

Board of Education Work Session

January 22, 2024 7:00 PM

SPCS Administration Building  
765 Main Street  
Springfield, NE 68059

## **Agenda**

- I. Meeting Roll Call
- II. Notice of Open Meetings Act - Posted
- III. Public Comment
- IV. 2024 Board Member Appreciation Week January 21-28
- V. Items for Discussion (Discussion Only)
  - V.A. Board Committees for 2024
  - V.B. Apple Lease Refresh Outline and Proposal
  - V.C. Review Upcoming Land Transfers to PLCS
  - V.D. 2024 Legislative Session Update
- VI. Future Planning
- VII. Executive Session for Negotiations
- VIII. Adjourn

JAN 21-28



*Nebraska*  
**SCHOOL BOARD WEEK**  
APPRECIATION

So many incredible things happen because of YOU. Thank you to our SPCS School Board Members!





## **Board Committees for 2024**

<p><b><u>Policy</u></b></p> <p>Brenda Guenther - Chair          Brian Osborn          Lisa Roseland</p>	<p><b><u>Evaluation</u></b></p> <p>Kyle Fisher - Chair          Brenda Guenther          Brian Wichman</p>
<p><b><u>Site</u></b></p> <p>Brian Wichman - Chair          Brian Osborn          Lee Smith</p>	<p><b><u>Negotiations</u></b></p> <p>Lisa Roseland - Chair          Brian Wichman          Kyle Fisher</p>
<p><b><u>Americanism/Curriculum</u></b></p> <p>Brian Osborn -Chair          Lisa Roseland          Lee Smith</p>	<p><b><u>Finance</u></b></p> <p>Lee Smith - Chair          Kyle Fisher          Brenda Guenther</p>

**Foundation Reps - Brenda Guenther & Kyle Fisher**

**MABE Rep - Brenda Guenther**

**Govt Relations - Kyle Fisher**

# Apple Pricing

Updated 01/18/24

Item	Current Usage	Purchase Quantity	Unit Price	Total Price	Notes
1 MacBook Air M1	125	10	\$879.00	\$8,790.00	Extra MacBooks to have on hand for certified staff
2 STM Dux case for MacBook	125	10	34.95	\$349.50	
3 iPad 10th Gen	1,357	1,400	329.00	460,600.00	Pre-K rooms, grades K-12 students, all teachers, all paras, admins
4 Logitech Rugged Case - iPad	968	990	119.95	118,750.50	Grades 4-12 students, all teachers and admins
5 Logitech Crayon	125	125	0.00	\$0.00	
6 STM Dux Case - iPad	389	410	41.95	\$17,199.50	Pre-K rooms, grades K-3 students, all paras
7 4-Year AppleCare+ No Service Fees		1,400	79.00	\$110,600.00	All iPads. 2 free accidents/device/year. NSF=No Service Fees!
8 AppleCare Help Desk 4 Years		4	79.80	\$319.20	Immediate elevation to Tier 2 support <b>(Was discounted 100% in 2021)</b>
9 APS Custom Deployment - iPad		1,400	20.01	\$28,014.00	Third-party device set up. <b>(Discounted \$7.50/unit in 2021)</b>
10 Mosyle oneK12 subscription, 4 years		2,000	29.00	\$58,000.00	Third-party device set up.
Mosyle is offering a fifth year at no charge with the purchase of the four-year subscription. The per year cost is \$7.25 which is considerably less expensive than Jamf Pro. Need to find out if we should account for growth now or add licenses as needed. We have the option of purchasing Mosyle licensing directly from Mosyle and leaving off the Apple proposal.			Sub-total	\$802,622.70	The buyback amount is the 2021 amount that included MacBooks. We won't include MacBook this year, but the value of our iPads will be higher due to AppleCare. Most devices should be Grade A and bring maximum value.
			Buyback	\$237,738.00	
			<b>2024 Total</b>	<b>\$564,884.70</b>	
			<b>2021 Total</b>	<b>\$443,975.00</b>	This number included MacBooks for staff.

PREPAYMENT AGREEMENT  
FOR LIENEMANN HOMESTEAD ACRES TRANSFER AND BOUNDARY CHANGE

This Payment Agreement (“Agreement”) is entered into on this February 12, 2024 (“Effective Date”) by and between Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, a political subdivision under the laws and statutes of the State of Nebraska (“SPCS”), and Sarpy County School District 77-0027, a/k/a Papillion LaVista Community Schools (“PLCS”).

RECITALS

A. PLCS is the legal and record owner or is in the process of acquiring ownership of the real property legally described in Exhibit “A” (“Property”). The Property consists of approximately 86.92 acres, more or less.

B. The Property is currently attached to, a part of and exists within the boundaries of SPCS.

C. PLCS has requested that the Property be detached from and transferred out of SPCS’ boundaries and attached to and transferred into the boundaries of PLCS.

D. Pursuant to an interlocal agreement dated December 14, 2015, SPCS and PLCS have agreed to allow the Property to be detached from and transferred out of SPCS’ boundaries and attached and transferred into the boundaries of PLCS through a reorganization plan and boundary transfer process as provided under Nebraska law. The above-described interlocal agreement and a draft of the proposed reorganization plan are incorporated into and made a part of this Agreement as if fully set forth herein.

E. Also pursuant to said interlocal agreement, PLCS has agreed to pay to SPCS for agreeing to allow the property transfer the amount of \$ 1,200.00 per acre for each acre of the Property that is detached from and transferred out of SPCS’ boundaries and attached to and transferred into the boundaries PLCS.

AGREEMENT

In consideration of the foregoing recitals, the covenants contained herein, and other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The total amount to be paid by PLCS to SPCS under this agreement shall be ONE HUNDRED FOUR THOUSAND THREE HUNDRED FOUR AND NO/100THS DOLLARS (\$104,304.00) (“Transfer Payment”), payable as follows. PLCS shall pay the amount of \$52,152.00, representing one-half of the Transfer Payment, to SPCS within five (5) business days of the Effective Date of this Agreement. PLCS shall pay the amount of \$52,152.00, representing the remaining balance of the Transfer Payment, to SPCS by November 1, 2024.

2. Upon approval of the reorganization plan by both SPCS and PLCS and receipt of one-half of the Transfer Payment above, SPCS shall file the reorganization plan and proceed



P.M., Sarpy County, Nebraska, and any interest in and to that property known as Tax Lot 4, EXCEPT that portion thereof platted into Lienemann's Subdivision No. 1 by Plat recorded in Book 5, at Page 76 of the Records of Sarpy County, Nebraska, and by Corrected Plat recorded in Book 5, at Page 81 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof platted into Lienemann's Subdivision No. 2 by Plat recorded in Book 6, at Page 68 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof platted into Lienemann's Subdivision No. 3 by Plat recorded in Book 8, at Page 16 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof platted into Lienemann's Subdivision No. 4 by Plat recorded as Instrument No. 2001-05619 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof conveyed to Sarpy County, Nebraska for road purposes by Warranty Deed recorded May 9, 2006 as Instrument No. 2006-15346 of the Records of Sarpy County, Nebraska.

