

Board of Education Work Session

Board Room, Central Services Building

765 Main St

August 26, 2024 7:00 PM

Springfield, NE 68059

## **Agenda**

- I. Meeting Roll Call
- II. Notice of Open Meetings Act - Posted
- III. Consent Agenda
  - III.A. Bills for Approval
- IV. Public Comment
- V. Items for Discussion (Discussion Only)
  - V.A. Special Session Legislative Review
  - V.B. Budget Update for 2024-2025 School Year
  - V.C. Learning Community Grant
- VI. Action Items
  - VI.A. Certified Contract for Cynthia Jackson
  - VI.B. English Language Learners (ELL) Interlocal Agreement with Gretna Public Schools
  - VI.C. Transfer funds from the General Fund to Depreciation Fund
  - VI.D. Transfer funds from the General Fund to the Activity Fund
  - VI.E. Transfer funds from the General Fund to the Employee Benefit Fund
  - VI.F. MOU for Tennis Courts
- VII. Future Planning
- VIII. Adjourn

Springfield Platteview Community Schools

Board Bills for Approval August 26, 2024

Vendor Name	Invoice Description	Amount
<b>GENERAL FUND</b>		
AIRGAS USA, LLC	CYLINDER RENTAL	\$414.27
AMAZON CAPITAL SERVICES	SUPPLIES-TEACHER SUPPLIES	\$3,891.54
CENGAGE LEARNING	TEXTBOOKS	\$3,497.55
CITY OF SPRINGFIELD	BALLFIELD REPAIRS/WATER BILLS	\$19,010.49
CONSTRUCTION CONTAINERS & EXCAVATING, EGAN SUPPLY COMPANY	PHS STORAGE CONTAINER CUSTODIAN SUPPLIES	\$320.25 \$1,974.10
EHRKE, KIRSTEN	GOOGLE CERT TEST	\$10.00
EPS OPERATIONS, LLC	TEXTBOOKS	\$1,100.94
FIRST WIRELESS INC.	RADIOS-PHS	\$4,551.00
HASTY, MELISSA	PTC FAST/ADMIN DAYS	\$126.55
HAYES MECHANICAL, LLC	LEAK ON VALVE FOR COIL PACK-PC	\$589.87
HILLYARD / DES MOINES	CUSTODIAL SUPPLIES	\$986.42
INTERSTATE ALL BATTERY CENTER	BATTERIES	\$389.75
IXL LEARNING, INC.	IXL SOFTWARE	\$7,913.00
JOHNSON CONTROLS, INC.	MASTERCLOCK SERVICES	\$1,639.98
JOHNSON, DARIN	MILEAGE	\$308.20
KUTA SOFTWARE, LLC	SOFTWARE	\$784.00
LAKESHORE LEARNING MATERIALS	SHORT PAYMENT	\$39.94
LAYHER, PATTI	GOOGLE CERT TEST	\$10.00
LIBRARY STORE INC., THE	LIBRARY BAR CODES- WESTMONT	\$66.70
LODES, JULIE	GOOGLE CERTIFICATION TEST	\$10.00
Lucas, Jacqueline	SPED MEETING SUPPLIES	\$48.98
MATHESON TRI-GAS, INC.	REPAIRS TO WELDERS- PHS	\$934.53
MCS	CUSTODIAL SUPPLIES-DIST WIDE	\$1,158.93
NE SAFETY CENTER @ UNK	PUPIL TRANSPORTATION TRAINING	\$250.00
NOREDINK CORP	SOFTWARE	\$2,250.00
PAPILLION TACO GUY, THE	RETURN TO SCHOOL	\$854.00
PATHFUL INC	SOFTWARE	\$5,177.00
PHS ACTIVITY ACCOUNT	TRANSFER/SUPPLY REIMB	\$100,488.60
PHYSICIANS MUTUAL	STRATEGIC PLAN-SE	\$114.40
PIANO SHOWCASE	PIANO DOLLY-STEINKE	\$541.80
PITSCO INC.	FUEL ROCKET-STARTER-CRANEY	\$665.00
PRIME SECURED	HARDWARE/SOFTWARE	\$4,822.09
QUIZLET, INC.	2 QUIZZLET PLUS-EHRKE	\$68.38
RAINBOW GLASS AND SUPPLY	PHS COMMONS WINDOW	\$473.42
RAPID LOCKDOWNMAGNET	RAPID LOCKDOWN MAGNETS-PHS	\$147.50
REALLY GOOD STUFF,LLC	SUPPLIES-PC STORK	\$34.26
SPRINGFIELD ACE HARDWARE	WALLPLATE-CRANEY	\$256.48

