

Board of Education Regular Meeting

March 14, 2016 6:00 PM

District Board Office, Central Services
Building
765 Main St
Springfield, NE 68059

Agenda

- I. Policy Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - V.A. Minutes of the Previous Month's Meetings
 - V.B. Treasurer's Report
 - V.C. Statement of Activity Fund Accounts
 - V.D. Recommendation for Bill Payment
 - V.E. Open and Option Enrollment Applications
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. Voluntary Separation Program Agreement- James Karasek
 - VII.B. Resignation for end of school year- James Karasek
 - VII.C. Springfield Land Purchase Agreement with GDR, L.L.C.
 - VII.D. Negotiated Agreement 2016-18
- VIII. New Business
 - VIII.A. RFP for Transportation Services 2016-2020
 - VIII.B. Administrative Contracts and Compensation for 2016-17
 - VIII.C. Discussion/ Possible Action for Exploring Before and After School Child Care in 2016-17
- IX. Reports
 - IX.A. Policy Committee Report
 - IX.B. Legislative Update
 - IX.C. Student and Staff Successes
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn

CASH COMPARISONS as of February 2016

			2013-14	2014-15	2015-16
	<u>Nov</u>	General Fund	\$3,905,659.00	\$4,064,330.02	\$3,801,812.91
		Emp. Benefit Fund	\$ 667,236.00	\$ 667,801.71	\$ 620,681.32
		Building Fund	\$1,101,382.00	\$ 895,025.83	\$ 665,155.10
		School Lunch	\$ 142,105.00	\$ 198,664.45	\$ 198,783.12
		Bond Fund	\$ 91,303.00	\$ 79,663.77	\$ 517,472.87
		Depreciation Fund	\$ 215,994.00	\$ 182,547.70	\$ 149,720.50
		QCPUF			\$3,076,590.56
		November Total	\$6,123,679.00	\$6,088,033.48	\$9,030,216.38
	<u>December</u>	General Fund	\$3,498,798.90	\$3,680,234.25	\$3,783,371.75
		Emp. Benefit Fund	\$ 667,285.63	\$ 667,853.00	\$ 620,726.13
		Building Fund	\$1,086,857.89	\$ 885,777.52	\$ 662,773.03
		School Lunch	\$ 122,579.51	\$ 185,163.64	\$ 183,922.51
		Bond Fund	\$ 92,048.37	\$ 80,047.19	\$ 101,979.19
		Depreciation Fund	\$ 216,010.22	\$ 182,561.73	\$ 149,731.31
		QCPUF			\$ 376,724.64
		December Total	\$5,683,580.52	\$5,681,637.33	\$5,879,228.56
	<u>January</u>	General Fund	\$3,385,214.27	\$3,865,428.80	\$4,034,638.55
		Emp. Benefit Fund	\$ 667,333.80	\$ 667,899.69	\$ 620,768.05
		Building Fund	\$1,062,827.48	\$ 885,839.40	\$ 705,605.23
		School Lunch	\$ 126,403.01	\$ 180,223.71	\$ 181,559.21
		Bond Fund	\$ 113,918.78	\$ 104,353.54	\$ 126,025.66
		Depreciation Fund	\$ 216,025.81	\$ 182,574.48	\$ 149,741.42
		QCPUF			\$ 399,857.25
		January Total	\$5,571,723.15	\$5,886,319.62	\$6,218,195.37
	<u>Feb</u>	General Fund	\$3,543,807.96	\$3,887,846.02	\$3,709,003.37
		Emp. Benefit Fund	\$ 667,377.31	\$ 667,943.24	\$ 620,812.86
		Building Fund	\$1,062,896.78	\$ 885,897.16	\$ 729,281.07
		School Lunch	\$ 131,318.17	\$ 145,282.17	\$ 184,018.31
		Bond Fund	\$ 123,783.10	\$ 121,537.95	\$ 138,117.04
		Depreciation Fund	\$ 216,039.90	\$ 182,586.39	\$ 149,752.23
		QCPUF			\$ 360,049.76
		February Total	\$5,745,223.22	\$5,891,092.93	\$5,891,034.64

Finance Committee Report
March 2016

- Our cash balance for the General Fund is \$178,842.65 lower than a year ago at this time at \$3,709,003.37. The balance of the employee benefit fund, the building fund, bond fund, and depreciation fund remain steady with no expenditures. Overall, we remain in good shape financially and on track for expected revenues and expenditures for 2015-16.
- The Lunch Fund gained slightly this month to \$184,018.31. Taher is a month behind on billing and that is why we have such a large balance.
- The latest Learning Community projection spreadsheet has us gaining 2.5% in revenue in 16-17. This would be an increase of \$260,010. The first larger increase we would have seen since being a part of the common levy. The reason for this is our projections for valuation increases are 9%, which I think may be too high. The other is we came out higher within the percentages within the Learning Community than in the past due to our growth. I have attached the spreadsheet to the finance meeting agenda for your information on how all LC districts are gaining or losing. It is going to be near impossible to project out our revenue for each year with the common levy because it depends on growth and needs within the formula for other districts each year as well. I know this is a request in my evaluation and I will work to do the best I can do with projections if the common levy doesn't go away within the next few weeks at the legislature.
- Spending for the fiscal school year is at \$6,864,590 and on track for spending goals for the school year with average spending of \$1,144,098 a month. Spending historically goes down in the summer months with less services.
- I have attached our first operations monthly finance report of the year to the meeting.
- We will begin the 2016-17 budget process at the March work session. Hopefully, we will know the results of the legislature by that point as well.

STATE AID / PROPERTY VALUES / PROCEEDS

District	2015			Estimated % Increase (Decrease)	95-Cent Levy Proceeds Minus 1%	
	FYE 2017 State Aid Estimate	Actual Property Values	2016 Estimated Property Values			
28-0001-000	Omaha	226,192,235	19,955,075,537	20,511,297,432	2.79%	192,908,752
28-0010-000	Elkhorn	31,094,560	4,884,608,690	5,306,366,256	8.63%	49,906,375
28-0015-000	DC West	4,019,945	888,301,725	944,584,974	6.34%	8,883,822
28-0017-000	Millard	89,635,460	9,653,444,239	9,953,807,314	3.11%	93,615,558
28-0054-000	Ralston	13,623,218	1,563,453,035	1,608,759,876	2.90%	15,130,387
28-0059-000	Bennington	8,163,416	978,436,128	1,088,917,118	11.29%	10,241,265
28-0066-000	Westside	29,655,075	3,258,756,750	3,293,995,554	1.08%	30,980,028
77-0001-000	Bellevue	41,087,106	2,567,950,497	2,638,867,342	2.76%	24,818,547
77-0027-000	P-LV	43,430,188	4,752,589,416	5,084,694,080	6.99%	47,821,548
77-0037-000	Gretna	15,930,836	1,965,298,687	2,186,060,492	11.23%	20,559,899
77-0046-000	Spring Platte	4,875,444	1,291,240,184	1,407,478,837	9.00%	13,237,338
		507,707,483	51,759,154,888	54,024,829,275	4.38%	508,103,519

PROPERTY TAX FORMULA

District	Stabilized Needs	State Aid	OAR	Property Tax		
				PT=N-SA-OAR	98.2%	
28-0001-000	Omaha	550,554,006	226,192,235	75,789,467	248,572,304	244,043,322
28-0010-000	Elkhorn	75,901,040	31,094,560	11,796,520	33,009,960	32,408,519
28-0015-000	DC West	9,823,153	4,019,945	1,724,741	4,078,467	4,004,157
28-0017-000	Millard	208,452,004	89,635,460	32,754,632	86,061,912	84,493,866
28-0054-000	Ralston	31,878,089	13,623,218	6,256,657	11,998,214	11,779,607
28-0059-000	Bennington	19,909,074	8,163,416	2,798,270	8,947,388	8,784,367
28-0066-000	Westside	56,315,757	29,655,075	8,813,387	17,847,295	17,522,118
77-0001-000	Bellevue	93,830,650	41,087,106	12,948,583	39,794,961	39,069,897
77-0027-000	P-LV	105,077,317	43,430,188	16,457,665	45,189,464	44,366,113
77-0037-000	Gretna	38,901,816	15,930,836	5,402,325	17,568,655	17,248,555
77-0046-000	Spring Platte	11,911,565	4,875,444	2,571,782	4,464,339	4,382,999
				177,314,030	517,532,958	508,103,519

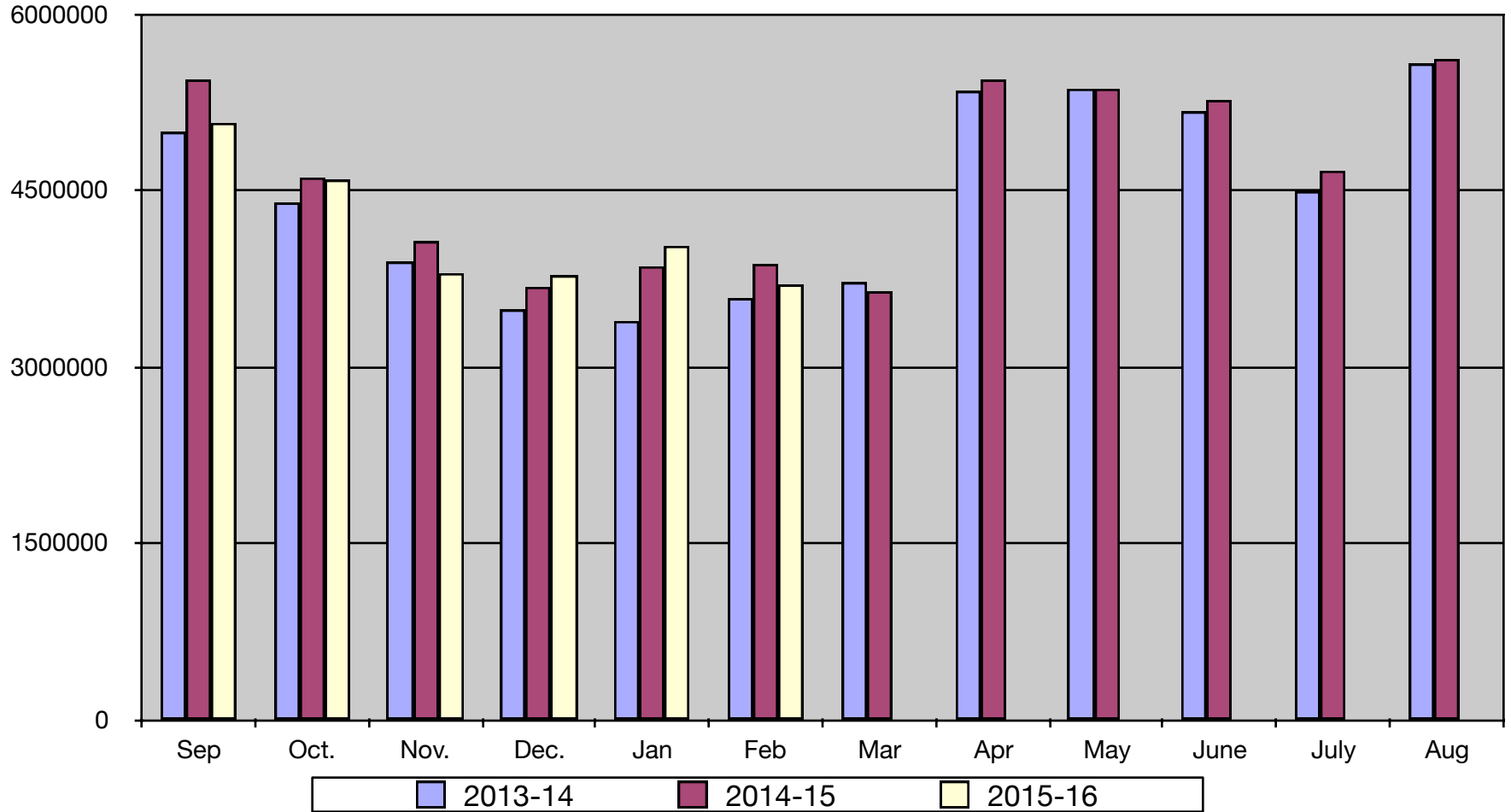
TOTALS

District	Property Tax	State Aid	10-Cent	16-17	15-16	%	
	Distribution	Distribution	Levy Proceeds	Total	Total		
28-0001-000	Omaha	244,043,322	226,192,235	20,306,184	490,541,741	463,384,415	105.86%
28-0010-000	Elkhorn	32,408,519	31,094,560	5,253,303	68,756,382	62,803,887	109.48%
28-0015-000	DC West	4,004,157	4,019,945	935,139	8,959,241	8,628,532	103.83%
28-0017-000	Millard	84,493,866	89,635,460	9,854,269	183,983,595	182,643,913	100.73%
28-0054-000	Ralston	11,779,607	13,623,218	1,592,672	26,995,497	25,415,021	106.22%
28-0059-000	Bennington	8,784,367	8,163,416	1,078,028	18,025,811	16,707,015	107.89%
28-0066-000	Westside	17,522,118	29,655,075	3,261,056	50,438,248	50,849,617	99.19%
77-0001-000	Bellevue	39,069,897	41,087,106	2,612,479	82,769,482	82,305,870	100.56%
77-0027-000	P-LV	44,366,113	43,430,188	5,033,847	92,830,148	91,838,315	101.08%
77-0037-000	Gretna	17,248,555	15,930,836	2,164,200	35,343,591	32,248,762	109.60%
77-0046-000	Spring Platte	4,382,999	4,875,444	1,393,404	10,651,847	10,391,837	102.50%

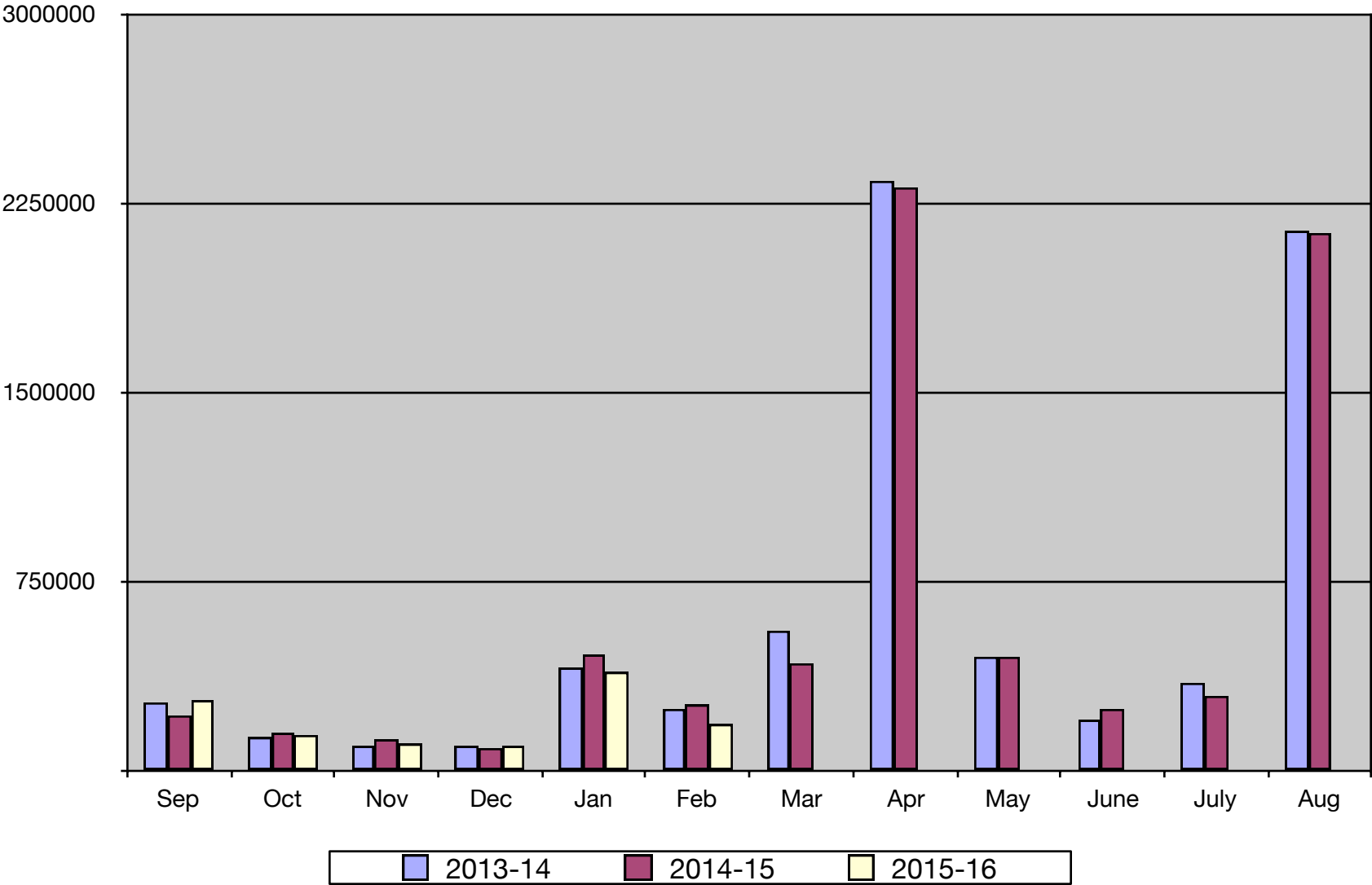
FY17 State Aid Estimate Adjusted for Prior Year Correction

FY16 State Aid Certified	FY16 State Aid Certified Recalc	Prior Period Correction (PPC)	FYE 2017 State Aid Estimate	State Aid Estimate Adjusted for PPC
213,112,872	214,657,605	1,544,733	224,647,502	226,192,235
28,174,950	28,298,926	123,976	30,970,584	31,094,560
3,909,204	3,920,920	11,716	4,008,229	4,019,945
89,955,513	90,308,387	352,874	89,282,586	89,635,460
13,143,209	13,205,294	62,085	13,561,133	13,623,218
7,477,825	7,517,563	39,738	8,123,678	8,163,416
31,033,742	31,112,370	78,628	29,576,447	29,655,075
41,092,180	41,318,343	226,163	40,860,943	41,087,106
41,964,885	42,131,890	167,005	43,263,183	43,430,188
14,644,263	14,701,641	57,378	15,873,458	15,930,836
4,765,884	4,780,945	15,061	4,860,383	4,875,444
489,274,527	491,953,884	2,679,357	505,028,126	507,707,483