ALSO KNOWN AS:

A tract of land being a part of the Southwest Quarter (SW1/4) of Section 1, Township 13, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said SW1/4 Section 1 N87°06'51"E along the North line of said SW1/4, a distance of 2642.30 feet to the Northeast corner of said SW1/4; thence S02°45'21"E along the East line of said SW1/4 a distance of 1769.81 feet to the Northeast corner of Lot 19 Lienemann's Subdivision No. 2; thence S86°50'53"W along the North line of said Lot 19, said Lots 20, 21, and the North right-of-way of S. 67th St. a distance of 795.97 feet to the Northwest corner of said Lot 21 and the Southeast corner of Lot 31, said Lienemann's Subdivision No. 2; thence N02°47'10"W along the East line of said Lot 31 of said Lienemann's Subdivision No. 2 and along the East line of Lot 40 of Lienemann's Subdivision No. 4, a distance of 436.00 feet to the Northeast corner of said Lot 40, Lienemann's Subdivision No. 4; thence S86°50'53"W along the North line of said Lot 40 Lienemann's Subdivision No. 4 and the North line of Lot 42, Lienemann's Subdivision No. 3 a distance of 893.00 feet to the Northwest corner of said Lot 42, Lienemann's Subdivision No. 3; thence N02°53'43"W along the East right-of-way line of S. 70th Street a distance of 99.76 feet to the North right-of-way line of said S. 70th Street; thence S89°50'53"W, along the North right-of-way line of said S. 70th Street a distance of 50.00 feet to a point on the East line of Lot 52, Lienemann's Subdivision No. 4; thence N02°47'10"W along the East line of said Lot 52, Lienemann's Subdivision No. 4 a distance of 97.63 feet to the Northeast corner of said Lot 52, Lienemann's Subdivision No. 4; thence S86°50'53"W along the North line of said Lot 52 Lienemann's Subdivision No. 4 a distance of 280.81 feet to the Northwest corner of said Lot 52, Lienemann's Subdivision No. 4 and the Northeast corner of Lot 53, said Lienemann's Subdivision No. 4; thence S82°44'58"W along the North line of said Lot 53 Lienemann's Subdivision No. 4, a distance of 64.33 feet; thence N54°59'59"W along the Northwest line of said Lot 53, Lienemann's Subdivision No. 4 a distance of 75.92 feet; thence S81°32'22"W along the North line of said Lot 53, Lienemann's Subdivision No. 4 a distance of 159.48 feet to the Northwest corner of said Lot 53, Lienemann's Subdivision No. 4; thence along the West line of said Lot 53, Lienemann's Subdivision No. 4 on the following described course: thence S07°20'16"E, a distance of 31.18 feet thence S27°31'23"E, a distance of 30.94'; thence S14°32'26"E, a distance of 51.88 feet; thence S00°53'33"W, a distance of 31.10 feet; thence S29°10'13"W, a distance of 23.61; thence S77°15'40"W, a distance of 110.00 feet; thence along

the West right-of-way line of S. 71st Street on the following described courses: thence on a non-tangent curve to the left having a radius of 50.00 feet, an angle of  $200^{\circ}37'59''$  a length of 175.09 feet, said curve having a long chord which bears  $S23^{\circ}49'34''W$  and a chord distance of 98.38 feet to a point of tangent; thence  $S16^{\circ}10'19''E$ , a distance of 128.00 feet to a point of a tangent curve; thence on a tangent curve to the left having a radius of 1070.81 feet, an angle of  $08^{\circ}58'49''$ , a length of 167.83 feet said curve having a long chord which bears  $S20^{\circ}39'43''E$  and a chord distance of 167.66 feet to a point of reverse curve; thence along on a curve to the right having a radius of 154.96 feet, an angle of  $22^{\circ}00'06''$ , a length of 59.50 feet, said curve having a long chord which bears  $S14^{\circ}09'07''E$  and a chord distance of 59.14 feet to a point of tangency; thence  $S02^{\circ}47'10''E$ , a distance of 121.16 feet to the Northeast corner of Lot 27, said Lienemann's Subdivision No. 4, thence  $S86^{\circ}50'53''W$  along the North line of said Lot 27, Lienemann's Subdivision No. 4 a distance of 290.44 feet to a point on the West line of the SW1/4 of Section 1; thence  $N02^{\circ}47'10''W$  along said West line of the SW1/4 of Section 1 a distance of 1852.07' to the point of beginning.

PREPAYMENT AGREEMENT  
FOR 72 PLACE TRANSFER AND BOUNDARY CHANGE

This Prepayment Agreement (“Agreement”) is entered into on this February 12, 2024 (“Effective Date”) by and between Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, a political subdivision under the laws and statutes of the State of Nebraska (“School” or “SPCS”), and Papio Park LLC, a Nebraska limited liability company (“Owner”).

RECITALS

A. The Owner is the legal and record owner or is in the process of acquiring ownership of the real property legally described in Exhibit “A” (“Property”). The Property consists of approximately 24.417 acres, more or less.

B. The Property is currently attached to, a part of and exists within the boundaries of the School.

C. The Owner has requested that the Property be detached from and transferred out of the School’s boundaries and attached to and transferred into the boundaries of Sarpy County School District 77-0027, a/k/a Papillion LaVista Community Schools (“PLCS”).

D. Pursuant to an interlocal agreement dated December 14, 2015, by and between SPCS and PLCS, the School and PLCS have agreed to allow the Property to be detached from and transferred out of the School’s boundaries and attached and transferred into the boundaries of PLCS through a reorganization plan and boundary transfer process as provided under Nebraska law. The above-described interlocal agreement and a draft of the proposed reorganization plan are incorporated into and made a part of this Agreement as if fully set forth herein.

E. Also pursuant to said interlocal agreement, PLCS has agreed to pay to the School for agreeing to allow the property transfer the amount of \$ 2,000.00 per acre (adjusted 3% each year after 2016) (\$2,459 for 2023/24) for each acre of the Property that is detached from and transferred out of the School’s boundaries and attached to and transferred into the boundaries PLCS.

F. As an accommodation to PLCS and the School, the Owner has agreed to make such transfer payment to the School now on behalf of PLCS.

AGREEMENT

In consideration of the foregoing recitals, the covenants contained herein, and other and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Prior to the SPCS Board of Education approval of this Agreement, the Owner shall pay to the School in cash or certified funds the amount of SIXTY THOUSAND AND FORTY ONE DOLLARS AND FORTY CENTS (\$60,041.40) (“Transfer Payment”). Upon approval of the reorganization plan by both the School and PLCS and receipt of the above



Notary Public

Exhibit "A"

Legal Description of Property

A TRACT OF LAND BEING LOTS 5, 8 THRU 68, AND OUTLOTS "B" THRU "D" SEVENTY TWO PLACE, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. SAID TOTAL TRACT OF LAND CONTAINS 1,063,624 SQUARE FEET OR 24.417 ACRES, MORE OR LESS.

REORGANIZATION PLAN  
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES  
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION ACT  
(Sections 79-4,117 to 79-4,129)

TO: The Coordinating Council for the Learning Community of Douglas and Sarpy Counties, the State Committee for the Reorganization of School Districts, the County Clerks of Douglas and Sarpy Counties Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0027, a/k/a Papillion La Vista Community Schools, hereinafter referred to as "PL", also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of and present the Plan to the Learning Community Coordinating Council (the "Council") for the Learning Community of Douglas and Sarpy Counties (the "LC") for approval and submission on to the State Committee for the Reorganization of School Districts (the "State Committee") for review and action under the Act. Both School Districts have conditionally approved the Plan and hereby request approval from the Council and State Committee according to the Act for submission back to the School Districts for their final approval and implementation by the Sarpy and/or Douglas County Clerk(s). This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and PL are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP, PL and the LC, that the boundaries of each of the School Districts be changed in accordance with this Plan and Agreement, and in furtherance thereof, do hereby request the Council, State Committee and County Officials to whom this Plan and Agreement is directed or their successors in interest, to approve same enter an order changing the boundaries of SP and PL, pursuant to Neb. Rev. Stat § 79-4,128, and other Nebraska laws, so as to transfer the following-described territory from SP to PL, such territory (herein sometimes referred to as the "Property") being legally described as follows, to-wit:

A TRACT OF LAND BEING LOTS 5, 8 THROUGH 68, AND OUTLOTS "B"  
THROUGH "D", SEVENTY TWO PLACE, A SUBDIVISION LOCATED IN  
PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 13 NORTH, RANGE 12  
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

C. The terms of this Plan and Agreement and on which the transfer and attachment by a change of boundaries, as described above, is to be made between SP and PL shall be as follows:

**1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT.**

A description of the Property to be transferred from SP to PL is contained above. Both School Districts are Class III school districts. For a description of the boundaries of the reorganized districts see maps referred to in paragraph 5 and attached as Exhibit "1" to this Plan.