SPCS-DEPRECIATION FUND	VAN REPLACEMENT/TURF REPLACE/TECH	\$150,000.00
SPCS-EMPLOYEE BENEFIT FUND	HEALTH BENEFITS	\$50,000.00
STERLING	IPAD CARTS	\$11,183.53
THEMES & VARIATIONS INC	MUSICPLAY ONLINE	\$400.00
TYPING.COM LLC	SOFTWARE	\$5,355.00
U.S. BANK	CREDIT CARD	\$3,566.74
ULINE	TRASH CANS FB FIELD	\$458.30
WEST MUSIC	MUSIC SUPPLIES	\$611.49
WORTHINGTON DIRECT	FURNITURE-SE	\$2,679.37
		\$390,174.35

*Nebraska Council of School Administrators*

**NCSA Final Legislative Report**

108th Legislature, 1st Special Session

*Convened: July 25, 2024*

*Adjourned Sine Die: August 20, 2024*

The 2024 Special Session spanned 27 calendar days, but will be known officially for lasting 17 "session days," which are days the Legislature is actually in session. This is the second-longest special session since the beginning of the Nebraska Unicameral Legislature in 1937. The longest single special session since the inception of the Unicameral occurred in 1963, which lasted 24 session days.

There were 81 bills and 24 constitutional amendments introduced during the 2024 Special Session. Five measures were passed and signed into law: LB 2, LB 3, LB 4, LB 34, and LB 34A. All five measures contained the emergency (E) clause, were passed by the Legislature and signed by the Governor on August 20, 2024, and became operative on August 21, 2024.

**Legislation Passed and Signed into Law**

<b>LB 2</b>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>
	Clements	Appropriations	Provide, change, and eliminate appropriations for operations of state government

LB 2, introduced by Senator Clements at the request of the Governor, is part of the Governor's 2024 Special Session budget adjustment recommendations for the 2023-2025 Biennium. The bill makes adjustments to appropriations to produce savings that were then applied to the School District Property Tax Relief Act.

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<b>LB 3</b>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>
	Clements	Appropriations	Provide, change, and eliminate provisions relating to funds

LB 3, introduced by Senator Clements at the request of the Governor, is part of the Governor's 2024 Special Session budget adjustment recommendations for the 2023-2025 Biennium. The bill authorizes and provides for fund transfers, changes certain fund transfer provisions, changes application of investment earnings, and amends certain fees. Funds derived from LB 3 will be transferred to the School District Property Tax Relief Act.

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<b>LB 4</b>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>
	Arch	N/A	Appropriate funds for special session expenses

For special sessions, an appropriation bill to fund the special session does not require referral to a committee for disposition or a public hearing. The measure automatically appears on General File for consideration by the Legislature.

LB 4, introduced by Speaker Arch at the request of the Governor, represents the funding required to conduct the Special Session. The bill appropriates \$126,860 for legislative services, the Office of the Clerk of the Legislature, and the Office of the Revisor of Statutes (bill drafters).

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<b>LB 34</b>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>
	Brewer	Revenue	Adopt the Property Tax Growth Limitation Act and the School District Property Tax Relief Act and change provisions relating to revenue and taxation

LB 34, introduced by Senator Brewer, became the shell bill used as the vehicle to advance a revised version of the Governor's original plan under LB 1.

There are two parts of LB 34. The first is to establish the Property Tax Growth Limitation Act, which would be applicable to counties, cities, and villages. The second is the creation of the School District Property Tax Relief Act.