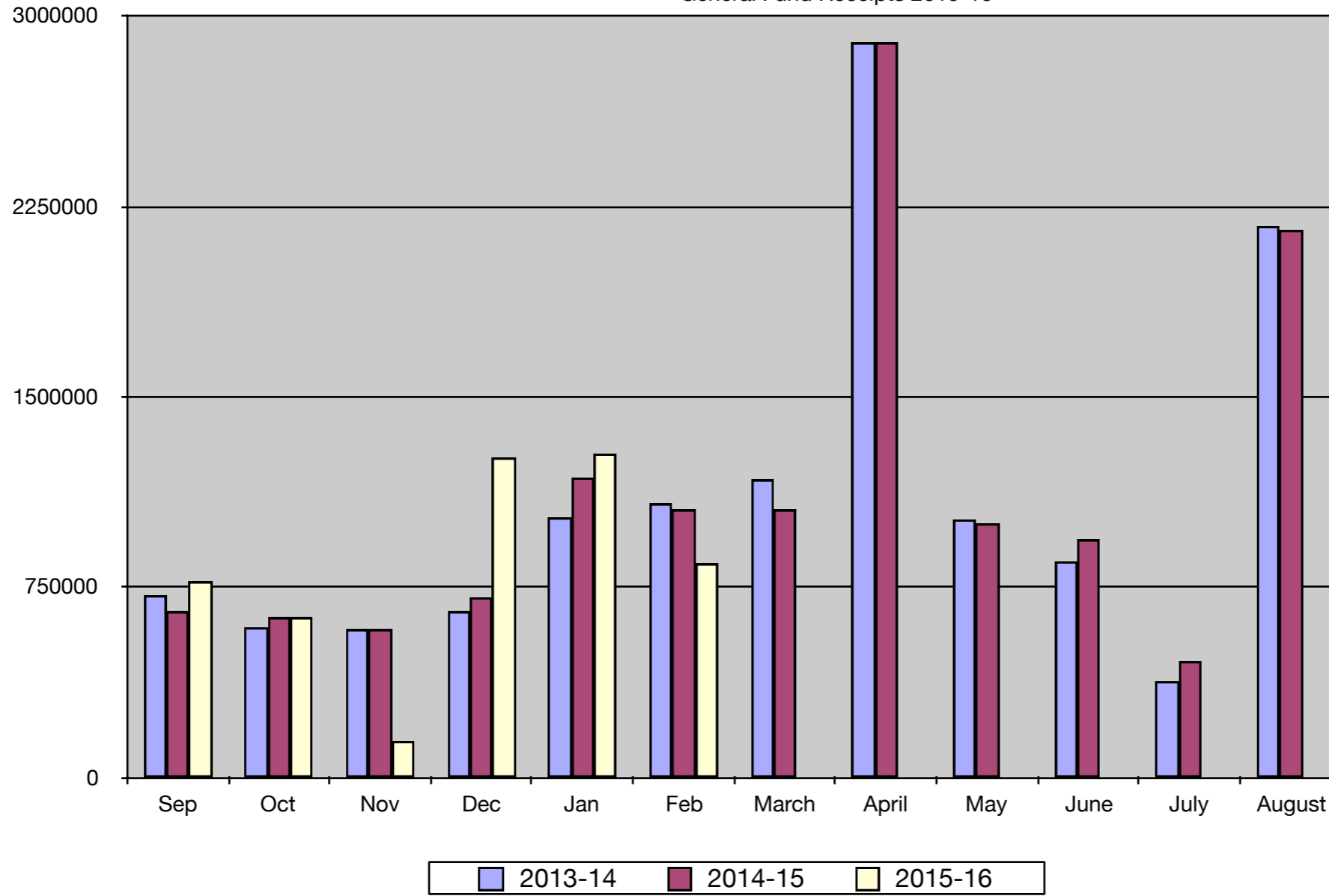
General Fund Balance 2014-15



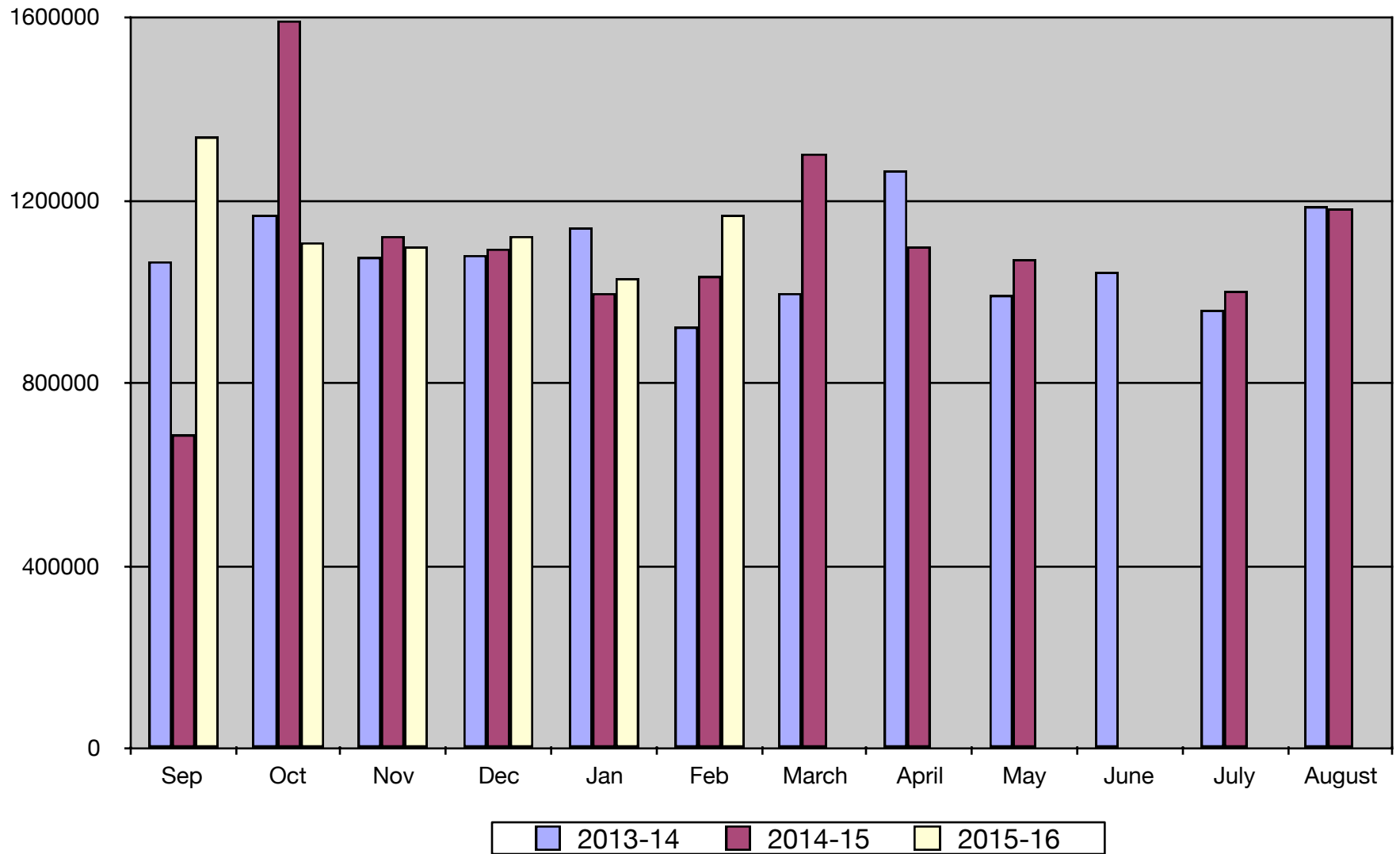
General Fund Tax Draws 2014-15



General Fund Receipts 2015-16



General Fund Expenses 2014-15



MONTHLY Summary Report- Sept. 1, 2015 to February 29, 2016

Fund	Budget 15-16	Expenditures	Ending Balance	% spent
1100-Instruction	\$7,053,336	\$3,510,785	\$ 3,542,551	49.77%
1150- Limited English	\$10,000	\$0	\$10,000	0.00%
1160- Poverty Programs	\$124,054	\$60,158	\$63,896	48.49%
1200- SPED Instruction	\$206,092	\$94,828	\$111,264	46.01%
1210- SPED School Psych	\$132,205	\$63,893	\$68,312	48.33%
1220- SPED	\$992,684	\$500,703	\$491,981	50.44%
1230- SPED tuition paid	\$365,000	\$132,693	\$232,307	36.35%
1240- SPED Clerical/ Aide	\$187,642	\$84,021	\$103,621	44.78%
1290- SPED/ Early Childhood	\$106,515	\$77,540	\$28,975	72.80%
1310- Gifted	\$83,702	\$38,586	\$45,116	46.10%
1320- Special Reading	\$84,751	\$41,622	\$43,129	49.11%
2120- Guidance Services	\$264,326	\$129,334	\$134,992	48.93%
2130- Health Services	\$204,633	\$89,314	\$115,319	43.65%
2190- Other Pupil Services	\$14,000	\$0	\$14,000	0.00%
2210- Learning Improvement	\$247,928	\$105,571	\$142,357	42.58%
2220- Libraries	\$271,571	\$133,303	\$138,268	49.09%
2230- Audio Visual Fund	\$3,500	\$303	\$3,197	8.66%
2310- Board of Education	\$35,000	\$16,462	\$18,538	47.03%
2320- Executive Admin	\$327,341	\$177,022	\$150,319	54.08%
2330- Public Relations	\$41,400	\$3,932	\$37,468	9.50%
2410- Office of the Principal	\$965,623	\$451,849	\$513,774	46.79%
2510- Gen. Admin Business Services	\$447,539	\$128,326	\$319,213	28.67%
2520- Vehicle Acquisition	\$15,000	\$7,252	\$7,748	48.35%
2610- Operation of Plant	\$948,680	\$437,327	\$511,353	46.10%
2620- Maintenance	\$537,517	\$195,794	\$341,723	36.43%
2750- Regular Transportation	\$530,500	\$254,881	\$275,619	48.05%
2760- SPED Transportation	\$274,000	\$169,309	\$104,691	61.79%
2790- Learning Community Transportation	\$35,000	\$16,213	\$18,787	46.32%
3135- High Ability	\$8,267	\$5,438	\$2,829	65.78%
4100- Title I	\$70,037	\$6,816	\$63,221	9.73%
4320- Title IIA	\$27,172	\$6,425	\$20,747	23.65%
4404- IDEA Base	\$80,614	\$41,100	\$39,514	50.98%
4406- IDEA Pre-Schools	\$14,228	\$5,746	\$8,482	40.39%
4410- IDEA Poverty	\$126,118	\$78,921	\$47,197	62.58%
4412- IDEA Propor Share	\$2,934		\$2,934	0.00%
4700- Carl Perkins	\$4,500	\$3,020	\$1,480	67.11%
6000- Summer School	\$28,268	\$0	\$28,268	0.00%
8000- Transfers	\$74,393	\$0	\$74,393	0.00%
Totals	\$14,946,070	\$7,068,487	\$7,877,583	47.29%
Spending Goal	\$ 13,400,000			52.75%

Board of Education

February 08, 2016

The Site Committee started at 6:00 p.m. Brian Wichman, Brian Osborn, and Bob Icenogle were present. Lori Bartels attended at 5:58 PM. Brenda Sherman attended at 6:20 PM. Topics of discussion included Westmont construction plans, the proposed Springfield land site and purchase, and sewage lagoon bids. The committee meeting adjourned at 6:43 p.m.

The Finance Committee started at 6:44 p.m. Brenda Sherman, Brian Wichman, Brian Osborn, and Bob Icenogle were present. Jennifer Kreifels attended at 6:52 p.m. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:55 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, February 8, 2016, at the District Board Office, Central Services Building. Present: Bob Icenogle, Jennifer Kreifels, Brian Osborn, Brenda Sherman, and Brian Wichman. Absent: Lori Bartels.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Osborn informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None

Dana Brummond addressed the Board regarding before and after school care. Board members expressed their appreciation for her comments.

The administration made recommendations for the hiring of two part-time teachers to assist with struggling students in math as part of the changes to the Title I services program at Springfield Elementary. Action to approve the part-time teacher contracts for Gail Hodges at MA, Step 13 and Heather Christiansen at MA, Step 10, effective immediately passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None

Superintendent Richards recommended approval of the Adjustment of School District Boundaries Interlocal Agreement between Springfield Platteview Community Schools and Bellevue Public Schools provided legislation in 2016 session permanently remove the common levy. Action to approve the ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT (the Agreement) between Springfield Platteview Community Schools and Bellevue Public Schools in the form as presented and on file with official district records and the processing of school district approved Reorganization Plan(s) to Transfer and Attach Property by a Change of Boundaries in accordance with the terms and conditions of the Agreement under and pursuant to the Learning Community Reorganization Act (Sections 79-4,117 to 79-4,129) and other Nebraska laws and that the President, Vice President or Superintendent be authorized to execute and deliver the Agreement and implement and administer the transactions thereunder for on behalf of this school district passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Kreifels, Osborn, Sherman, Wichman. Abstain - Icenogle. Nays - None

Richards presented the 2016-17 PHS Curriculum Handbook for board approval. Action to approve the 2016-17 PHS Curriculum Handbook as presented passed with a

motion by Wichman and a second by Kreifels. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

The district received 5 bids for the copier proposals. The administration recommended a 52 month lease at a discounted price of \$1,455 with Canon. Action to approve the Canon lease contract as presented passed with a motion by Wichman and a second by Sherman. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

The district received 6 bids for the repairs and renovations to the sewage lagoon to be completed over the upcoming summer. Olsson Associates recommended that a contract with Kohl Construction be drafted. Action to approve the recommendation of Olsson Associates as presented passed with a motion by Wichman and a second by Sherman. Vote: Yeas - Icenogle, Kreifels, Sherman, Wichman. Abstain - Osborn. Nays - None.

The Board negotiating team, lead by Brian Wichman, came to an agreement of an additional \$500 on the base for 2016-17 and \$500 on the base for 2017-18. Personal leave language was adjusted there were a few increases to the extra duty pay percentages. The administration recommended approval. Action to approve the 2016-17 and 2017-18 Negotiated Agreement as presented passed with a motion by Wichman and a second by Sherman. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Action to direct the council to offer \$600,000 for proposed Springfield land purchase, with grading included, passed with a motion by Icenogle and a second by Wichman. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Mr. Richards gave a Westmont construction update and reported on the Prime Communications proposal for Westmont. Brian Wichman reported on Site Committee discussions. Superintendent Richards gave a legislative report, and reported on student and staff successes.

There were no items from patrons on items not on the agenda.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 7:59 p.m. passed with a motion by Kreifels and a second by Sherman. Vote: Yeas - Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Lori Bartels, Secretary Board of Education

Board of Education

March 07, 2016

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 6:00 p.m., Monday, March 7, 2016, at the District Board Office, Central Services Building. Present: Lori Bartels, Bob Icenogle, Brian Osborn, Brenda Sherman, and Brian Wichman. Absent: Jennifer Kreifels.

Notice of the meeting was given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Osborn informed the board and the public that the Act is located on the west wall of the board room.

Jennifer Kreifels joined the meeting at 6:07 p.m.
There was no public comment.

Superintendent Richards and two representatives from DLR discussed a bid from Prairie Construction for the renovation project at Westmont Elementary. Action to award Prairie Construction the renovation project at Westmont Elementary with the bid of \$3,427,400 passed with a motion by Sherman and a second by Bartels. Vote: Yeas - Bartels, Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

A Springfield land purchase agreement for a possible future elementary school was discussed.

Action to adjourn the meeting at 6:57 p.m. passed with a motion by Kreifels and a second by Sherman. Vote: Yeas - Bartels, Icenogle, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Lori Bartels, Secretary Board of Education

Febr 2016 Admin. Rev.

Administrative
3/1/2016

Date	Num	Transaction	Payment	C	Deposit
2/1/2016	5514	SKILLS USA NE cat: CONFERENCE memo: 1-01-4700-630	20.00	R	
2/9/2016	5515	S.I.D. #23 cat: WATER & SEWER @ WM memo: 1-12-2610-323	88.79	R	
2/10/2016	TXFR	TRANSFER FROM GENERAL MM		R	2,626.29
2/18/2016	5516	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 1-01-2510-341	153.25	R	
2/19/2016	5517	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 1-01-2510-341	6.25	R	
2/24/2016	5518	TERI MIRRAS cat: MEALS memo: 1-01-2210-690	160.00	R	
2/26/2016	5519	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 1-01-2510-341	6.25		
2/29/2016	5520	NSBA cat: --SPLIT-- memo: 1-22-1100-630	223.00		
2/29/2016	5521	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 1-01-2510-341	10.38		

SPRINGFIELD STATE BANK
 600 MAIN ST
 SPRINGFIELD, NE 68059-3220
 Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM
 STUDENT FEE ACCOUNT
 14801 S 108TH ST
 SPRINGFIELD NE 68059

Statement Date: 02/29/2016 Enclosures: (0) Account No.: 4151129 Page: 1

REGULAR CHECKING ACCOUNT SUMMARY

Category	Number	Type :	REG	Status :	Active	Amount
Balance Forward From 01/29/16						1,177.58
Debits						0.00
Ending Balance On 02/29/16						1,177.58
Average Balance (Collected)	1,177.58+					

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	1,177.58	Minimum Ledger Balance :	1,177.58
Average Collected Balance :	1,177.58	Minimum Collected Balance :	1,177.58
Average Available Balance :	1,177.58	Minimum Available Balance :	1,177.58

OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

This Statement Cycle Reflects 31 Days

PRIVACY NOTICE

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at springfieldstatebank.com/documents/annual-privacy-notice.pdf or we will mail you a free copy upon request if you call us at 402-253-2222



Nebraska Public Agency Investment Trust

TRUST SERVICES

SOUTH SARPY SCHOOL DISTRICT #46

Account #601035

Account Information On: 03/31/2016

Enclosed for your information is a copy of the current accounting for the above referenced account. Should you have any questions regarding the accounting, please do not hesitate to contact us. Thank you for this opportunity to be of service.

Administrative Officer

CANDI SANDERS
PO BOX 82529
LINCOLN NE 68501-2529

402-323-1278

candi.sanders@ubt.com

SOUTH SARPY SCHOOL DISTRICT #46
14801 S 108TH ST
SPRINGFIELD NE 68059-4925



Nebraska Public Agency Investment Trust

TRUST SERVICES

SOUTH SARPY SCHOOL DISTRICT #46

Account # 601035

Account Detail On: 03/31/2016

	Maturity Date	Cost	Accrual	Annual Yield
Cash				
Cash		0.00		
Cash Equivalents				
Repurchase Agreement				
Repurchase Agreement fbo South Sarpy School District #46 0.25% due 6/18/2016	06/18/2016	2,700,000.00	1,923.29	0.25%
Grand Total		2,700,000.00	1,923.29	0.25%

Nebraska Public Agency Investment Trust

Account Statement

February 1, 2016 to February 29, 2016

SOUTH SARPY SCHOOL DISTRICT #46
14801 S 108TH ST
SPRINGFIELD, NE 68059-4925

NPAIT
PO BOX 82529
Lincoln, NE 68501
Toll Free: (800) 640-8817
Local: (402) 323-1615

Account Number: XXXXX9-001

Fund Summary

	<u>PRICE PER SHARE</u>	<u>SHARES OWNED</u>	<u>MARKET VALUE</u>
Nebraska Public Agency Investment Trust XXXXX9-001	\$1.00	68,550.28	\$68,550.28

Transaction Summary

Nebraska Public Agency Investment Trust
XXXXX9-001

<u>TRADE DATE</u>	<u>SETTLEMENT DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>SHARES</u>	<u>AMOUNT</u>
2/1/2016		Beginning Shares Balance	68,545.99	\$68,545.99
2/29/2016	2/29/2016	Interest	4.29	\$4.29
Total :			68,550.28	\$68,550.28

Accrual Details for Holdings between 02/01/2016 and 02/29/2016

Fund: NPAIT

Account Number: 126649-001

SOUTH SARPY SCHOOL DISTRICT #46

SOUTH SARPY SCHOOL DISTRICT #46

<u>Settlement Date</u>	<u>Price Cycle</u>	<u>Settled Shares</u>	<u>Accrual Factor</u>	<u>Accrual Dividend* (USD)</u>	<u>Non-Div. Distribution</u>		<u>Cumulative Accrual Dividend* (USD)</u>	
					<u>Accrual Paid (USD)</u>	<u>Accrual Paid (USD)</u>	<u>Dividend* (USD)</u>	
02/01/2016	EOD	68,545,9900	0.0000016432	0.11	0.00	0.00	0.11	
02/02/2016	EOD	68,545,9900	0.0000016325	0.11	0.00	0.00	0.22	
02/03/2016	EOD	68,545,9900	0.0000021795	0.15	0.00	0.00	0.37	
02/04/2016	EOD	68,545,9900	0.0000021995	0.15	0.00	0.00	0.52	
02/05/2016	EOD	68,545,9900	0.0000066236	0.45	0.00	0.00	0.98	
02/08/2016	EOD	68,545,9900	0.0000021871	0.15	0.00	0.00	1.13	
02/09/2016	EOD	68,545,9900	0.0000021931	0.15	0.00	0.00	1.28	
02/10/2016	EOD	68,545,9900	0.0000021918	0.15	0.00	0.00	1.43	
02/11/2016	EOD	68,545,9900	0.0000021956	0.15	0.00	0.00	1.58	
02/12/2016	EOD	68,545,9900	0.0000087913	0.60	0.00	0.00	2.18	
02/16/2016	EOD	68,545,9900	0.0000022830	0.16	0.00	0.00	2.34	
02/17/2016	EOD	68,545,9900	0.0000021966	0.15	0.00	0.00	2.49	
02/18/2016	EOD	68,545,9900	0.0000022399	0.15	0.00	0.00	2.64	
02/19/2016	EOD	68,545,9900	0.0000066315	0.45	0.00	0.00	3.10	
02/22/2016	EOD	68,545,9900	0.0000022071	0.15	0.00	0.00	3.25	
02/23/2016	EOD	68,545,9900	0.0000022391	0.15	0.00	0.00	3.40	
02/24/2016	EOD	68,545,9900	0.0000022147	0.15	0.00	0.00	3.55	
02/25/2016	EOD	68,545,9900	0.0000022784	0.16	0.00	0.00	3.71	
02/26/2016	EOD	68,545,9900	0.0000063747	0.44	0.00	0.00	4.15	
02/29/2016	EOD	68,550,2800	0.0000021331	0.15	0.00	4.29	0.00	

Total: Accrual computed without daily compounding
 Accrued Dividend prior to 02/01/2016: 0.00

* Displaying Accrual Dividend rounded to two decimal places for reporting purpose only
 Printed By: Sandy Mitchell, Print Date and Time: 3/1/2016 10:38 AM, Fund Group Name: NPAIT

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

Treasurer's Report

For the month ended January 2016

<u>General Fund Now Account</u>			
Bank Balance: Beginning of Reporting Period			\$ 405,023.79
Deposits:			
Springfield State Bank - Interest	\$ 40.35		
Transfer from Admin Revolving	\$ 0.00		
Transfers from Investment Account	\$ 1,167,032.45		
Transfer from Bond Fund	\$ 0.00		
Transfer from QCPUF Fund	\$ 51,845.46		
Transfers from Lunch Fund Investment	\$ 42,922.63		
Transfers from Building Fund Investment	\$ 7,947.26		
			\$ 1,269,788.15
			\$ 1,674,811.94
Disbursements			
Bank Balance: End of Reporting Period			\$ 594,449.51
Outstanding Checks: End of Reporting Period			\$ 329,413.44
NOW Account Balance: End of Reporting Period			\$ 265,036.07
<u>General Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 3,767,931.22
Deposits:			
Springfield State Bank - Interest	\$ 245.46		
Sarpy County Treasurer - Local Taxes	\$ 940.65		
Learning Community Common Taxes	\$ 86,177.60		
Sarpy- MVT	\$ 100,181.90		
State Aid	\$ 476,588.40		
SPED School Age Reimb.	\$ 109,124.00		
SPED Transportation Reimb.	\$ 61,337.00		
IDEA/Federal Grants/ Title/ Perkins	\$ 2,999.80		
Rentals	\$ 1,650.00		
Pre-School/ Summer School tuition	\$ 1,050.00		
Refunds and Reimbursements	\$ 1,090.03		
iPad Sales, Fees, and Insurance	\$ 105.00		
Liquor License Fees and County Fines	\$ 625.00		
Postage	\$ 0.00		
			\$ 842,114.84
			\$ 4,610,046.06
Disbursements			
Transfers to General Fund NOW	\$ 1,167,032.45		
Transfer to Depreciation Fund	\$ 0.00		
Administrative Revolving	\$ 2,626.29		
Returned checks/ fees	\$ 0.00		
Bank and other Service Charges	\$ 90.00		
			\$ 1,169,748.74
Investment Account Balance: End of Reporting Period			\$ 3,440,297.32
<u>General Fund Administrative Revolving Account</u>			

Available Balance: Beginning of Reporting Period			\$	2,379.43
Deposits:				
Transfers From General Fund Investment Acc't	\$	2,626.29		
Transfers From Lunch Fund Investment Acc't	\$	0.00		
Transfers From Building Fund	\$	0.00		
			\$	2,626.29
			\$	5,005.72
Disbursements			\$	971.11
Bank Balance: End of Reporting Period			\$	4,034.61
Outstanding Checks: End of Reporting Period			\$	364.63
Outstanding Deposits: End of Reporting Period			\$	0.00
Admin. Revolving Account Balance: End of Reporting Period			\$	3,669.98
General Fund Administrative Revolving Account			\$	3,669.98
General Fund NOW Account			\$	265,036.07
General Fund Investment Account			\$	3,440,297.32
TOTAL GENERAL FUND BALANCE			\$	3,709,003.37
<u>Employee Benefit Fund</u>				
Available Balance: Beginning of Reporting Period			\$	620,768.05
Deposits:				
Springfield State Bank - Interest			\$	44.81
Transfers From General Fund Investment Acc't			\$	0.00
Bank Balance: End of Reporting Period			\$	620,812.86
Certificate of Deposit				
Available Balance: End of Reporting Period			\$	620,812.86
Disbursements			\$	0.00
TOTAL EMPLOYEE BENEFIT BALANCE			\$	620,812.86
<u>Special Building Fund Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	705,605.23
Deposits:				
Springfield State Bank - Interest	\$	52.04		
Sarpy County Treasurer - Local Taxes	\$	31,571.06	\$	31,623.10
			\$	737,228.33
Disbursements	\$	7,947.26	\$	7,947.26
Available Balance: End of Reporting Period			\$	729,281.07
TOTAL SPECIAL BUILDING FUND BALANCE			\$	729,281.07
<u>School Lunch Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	181,559.21
Deposits:				
Springfield State Bank - Interest	\$	12.49		
Hot Lunches	\$	32,705.37		