**2. SUMMARY OF REASONS FOR PROPOSED CHANGE, EXPLANATION OF STATUTORY COMPLIANCE AND STATUTORY ASSURANCE.**

The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation requirements, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

**3. SUMMARY OF TERMS OF REORGANIZATION.**

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act and there is no new district being created, the school boards, school board wards or districts, if any, and classifications of the School Districts involved are unchanged and shall remain the same and the State Committee will not need to determine initial school board districts or wards, or appoint an initial school board.

**4. STATEMENT OF FINDINGS ON LOCATION AND UTILIZATION OF SCHOOLS AND TRANSPORTATION**

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act there is no change with respect to the location of schools, the utilization of existing buildings, the construction of new buildings, or the transportation requirements of the School Districts involved.

**5. MAPS SHOWING BOUNDARIES**

Maps showing the boundaries of established school districts and the boundaries proposed under this Plan are attached hereto and incorporated herein by this reference as Exhibit "1."

**6. OTHER MATTERS**

The effective date of the change of boundaries and the transfer of the Property from SP to PL shall be upon final approvals and entry of an order by the appropriate County Officials whose order is necessary to effect the change in boundaries and Property transfer set forth herein, or according to law, whichever occurs later in time. All assets, including budget authority and unbonded liabilities of each School District shall remain the same on such transfer and attachment hereunder and shall not be transferred to PL. The transferred land shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by PL prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by PL after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of PL.

Upon completing the transfer the Sarpy and/or Douglas County Clerk(s) shall file the order, certificates or other appropriate notice documents with the Sarpy and/or Douglas County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly.

The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL  
BOARD OF SARPY COUNTY SCHOOL  
DISTRICT 77-0046, a/k/a SPRINGFIELD  
PLATTEVIEW COMMUNITY SCHOOLS

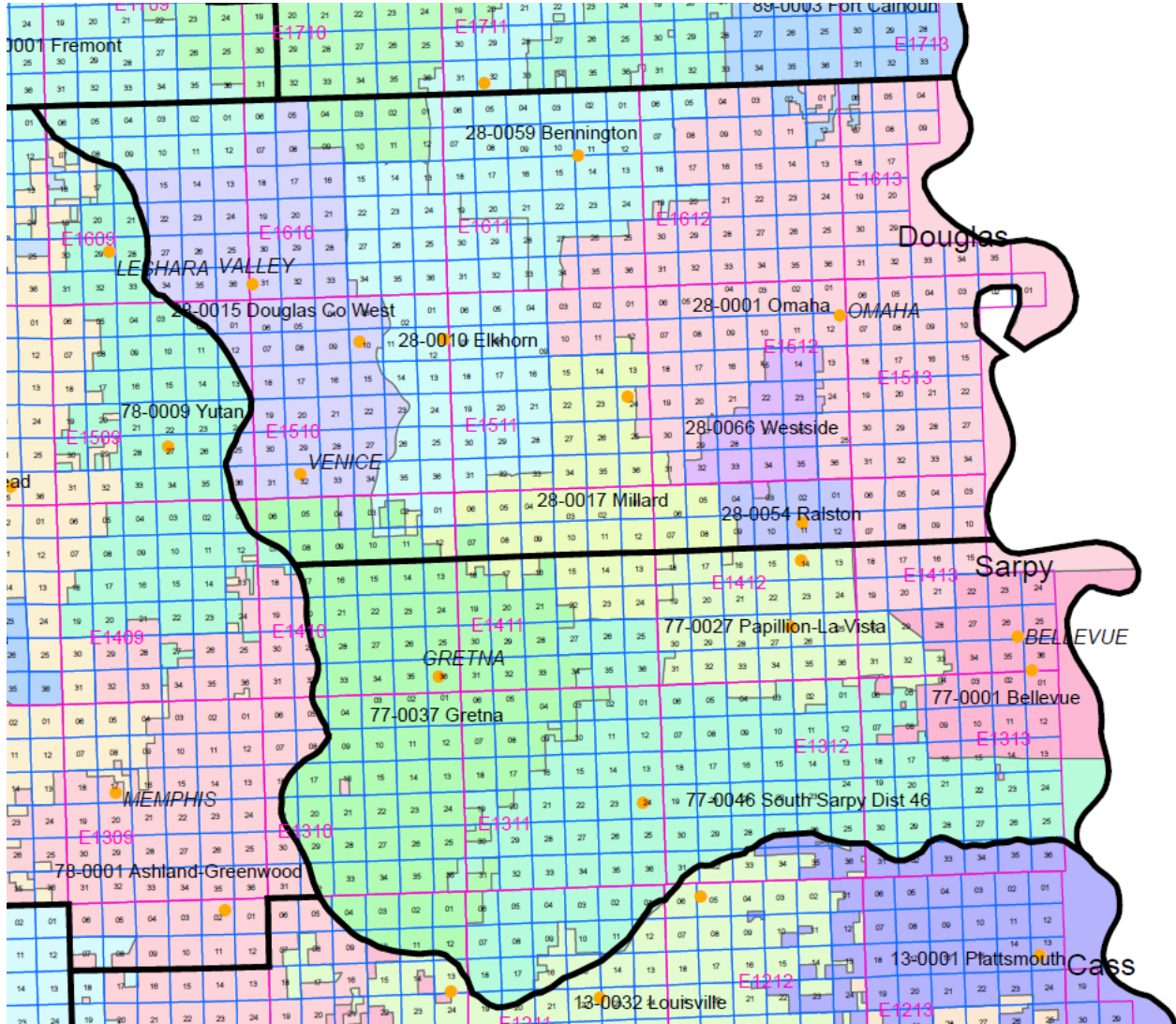
By: \_\_\_\_\_  
Authorized Official

BOARD OF EDUCATION AND SCHOOL  
BOARD OF SARPY COUNTY SCHOOL  
DISTRICT 77-0027, a/k/a PAPHILLION LA VISTA  
COMMUNITY SCHOOLS

By: \_\_\_\_\_  
Authorized Official

EXHIBIT "1"  
(MAPS)

