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

Open Meetings Law: Posted at entrance to room.

** Office of the Attorney General – Per Executive Order No. 20-03 Corona Virus – Public Meetings Requirement Limited Waiver as of March 17, 2020: Posted at entrance to room.

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

II. Communications
   A. Public Comment on Items Not on the Agenda
      Public questions and comments regarding items not on the agenda may take place now in the agenda. Individuals who want to address the Board must complete a Guidelines for Public Comments form with the date, topic addressing, name and address and give it to the board clerk prior to the meeting. When called upon by the presiding officer, the individual shall proceed to the podium and state their name and address. An individual may not exceed three (3) minutes, and total time for all individuals who want to speak shall not exceed 30 minutes unless a majority vote of the Board approves extending allocated time. This time for public comment shall not be used to address specific individual student discipline or employee performance issues. Complaint and grievance processes are in place to deal with issues of this nature.

   B. Recognition: 2020 Journal Star Girls Coach of the Year – PLHS, Todd Petersen
      NSIAAA (NE State Interscholastic Activities Association) Distinguished Service Award- PLSHS, Jeff Johnson
   C. Superintendent’s Report
   D. Board Comments
   E. Committee Reports
      1. Buildings, Grounds, & Finance
      2. Human Resources & Student Services
      3. Curriculum & Americanism

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

III. Action Items (Motion Needed)
   A. Action by Consent
      1. Approval of Meeting Agenda
      2. Bills
      3. Out-of-State Travel
      4. Personnel
   B. Board Meeting Minutes of May 11, 2020
   C. Administrative Salaries 2020/21
   D. Superintendent Contract 2020/21
   E. Policy 5000 – Students
   F. ESU#3 Drivers Education Contract 2020/21

IV. Discussion/Information Items
   A. Superintendent’s Performance Goals Update
   B. Americanism Statement of Assurance
   C. Multiculturalism Education Program
   D. COVID-19 Update
   E. Review of Policy 6000 – Instruction

V. Future Board Calendar
   June 22, 2020  Board of Education Meeting @ 6:00pm – Central Office

VI. Adjournment

The Papillion La Vista Community Schools Board of Education reserves the right to go into Closed Session for purposes in accordance with Nebraska Open Meetings Act NE REV STAT 84-1407 through 1414.
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# PAPILLION-LA VISTA SCHOOL DISTRICT #27
## DISBURSEMENT REPORT

### PAYROLL

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### TOTAL GENERAL FUND

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RETURN TO AGENDA
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**Total**: $3,134,461.42
Resignations
DerNecia Harris  Assistant Principal  Parkview Heights
Brandi McRoberts  3rd Grade  Hickory Hill
Jill Summy  1st Grade  Portal

Contracts
Angela Dill  Business Teacher  La Vista Middle School
Angela received her Master of Science from the University of Nebraska at Omaha in August 2007. Angela previously taught with Bellevue Public Schools and Omaha Public Schools as a business teacher. Angela completed her student teaching with Papillion La Vista Community Schools.

Karen Newton  Special Education  La Vista Middle School
Karen received her Master of Education from Old Dominion University in Norfolk, Virginia in December 1994. Karen is currently a Special Education teacher with Millard Public Schools. Karen previously taught with Papillion La Vista Community Schools prior to moving to New Hampshire.

Rachel White  School Nurse  Anderson Grove; Golden Hills; YATP; IDEAL
Rachel received her Bachelor of Science from Clarkson College in April 2006. Rachel is currently working at Boystown Pediatrics as a Registered Nurse.
The Board of Education of the School District of Papillion La Vista, in the County of Sarpy, in the State of Nebraska, met in open and public session at 6:00 p.m., Monday, May 11, 2020. The meeting was held at the Papillion La Vista Community Schools Administration Office, 420 South Washington Street, Papillion, Nebraska.

Notice of the meeting was provided in advance by publication in the Papillion Times, May 6, 2020. Notice of the meeting was simultaneously given to all members of the Board of Education. Their acknowledgment of receipt of the agenda is maintained at the Papillion La Vista Community Schools Administration Office. The proceedings, hereafter shown, were taken while the convened meeting was open to the attendance of the public.

As of March 17, 2020, the State of Nebraska, Office of the Attorney General issued an Executive Order No. 20-03 Corona Virus-Public Meetings Requirement Limited Waiver. The meetings will be held via Facebook Live for all public members to view board meetings.

Call to Order
Board President Bret Brasfield called the meeting to order and publicly stated a copy of the Nebraska Open Meetings Law is posted at the entrance to the Board Room. In addition to the Open Meetings Law Mr. Brasfield stated the new Public Meeting Requirement Limited Waiver provided by the Office of the Attorney General-Per Executive Order No. 20-03 Corona Virus. Mr. Brasfield led the group in the Pledge of Allegiance.

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

A motion was made by Mr. Lodes and seconded by Ms. Fisher to approve the absence of Mr. Chuck Zurcher from the May 11, 2020, board meeting. Roll call vote was taken. Ayes: Lodes, Witt, Tafoya, Fisher, and Brasfield. Nays: None. Motioned carried.

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

Recognition
Dr. Rikli thanked both high schools’ Student Council representatives, Abigail Sayler, and Grace Khayati from Papillion La Vista High School, and Ryleigh Parrack and Emily Ashburn from Papillion La Vista South High School for their commitment each month in presenting school activities to the Board.

Also recognized were the PLHS Journalism State Champions, including Jackson Vetter for Advertising, Rebecca Fonyonga for News Feature Photography, and Isabella Fonfara Drewel for Yearbook/Feature Writing.

Superintendent’s Report
Dr. Rikli provided a report of highlights and activities he has attended this past month. Dr. Rikli mentioned that he continues to have Zoom conversations with the Commissioner of Education and the Governor related to COVID-19. Continued conversations are being held with staff members to provide updated District business, answer questions they may have, and to assure staff they are not in this pandemic alone.
Dr. Rikli was invited to attend a virtual meeting with Congressman Bacon and Congressman Carbajal on Friday, May 8. Discussion was centered on food insecurities in school districts due to COVID-19.

The District is planning its third event via Facebook Live event on Tuesday, May 12 at 4:00pm. The event will focus on Mental Health & Wellness support.

Dr. Rikli talked about the year-end events that were held this past week for the Seniors, all held virtually – Education Academy, Project Search, YATP Graduation, Health Academy, Honors Night, Werner Park fireworks, and Commencement.

Reminder, the last day of school is still scheduled for May 22, and the first day of school for fall will be August 11, 2020.

**Board Comments**
All board members commented on how well Commencement was virtually prepared by our Communication’s department and thanked the department for their hard work.

**Committee Reports:**
- **Building & Grounds & Finance:** Mr. Lodes reported the committee had not met.
- **HR & Student Services Committee:** Mr. Lodes reported the committee had met. Agenda items will be discussed at this meeting with other items to be discussed at future board meetings.
- **Curriculum and Instruction Committee:** Ms. Fisher reported the committee had not met.

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

A motion was made by Ms. Witt and seconded by Ms. Fisher to approve the Board meeting minutes of April 27, 2020. There were no comments from the Board or audience. Roll call vote was taken. Ayes: Tafoya, Fisher, Brasfield, Lodes, and Witt. Nays: None. The motion carried.

**Discussion/Information Items**
Dr. Kati Settles, Assistant Superintendent of Human Resources, provided 2020/21 Administrative Salary information. A meet and confer session with PLPSO (representatives of certificated administrators not including superintendents) was held. The terms of the proposed salary include: 1. A base salary increase of $925 bringing the base salary to $69,000. This results in a total package increase of 2.88%. 2. Vertical and Horizontal movement on the Certified Administrator salary schedule an average of 2.0% salary increase. 3. Effective Sept. 1, 2020 there is also a 6.71% overall increase in EHA rates & costs for Papillion La Vista Community Schools. Action to be held at the June 8 meeting.

Dr. Settles also brought the 2020/21 Superintendent’s Contract to the Board. The proposed Superintendent contract includes a salary increase of .995%. With the insurance rate increases of 6.71%, this is a total package increase of 1.412% for the 2020-2021 school year. Dr. Rikli’s salary for the 2020-2021 school year is proposed to be $239,675.46. All other provisions of the contract remain the same. The three-year contract covers 2020-2021 through the 2022-2023 contract years. This proposed increase would limit the increase to less than the current CPI index of 1.5%. Action to be held at the June 8 meeting.
Ms. Annette Eyman and Ms. Shureen Seery provided an update on the District’s COVID-19 planning. Ms. Eyman shared the big picture of how the District is providing support for the staff, students, and the community. She shared the weekly Task Force meetings, weekly Commissioner and Governor’s meetings, and the Health Department’s regular communication Zoom meetings. Ms. Eyman provided an update on the Governor’s current guidelines. As of June 1, baseball and softball will be able to practice with guidelines and weight rooms will open. June 18 games will play with guidelines. Ms. Seery shared the teaching and learning side of the update. The Summer School session will be held via virtual with 30-minute daily zoom sessions. High school’s PE summer school will be moved to Fall, outside of the regular school day. A no harm approach is being considered for 4th quarter high school grades. Elementary and Middle School will not have 4th quarter grades. Teachers will continue to provide feedback on assigned student work.

Mr. Lucas Bingham, Director of Technology, provided an update on the District’s technology projects and initiatives that are part of the 2018-23 plan. Four strategies were shared: Infrastructure, Systems, Professional Learning and Classroom. Mr. Bingham also shared the accomplishments from 2019/20 school year. Mr. Bingham summarized the anticipated upcoming technology device cycle purchases that will be considered at future board meetings.

Dr. Trent Steele, Directory of Secondary Human Resources & Student Services, provided an overview of the changes that are proposed for the Policy 5000’s. Recommended changes are:

a) 5003 – Homeless Children: Change title of coordinator to “Director of Human Resources and Student Services.”

b) 5101 – Attendance: Change title of coordinator to “Director of Human Resources and Student Services.”

c) 5301 – Student Conduct, Vandalism and Disruption: Elimination of “correspondence course” language and replacement with “alternative education.”

d) 5501 – Student Records
   i. Adding definition of “maintain.”
   ii. Adding language clarifying “school official.”
   iii. Adding language clarifying “law enforcement units” and removing language already covered in Policy 1002.
   iv. Adding language clarifying “surveillance videos.”
   v. Replacing language regarding disclosure of records in the event of significant threat posed by the student.
   vi. Removing provisions regarding “directory information” already covered in Policy 1201.

e) 5701 – Student Transportation: Addition of “Safe Pupil Transportation Plan.”


Action to be held at the June 8 meeting of the Board.

Board President Brasfield reviewed the future board calendar.
Board President Brasfield adjourned the meeting at 7:20p.m.

SuAnn Witt, Secretary
Papillion La Vista Community School District
Board of Education
Subject: Administrative Salaries for 2020-21 School Year

Meeting Date: June 8, 2020

Prior Meeting Discussion Date:
- February 24, 2020 HR Board Subcommittee
- May 7, 2020 HR Board Subcommittee
- May 11, 2020 Board meeting

Department: Human Resources

Action Desired: Approval____ X _______Discussion________ Information Only________

Background:

A meet and confer session with PLPSO (representatives of certificated administrators not including superintendents) was held. The terms of the proposed salary include:

- A base salary increase of $925 bringing the base salary to $69,000. This results in a total package increase of 2.88%.
- Vertical and Horizontal movement on the Certified Administrator salary schedule an average of 2.0 percent salary increase.
- Effective Sept. 1, 2020 there is also a 6.71% overall increase in EHA rates & costs for Papillion La Vista Community Schools.

Recommendation: Motion to approve the administrative salary and benefits as presented for 2020-21 including a certified administrator base salary of $69,000 and a minimum salary increase of 2.88% for certified administrators.