State/Federal Aid	\$	12,683.87		
Miscellaneous	\$	0.00		\$ 45,401.73
				\$ 226,960.94
Disbursements				
Transfers to NOW	\$	42,922.63		
Transfer to Admin Revolving	\$	0.00		
Returned checks/ fees/ charges	\$	20.00		
				\$ 0.00
Available Balance: End of Reporting Period				\$ 42,942.63
TOTAL SCHOOL LUNCH FUND BALANCE				\$ 184,018.31
<u>Bond Fund Investment Account</u>				
Available Balance: Beginning of Reporting Period				\$ 126,025.66
Deposits:				
Springfield State Bank - Interest	\$	9.66		
Sarpy County Treasurer - Local Taxes	\$	12,081.72		\$ 12,091.38
				\$ 138,117.04
Disbursements				
Transfer to NOW				\$ 0.00
Available Balance: End of Reporting Period				\$ 138,117.04
TOTAL BOND FUND BALANCE				\$ 138,117.04
<u>Depreciation Fund Account</u>				
Available Balance: Beginning of Reporting Period				\$ 149,741.42
Deposits:				
Springfield State Bank - Interest	\$	10.81		
Transfers from General Fund	\$	0.00		\$ 10.81
				\$ 149,752.23
Disbursements				
Transfer to NOW	\$	0.00		\$ 0.00
Available Balance: End of Reporting Period				\$ 149,752.23
TOTAL DEPRECIATION FUND BALANCE				\$ 149,752.23
<u>QCPUF Fund Account</u>				
Available Balance: Beginning of Reporting Period				\$ 399,857.25
Deposits:				
Springfield State Bank - Interest	\$	27.13		
Sarpy County Treasurer- Local Taxes	\$	12,010.84		
				\$ 411,895.22
Disbursements				
Transfer to NOW	\$	51,845.46		
Transfer to NPAIT Account	\$	0.00		\$ 51,845.46
Available Balance: End of Reporting Period				\$ 360,049.76

TOTAL QCPUF FUND BALANCE			\$ 360,049.76

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

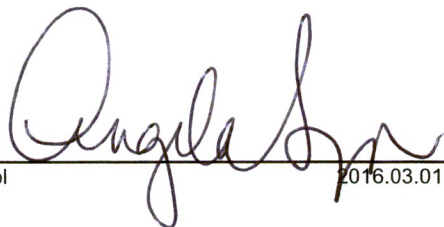
Platteview High School

02/01/2016 through 02/29/2016

Checking

Bank Statement Reconciliation Summary

Statement Balance	\$ 211,567.75
- Outstanding checks	\$ 6,280.21
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 205,287.54
+ Investments	\$ 0.00
Book Balance	\$ 205,287.54



SPRINGFIELD STATE BANK
 600 MAIN ST
 SPRINGFIELD, NE 68059-3220
 Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM
 PLATTEVIEW ACTIVITY FUND
 14801 S 108TH STREET
 SPRINGFIELD NE 68059

Statement Date: **02/29/2016** Enclosures: **(105)**

Account No.: **104812** Page: **1**

NOW CHECKING ACCOUNT SUMMARY

Category	Number	Amount
Balance Forward From 01/29/16		210,745.91
Deposits	6	25,591.03+
Debits	99	28,533.87
Automatic Deposits	1	3,750.00+
Interest Added This Statement		14.68+
Ending Balance On 02/29/16		211,567.75
Annual Percentage Yield Earned	0.09%	
Interest Paid This Year	28.32	
Interest Paid Last Year	169.82	
Average Balance (Collected)	203,347.14+	

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
02/01/16	44003	18.94	44008	45.00	210,681.97
02/01/16	44129	50.00	31574	67.23	210,564.74
02/01/16	43995	75.00	44120	240.00	210,249.74
02/01/16	44109	250.00	44126	357.57	209,642.17
02/01/16	115410	7,985.00			201,657.17
02/02/16	44135	28.00	44123	45.00	201,584.17
02/02/16	31575	77.52	44094	150.00	201,356.65
02/02/16	44127	237.06	44119	260.00	200,859.59
02/02/16	44117	978.94			199,880.65
02/03/16	44134	272.40	44133	1,058.00	198,550.25
02/04/16	DEPOSIT	187.00+		45.00	198,692.25
02/05/16	44132	138.90	44082	439.00	198,114.35
02/08/16	44104	15.94	43976	30.00	198,068.41
02/08/16	44131	70.00	44118	75.00	197,923.41
02/08/16	44124	175.00			197,748.41
02/09/16	44146	9.32	44156	39.60	197,699.49
02/09/16	44142	71.40	44100	95.00	197,533.09
02/09/16	31576	148.36	44149	720.00	196,664.73
02/10/16	44154	45.00	44151	70.00	196,549.73
02/10/16	44145	200.00	44072	1,883.94	194,465.79
02/11/16	DEPOSIT	569.45+	DEPOSIT	4,135.25+	199,170.49
02/11/16	DEPOSIT	10,469.08+			209,615.39
02/11/16	44141	52.00	44137	24.18	209,509.00
02/11/16	44148	105.00	44139	54.39	209,509.00
02/12/16	43980	75.00	44147	290.00	209,114.00
02/12/16	44158	459.64	44140	237.06	208,801.94
02/12/16	44172	70.00			208,342.30
02/16/16	44176	303.29	44136	80.08	208,192.22
			44175	372.44	207,516.49

Continued

01/164/1

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 02/01/2016 to 02/29/2016.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
SpringPI Platteview High School						
A	Athletics					
100	Athletics	56,067.49	9,428.20	2,776.79	0.00	62,718.90
105	Baseball Contest	0.00	0.00	0.00	0.00	0.00
106	Baseball Equip/Supplies	4,136.42	0.00	31.50	0.00	4,104.92
110	Boys Basketball Contest	-2,380.00	0.00	1,831.00	0.00	-4,211.00
111	Boys Basketball Equip/Supplies	-870.01	0.00	0.00	0.00	-870.01
115	Boys Golf Contest	-251.55	0.00	39.60	0.00	-291.15
116	Boys Golf Equip/Supplies	744.00	0.00	0.00	0.00	744.00
120	Boys Soccer Contest	0.00	0.00	0.00	0.00	0.00
121	Boys Soccer Equip/Supplies	2,761.23	0.00	20.00	0.00	2,741.23
125	Cross Country Contest	-928.74	0.00	0.00	0.00	-928.74
126	Cross Country Equip/Supplies	1,637.38	0.00	0.00	0.00	1,637.38
130	Football Contest	-2,313.00	0.00	0.00	0.00	-2,313.00
131	Football Equip/Supplies	-3,695.07	0.00	0.00	0.00	-3,695.07
135	Girls Basketball Contest	-3,045.00	0.00	1,501.00	0.00	-4,546.00
136	Girls Basketball Equip/Supplies	11.96	0.00	0.00	0.00	11.96
140	Girls Golf Contest	-747.00	0.00	0.00	0.00	-747.00
141	Girls Golf Equip/Supplies	1,000.00	0.00	0.00	0.00	1,000.00
145	Girls Soccer Contest	60.00	0.00	0.00	0.00	60.00
146	Girls Soccer Equip/Supplies	3,364.73	0.00	19.90	0.00	3,344.83
150	Softball Contest	-2,271.57	0.00	0.00	0.00	-2,271.57
151	Softball Equip/Supplies	1,806.56	0.00	0.00	0.00	1,806.56
155	Track Contest	-596.55	0.00	200.00	0.00	-796.55
156	Track - Boys Equip/Supplies	3,572.37	0.00	0.00	0.00	3,572.37
157	Track - Girls Equip/Supplies	4,163.46	0.00	0.00	0.00	4,163.46
160	Volleyball Contest	-3,408.00	0.00	0.00	0.00	-3,408.00
161	Volleyball Equip/Supplies	2,385.37	0.00	0.00	0.00	2,385.37
165	Wrestling Contest	-1,909.74	60.00	0.00	0.00	-1,849.74
166	Wrestling Equip/Supplies	2,812.77	0.00	0.00	0.00	2,812.77
180	PC Boys Basketball Contest	-1,060.00	0.00	0.00	0.00	-1,060.00
181	PC Boys Basketball Equip/Supplies	-202.67	0.00	0.00	0.00	-202.67
182	PC Boys Track Contest	273.87	0.00	0.00	0.00	273.87
183	PC Boys Track Equip/Supplies	0.00	0.00	0.00	0.00	0.00
184	PC Football Contest	-1,105.50	0.00	0.00	0.00	-1,105.50
185	PC Football Equip/Supplies	-149.81	0.00	0.00	0.00	-149.81
186	PC Girls Basketball Contest	-280.00	0.00	490.00	0.00	-770.00
187	PC Girls Basketball Equip/Supplies	-161.67	0.00	0.00	0.00	-161.67
188	PC Girls Track Contest	373.88	0.00	0.00	0.00	373.88
189	PC Girls Track Equip/Supplies	0.00	0.00	0.00	0.00	0.00
190	PC Volleyball Contest	-750.00	0.00	0.00	0.00	-750.00
191	PC Volleyball Equip/Supplies	0.00	0.00	0.00	0.00	0.00
192	PC Wrestling Contest	0.00	0.00	185.00	0.00	-185.00
193	PC Wrestling Equip/Supplies	0.00	0.00	0.00	0.00	0.00

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 02/01/2016 to 02/29/2016.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A Totals:				59,045.61	9,488.20	7,094.79	0.00	61,439.02
B Clubs & Organizations								
200	Baseball Club			2,689.68	0.00	0.00	0.00	2,689.68
203	Boys Basketball Club			4,985.94	0.00	0.00	0.00	4,985.94
205	Boys Golf Club			167.89	0.00	0.00	0.00	167.89
210	Boys Soccer Club			1,220.20	0.00	0.00	0.00	1,220.20
220	Cheer			1,373.81	0.00	0.00	0.00	1,373.81
230	Cross Country Club			803.04	0.00	0.00	0.00	803.04
240	Dance Team			703.19	4,816.00	1,428.16	0.00	4,091.03
245	Drama Club			746.32	0.00	0.00	0.00	746.32
250	FBLA			1,052.42	0.00	1,284.00	0.00	-231.58
255	FCCLA			310.60	255.00	898.00	0.00	-332.40
260	Football Club			7,177.23	0.00	372.44	0.00	6,804.79
270	Girls Basketball Club			2,025.42	0.00	82.90	0.00	1,942.52
280	Girls Golf Club			256.23	0.00	0.00	0.00	256.23
290	Girls Letter Club			2,789.95	248.10	570.00	0.00	2,468.05
300	Girls Soccer Club			1,524.32	40.00	0.00	0.00	1,564.32
330	National Honor Society			1,052.11	0.00	0.00	0.00	1,052.11
340	P Club			520.48	0.00	0.00	0.00	520.48
342	Platteview Tech Club			67.66	0.00	0.00	0.00	67.66
345	Softball Club			2,033.04	0.00	0.00	0.00	2,033.04
350	Skills USA			607.43	720.00	555.00	0.00	772.43
360	Spanish Club			935.02	0.00	0.00	0.00	935.02
370	Spirit Club			856.10	0.00	0.00	0.00	856.10
380	Student Council			360.53	0.00	0.00	0.00	360.53
390	Thespian			0.00	0.00	0.00	0.00	0.00
400	Track Club - Boys			3,018.74	0.00	0.00	0.00	3,018.74
405	Track Club - Girls			3,018.73	0.00	0.00	0.00	3,018.73
410	Volleyball Club			3,693.59	0.00	0.00	0.00	3,693.59
420	Wrestling Club			4,060.29	0.00	459.64	0.00	3,600.65
B Totals:				48,049.96	6,079.10	5,650.14	0.00	48,478.92

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 02/01/2016 to 02/29/2016.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
C	Classes							
	500		Art	2,231.32	59.50	0.00	0.00	2,290.82
	505		Band	6,947.85	0.00	237.06	0.00	6,710.79
	506		Band Fees	1,350.00	0.00	0.00	0.00	1,350.00
	510		Choir	2,136.06	0.00	-45.00	0.00	2,181.06
	515		Class of 2016	1,167.14	0.00	0.00	0.00	1,167.14
	520		Class of 2017	3,743.86	746.00	0.00	0.00	4,489.86
	525		Class of 2018	2,076.62	0.00	0.00	0.00	2,076.62
	530		Class of 2019	0.00	0.00	0.00	0.00	0.00
	550		Construction Tech	97.40	1,850.00	0.00	0.00	1,947.40
	570		Family Consumer Science	561.16	0.00	52.00	0.00	509.16
	580		Industry Tech	2,407.65	360.00	0.00	0.00	2,767.65
	590		Yearbook	22,964.64	-45.00	0.00	0.00	22,919.64
			C Totals:	45,683.70	2,970.50	244.06	0.00	48,410.14
D	Activities							
	600		Activities	788.89	0.00	82.00	0.00	706.89
	640		Fall Play	1,479.33	0.00	0.00	0.00	1,479.33
	650		Mock Trial	-95.93	0.00	0.00	0.00	-95.93
	655		Musical	-1,444.58	0.00	161.04	0.00	-1,605.62
	660		One-Act	1,390.71	0.00	0.00	0.00	1,390.71
	670		Speech	491.31	0.00	0.00	0.00	491.31
			D Totals:	2,609.73	0.00	243.04	0.00	2,366.69
E	Miscellaneous							
	700		Alumni	5,279.57	0.00	0.00	0.00	5,279.57
	705		Capital Improvement	146.00	2,000.00	0.00	0.00	2,146.00
	710		Concessions	12,961.66	4,448.23	2,223.08	0.00	15,186.81
	715		D.C. Tour	320.00	560.00	0.00	0.00	880.00
	720		Faculty Courtesy Fund	735.68	0.00	0.00	0.00	735.68
	730		Fine Arts	1,323.95	0.00	0.00	0.00	1,323.95
	740		Guidance	372.80	0.00	0.00	0.00	372.80
	750		Library	496.28	0.00	28.00	0.00	468.28
	760		Principal	3,674.98	14.68	1,084.95	0.00	2,604.71
	770		Textbook Fines	2,230.88	0.00	0.00	0.00	2,230.88
	780		College Access Grant	6,623.56	3,750.00	134.47	0.00	10,239.09
			E Totals:	34,165.36	10,772.91	3,470.50	0.00	41,467.77
F	Dual Credits							
	803		Government	925.00	0.00	0.00	0.00	925.00
	805		Math	2,200.00	0.00	0.00	0.00	2,200.00
			F Totals:	3,125.00	0.00	0.00	0.00	3,125.00

Current Cash Balance

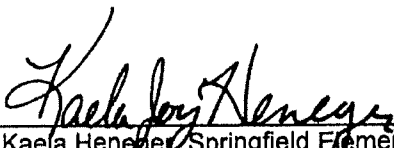
Sorted by Site ID, Group ID, Activity ID.
From 02/01/2016 to 02/29/2016.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
N	Non-Active Accounts							
	90001		AV - Graduation	0.00	0.00	0.00	0.00	0.00
	90002		Class of 2010	0.00	0.00	0.00	0.00	0.00
	90003		Class of 2011	0.00	0.00	0.00	0.00	0.00
	90004		Class of 2012	0.00	0.00	0.00	0.00	0.00
	90005		Class of 2013	0.00	0.00	0.00	0.00	0.00
	90006		Class of 2014	0.00	0.00	0.00	0.00	0.00
	90007		Class of 2015	0.00	0.00	0.00	0.00	0.00
	90060		General Fund	0.00	0.00	0.00	0.00	0.00
	90061		German	0.00	0.00	0.00	0.00	0.00
	90062		GovernmentTrip	0.00	0.00	0.00	0.00	0.00
	90063		Lit Mag	0.00	0.00	0.00	0.00	0.00
		N	Totals:	0.00	0.00	0.00	0.00	0.00
		SpringPI	Totals:	192,679.36	29,310.71	16,702.53	0.00	205,287.54
		Report	Totals:	192,679.36	29,310.71	16,702.53	0.00	205,287.54

Springfield Elementary Activity Account
January 29, 2016- February 29, 2016

Activity	Balance Last Report	Receipts	Expenditures	Transactions In-Out	Balance On Hand
Library	\$ 2,885.34	\$ -	\$ -	\$ -	\$ 2,885.34
Pop	\$ 758.72	\$ -	\$ 140.40	\$ -	\$ 618.32
General	\$ 4,073.26	\$ 1.15		\$ -	\$ 4,074.41
Student Council	\$ 2,667.60	\$ -	\$ -	\$ -	\$ 2,667.60
Walk - A - Thon	\$ 6,267.48	\$ -	\$ -	\$ -	\$ 6,267.48
D.I.	\$ 1,049.65	\$ -	\$ -	\$ -	\$ 1,049.65
Total	\$ 17,702.05	\$ 1.15	\$ 140.40	\$ -	\$ 17,562.80

Previous Bank Balance	\$ 19,410.84
Deposits made this mon	\$ 1.15
Checks Paid this Month	\$ 97.07
New Bank Balance	\$ 19,314.92
Minus Outstanding Cks.	\$ 1,752.12
Plus Outstanding Depos	\$ -
Final Account Balance	\$ 17,562.80



 Kaela Heneget, Springfield Elementary Principal
 Submitted March 1, 2016

PEEC-WEEC
3/4/2016

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			984.15
Checks and Payments	2	Items	-351.02
Deposits and Other Credits	0	Items	0.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			633.13

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			633.13
Checks and Payments	1	Item	-95.54
Deposits and Other Credits	0	Items	0.00
Register Balance as of 2/29/2016:			537.59
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			537.59

BILLS BY FUND FOR PAYMENT MARCH 14, 2016			
Payee	Account Code	Reason	Amount
American Express	1-01-1100-318	FEB 2016 CREDIT CARD	\$ 399.75
Binary Net, LLC	1-01-1100-318	fs2goplatteviewActive	\$ 59.90
Educational Service #3	1-01-1100-318	A/V REPAIR	\$ 162.88
AMAZON	1-01-1100-410	SUPPLIES	\$ 24.23
Mahoney, Jeremy R	1-01-1100-670	REIMBR. MILEAGE	\$ 50.76
Prime Communications, Inc.	1-01-1100-690	NETWORK SERVICE	\$ 170.00
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 1,596.50
Dill, Shellee L	1-01-1210-670	REIMBR. MILEAGE/CONF.	\$ 924.62
AMAZON	1-01-2130-410	SUPPLIES	\$ 189.27
Life Track Services	1-01-2210-318	SENIOR EXIT SURVEY	\$ 1,092.50
Marzano Research Laboratory	1-01-2210-410	SUPPLIES	\$ 30.00
Advance Education, Inc. PO Box 933823	1-01-2210-630	ePROVE MAINT. FEE	\$ 125.00
American Express	1-01-2210-630	FEB 2016 CREDIT CARD	\$ 135.00
Educational Service #3	1-01-2210-630	NESA-ELA WORKSHOP	\$ 375.00
Kirwan, Holli S	1-01-2210-670	REIMBR. MILEAGE	\$ 87.48
NE Assoc Of School Boards	1-01-2310-630	NASB MEMBERSHIP DUES	\$ 5,524.00
American Express	1-01-2310-670	FEB 2016 CREDIT CARD	\$ 33.15
Fisher, Kyle	1-01-2310-670	REIMBR. MILEAGE	\$ 85.32
HyVee Food & Drug Store	1-01-2310-690	SUPPLIES	\$ 62.00
KSB School Law, PC LLO	1-01-2320-317	LEGAL SERVICE	\$ 387.50
Perry, Guthery, Haase & Gessford, P.C., L.L.O	1-01-2320-317	LEGAL SERVICE	\$ 3,666.00
Omaha World Herald	1-01-2320-350	LEGALS/EMPLOYMENT	\$ 1,156.92
American Express	1-01-2320-670	FEB 2016 CREDIT CARD	\$ 139.15
Richards, Brett A	1-01-2320-670	REIMBR. MILEAG	\$ 102.06
Topic Media and PR Consulting	1-01-2330-318	PR- DEC 2015	\$ 500.00
Topic Media and PR Consulting	1-01-2330-318	PR- FEB. 2016	\$ 500.00
Topic Media and PR Consulting	1-01-2330-318	PR- JAN 2016	\$ 500.00
Culligan Us Filter	1-01-2510-318	SUPPLIES	\$ 25.00
Educational Service #3	1-01-2510-318	LASERFICHE DISK USAGE	\$ 82.50
Educational Service #3	1-01-2510-318	LASERFICHE USER LICENSES THRU 2/2017	\$ 915.00
Educational Service Unit #3 (ADMIN)	1-01-2510-318	BCKGRND CK	\$ 35.00
Educational Service Unit #3 (ADMIN)	1-01-2510-318	FEB 2016 INTER LOCAL SUBS & BACKGND CKS	\$ 70.00
Harris	1-01-2510-318	PPACA TRACKING SETUP & TRAINING	\$ 1,295.00
Mailfinance	1-01-2510-318	POSTAGE LEASE	\$ 231.57
Midwest Office Automations	1-01-2510-318	COPIER LEASE	\$ 2,765.99
One Source	1-01-2510-318	BACKGROUND CHECKS	\$ 105.00
Windstream	1-01-2510-318	PHONES	\$ 1,076.83
CenturyLink	1-01-2510-342	PHONE @ CO	\$ 307.37
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 406.33
MCI	1-01-2510-342	LONG DISTANCE	\$ 114.07
Verizon Wireless	1-01-2510-342	CELL PHONE	\$ 167.44
Windstream	1-01-2510-342	PHONE	\$ 1,077.59
Quill Corp	1-01-2510-410	SUPPLIES	\$ 7.00
American Express	1-01-2520-336	FEB 2016 CREDIT CARD	\$ 204.52
Buskirk, Richard	1-01-2520-337	SUPPLIES	\$ 85.00
Great Plains Pest Services In	1-01-2620-318	PEST CONTROL	\$ 150.00
NE DOL/Boiler Inspection Program	1-01-2620-318	ANNUAL BOILER CERTIFICATE	\$ 234.00
Papillion Sanitation	1-01-2620-318	SANITATION PICK UP	\$ 434.94
Rosser Lawn Care, Inc.	1-01-2620-318	SNOW REMOVAL @ PHS	\$ 1,511.50
Rosser Lawn Care, Inc.	1-01-2620-318	SNOW REMOVAL @ SP	\$ 270.00
Rosser Lawn Care, Inc.	1-01-2620-318	SNOW REMOVAL @ WM	\$ 270.00
Water Engineering Incorporated	1-01-2620-318	WATER TESTING	\$ 138.00
Carl Jarl	1-01-2620-319	SUPPLIES	\$ 176.10
Duke Aerial Equipment Inc.	1-01-2620-319	REPAIR LIFT @ PHS	\$ 592.89
Hayes Mechanical, LLC	1-01-2620-319	BOILER REPAIR @ PHS	\$ 1,213.05
Hayes Mechanical, LLC	1-01-2620-319	HVAC PREVENTIVE MAINT.	\$ 1,952.06
Hayes Mechanical, LLC	1-01-2620-319	REPAIR BOILER @ PC	\$ 910.91
Krasa, Dan	1-01-2620-319	WELL PUMP	\$ 6,424.00
Theatrical Media Services, Inc.	1-01-2620-319	CURTAIN-PHS STAGE	\$ 1,743.00
Western Specialty Contractors	1-01-2620-319	WATER PROOFING @ PHS	\$ 3,600.00