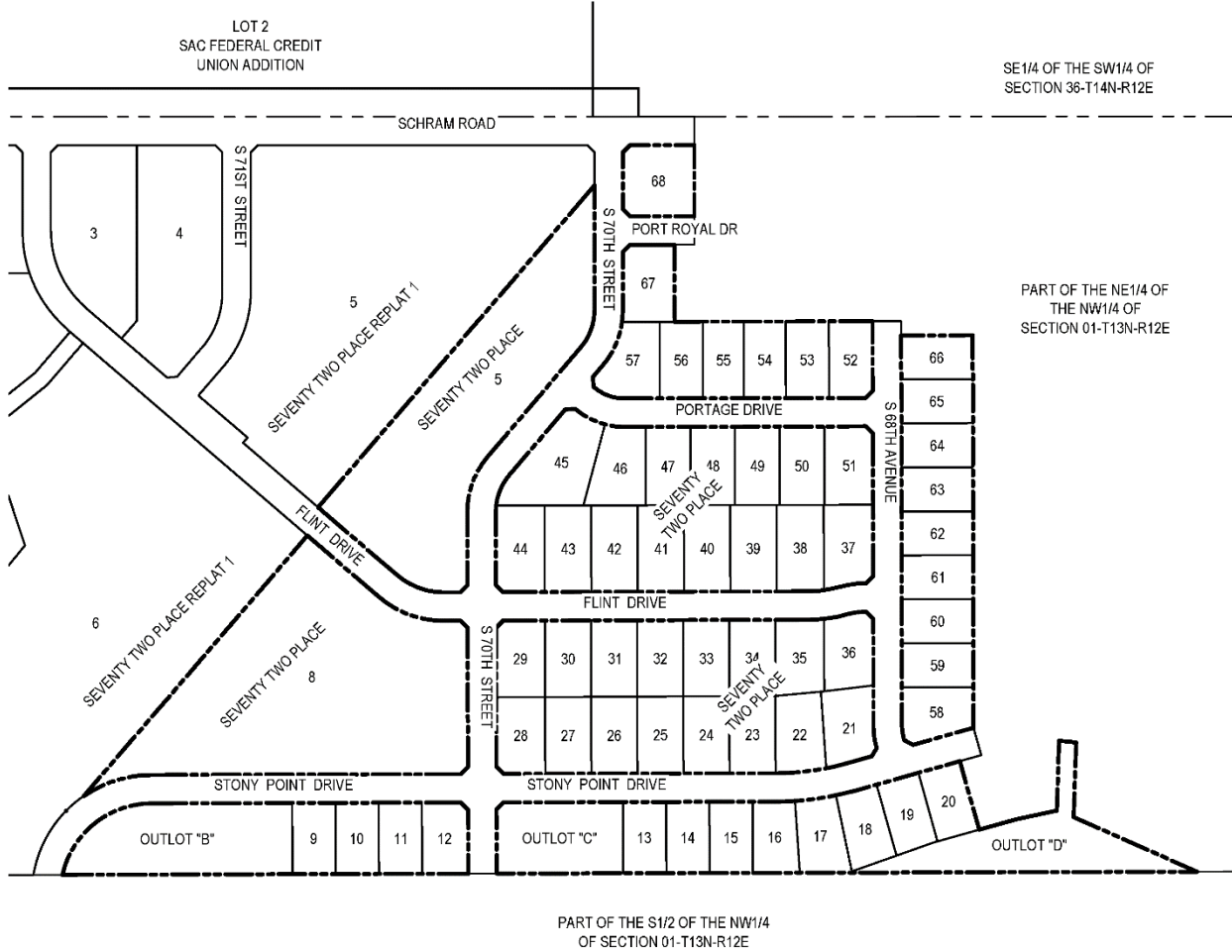
ESTABLISHED DISTRICTS



The intention is to include in this Map the entire boundaries and geographic area and territory of the existing SP and the existing PL which is legally within such school districts. It is further the intention to exclude from this Map any boundaries and geographic area and territory which is not legally within the existing SP and the existing PL. Further, in the event of conflicting descriptions between this Map and official records and documents on file with the County Clerks of Sarpy and/or Douglas Counties, Nebraska, and such other appropriate officials who are required by law to maintain school district boundary lines and description records, such official records and documents shall be controlling as to what are the proper and legal descriptions and boundaries of the existing SP and PL.

EXHIBIT "1"  
(MAPS)

**BOUNDARIES PROPOSED UNDER THIS PLAN**



**LEGAL DESCRIPTION**

A TRACT OF LAND BEING LOTS 5, 8 THRU 68, AND OUTLOTS "B" THRU "D" SEVENTY TWO PLACE, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 01, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TOTAL TRACT OF LAND CONTAINS 1,063,624 SQUARE FEET OR 24.417 ACRES, MORE OR LESS.

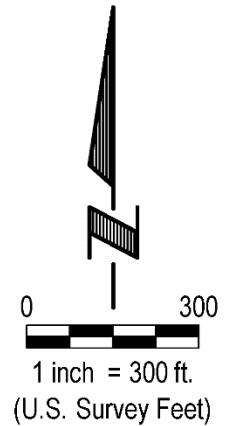


EXHIBIT "1"  
(MAPS)