Responsible Person: Brian Lodes and Dr. Kati Settles

Superintendent’s Approval __________________________

Signature

RETURN TO AGENDA
Subject: Superintendent Contract 2020-21

Meeting Date: June 8, 2020

Prior Meeting Discussion Date: February 24, 2020 HR Board Subcommittee
May 7, 2020 HR Board Subcommittee
May 11, 2020 Board Meeting
June 4, 2020 HR Board Subcommittee

Department: Board of Education

Action Desired: Approval ___ X ___Discussion _____________ Information Only __________

Background:

The proposed Superintendent contract includes no increase in salary for the 2020-2021 school year, which means Dr. Rikli’s salary for 2020-2021 school year will remain at $237,302.00. All other provisions of the contract remain the same. The three-year contract covers 2020-2021 through the 2022-2023 contract years.

A copy of the Superintendent’s three-year contract is available for patron review on the District website in accordance with Nebraska’s Superintendent Contract Transparency Act.

Recommendation: Move to approve the three-year Superintendent’s contract with Dr. Andrew Rikli at a salary of $237,302.00 for 2020/21.

Responsible Person: Brian Lodes and Dr. Kati Settles

Superintendent’s Approval

Signature

RETURN TO AGENDA
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract is made by and between the Board of Education of Papillion LaVista Community Schools, legally known as Sarpy County School District No. 77-0027 and referred to herein as the “Board” and “School District” respectively, and Dr. Andrew Rikli, referred to herein as the “Superintendent.”

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of its meeting of June 8, 2020, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment subject to the terms and conditions set forth below.

SECTION 1. Term of Contract. The Superintendent shall be employed for a term beginning on July 1, 2020 and expiring on June 30, 2023. References to “contract year” shall mean the period from July 1 through June 30.

SECTION 2. Salary and Performance Payment. The Superintendent’s salary for the 2020-21 contract year shall be $237,302 which shall be paid in equal installments in accordance with the Board’s policy governing payment of other professional staff employees. The salary for the 2021-22 and 2022-23 contract years shall be set by mutual agreement of the Superintendent and the Board; but shall not be less than the annual salary for the immediately preceding contract year. During the term of this Contract, the Board shall not reduce the Superintendent's salary but may increase it, as an amendment hereto, without such increase constituting a new contract or extending the length of this Contract. For the 2020-21 contract year and any subsequent period, the Board may, in its discretion, pay the Superintendent a performance payment for the completion of goals established collaboratively by the Superintendent and the Board.

SECTION 3. Contract Extension. Effective July 1, 2020, this Contract shall automatically be extended for one additional year beyond the initial term unless the Board gives the Superintendent written notice by that date that it will consider not renewing the Contract. Such notice must be given pursuant to official board action. The Board may take official action to extend the term of this contract at any regular or special meeting at which such extension is an agenda item.

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

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

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

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

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

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

SECTION 10. **Transportation.** The Board shall provide the Superintendent with a transportation allowance of $7,500 per contract year.
SECTION 11. Professional Development/Civic and Professional Meetings. The Superintendent shall become a member of appropriate professional organizations and attend appropriate professional and civic meetings at the local, state and national levels; provided that such attendance does not interfere with the proper performance of his duties.

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

a) The expense of membership in the professional and civic organizations and attendance at their meetings pursuant to Section 11 when his membership and/or attendance has been authorized by the Board.

b) In addition to the transportation allowance in Section 10, reimbursement at the state-approved rate for mileage incurred while driving his personal vehicle on District business to destinations beyond a distance of 30 miles.

c) A tax-sheltered annuity plan in the amount of $ -0-.

d) A term life insurance policy with a face value of $250,000.00.

e) Health and dental insurance coverage for him and all members of his family who are eligible as dependents. The District pays 100% of the Single health premium and 93% of the family health premium. The District pays for single dental insurance coverage, the Superintendent may elect additional coverage for family dental at their own expense.

f) A disability income insurance policy providing payment of 60% of his existing monthly income and 60% of the monthly health insurance premium as found in the standard specifications in the District’s Disability Policy.

g) Sick leave as described in the Administrator’s Handbook.

h) A maximum of 20 working days of vacation leave shall be granted each contract year, to be used in a manner and at times selected by the superintendent; provided such use does not interfere with the proper performance of his duties. If all 20 days are not used in the year they are granted, the days may be accumulated and carried over into future years so long as maximum accumulation does not exceed 30 days. Once 30 days of vacation are accumulated, no additional days of vacation will be granted until existing vacation leave is less than thirty days, i.e., a portion of the accumulated vacation leave has been used.

i) Except as otherwise provided in this Contract, the Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District.

SECTION 13. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

SECTION 14. Compensation upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract shall be refunded by the Superintendent.

SECTION 15. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.
SECTION 16. Amendments to be in Writing. This Contract may be modified or amended only by a written statement duly authorized and executed by the Superintendent and the Board.

SECTION 17. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions.

SECTION 18. Evaluation. The Board will evaluate and assess the Superintendent’s performance in writing twice during the first contract year and at least once per year in contract subsequent years. Upon completing each evaluation, the Board or a duly designated committee thereof shall meet with the Superintendent to review the results of the evaluation. The Board shall give the Superintendent a copy of the written evaluation, and he shall have the right to make a written response to it. The evaluations and written responses will be placed in the Superintendent’s personnel file.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

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<th>Executed this_____ day of________, 2020</th>
<th>Executed this 8th day of June, 2020</th>
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<td>Superintendent</td>
<td>Board of Education of Sarpy County School District 0027, a/k/a Papillion La Vista Community Schools</td>
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Superintendent Pay Transparency Notice
Dr. Andrew Rikli
Superintendent Papillion La Vista Community Schools

Approval of the 2020-2021 Superintendent’s Contract is on the Papillion La Vista School Board Agenda for the June 8, 2020 meeting beginning at 6:00 p.m. in the Central Office Board Room Papillion, Nebraska.

Years on Contract:
Following the 2020-2021 school year, two years will remain on the contract. The salary for each of the following years will be set by mutual agreement between the Superintendent and the Board but will not be less than the annual salary of the preceding year.

Budget Impact Statement:
As required by law the proposed budget impact statement itemizes current and future costs for the Superintendent as is proposed in the 2020-2021 contract.

Salary: $237,302
Cell phone stipend: $1,080
Mileage: $7,500
District’s share of Retirement, FICA and Medicare: $35,434.21
Insurances (Health, Dental, Life, Long Term Disability): $21,566.35
*Travel allowance/reimbursement: $6,000
*Association/Membership dues: $4,000
Total Proposed Budget: $312,883.00

*The amounts for travel and dues are based on the 2019-2020 budgeted amounts, the 2020-2021 budget has not been set but no change in amount is anticipated. The actual expenditure for the 2019-2020 year was less than the budgeted amount.

Future Expenses if Superintendent were to Leave:
- **Payment for unused sick time.** Dr. Rikli receives 12 sick days annually. His current sick leave balance is 73.29 days. If none of these days were used, combined with his current balance, the amount he would receive at the end of the year for unused sick time, if he were to leave the school district, would be $5,496.75.
- **Payment for unused vacation time.** Dr. Rikli receives 20 vacation days annually. His current vacation balance is 30 days. The maximum number of days that can be accrued is 30 days. The amount he would receive at the end of the year for 30 days of unused vacation time, if he were to leave the school district, would be $27,381.
Subject: Board Policy 5000 Review

Meeting Date: June 8, 2020

Prior Meeting Discussion Date: April 27, 2020
May 7, 2020 HR Board Subcommittee
May 11, 2020

Department: Human Resources

Action Desired: Approval X Discussion ____ Information Only_______

Background:
The subcommittee reviewed the Series 5000 Board Policies. Recommended changes are as follows:

a) 5003 – Homeless Children: Change title of coordinator to “Director of Human Resources and Student Services.”
b) 5101 – Attendance: Change title of coordinator to “Director of Human Resources and Student Services.”
c) 5301 – Student Conduct, Vandalism and Disruption: Elimination of “correspondence course” language and replacement with “alternative education.”
d) 5501 – Student Records
   i. Adding definition of “maintain.”
   ii. Adding language clarifying “school official.”
   iii. Adding language clarifying “law enforcement units” and removing language already covered in Policy 1002.
   iv. Adding language clarifying “surveillance videos.”
   v. Replacing language regarding disclosure of records in the event of significant threat posed by the student.
   vi. Removing provisions regarding “directory information” already covered in Policy 1201.
c) 5701 – Student Transportation: Addition of “Safe Pupil Transportation Plan.”

Recommendation: Motion to approve the proposed changes to Policy 5000 – Students as presented.

Responsible Person: Dr. Kati Settles and Dr. Trent Steele

Superintendent’s Approval ________________________________
Signature
Series Name: 5000 - Students

Topic: 5000 - Student Admissions and Assignments

Policy: 5003 Homeless Children

The Papillion La Vista Community Schools will admit all children identified as “Homeless” in accordance with the requirements of Title X, Part C, Subtitle B, and Section 722. Children meeting the definition as Homeless under the McKinney-Vento Homeless Assistance Act of 1987 shall be admitted immediately, without charge, and without restrictions on such documentation as a birth certificate, proof of a physical, or evidence of completed immunizations. Homeless children shall be automatically eligible to access all services to which they are entitled by law.

The Superintendent shall designate a “Homeless Liaison” to assist in coordination of educational services for Homeless children and shall develop procedures for the building principals and other school staff to follow in the implementation of this policy.

Procedure 5003

The Director of Secondary Human Resources and Student Services shall serve as the Homeless Liaison.

Definition of Homeless Children: As specified in the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431) "Homeless" means individuals who lack a fixed, regular and adequate nighttime residence.

The definition includes:

A. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals

B. Children and youths who have a primary nighttime residence that is a public or private place not designed or ordinarily used as a regular sleeping accommodation for human beings;

C. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

D. Migratory children who qualify as homeless because the children are living in circumstances described above.

E. Unaccompanied children or youth who qualify as homeless because they are living in circumstances described above.

Enrollment: Upon notification by the parent(s)/guardian(s) and/or Homeless Liaison, in the case of an unaccompanied homeless youth, that a child meets the definition of “Homeless” as outlined above, the following procedures shall be followed:

The student(s) shall be immediately enrolled in school, regardless of whether or not he/she has documentation of otherwise necessary immunizations, birth certificate, school records or proof of a physical. The school social worker shall be notified by the building principal or his/her designee of the homeless situation and shall assist the parent(s)/guardian(s) of any homeless student or unaccompanied homeless youth in acquiring the necessary documentation.

Transportation: At a parent(s)/guardian(s) request, or at the request of the Homeless Liaison in the case of an unaccompanied homeless youth, homeless students shall be provided transportation arranged by the Homeless Liaison to and from their school of origin. The school of origin is defined as the school the child attended when permanently housed or the school in which the child was last enrolled.

If the school of temporary residence and school of origin are both within the District’s boundaries such transportation shall be provided in the same manner that it would be for a student assigned to a school outside their residential attendance area under an
Administrative Transfer. If the student's temporary residence is in a district outside the school of origin, the Homeless Liaison shall work with a representative of the District of temporary residence to arrange for sharing the cost of transportation equally.

School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth. To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including: The impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child’s or youth’s parent/guardian or, in the case of an unaccompanied youth, the youth.

Child Nutrition: Upon written notification by the Homeless Liaison, the Food Services Director shall make any homeless student immediately eligible for free meals. No formal application is required. The Food Services Director shall notify the appropriate school personnel of the child’s eligibility.

Title I Assistance: Upon notification by the Homeless Liaison, any homeless student shall be immediately eligible to receive any services being provided through federal Title I funds. The Title I Coordinator will notify the building principal of the student’s eligibility for Title I services and a Needs Assessment may be conducted to determine if such support services are necessary.

Follow-Up/Monitoring: The school social worker will work cooperatively with school staff and parent(s)/guardian(s) to monitor the student's homeless situation and to assist parent(s)/guardian(s) in obtaining the necessary documentation. The building principal or his/her designee will notify the Homeless Liaison once the homeless student’s parent(s) has confirmed that they have obtained a permanent residence and are no longer homeless. The Homeless Liaison will notify all necessary district staff of this change and remove the student(s) from the District’s list of homeless students.