BILLS BY FUND FOR PAYMENT MARCH 14, 2016			
Acco Brands-USA LLC	1-01-2620-410	SUPPLIES	\$ 32.62
Electrical Engineering & Equipment Co	1-01-2620-410	SUPPLIES	\$ 598.08
Grainger	1-01-2620-410	SUPPLIES	\$ 957.99
Home Depot/GECF	1-01-2620-410	SUPPLIES	\$ 193.19
Mark's Plumbing Parts	1-01-2620-410	SUPPLIES	\$ 182.86
Pioneer Manufacturing Company	1-01-2620-410	SUPPLIES	\$ 1,210.95
Quill Corp	1-01-2620-410	SUPPLIES	\$ 42.74
Apple, Inc.	1-01-4100-460	Apple Qoute: 2202874899	\$ 1,998.00
Kids On The Move Inc	1-01-4404-318	SPED SERVICE	\$ 1,426.00
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 258.11
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 368.95
First Student	1-02-2750-318	ACTIVITY TRIP- 1/24/2016-2/20/2016	\$ 4,418.82
First Student	1-02-2750-318	FACILITY RENT	\$ (1,000.00)
First Student	1-02-2750-318	FUEL ESCALATOR	\$ 137.12
First Student	1-02-2750-318	REGULAR ROUTES	\$ 31,681.44
First Student	1-02-2760-318	ROUTE EXTENTIONS	\$ 2,006.47
First Student	1-02-2760-318	SPED ROUTE	\$ 18,956.00
Happy, Yellow and Checker Cab Companies	1-02-2760-318	SPED TRANSPORTATION	\$ 1,229.04
Samantha Eason	1-02-2760-332	PARENT MILEAGE	\$ 293.76
First Student	1-02-2790-318	LC HOURS	\$ 2,265.60
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 249.75
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 351.30
Sarpy County Treasurer's Offi	1-10-1100-313	SCHOOL RESOURCE 4TH QTR	\$ 5,397.03
Educational Service Unit #3 (ADMIN)	1-10-1100-318	BCKGRND CK	\$ 4,982.10
Educational Service Unit #3 (ADMIN)	1-10-1100-318	FEB 2016 INTER LOCAL SUBS & BACKGND CKS	\$ 10,303.34
Quill Corp	1-10-1100-410	SUPPLIES	\$ 123.91
Educational Service Unit #3 (SPED)	1-10-1200-630	WORKSHOP- B.EDWARDS & M.HARVAT	\$ 23.00
Evangelical Good Samaritan Society, The	1-10-1230-318	SPED SERVICE	\$ 7,605.00
Madonna School	1-10-1230-362	SPED SERVICE	\$ 1,486.56
Educational Service Unit #3 (SPED)	1-10-1290-318	SPED SERVICE	\$ 7,219.30
Dolezal, Susan K	1-10-1290-410	REIMBR. SUPPLIES	\$ 201.80
HyVee Food & Drug Store	1-10-1290-410	SUPPLIES	\$ 761.13
Lee, Sandra R	1-10-1290-410	REIMBR. SUPPLIES	\$ 131.85
Taher, Inc.	1-10-1290-410	SUPPLIES- PK	\$ 194.60
Educational Service Unit #3 (SPED)	1-10-1290-630	WORKSHOP- B.EDWARDS & M.HARVAT	\$ 23.00
Educational Service Unit #3 (SPED)	1-10-1290-630	WORKSHOP-B.EDWARDS	\$ 23.00
Educational Service #3	1-10-1310-630	HAL-GRADES 4-6	\$ 230.00
University of Oregon	1-10-1320-410	DIBELS	\$ 290.00
Culligan Us Filter	1-11-1100-318	SUPPLIES	\$ 30.00
AMAZON	1-11-1100-410	SUPPLIES	\$ 44.99
Steven Wayne Lehr	1-11-1100-690	PIANO TUNE	\$ 75.00
Educational Service Unit #3 (ADMIN)	1-11-1220-318	BCKGRND CK	\$ 365.29
Educational Service Unit #3 (ADMIN)	1-11-1220-318	FEB 2016 INTER LOCAL SUBS & BACKGND CKS	\$ 146.14
American School Counselor Association	1-11-2120-410	MEMBERSHIP- K. SUSMAN	\$ 54.50
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 886.63
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,371.17
City Of Springfield	1-11-2610-323	WATER & SEWER @ SP	\$ 146.70
Egan Supply Company	1-11-2610-410	SUPPLIES	\$ 71.86
Gopher Sport	1-12-1100-410	SUPPLIES	\$ 128.58
Teachers Pay Teachers	1-12-1100-410	SUPPLIES	\$ 75.00
Educational Service Unit No 6	1-12-1100-630	WORKSHOP- T.ROESLER	\$ 80.00
Educational Service Unit No 6	1-12-1100-630	WORKSHOP-T.ROESLER	\$ 80.00
Educational Service Unit #3 (ADMIN)	1-12-1220-318	BCKGRND CK	\$ 219.31
Educational Service Unit #3 (ADMIN)	1-12-1220-318	FEB 2016 INTER LOCAL SUBS & BACKGND CKS	\$ 292.28
American School Counselor Association	1-12-2120-630	MEMBERSHIP- K. SUSMAN	\$ 54.50
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 4,027.49
S I D #23	1-12-2610-323	WATER @ SEWER @ WM	\$ 138.10
Egan Supply Company	1-12-2610-410	SUPPLIES	\$ 71.85
Sarpy County Treasurer's Offi	1-20-1100-313	SCHOOL RESOURCE 4TH QTR	\$ 5,397.02
Educational Service Unit #3 (ADMIN)	1-20-1100-318	BCKGRND CK	\$ 3,726.51
Educational Service Unit #3 (ADMIN)	1-20-1100-318	FEB 2016 INTER LOCAL SUBS & BACKGND CKS	\$ 6,001.27
Quill Corp	1-20-1100-410	SUPPLIES	\$ 135.33

BILLS BY FUND FOR PAYMENT MARCH 14, 2016			
Platteview High School	1-20-1100-690	FEE WAIVER	\$ 20.00
Educational Service Unit #3 (SPED)	1-20-1230-362	SPED SERVICE	\$ 3,496.00
Goodwill Industries, Inc.	1-20-1230-362	SPED SERVICE	\$ 1,476.00
Culligan Us Filter	1-21-1100-690	SUPPLIES	\$ 31.00
Quill Corp	1-21-1220-410	SUPPLIES	\$ 221.08
Mackin Educational Resources	1-21-2220-430	LIBRARY BOOKS	\$ 410.63
Educational Service #3	1-21-2230-318	A/V REPAIR	\$ 61.74
Egan Supply Company	1-21-2610-410	SUPPLIES	\$ 71.85
Adams Professional Service, Inc.	1-22-1100-318	PIANO TUNE	\$ 80.00
Kenton Colgrove	1-22-1100-318	REPAIR	\$ 15.26
AMAZON	1-22-1100-410	SUPPLIES	\$ 90.48
Blick Art Materials	1-22-1100-410	SUPPLIES	\$ 446.79
Brooklyn Publishers LLC (IA)	1-22-1100-410	SUPPLIES	\$ 42.25
Home Depot/GEFC	1-22-1100-410	SUPPLIES	\$ 102.15
JD Drama Publishing	1-22-1100-410	SUPPLIES	\$ 6.00
Lowe's	1-22-1100-410	SUPPLIES	\$ 1,151.62
Matheson Tri-Gas, Inc.	1-22-1100-410	SUPPLIES	\$ 96.75
Pepper Of Minneapolis	1-22-1100-410	SUPPLIES	\$ 41.82
Schmitt Music Center	1-22-1100-410	SUPPLIES	\$ 48.00
Walmart Community/GEGRB	1-22-1100-410	SUPPLIES	\$ 17.76
School Outfitters.Com	1-22-1100-530	SUPPLIES	\$ 169.24
CDWG	1-22-1100-560	DOCKING STATION	\$ 169.57
Educational Service #3	1-22-1100-630	QUIZ BOWL	\$ 130.00
Fairfield Inn & Suites by Marriott-Kearney	1-22-1100-670	ROOM- JANAK, LAYHER	\$ 215.92
Janak, Maria J	1-22-1100-670	REIMBR. MILEAGE	\$ 60.84
King, Matthew T	1-22-1100-670	REIMBR. VOCAL MUSIC MEALS	\$ 16.45
Educational Service Unit #3 (ADMIN)	1-22-1220-318	FEB 2016 INTER LOCAL SUBS & BACKGND CKS	\$ 146.14
AMAZON	1-22-2220-410	SUPPLIES	\$ 88.25
Demco Inc	1-22-2220-410	SUPPLIES	\$ 106.54
Mackin Educational Resources	1-22-2220-430	LIBRARY BOOKS	\$ 101.16
Harris	1-22-2410-318	SUPPLIES	\$ 312.91
AMAZON	1-22-2410-410	SUPPLIES	\$ 61.39
ESI Communications Inc	1-22-2410-410	SUPPLIES	\$ 15.57
Quill Corp	1-22-2410-410	SUPPLIES	\$ 106.12
Case, Jacki L	1-22-2410-670	REIMBR. MILEAGE	\$ 34.02
Joekel, Steven K	1-22-2410-670	REIMBR. MILEAGE	\$ 323.10
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 1,997.51
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 14,797.09
Egan Supply Company	1-22-2610-410	SUPPLIES	\$ 143.71
			\$ 206,067.29
For Lunch Fund			
Payee	Account Code	Reason	Amount
Taher, Inc.	2-23-6000-318	OPERATING EXP- JAN 2016	\$ 48,454.20
Wordware Incorporated	2-23-6000-318	ANNUAL SERVICE	\$ 2,004.00
NE Food Distribution	2-23-6000-410	SUPPLIES	\$ 1,872.67
			\$ 52,330.87
Building Fund			
Payee	Account Code	Reason	Amount
Olsson Associates	3-06-2515-000	LAGOON STUDY	\$ 1,500.00
Olsson Associates	3-06-2515-000	SPCS-WM RENOV.-LAND SURVEY	\$ 1,455.00
			\$ 2,955.00
Building Fund			
Payee	Account Code	Reason	Amount
Theatrical Media Services, Inc.	6-00-0006-000	LIGHTING AT PHS AUDITORIUM	\$ 9,628.00
			\$ 9,628.00

BILLS BY FUND FOR PAYMENT MARCH 14, 2016			
Payee	Account Code	Reason	Amount
Olsson Associates	8-06-2515-000	SPCS-WM RENOV.-LAND SURVEY	\$ 8,245.00
			\$ 8,245.00
			\$ 279,226.16



Prepared For
BRETT RICHARDS
 SO SARPY SCHOOL 46

Account Number
 XXXX-XXXXX7-21006

Closing Date
 02/22/16

Page 3 of 3

Activity Continued

Card Number XXXX-XXXXX7-22020	Reference Code	Amount \$
01/25/16 INTL READING ASSOC 3027311600 DE REF# 79961575 MEMBERSHIP ORGS 01/25/16 MEMBERSHIP CLUBS AN ROC NUMBER 79961575	79961575000 <i>Hollie</i> <i>1-01-2210-630</i>	135.00
01/29/16 B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026029 402-253-8004 01/28/16	85544026029	22.52
02/02/16 B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026033 402-253-8004 02/01/16	85544026033 <i>fuel</i>	36.60
02/02/16 THE CORNHUSKER A MAR LINCOLN NE REF# 81160325106 LODGING 02/01/16	81160325106 <i>No. 5 clean</i> <i>Breakfast</i> <i>Breeds, Kgl 01-2310-670</i> <i>Brett 01-2320-670</i>	49.72
02/02/16 THE CORNHUSKER A MAR LINCOLN NE FOL# 1192 LODGING 02/02/16 ARRIVAL DATE DEPARTURE DATE 01/31/16 02/01/16 00 ROOM RATE \$122.58 ROC NUMBER 1192	11920000000 <i>1-01-2320-670</i> <i>Brett</i>	122.58
02/02/16 IDRIVE.COM 18667480555 CA REF# fstaskiewic 8185945972 02/01/16	Frank <i>01-1100-318</i>	399.75
02/14/16 B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026045 402-253-8004 02/13/16	85544026045	35.63
02/18/16 B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026049 402-253-8004 02/17/16	85544026049 <i>fuel</i>	34.35
02/21/16 B & D Pit Stop LLC SPRINGFIELD NE REF# 85544026052 402-253-8004 02/20/16	85544026052	75.42
Total for BRETT A. RICHARDS	New Charges/Other Debits Payments/Other Credits	911.57 0.00

00801133

1-01-2520-336
fuel = \$204.52

FACILITY PLANNING

		Fund	Priority/ Phase
PRIORITY PROJECTS			
WM- Project	\$ 3,901,071		1
PHS/PC- Sewage Lagoon	\$ 225,000		1
Springfield Land	\$ 600,000		1
Total	\$ 4,726,071		
BUDGET PLAN			B.F. Cash
2015-16			Balance
			\$ 650,000
Revenue			
Building Fund 7.3 cents	\$ 905,000	Building	
QCPUF 2.7 cents	\$ 3,076,383	QCPUF	
Total	\$ 3,981,383		
Expenditures 15-16			
Springfield Land Purchase #1	\$ 400,000	Building	
Summer Maintenance	\$ 100,000	Building	
Sewage Lagoon	\$ 225,000	General	
Westmont Project	\$ 3,076,383	QCPUF	
Westmont Project	\$ 824,688	Building	
Prime Communications	\$ 55,000	General	
Total	\$ 4,681,071		
Funds to pay for costs for 15-16:			
Building Fund	\$ 1,324,688		
General Fund	\$ 280,000		
QCPUF	\$ 3,076,383		
Total	\$ 4,681,071		
			\$ 230,312
2016-17			
Revenue			
Building Fund 5 cents	\$ 660,000	Building	
Expenditures 16-17			
Springfield Land Purchase- #2	\$ 200,000		
Summer Maintenance	\$ 100,000		
			\$ 590,312

REAL ESTATE SALE AND PURCHASE AGREEMENT

This Real Estate Sale and Purchase Agreement (the "**Agreement**") is entered into effective this 14th day of March, 2016, by and between GDR, L.L.C., a Nebraska limited liability company, (the "**Seller**"), and Sarpy County School District 77-0046, commonly known as Springfield Platteview Community Schools (the "**Buyer**"). The Buyer and Seller shall be referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS:

A. Seller is the optionee of that certain unimproved real estate located in Sarpy County, Nebraska, consisting of approximately 119 acres, more or less, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Entire Tract**");

B. Seller intends to rezone, subdivide and develop approximately 60 acres, more or less, of the Entire Tract (the "**Development Property**") generally as identified on the site plan, preliminary and final plat attached hereto as Exhibit "B" (the "**Site Plan**");

C. Buyer is interested in purchasing a portion of the Development Property for the purpose of constructing and using a new elementary school and for other school purposes;

D. Upon Seller obtaining Final Approval of all Governmental Approvals (as defined in Section 3.3, below), Seller desires to sell to Buyer and Buyer desires to purchase and acquire from Seller approximately 9.46 acres, more or less, of the Development Property to Buyer, as depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "**School Site Property**"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, conditions and agreements set forth herein, Buyer and Seller agree as follows:

ARTICLE 1. PURCHASE AND SALE OF PROPERTY

1.1. **Agreement to Purchase and Sell.** Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations and warranties made herein by each Party to the other, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, that certain tract of real estate (as defined in Neb. Rev. Stat. § 76-201), herein described as the School Site Property, as more particularly described in Exhibit "C", and all

rights, improvements and appurtenances situated thereon and relating thereto.

- 1.2. **Closing.** The Closing of the purchase and sale of the School Site Property shall be held at the offices of the Buyer within thirty (30) days after the expiration of the Contingency Period, or at such other time, date and place as Seller and Buyer may mutually agree (the "**Closing**").
- 1.3. **Purchase Price.** In consideration of Seller's agreement to convey the Property, and subject to the terms and conditions of this Agreement, the Purchase Price for the School Site Property shall be Six Hundred Thousand and No/100ths Dollars (\$600,000.00). Buyer agrees to pay Seller the Purchase Price amount as follows:
 - 1.3.1. Buyer shall pay Seller Four Hundred Thousand and No/100ths Dollars (\$400,000.00) of the Purchase Price at Closing.
 - 1.3.2. Buyer shall pay Seller Two Hundred Thousand and No/100ths Dollars (\$200,000.00), representing the balance of the Purchase Price, no later than May 12, 2017.
 - 1.3.3. The Purchase Price stated above includes all costs for site preparation work performed on the School Site Property by Seller, as described in Section 1.7 below.
 - 1.3.4. The Purchase Price stated above shall not include any Special Assessments or General Obligation Costs of any Sanitary and Improvement Districts.
- 1.4. **Sanitary and Improvement Districts.** Buyer and Seller expressly agree that the School Site Property shall not be a part of or included in the boundaries of any Sanitary and Improvement District. No SID shall levy or attempt to levy any special assessments or general obligations costs against the School Site Property. The Buyer shall not be obligated to pay any special assessments or general obligations costs levied against the School Site Property by any SID.
- 1.5. **Capital Facilities Charges.** The Purchase Price of the School Site Property does not include any amounts for capital facilities charges that may be charged by the City of Springfield or the water supplier. If capital facilities charges are assessed by the City of Springfield or the water supplier, Buyer shall pay such capital facilities charges to the City of Springfield or the water supplier directly.

1.6. **Site Preparation Work and Expenses.** The Seller shall undertake to cause to be performed on the School Site Property certain site preparations work, including grubbing, mass/rough grading, excavation and earthwork, strip and respread, sediment basin installation, erosion control and maintenance, seeding and other site preparation work. On or before November 30, 2016, Seller shall cause all site preparations work on the School Site Property to be performed and to pay all amounts for such site preparation work, including all design fees and costs. Seller shall provide copies of all plans and specifications for the site preparation to Buyer for Buyer's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Seller and Buyer shall agree on the location of any permanent sediment basin which will be required to be located on the School Site Property. Buyer further reserves the right (i) to observe the performance of the site preparation work by Seller, (ii) to object to the quality of site preparation work performed by Seller, (iii) to obtain further testing involving the site preparation work, and (iv) to require Seller to have site preparation work re-performed or conformed Buyer requirements pursuant to the approved plans and specifications. Seller shall not be responsible for any finish grading of the School Site Property in order to meet the requirements of Buyer's intended uses. Buyer shall be responsible for any erosion control and maintenance work on the School Site Property after Closing, which shall include the closing of any temporary sediment basins. Seller shall provide to Buyer lien releases and waivers from all contractors and subcontractors who performed the site preparation work described in this Section. Seller, and Seller's contractor(s), shall obtain and maintain such insurance as will protect Seller and Buyer from claims which may arise out of, or result from performance of Seller's site preparation work, including but not limited to workers' compensation and employer's liability, automobile liability, commercial general liability, and excess liability. To the extent allowed, Buyer shall be named as an additional insured on Seller's, and Seller's contractors', insurance policies.

1.7. **Title Insurance Commitment; Survey; Delivery of Deed; Title Insurance Policy.**

1.7.1. **Title Insurance Commitment.** Within ten (10) days of execution of this Agreement, Seller shall furnish to Buyer a current title insurance commitment (the "**Commitment**") evidencing marketable title to School Site Property or, if not yet available, the Entire Tract, free and clear of all liens and encumbrances, except easements and restrictions of record which will not interfere with Buyer's intended use of the Property for school purposes. If the Commitment is provided for the

Entire Tract, the Commitment shall be revised to show the School Site Property upon the recording of the Final Plat. Should a valid title defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of delivery of Buyer's attorney's opinion describing the defect. If the title defect is not cured within said 30 day period, then Buyer shall have the option to (i) rescind this Agreement; or (ii) extend the Closing for a reasonable period of time to permit Seller to cure such defect.

1.7.2.**Survey.** Within fifteen (15) days after Seller has obtained and delivered to Buyer the Commitment, Seller shall obtain and deliver to Buyer (at Seller's sole cost and expense) a current survey of the Entire Tract, including a separate breakout survey of the School Site Property (the "Survey"), prepared by a surveyor licensed in the State of Nebraska. The Survey shall be prepared in accordance with the current standards for Land Title Surveys of the American Land Title Association and the American Congress on Surveying and Mapping and shall be certified to Buyer, Seller and the Title Company. The Survey shall set forth the legal description of the School Site Property and all easements appurtenant to the Entire Tract and shall include a vicinity map showing the location of major streets and/or highways. The Survey shall show all (i) improvements (including fences), (ii) easements encumbering and easements appurtenant to the Entire Tract (visible or recorded), including recording information concerning the documents creating any such easements, (iii) building lines, (iv) curb cuts, (v) sewage, water, electricity, gas and other utility facilities, together with points of connection, (vi) roads and other means of physical and record ingress and egress to and from the Entire Tract from public roads (including the dimensions of abutting streets), (vii) areas located within flood plains or conservation areas or designated as wetlands, and (viii) improvements on adjoining properties which are within five (5) feet of the property lines of the Entire Tract and the School Site Property. The Survey shall also certify the number of gross square feet and the number of Net Square Feet of land included in the School Site Property. For purposes of this Agreement, the term "**Net Square Feet**" shall mean the number of gross square feet within the School Site Property less the number of square feet lying within existing or proposed state or local rights-of-ways.

1.7.3.**Delivery of Deed and Possession.** At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, in the form attached hereto as Exhibit "D", conveying marketable fee simple title to Buyer, free and

clear of all liens, encumbrances, special assessments levied or assessed, and subject to acceptable easements, restrictions and covenants of record. Seller shall deliver possession of the School Site Property to Buyer at Closing.

1.11. **Closing Costs.** Buyer shall be responsible for the following costs at Closing: (a) costs for recording the Deed; (b) one-half (1/2) of the total for escrow fees, if any; (c) one-half (1/2) of the cost of a standard owner's title insurance policy; (d) cost to obtain any extended coverage in or any endorsements to the owner's title insurance policy; (e) costs of Tests, if any; and (f) Buyer's attorneys' fees. Seller shall be responsible for the following costs at Closing: (a) costs for preparation of the warranty deed; (b) one-half (1/2) of the total for escrow fees, if any; (c) one-half (1/2) of the cost of a standard owner's title insurance policy; (d) Seller's attorneys' fees, if any; (e) applicable Nebraska Documentary Stamp Taxes, if any, which become payable upon recordation of the personal representative's deed; and (f) any fee which becomes payable upon recordation of the personal representative's deed conveying title to the School Site Property from Seller to Buyer.

1.12. **Real Estate Taxes.** All real estate and personal property taxes on the School Site Property for the tax years prior to the Date of Closing shall be paid by Seller. The property taxes for the year of the Date of Closing, if any, shall be prorated to the Date of Closing and shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law. Any greenbelt recapture tax shall be paid by Seller at or prior to the Date of Closing. Seller and Buyer agree to use their commercially reasonable efforts to utilize Buyer's sale tax exemption status as permitted under the law for any and all conditions that the sales tax exemption status is applicable.