**BOUNDARIES PROPOSED UNDER THIS PLAN**

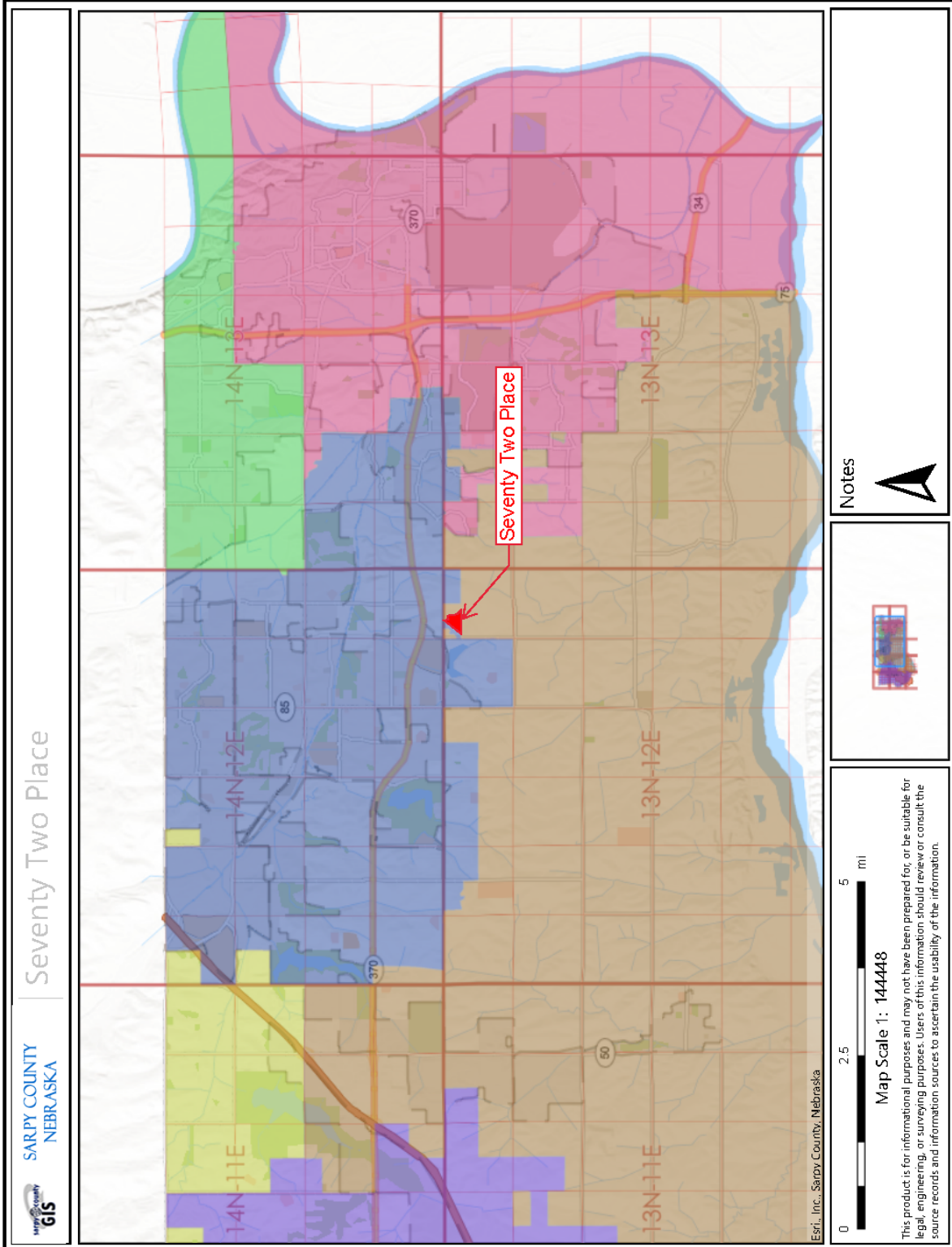
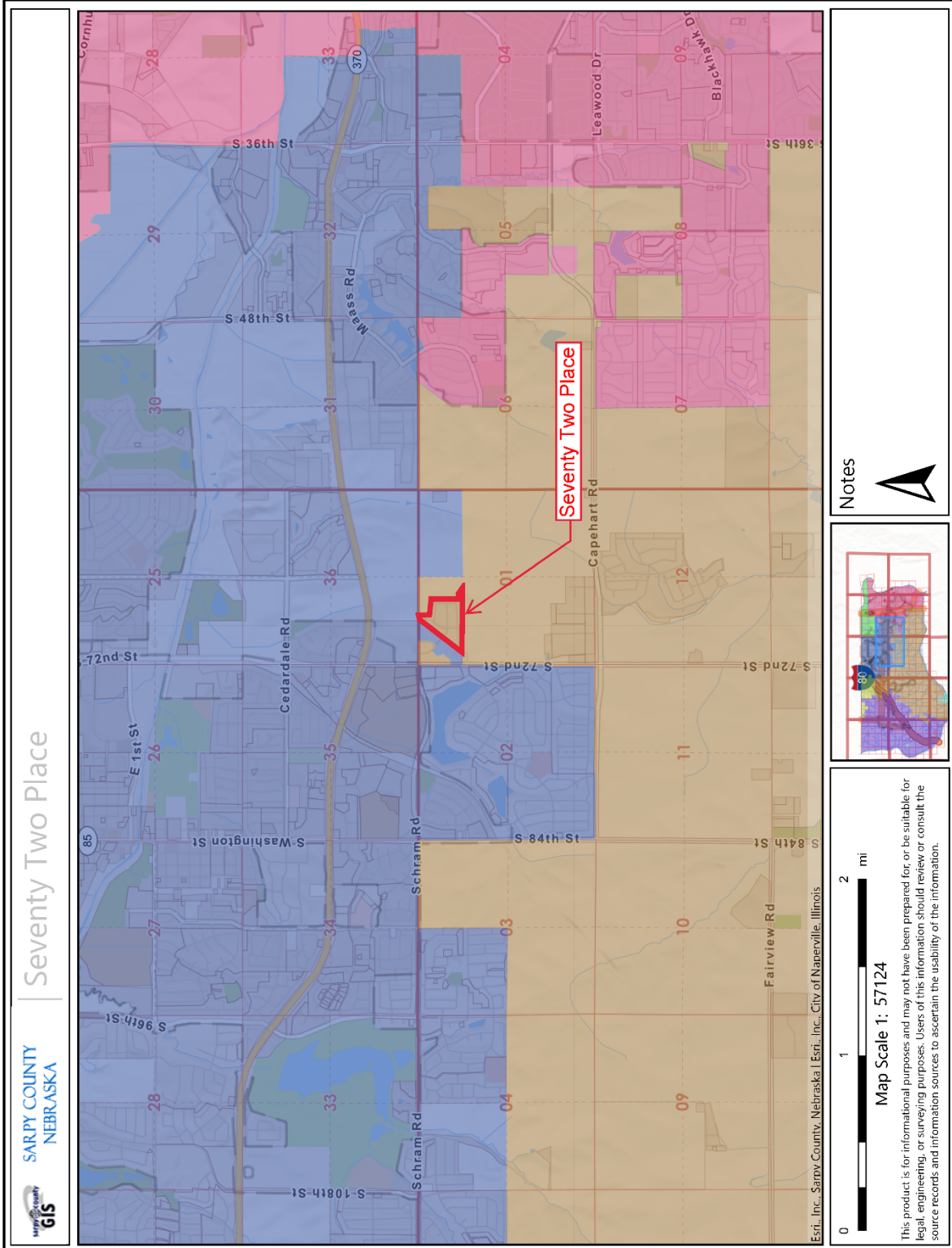


EXHIBIT "1"  
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN



REORGANIZATION PLAN  
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES  
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION ACT  
(Sections 79-4,117 to 79-4,129)

TO: The Coordinating Council for the Learning Community of Douglas and Sarpy Counties, the State Committee for the Reorganization of School Districts, the County Clerks of Douglas and Sarpy Counties Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0027, a/k/a Papillion La Vista Community Schools, hereinafter referred to as "PL", also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of and present the Plan to the Learning Community Coordinating Council (the "Council") for the Learning Community of Douglas and Sarpy Counties (the "LC") for approval and submission on to the State Committee for the Reorganization of School Districts (the "State Committee") for review and action under the Act. Both School Districts have conditionally approved the Plan and hereby request approval from the Council and State Committee according to the Act for submission back to the School Districts for their final approval and implementation by the Sarpy and/or Douglas County Clerk(s). This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and PL are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP, PL and the LC, that the boundaries of each of the School Districts be changed in accordance with this Plan and Agreement, and in furtherance thereof, do hereby request the Council, State Committee and County Officials to whom this Plan and Agreement is directed or their successors in interest, to approve same enter an order changing the boundaries of SP and PL, pursuant to Neb. Rev. Stat § 79-4,128, and other Nebraska laws, so as to transfer the following-described territory from SP to PL, such territory (herein sometimes referred to as the "Property") being legally described as follows, to-wit:

The Southwest Quarter (SW1/4) of Section 1, Township 13 North, Range 12, East of the 6th P.M., Sarpy County, Nebraska, and any interest in and to that property known as Tax Lot 4, EXCEPT that portion thereof platted into Lienemann's Subdivision No. 1 by Plat recorded in Book 5, at Page 76 of the Records of Sarpy County, Nebraska, and by Corrected Plat recorded in Book 5, at Page 81 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof platted into Lienemann's Subdivision No. 2 by Plat recorded in Book 6, at Page 68 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof platted into Lienemann's Subdivision No. 3 by Plat recorded in Book 8, at Page 16 of the

Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof platted into Lienemann's Subdivision No. 4 by Plat recorded as Instrument No. 2001-05619 of the Records of Sarpy County, Nebraska; AND EXCEPT that portion thereof conveyed to Sarpy County, Nebraska for road purposes by Warranty Deed recorded May 9, 2006 as Instrument No. 2006-15346 of the Records of Sarpy County, Nebraska.

