

Board of Education Work Session

February 26, 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. Discussion Items
 - IV.A. Legislative Update
 - IV.B. Wage increases for administration and hourly staff
 - IV.C. 2024-2025 Beginning Budget Information
- V. Action Items
 - V.A. Approval of the Certified Contract for Cole Wills for the 24-25 school year.
 - V.B. Discuss, consider and take all necessary action with regard to approving a reorganization plan for a boundary change with Papillion La Vista Community Schools.
 - V.C. Resignation of Jordan Lechner at the end of the 2023-24 School Year.
- VI. Future Planning
- VII. Adjourn

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Sarpy County County School District 77-0046, commonly known as Springfield Platteview Community Schools, referred to herein as the "Board" and "District" respectively, and **Cole Wills**, a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the District for a school year, which shall begin on or about August 7, 2024, and conclude on or about May 22, 2025, and shall consist of 184 contract days of service. Teacher accepts such employment at a salary based upon placement on **Step14 of Lane MA36** of the salary schedule.

FIRST: Teacher's salary shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September, 2024, and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives and all state and federal statutes, rules, and regulations. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

FOURTH: A majority of the Board members may cancel, amend, or terminate this contract during its term for any of the following reasons:
(a) cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) a breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) physical or mental incapacity; (i) immorality; and (j) any conduct that interferes substantially with the teacher's continued performance of duties. Cancellation, nonrenewal, termination, or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: Upon termination of this contract, Teacher shall immediately return all District property to the District.

SEVENTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

EIGHTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security, and any legally required deductions and deductions based on benefit elections. This contract is subject to the School Employee Retirement Act. Teacher shall be responsible to pay for damage to District property caused by the Teacher's reckless or intentional actions.

NINTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

TENTH: Teacher shall report to the District within 24 hours any arrest, criminal charge, or criminal conviction of Teacher. Teacher shall report to the District within 24 hours any filing against the Teacher under section 43-247 of the Nebraska statutes or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect.

ELEVENTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TWELFTH: Teacher's failure to return a signed copy of the contract to the Superintendent of Schools or Secretary of the Board of Education of the District on or before **Friday, February 16, 2024** shall constitute a rejection of this offer of employment.

THIRTEENTH: Other Contract Terms: [THESE MAY INCLUDE TERMS SUCH AS RESIGNATION DEADLINES AND OTHERS NOT ALREADY COVERED BY THE COLLECTIVE BARGAINING AGREEMENT].

By: Cole Wills
Teacher

Date: 2/15/24

By: _____
Board President

Date: _____

Attest: _____
Board Secretary

Date: _____

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:

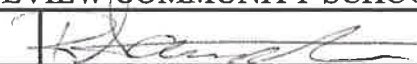
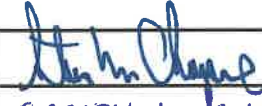
1. Prior to the SPCS Board of Education approval of this Agreement, the Owner shall pay to the School in cash or certified funds the amount of SIXTY THOUSAND AND FORTY ONE DOLLARS AND FORTY CENTS (\$60,041.40) (“Transfer Payment”). Upon approval of the reorganization plan by both the School and PLCS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

payment, the School shall file the reorganization plan and proceed with the transfer process.

2. If by August 1, 2024, the County Clerk of Sarpy County, Nebraska, has not executed and filed the appropriate Order for the transfer of the Property or the Property has not otherwise been legally detached from and transferred out of the School's boundaries and attached to and transferred into the boundaries of PLCS, the Owner shall be entitled to receive a refund of the Transfer Payment. Upon such circumstance and written request by the Owner, the School shall pay back the Transfer Payment amount to Owner by the later of (i) September 1, 2024, or (ii) the date the School receives the Owner's written request.

3. This Agreement reflects the entire understanding of the parties with respect to the matters addressed herein. This Agreement shall be governed by and construed in accordance with Nebraska law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the Effective Date written above.

SARPY COUNTY SCHOOL DISTRICT 77-0046, A/K/A SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS		PAPIOPARK LLC, OWNER	
By:		By:	
Name:	Ryan Saunders	Name:	STEVEN M CHAMOUX
Title:	Superintendent	Title:	MEMBER
Date:	2/20/24	Date:	2/15/2024

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

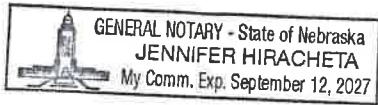
The foregoing instrument was acknowledged before me this 2-20-2024 by Ryan Saunders, Superintendent of Sarpy County School District 77-0046, also known as Springfield Platteview Community Schools.