1.13. **Contingency Period and Buyer's Closing Contingencies.** This Agreement and Buyer's obligation to consummate this transaction is subject to the following Closing Contingencies (sometimes collectively or individually referred to as the "Closing Contingencies"):

1.13.1. **Governmental Approvals.** Seller obtaining all Governmental Approvals (as defined in Section 3.3.3, below) at its sole cost and expense.

1.13.3. **Testing.** Buyer approving all Tests as described in Section 3.1., below, prior to the expiration of the Contingency Period.

1.13.4. **Title Insurance.** Buyer's review and approval the Commitment as described in Section 1.10.1. above;

ARTICLE 2. WARRANTIES

2.1. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

2.1.1. **Authority Relative to Agreement.** This Agreement has been executed by the Seller and constitutes the legal, valid and binding obligation of Seller, and is enforceable against Seller in accordance with its terms, subject only to the terms and conditions of Seller's underlying Option Agreement.

2.1.2. **No Brokers.** Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.1.3. **Condition of Property.** At the time of Closing, Seller represents and warrants to Buyer that Seller will have marketable title in fee simple to the School Site Property, free and clear of all liens and encumbrances except those of record on the date hereof; that there are no unpaid bills for labor or materials for any improvement or repair of the School Site Property; nor any agreement or order for any such labor or materials that could give rise to a construction lien or other lien against the School Site Property; and that Seller has good and lawful authority to sell the School Site Property pursuant to the terms hereof subject only to the terms and conditions of Seller's underlying option agreement. Seller shall cause all leases and leasehold interest in the School Site Property to be terminated by the Closing Date and shall cause all tenants to vacate the Property by the Closing Date.

2.1.4. **Construction Liens.** To the fullest extent allowed by law, Seller shall indemnify, defend and hold harmless Buyer from and against: (i) any and all claims, actions, damages or expenses (including attorney's fees) arising from Seller's pre-Closing site preparation work, as described in Section 1.7 above, and any other development work conducted on the School Site Property (including personal injury, death and property damage); and (ii)

any mechanic's liens filed against the School Site Property resulting from the Seller's pre-Closing site preparation work and any other development work conducted on the School Site Property. After Closing, Seller shall provide to Buyer lien releases and waivers from all contractors and subcontractors who performed the site preparation work described in Section 1.7. The terms and conditions of this Section shall survive the Closing and/or termination of this Agreement.

2.1.5.**Non-Foreign Status.** At the Date of Closing, Seller shall deliver to Buyer the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

2.1.6.**Exclusion from SID.** Seller represents and warrants to Buyer that the (i) School Site Property shall not be a part of or included in the boundaries of any Sanitary and Improvement District, (ii) no SID shall levy or attempt to levy any special assessments or general obligations costs against the School Site Property, and (iii) Buyer shall not be obligated to pay any special assessments or general obligations costs levied against the School Site Property by any SID.

2.1.7.**School Site Property Access Points.** Seller represents and warrants to Buyer that that the School Site Property shall have (i) at least one traffic entrance/egress point from the future "A" Street, with no restrictions on how this access point may be used, and (ii) access to water distribution, utilities and storm water retention/detention facilities for storm water runoff from the east side of the School Site Property.

2.1.8.**Seller Insurance.** Seller represents and warrants to Buyer that Seller, and Seller's contractors, shall obtain and maintain such insurance as will protect Seller and Buyer from claims which may arise out of, or result from performance of Seller's site preparation work described in Section 1.7 above, including but not limited to workers' compensation and employer's liability, automobile liability, commercial general liability, and excess liability. To the extent allowed, Buyer shall be named as an additional insured on Seller's, and Seller's contractors', insurance policies.

2.1.9.**School Site Stormwater Detention Facilities.** Seller and Buyer agree that as part of Seller's site preparation work, described in Section 1.7 above, Seller may cause to be

constructed and installed one (1) stormwater detention facility general located as shown on Exhibit "E", attached hereto and incorporated herein by this reference. Seller shall provide copies of all plans and specifications and the proposed location of such stormwater detention facility before any contract to construct such facility has been awarded by Seller. Seller and Buyer shall mutually agree on the final location of such stormwater detention facility, which stormwater detention facility will be located on the School Site Property. Buyer reserves the right to review and approve Seller's plans and specifications for the stormwater detention facility, which review and approval shall not be unreasonably withheld, conditioned or delayed. Buyer further reserves the right (i) to observe the performance of the work by Seller, (ii) to object to the quality of work performed by Seller, (iii) to obtain further testing involving the work, and (iv) to require Seller to have the work re-performed or conformed Buyer requirements pursuant to the approved plans and specifications. If Buyer has reasonable concerns or objections to any stormwater detention facility plans and specifications, Buyer shall give written notice of such concerns or objections to Seller and thereafter Buyer and Seller shall meet and confer in an attempt to resolve Buyer's concerns or objections.

2.2. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as follows:

2.2.1. **Authority Relative to Agreement.** Buyer is a political subdivision and body corporate duly organized and in good standing under the laws of the State of Nebraska and has all requisite authority and power to execute, deliver and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by Buyer. Buyer's Board of Education approved the terms set forth herein and authorized the execution hereof or will do so at a regular meeting in accordance with Nebraska law. This Agreement has been executed by an authorized representative of Buyer and constitutes the legal, valid and binding obligation of Buyer and is enforceable against Seller in accordance with its terms.

2.2.2. **No Brokers.** Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this

Agreement or the consummation of the transactions contemplated hereby.

2.2.3.**Future Fencing.** Buyer agrees to reasonable future fencing along the entrance to the School Site Property.

2.2.4.**Rent.** Buyer agrees to rent the School Site Property to Seller after Closing until November 30, 2016, for \$1.00. Such ground lease shall automatically expire on November 30, 2016, without further notice from either party. Seller, or Seller's tenants, if any, shall immediately vacate the School Site Property on or before November 30, 2016, and shall not hold over. Seller, or Seller's tenants, if any, shall have the right to harvest all mature crops on the School Site Property no later than November 30, 2016. Seller shall not cause any liens, mortgages or other encumbrances to encumber the School Site Property during the term of the lease.

ARTICLE 3. OTHER AGREEMENTS

3.1. **Inspection and Testing.** At any time after the execution of this Agreement by all Parties and prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such professional wetlands delineation, professional floodplain analysis, soil tests, geotechnical investigation, borings, phase 1 environmental audit, surveys, studies, inspections, and other tests and inspections (the "Tests") as it deems necessary to determine suitability of the School Site Property for its intended use and to determine whether the School Site Property contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems. It is the intention of the Parties that if Tests indicate that the School Site Property may contain hazardous substances, Buyer shall have the right to rescind the Agreement as provided herein. If in Buyer's sole judgment, such Tests indicate or determine that the School Site Property is not suitable for the uses contemplated by the Buyer, or that the School Site Property contains any hazardous materials or substances, then Buyer may rescind this Agreement by written notice to Seller. Buyer shall make reasonable efforts to restore the Property if (a) such tests alter the grade, compaction or vegetation and (b) this Agreement fails to close for any reason. Only to the extent allowed by law, Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against: (i) any and all claims, actions, damages or expenses (including attorney's fees) arising from Buyer's Tests conducted on the School Site Property (including personal injury, death and property damage); and (ii) any

mechanic's liens filed against the School Site Property resulting from the Buyer's Tests. The terms and conditions of this Section shall survive the Closing and/or termination of this Agreement.

- 3.2. **Buyer's Closing Contingencies.** Buyer's obligation to consummate this transaction is contingent upon the following Closing Contingencies (sometimes collectively or individually referred to as the "Contingencies"):

3.2.1. **Governmental Approvals.** This Agreement is contingent upon Seller obtaining, at Seller's sole cost and expense: (i) the rezoning of the School Site Property, for Buyer's intended development and use of the School Site Property as an elementary school; (ii) the replatting of the School Site Property as shown on the Site Plan attached hereto; and (iii) all other approvals, permits, licenses, entitlements deemed necessary by Buyer for Buyer's intended development and use of the Property as an elementary school (collectively, the "**Governmental Approvals**"); provided that Buyer shall be responsible for obtaining the building permit for the construction of the elementary school and shall be solely responsible for all other fees and costs customarily associated with the issuance of a building permit. Except as set forth herein, Buyer shall, at no cost to Buyer and gratuitously to Seller, reasonably cooperate with Seller in the pursuit of the Governmental Approvals, including, without limitation, executing any application necessary to obtain each Governmental Approval. Seller shall pursue the applications and processing for the Governmental Approvals to completion and Seller shall execute all necessary and appropriate instruments that are related to the same. "**Final Approval**" of the Governmental Approvals shall be the date when: (a) all of the Governmental Approvals have been reviewed and finally approved by the appropriate governmental agencies, (b) any ordinances with respect thereto have taken effect, and (c) the time has passed for appeal of all Governmental Approvals. If the Final Approval of the Governmental Approvals has not occurred on or before the "**Approval Deadline**" (as defined herein) then Buyer may terminate this Agreement, in which case this Agreement shall be of no further force and effect. The Approval Deadline shall be May 31, 2016.

3.2.2. **Testing.** This Agreement is contingent on Buyer approving the Tests as described in Paragraph 3.1. above.

- 3.2.3. **Title Insurance.** This Agreement is contingent on Buyer approving the Title Insurance Commitment as described in Paragraph 1.10.1. above.
- 3.3. **Seller's Contingency.** Seller's obligation to close this transaction is conditioned upon Seller: (i) exercising its option for the Entire Tract and acquiring legal title to the Entire Tract; and (ii) obtaining all necessary Final Approvals of the Governmental Approvals to develop the Entire Tract generally in conformance with the Site Plan, including a subdivision agreement with the City of Springfield, Nebraska, on terms acceptable to Seller in Seller's sole discretion.
- 3.4. **Contingency Period.** The Contingency Period shall expire on May 31, 2016.
- 3.5. **Failure of Contingencies.** Seller and Buyer agree to make a good faith effort to satisfy the Contingencies stated above. In the event any one or more of the Contingencies described above have not been met within the Contingency Period, or mutual extensions thereof, then Seller or Buyer shall deliver written notice to the other Party before the expiration of the Contingency Period stating that one or more of the Contingencies have not been met and, unless such Contingencies are waived by the Party giving notice, this Agreement shall be null and void and both Parties shall have no further obligation or liability under this Agreement.

ARTICLE 4. CONDITIONS OF CLOSING

- 4.1. **Buyer's Conditions of Closing.** Buyer's obligation to close on the purchase of the School Site Property is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:
- 4.2.1 **Warranty Deed.** Buyer shall receive from Seller an executed and acknowledged general warranty deed to the School Site Property, in the form attached hereto as Exhibit "D".
- 4.2.2 **Accuracy of Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

4.2. **Seller's Conditions of Closing.** Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.2.1. **Payments.** At Closing, Buyer shall deliver to Seller the portion of the Purchase Price in accordance with Section 1.3.1 of this Agreement.

4.2.2. **Accuracy of Warranties.** All the representations and warranties of Buyer contained in this Agreement shall be true and correct at and as of Closing and Buyer shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

ARTICLE 5. MISCELLANEOUS

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

5.2. **Counterparts.** This Agreement may be executed, acknowledged, delivered and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.

5.3. **Delivery of Documents.** This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

GDR, L.L.C.
Attn: Gene Graves
15302 Weber Street

With copies to:

Fullenkamp, Doyle & Jobeun
Attn: Larry A. Jobeun
11440 West Center Road

Bennington, Nebraska 68007

Omaha, Nebraska 68144

If to Buyer:

With copies to:

Springfield Platteview Community
Schools

Attn: Superintendent Brett Richards
14801 S. 108th Street
Springfield, NE 68059-4925

Perry, Guthery, Haase &
Gessford, P.C., L.L.O.

Attn: Derek A. Aldridge
233 S. 13th Street, Suite 1400
Lincoln, NE 68508

or to such other address as any party shall specify by written notice so given.

- 5.4. **Entire Agreement.** This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations and discussions, oral or written, between the parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a) any prior or existing course of dealing; (b) any prior performance of the parties; or (c) any other method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.
- 5.5. **Execution of Additional Documents.** The Parties hereto will endeavor at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as reasonably determined by both Parties may be required to carry out the intent of this Agreement, and to transfer and vest title to the School Site Property, and to protect the right, title and interest in and enjoyment of the Property assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.
- 5.6. **Assignment.** Neither Buyer nor Seller shall not assign any right or delegate any obligation arising hereunder without the prior written consent of the other Party.
- 5.7. **Governing Law.** This Agreement shall be enforced in accordance with and governed by the laws of the State of Nebraska.
- 5.8. **Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be

inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

- 5.9. **Waiver.** By written notice to the other Party, either Party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other Party under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other Party contained in this Agreement; or (d) waive performance of any obligation of the other Party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any Party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving Party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.
- 5.10. **Risk of Loss.** This Agreement shall not be deemed to convey title to the School Site Property to Buyer. Any risk of loss to the School Site Property shall be borne by Seller until title is conveyed to Buyer.
- 5.11. **Incorporation of Exhibits.** All exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.
- 5.12. **Non-Merger.** This Agreement shall survive Closing and shall not be deemed to be merged into any document delivered at Closing. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. Buyer may not assign this Agreement without the prior written consent of the other party. Time is of the essence for purposes of this Agreement.

SELLER:

GDR, L.L.C., a Nebraska limited liability company,

By: _____
Gene Graves, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2015, by _____, member of GDR,
L.L.C., on behalf of the limited liability company.

Notary Public

BUYER:

Sarpy County School District 77-0046,

By: _____
Lori Bartels
President of the Board of Education
Springfield Platteview Community Schools

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Lori Bartels, President of the Board of Education of Sarpy County School District 77-0046, commonly known as Springfield Platteview Community Schools, on behalf of the school district.

Notary Public

EXHIBIT "A"
MAP AND LEGAL DESCRIPTION OF ENTIRE TRACT
(Page 1 of 2)
Map

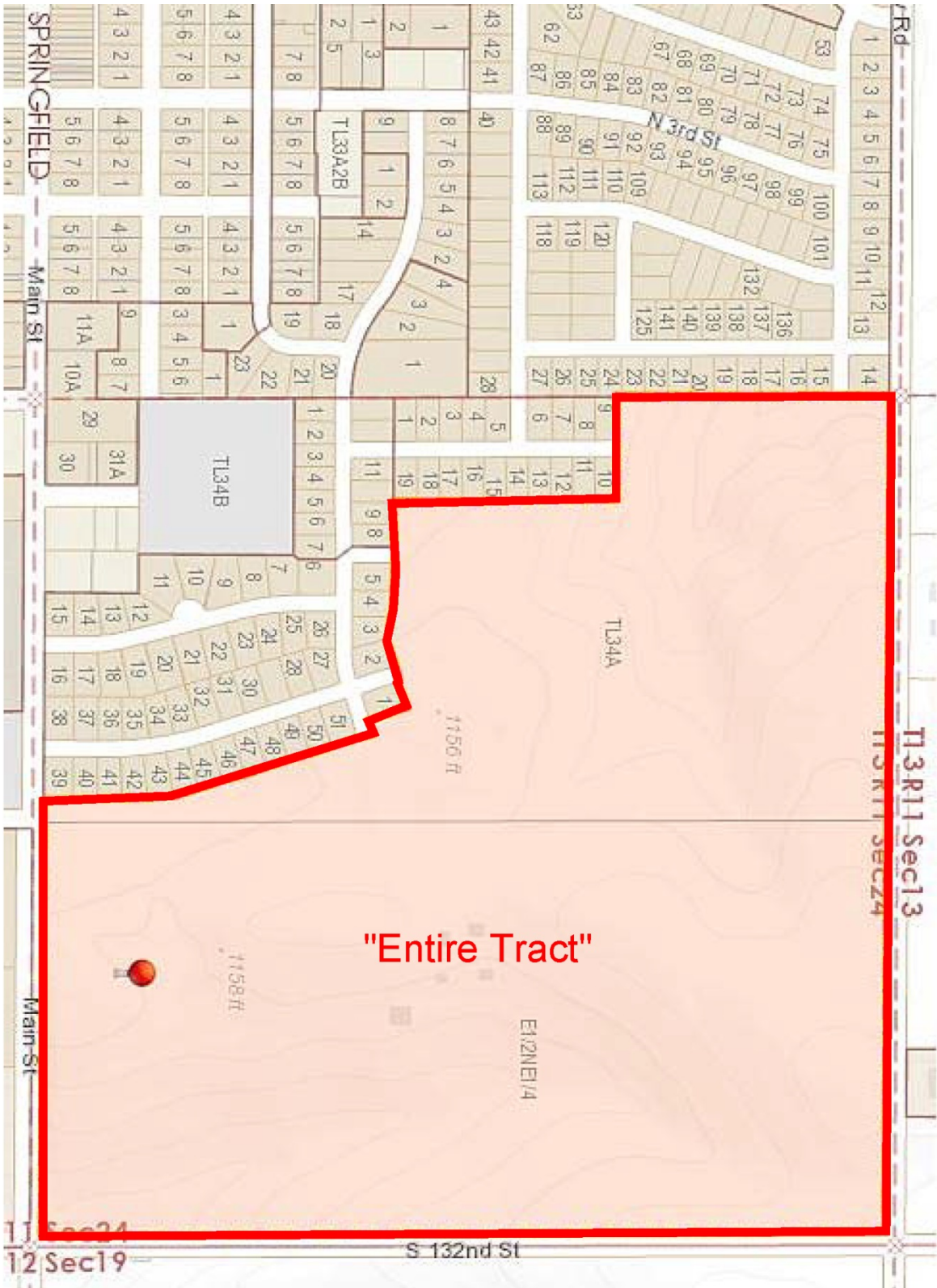


EXHIBIT "A"
MAP AND LEGAL DESCRIPTION OF ENTIRE TRACT
(Page 2 of 2)
Legal Description

[Legal description of the Entire Tract to be inserted by amendment or addendum when available.]

EXHIBIT "B"
DEVELOPMENT PROPERTY

Preliminary Plat and Final Plat, Lots 1 through 286, inclusive, and Outlots A through I, inclusive, Springfield Pines, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT "C"
LEGAL DESCRIPTION OF THE SCHOOL SITE PROPERTY

[Legal description of the School Site Property to be inserted by amendment or addendum when available.]

EXHIBIT "D"
Form of Warranty Deed

GDR, L.L.C., GRANTOR, for _____ Dollars (\$_____) and other good and valuable consideration, receipt of which is hereby acknowledged by GRANTOR, hereby conveys to Sarpy County School District 77-0046, commonly known as Springfield Platteview Community Schools, GRANTEE, the following described real estate (as defined in NEB. REV. STAT. § 76-201):

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) Is lawfully seized as such real estate and that it is free from encumbrances, except easements, covenants and restrictions of record;
- (2) Has legal power and authority to convey the same; and
- (3) Warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: _____, 2016

GRANTOR: GDR, LLC

By: _____

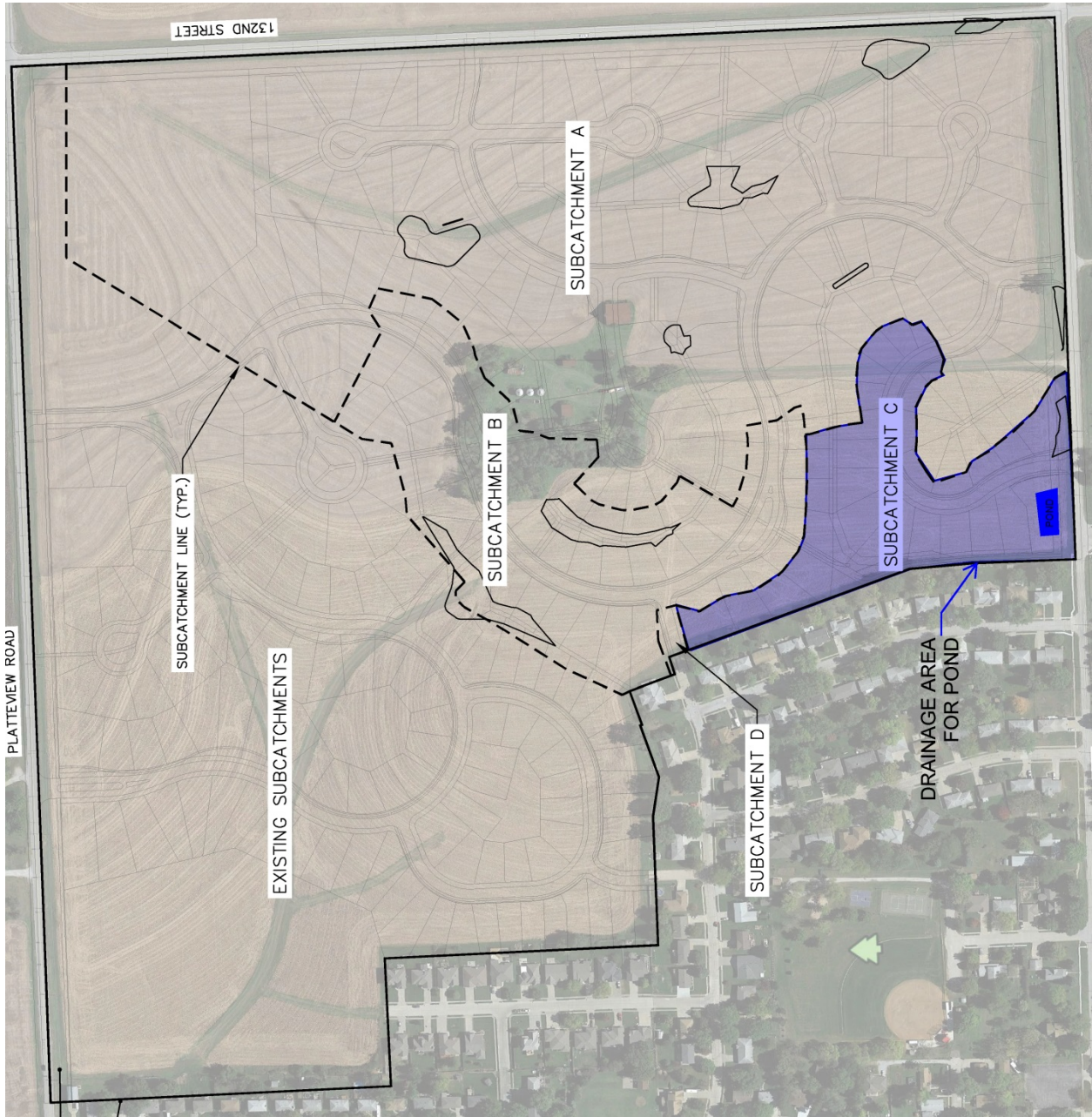
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on _____, 2016, by _____.