Dispute Resolution: The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.

In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child’s parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.

Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

Procedure Revision History: (Established 03-28-05)(Revised 10-23-06)(Revised 10-22-07) (Revised 11-10-14)(Revised 6-11-18)(Revised 6-8-20)

Policy Revision History: (Adopted 03-14-05)
Policy: 5101 Attendance

The Board of Education shall approve attendance boundaries for the individual schools within the District using the criteria of safety, educational opportunity and availability of facilities. The Superintendent of Schools shall review the attendance boundaries annually and recommend changes as appropriate.

Every person residing in the District who has legal or actual charge or control of any child who will reach the age of six by January 1 of the current school year; has not reached eighteen years of age; and is enrolled in the District shall cause such child to attend school each day that school is open and in session, except when excused by school authorities, unless the student has graduated from high school.

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The Principals and teachers are required to maintain an accurate record of student attendance.

Procedure 5101A

General Attendance Procedures

High school students who initially enroll or re-enroll in the District without evidence of prior school enrollment for the current school year may be assigned to receive credits through one of the District's alternative education programs. The decision regarding the most appropriate educational placement for a student under these conditions will be made by a team of school professionals who are knowledgeable about the student's educational history and the alternatives available in the District to meet each student's educational needs as he/she transitions back into the general education program. This restriction does not apply to students who are subject to the mandatory attendance law by order of the court or to students who transfer to the District with evidence of current attendance and satisfactory progress from an accredited school.

Any district student whose parent(s)/guardian(s) move from the District to another school district within the state of Nebraska during a school year will be allowed to finish that school year in their current school building free of any tuition charge. Parents must apply under the Enrollment Option or Learning Community Open Enrollment programs if they want to continue their child's enrollment in the District the following school year. In all Enrollment Option transfers, the parent(s)/guardian(s) will be responsible for providing the student's transportation to and from school. Enrollment Option students who qualify for free lunch, according to lunch program guidelines, may be eligible for mileage reimbursement, at the state approved rate, if requested.

Attendance on less than a full-day basis may be allowed for students who, under the rules and regulations of the Individuals with Disabilities Act (IDEA) and Rule 51 of the State of Nebraska or Section 504 of the Rehabilitation Act of 1973, are determined to be disabled. The schedule for these students will be determined by the Individual Education Program Team (IEP) or Section 504 Team. Non-disabled students may be placed in a less than full day program by a contract between the parent(s) or guardian(s) and the school administration. Part-time enrollment may also be available to resident students enrolled in private or parochial schools, or students approved under the Nebraska Home School Exemption, based on availability of space in these programs and/or classes being requested by the parent.

All children who reach the age of 6 by January 1 of the current school year must enroll in school unless they are attending an alternative education program that will allow them to enter the first grade the following year.

All children must attend school through the age of 17 unless they have obtained a diploma, completed an alternative education program, or if the student meets the criteria to discontinue mandatory enrollment as defined in Policy #5102.
Procedure 5101B
Special Attendance Permit & Enrollment Option

Parent(s)/guardian(s) who wish to enroll their students, but do not live in the District, or in that school's attendance zone, must complete the appropriate application form. These forms are available at the District's administration office.

Class size, staffing, grade-level capacity, building capacity, and enrollment management strategies established by the school administration and/or Board of Education, all are considered when approving or denying applications. The Director of Human Resources and Student Services determines which applications are approved. Denial decisions may be appealed to the Assistant Superintendent of Human Resources.

Special Attendance Permits may not be used to determine a student's attendance zone and corresponding school building. A student's attendance zone and corresponding school is determined on the basis of the zone in which a student's parent/guardian with primary legal and physical custody reside.

A. Special Attendance Permit

The permit applies to residents of the District who wish to attend a school outside of their designated attendance zone. Transportation is not provided. Applications are due prior to February 1st of the year prior to the effected school year. Applications submitted after February 1st will be processed in the order in which they are received based on building/grade capacity. Application will not be considered after the first day of the school year unless the application meets one or more of the established exceptions.

Once a Special Attendance Permit has been issued, the District will make every effort to allow the student to continue in that building. However, the District reserves the right to re-assign any student under these provisions if enrollment growth in the building makes it necessary to move non-resident students. Parents who wish to have their child continue with his/her classmates to the next school level (elementary to junior high to high school) that is not in their assigned attendance zone must file a new Special Attendance Permit prior to February 1st of the child’s final year of school in that building. Every effort will be made to approve such Permits unless the projected enrollment in the school being requested is above the capacity limits established by the Superintendent for that building.

Any sibling of a student who has been granted a Special Attendance Permit to attend a school building outside his/her assigned attendance area may also apply for a permit to enroll in that same school building in an effort to avoid splitting students from the same family into two different buildings.

B. Enrollment Option Application

An application for a Nebraska Enrollment Option Program transfer applies to a transfer from the student's resident Nebraska district. Transportation is not provided by the Papillion La Vista Community Schools, however, Enrollment Option students may be eligible for mileage reimbursement at the state approved rate if they qualify for free lunch according to lunch guidelines, if requested. All Enrollment Option applications must be filed with the Director of Student Services prior to the first day of school. Applications will not be considered after the first day of school unless the application meets one or more of the established exceptions.

Once a student is accepted into the Papillion La Vista Community Schools under the Enrollment Option Program, he/she will be assigned to an attendance zone and corresponding school on the same basis as those students living within the District's boundaries. Such building assignments are based on the residence of the parent(s)/guardian(s) with primary legal and physical custody of the child, as well as school building, program or classroom capacity limits established by the Superintendent of Schools.
Once the student’s assigned attendance zone school has been established, parent(s)/guardian(s) may submit an application for a Special Attendance Permit to attend a different school building. Such applications will be approved on a space available basis using the same criteria as required by the Learning Community Open Enrollment Program.

**Elementary:**
Once an "Application for Student Transfer Nebraska Enrollment Option Program" has been granted at the elementary level, that elementary school attendance zone becomes that student's resident attendance zone of record. Future attendance at district schools will be according to established boundaries for that attendance zone. The student will finish his/her elementary years in that school.

**Middle School:**
When an "Enrollment Option" elementary student moves to the middle school level, the residence attendance zone established upon entry to the District will determine which middle school the student will attend.

**Senior High:**
When an "Enrollment Option" high school student moves to, or initially enrolls at the senior high level, the assigned attendance zone will be determined on the basis of the residence of the parent(s)/guardian(s) with primary legal and physical custody of the child, just as it is for students residing within the District boundaries.

**G. Learning Community Open Enrollment Program**
Starting with the 2017-18 school year, the status of Open Enrollment students will change to Enrollment Option. Transportation will be provided to former Open Enrollment students if they qualified for transportation according to Open Enrollment guidelines in the 2016-17 school year. Such transportation will continue until the child complete the grade-span of the building in which he/she was enrolled in 2016-17.

**D. Student Primary Residence Changes (moving)**
If a student has attended a school in the District while residing in that school building’s attendance area for a minimum of one semester, or the equivalent, and still resides in the district, he/she will be allowed to continue attendance in that building for the remainder of that school year. Transportation is not provided for students who have moved outside their assigned attendance area school but choose to complete the school year in their original school building. The District will only provide transportation services as described within the student’s IEP for students who are residents of the District. Parent(s)/guardian(s) must notify the student’s school secretary of their change of address as soon as the move is completed. If parent(s)/guardian(s) prefer, they may transfer the student to the new attendance zone school during the year, at the time the move takes place. A student may submit a Special Attendance application if he/she wants to remain in the building following the school year of the residence change. Such applications will be subject to the procedures outlined for Special Attendance Permits.

A student who has attended a school in the District while residing in that school building’s attendance area for a minimum of one semester, or the equivalent, and moves outside of the District, will be allowed to continue attendance in that building for the remainder of that school year. The student must submit an Enrollment Option Application to be considered for approval to return to the Papillion La Vista Community Schools the following year. Applications will be approved or rejected subject to the procedures outlined for Enrollment Option.

**Exceptions for Transfer Requests** (Special Attendance & Enrollment Option)
Requests for approval of applications for transfers from building to building, or district to district that do not meet the approval requirements or capacity limits established for a school building will be considered by the Superintendent or his/her designee as an “Exception” meeting one or more of the following criteria for approval:
A. **Current Enrollment Exception:**
An exception will be considered for a student attending a school in the District and residing in this school building’s attendance area zone for a minimum of one semester or the equivalent and has moved out of that attendance zone, but still resides in the District and wishes to continue attendance in that building.

Students who move out of the District may complete the current school year. They may apply for Open Enrollment for the next year, however, such applications are subject capacity limits.

This exception may NOT be applied in a building that is considered "closed." Buildings are "Closed" if they are at or above capacity and/or there is substantial potential for growth in that attendance area.

Beginning with applications for the 2015-16 school year, transfer applications approved prior to a building being declared Closed will be allowed to continue attendance in that building.

B. **Sibling(s) Exception:**
An exception may be approved if the student for which the application is submitted will have a sibling in the building during the year for which the student is applying. This exception will be approved even if the grade-level and/or building is at or above capacity. This exception may NOT be applied in a building that is considered "Closed" unless the older sibling’s transfer application was approved prior to the closing of the building or prior to the 2015-16 school year. Buildings are Closed if they are at or above capacity and/or there is substantial potential for growth in that attendance area.

C. **Medical Hardship Exception:**
An exception will be considered if a written diagnosis for the student is provided by a medical doctor of an existing physical or mental illness, along with documentation that the specified treatment being prescribed by the doctor for such a diagnosed illness requires the student to attend a school other than his/her assigned attendance zone school. Such diagnosis and treatment of a physical or mental disorder should reflect a chronic condition for which treatment has been sought and received prior to the request for a transfer of schools. The superintendent and/or his designee may request that a multidisciplinary team (including but not limited to: principal, counselor, nurse, school psychologist, social worker and teacher(s), and others) from that selected building review the information and make a recommendation for his/her consideration.

This exception may be approved even if the grade-level and/or building is at or above capacity or considered “Closed.”

D. **Court Order Exception:**
An exception will be considered if a written recommendation by a county, district, or state judge requests that a student transfer to a new school, other than the school assigned to the student on the basis of his/her assigned attendance zone due to safety issues present in the student’s current or prior school environment.

This exception may be approved even if the grade-level and/or building is at or above capacity or considered “Closed.”

E. **Administrative Exception:**
The superintendent and/or designee may reassign a student to a building other than the school to which he/she is assigned. Such a reassignment will be based on reasonable evidence supporting the need for such a reassignment. Such reasons may include, but are not limited to: Safety, specialized student services, and behavioral/disciplinary issues.

This exception may be approved even if the grade-level and/or building is at/above capacity or considered “Closed.”

F. **Late Application Exception:**
Applications made after the established deadlines, but prior to July 1 may be accepted if the
building/grade level being requested is still under the established capacity limits and if the building is not considered “Closed.” An exception to the July 1 deadline may be granted for students who move into the District (if Special Attend), Douglas/Sarpy County (if Open Enroll) or Nebraska (if Option Enroll) after July 1, but prior to the first day of school, if capacity exists in the school building being requested and the building is not considered “Closed.”

G. Attendance Boundary Transition Exception
Board of Education may change attendance boundaries in an effort to manage enrollment. As a part of such changes, the Board of Education may direct one or more exceptions for families/students impacted by such boundary changes. Board of Education actions may override other exemptions identified in procedure #5101B.