State of Nebraska – General Notary
LINDY RICHARDS
My Commission Expires
October 2, 2024

Notary Public 

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 2/14/2024 by STEVEN M CHAMOUX, MEMBER on behalf of Papiro Park LLC, a Nebraska limited liability company.




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

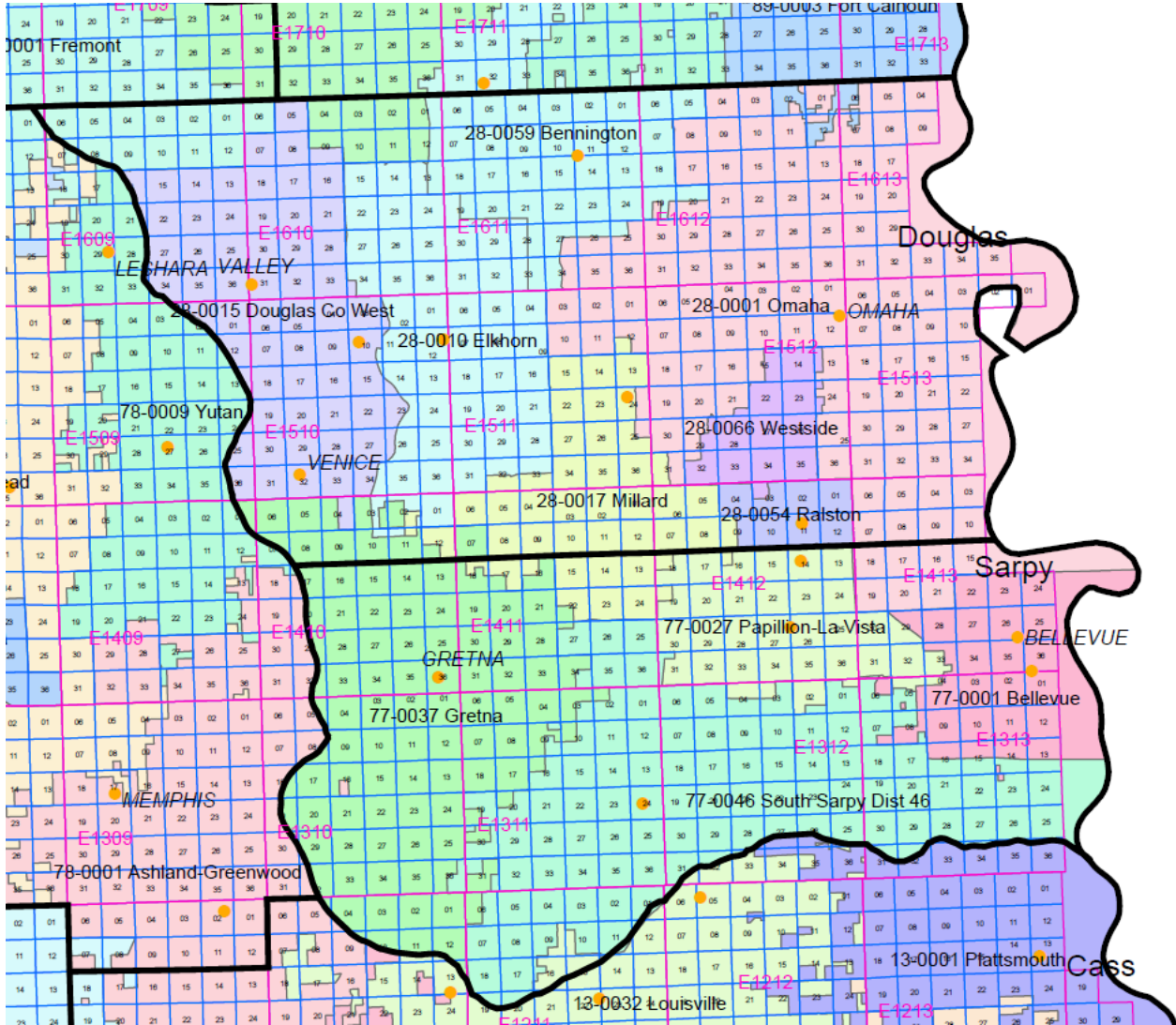
By: _____
Authorized Official

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

By: _____
Authorized Official

EXHIBIT "1"
(MAPS)