Notary Public

EXHIBIT "E"

Stormwater Detention Facility – General Location



AGREEMENT

Between

The SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
SARPY COUNTY, NEBRASKA
BOARD OF EDUCATION

And

The SPRINGFIELD PLATTEVIEW
EDUCATION ASSOCIATION

School Years

2016-17

2017-18

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO this 14th day of March, 2016, by and between the Board of Education of the Springfield Platteview Community Schools in the county of Sarpy, in the State of Nebraska (hereinafter referred to as the "Board" or "District" as the context may require) and the Springfield Platteview Education Association (hereinafter referred to as the "Association"). ADOPTED 1996. Modified for 2016-17.

GENERAL PURPOSE

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of Springfield Platteview Community Schools is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. ADOPTED 1996.

NEGOTIATIONS PROCEDURES

The two parties to this Agreement believe the following procedures are necessary for good faith bargaining to occur:

Each party will name a negotiations team and indicate a spokesperson, such information to be given to the other party prior to the first session.

Either party may request bargaining to be opened by contacting the President or spokesperson of the other party.

Meeting dates and times will be scheduled by mutual consent of the two parties.

Facts, opinions, proposals and counterproposals will be freely discussed in good faith during the meetings.

All parties shall treat each other professionally and respectfully during discussions and shall give due consideration to all proposals.

Negotiations between the Board and Association teams shall begin on or before November 1 of the year preceding the contract year in question. Modified for 2012-13.

Final agreements shall be reduced to writing and signed by both parties.
ADOPTED 1997.

ARTICLE I

Negotiating Agent

The Board of Education agrees that the Springfield Platteview Education Association is the sole and exclusive negotiating agent for the district's certified staff. Modified for 2016-17.

ARTICLE II

Teachers Rights

- A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska Law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The Board will not discriminate against any teacher with respects to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this agreement. ADOPTED 1997.

ARTICLE III

Associations Rights

The Springfield Platteview Education Association shall have the right to use the interschool mail system, so long as such use does not interfere with the normal operation of the system.

The Springfield Platteview Education Association shall have the right to use the District's computers, printers, network, e-mail, etc. for Association activities, so long as such use does not interfere with the District's use of the above mentioned. Should, in the opinion of the District Administration, the Association use become excessive, the Association will enter into a discussion with the Superintendent to determine a more suitable level of usage. ADOPTED 2005

ARTICLE IV

Salaries

- A. Salary Schedule

The salary schedule is shown in Appendix A and B for the 2016-17 and 2017-18 school years.

- B. Initial Placement

1. Teachers beginning service to the district on or after August 1, 2008 will receive credit for all years of professional service they have completed prior to joining Springfield Platteview Community Schools.

For a historical record of placement procedures, it is agreed to furnish the following details:

Prior to August 1 1992: Teachers were allowed one year experience for every year taught up to the seventh step. Teachers with experience, but without professional educational experience within the last five years were allowed one year of experience for every two years taught up to the seventh step.

From August 1 1992 to July 31. 2002: Teachers were allowed one year of experience for each year taught. Teachers with experience, but without professional educational experience within the last five years were allowed one year of experience for every two years taught.

From August 1. 2002 to July 31 2008: Teachers had 2 years of experience deducted on their placement on the salary schedule. Adopted for 2006-07.

The changed schedule is reflected in Appendix A and B. Adopted for 2003-04. Modified for 2006-07.

No teacher will receive credit for the 1991-92 school year. Adopted 1992. Modified 2008-09.

Each step will represent 1 year of experience. Each column will represent 9 hours of additional, acceptable education (see Article IV, Section D. Horizontal Movement). No person covered by this negotiated agreement will advance beyond the BA+36/MA column until they receive their Master's degree, except as provided in Article IV, Section D.

Each column will be 3% greater than the preceding column.

Each step will be 5% greater than the preceding step.

The columns in the salary schedule will include the columns listed below and the number of steps in each column as shown. Column I (MA+36) shall continue beyond the fifteenth step as per Article IV, E. (Longevity Increment) of this contract.

Column Name	Number of Steps
A (BA)	5
B (BA+9)	7
C (BA+18)	9
D (BA+27)	10
E (BA+36/MA)	13
F (MA+9)	14
G (MA+18)	15
H (MA+27)	15
I (MA+36)	15

The salary schedule is shown in Appendix A and B. Modified for 2016-17 and 2017-18.

2. Teachers Returning to Springfield Platteview Community Schools, AFTER accepting the Early Separation Agreement provisions. Adopted for 2005-06.

Teachers returning to the District after accepting the provisions of the Early Separation Plan, shall be placed as any other teacher in the District EXCEPT:

- a. Any monies owed to the returning teacher under the Early Separation Agreement shall cease **UNTIL** they leave the District's employment. The payment(s) will then resume, unchanged, until the District's obligations are met under the provisions of the Early Separation Agreement. (Example: If a teacher rejoins the District for the 2004-05 school year, the payment they would have received on September 20, 2004 will be withheld, until they leave the District employment. See Voluntary Separation Plan policy. Adopted for 2004-05.
- b. The returning teacher, having previously accepted the terms of the Early Separation Agreement, shall not be placed beyond Step 15 in the MA+36 column (if eligible) and they shall not be able to move beyond Step 15 in the MA+36 column at any time in the future. Adopted for 2004-05.

C. Base Salary

For teachers holding a baccalaureate degree, the beginning base salary will be \$33,475 for the 2016-17 school year and \$33,975 for the 2017-18 school year. Modified for 2016-17 and 2017-18.

D. Horizontal Movement

Hours earned to advance on the salary schedule must be graduate hours leading toward an advanced degree in education, or graduate hours relating to the teaching processes, or graduate hours relating to the teaching field, or any graduate hours that have prior approval of the Superintendent. To advance on the salary schedule, the teacher must (1) provide notice to the superintendent no later than July 1st prior to the year of advancement of his or her intention to obtain hours that will lead to horizontal advancement on the salary schedule, and (2) have official transcripts on file in the superintendent's office no later than October 1st of that school year.

Graduate hours taken before a teacher completes an undergraduate degree program will not be counted beyond that degree, UNLESS the graduate hours are part of a program for an advanced degree accepted by an accredited institution granting an advanced degree. Adopted 2003-04. Modified 2012-13.

E. Longevity Increment

A longevity increment of 3% will be added to the index of employees who have exhausted all means of horizontal and vertical movement on the salary schedule and have remained on this last step of the MA+36 column for five years. This increment will be given every five years of non movement (Explanation: 6th, 11th, 16th, 21st years of non movement in MA+36.). Modified 1998.

F. Extra Duty

Those who are assigned to extracurricular duties identified on the Extra Duty Schedule shall be compensated pursuant to Appendix C and D, and entitled Extra Duty Schedule. Modified for 2012-13.

Splitting or sharing an extra duty assignment is allowed only if it is (1) reduced to a written agreement with the duties and responsibilities of each person clearly enumerated, (2) signed by both parties (3) approved by the Athletic Director and (4) approved by the Association Extra Duty committee. The agreement and approval is valid for only one (1) year. Added for 2001-02.

The board retains the right to assign teachers to positions and create or add additional positions to the Extra Duty Schedule, provided that the parties must negotiate and agree to the amount of compensation that will be paid for such positions. Added for 2012-13.

G. Extended Contract Days

The Board retains the right to assign extended contract days to teachers. Teachers will be paid at their daily rate of pay (teacher's salary/number of days in contract) for any assignment not covered by the Extra Duty Schedule (Appendix C and D) or their regular teaching contract. Added for 2012-13.

H. Work Outside a Teacher's Normal Duties

With prior administrative approval, those teachers agreeing to teach classes, to work on curriculum, to serve on assessment teams, to participate in professional development classes, or to work on school improvement tasks outside their normal duties will be compensated at the rate of \$25.00 per hour. The teachers will be required to submit a time sheet indicating the hours worked and the number of hours worked. The payment will be included in the teacher's monthly paycheck as soon as is practical. Added for 2003-04. Modified 2008-09.

ARTICLE V

Terms of Employment

A. Normal Work Day

The board has determined the number of hours in a typical work day in Policy No. 4004 which, as of the date of this Agreement, reads as follows: "While the typical work day is at least 15 minutes prior to the start of the school day and concluded 15 minutes after the end of the school day, there will be times when professional responsibilities (i.e. meetings, planning, and student tutoring) require work beyond that time period." This policy shall remain unchanged and in full force and effect for the 2016-17 and 2017-18 school years. At the conclusion of the 2017-18 school year, the Board shall retain the right to change the number of hours in a typical work day in its sole discretion. Teachers shall receive an uninterrupted lunch period of not less than thirty minutes each school day, and no teacher shall be assigned teaching, supervisory, or other duties during such lunch period except as otherwise allowed by law. Modified 2016-17

B. Length of the Contract Year

The board has determined the number of days in a contract year in 2016-17 and 2017-18 will be 186 days. In the event that the board of education decides to amend or

to consider the number of days for the 2018-19 and following school years, the board of education will notify the Association no later than August 1st, 2018. Modified 2016-17.

The Board will determine the actual number of pupil/teacher contact days. Modified for 2007-08.

The Friday following the conference days will be a "comp day" for the teachers; i.e., they will be paid but not report to work to compensate for the extra hours during the two conference days. Modified for 2005-06

When a student/teacher contact day is cancelled resulting in less than 176 student/teacher contact days for the year, the Board may reschedule the student/teacher contact day or teacher work day. The rescheduled day will not be a Saturday or Sunday.

Vacation periods, in-service and workshop days will be arranged annually, prior to June 1, by the Superintendent. Prior to May 15 of each school year the Superintendent will provide the Association president with a copy of the proposed calendar for the following school year. The President will have fourteen (14) days to present the Association's comments or suggestions back to the Superintendent. This process is to improve communications only. The authority to determine the school calendar remains solely with the Board of Education.

C. Payment of Salary

The contract salary of a teacher is divided into twelve equal payments. Payments are made on the 20th of each month beginning in September and continuing through August. When the 20th falls on a Saturday, Sunday or holiday, and school is not in session, payment will be made on the last working day before the 20th.

D. Substitute Pay

In the secondary schools (Grades 7-12) the District will provide a payment of 25 percent of the full daily rate of substitute teacher pay to faculty members who are requested to supervise during their assigned planning period(s). In the elementary schools (Grades K-6), teachers will be paid 25 percent of the full daily rate of substitute pay for faculty members who are requested to supervise during their assigned planning time or to take another teacher's students while supervising/teaching the students previously assigned to them. Modified for 2012-13.

ARTICLE VI

Teacher Assignment

A teacher accepts the role of a professional which implies a more complete responsibility than the parameters established by specific assignments. Teachers are on duty for the entire period of the school day, except as provided by State and/or Federal law. Modified 2012-13.

The school district will provide certificated staff with adequate planning time as required by the district's accreditation through AdvancEd. Planning time will generally, but not necessarily, consist of a minimum of 45 minutes per student contact day unless a teacher has agreed to an additional assignment contract. The 15 minutes prior to the start of the school day and the 15 minutes after the end of the school day shall not be counted as part of the 45 minutes of planning time. Modified 2012-13

ARTICLE VII

Leaves

A. Sick Leave

Each teacher will be credited with ten (10) days sick leave per year without loss of pay. Teachers may accumulate up to 70 days of sick leave during the 2012-13 school year. Beginning with the 2013-14 school year, teachers may accumulate up to 60 days of sick leave. Teachers who have accumulated more than 60 days of sick leave prior to the 2013-14 school year and the number of days in excess of 60 that have been accumulated for each teacher are listed on Appendix E. Any teacher listed in Exhibit E who terminates employment with the school district for any reason and who has twenty (20) years of continuous service will receive a payment equal to one-half (1/2) the number of days listed in Appendix E times the then current rate of substitute pay. This payment will be made in the September 20 pay check following the conclusion of their teaching for the district. In this clause, "continuous" shall mean employment by the district for consecutive years. A first year teacher will be credited with five (5) days of sick leave during their first semester and an additional five (5) days during their second semester of service. The time granted under this leave may be used for personal illness or because of a serious health condition in the teacher's immediate family. "Serious health condition" is defined in Appendix F.

"Immediate family" is defined as: spouse, child, dependent, sibling, domestic partner, and parent. "Domestic partner" shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The ten days will be granted to the teacher at the beginning of each school year, even if the teacher begins the year on sick leave. Modified for 2012-13.

On the sixth consecutive contract day of absence, a doctor's statement may be required verifying illness or disability, and may also be required following each additional five consecutive contract days of absence. The teacher's doctor's statement is only required to indicate that in his/her professional opinion the teacher was unable to perform their duties, or the immediate family member needed care for a serious health condition.

For the care of a newly born child, a parent may use available sick leave or donated sick leave for up to six calendar weeks. A doctor's note will be required after that time to continue sick leave. A parent of a newly born child may use unpaid FMLA leave for up to 12 calendar weeks, however. Adopted 2010-2011.

Any teacher leaving the Springfield Platteview Community School District with twenty (20) years of continuous service will receive a payment equal to one half (1/2) the accumulated, unused sick leave days times (X) the current rate of substitute pay. This payment will be made in the September 20 pay check following the conclusion of their teaching for the district. In this clause, "continuous" shall mean employment by the district for consecutive years.

An approved leave of absence will not constitute a break in service. However, a leave of absence will not be counted for the required twenty years. A teacher exercising the Voluntary Separation option will be governed by Board policies. Modified for 2009-10.

A teacher may donate sick leave days from their accumulated sick leave to another teacher who has exhausted their accumulated sick leave and personal leave. A teacher may use no more than fifty (50) donated sick leave days per school year. Donated sick leave days may only be used for a serious health condition as that term is defined in Appendix F. The donation will be on a form provided by the administration, and delivered to the Superintendent's office. Modified for 2012-13.

B. Personal

Personal leave is for activities of an unusual nature that cannot be scheduled outside of the school day. Personal leave is not intended for vacation days and cannot be used to add on to existing breaks to prolong time off for this reason. Added 2016-17

Each teacher has two (2) personal days per year. Teachers may accumulate up to 4 personal days. Modified for 2012-13

Teachers must request a personal day in writing to the Principal. Requests must be given at least three (3) working days in advance of the leave day. Modified 2016-17 2017-18

Personal leave shall not exceed more than 2 teachers (3 at the high school) in any one building on any given day, unless there is an emergency situation approved by the building principal. Principals may decline request of personal day if a substitute is not available. Added 2016-17

Additionally, personal leave may not be used for any scheduled inservice day, prior to or following any legal holiday or during parent/ teacher conferences, the last week of the first semester or the last two weeks of the school year, except in cases of significant, unavoidable situations which will be determined on an individual basis by the building principal. Modified 2016-17 2017-18.

If the teacher does not use all of their personal leave, and is under contract for the entire school year, they will receive current substitute pay for each of the days not used. Personal days will be paid down to 2 days at the end of each school year, additional payout can be requested through the district office. The payment for unused personal leave will be made in the June 20th pay check. ADOPTED 1996. Modified for 2017-18 2018-19.

After using their personal days, a teacher is docked a day's pay. The dock will be prorated and deducted in equal installments from the remaining pay periods in the contract year. This paragraph does not provide the right to any unpaid leave. Adopted 2006-07; amended 2012-13.

C. Bereavement

Funeral or emergency leave will be granted a teacher as necessary. Such request will be addressed to the Principal and granted upon the discretionary judgment of the administration.

D. Professional Leave

Each teacher is eligible to receive unlimited paid professional leave with administrative

approval. This leave does not accumulate. Decisions for such leave are to be approved by the school administrator.

E. Association Leave

The Board will allow three days that can be used by (an) Association member(s) throughout the school year. Leave will be at the request of the President of the Association. The President will provide at least two school contract days' notice to the building Principal and Superintendent.

Association leave days do not accumulate and are used only if needed for Association business. Modified 1998.

F. Adoption Leave

A teacher who adopts a child is entitled to the same leave upon the same terms as a teacher who takes leave upon the birth of the teacher's child. The teacher's leave begins following the commencement of the parent-child relationship after the child is adopted. Modified 2012-13.

G. Extended Leave

Before February 15, any teacher upon application in writing to the Superintendent of Schools may be granted an extended leave of absence of a reasonable period not to exceed one year. A teacher on extended leave must notify the district before February 15 of his/her intent to return for the next year or not. Failure of the teacher to notify will be deemed to be a full resignation from the district. If a teacher wishes to continue insurance programs under such extended leave, arrangements for insurance coverage must be made with the Superintendent. Modified 2012-13.

ARTICLE VIII

Insurance Benefits

A. Health Insurance

Springfield Platteview Community Schools will provide each full time teacher with the full premium for the applicable Educators Health Alliance Group Blue Preferred, \$900 deductible (PPO) Health Insurance Plan as provided in Appendix G. In 2017-18, Springfield Platteview Community Schools will provide the same health insurance coverage plus any rate increase applied by the insurer. Modified for 2016-17 and 2017-18.

Springfield Platteview Community Schools will provide each full time teacher with a premium for employee dental coverage for the EHA Dental Plan, PPO – 80% A & B with 50% C coverage as provided in Appendix G. Teachers will be allowed to purchase additional dental coverage if desired. If a husband and wife both teach for the district, the district will pay for employee and children; employee and spouse; or employee, spouse and children dental coverage, whichever is applicable as provided in Appendix G. In 2017-18, Springfield Platteview Community Schools will provide the same dental insurance coverage plus any rate increase applied by the insurer. Adopted 2008-09; amended 2014-15. Modified for 2016-17 2017-18

If the Board desires to consider another health insurance provider, the Association will

Support and help the Board obtain staff medical history. Adopted 2010-11

B. Term Life Insurance

Springfield Platteview Community Schools will pay for each full time teacher the premium of a \$20,000 term life insurance policy. Teachers may purchase additional life insurance in increments of \$10,000 up to a maximum of \$200,000, and such payments may be deducted through payroll deduction. The Superintendent will consult the Association officers before awarding a contract to a company for this coverage.

C. Long Term Disability Insurance

Each teacher shall purchase his or her own long term disability insurance through a carrier chosen by the school district. Springfield Platteview Community Schools will increase each teacher's compensation by an amount equal to the premium for the disability insurance. The long term disability insurance coverage shall begin on the 46th calendar day of continuous absence from work because of illness or accident. The LTD insurance will provide an income at the rate of 66 percent of the teacher's salary. Benefits of such coverage will be payable to age 70. The Superintendent will consult the Association officers before awarding a contract to a company for this coverage.

Modified for 2012-13.

ARTICLE IX

Grievance Procedure

PROCEDURE TO RESOLVE GRIEVANCES

Problems should be resolved, whenever possible, before the filing of a grievance. The Board further encourages open communications between administrators and teachers so that resorting to the formal grievance procedure will not normally be necessary. The Board also encourages the informal resolution of disputes or complaints whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate methods of contract resolution. The purpose of this procedure is to promote a prompt and efficient procedure for the investigation and resolution of grievances. Modified 2003-04.

EFFECT OF RESORT TO OTHER PROCEDURES

If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in the judicial form, the Board or its designee shall be freed from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the Administration's response and recommendation shall not be an act or omission giving rise to a grievance under this procedure.

I. Definition of Terms as used herein:

A. Grievance: Any claim(s) by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of this agreement and any written reprimand issued to a teacher by the superintendent or his or her designee pursuant to state law.

B. Grievant: The term "grievant" shall mean a teacher or the Association who files a

grievance in accordance with all terms of this procedure. Modified 1998.

- C. Time Limits: All time limits shall refer to calendar days. The number of days indicated at each level should be considered a maximum and reasonable efforts shall be made at all levels to expedite the process. Failure by any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
- D. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives (up to 2), the grievant, and the grievant's designated representatives (up to 2). If the grievant chooses not to have an Association representative assist him/her, the Association (up to 2) shall have the right to be present and heard. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the Board shall be governed by the Open Meetings Act (Neb. Rev. Stat. § 84-1407 et seq.). Modified 1998.

II. Representation of Unit Member

The teacher association shall have the right to represent any Unit Member in grievances filed hereunder, provided Unit Members may represent themselves or be represented by legal counsel at their own expense.

III. Resolution of grievances can not violate the Negotiated Agreement

No resolution of a grievance shall be in any way inconsistent with the terms of the Agreement between the Board and the Education Association.

IV. Appearances of a Teacher in the Grievance Procedure

When a teacher participates in a grievance conference, meeting, or hearing, that teacher's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

Time spent in such activities outside normal working hours shall not be considered to be time worked.

V. Grievance - Forms - Procedures

All grievances and requests for review must be submitted within the time limits specified, and shall be signed by the grievant. The Principal, Superintendent, Board, or their respective designees may refuse consideration of any grievance not filed in accordance with this procedure.

Step 1: All grievances shall be filed with the Superintendent and the appropriate principal within thirty (30) calendar days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known of the grievance, or an informal attempt to resolve the grievance has failed.

The Principal or his/her designee shall conduct a Step 1 meeting with the grievant and the grievant's designated representative(s), if any, no sooner than seven (7) calendar days and no later than fourteen (14) calendar days following the receipt of the written

grievance.

At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance. The Principal or his/her designee shall issue a written decision, stating the reasons therefore, within ten (10) calendar days following the conclusion of the meeting. In the event that the decision at Step 1 refers to documents, copies of such documents shall be attached to the decision.

Step 2: If the grievance is not resolved at Step 1, the grievant may appeal the grievance to the Superintendent or his/her official designee within ten (10) days of receipt of the answer in Step 1. The Superintendent shall arrange for a hearing with the grievant, to take place within five (5) days of his receipt of the letter. Each party shall have the right to include in his representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The Superintendent will have ten (10) days from the date of the hearing to provide the grievant and the president of the local Association his/her written decision.

VI. Board of Education Review

If the grievance is not satisfactorily resolved at Step 2, the grievant may file a written request for review, with the Board or its designee, within seven (7) calendar days following receipt of the Step 2 decision. The Board or its designee and the grievant and/or his/her representative(s) shall schedule a conference within thirty (30) calendar days, following receipt of the request for review. The Board or its designee shall issue, to the grievant and the Association, a written decision stating the reasons therefore within twenty-one (21) calendar days following the conclusion of the review conference. If the grievant or the Board of Education is not satisfied after the Board of Education Review, either party may carry the grievance to District Court. Modified 2003-04

VII. Miscellaneous Provisions of the Grievance Procedure

The following miscellaneous provisions apply to the Grievance Procedure:

- A. Extensions of the Time Limits: All time limits contained in this article may be extended by mutual written agreement of the Parties; except that the time limits for the initial filing of the grievance may be extended only by written agreement between the Principal, Superintendent, Board, or their respective designees and the grievant. Modified 2012-13.
- B. Notification: All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted delivery, returns receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of receipt shall be determinative. In the event that an action falls due on a Saturday, Sunday, or holiday, or any other day that the school is not open for business, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- C. Informal Grievance Resolution Does Not Constitute Precedent: No complaint informally resolved, or grievance resolved at Step 1, shall constitute a precedent for any purpose.
- D. Pending Grievance Shall Not Inhibit Board Action: The filing, processing or potential filing of any grievance under this article shall not operate to impede, preclude or delay the Board or its designees from taking the action complained

of in the grievance. Modified 2012-13.