ALSO KNOWN AS:

A tract of land being a part of the Southwest Quarter (SW1/4) of Section 1, Township 13, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said SW1/4 Section 1 N87°06'51"E along the North line of said SW1/4, a distance of 2642.30 feet to the Northeast corner of said SW1/4; thence S02°45'21"E along the East line of said SW1/4 a distance of 1769.81 feet to the Northeast corner of Lot 19 Lienemann's Subdivision No. 2; thence S86°50'53"W along the North line of said Lot 19, said Lots 20, 21, and the North right-of-way of S. 67th St. a distance of 795.97 feet to the Northwest corner of said Lot 21 and the Southeast corner of Lot 31, said Lienemann's Subdivision No. 2; thence N02°47'10"W along the East line of said Lot 31 of said Lienemann's Subdivision No. 2 and along the East line of Lot 40 of Lienemann's Subdivision No. 4, a distance of 436.00 feet to the Northeast corner of said Lot 40, Lienemann's Subdivision No. 4; thence S86°50'53"W along the North line of said Lot 40 Lienemann's Subdivision No. 4 and the North line of Lot 42, Lienemann's Subdivision No. 3 a distance of 893.00 feet to the Northwest corner of said Lot 42, Lienemann's Subdivision No. 3; thence N02°53'43"W along the East right-of-way line of S. 70th Street a distance of 99.76 feet to the North right-of-way line of said S. 70th Street; thence S89°50'53"W, along the North right-of-way line of said S. 70th Street a distance of 50.00 feet to a point on the East line of Lot 52, Lienemann's Subdivision No. 4; thence N02°47'10"W along the East line of said Lot 52, Lienemann's Subdivision No. 4 a distance of 97.63 feet to the Northeast corner of said Lot 52, Lienemann's Subdivision No. 4; thence S86°50'53"W along the North line of said Lot 52 Lienemann's Subdivision No. 4 a distance of 280.81 feet to the Northwest corner of said Lot 52, Lienemann's Subdivision No. 4 and the Northeast corner of Lot 53, said Lienemann's Subdivision No. 4; thence S82°44'58"W along the North line of said Lot 53 Lienemann's Subdivision No. 4, a distance of 64.33 feet; thence N54°59'59"W along the Northwest line of said Lot 53, Lienemann's Subdivision No. 4 a distance of 75.92 feet; thence S81°32'22"W along the North line of said Lot 53, Lienemann's Subdivision No. 4 a distance of 159.48 feet to the Northwest corner of said Lot 53, Lienemann's Subdivision No. 4; thence along the West line of said Lot 53, Lienemann's Subdivision No. 4 on the following described course: thence S07°20'16"E, a distance of 31.18 feet thence S27°31'23"E, a distance of 30.94'; thence S14°32'26"E, a distance of 51.88 feet; thence S00°53'33"W, a distance of 31.10 feet; thence S29°10'13"W, a distance of 23.61; thence S77°15'40"W, a distance of 110.00 feet; thence along the West right-of-way line of S. 71st Street on the following described courses: thence on a non-tangent curve to

the left having a radius of 50.00 feet, an angle of 200°37'59" a length of 175.09 feet, said curve having a long chord which bears S23°49'34"W and a chord distance of 98.38 feet to a point of tangent; thence S16°10'19"E, a distance of 128.00 feet to a point of a tangent curve; thence on a tangent curve to the left having a radius of 1070.81 feet, an angle of 08 °58'49", a length of 167.83 feet said curve having a long chord which bears S20°39'43"E and a chord distance of 167.66 feet to a point of reverse curve; thence along on a curve to the right having a radius of 154.96 feet, an angle of 22°00'06", a length of 59.50 feet, said curve having a long chord which bears S14°09'07"E and a chord distance of 59.14 feet to a point of tangency; thence S02°47'10"E, a distance of 121.16 feet to the Northeast corner of Lot 27, said Lienemann's Subdivision No. 4, thence S86°50'53"W along the North line of said Lot 27, Lienemann's Subdivision No. 4 a distance of 290.44 feet to a point on the West line of the SW1/4 of Section 1; thence N02°47'10"W along said West line of the SW1/4 of Section 1 a distance of 1852.07' to the point of beginning..

C. The terms of this Plan and Agreement and on which the transfer and attachment by a change of boundaries, as described above, is to be made between SP and PL shall be as follows:

**1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT.**

A description of the Property to be transferred from SP to PL is contained above. Both School Districts are Class III school districts. For a description of the boundaries of the reorganized districts see maps referred to in paragraph 5 and attached as Exhibit "1" to this Plan.

**2. SUMMARY OF REASONS FOR PROPOSED CHANGE, EXPLANATION OF STATUTORY COMPLIANCE AND STATUTORY ASSURANCE.**

The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation requirements, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

**3. SUMMARY OF TERMS OF REORGANIZATION.**

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves

such transfer and attachment according to the Act and there is no new district being created, the school boards, school board wards or districts, if any, and classifications of the School Districts involved are unchanged and shall remain the same and the State Committee will not need to determine initial school board districts or wards, or appoint an initial school board.

**4. STATEMENT OF FINDINGS ON LOCATION AND UTILIZATION OF SCHOOLS AND TRANSPORTATION**

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act there is no change with respect to the location of schools, the utilization of existing buildings, the construction of new buildings, or the transportation requirements of the School Districts involved.

**5. MAPS SHOWING BOUNDARIES**

Maps showing the boundaries of established school districts and the boundaries proposed under this Plan are attached hereto and incorporated herein by this reference as Exhibit "1."

**6. OTHER MATTERS**

The effective date of the change of boundaries and the transfer of the Property from SP to PL shall be upon final approvals and entry of an order by the appropriate County Officials whose order is necessary to effect the change in boundaries and Property transfer set forth herein, or according to law, whichever occurs later in time. All assets, including budget authority and unbonded liabilities of each School District shall remain the same on such transfer and attachment hereunder and shall not be transferred to PL. The transferred land shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by PL prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by PL after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of PL.

Upon completing the transfer the Sarpy and/or Douglas County Clerk(s) shall file the order, certificates or other appropriate notice documents with the Sarpy and/or Douglas County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly.

The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL  
BOARD OF SARPY COUNTY SCHOOL  
DISTRICT 77-0046, a/k/a SPRINGFIELD  
PLATTEVIEW COMMUNITY SCHOOLS