- Rumsey Station Exception – Beginning with students in 5th grade at Rumsey Station in the 2008-09 school year, this attendance area track was changed from Papillion Middle School > Papillion – La Vista South High School to a new track of La Vista Middle School > Papillion – La Vista High School. If a student has/had an older sibling follow the former track (PMS > PLSHS), that student will be granted an exception allowing him/her to also follow the PMS > PLSHS track, if requested.
- Students enrolled at Portal during the 2014-15 school year and who resided in the developments of Hunters Crossing/Western Hills/Hunters Ridge were reassigned from Portal to Tara Heights starting with the 2015-16 school year. Those students, attending Portal during the 2014-15 school year, and their siblings, will be granted an exception to attend Prairie Queen Elementary, if requested.
- Student from Kingsbury and Portal Ridge may, if requested, attend 7th grade in 2015-16 and 8th grade in 2016-17 at the same Middle School. This is a one-time exception that does not include siblings. It is designed to minimize the impact of boundary changes for these two developments.
- Students attending 6th grade at Prairie Queen during the 2015-16 school year AND who reside in the developments specified (below) may return to the Middle School they would have been assigned prior to the newly established Middle School boundaries for 7th grade in 2016-17 and 8th grade in 2017-18:
  - Students residing in Kingsbury may attend Papillion Middle School, instead of the new Middle School, if requested.
  - Students residing in Portal Ridge/Hunters Crossing/Western Hills/Hunters Ridge may attend La Vista Middle School, instead of the new Middle School, if requested.
- A child or children in the area from Cornhusker Road to Lincoln Road and between 132nd street and 96th street may attend Papillion La Vista South High School if their parent/guardian, with home he/she lives, has a primary domicile, or owns a lot in the area from Cornhusker Road to Lincoln Road and between 132nd street and 96th street on or before June 12, 2017. Younger siblings of said student(s) may also attend Papillion La Vista South High School.

H. Military Exception
Children of parents in active military service may be granted a one school-year exception. Such exceptions are designed to minimize school transitions that may impact this mobile population. Examples of situations where this might apply may include: a) Boundary adjustments that may require a family to change schools. b) “Closed” buildings that normally don’t allow families to remain enrolled if they move out of that building’s attendance area. Other similar situations may be considered. Capacity limits will be considered. Child/ren will be required to return to their assigned school when this one school-year exception expires.

I. Certified and Administrator Exception
An exception will be considered for the enrollment of children of current certified and administrative staff members who are employed full time (1.0 FTE) by the District and who were not previously selected.

J. High School Transfer to Access Special Programs
Beginning 2016-17, high school students registered for the following programs may receive an
exception to enroll in the high school in which the program is offered even if not assigned to that high school: Media Academy, Avenue Scholars, Russian, Information Technology, and NJROTC.

**Procedure Revision History:** (Established 05-14-01)(Revised 08-26-02)(Revised 01-27-04) (Revised 11-22-04)(Revised 05-23-05)(Revised 10-24-05) (Revised 11-09-09)(Revised 04-26-10)(Revised 08-23-10 (Revised 11-12-12) (Revised 01-26-15)(Revised 01-26-15) (Revised 02-18-15) (Revised 3-11-16)(Revised 06-12-17)(Revised 6-11-18)(Revised 6-8-20)

**Procedure 5101C**

**Attendance/ Excessive Absence**

A. Attendance Officer
   The building principal is identified as the attendance officer in each building. He/she may work collaboratively with the social worker, counselor, nurse, psychologist, teachers, and other key staff to promptly address attendance concerns. This may include working with the student/parent(s) to investigate barriers to regular attendance, developing a collaborative plan designed to improve attendance, and reporting cases of excessive absence to the county attorney.

B. Reporting Absence
   If a student will be absent, the parent(s)/guardian(s) is asked to notify the school prior to 8:30 a.m. If the school has not received a call, the school shall call the parent(s)/guardian(s) to verify the student's whereabouts. Phone calls or notes from parent(s)/guardian(s) may be accepted as verification for absence. Principals may request parent(s)/guardian(s) to obtain notes of verification from physicians for students who may have excessive medical related absences.

C. Absences from School - Definitions:
   1. An absence from school will be reported as: 1) an excused absence or (2) an unexcused absence. Students who are absent from their assigned classroom, but who are still in attendance at school or in a school activity may be recorded as 'waived' and such absence from class will neither be counted as 'excuse' nor 'unexcused'.

   **Excused Absence** is an absence for which there is a valid cause known and approved by the Principal or designee and confirmed by telephone or attested to in writing, signed by a parent/guardian either before or within 2 school days after the date of the absence. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.

   The principal shall have the discretion to deny approval of any absence depending on the circumstances for each specific student (frequency of absence, academic status, test/work missed, and family trips that could occur during non-school times.) An absence for any of the following reasons may be excused, provided the required procedures have been followed:
   1. Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
   2. Illness which causes a student to be absent from school,
   3. Doctor or dental appointment which requires the student to be absent from school,
   4. Court appearances that are required by a court order,
   5. School sponsored activities which require students to be absent from school,
   6. Family trips in which the student accompanies parent(s)/legal guardian(s),
   7. Other absences which have received prior approval from the Principal, and,
   8. Suspension or expulsion from the school building.

   **Unexcused Absence** is an absence which is not excused by the parent or school administrator. An absence for which there is no valid cause known to the principal or designee, confirmed by telephone or attested to in writing, signed by a parent/guardian either before, or within 2 school days after the date of the absence will be recorded as 'unexcused'.

   Any absences from school due to illness that extend beyond 3 consecutive school days may be recorded as 'unexcused', unless the illness causing such absences is confirmed in writing by a licensed physician or the equivalent.
A student who engages in any unexcused absences may be considered truant as per state law Neb. Rev. Stat. 79-201. Truancy is also a violation of school rules. Students are subject to disciplinary consequences for truancies.

D. Excessive Absence/Notification:

1. The Principal or his/her designee shall contact the parents of any student who has missed 5 days of school or the hourly equivalent in any given quarter in which school is in session to inquire about the nature of the student's absences and inform parents of the possible negative impact that further absences from school may have on the student's academic success.

2. A student who has 9 days of absence per year shall have a letter sent to their parent(s)/guardian(s) notifying them of the attendance policy and the student's status.

3. A student who is absent 15 or more days per year shall have a letter sent to their parent(s)/guardian(s) notifying them that he/she may be defined as having a record of excessive absence.

4. At any point, the principal and/or his/her designee may request one or more meetings with the parent/guardian for the purpose of addressing barriers to attendance. A collaborative plan will be developed to reduce barriers and improve attendance. If the parent/guardian refuses to participate in such meetings, the principal shall place documentation of such refusal in the child's attendance record. The collaborative plan shall consider, but not be limited to:
   - Illness related to physical or behavioral health of the child
   - Educational counseling
   - Educational evaluation
   - Referral to community agencies for economic reasons
   - Family or individual counseling
   - Assisting the family in working with other community services

E. Involvement of County Attorney
The school may report to the county attorney when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences.


Procedure 5101D

Private, Parochial and Exempt Home School Student Enrollment
Resident students attending private, parochial or home school exempted schools are also eligible to enroll in the Papillion La Vista Community Schools on a part-time basis and may participate in extracurricular or co-curricular activities. For the purposes of this Procedure, “Resident students” shall be defined as those students who are eligible to enroll in the school district through documented residency within the District boundaries or an approved Enrollment Option or Learning Community Open Enrollment application. District attendance zone boundaries and assignment of students to a specific school building shall be determined on the same basis as any other student enrolled in the District.

Such enrollment and/or activity participation shall be dependent upon available space in any grade level,
classroom, program, school building, or activity. Students interested in participating in co-curricular activities such as class field trips, clubs (i.e. DECA, FBLA, National Honor Society) or other subject-related events must first be enrolled in the subject area course(s) to which the event is related. The determination of eligibility for enrollment and/or participation in activities shall be based upon the same criterion used for any other student enrolled in the District. Specific criterion for extracurricular activity participation is included in district Policy and Procedure 6304. Additional guidelines may be found in the Student Handbook at each school.

In some cases, minimum course enrollment and grade requirements established by the Nebraska School Activities Association (NSAA) must be met before a student can be considered eligible to participate in NSAA sanctioned activities. These requirements are outlined in the Student Handbook in both high schools.

Approval for part-time enrollment and/or activity participation shall be granted or denied by the building principal, using established requirements of district policies, procedures and/or handbook guidelines. Once approved, students must continue to meet all other enrollment and attendance requirements established in board policies and student handbooks to remain eligible for part-time enrollment or activity participation. Each building principal shall reserve the authority to deny or rescind part-time enrollment to any student in the event that the student’s enrollment or participation in program(s) becomes disruptive of the educational process.

**Procedure Revision History:** (Established 05-23-05 (Revised 11-09-09)

**Policy Revision History:** (Adopted 09-09-91)(Revised 06-13-94)(Revised 10-09-95) (Revised 05-14-01)(Revised 10-22-01)(Revised 01-27-04) (Revised 11-22-04)(Revised 10-24-05)(Revised 11-12-12) (Revised 07-28-14)
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 accident, students will be expected to pay for all damage they cause to school property.

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

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. It applies to student behavior during an outside activity period and/or athletic season, during the regular school year, and during summer months outside the regular school year.

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.

Category I:
Category I involves behaviors during the school year, from the first day of classes in August 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, tobacco, 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 discredited the reputation of the school district.
• 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) 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 all activities or athletics for one calendar year from the date of the third violation.

Students under out of school suspension cannot practice or participate in activities or athletics until the day after that suspension has been completed.

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, he or she 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, he or she 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).

Procedure Revision History: (Established 05-25-01)(Revised 03-01-06)(Revised 04-28-14)(Revised 5-23-16)(Revised 6-8-20)

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
1. The following behavior constitutes grounds for this type of exclusion:
   a. Conduct set forth in Section C1, below under Long-Term Suspension, Expulsion and Mandatory Reassignment.
   b. Any other violations of rules or standards of behavior adopted pursuant to law.
2. 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. Prior to such suspension, the student must be given oral or written notice of the charges, an explanation of the evidence against the student, and an opportunity to present the student's version.
   d. Within 24 hours of such additional time as is reasonably necessary following suspension, the principal must:
      1. Send a written statement to the student, the student's parent(s)/guardian(s), describing the student's conduct or rule violations.
      2. Set forth the reasons for the action taken in the written statement.
      3. Make a reasonable effort to confer with parent(s)/guardian(s) before or at the time the student returns to school.
   e. 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. Each school shall develop and adopt guidelines stating the criteria school officials shall use in determining whether and to what extent such opportunity for completion will be granted to suspended students. The guidelines shall be provided to the student and parent(s)/guardian(s) at the time of suspension.