LB 34 does not amend the school finance formula, nor does it change the Property Tax Request Act (LB 644, 2023), except to harmonize language with the intent of LB 34. The measure also does not change the lids under the School District Property Tax Limitation Act (LB 243, 2023).

#### Property Tax Growth Limitation Act

For purposes of the Act, "political subdivision" would mean counties, cities, and villages.

\* This Act does not apply to school districts or ESUs. \*

For fiscal years beginning on July 1, 2025, a political subdivision's property tax request for any year may not exceed its property tax request authority. The preliminary property tax request authority for each political subdivision would be the amount of property taxes levied by the county board of equalization for the political subdivision in the prior fiscal year, less the sum of exceptions utilized in the prior year (listed below). In addition to the preliminary property tax request authority, the political subdivision's property tax request authority could be increased in multiple ways, as detailed in the legislation.

A political subdivision could choose not to increase its total property taxes levied by the full amount of the property tax request authority allowed in a particular year. In such cases, the political subdivision could carry forward to future budget years the amount of unused property tax request authority, but accumulation of unused property tax request authority could not exceed an aggregate of 5% of the total property tax request authority from the prior year.

In addition to the preliminary property tax request authority, the political subdivision's property tax request authority may be increased by the product of:

- (a) The amount of property taxes levied in the prior year increased by the political subdivision's growth percentage, less the sum of exceptions utilized in the prior year (listed below); and
- (b) The greater of zero or the inflation percentage.

"Inflation percentage" means the annual percentage change in the State and Local Consumption Expenditures and Gross Investment, as reported for December of the prior calendar year for the preceding twelve-month period.

*Exceptions:*

- (1) The amount of property taxes budgeted for approved bonds;
- (2) The amount of property taxes needed to respond to an emergency declared in the preceding year, as certified to the auditor;
- (3) The amount of unused property tax request authority;
- (4) The amount of property taxes budgeted in support of:
  - (a) a service relating to an imminent and significant threat to public safety that (i) was not previously provided by the political subdivision and (ii) is the subject of an agreement or a modification of an existing agreement executed after the effective date of this act, whether provided by one of the parties to the agreement or by an independent joint entity or joint public agency or
  - (b) an interlocal agreement relating to public safety;
- (5) The increase in property tax request authority approved by the legal voters;
- (6) The amount of property taxes budgeted for public safety services; and
- (7) The amount of property taxes budgeted for county attorneys and public defenders.

School District Property Tax Relief Act

The Act would apply to tax year 2024 and each tax year thereafter. The total amount of relief granted for each tax year under the Act would be the following:

- Tax year 2024: \$750 million;
- Tax year 2025: \$780 million;
- Tax year 2026: \$808 million;
- Tax year 2027: \$838 million;
- Tax year 2028: \$870 million;
- Tax year 2029: \$902 million; and
- Tax year 2030 and each tax year after - the total amount of relief from the prior year increased by 3%.

\* The relief would be in the form of property tax credits, which appear on property tax statements. Property tax credits granted would be credited against the amount of property taxes owed to school districts. \*

In future fiscal years, it would be the intent of the Legislature that the relief amount would be transferred from the General Fund to the School District Property Tax Relief Credit Fund.

To determine the amount of the property tax credit for each parcel, the county treasurer would multiply the amount disbursed to the county by the ratio of the school district taxes levied in the prior year on the parcel to the school district taxes levied in the prior year on all real property in the county. The amount so determined would be the property tax credit for that parcel.

The amount disbursed to each county would be equal to the amount available for disbursement multiplied by the ratio of the school district taxes levied in the prior year on all real property in the county to the school district taxes levied in the prior year on all real property in the state. The disbursements to the counties would occur in two equal payments, the first by January 31 and the second by April 1.

The county treasurer would disburse amounts received, which are credited against the amount of property taxes owed to school districts, in the same manner as if the funds had been received in the form of property tax payments for property taxes owed to school districts, meaning any amounts attributable to divided taxes of the Community Development Law would be remitted to the applicable authority for which the taxes were divided.