- E. Withdrawal of a Grievance: An employee may withdraw their grievance at any level of the procedure, without fear of reprisal from any party. Where the Association feels that the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder of the procedure.

ARTICLE X

SECTION 125 FLEXIBLE BENEFITS PLAN

- A. The district shall provide the opportunity for a Section 125 Plan. This plan will let participants (employees) choose some or all of their benefits or let them pay for benefits with pretax dollars. The plan should include, but not be limited to: group insurance premiums not covered by the district, medical costs not paid by insurance and dependent care costs.
- B. This plan should be open to all employees of Springfield Platteview Community Schools.
- C. The district shall cover all administrative costs for this program.
- D. The program year will be from September 1 to August 31.
- E. An independent carrier should administer this program to insure the privacy of all employees who elect to participate.

ARTICLE XI

Separability Clause

If any of this Agreement or an application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

ADOPTED 1996.

ARTICLE XII

Duration of Agreement

This document represents the generally understood and accepted items of agreement which have resulted from the negotiations between the Springfield Platteview Education Association and the Board of Education of Springfield Platteview Community Schools, Sarpy County, Nebraska, and is in effect for the 2016-17 and 2017-18 school years. Modified 2016-17 and 2017-18.

If a new and substitute contract has not been duly entered into prior to the end of the current school year, the terms of this contract shall remain in full force and effect, except any insurance coverage adjustments shall be effective as per the effective date of the new insurance contract. The terms of the new contract shall be retroactive to the beginning of the new school year. ADOPTED 1996.

ARTICLE XIII Entire Agreement

The parties mutually agree that this contract constitutes the entire agreement and understanding concerning all proper subjects of bargaining for the duration of the contract between the parties and supersedes all previous agreements. There are no oral agreements nor is the Agreement based upon any oral representation covering the subject matter of this Agreement. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties.

ARTICLE XIV

Document Authorization

In witness whereof the parties hereto have hereunder caused this instrument to be executed on this day and year, March 14, 2016.

Springfield Platteview
Education Association

Springfield Platteview Community Schools
Board of Education

By _____
Jerry Layher
Association President

By _____
Brian Osborn
Board of Education President

By _____
Teresa Starks
Association Chief Negotiator

By _____
Brian Wichman
Board of Education Chief Negotiator

Appendix "F"

1. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.

2. "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility or any subsequent treatment in connection with such inpatient care.

3. A serious health condition involving "continuing treatment by a health care provider" includes any one or more of the following:

(a) Incapacity and treatment A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. , physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term "extenuating circumstances" in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30- day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also §825. 120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a

health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Appendix "G"

Springfield Platteview Community Schools will provide each full time teacher with a premium for the EHA Group Preferred, \$900 deductible (PPO) Health Insurance Plan as follows in 2016-17 and any additional costs in 2017-18:

\$ 6,417.63	Employee
\$11,872.76	Employee and Child(ren)
\$13,476.97	Employee and Spouse
\$18,096.25	Employee, Spouse, and Child(ren)

Springfield Platteview will provide each full time teacher with a premium for employee dental coverage for the EHA Dental Plan, PPO – 80% A & B with 50% C coverage as follows in 2016-17 and any additional costs in 2017-18:

\$318.60	Employee
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Teachers will be allowed to purchase additional dental coverage if desired. If a husband and wife both teach for the district, the district will pay for employee and children; employee and spouse; or employee, spouse and children dental coverage, whichever is applicable, as follows in 2016-17 and any additional costs in 2017-18:

\$49.09	Employee and Child(ren)
\$55.73	Employee and Spouse
\$74.87	Employee, Spouse, and Child(ren)

AGREEMENT

Between
The SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
SARPY COUNTY, NEBRASKA
BOARD OF EDUCATION

And

The SPRINGFIELD PLATTEVIEW
EDUCATION ASSOCIATION

School Years

2016-17

2017-18

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO this 8th day of February, 2016, by and between the Board of Education of the Springfield Platteview Community Schools in the county of Sarpy, in the State of Nebraska (hereinafter referred to as the "Board" or "District" as the context may require) and the Springfield Platteview Education Association (hereinafter referred to as the "Association"). ADOPTED 1996. Modified for 2016-17.

GENERAL PURPOSE

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of Springfield Platteview Community Schools is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. ADOPTED 1996.

NEGOTIATIONS PROCEDURES

The two parties to this Agreement believe the following procedures are necessary for good faith bargaining to occur:

Each party will name a negotiations team and indicate a spokesperson, such information to be given to the other party prior to the first session.

Either party may request bargaining to be opened by contacting the President or spokesperson of the other party.

Meeting dates and times will be scheduled by mutual consent of the two parties.

Facts, opinions, proposals and counterproposals will be freely discussed in good faith during the meetings.

All parties shall treat each other professionally and respectfully during discussions and shall give due consideration to all proposals.

Negotiations between the Board and Association teams shall begin on or before November 1 of the year preceding the contract year in question. Modified for 2012-13.

Final agreements shall be reduced to writing and signed by both parties.
ADOPTED 1997.

ARTICLE I

Negotiating Agent

The Board of Education agrees that the Springfield Platteview Education Association is the sole and exclusive negotiating agent for the district's certified staff, provided that said Association continues to represent at least 51% of the certified staff by evidence of membership. It is understood that any articles in this agreement relate to certificated teachers (pre-school, classroom, and specialists), counselors, psychologists, media specialists, and speech pathologists employed by the school district. Modified for 2008-09.

ARTICLE II

Teachers Rights

- A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska Law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The Board will not discriminate against any teacher with respects to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this agreement. ADOPTED 1997.

ARTICLE III

Associations Rights

The Springfield Platteview Education Association shall have the right to use the interschool mail system, so long as such use does not interfere with the normal operation of the system.

The Springfield Platteview Education Association shall have the right to use the District's computers, printers, network, e-mail, etc. for Association activities, so long as such use does not interfere with the District's use of the above mentioned. Should, in the opinion of the District Administration, the Association use become excessive, the Association will enter into a discussion with the Superintendent to determine a more suitable level of usage. ADOPTED 2005

Payroll Deduction of Dues

The Board agrees to deduct from the salaries of the teachers dues for the Association as well as for the Nebraska State Education Association and the National Education Association or any one of a combination of such organizations as said teachers individually and voluntarily authorize the Board to deduct. The Board further agrees to remit promptly such monies to the treasurer of the Association. The Board agrees to deduct from the final paycheck of each teacher whatever amount is necessary to complete the annual obligation to the Association after receiving written consent from each affected teacher. The Association membership form which includes a Payroll Deduction Authorization shall constitute such written consent. This authorization shall be ongoing until written notification from the Association to the contrary is received by the District.
Modified for 2012-13.

ARTICLE IV

Salaries

A. Salary Schedule

The salary schedule is shown in Appendix A and B for the 2016-17 and 2017-18 school years.

B. Initial Placement

1. Teachers beginning service to the district on or after August 1, 2008 will receive credit for all years of professional service they have completed prior to joining Springfield Platteview Community Schools.

For a historical record of placement procedures, it is agreed to furnish the following details:

Prior to August 1 1992: Teachers were allowed one year experience for every year taught up to the seventh step. Teachers with experience, but without professional educational experience within the last five years were allowed one year of experience for every two years taught up to the seventh step.

From August 1 1992 to July 31. 2002: Teachers were allowed one year of experience for each year taught. Teachers with experience, but without professional educational experience within the last five years were allowed one year of experience for every two years taught.

From August 1. 2002 to July 31 2008: Teachers had 2 years of experience deducted on their placement on the salary schedule. Adopted for 2006-07.

The changed schedule is reflected in Appendix A and B. Adopted for 2003-04. Modified for 2006-07.

No teacher will receive credit for the 1991-92 school year. Adopted 1992. Modified 2008-09.

Each step will represent 1 year of experience. Each column will represent 9 hours of additional, acceptable education (see Article IV, Section D. Horizontal Movement). No person covered by this negotiated agreement will advance beyond the BA+36/MA column until they receive their Master's degree, except as provided in Article IV, Section D.

Each column will be 3% greater than the preceding column.

Each step will be 5% greater than the preceding step.

The columns in the salary schedule will include the columns listed below and the number of steps in each column as shown. Column I (MA+36) shall continue beyond the fifteenth step as per Article IV, E. (Longevity Increment) of this contract.

Column Name	Number of Steps
A (BA)	5
B (BA+9)	7
C (BA+18)	9
D (BA+27)	10
E (BA+36/MA)	13
F (MA+9)	14
G (MA+18)	15
H (MA+27)	15
I (MA+36)	15

The salary schedule is shown in Appendix A and B. Modified for 2016-17 and 2017-18.

2. Teachers Returning to Springfield Platteview Community Schools, AFTER accepting the Early Separation Agreement provisions. Adopted for 2005-06.

Teachers returning to the District after accepting the provisions of the Early Separation Plan, shall be placed as any other teacher in the District EXCEPT:

- a. Any monies owed to the returning teacher under the Early Separation Agreement shall cease **UNTIL** they leave the District's employment. The payment(s) will then resume, unchanged, until the District's obligations are met under the provisions of the Early Separation Agreement. (Example: If a teacher rejoins the District for the 2004-05 school year, the payment they would have received on September 20, 2004 will be withheld, until they leave the District employment. See Voluntary Separation Plan policy. Adopted for 2004-05.
- b. The returning teacher, having previously accepted the terms of the Early Separation Agreement, shall not be placed beyond Step 15 in the MA+36 column (if eligible) and they shall not be able to move beyond Step 15 in the MA+36 column at any time in the future. Adopted for 2004-05.

C. Base Salary

For teachers holding a baccalaureate degree, the beginning base salary will be \$33,475 for the 2016-17 school year and \$33,975 for the 2017-18 school year. Modified for 2016-17 and 2017-18.

D. Horizontal Movement

Hours earned to advance on the salary schedule must be graduate hours leading toward an advanced degree in education, or graduate hours relating to the teaching processes, or graduate hours relating to the teaching field, or any graduate hours that have prior approval of the Superintendent. To advance on the salary schedule, the teacher must (1) provide notice to the superintendent no later than July 1st prior to the year of advancement of his or her intention to obtain hours that will lead to horizontal advancement on the salary schedule, and (2) have official transcripts on file in the superintendent's office no later than October 1st of that school year.

Graduate hours taken before a teacher completes an undergraduate degree program will not be counted beyond that degree, UNLESS the graduate hours are part of a program for an advanced degree accepted by an accredited institution granting an advanced degree. Adopted 2003-04. Modified 2012-13.

E. Longevity Increment

A longevity increment of 3% will be added to the index of employees who have exhausted all means of horizontal and vertical movement on the salary schedule and have remained on this last step of the MA+36 column for five years. This increment will be given every five years of non movement (Explanation: 6th, 11th, 16th, 21st years of non movement in MA+36.). Modified 1998.

F. Extra Duty

Those who are assigned to extracurricular duties identified on the Extra Duty Schedule shall be compensated pursuant to Appendix C and D, and entitled Extra Duty Schedule. Modified for 2012-13.

Splitting or sharing an extra duty assignment is allowed only if it is (1) reduced to a written agreement with the duties and responsibilities of each person clearly enumerated, (2) signed by both parties (3) approved by the Athletic Director and (4) approved by the Association Extra Duty committee. The agreement and approval is valid for only one (1) year. Added for 2001-02.

The board retains the right to assign teachers to positions and create or add additional positions to the Extra Duty Schedule, provided that the parties must negotiate and agree to the amount of compensation that will be paid for such positions. Added for 2012-13.

G. Extended Contract Days

The Board retains the right to assign extended contract days to teachers. Teachers will be paid at their daily rate of pay (teacher's salary/number of days in contract) for any assignment not covered by the Extra Duty Schedule (Appendix C and D) or their regular teaching contract. Added for 2012-13.

H. Work Outside a Teacher's Normal Duties

With prior administrative approval, those teachers agreeing to teach classes, to work on curriculum, to serve on assessment teams, to participate in professional development classes, or to work on school improvement tasks outside their normal duties will be compensated at the rate of \$25.00 per hour. The teachers will be required to submit a time sheet indicating the hours worked and the number of hours worked. The payment will be included in the teacher's monthly paycheck as soon as is practical. Added for 2003-04. Modified 2008-09.

ARTICLE V

Terms of Employment

A. Normal Work Day

The board has determined the number of hours in a typical work day in Policy No. 4004 which, as of the date of this Agreement, reads as follows: "While the typical work day is at least 15 minutes prior to the start of the school day and concluded 15 minutes after the end of the school day, there will be times when professional responsibilities (i.e. meetings, planning, and student tutoring) require work beyond that time period." This policy shall remain unchanged and in full force and effect for the 2016-17 and 2017-18 school years. At the conclusion of the 2017-18 school year, the Board shall retain the right to change the number of hours in a typical work day in its sole discretion. Teachers shall receive an uninterrupted lunch period of not less than thirty minutes each school day, and no teacher shall be assigned teaching, supervisory, or other duties during such lunch period except as otherwise allowed by law. Modified 2016-17

B. Length of the Contract Year

The board has determined the number of days in a contract year in 2016-17 and 2017-18 will be 186 days. In the event that the board of education decides to amend or

to consider the number of days for the 2018-19 and following school years, the board of education will notify the Association no later than August 1st, 2018. Modified 2016-17.

The Board will determine the actual number of pupil/teacher contact days. Modified for 2007-08.

The Friday following the conference days will be a "comp day" for the teachers; i.e., they will be paid but not report to work to compensate for the extra hours during the two conference days. Modified for 2005-06

When a student/teacher contact day is cancelled resulting in less than 176 student/teacher contact days for the year, the Board may reschedule the student/teacher contact day or teacher work day. The rescheduled day will not be a Saturday or Sunday.

Vacation periods, in-service and workshop days will be arranged annually, prior to June 1, by the Superintendent. Prior to May 15 of each school year the Superintendent will provide the Association president with a copy of the proposed calendar for the following school year. The President will have fourteen (14) days to present the Association's comments or suggestions back to the Superintendent. This process is to improve communications only. The authority to determine the school calendar remains solely with the Board of Education.

C. Payment of Salary

The contract salary of a teacher is divided into twelve equal payments. Payments are made on the 20th of each month beginning in September and continuing through August. When the 20th falls on a Saturday, Sunday or holiday, and school is not in session, payment will be made on the last working day before the 20th.

D. Substitute Pay

In the secondary schools (Grades 7-12) the District will provide a payment of 25 percent of the full daily rate of substitute teacher pay to faculty members who are requested to supervise during their assigned planning period(s). In the elementary schools (Grades K-6), teachers will be paid 25 percent of the full daily rate of substitute pay for faculty members who are requested to supervise during their assigned planning time or to take another teacher's students while supervising/teaching the students previously assigned to them. Modified for 2012-13.

ARTICLE VI

Teacher Assignment

A teacher accepts the role of a professional which implies a more complete responsibility than the parameters established by specific assignments. Teachers are on duty for the entire period of the school day, except as provided by State and/or Federal law. Modified 2012-13.

The school district will provide certificated staff with adequate planning time as required by the district's accreditation through AdvancEd. Planning time will generally, but not necessarily, consist of a minimum of 45 minutes per student contact day unless a teacher has agreed to an additional assignment contract. The 15 minutes prior to the start of the school day and the 15 minutes after the end of the school day shall not be counted as part of the 45 minutes of planning time. Modified 2012-13

ARTICLE VII

Leaves

A. Sick Leave

Each teacher will be credited with ten (10) days sick leave per year without loss of pay. Teachers may accumulate up to 70 days of sick leave during the 2012-13 school year. Beginning with the 2013-14 school year, teachers may accumulate up to 60 days of sick leave. Teachers who have accumulated more than 60 days of sick leave prior to the 2013-14 school year and the number of days in excess of 60 that have been accumulated for each teacher are listed on Appendix E. Any teacher listed in Exhibit E who terminates employment with the school district for any reason and who has twenty (20) years of continuous service will receive a payment equal to one-half (1/2) the number of days listed in Appendix E times the then current rate of substitute pay. This payment will be made in the September 20 pay check following the conclusion of their teaching for the district. In this clause, "continuous" shall mean employment by the district for consecutive years. A first year teacher will be credited with five (5) days of sick leave during their first semester and an additional five (5) days during their second semester of service. The time granted under this leave may be used for personal illness or because of a serious health condition in the teacher's immediate family. "Serious health condition" is defined in Appendix F.

"Immediate family" is defined as: spouse, child, dependent, sibling, domestic partner, and parent. "Domestic partner" shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The ten days will be granted to the teacher at the beginning of each school year, even if the teacher begins the year on sick leave. Modified for 2012-13.

On the sixth consecutive contract day of absence, a doctor's statement may be required verifying illness or disability, and may also be required following each additional five consecutive contract days of absence. The teacher's doctor's statement is only required to indicate that in his/her professional opinion the teacher was unable to perform their duties, or the immediate family member needed care for a serious health condition.

For the care of a newly born child, a parent may use available sick leave or donated sick leave for up to six calendar weeks. A doctor's note will be required after that time to continue sick leave. A parent of a newly born child may use unpaid FMLA leave for up to 12 calendar weeks, however. Adopted 2010-2011.

Any teacher leaving the Springfield Platteview Community School District with twenty (20) years of continuous service will receive a payment equal to one half (1/2) the accumulated, unused sick leave days times (X) the current rate of substitute pay. This payment will be made in the September 20 pay check following the conclusion of their teaching for the district. In this clause, "continuous" shall mean employment by the district for consecutive years.

An approved leave of absence will not constitute a break in service. However, a leave of absence will not be counted for the required twenty years. A teacher exercising the Voluntary Separation option will be governed by Board policies. Modified for 2009-10.

A teacher may donate sick leave days from their accumulated sick leave to another teacher who has exhausted their accumulated sick leave and personal leave. A teacher may use no more than fifty (50) donated sick leave days per school year. Donated sick leave days may only be used for a serious health condition as that term is defined in Appendix F. The donation will be on a form provided by the administration, and delivered to the Superintendent's office. Modified for 2012-13.

B. Personal

Personal leave is for activities of an unusual nature that cannot be scheduled outside of the school day. Personal leave is not intended for vacation days and cannot be used to add on to existing breaks to prolong time off for this reason. Added 2016-17

Each teacher has two (2) personal days per year. Teachers may accumulate up to 4 personal days. Modified for 2012-13

Teachers must request a personal day in writing to the Principal. Requests must be given at least three (3) working days in advance of the leave day. Modified 2016-17 2017-18

Personal leave shall not exceed more than 2 teachers (3 at the high school) in any one building on any given day, unless there is an emergency situation approved by the building principal. Principals may decline request of personal day if a substitute is not available. Added 2016-17

Additionally, personal leave may not be used for any scheduled inservice day, prior to or following any legal holiday or during parent/ teacher conferences, the last week of the first semester or the last two weeks of the school year, except in cases of significant, unavoidable situations which will be determined on an individual basis by the building principal. Modified 2016-17 2017-18.

If the teacher does not use all of their personal leave, and is under contract for the entire school year, they will receive current substitute pay for each of the days not used. Personal days will be paid down to 2 days at the end of each school year, additional payout can be requested through the district office. The payment for unused personal leave will be made in the June 20th pay check. ADOPTED 1996. Modified for 2017-18 2018-19.

After using their personal days, a teacher is docked a day's pay. The dock will be prorated and deducted in equal installments from the remaining pay periods in the contract year. This paragraph does not provide the right to any unpaid leave. Adopted 2006-07; amended 2012-13.

C. Bereavement

Funeral or emergency leave will be granted a teacher as necessary. Such request will be addressed to the Principal and granted upon the discretionary judgment of the administration.

D. Professional Leave

Each teacher is eligible to receive unlimited paid professional leave with administrative

approval. This leave does not accumulate. Decisions for such leave are to be approved by the school administrator.

E. Association Leave

The Board will allow three days that can be used by (an) Association member(s) throughout the school year. Leave will be at the request of the President of the Association. The President will provide at least two school contract days' notice to the building Principal and Superintendent.

Association leave days do not accumulate and are used only if needed for Association business. Modified 1998.

F. Adoption Leave

A teacher who adopts a child is entitled to the same leave upon the same terms as a teacher who takes leave upon the birth of the teacher's child. The teacher's leave begins following the commencement of the parent-child relationship after the child is adopted. Modified 2012-13.

G. Extended Leave

Before February 15, any teacher upon application in writing to the Superintendent of Schools may be granted an extended leave of absence of a reasonable period not to exceed one year. A teacher on extended leave must notify the district before February 15 of his/her intent to return for the next year or not. Failure of the teacher to notify will be deemed to be a full resignation from the district. If a teacher wishes to continue insurance programs under such extended leave, arrangements for insurance coverage must be made with the Superintendent. Modified 2012-13.

ARTICLE VIII

Insurance Benefits

A. Health Insurance

Springfield Platteview Community Schools will provide each full time teacher with the full premium for the applicable Educators Health Alliance Group Blue Preferred, \$900 deductible (PPO) Health Insurance Plan as provided in Appendix G. In 2017-18, Springfield Platteview Community Schools will provide the same health insurance coverage plus any rate increase applied by the insurer. Modified for 2016-17 and 2017-18.

Springfield Platteview Community Schools will provide each full time teacher with a premium for employee dental coverage for the EHA Dental Plan, PPO – 80% A & B with 50% C coverage as provided in Appendix G. Teachers will be allowed to purchase additional dental coverage if desired. If a husband and wife both teach for the district, the district will pay for employee and children; employee and spouse; or employee, spouse and children dental coverage, whichever is applicable as provided in Appendix G. In 2017-18, Springfield Platteview Community Schools will provide the same dental insurance coverage plus any rate increase applied by the insurer. Adopted 2008-09; amended 2014-15. Modified for 2016-17 2017-18

If the Board desires to consider another health insurance provider, the Association will

Support and help the Board obtain staff medical history. Adopted 2010-11

B. Term Life Insurance

Springfield Platteview Community Schools will pay for each full time teacher the premium of a \$20,000 term life insurance policy. Teachers may purchase additional life insurance in increments of \$10,000 up to a maximum of \$200,000, and such payments may be deducted through payroll deduction. The Superintendent will consult the Association officers before awarding a contract to a company for this coverage.

C. Long Term Disability Insurance

Each teacher shall purchase his or her own long term disability insurance through a carrier chosen by the school district. Springfield Platteview Community Schools will increase each teacher's compensation by an amount equal to the premium for the disability insurance. The long term disability insurance coverage shall begin on the 46th calendar day of continuous absence from work because of illness or accident. The LTD insurance will provide an income at the rate of 66 percent of the teacher's salary. Benefits of such coverage will be payable to age 70. The Superintendent will consult the Association officers before awarding a contract to a company for this coverage.