B. Emergency Exclusion
1. A student may be subject to emergency exclusion for the following reason(s):
   a. Dangerous communicable disease.
   b. Creating a danger to self or others.
   c. Preserving the rights of other students to pursue an education.
2. An emergency exclusion shall be based upon a clear, factual situation and last no longer than is necessary to avoid the dangers set forth in Section B-1, a-c, above.
3. An emergency exclusion for 5 school days or less shall be subject to the same procedures set forth for short-term suspension in Section A 1 and 2 above. The written notice sent within two school days to the student and the student's parent(s)/guardian(s) shall include a description of the hearing procedures provided by law and a hearing request form explaining that if the duration of the emergency exclusion should exceed 5 school days, that the student, or the student's parent(s)/guardian(s), may use such form to request a hearing. Copies of the exclusion letter and supporting information will be forwarded to the Superintendent on the same date.
4. Extension of Exclusion: Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent’s designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.
   a. The superintendent or the superintendent’s designee shall notify the student’s parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.
b. The student’s parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice. If the initial request for a hearing is oral, they shall confirm the request in writing.

c. If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

d. If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

e. The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within five school days after the school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days’ notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

f. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

g. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

h. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

i. The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

j. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

k. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony but may choose not to testify.

l. The principal or his or her designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation and may be questioned.

m. The hearing examiner shall prepare a report of his or her findings and recommendations and forward the report to the superintendent.

n. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

C. Long-Term Suspension, Expulsion and Mandatory Reassignment

1. 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 g, below:
   a. Use of violence, force, coercion, threat, intimidation or similar conduct in a manner that constitutes a substantial interference with school purposes.
   b. Willfully causing or attempting to cause substantial damage to private or school property, stealing, or attempting to steal private or school property of substantial value, or repeated damage or theft involving private or school property of small value.
   c. Causing or attempting to cause physical injury to any person. 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.

d. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining
money or anything of value from such student.

e. Engaging in the unlawful possession, purchase or attempted purchase, selling,
dispensing or use of a controlled substance or look-a-like, or alcoholic liquor, or being
under the influence of a controlled substance or alcoholic liquor.

f. Public indecency, as defined by law, except that this subdivision shall apply only to
students at least 12 years of age but less than 19 years of age.

g. Sexually assaulting or attempting to sexually assault any person or 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 of 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 paragraph, sexual assault shall mean
sexual assault in the first degree and sexual assault in the second degree as defined in
Nebraska Revised Statutes Sections 28-319 and 28-320 as such statutes now provide or
may hereafter from time to time be amended.

h. Engaging in any other activity forbidden by the state law which activity constitutes danger
to other students or interferes with school purposes.

i. A repeated violation of any rules validly established pursuant to law if such violations
constitute a substantial interference with school purposes.

j. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or
generally considered a weapon, including knives, fireworks, throwing stars, brass
knuckles, stun guns, B.B. guns and pellet guns.

k. Engaging in bullying as defined in state statute.

l. Engaging in prohibited use of electronic devices. Students shall not use electronic
devices for recording and/or transmitting (video, audio, photos) without direct approval
and consent of the person(s) being recorded, other than recordings of persons
participating in school activities that are open to the public or unless the recording is a
required accommodation in the student’s IEP or 504 plan.

m. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or tobacco
imitation substances or packaging, regardless of form, including cigarettes, chewing
tobacco, and any other forms of tobacco or imitation, such as electronic cigarettes, vapor
pens, etc.

2. 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:

1. 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.

2. 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).

3. Suspension and mandatory expulsion for knives and chemicals.

a. The following behavior may constitute grounds for short-term suspension:
1. Knowingly possessing, handling, or transmitting knives and/or chemical substances (including, but not limited to pepper guns and bleach), and any other object or substance that could be used to injure another person.

b. The following behavior constitutes grounds for mandatory expulsion:
   1. A second or subsequent violation of 3(a) (1) within four school years.

4. The following procedure is required for long-term suspension, expulsion, and mandatory reassignment listed in Section C.
   a. 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 exclude.
   b. Within 2 school days, 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:
      1. Rule violated and a summary of the evidence.
      2. Penalty, which the principal has recommended.
      3. Notice of the student's rights to a hearing upon request.
      4. The District's hearing and appeal procedures.
      5. A statement concerning the right to examine the student's academic and disciplinary records and any affidavits to be used at a hearing.
      6. A statement concerning the right to know the identity of witnesses who will appear at a hearing, and the substance of their testimony.
      7. A form on which the student and the student's parent(s)/guardian(s) may request a hearing.

5. 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.

6. The following preliminary procedure must be followed if a hearing is requested within 5 school days of the receipt of notice:
   a. The Superintendent must appoint a hearing examiner.
   b. The hearing examiner must give written notice to the principal, the student, and the student's parent(s)/guardian(s) of the time and place for the hearing. No less than 2 days actual notice must be given.
   c. The hearing examiner must meet the following criteria:
      1. Must not have brought the charges against the student.
      2. Shall not be a witness at the hearing.
      3. Must have no involvement in the charge and must be impartial.
      4. Must be available to answer any questions relative to the hearing.

Formal Hearings:
A. The following rules apply when a hearing is conducted:
   1. 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.
   2. Witnesses may be present only when giving information at the hearing.
   3. Anyone may be excluded by the hearing examiner if they disrupt an orderly hearing.
   4. 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.
5. 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.

6. The hearing examiner is not bound by rules of evidence or other courtroom procedure.

7. 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.

8. The testimony shall be under oath; the hearing examiner shall administer the oath.

9. The persons listed in (g), above, shall have the right to question any witness giving information at the hearing.

10. Any person giving testimony is given the same immunity from liability as a person testifying in a court case.

11. The proceeding shall be recorded at District expense.

12. 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

1. 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.

2. 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.

3. 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).

4. Upon receipt of the written notice, the Superintendent's determination shall take effect.

C. The Record and the Appeal

1. 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.

2. 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.

3. 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

1. The following rules will apply when there is a hearing in front of the School Board:
   a. It may be held either before the Board or a committee of the Board consisting of not less than three members.
   b. 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.
   c. 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.
   d. 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.
   e. When the Board deliberates, it may reopen the hearing to receive additional evidence subject to the right of all parties to be present.
f. The Board may alter the Superintendent's recommendations, but may never impose more severe sanctions.
g. 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).
h. 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 hearing stage.

Alternative School, Class, Program:
The District shall have a set of correspondence courses alternative education available for expelled and excluded students. The alternative will be developed by the Director of Human Resources and Student Services and it will be shared with parent(s)/guardian(s) and students after expulsion is completed. The correspondence course alternative education for expelled students shall enable the student to continue work for credit. If the student fails to meet the conditions of the learning program the District may terminate the program after a due process hearing. Students can earn credit for work completed. Should the parent(s)/guardian(s) refuse to participate in the alternative education, the District has no further obligation.

Procedure Revision History: (Established 05-25-01)(Revised 10-27-08)(Revised 11-12-12)(Revised 5-23-16)

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

Procedure Revision History: (Established 05-25-01)(Revised 06-28-94)(Revised 08-12-96)(Revised 05-11-98)(Revised 01-27-04)(Revised 5-23-16)(Revised 6-8-20)

Policy Revision History: (Adopted 09-09-91)(Revised 06-13-94)(Revised 08-12-96) (Revised 05-11-98)(Revised 09-22-08)
Policy: 5501 Student Records

The Superintendent is responsible for establishing administrative procedures regarding compiling, maintaining, releasing and accessing student records. The procedures shall follow the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA) and Nebraska Law and Regulations.

Procedure 5501

Papillion La Vista Community Schools are obliged by the federal Family Educational Rights and Privacy Act (FERPA) and state laws and regulations to establish, maintain, and process certain records for our students. We want this process to enhance and support learning experiences, yet respect the privacy of the student and the family. Building principals are responsible for working with their staff to ensure compliance with these procedures.

School staff shall maintain student records in compliance with this procedure as well as state and federal law. Student files and other education records shall not be released or divulged except in compliance with state and federal law. School officials may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. A school official who violates this restriction shall be subject to disciplinary action up to and including termination.

To the extent permitted by law, contractors, consultant and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

A. Definitions:

1. "Education Records" (cumulative file) means any information, including discipline records either generated by the District or received from other institutions or individuals. This includes, but is not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche. These records are directly related to a student and maintained by the school district for the purpose of making educationally related decisions regarding that student.

2. "Disclosure" means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records to any party, by any means, including oral, written, or electronic means.

3. A school official has a "legitimate educational interest" if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

4. A school official for purposes of access to education records is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff); a person serving on the school board; a person or company with whom the District has contracted to perform a special task (such as an attorney, law enforcement officer, auditor, medical consultant or therapist); third-party software, application operators who have contracted with the school district or its agent(s) to offer online programs for the benefit of students and the district; or a parent or student serving in an official committee, such as a disciplinary or grievance committee or assisting
another school official in performing his or her tasks. Any individual who accesses student records as a "school official" may not disclose the information contained in those records unless that disclosure is permitted by state or federal law.

5. "Eligible student" means a student who has reached 18 years of age or is attending an institution of postsecondary education.

6. "Law Enforcement Units" are those individuals and agencies designated by the Board of Education on Policy 1002. Records of the district’s law enforcement units are exempt from FERPA coverage, and shall not be governed by this procedure. "Law Enforcement Units" shall include any of the following local law enforcement agencies that has jurisdiction within the Papillion-La Vista School District and contracts with the District to provide protection and security. This includes those individuals identified as School Resource Officers (SRO), DARE instructors and GREAT instructors.
   a. La Vista Police Department
   b. Papillion Police Department
   c. Sarpy County Sheriff’s Department
   d. Bellevue Police Department

d. "Maintain" shall mean student records which are printed and kept in the student’s physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The official school district student information system is “SIMS” (Student Information Management System).

B. Types of Records:
   1. Permanent Student Records - The permanent record includes the minimum personal information necessary for operation of the educational system. This information is confidential with access by school officials with legitimate educational interest and is released according to established procedures in the Release of Student Records section.
      a. Copy of Certified Birth Certificate.
      b. Summary attendance records.
      c. Grade level completed.
      d. Transcript of classes taken with grades and credit received.
      e. Record of date and type of inoculations and health examinations given to the class or student body as a whole.
      f. Record of participation in officially recognized school activities and sports.
      g. Signatures of people who are required to sign for access to student records and statement of purpose for such access as listed on Student Records Location and Access Form.
      h. A copy of the signed Release/Request of Student Records form, court orders, or subpoena.
      i. Record of immunizations required for school enrollment.

   2. Directory Information - The District may disclose directory information without requiring prior parental approval. The definition of directory information, and procedures regarding directory information, are found in Policy and Procedure 1201. The types of personally identifiable information that the District has designated as Directory Information are as follows:
      a. Student’s name, address, telephone number, gender, picture, and date and place of birth.
      b. Major Fields of study, grade level, enrollment status (e.g., full time or part time), dates of enrollment and current school building of enrollment.
      c. Participation in officially recognized activities and sports and publicity of that activity or event.
      d. Weight and height, if a member of an athletic team.
e. Degrees, honors and awards received.
f. Previous education agency or institution attended by the student.
g. Name and relationship of parent(s) or legal guardian(s) and electronic email address.
h. Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user’s identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.
i. Social media usernames or handles.
j. Student’s e-mail address.
k. Certain class work which may be published onto the internet, but which shall not include a grade, assessment or evaluation of student’s work by district staff.

This may include any approved school publications, newsletters, internet web sites, or other electronic means of publication. Federal law also requires schools to release Directory Information to military recruiters and recruiters from institutions of higher education (colleges and universities). The District may disclose information about former students without meeting the conditions in this section.

Directory Information may be released without requiring parental consent regarding a student’s participation in a school program or athletic event (i.e., band/vocal music programs and contests, intra and interschool contests for various departments and athletic programs and contests) or publicity of a school sponsored activity or event. This release may be made to the media, any approved school publication, newsletter, and website, Facebook or other electronic means of a publication.

In addition, Directory Information may be released to any school official with legitimate educational interests, or any person or agency with whom the District has contracted as its agent to provide a specific service. Such information will not be distributed for political or commercial use.

Directory Information will also be released without parental permission to the following agencies or organizations:

a. School parent/teacher organizations (PTA or PTO) and booster clubs.
b. School Resource Officers (SRO) and DARE or GREAT instructors.
c. Officers or representatives from the Learning Community Coordinating Council of Douglas and Sarpy Counties.
e. “Law Enforcement Units” as defined in Section A, #6 a-d.

No personally identifiable information, including a student’s name or photograph will be released without parent permission if doing so would identify that student as having a disability or being a member of a special education class, group or program.

A parent or eligible student has the right to refuse to let the District designate any or all of those types of information about the student as Directory Information. The period of time within which a parent(s)/guardian(s) or eligible student has to notify the District in writing that he or she does not want any or all of those types of information about the student designated as directory information is as follows: two weeks from the time this information is first received. Written notice should be provided to the student’s building principal if the parent refuses to have such Directory Information released.