If the real property owner qualifies for a homestead exemption, the owner would also be qualified for this property tax credit to the extent of any remaining liability after calculation of the homestead exemption. If the property tax credit results in a property tax liability on the homestead that is less than zero, the amount of the credit that cannot be used by the taxpayer would be returned to the Property Tax Administrator by July 1 of the year the amount disbursed to the county was disbursed. The Property Tax Administrator would immediately credit any returned funds to the School District Property Tax Relief Credit Fund.

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<b>LB 34A</b>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>
	Brewer	N/A	Appropriation bill for LB 34

The appropriation bill for LB 34 allocates \$156,000 from the General Fund for FY2024-25 to the Department of Revenue to carry out the provisions of LB 34.

The measure also appropriates \$750 million from the School District Property Tax Relief Credit Fund for FY2024-25 and \$780 million from the School District Property Tax Relief Credit Fund for FY2025-26 to the Department of Revenue to carry out the intent of LB 34.

# TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Sarpy County School District 77-0046, commonly known as Springfield Platteview Community Schools, referred to herein as the "Board" and "District" respectively, and **Cynthia Jackson**, 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 August 27, 2024, and conclude on May 22, 2025, and shall consist of 170 contract days of service. Teacher accepts such employment at a salary based upon placement on **Step 15 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, August 23, 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: Cynthia Jackson Date: 08/20/2024  
Teacher

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

## INTERLOCAL COOPERATION ACT AGREEMENT

This Agreement entered into this 26th day of August 2024, by and between **Sarpy County School District 77-0046, a/k/a Springfield-Platteview Community Schools**, hereinafter referred to as “Springfield-Platteview Community Schools,” and between **Sarpy County School District 77-0037, a/k/a Gretna Public Schools**, hereinafter referred to as “Gretna Public Schools.”

WHEREAS, Springfield-Platteview Community Schools is a political subdivision and a Class III school district under the laws and statutes of the State of Nebraska; and

WHEREAS, Gretna Public Schools is a political subdivision, and a Class III school district under the laws and statutes of the State of Nebraska; and

WHEREAS, Neb. Rev. Stat. §§13-801 to 13-827, also known as the “Interlocal Cooperation Act,” and other Nebraska laws encourage political subdivisions to make the most efficient use of their powers, and enable them to cooperate on the basis of mutual advantage and on a basis that will best serve the needs and desires of both parties, in the development and running of local government units;

WHEREAS, Springfield-Platteview Community Schools has English Language Learner (ELL) students (ELL Students) enrolled in that School District for the 2024-2025 school year; and,

WHEREAS, Springfield-Platteview Community Schools does not currently have for the 2024-2025 school year an ELL program sufficient to address the educational needs of the ELL Students; and,

WHEREAS, Gretna Public Schools has in place for the 2024-2025 school year an ELL program sufficient to address the educational needs of the ELL Students; and

WHEREAS, Springfield-Platteview Community Schools and Gretna Public desire to contract services to the mutual advantage of both school districts.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties to this Agreement do hereby agree as follows:

1. **Term of this Agreement.** This contract for educational service for the ELL Students shall be for a term, which commences on August 26th, 2024 and ends on May 23, 2024. Either School District shall have the right to terminate this Agreement as to each individual ELL Student in the event that an ELL Student ceases enrollment in the Gretna Public Schools. The Springfield-Platteview Public School District shall be obligated to notify the Gretna Public School District of the ending of the enrollment of such ELL Students. To exercise such right of termination, the School District exercising such right shall deliver a written notice of termination to the President of the Board of Education of the other School District within 10 calendar days of being notified of the ending of the ELL Student’s enrollment.

2. **S-PPSD Applications for enrollment of ELL Students – Springfield Platteview**

Public School District (S-PPSD) may apply to the Gretna Public School District (GPSD) to enroll ELL students in GPSD English Language Learner (ELL) school programs; provided the number of ELL students does not exceed six (6) students. In the event the S-PPSD would require services for more than six (6) students, GPSD will consider the applications based on capacity and staffing of the GPSD ELL program. The determination of capacity shall be made by GPSD, whose decision is final.