Modified for 2012-13.

ARTICLE IX

Grievance Procedure

PROCEDURE TO RESOLVE GRIEVANCES

Problems should be resolved, whenever possible, before the filing of a grievance. The Board further encourages open communications between administrators and teachers so that resorting to the formal grievance procedure will not normally be necessary. The Board also encourages the informal resolution of disputes or complaints whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate methods of contract resolution. The purpose of this procedure is to promote a prompt and efficient procedure for the investigation and resolution of grievances. Modified 2003-04.

EFFECT OF RESORT TO OTHER PROCEDURES

If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in the judicial form, the Board or its designee shall be freed from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the Administration's response and recommendation shall not be an act or omission giving rise to a grievance under this procedure.

I. Definition of Terms as used herein:

A. Grievance: Any claim(s) by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of this agreement and any written reprimand issued to a teacher by the superintendent or his or her designee pursuant to state law.

B. Grievant: The term "grievant" shall mean a teacher or the Association who files a

grievance in accordance with all terms of this procedure. Modified 1998.

- C. Time Limits: All time limits shall refer to calendar days. The number of days indicated at each level should be considered a maximum and reasonable efforts shall be made at all levels to expedite the process. Failure by any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
- D. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives (up to 2), the grievant, and the grievant's designated representatives (up to 2). If the grievant chooses not to have an Association representative assist him/her, the Association (up to 2) shall have the right to be present and heard. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the Board shall be governed by the Open Meetings Act (Neb. Rev. Stat. § 84-1407 et seq.). Modified 1998.

II. Representation of Unit Member

The teacher association shall have the right to represent any Unit Member in grievances filed hereunder, provided Unit Members may represent themselves or be represented by legal counsel at their own expense.

III. Resolution of grievances can not violate the Negotiated Agreement

No resolution of a grievance shall be in any way inconsistent with the terms of the Agreement between the Board and the Education Association.

IV. Appearances of a Teacher in the Grievance Procedure

When a teacher participates in a grievance conference, meeting, or hearing, that teacher's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

Time spent in such activities outside normal working hours shall not be considered to be time worked.

V. Grievance - Forms - Procedures

All grievances and requests for review must be submitted within the time limits specified, and shall be signed by the grievant. The Principal, Superintendent, Board, or their respective designees may refuse consideration of any grievance not filed in accordance with this procedure.

Step 1: All grievances shall be filed with the Superintendent and the appropriate principal within thirty (30) calendar days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known of the grievance, or an informal attempt to resolve the grievance has failed.

The Principal or his/her designee shall conduct a Step 1 meeting with the grievant and the grievant's designated representative(s), if any, no sooner than seven (7) calendar days and no later than fourteen (14) calendar days following the receipt of the written

grievance.

At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance. The Principal or his/her designee shall issue a written decision, stating the reasons therefore, within ten (10) calendar days following the conclusion of the meeting. In the event that the decision at Step 1 refers to documents, copies of such documents shall be attached to the decision.

Step 2: If the grievance is not resolved at Step 1, the grievant may appeal the grievance to the Superintendent or his/her official designee within ten (10) days of receipt of the answer in Step 1. The Superintendent shall arrange for a hearing with the grievant, to take place within five (5) days of his receipt of the letter. Each party shall have the right to include in his representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The Superintendent will have ten (10) days from the date of the hearing to provide the grievant and the president of the local Association his/her written decision.

VI. Board of Education Review

If the grievance is not satisfactorily resolved at Step 2, the grievant may file a written request for review, with the Board or its designee, within seven (7) calendar days following receipt of the Step 2 decision. The Board or its designee and the grievant and/or his/her representative(s) shall schedule a conference within thirty (30) calendar days, following receipt of the request for review. The Board or its designee shall issue, to the grievant and the Association, a written decision stating the reasons therefore within twenty-one (21) calendar days following the conclusion of the review conference. If the grievant or the Board of Education is not satisfied after the Board of Education Review, either party may carry the grievance to District Court. Modified 2003-04

VII. Miscellaneous Provisions of the Grievance Procedure

The following miscellaneous provisions apply to the Grievance Procedure:

- A. Extensions of the Time Limits: All time limits contained in this article may be extended by mutual written agreement of the Parties; except that the time limits for the initial filing of the grievance may be extended only by written agreement between the Principal, Superintendent, Board, or their respective designees and the grievant. Modified 2012-13.
- B. Notification: All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted delivery, returns receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of receipt shall be determinative. In the event that an action falls due on a Saturday, Sunday, or holiday, or any other day that the school is not open for business, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- C. Informal Grievance Resolution Does Not Constitute Precedent: No complaint informally resolved, or grievance resolved at Step 1, shall constitute a precedent for any purpose.
- D. Pending Grievance Shall Not Inhibit Board Action: The filing, processing or potential filing of any grievance under this article shall not operate to impede, preclude or delay the Board or its designees from taking the action complained of in the grievance. Modified 2012-13.

- E. Withdrawal of a Grievance: An employee may withdraw their grievance at any level of the procedure, without fear of reprisal from any party. Where the Association feels that the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder of the procedure.

ARTICLE X

SECTION 125 FLEXIBLE BENEFITS PLAN

- A. The district shall provide the opportunity for a Section 125 Plan. This plan will let participants (employees) choose some or all of their benefits or let them pay for benefits with pretax dollars. The plan should include, but not be limited to: group insurance premiums not covered by the district, medical costs not paid by insurance and dependent care costs.
- B. This plan should be open to all employees of Springfield Platteview Community Schools.
- C. The district shall cover all administrative costs for this program.
- D. The program year will be from September 1 to August 31.
- E. An independent carrier should administer this program to insure the privacy of all employees who elect to participate.

ARTICLE XI

Separability Clause

If any of this Agreement or an application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

ADOPTED 1996.

ARTICLE XII

Duration of Agreement

This document represents the generally understood and accepted items of agreement which have resulted from the negotiations between the Springfield Platteview Education Association and the Board of Education of Springfield Platteview Community Schools, Sarpy County, Nebraska, and is in effect for the 2016-17 and 2017-18 school years. Modified 2016-17 and 2017-18.

If a new and substitute contract has not been duly entered into prior to the end of the current school year, the terms of this contract shall remain in full force and effect, except any insurance coverage adjustments shall be effective as per the effective date of the new insurance contract. The terms of the new contract shall be retroactive to the beginning of the new school year. ADOPTED 1996.

ARTICLE XIII Entire Agreement

The parties mutually agree that this contract constitutes the entire agreement and understanding concerning all proper subjects of bargaining for the duration of the contract between the parties and supersedes all previous agreements. There are no oral agreements nor is the Agreement based upon any oral representation covering the subject matter of this Agreement. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties.

ARTICLE XIV

Document Authorization

In witness whereof the parties hereto have hereunder caused this instrument to be executed on this day and year, February 8, 2016.

Springfield Platteview
Education Association

Springfield Platteview Community Schools
Board of Education

By _____
Jerry Layher
Association President

By _____
Brian Osborn
Board of Education President

By _____
Teresa Starks
Association Chief Negotiator

By _____
Brian Wichman
Board of Education Chief Negotiator

Appendix "F"

1. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.

2. "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility or any subsequent treatment in connection with such inpatient care.

3. A serious health condition involving "continuing treatment by a health care provider" includes any one or more of the following:

(a) Incapacity and treatment A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. , physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term "extenuating circumstances" in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30- day period, but the health care provider does not have any available appointments during that time period.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also §825. 120.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a

health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g. , asthma, diabetes, epilepsy, etc.).

(d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

Appendix "G"

Springfield Platteview Community Schools will provide each full time teacher with a premium for the EHA Group Preferred, \$900 deductible (PPO) Health Insurance Plan as follows in 2016-17 and any additional costs in 2017-18:

\$ 6,417.63	Employee
\$11,872.76	Employee and Child(ren)
\$13,476.97	Employee and Spouse
\$18,096.25	Employee, Spouse, and Child(ren)

Springfield Platteview will provide each full time teacher with a premium for employee dental coverage for the EHA Dental Plan, PPO – 80% A & B with 50% C coverage as follows in 2016-17 and any additional costs in 2017-18:

\$318.60	Employee
----------	----------

Teachers will be allowed to purchase additional dental coverage if desired. If a husband and wife both teach for the district, the district will pay for employee and children; employee and spouse; or employee, spouse and children dental coverage, whichever is applicable, as follows in 2016-17 and any additional costs in 2017-18:

\$49.09	Employee and Child(ren)
\$55.73	Employee and Spouse
\$74.87	Employee, Spouse, and Child(ren)

**Request For Proposal (RFP)
Information Packet
School Transportation Program
March 15, 2016**

Springfield Platteview Community Schools
14801 108th Street
Springfield, Nebraska

For Questions, Please Contact:
Brett Richards, Superintendent
(402)-592-1300

brichards@springfieldplatteview.org

RFP Information

1. **Proposal Procedure:** The completed RFP form must be sealed in an envelope, with the words “Transportation RFP” written on it. The envelopes must be delivered to the Office of the Superintendent, 14801 South 108th Street, Springfield, NE 68059 **prior to 3:00 p.m. on Friday, April 15, 2016.**
2. **Opening:** Proposals will be opened on April 15, 2016 at 3:00 p.m. in the Springfield Platteview Community Schools Central Office, Board Meeting Room, and they will be read aloud at that time.
3. **RFP Approval:** Each RFP should include at least three references and must have school district experience. A transportation company may be approved at the regular meeting of the Board of Education to be held at the Central Services Building, 14801 South 108th Street, at 7:00 p.m. on Monday, April 25, 2016. The Board reserves the right to reject any or all proposals.
5. **RFP Form:** The RFP Form is attached to this information sheet. Carriers should include an amount for 1) the base RFP; 2) Special Education A AND/OR B; 3) Activities A,C & D, OR B, C &D; 4) Annual Increase proposal; and 5) Interest in Renting Facilities. The proposals are explained on the RFP Form. Please call if you have any questions. Any proposals not submitted in these formats will be converted to these formats by the District.
6. **Term:** Subject to the School District’s right to cancel, the agreement shall be for a term of four (4) years and become effective on August 1, 2016, and shall remain effective until July 31, 2020.
7. **Agreement to Provide Transportation:** During the term of the Agreement, Carrier shall provide all vehicles, equipment, and personnel necessary to meet the District’s requirements for the transportation of its students on all routes, including special education routes, and in connection with school-related and extra-curricular activities. Carrier will also provide transportation in out-of-district routes if those become necessary. Additionally, Carrier shall provide all fuel for vehicles at the price ceiling listed below.
8. **Transportation Equipment:** Carrier shall provide all buses, vans and related equipment, which are necessary to provide transportation as described above. Additionally, carriers will have available spare buses, in a number that equals at least a 10% of the daily need. All buses used in connection with this RFP shall be of such capacity, not exceeding a rating of ninety (90) student passengers, as shall be necessary to meet the needs of the District. All vehicles will meet or exceed all state and federal statutes and Nebraska Department of Education standards. Carrier shall keep all buses in a clean and sanitary condition and shall provide all maintenance and repairs of all buses and equipment used in connection with the Agreement. All maintenance and repairs shall be performed in accordance with industry standards and in conformity with all applicable federal or state laws, local ordinances, and/or any rules or regulations. No buses will be used older than 10 years. The average age of the daily bus fleet will be no more than 6 years old. All buses and equipment shall be open to inspection by the District at all times.
9. **Cameras:** Carrier will provide digital video cameras on all buses/vehicles. Digital video cameras should be priced in the base and special education RFPs. Video equipment must be accessible and standard to bus transportation. Video must be stored for at least 15 days, and be available to school administrators on request. The parties agree to share data in a manner that safeguards the confidentiality of personally identifiable information in students’ education records as defined by the federal Family Education Rights and Privacy Act (FERPA) and any other applicable federal or state laws

and regulations. FERPA establishes restrictions on the disclosure and re-disclosure of personally identifiable information in students' education records without the written consent of the parent or eligible student.

10. Fuel: The fuel to run all vehicles shall be included with this RFP. The price ceiling for this contract will be set at one dollar and 75/100 (\$1.75) dollars per gallon minus federal tax. Any fuel costs, minus the federal tax, in excess of one and 75/100 (\$1.75) dollars shall be borne by the District. District shall have the option at any time during the term of purchasing the fuel necessary for the operation of the bus fleet, said cost for fuel purchased directly by the District to be deducted from any monthly payment from District to Carrier for service performed.

11. Performance Bond: Carrier specifically agrees to post a one hundred thousand dollar (\$100,000.00) performance bond as a primary guarantee of their ability to provide District transportation service; or an irrevocable letter of credit for one hundred thousand dollars (\$100,000.00) which includes performance bond type language, with the surety's liability to run for the yearly term of the contract.

12. Liability Insurance: Carrier agrees to furnish commercial general liability insurance, including premises or operations, contractual, and products or completed operations coverages with minimum bodily injury liability and damage liability coverage of \$1,000,000.00 per occurrence/\$5,000,000 in the aggregate and automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000.00 per occurrence/\$5,000,000 in the aggregate. The District shall be named in the policy as an additional insured. Such insurance shall provide protection for the District, its Board of Education and the individual members, the Carrier, drivers and other related personnel. A copy of the policy or binder shall be furnished to the District.

13. Worker's Compensation Insurance: Carrier agrees to purchase and maintain worker's compensation insurance on all individuals who may be employed by Carrier to perform work related to this agreement. A copy of the policy if insurance or, in lieu of, a certificate of insurance evidencing that such insurance is in full force and effect shall be furnished to the District.

14. Employees/Operators: Carrier agrees to hire and train such employees as may be necessary or appropriate to fulfill the terms of this agreement, state and federal laws, and the Nebraska Department of Education's Rules and Regulations. Carrier shall hire competent employees who are individuals of high moral and emotionally stable character. All individuals who are employed to operate vehicles providing student transportation shall be, and at all times remain, properly licensed, trained, and otherwise duly qualified as required by all applicable federal and state laws, Nebraska Department of Education rules, local ordinances, and/or any and all revised rules or regulations in the future. Carrier shall meet all federal and state requirements for drug and alcohol testing and shall require all individuals who are employed to operate vehicles providing student transportation to meet not less than twice nor more than five times each school year for the purposes of reviewing applicable busing regulations, laws, rules, and safety procedures. Background checks must be completed on all newly hired employees. Individuals who are employed to operate vehicles providing student transportation shall be responsible for discipline on the bus according to District policy. Student Management training will be provided by the Carrier at least annually for operators.

15. Operation:

a. Carrier agrees to accept full responsibility for the entire bus operation and expressly agrees that all services which are provided shall be provided in compliance with all applicable federal and state laws, local ordinances, and/or any rules or regulations. Further, in the provision of services

under this agreement, Carrier shall comply with all policies of the District and all reasonable directives of the Superintendent of Schools and/or his/her designee.

b. Carrier agrees to operate buses each and every day that school is in session over such routes as shall be established; provided, that the Superintendent may specifically waive operations during any particular days.

c. Carrier agrees to furnish buses for school activities in addition to those needed on regular routes whenever two (2) days notice has been given. The District agrees that spare buses may be used on routes, from time to time, to ensure compliance with this provision; however, all spare buses shall meet all requirements set forth in Section 7 above.

d. Carrier shall establish all routes and schedules in consultation with and subject to the review of the District. Upon approval by the District, all such routes and schedules shall become the official routes and schedules of the District. Carrier agrees to provide to the Superintendent or designee a complete list of students riding each route, showing the approximate times of loading for each student. Lists will be updated and delivered at the beginning of each semester.

e. Carrier will provide transportation needs for students living outside the school district boundaries to attend Springfield Platteview when required by law or the District. Any required trips in this category will be at a cost at most equal to the rate for activity trips or as negotiated.

16. Payment: Payments for the base proposal for contract transportation shall be made in nine equal monthly installments beginning in August for each school year for which transportation is provided. Such monthly installments shall be made no later than the Thursday after the monthly board meeting (2nd Monday). Payments for the following school years shall increase each preceding year's base proposal by a percentage listed on the RFP document. Special Education transportation, activity transportation, and any other costs should be invoiced monthly, and received by the district before the 3rd of the month.

17. Non-Assignable: It is mutually understood and agreed that no part of this agreement may be sublet or subcontracted by the Carrier, and that no assignment of this contract may be made without the express written approval of the District.

18. Independent Contractor Status: For all purposes under this agreement, the relationship between Carrier and the District shall be that of an independent contractor. Nothing in this agreement shall be construed to create an agency, employee/employer, partnership, or joint venture relationship between the parties. Individuals employed by the Carrier shall not be construed to be an employee of the District.

19. Cancellation: The agreement may be cancelled by District upon Carrier's failure to comply with any of the contract terms or conditions or upon the occurrence of any of the following events: insolvency of Carrier; Carrier making an assignment for the benefit of creditors; filing of a voluntary or involuntary petition in bankruptcy, by or against Carrier; and appointment of receiver to take charge of Carrier's affairs or property.

20. Performance Indemnification: Carrier hereby agrees to indemnify and hold the District, the Board of Education, and its officers, board members, employees, and agents harmless from and against any and all claims, liabilities, losses, damages, expenses, or costs of any name, nature, or description which arise, in whole or in part, directly or indirectly, out of or are in any way related to any breach of this agreement by Carrier, or the failure on the part of Carrier, its affiliates or subsidiaries or any of its or their respective officers, directors, shareholders, employees, or agents to perform or do any act or thing required to be done by Carrier.

21. Liability Indemnification and Duty to Defend: The District, or its authorized representatives, shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or injury that may happen as a result of the transportation service required by this contract. The Carrier shall assume all liability of every kind or nature arising from such transportation service

either by accident, negligence, theft, vandalism, or any cause whatever, and shall indemnify and defend the District or its authorized representatives from all liability of every kind and nature arising from accident, negligence, or any cause whatever that District may suffer.

22. Award of Contract: The District will evaluate proposals based on a number of factors including, but not limited to, cost, quality of past performance, quality of supervision, training procedures and practices, references, quality of buses, and experience. The District may award a contract on the basis of the proposal that, in the District’s sole and absolute judgment, will best serve the interests of the District.

23. Garaging/Parking: Proposals do not include use of any Springfield Platteview Community Schools facilities. If interested, and if available, Carrier may negotiate an additional rental agreement for the garaging or parking of the buses or vehicles on school district grounds.

24. Contract: The winning carrier is required to meet with the Superintendent within 10 days of approval and sign a contract for transportation services.

25. Current Transportation Needs (2015-16)

ROUTE	STOPS	MILES	HOURS
1	20	48	3
2	54	72	3
3	70	82	3
4	54	70	3.25
5	43	60	3
6	73	48	3.25
7	43	62	3
SPED 1	14	82	3.5
SPED 2	13	171	6.5
SPED 3	14	88	5
SPED 4	18	75	4.25
SPED 5	15	67	4.25

26. Contact With Bidders. The District reserves the right to conduct discussions with any or all Carriers for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.

27. Debarment. Submission of a proposal in response to this RFP is certification that you, your company, and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids or proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.

28. Rejection Bids and Waiver of Informalities. The District reserves the right (a) to terminate the RFP process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the District to be necessary for the successful performance of the contract. The District further reserves the right to cancel or amend the RFP at any time and will notify all recipients accordingly.

26. Questions: Please contact Brett Richards, Superintendent at 402-592-1300.

RFP Form

School Transportation Program

Springfield Platteview Community Schools

I am submitting a proposal for the school transportation needs as described in the RFP Information Sheet. I understand all of the terms of the needs and have had all questions answered.

Base RFP:

Amount: \$ _____ (For 2016-17 school year)

- The base proposal amount should equal the 2016-17 total costs for providing one (1) route bus per day.

Special Education RFP: (Complete A AND/OR B)

A. Small (Mini) Bus

Amount: \$ _____ (For 2016-17 school year)

- The small mini bus RFP (A) should equal total costs for providing one (1) mini-bus for special education routes per day.

AND/OR

B. Van

Amount: \$ _____ (For 2016-17 school year)

- The van RFP (B) should equal total costs for providing one (1) van for special education routes per day.

Please indicate what vehicles you would provide for special education routes?

Activities or Out of District Transportation RFP: (Complete all that apply)

A. Per Hour RFP

Amount: \$ _____ (For 2016-17 school year)

- The Per Hour RFP amount should equal the 2016-17 total costs for providing one (1) hour of bus transportation on an activity trip or out of district transportation trip.

B. Per Mile RFP

Amount: \$ _____ (For 2016-17 school year)

- The Per Mile RFP amount should equal the 2016-17 total costs for providing one (1) mile of bus transportation on an activity trip or out of district transportation trip.

C. Driver Sit Time Per Hour RFP

Amount: \$ _____ (For 2016-17 school year)

- The Driver Sit Time Per Hour RFP amount should equal the 2016-17 total costs for providing one (1) hour of sit/wait time for a driver while not driving during an activity trip or out of district transportation trip.

D. Minimum Trip Charge

Amount: \$ _____ (For 2016-17 school year)

- If there is a minimum trip charge for activity transportation, place the amount here. If no minimum trip charge will be billed, mark “NA.”

Annual Increase RFP

From 2016-17 to 2017-18 – Percentage Increase: _____ %

From 2017-18 to 2018-19 – Percentage Increase: _____ %

From 2018-19 to 2019-20 – Percentage Increase: _____ %

- The Annual Increase RFP percentage should equal the maximum the costs of this agreement will increase from year to year.

Interest in Facilities/Parking Rental

Indicate interest in renting district bus barn or space for parking buses:

____ Yes ____ No ____ Definitely need

Signature: _____

Company: _____

Print Name: _____

Address: _____

Phone: _____

Sealed RFPs, which includes this RFP form must be delivered to the Office of the Superintendent, 14801 South 108th Street, Springfield, NE 68059 **prior to 3:00 p.m. on Friday, April 15, 2016.**
Proposals will be opened and read aloud at that time.

The Board reserves the right to reject any or all Proposals.



14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551

Future Planning March 14, 2016

1. 3/15/16 NASB- Judge and Jury Workshop/ Lincoln 5:15 PM to 9 PM
2. 3/21/16 Foundation Board Meeting 7:30 AM
3. 3/22/16 Community Advisory Meeting 6:30 PM- PHS Media Center
4. 3/28/16 Board Work Session 7 PM
5. 4/11/16 Regular Board Meeting 7 PM; Site 6 PM; Finance 6:30 PM
6. 4/25/16 Board Work Session 7 PM
7. 5/9/16 Regular Board Meeting 7 PM; Site 6 PM; Finance 6:30 PM
8. 5/15/16 PHS Graduation 1 PM
9. 5/19/16 Last Day for Students
10. 5/19/16 Recognition Banquet 6 PM, Millard Social Hall
11. 5/20/16 Last Day for Teachers
12. 6/24/16 Foundation Golf Tournament
13. 7/15/16 Foundation dinner/ auction