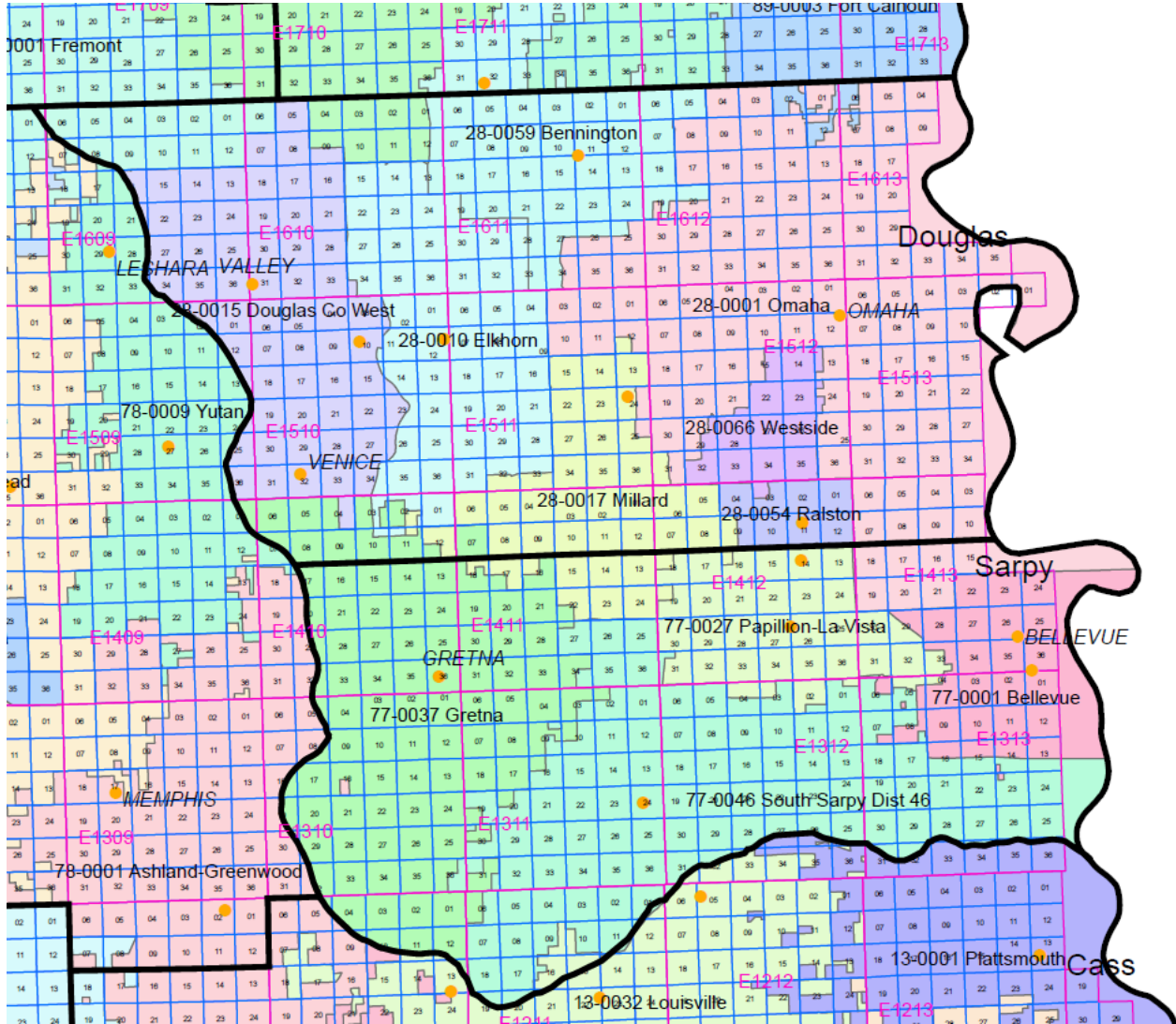
By: \_\_\_\_\_  
Authorized Official

BOARD OF EDUCATION AND SCHOOL  
BOARD OF SARPY COUNTY SCHOOL  
DISTRICT 77-0027, a/k/a PAPILLION LA VISTA  
COMMUNITY SCHOOLS

By: \_\_\_\_\_  
Authorized Official

EXHIBIT "1"  
(MAPS)

ESTABLISHED DISTRICTS



The intention is to include in this Map the entire boundaries and geographic area and territory of the existing SP and the existing PL which is legally within such school districts. It is further the intention to exclude from this Map any boundaries and geographic area and territory which is not legally within the existing SP and the existing PL. Further, in the event of conflicting descriptions between this Map and official records and documents on file with the County Clerks of Sarpy and/or Douglas Counties, Nebraska, and such other appropriate officials who are required by law to maintain school district boundary lines and description records, such official records and documents shall be controlling as to what are the proper and legal descriptions and boundaries of the existing SP and PL.

EXHIBIT "1"  
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN

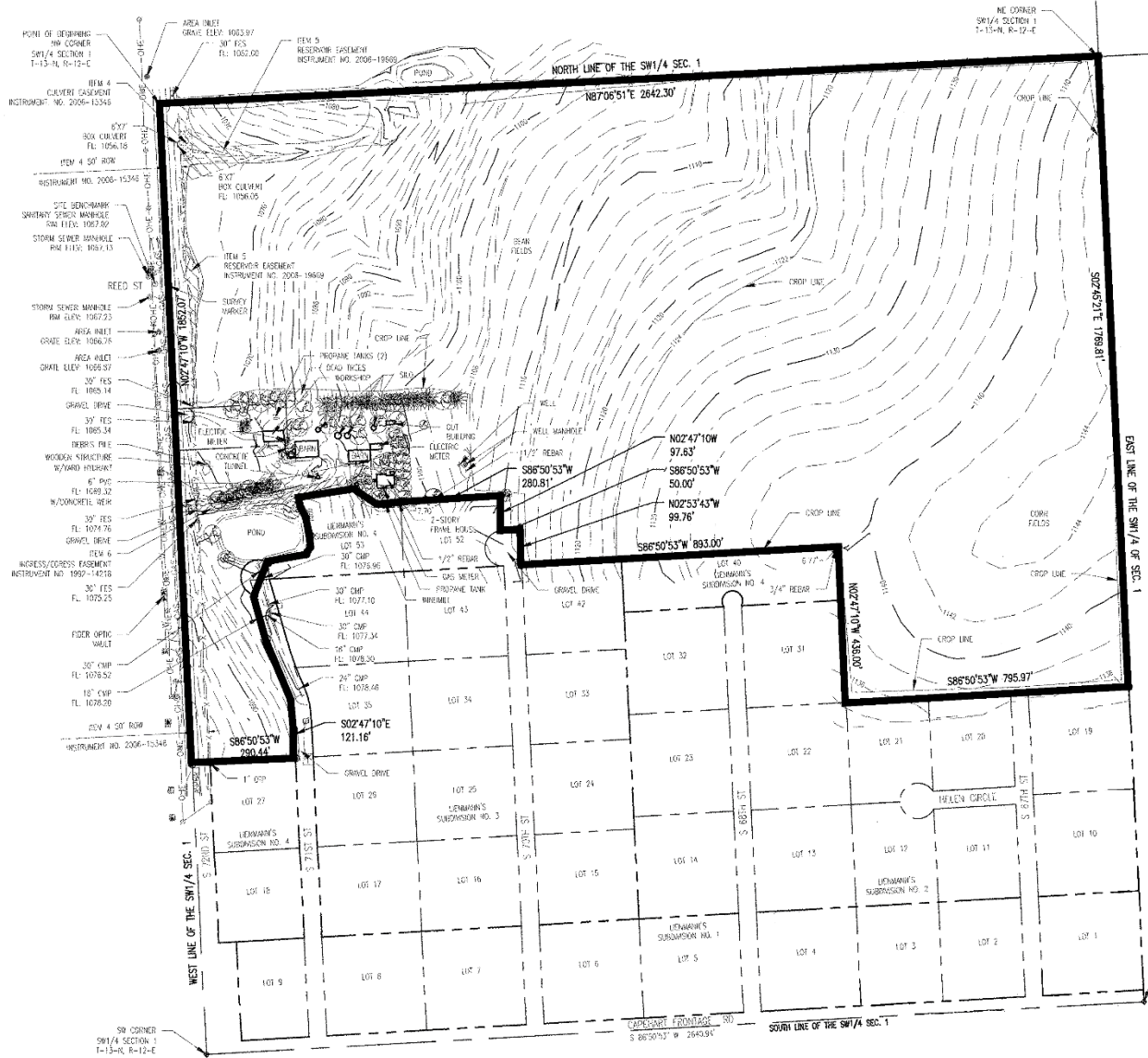


EXHIBIT "1"  
(MAPS)

