designee will confer with the student. If the director determines that there is reasonable cause to believe that the student violated the Code of Conduct, they will inform the student of the decision. The director will provide a written communication to the parent(s)/guardian(s) that will include notice of the charge; the findings; the decision; the consequences to be imposed; and the appeal process. In cases where the decision involves removing a student from a team or for the remainder of a season, the activities director and/or athletic director will also provide the building principal and the Director of Student Services with a copy of the written notice sent to the parent(s)/guardian(s). The student and the student's parent/guardian may appeal to the principal the activities director's decision in writing within five (5) working days from receipt of the decision. The principal will investigate as the principal deems appropriate and upon completion of the investigation, will inform the student and the student's parent/guardian of the principal's decision within ten (10) working days from receipt of the appeal. Working days shall mean: (i) days when school is in session for students during the school year; and (ii) all weekdays when school is in recess for summer vacation, excluding any national holidays.

Additional appeals may be sought and will be addressed through the appeals process found in Board Procedure 2102(B)(4).

Procedure 5301B

Suspension and Expulsion:

General Statement:

- A. Any rule, which specifies a particular action as a sanction for particular conduct, shall be binding on all students, school officials, Board members, and hearing examiners.
- B. Expulsion is specified as a sanction for particular conduct under rules and standards promulgated by the Board only in cases where the Board has determined that the conduct has the potential to seriously affect the health, safety, or welfare of the students engaged in the conduct, other students, staff members, or any other person, or to otherwise seriously interfere with the educational process.
- C. Rules shall be distributed to students and their parent(s)/guardian(s) at the beginning of the school year, or at the time of enrollment, if during the school year.
- D. Rules shall be posted in conspicuous places in each school during the school year.
- E. Changes in rules and standards shall not take effect until reasonable effort has been made to distribute such changes to all students and parent(s)/guardian(s).

Types of Exclusion:

- A. Short Term Suspension

1. Up to and including 5 school days.
- B. Emergency Exclusion
 1. Immediate exclusion if the student has a dangerous disease, or the student's conduct presents a threat to the physical safety of the school community or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.
- C. Long Term Suspension
 1. More than 5 school days but less than 20 school days.
- D. Expulsion
 1. Except as set forth below in Sections C-2 and C-3 under Long-Term Suspension, Expulsion and Mandatory Reassignment, the expulsion of a student shall be for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester; or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year. Such action may be modified or terminated by the school district at any time during the expulsion period.
- E. Mandatory Reassignment
 1. Involuntary transfer to another school within the system in connection with any disciplinary action.

Conditions and Procedures:

- A. Short-Term Suspension
 - a. The following behavior constitutes grounds for this type of exclusion:
 - i. Conduct set forth in Section D1, below under Long-Term Suspension, Expulsion and Mandatory Reassignment.
 - ii. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.
- B. The following procedure is required for short-term suspension:
 - a. The principal must make an investigation.
 - b. The principal may suspend the student after the principal determines that it is necessary to help the student, to prevent interference with school purposes, or to further school purposes.
 - c. After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral and written notice of the charges against the student. They will be advised of what the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to present evidence of the student's version of the facts.
 - d. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's Parent, describing:
 - i. The student's conduct, misconduct or violation of the rule or standard;
 - ii. The reasons for the action taken;
 - iii. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
 - iv. Resources the school is able to provide or recommend to assist the student; and
 - v. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
 - e. An opportunity will be given to the student, and the student's Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall

determine who, in addition to the Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.

- f. Any student who is suspended may be given an opportunity to complete any class work, including but not limited to, examinations missed during the period of suspension.

C. Pre-Kindergarten through Second Grade Students

- a. Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:
 - 1. Brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
 - 2. Engages in violent behavior capable of causing physical harm to another student or school employee.