Additional Notice Concerning Directory Information – The District’s policy is for education records to be kept confidential except as permitted by the FERPA law, and the District
does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District designates such student work as Directory Information and as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of Directory Information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

3. Subsidiary Student Records - Subsidiary records include other personal information that may aid the school district in helping the student or in protecting others. This information is confidential with access by school officials with legitimate educational interest and is released according to established procedures in the Release of Student Record Section.
   a. Results of standardized achievement, aptitude, ability, interest, and intelligence tests.
   b. Protocols of tests administered to a class or student body as a whole.
   c. Psychological reports.
   d. Diagnostic education evaluation.
   e. School social worker's case-study reports.
   f. School educational specialists' reports.
   g. Final reports by non-school special consultants.
   h. Correspondence concerning student.
   i. Educational, medical, and familial histories and data peculiar to individual students.
   j. Data summary reports.
   k. Transcripts of non-disciplinary school hearings concerning student.
   m. Student's or parent's/guardians written consent of release of subsidiary records.
   n. Parent's written consent permitting special examination of their child.
   o. Anecdotal records.
   p. Signatures of people who are required to sign for access to records and statement of purpose for such access must sign Student Record's Location and Access Form located in the Student's Permanent Record file.
   q. Limited English proficient individual (ESL) student data.
   r. Disciplinary Records - Disciplinary records include the report, summary, record, etc. of any school disciplinary action. These records are maintained separately from other records.
   s. Special Education Records - Special Education records include all information maintained for students in special education programs pursuant to federal and state laws, rules, and regulations.
   t. Section 504 - Section 504 records include all information maintained for students in 504 programs pursuant to federal laws, rules and regulations.
   u. Student Assistance Team (SAT) - SAT records include all information maintained for students in the pre-referrals process pursuant to federal and state laws, rules and regulations.
   v. High Ability Learner (HAL) individual student data.

4. Security Videos - Surveillance Videos – The district does not “maintain” images of students captured on security video tapes. If a student becomes the subject of a video, the district will take steps to maintain that portion of the video recording and will treat it as a student record under this policy. Videos that are maintained by school officials and the school’s Law Enforcement Units are not considered educational records under FERPA. These videos may be shared with parent(s)/guardian(s) of students whose images
are on the video and with outside law enforcement authorities as determined appropriate by school officials.

C. Disclosure of Records:
1. School officials with legitimate educational interest may access the records without parent permission or signing of the Student Records Location and Access Form.
2. All records (except directory information) are confidential and shall not be released to or accessed by any other person other than school officials with legitimate educational interest without parent(s)/guardian(s) or eligible student written consent, court order or subpoena or unless disclosure is permitted by another exception pursuant to FERPA. Originals or copies of the Release/Request of Student Records form, written consent, court order, or subpoena will be maintained in the student’s record.
3. If a school official believes that a student poses a significant threat, such as a threat of substantial bodily harm to any person, including to the student, then the school official may disclose personally identifiable information from the student’s education records without consent to any person whose knowledge of the information will assist in protecting a person from that threat. In regard to disciplinary records, school officials are permitted to disclose information without written consent regarding disciplinary action taken against a student for behavior that posed a “significant risk” to the student or others. This information may be disclosed to teachers and school officials within the District and to other school district representatives who have been determined to have a legitimate educational interest in the behavior of the student.
4. The school district will comply with a judicial order or lawfully issued subpoena to disclose information after making a reasonable effort to notify the parent, guardian, or eligible student, unless the judicial order or subpoena specifically states not to notify parent, guardian or eligible student.
5. If the school district initiates legal action against a parent of student and has made reasonable efforts to notify parent(s)/guardian(s), guardian, or eligible student, it may disclose the student's education records that are relevant to the action to the court without a court order or subpoena.
6. The school district shall give full rights of disclosure to either parent, unless the school district has been provided with evidence that there is a court order, state statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.
7. Records from a non-educational source will not be forwarded except for information that was used for verification of a disability.
8. Student records may be released without consent for the purpose of a student’s application for, or receipt of, financial aid.
9. A copy of the student’s records including all discipline records shall be released at no charge, upon request, to any public or private school to which the student transfers.
10. Federal and State laws require that a student’s educational records shall be released at no charge upon request to any public or private school to which the student transfers. This includes all disciplinary information contained in the student’s educational records.

D. Disposition of Records:
1. Permanent Records shall be maintained permanently.
2. Student files and records shall be maintained so as to separate academic and disciplinary matters. All disciplinary material in a student's file shall be removed and destroyed upon graduation or after the student's continuous absence from the school for a period of three (3) years.
3. Subsidiary Records (except for Special Education Records) shall be destroyed after the student’s graduation or 3 year continuous absence from school.
4. Special Education Records shall be destroyed 5 years after the District is no longer required to provide services for the student.
E. Notification of Rights under FERPA:

The Family Educational Rights and Privacy Act (FERPA) afford parents and students over 18 years of age ("eligible students") certain rights with respect to the student’s education records. They are:

1. The right to inspect and review the student’s education records within 45 days of the day the District receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student’s education records that the parent or eligible student believes is inaccurate or misleading. Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff); a person serving on the school board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, law enforcement officer, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

Contractors, consultants and volunteers are permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

The Uninterrupted Scholars Act (USA) allows for the release of educational records to child welfare agencies without the prior written consent of the parents. This Act also allows the District to release education records pursuant to a court order when the parent is a party to the case where that order is issued.

The District forwards education records (including academic, health and discipline records) to schools that have requested the records and in which the student seeks or intends to enroll, or where the student has already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
F. Surveys:
The Protection of Pupil Rights Amendment (PPRA) affords parents the following rights regarding the District's use of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)
   a. Political affiliations or beliefs of the student or student's parent;
   b. Mental or psychological problems of the student or student's family;
   c. Sex behavior or attitudes;
   d. Illegal, anti-social, self-incriminating, or demeaning behavior;
   e. Critical appraisals of others with whom respondents have close family relationships;
   f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
   g. Religious practices, affiliations, or beliefs of the student or parents;
   h. Income, other than as required by law to determine program eligibility.

2. Receive notice and an opportunity to opt a student out of:
   a. Any other protected information survey, regardless of funding;
   b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
   c. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

3. Inspect, upon request and before administration or use;
   a. Protected information surveys of students;
   b. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
   c. Instructional material used as part of the educational curriculum.

Parents shall be notified of these requirements in writing, at least annually at the start of each school year and after any substantive changes are made. Parents will be notified when students are scheduled to participate in the specific activities or surveys noted below and will be provided an opportunity to opt his or her child out of participation in the specific activity or survey.

For surveys and activities scheduled after the school year begins, parents will be provided reasonable notification of the planned activities and surveys listed below and will be provided an opportunity to opt their child out of such activities and surveys. Parents will be provided an opportunity to review any pertinent surveys in advance. Following is a list of specific activities and surveys covered under this requirement:

1. Administration of any protected information survey not funded in whole or in part by ED.
2. Any non-emergency, invasive physical examination or screening as described above.
3. Collection of Personal Information from Students for Marketing:
   a. The term "personal information" means individually identifiable information including:
      i. student’s and parent(s)’ first and last name;
      ii. home or other physical address;
      iii. telephone number; and/or
      iv. social security number.
b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.

c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
   i. post-secondary education recruitment;
   ii. military recruitment;
   iii. test and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or,
   iv. digital resources to support student learning which include, but are not limited to, cloud-based applications and programs,
   v. student recognition programs.

Parents who believe their rights have been violated under this Policy and Procedure may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, DC 20202-5090

Procedure 5501
Record Management for Secretaries:

A. The Permanent Folder must have:
   1. Enrollment sheet(s).
   2. Grade Card/Transcripts.
      (If the documents listed above are not completed and included in their records, the complete folder will be returned to the school secretary.).
   4. Any signed releases for records.
   5. Copy of Certified Birth Certificate.

B. Items that may be included if available:
   2. Reading summaries (K-6 only - do not include after grade 6).
   3. Record of participation in the High Ability Learner program.
   4. Physical card (if taken within the year).
   5. Special Education records.
   6. Section 504 Records.
   7. Other information - portfolio, assessment information, as determined by staff.

C. Records from other schools to save:
   1. Grade card/Transcripts.
   2. Test scores (only if they are the most recent).
   3. Health record (only if the one from our school district was not completed).
   4. Copy of Certified Birth Certificate.
   5. Discipline records (keep separate).

D. Do Not Save (when sending permanent record to central office):
   1. All test sheets -SRA, MAT (these are on the back of grade card/transcripts).
   2. White sheet from school nurse with shot dates (save this only if you cannot provide a health card).
   3. Permission slips or doctor's excuses to the nurse and the medical waiver sheets.
   4. Attendance/Tardy/Truancy communications.
5. Class schedules.

Any materials removed must be given to parent(s)/guardian(s). Please read this over and keep near your files for future reference. If you have any questions concerning this information, the census secretary will be glad to address them.

Procedure Revision History: (Revised 06-13-94)(Revised 01-27-04)(Revised 11-08-10)(Revised 6-11-2018)(Revised 6-8-20)

Reviewed Date: 10/01/2014, 5/23/16

Papillion La Vista Community Schools will provide transportation or, at the District's discretion, reimburse for transportation at a rate described in statute for students whose residence is in excess of four miles. For purposes of this policy, four miles will be defined as the distance actually and necessarily traveled from the student's residence to the school building assigned by residence. This policy does not apply to students that have an approved Special Attendance Permit or have been allowed admission to the District via either the Enrollment Option process or Open Enrollment Process through the Learning Community prior to the 2017-18 school year.

Exceptions to this policy may be made for elementary students that live less than four miles and must cross what the administration determines to be a major thoroughfare within the school district boundaries.

Special Education transportation shall be provided as required by statute or state rule.

**Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in vehicles on regular routes assigned through the district transportation plan.

1. Weapons - Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

A. Contact dispatch and notify them of the situation if possible. If not possible, the driver will make every attempt to contact from a cell phone (after parking on a shoulder or otherwise not moving) or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
B. Pull vehicle over to safe and secure area.
C. Confiscate weapon (if doing so does not jeopardize student or driver safety).
D. Give description of weapon and participating parties to dispatch.
E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.

2. Pupil behavior - Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:

A. First seek to resolve incident through discussion with the student(s) involved.
B. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
C. Activate emergency flashers.

D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.

E. Report and document discipline problems to the school administrator. Use a Bus Conduct Report/Incident Form, if available.

3. **Terrorist threats** - A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

   A. **Contact dispatch and notify them of situation if possible.** If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.

   B. **Make every attempt to keep passengers calm (this may mean complying with the terrorist).**

   C. **Dispatch will immediately notify appropriate law enforcement agencies and school administration.**

   D. **Driver should wait for instructions from dispatch if possible.**

4. **Severe weather** - Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:

   A. **Contact dispatch and notify them of situation if possible.** If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.

   B. **Return to the school if less than five minutes away and follow the directions of the school administrator.**

   C. **If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.**

   D. **If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.**

   E. **If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.**

5. **Hazardous materials and Unattended Items** - Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:

   A. **Contact dispatch and notify them of situation if possible.** If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.

   B. **Pull vehicle over to safe and secure area.**

   C. **Give description of hazardous materials in question to dispatch.**

   D. **Dispatch will immediately notify appropriate law enforcement and school administration.**

   E. **Driver should wait for instructions from dispatch if possible.**

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver’s attention to the task of operating the vehicle.
6. Medical emergencies- Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:

   A. Contact dispatch and notify them of situation \textit{if possible}. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
   
   B. Dispatch will immediately notify appropriate medical agencies and school administration.
   
   C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
   
   D. \textit{Only if necessary}, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
   
   E. Driver should try to keep student passengers as calm as possible.

7. Procedures in the event of mechanical breakdowns of the vehicle- Upon becoming aware of a mechanical breakdown aboard a vehicle, the driver will make every attempt to:

   A. Pull vehicle over to safe and secure area \textit{if possible}.
   
   B. Contact dispatch and notify them of situation \textit{if possible}. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
   
   C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
   
   D. Driver should try to keep student passengers as calm as possible.
   
   E. Dispatch will arrange for assistance and a relief vehicle \textit{if needed}.

8. Procedures in the event the drop-off location is uncertain or appears unsafe to leave students. In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:

   A. Contact or otherwise communicate with dispatch to notify them of the situation \textit{if possible}.
   
   B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
   
   C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.

9. Documentation under Safe Pupil Transportation Plan. Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

10. Transportation of Unsafe Items. Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.
11. Supplemental Information. A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District’s safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.