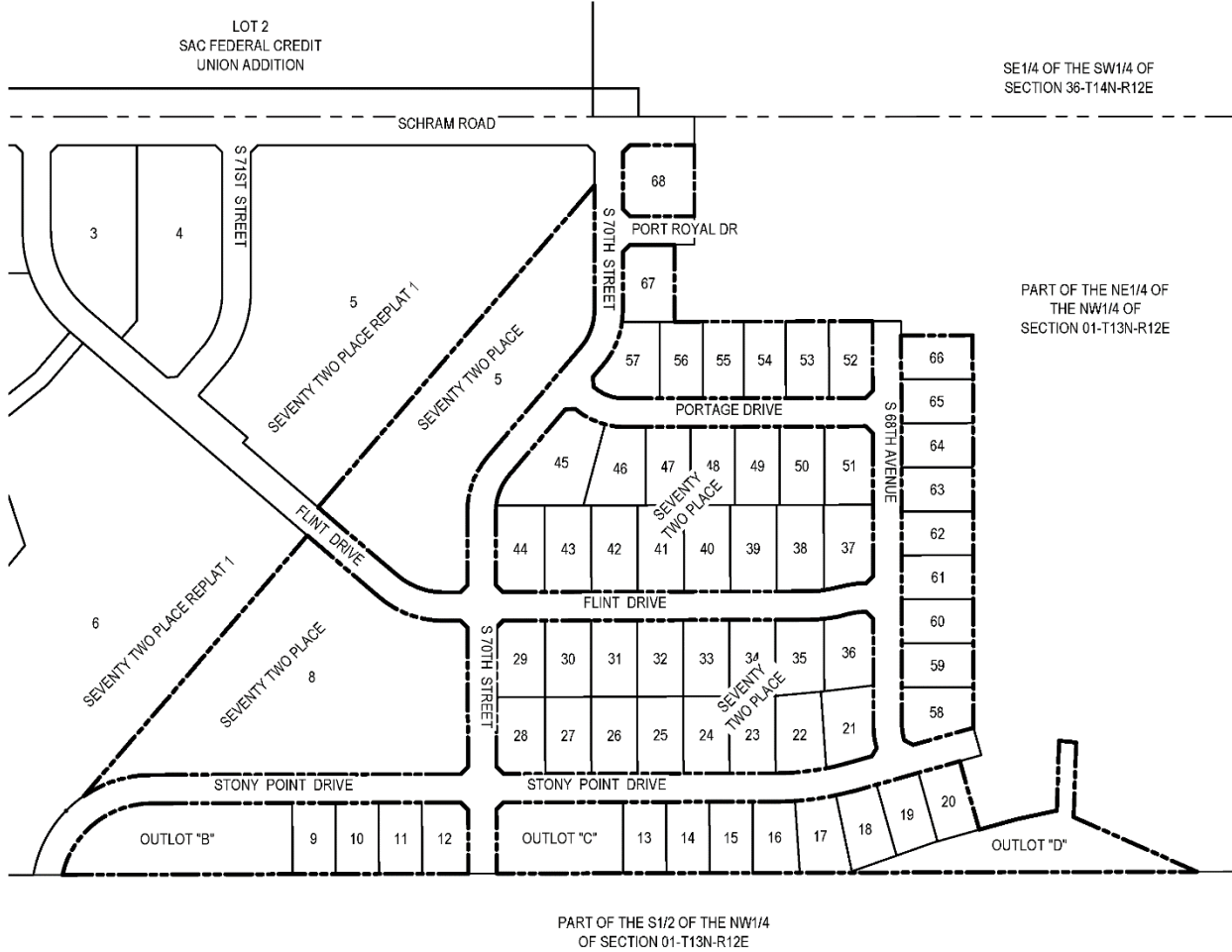
ESTABLISHED DISTRICTS



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



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.