D. Long-Term Suspension, Expulsion and Mandatory Reassignment

- a. The following behavior constitutes grounds for these types of exclusions when it occurs on school grounds, in a vehicle contracted for school purposes, or at a school event or otherwise as set forth in paragraph, below:
 - i. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
 - ii. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
 - iii. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
 - iv. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
 - v. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (see also board policy on weapons and firearms);
 - vi. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);
 - vii. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
 - viii. Engaging in bullying as defined in section 79-2,137 and in these policies;
 - ix. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in

section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

- x. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
- xi. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - 1. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - 2. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - 3. Violating school bus rules as set by the school district or district staff;
 - 4. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - 5. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - 6. Possession of pornography;
 - 7. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - 8. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
 - 9. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

10. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
 11. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
 12. Using any object to simulate possession of a weapon;
 13. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
 14. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.
 15. Violation of the school's surreptitious recording policy.
- E. Mandatory expulsion for firearms, explosives, or weapons and suspension or expulsion for intentionally causing an injury to employee, volunteer, or student.
- a. The following behavior constitutes grounds for mandatory expulsion:
 - i. Knowingly possessing, handling, transmitting, using, intimidating with, or threatening to use any object or material that is ordinarily or generally considered a firearm or explosive, including guns, firearms and pipe bombs.
 - ii. Using or threatening to use knives and/or chemical substances (including but not limited to: mace, pepper guns, and bleach), and any other object that could be used to injure another person.
 - b. The expulsion of a student for the knowing and intentional possession, use or transmission of a firearm as defined in 18 U.S.C. 921, shall be for a period of one year.
 - c. The expulsion of a student for the knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, as outlined in C-1-c above shall be for a period not to exceed the remainder of the school year in which it took effect if the misconduct occurs during the first semester. If the expulsion takes place during the second semester, the expulsion shall remain in effect for summer school and may remain in effect for the first semester of the following year.
 - d. Any expulsion that remains in effect during the first semester of the following school year shall be automatically scheduled for review by the hearing examiner before the beginning of the school year with notice to the student and the student's parent(s)/guardian(s).
- F. The following procedure is required for long-term suspension, expulsion, and mandatory reassignment listed in Section C.
- a. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. The principal must file a written charge and summary of the evidence supporting the charge with the Superintendent on the date of the decision to discipline.
 - b. Within 2 school days of the decision to long-term suspend, expel, or mandatorily reassign,, written notice must be sent by registered or certified mail by the principal to the student and the student's parent(s)/guardian(s) informing them of their rights. A copy will be forwarded to the Superintendent on the same date.
 - c. This notice shall include the following:
 - i. Rule allegedly violated and a summary of the evidence.
 - ii. Penalty, which the principal has recommended.
 - iii. Resources the school is able to provide or recommend to assist the student;
 - iv. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school
 - v. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district

- guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork.
- vi. Notice of the student's rights to a hearing upon request.
 - vii. The District's hearing and appeal procedures.
 - viii. A statement concerning the right to examine the student's academic and disciplinary records and any affidavits to be used at a hearing.
 - ix. A statement concerning the right to know the identity of witnesses who will appear at a hearing, and the substance of their testimony.
 - x. A form on which the student and the student's parent(s)/guardian(s) may request a hearing.
- G. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the Superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or, (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- H. The following preliminary procedure must be followed if a hearing is requested within 5 school days of the receipt of notice:
- a. The Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
 - b. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
 - c. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
 - d. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
 - e. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
 - f. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

Formal Hearings:

- A. The following rules apply when a hearing is conducted:
 - a. The following shall attend the hearing: the hearing examiner, the student, the student's representative (if any), the student's parent(s)/guardian(s), and, if necessary, the counsel for the school board.
 - b. Witnesses may be present only when giving information at the hearing.
 - c. Anyone may be excluded by the hearing examiner if they disrupt an orderly hearing.
 - d. The student may speak in the student's defense and question witnesses; the student may choose not to testify; the student may be excluded when discussing the student's emotional problems or psychological evaluation.
 - e. The principal shall present statements, in affidavit form, to the hearing examiner of anyone having information about the student's conduct and the student's records, only if these have been made available to the student; the student's parent(s)/guardian(s) or representative prior to the hearing. Upon request, the student's records shall be explained and interpreted to the student, parent(s)/guardian(s) or representative prior to the hearing.
 - f. The hearing examiner is not bound by rules of evidence or other courtroom procedure.
 - g. The following persons may ask persons to testify at the hearing: the student, the student's parent(s)/guardian(s) or representative, the principal and hearing examiner.
 - h. The testimony shall be under oath; the hearing examiner shall administer the oath.
 - i. The persons listed in (g), above, shall have the right to question any witness giving information at the hearing.
 - j. Any person giving testimony is given the same immunity from liability as a person testifying in a court case.
 - k. The proceeding shall be recorded at District expense.
 - l. If more than one student is charged with violation of the same rule and acted in concert, a single hearing may be held unless student interests may be substantially prejudiced as determined by the hearing examiner.
- B. Report of the Hearing Examiner
 - a. The report shall include the hearing examiner's findings, a recommendation of the action to be taken, and the reasons therefore in terms of the needs of both the student and the school board.
 - b. The report shall be reviewed by the Superintendent who may change, revoke, or impose the sanctions recommended. In no case may the Superintendent impose a sanction more severe than the hearing examiner's recommendations.
 - c. Written notice of the recommendations by the hearing examiner and the Superintendent's determination shall be sent by registered mail or personal delivery to the student and the student's parent(s)/guardian(s).
 - d. Upon receipt of the written notice, the Superintendent's determination shall take effect.
- C. The Record and the Appeal
 - a. The record shall consist of the charge, the notice, the evidence presented, the hearing examiner's findings and recommendations, and the action of the Superintendent.
 - b. On appeal to a court, the record shall also consist of any additional evidence taken and any additional action taken in the case and shall also include the rules and regulations of the Board relied upon by the District in its determination to suspend, reassign, or expel the student.
 - c. Appeal to the School Board may be made within 7 school days following receipt of written notice of the determination of the Superintendent, by the student, the student's parent(s)/guardian(s), by a written request, filed with the Secretary of the Board or with the Superintendent.
- D. Hearing of the School Board
 - a. The following rules will apply when there is a hearing in front of the School Board:
 - i. It may be held either before the Board or a committee of the Board consisting of not less than three members.

- ii. It must be held within a period of 10 school days after request; such time for hearing may be changed by mutual agreement of the student and Superintendent.
- iii. The appeal shall be made on the record, but new evidence may be admitted to avoid substantial unfairness. The new evidence shall be made a part of the record.
- iv. After examining the records and taking new evidence, if any, the Board, or the designated committee thereof, may withdraw to deliberate privately upon the record and new evidence.
- v. When the Board deliberates, it may reopen the hearing to receive additional evidence subject to the right of all parties to be present.
- vi. The Board may alter the Superintendent's recommendations but may never impose more severe sanctions.
- vii. Final determination of the Board shall be personally delivered or sent by registered mail to the student and the student's parent(s)/guardian(s).
- viii. An appeal of the Board's decision must be taken to the district court of the county where the action is taken. Appeal must be made within 30 days after service of the final decision of the Board.

Settlement Not Precluded:

Nothing in this procedure shall preclude the student, the student's parent(s)/guardian(s), or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.

Alternative School, Class, Program:

The district shall either provide an alternative school, class or educational program for expelled students. Should the parent(s)/guardian(s) refuse to participate in the alternative education, the District has no further obligation.

Procedure 5301C

Suspension and Expulsion of Students with Disabilities

General Statement:

Suspension and expulsion of verified or eligible disabled students under the Individuals with Disabilities Education Act and Title 92, Nebraska Administrative Code, Chapter 51, shall comply with District procedures and state and federal law.

Refer to procedure 6301

Procedure 5301D

Suspension and Expulsion of Students

Under Section 504 of the Rehabilitation Act of 1973

General Statement:

Suspension and expulsion of eligible disabled students under Section 504 of the Rehabilitation Act of 1973 shall comply with district procedures and state and federal law.

Refer to procedure 6305

Series Name: 5000 - Students

Policy: 5610 Emergency Response to Life Threatening Asthma or Anaphylaxis

School employees will comply with the requirements of the NDE Rule 59 protocol entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". (Protocol) to address incidents of anaphylaxis involving students at school when those students do not have existing response plans. For students with individual self-management plans, Section 504 plans, or Individualized Education Programs (IEP) addressing asthma or anaphylaxis responses, school employees will comply with those plans.