12. Vehicle drivers of small vehicles on activity trips. The District will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The District’s director of transportation may provide additional guidance for drivers of small vehicles to increase student safety.

13. Student Instruction. At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.

14. Functional Capacity of Pupil Transportation Drivers. All pupil drivers must pass a functional capacity assessment to confirm a driver’s ability to perform the requirements of the job. Pursuant to Board Procedure 4013, before operating a school bus or small route vehicle, persons operating a school bus or small vehicle shall each year submit themselves to an examination by a licensed physician to determine whether or not they meet the physical and mental standards established pursuant to state law.

Title 92, Nebraska Administrative Code, Chapters 91 and 92

Procedure 5701
School transportation is a privilege that is granted to a student contingent upon the exhibition of proper behavior according to District behavioral guidelines. A student’s eligibility to ride school transportation may be suspended or revoked for a violation or violations of school rules of conduct or for violation of any other law or policy governing student conduct in, around, or near school vehicles; during school activities, or on school property.

Revocation of a student’s school transportation privileges is not considered an expulsion, exclusion or suspension from school. Loss of privileges may be administered in lieu of or in addition to discipline taken at the school building. Decisions regarding special education students will take into account related disabilities and individual education plans pertaining to transportation.

Students are required to adhere to Board of Education policy #5300 (Student Discipline and Code of Conduct) and expectations stated in student handbooks. Violations may include suspension, exclusion, expulsion from school – including sports/activities. Violations may also include temporary or permanent revocation of school transportation privileges.

Procedure Revision History: (Established 10-23-06)(Revised 5-23-16)(Revised 06-08-20)

Reviewed Date: 10/01/2014, 5/23/16
Policy Revision History: (Adopted 04-28-03)(Revised 11-23-09)(Revised 06-08-20)
The Papillion La Vista Community Schools Board of Education authorizes the use of video surveillance 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 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**

A. **Placement.** Video surveillance 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 surveillance 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 surveillance 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 Surveillance Recordings.** Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.

D. **Interference with the Video Surveillance System.** Students or staff who vandalize, damage, disable, render inoperable, or otherwise interfere with video surveillance equipment or recordings, or use the video surveillance 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.

**Policy Revision History:** (Adopted 06-08-20)
Subject: 2020-2021 ESU#3 Driver Education Contract

Meeting Date: June 8, 2020

Prior Meeting Discussion Date:

Department: Business Services

Action Desired: Approval ___ Discussion ______ Information Only ______

Background:
Each year we contract with ESU #3 to provide driver’s education for our students. ESU #3 will provide the instructor, automobiles and all costs relating to maintenance, insurance, and behind-the-wheel training for driver education students. The curriculum consists of 20 hours of classroom and 3-4 hours of behind-the-wheel instruction. The $350 cost per student is covered by the student and represents no increase over the previous year.

Recommendation: Motion to approve the 2020-2021 ESU#3 Drivers Education Contract.

Responsible Person: Doug Lewis

Superintendent’s Approval ____________________________

Signature

RETURN TO AGENDA
CONTRACT FOR SUPPLEMENTAL SERVICES
DRIVER EDUCATION
2020-2021

Educational Service Unit No. 3, hereinafter referred to as ESU #3 proposes to furnish supplemental services pursuant to 79-2201 et seq R.R.S. 1943 to the Papillion/La Vista Community Schools, Sarpy County, Nebraska, hereinafter called the School for the 2020-2021 school year. This Agreement is subject to the following terms and conditions:

1. SERVICES.
ESU #3 will provide the instructor, automobiles, and all costs relating to maintenance, insurance, and behind-the-wheel training for driver education students. This service will not be available to physically handicapped students, as ESU #3 does not have the equipment or the expertise to provide this service. ESU #3 will provide a curriculum consisting of 20 hours of classroom and 3-4 hours behind-the-wheel.

2. STUDENTS.
Minimum number of students will be 10.

WHEN PROVIDED:

  X  Saturday Hours (PLVHS)       _____ Est. No. Students
  X  Summer Program  (both)       _____ Est. No. Students

3. COMPENSATION.
The School shall pay to ESU #3 for said services as follows:

  Total Program ...................... $350/student

4. TERMS.
Payment will be made by the School to ESU #3 at the completion of each service segment. Payment will be due 30 days after billing date.

5. CONDITION.
This proposal shall become a valid contract only when accepted by an authorized representative of the School and subsequently approved by an authorized representative of ESU #3.
Accepted by action of the Board of the Papillion/La Vista Community Schools, Sarpy County, Nebraska at a duly authorized meeting on the _______ day of ________________, 2020.

__________________________________________
Authorized Representative

__________________________________________
Title

Approved by action of the Board of Educational Service Unit #3, La Vista, Sarpy County, Nebraska, at a duly authorized meeting on the _______ day of ________________, 2020.

__________________________________________
Administrator - Authorized Representative

Return to:
Dr. Dan J. Schnoes, Educational Service Unit #3
6949 S. 110th Street, La Vista, NE 68128-5721
Subject: Superintendent’s Performance Goals Update

Meeting Date: June 8, 2020

Prior Meeting Discussion Date:

Department: Administration

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

Background:
The Papillion La Vista Schools Board of Education, working in collaboration with the Superintendent developed several goals for the 2019-20 school year. The attached summary outlines each of the goals.

Four new goals were approved along with one maintenance goal carried over from 2018-19 (see below). These goals serve as the foundation for Dr. Rikli’s annual Superintendent evaluation by the Board of Education during the 2019-20 school year. Dr. Rikli gave the Board a mid-year update on his progress in November. The Board will be presented with a final summary of his progress for the 2019-20 school year.

1. Continue implementation plan for District facility and bond projects
2. Implement enhanced systems for safety, personnel and support
3. Implement new District Strategic Planning process
4. Develop enhanced District communication processes
5. Succession planning and leadership development (maintenance goal)

Recommendation: None

Responsible Person: Dr. Andy Rikli

Superintendent’s Approval ________________________________
Signature

RETURN TO AGENDA
These goals are preliminary and subject to approval by the Board of Education. The goals were based on feedback from the 2018-19 BOE Superintendent Evaluation, the 2018-19 Superintendent Survey, 2018-19 Staff and Parent Surveys, and the Board-approved District Strategic Planning Goals.

PLCS Superintendent Goals, 2019-20

A. Continue implementation plan for District facility and bond projects

Possible Indicators

- Implement list of voter-approved projects and updated timeline for all bond work including expansion at PLSHS, Anderson Grove, G. Stanley Hall, the new elementary building, and PLHS (summer 2020)
- Work with Wildewood Church and Board of Education to finalize land purchase for expansion of PLHS campus
- Discuss preliminary scenarios for new elementary building attendance boundaries and other areas as needed
- Continue implementation of Bond Communication Plan including Bond Squad series and signage at work sites

December 2019 Update: Significant progress has been made on the 2018 Bond project list including the expansions/renovations at PLSHS, Anderson Grove, and G. Stanley Hall. The District anticipates the new elementary building will open as scheduled in the fall of 2020. The District has finalized the land purchase from Wildewood Church to accommodate the new tennis court complex and parking annex for PLHS. The Board and Administration have prepared a boundary proposal to address the needs of four separate buildings (new elementary, PQ, Bell, and Hickory) and held community listening sessions to gather stakeholder input. The Bond Communication Plan continues to be implemented including updated Bond Squad videos and work site signage.

June 2020 Update: Progress continues on the 2018 Bond list. Significant progress has been made at PLSHS, Anderson Grove, and the parking lots at South and Foundation Field. The new elementary school has officially been named Ashbury Elementary and construction progress has been made, but it likely will not be open until November or December. Properties are being explored to temporarily house Ashbury students while the building is completed including nearby Nebraska Christian College. A community engagement process was held to determine boundaries for Ashbury and new boundaries for Prairie Queen Elementary to take enrollment pressure off that building. Work has begun at PLHS including the purchase of the property adjacent to Wildewood Church for the new tennis courts and earthwork on the north parking lots. The expansion/renovation work at Carriage Hill is the next major project to be started. Communication efforts on the bond projects have continued including prominent signage at work sites and updates from the student-led “Bond Squad.”

B. Implement enhanced systems for safety, personnel and support

Possible Indicators

- Review current hardware, software, training, and policy protocols to assure greater IT security
- Implement new BCBS Alternate Network district health insurance plan for employees
- Launch District Health Insurance Committee to monitor new insurance coverage and utilization statistics
- Collaborate with CHI Midlands and other school districts on Sarpy County Mental Health Problem Solving Team
- Partner with CRCC to provide mental health therapists in our high schools
- Deploy Stop the Bleed emergency response kits in all district buildings
- Update security cameras and staff radios at the secondary level
- Implement Social-Emotional Learning Curriculum in grades K-8
• Work with BOE to review current and future school calendars and school cancellation procedures
• Collaborate with PLV Schools Foundation to expand and market the PLCS Family Fund
• Review ALICAP insurance claims data and implement any needed training to reduce claims
• Partner with ACE (Architecture, Construction, Engineering) Mentor Program of USA at both high schools
• Continue work on legislative matters including participation in GNSA and leadership of GNS group

December 2019 Update: The District Technology Team continues work on purchasing new hardware, updating current software, and exploring policy and procedural changes in response to the recent malware attack. The District has transitioned to the new BCBS Alternate Network, and the transition has been smooth thus far. The District Health Insurance Committee is being formed by Dr. Settles and plans to meet three times over the upcoming year (Nov. 18, Feb. 16, April 29). The Mental Health Problem Solving Team has been formed and has met several times to establish protocol and review cases from Sarpy County schools. CRCC has hired a therapist to be shared between the two high schools and Stop the Bleed kits have been deployed in all District buildings. Updated radios have been deployed at both high schools, and the Business Office is evaluating proposals for updated security camera systems. The new SEL curriculum is being successfully implemented at all elementary (Caring School Communities) and middle school buildings (Second Step). The Board is currently reviewing the proposed 2020-21 school calendar and procedures for a possible bad weather late start schedule have been developed by Administration. The District has started a new PLCS Family Fund with the support of the PLV Schools Foundation to support staff members experiencing financial hardship. The ACE Mentor Program has been adopted at both PLHS and PLSHS and integrates with our Project Lead the Way programs.

June 2020 Update: Much work has been completed in this area driven in part by the unexpected pandemic that prompted a shut-down of all District facilities in March. New computers were purchased for elementary teaching staff and they were successfully deployed prior to Spring Break, and the move to Google was postponed from April to June. Significant training with staff will occur over the summer for the Google transition. The District was also awarded a $375,000 grant from Facebook which will be used to purchase additional student machines at the high school level. The District commissioned a second external audit of our information technology services by Bit Sight, a firm that previously conducted an initial audit of possible tech vulnerabilities. The District has successfully transitioned to the BCBS Alternate Network which has offered additional health insurance options for employees while also driving down costs to the District and employees. The District has collaborated with outside agencies and neighboring schools to pilot its Mental Health Problem-Solving Team. SEL Curriculum has been successfully adopted at both the elementary and middle schools. Work will continue reviewing options at the high school level. The partnership with CRCC to provide mental health specialists in our high schools has been successful as both therapists have full student caseloads. The PLCS Family Fund was implemented in the fall and as of today, approximately 30 District staff members have received cash gifts to support them during difficult financial times. The District has solicited bids for camera security systems at both high schools and will be integrated with the renovation projects.