**BOUNDARIES PROPOSED UNDER THIS PLAN**

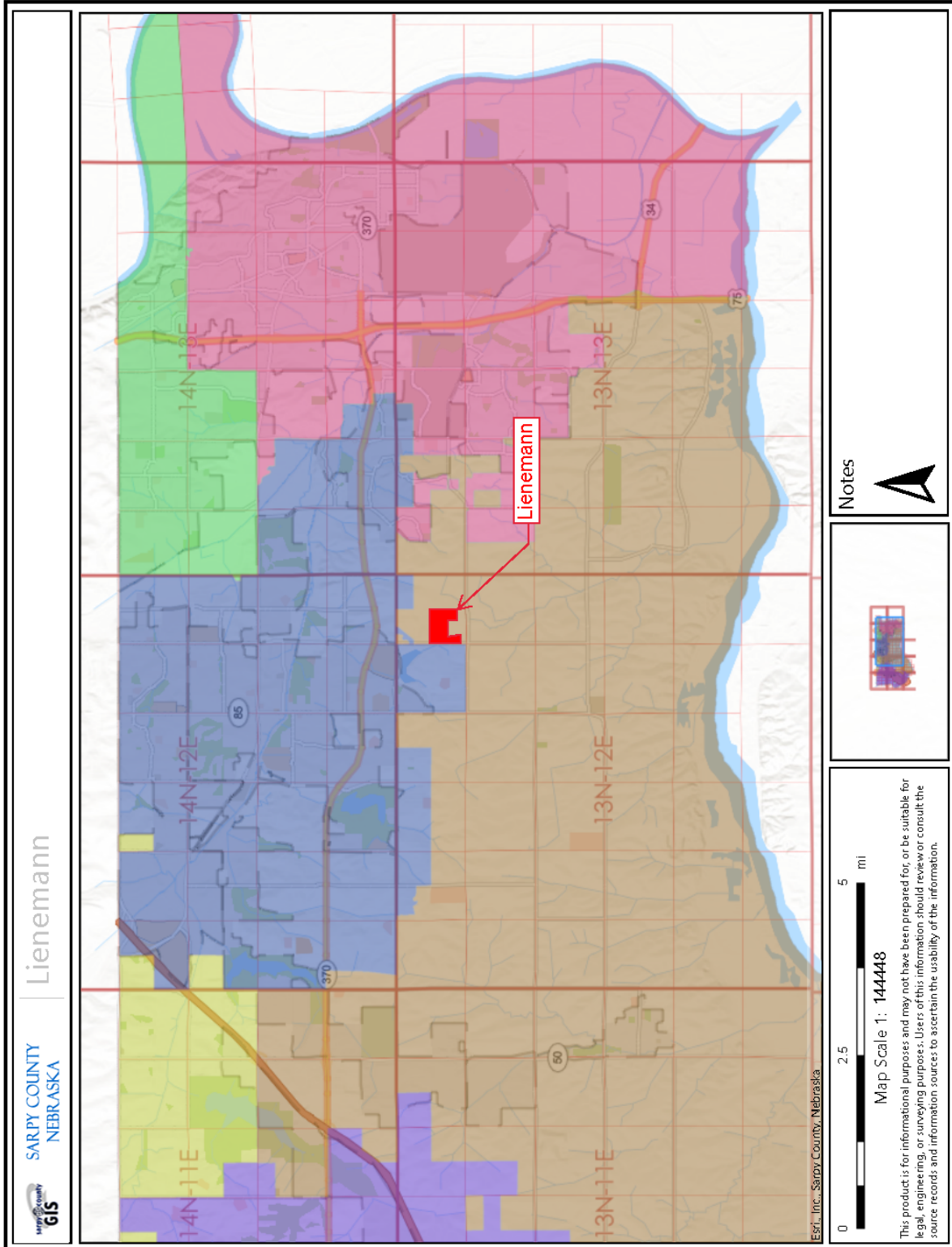
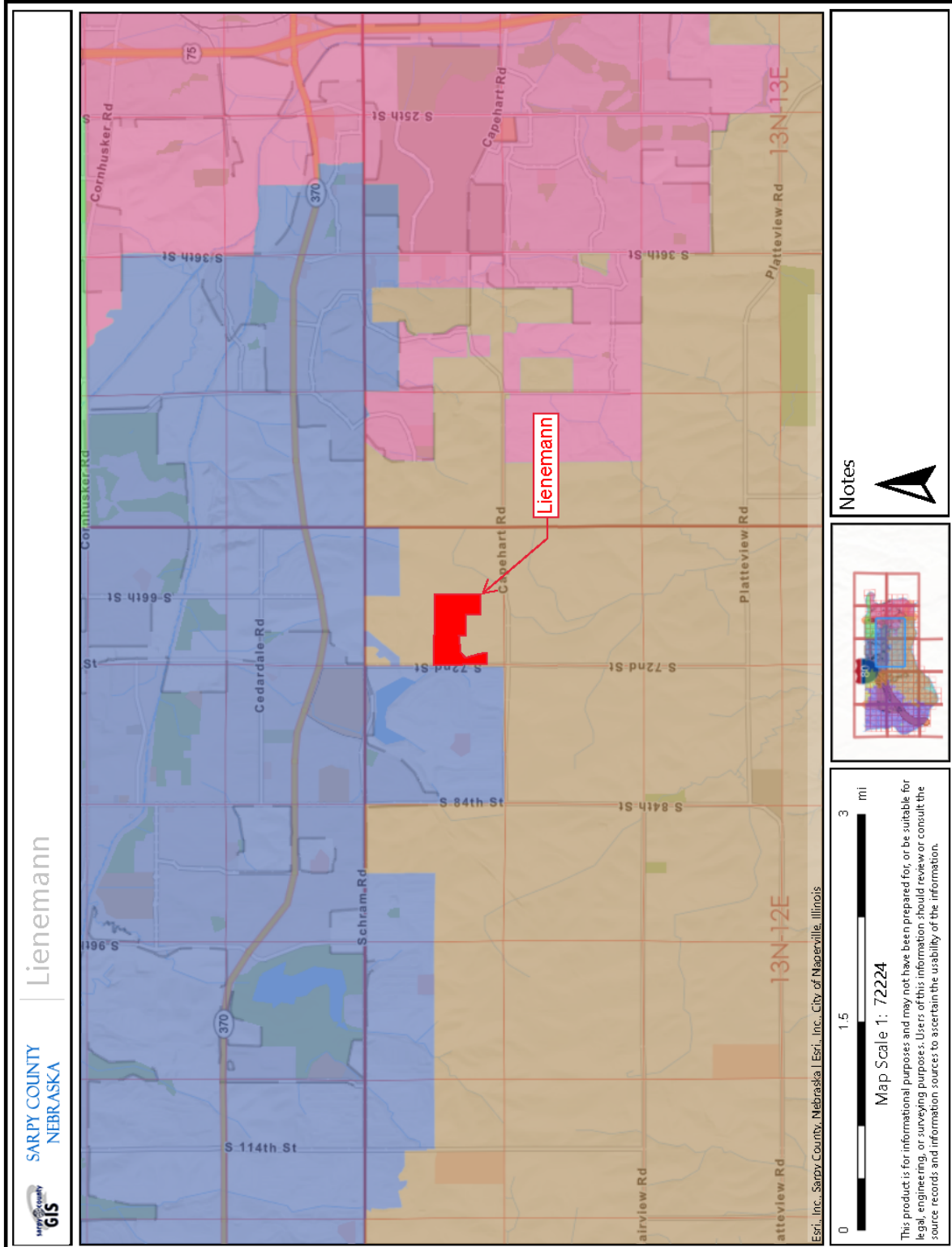


EXHIBIT "1"  
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN





**Future Planning**  
**January, 2023**

- |           |  |
|-----------|--|
| 1/26/24   | Foundation Meeting (rescheduled) 7:30 AM                                       |
| 2/12/24   | Policy Committee 6:00 PM<br>Finance Committee 6:30 PM<br>Board Meeting 7:00 PM |
| 2/14-2/15 | Parent Teacher Conferences - Early Dismissal                                   |
| 2/16/24   | No School  |
| 2/19/24   | No School  |
| 2/26/24   | Board Work Session Meeting 7:00 PM   |
| 3/11/24   | Site Committee 6:00 PM<br>Finance Committee 6:30 PM<br>Board Meeting 7:00 PM   |
| 3/11-3/15 | Spring Break - No School   |