The district shall procure and maintain the equipment and medication necessary to implement the protocol.

The Superintendent shall obtain the required signature(s) of one or more Prescribing Health Care Practitioners the form entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol"). The superintendent shall publish this policy and Protocol in each student and employee handbook.

The Superintendent shall arrange to have a qualified medical professional train employees, and provide training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

Procedure 5610 A
Emergency Protocol

DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or *medication*, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS:

Any of these symptoms may occur:

Chest tightness

Wheezing

Severe shortness of breath

Retractions (chest or neck "sucked in")

Cyanosis (lips and nail beds exhibit a grayish or bluish color)

Change in mental status, such as agitation, anxiety, or lethargy

A hunched-over position

Breathlessness causing speech in one-to-two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the symptoms may occur within seconds. The more immediate the reaction, the more severe the reaction may become. Any of the symptoms present require several hours of monitoring.

Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives

Abdominal: pain, nausea and vomiting, diarrhea

Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing

reaction

Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)

Mental status: apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:

1. CALL 911.
2. Summon school nurse OR trained staff to implement emergency protocol.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer medications (epinephrine auto injector and nebulized albuterol) per standing order.
5. Determine cause as quickly as possible.
6. Monitor vital signs (pulse, respiration, etc.).
7. Contact parents immediately and prescribing health care practitioner as soon as possible.
8. Any individual treated for symptoms with epinephrine at a school will be transferred to a medical facility.

STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:

1. Administer epinephrine auto injector junior for any child less than 60 pounds or adult epinephrine auto injector for any individual over 60 pounds into the muscle towards the front and outer side of the thigh.
2. Follow with nebulized albuterol while awaiting EMS.
3. If symptoms persist, repeat epinephrine auto injector followed by nebulized albuterol every fifteen minutes while awaiting EMS arrival.
4. Administer CPR, if indicated.

Prescribing Health Care Practitioner

Date

When signed by a licensed prescribing health care practitioner, these orders shall serve as a prescription as defined in Neb. Rev. Stat. § 71- 9

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

Meeting Date: July 13, 2026

Prior Meeting Discussion Date:

Department: Business Services

Action Desired: Approval _____ Discussion X 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. 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:

Discussion at this time.

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”).

W I T N E S S E T H:

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 13, 2026

Prior Meeting Discussion Date:

Department: All

Action Desired: Approval _____ Discussion X 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. These will come back before the board at the July 27, 2026 meeting for action.

Recommendation:

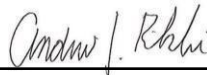
Policy 3406: Fiscal Management for Purchasing and Procurement Using Federal Funds

Policy 4041: Relations With Employee Collective Bargaining Associations (per new LB 429)

Policy 7003: Bidding for Construction Remodeling Repair or Related Projects Financed with Federal Funds

Responsible Person: Mr. Richards & Dr. Settles

Superintendent's Approval _____



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 ~~\$10,000~~ \$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 ~~\$10,000~~ **\$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 ~~\$10,000~~ \$15,000 and ~~\$250,000~~ \$350,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 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 ~~\$250,000~~ \$350,000

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

For purchases over ~~\$250,000~~ \$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 ~~\$250,000~~ \$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 ~~\$250,000~~ \$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 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.

Series Name: 7000 - Construction Projects

Topic: 7000 - Buildings and Sites

Policy: 7003 Bidding for Construction Remodeling Repair or Related Projects Financed with Federal Funds

I. Applicability of this policy.

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than \$136,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$136,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$136,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.
- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$144,000.
- C. Advertising for Bids
 - a. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
 - b. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.
- D. Bid Documents
 - a. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
 - b. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
 - c. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

- d. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
 - e. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
 - f. Sealed bids will be opened in a place and at the specific time stated in the bid form. Bidders shall be notified of the opening and invited to be present.
 - g. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
- F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: _____
Revised on: _____
Reviewed on: _____