C. Implement new District Strategic Planning process

Possible Indicators

• Review proposals from Strategic Planning vendors and finalize a partner for new long-term facilitation services
• Engage staff, students, parents, and community in selection of new long-term planning goals
• Work with BOE and administration to develop budget plan to support planning goals
• Develop a District Dashboard that identifies and measures key metrics in support of Strategic Plan
• Host AdvancED accreditation process in 2020 and incorporate required actions into long-terms plans
• Develop comprehensive MTSS system that integrates with Strategic Plan

December 2019 Update: The District has selected Dr. Kevin Castner and the Cambridge Group as its Strategic Plan partner. This decision was based on interviews with various firms, compatibility with the District’s planning priorities, and a cost-benefit analysis of the services offered. Ms. Seery and Dr. Voisin traveled to a Cambridge facilitator training in October. They plan to serve as the District Strategic Planning facilitators and
will work to train other in-house trainers (Dr. Tapp and Dr. Sauer) to minimize outside consulting time and build district capacity. Ms. Seery will share an update on the Strategic Planning Process and implementation timeline at a future Board of Education meeting. Planning is underway with all building administrators to host an external AdvancED accreditation visit in March 2020.

**June 2020 Update:** The District identified a 30-person Steering Committee and held a three-day planning event in February. This event produced several long-term Strategic Planning goals including expansion of mental health supports, increased instructional rigor, and enhanced technology infrastructure. These goals will be presented to the Board and discussed with the public once the pandemic eases and the community re-opens. Once the goals have been finalized, administration will discuss how to implement the goals without placing undue pressure on the District budget. The District followed the Strategic Planning event with an external visit by Cognia/AdvancED in March. This was a three-day visit by outside experts and educators who visited several PLCS schools, evaluated the quality of educational programming, and provided a comprehensive district report. Results of the visit were normed against national averages and overall, the District results were outstanding. The District has made progress implementing its MTSS framework. All rubrics have been completed and all school buildings are using them to guide building level and teacher level improvement plans. The District also made significant progress executing its remote learning plan which was activated in the weeks following Spring Break in response to the pandemic and shutdown of school facilities.

**D. Develop enhanced District communication processes**

**Possible Indicators**

- Re-start Employee Recognition Program including colleague-to-colleague pin nominations
- Continue implementation of Supt’s Blog and Superintendent Advisory Groups including new Military Advisory
- Implement 2019-20 District Theme: Growing Greatness-Building Futures
- Continue outreach efforts including annual Superintendent Survey, Parent Survey, and Staff Survey
- Expand district awareness of Boys Town Suicide Hotline and PLV Cares Group
- Offer parent and staff training in needed areas including Vaping, Bullying, and Social Media awareness
- Expand Superintendent’s visibility in the District and at local, state, and regional events
- Serve on Papio 150-year anniversary Sesquicentennial Planning Committee
- Utilize social media such as Instagram to better reach parents, non-parents, students and empty nesters

**December 2019 Update:** The District has re-branded its employee recognition program—PLCS Great—and so far over 220 nominations have been submitted. In addition to the pin and hand-written note for all nominees, the District selects one employee per month for a surprise visit and Shadow Lake gift card. The PLV Cares group has met at least once this year, and a major outreach effort has occurred including marketing tables at the PLHS-PLSHS football game and PLV Cares signs at all buildings. The District is also working with its various Advisory Committees to better market the Crisis Hotline. The District is working with outside partners, including CHI Health and the Papillion Police Department, on its parent training series. The first training will be an educational session on vaping. The Superintendent continues to serve on several local and state boards including the Papio 150 planning committee, Head Start, United Way, MOEC Executive Committee, GNS, GNSA, the Omaha Zoo Advisory Board, Concord Mediation, Teammates, College Possible and the Nebraska Professional Practices Commission.

**June 2020 Update:** Several notable accomplishments were made in the area of communications, many of which were unplanned due to the pandemic. The PLCS Recognition program “PLCS Great” was implemented and over 800 individual pins and personal notes were sent to staff in recognition of their accomplishments. The Superintendent’s Blog has relatively low viewership, but it did receive national recognition in the monthly Administrator Magazine in a blog post about the PLCS Family Fund. Several outreach efforts were conducted including the annual Superintendent Survey which is given to all district administrators (a summary of the results is included). A brief parent and staff survey was recently deployed as well to determine the effectiveness of the school’s remote learning plan. Several Facebook Live events were held
including a session on the dangers of vaping, a session on social media and bullying, and a session on mental health supports for families. Significant communication and outreach efforts were executed by the District including coordination of Commencement and the Senior Celebration events at Foundation Field and Werner Park. The Superintendent was named Vice Chairman of the Papio 150 sesquicentennial planning committee, but the planning efforts were postponed because of the pandemic. The Superintendent also served leadership roles on a number of groups outside the District including President of GNSA (school legislation group), President of GNS (Superintendent leadership development group), Secretary of the Concord Mediation Center, a member of ERDI (Educational Research and Evaluation Institute), a member of the United Way Campaign Cabinet, and a member of the Omaha Zoological Board. Dr. Rikli was also invited by Congressman Bacon to participate in a recent Bipartisan Policy Center meeting regarding food insecurity in the community. Finally, the District made significant progress transitioning management of the Sarpy County Head Start Program to ESU 3.

Maintenance Goal (carry over from 2018-19)

A. Succession Planning and Leadership Development (on going): continue formal Succession Planning process to include Cabinet, Central Office, building level administrators and key teaching positions with an emphasis on gender balance at all levels. This includes reviewing recruitment, selection, onboarding, mentoring, and support processes for new principals.

December 2019 Update: The District plans to reinstate the PLCS Leadership Cohort in the fall of 2020. The Superintendent has continued the practice of meeting with every building and Central Office director at least once per year for purposes of discussing building and district goals and professional aspirations. The Superintendent meets quarterly with all secondary principals including IDEAL and hosts 2-3 meetings with the elementary principals’ group. The HR Office is also reviewing its processes for administrator selection, onboarding, and mentoring. The principal for the new elementary building has been selected and will be announced once a construction completion date for the building has been established.

June 2020 Update: The HR Team has been working to improve/update the PLV Leadership Cohort program for a fall 2020 launch. This program has served as a rich source of leadership talent the last seven years with several current building leaders being graduates of the program. The HR Team is also reviewing our administrator on-boarding process to assure our newest leaders are getting the professional support they need to be successful. Mr. Andrew Bell has been selected as the new Principal at Ashbury Elementary and his position at Anderson Grove was backfilled by Spencer Choquette. All administrative positions have been filled as of this writing except the Assistant Principal position at Parkview Heights which was recently vacated by Ms. DerNecia Harris as she explores other career opportunities.
Subject: Americanism Statement of Assurance

Meeting Date: June 8, 2020

Prior Meeting Discussion Date: May 18, 2020 Board Sub Committee

Department: Curriculum

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

Background:
The Board of Education Americanism Committee met on May 18, 2020 to discuss and validate that the District is in compliance with Statute 79-724. Attached is the signed Statement of Assurance by the members of the Americanism Committee.

Recommendation: NA

Responsible Person: Brett Brasfield and Shureen Seery

Superintendent’s Approval ____________________________
Signature

RETURN TO AGENDA
Papillion La Vista Community Schools

COMMITTEE ON AMERICANISM
STATEMENT OF ASSURANCE
June 2020

Americanism
As members of the Board of Education – Committee on Americanism of the Papillion La Vista Community Schools, we have completed the following duties cited in Nebraska State Statute 79-724, “American Citizenship; Required Instruction; Patriotic Exercises; Duties of Officers.”

a. Confirmed that all textbooks used in the teaching of American History and Civil Government in the schools has been reviewed. Based on the examination list of all textbooks used in the teaching of American History and Civil Government, we do hereby recommend approval of those books.
b. Assured ourselves as to the character of all teachers employed, and their knowledge and acceptance of the American form of government.
c. Took all such other steps as will to assure the carrying out of the provisions of Section 79-724.

Multicultural Education
This committee acknowledges that the mission of the Papillion La Vista Community School’s multicultural education program is to provide an academic and social environment that promotes an understanding of and a respect for the cultural diversity within our nation and the world.

The instructional program incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.

- The District has a statement of philosophy or mission for the multicultural education program. Local program goals address multicultural education.
- The District curriculum guides, frameworks, or standards incorporate multicultural education. The District multicultural education program includes a process for selecting appropriate instructional materials.
- The District has a process for provision of staff development in multicultural education including professional development for administrators, teachers, and support staff which is congruent with local district and program goals.
- The District has a process for periodic assessment of the multicultural education program. An annual status report is provided to the local Board of Education.

______________________________
MEMBER OF THE COMMITTEE ON AMERICANISM

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MEMBER OF THE COMMITTEE ON AMERICANISM

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MEMBER OF THE COMMITTEE ON AMERICANISM

DATE
Subject: Multiculturalism Education

Meeting Date: June 8, 2020

Prior Meeting Discussion Date: May 18, 2020 Board Sub Committee

Department: Curriculum

Action Desired: Approval _________ Discussion _________ Information _________ X_____

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

- **Curriculum Toolbox**: Ensuring that components of a multicultural education are infused within District curriculum is one of the key tasks of the curriculum toolbox process. Specific activities occur during toolbox to ensure that multiculturalism is a prominent lens all toolbox groups look through while unpacking standards, developing new curriculum documents, and crafting common assessments. Collectively, this drives day-to-day classroom instruction throughout the Papillion La Vista Community Schools.
- **Building Administrator Statement of Assurance**: This occurs annually and reinforces that leaders at the building-level see evidence that our educational program is providing an academic and social environment that promotes an understanding and respect for cultural diversity.
- **LEP Plan**: The District submits an annual plan for working with students of Limited English Proficiency (LEP) to the Nebraska Department of Education and the Learning Community Coordinating Council. The plan outlines expenditures, processes, and programs that are in place to meet the unique needs of English Language Learners.
- **New Staff Orientation**: New staff members are exposed to a wide array of district policies, practices, and philosophies during new staff orientation activities. Multicultural education is a key component of our work with new staff members.
- **PBIS**: The School Climate Transformation Grant as well as BOE Strategic Goal #2 have compelled the district to move towards district-wide implementation of PBIS. PBIS is a proactive strategy to systematically teach positive social behaviors for the purpose of reducing student misbehavior and misconduct. Aspects of PBIS directly support the premise behind component “F” and “G” of policy 6202.

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

Recommendation: NA

Responsible Person: Bret Brasfield and Shureen Seery

Superintendent’s Approval ______________________

Signature

RETURN TO AGENDA
Papillion La Vista Community Schools

COMMITTEE ON AMERICANISM

STATEMENT OF ASSURANCE

June 2020

Americanism

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a. Confirmed that all textbooks used in the teaching of American History and Civil Government in the schools has been reviewed. Based on the examination list of all textbooks used in the teaching of American History and Civil Government, we do hereby recommend approval of those books.
b. Assured ourselves as to the character of all teachers employed, and their knowledge and acceptance of the American form of government.
c. Took all such other steps as will to assure the carrying out of the provisions of Section 79-724.

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- The District has a process for periodic assessment of the multicultural education program. An annual status report is provided to the local Board of Education.

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MEMBER OF THE COMMITTEE ON AMERICANISM

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DATE
Subject: COVID-19 Update

Meeting Date: June 8, 2020

Prior Meeting Discussion Date: March 23, 2020
April 13, 2020
April 27, 2020
May 11, 2020

Department:

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

Background:
The District has implemented plans over the last few weeks to address the COVID-19 pandemic. These plans include an updated teaching and learning model, a family feeding program, closure of District playgrounds/facilities. The purpose of this Discussion Topic is to share the District’s progress in these areas and review future planning.

Recommendation:

Responsible Person: Annette Eyman

Superintendent’s Approval __________________________
Signature

RETURN TO AGENDA
Subject: Policy Review 6000 Series - Instruction

Meeting Date: June 8, 2020

Prior Meeting Discussion Date:

Department: Curriculum

Action Desired: Approval ______ Discussion ______ Information Only ______ X____

Background:
Board Policy 6000 - Instruction is due for the annual review. Based upon the review of this policy, if there would be recommended revisions, discussion would be held at the June 22, 2020 board meeting. Any changes would be acted at the July 13 meeting of the Board.

Recommendation:
Direct suggested changes to 6000 Board Policies to Shureen Seery.

Responsible Person: Shureen Seery

Superintendent’s Approval ____________________________
Signature

RETURN TO AGENDA