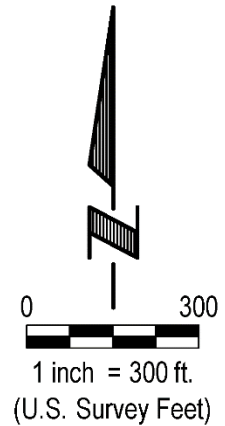


EXHIBIT "1"
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN

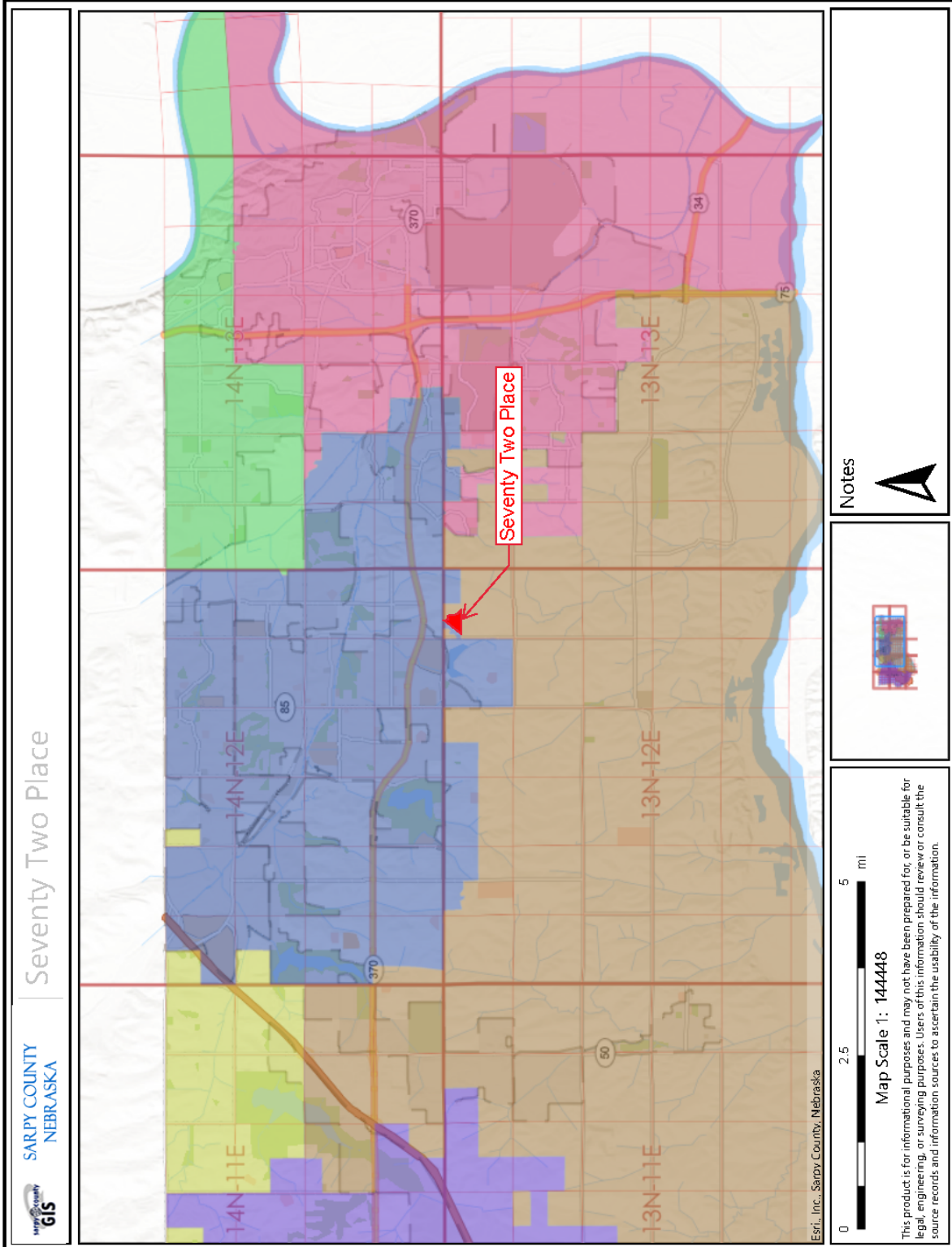
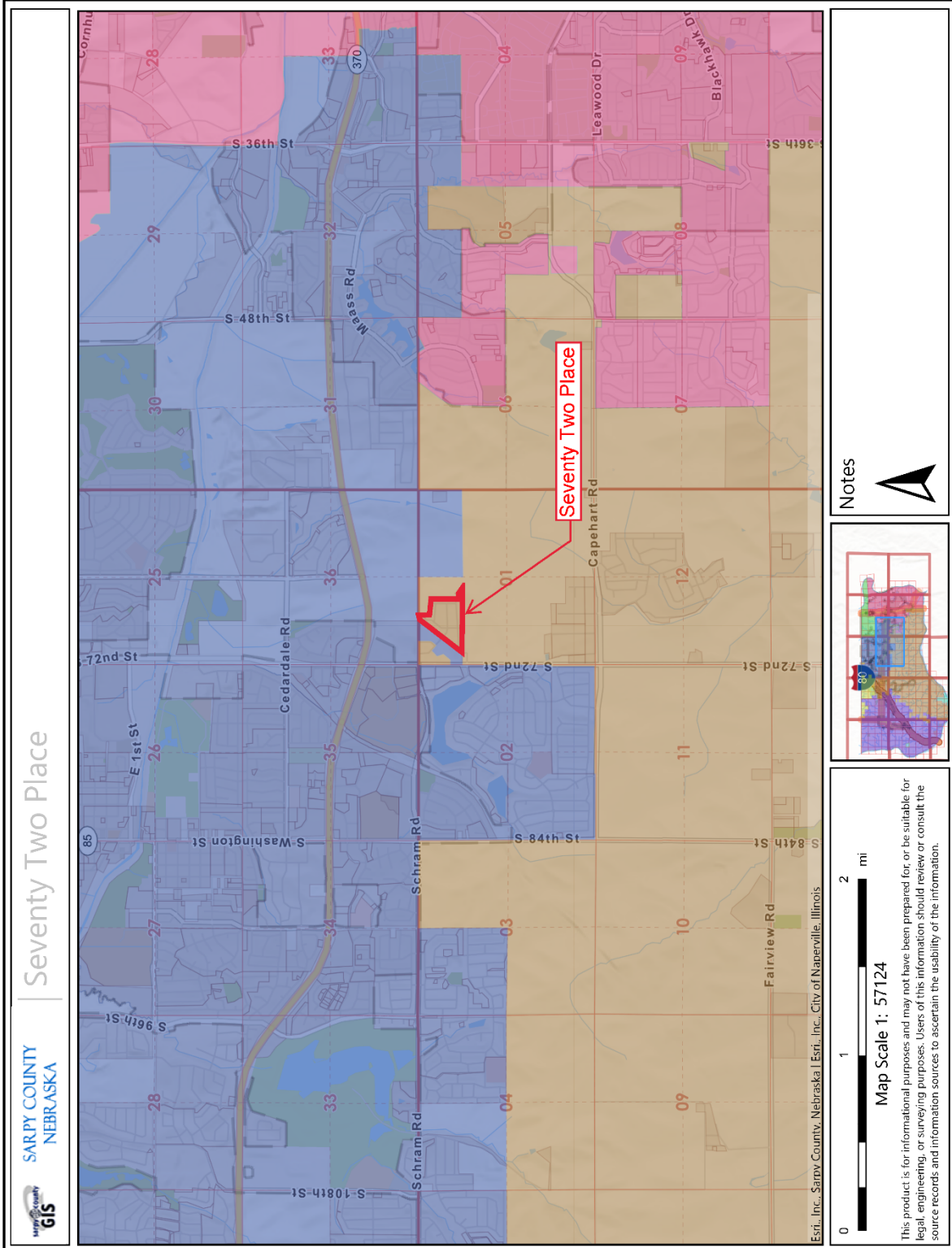


EXHIBIT "1"
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN





**Future Planning
February, 2024**

- | | |
|------------|--|
| 2/27/24 | Foundation Work Session 7:30 AM |
| 3/11/24 | Site Committee 6:00 PM
Finance Committee 6:30 PM
Board Meeting 7:00 PM |
| 3/11-3/15 | Spring Break - No School |
| 3/25/24 | Board Work Session Meeting 7:00 PM |
| 3/29 & 4/1 | No School |
| 4/5-4/8 | NSBA Conference |
| 4/8/24 | Change Board Meeting Date? |