**3. Costs of Educational Services and Transportation.**

3.1 Educational Services. Springfield-Platteview Community Schools shall pay to the Gretna Public Schools the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per scheduled school day of attendance of the ELL Students for educational services provided to each such ELL Student residing in the Springfield-Platteview Public School that is enrolled as a student in the Gretna Public Schools under this Agreement. The ELL Students shall be deemed students of the Springfield-Platteview Community Schools, subject to the Springfield-Platteview Public School academic standards, and reported to the Nebraska Department of Education as Springfield-Platteview Community Schools students.

3.2 Transportation Costs. Transportation and related expenses for travel from the residence of the ELL Students in the Springfield-Platteview Community Schools to the Gretna Public School facility to which the ELL Students are assigned shall be provided and paid for by the Springfield-Platteview Community Schools.

3.3 Payments. Springfield-Platteview Community Schools shall pay the amounts provided herein to Gretna Public Schools monthly, with the first payment due September 20, 2024, or in such amounts and on such dates as otherwise agreed from time to time. It is further agreed that the school districts may maintain a Shared Resources Ledger and that set-offs and credits may be made on the financial obligations of the school districts under this Agreement, and that such set-offs and credits may be made in lieu of payments.

**4. Educational Program, Supplies and Support Staff.** The Gretna Public Schools shall determine and provide appropriate curriculum, instruction and facilities, and supplies, testing materials, equipment and support staff (e.g., teachers, para-educators and other staff) to provide the necessary educational services to the ELL Students. The cost of supplies (for example, testing materials), equipment and support staff which benefit both school districts shall be paid by the Gretna Public Schools.

**5. Applicable Policies and Resolutions of Conflicts.** In the provision of the ELL services to the EL Students shall operate under the policies of Gretna Public Schools, and shall be under the direction and supervision of Gretna Public Schools.

**6. Operations.** No separate legal or administrative entity is created under this Interlocal Agreement. Other school districts or entities, which qualify as public agencies under the Act, may enter into this Agreement by amendment hereto executed and approved by all parties.

**7. Indemnification.** The Parties shall indemnify and hold each other, and its Board members, employees and agents harmless, from any claims, expenses (including attorneys' fees

and litigation expenses), damages or losses either may suffer as a result of any claims made under, in the administration of, or regarding the validity of this Agreement or the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to liability, or taxpayer or regulatory claims.

8. **Amendment of Interlocal Agreement.** This Agreement may only be amended in writing. This Agreement will not automatically extend beyond the initial term unless the parties enter into a subsequent written agreement. The Superintendents of each school district shall notify the other, on or before May 1, 2024, of their intent to extend the term of the agreement for the subsequent year.

9. **Miscellaneous.** This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

<b>Sarpy County School District 77-0046, a/k/a Springfield-Platteview Community Schools</b>	<b>Sarpy County School District 77-0037, a/k/a Gretna Public Schools</b>
BY: _____ President	BY: _____ President
ATTEST:  _____	ATTEST:  _____
Secretary	Secretary

## **MEMORANDUM OF UNDERSTANDING SID TENNIS COURTS**

This Memorandum of Understanding ("MOU") is entered into by and between Springfield-Platteview Community Schools ("School"), legally known as Sarpy County School District 77-0046, and Sanitary and Improvement District No. 23 of Sarpy County, Nebraska ("SID"). It is mutually agreed that this is a legally binding document to the fullest extent allowed by law.

WHEREAS, the Parties are political subdivisions of the State of Nebraska;

WHEREAS, the SID is the owner of certain tennis courts found in "Apollo Park", which is located within the boundaries of the SID; and

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have taken, or will take, action authorizing each party to approve and enter into this MOU;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

- 1. Recitals.** The foregoing recitals are hereby incorporated into and made a part of this MOU.
- 2. Purpose.** The purpose of this MOU is to share certain real property and its improvements owned by the SID for recreational purposes, primarily tennis (hereinafter "Facility"). The real property is legally described in **Exhibit A** which is attached hereto and incorporated herein by this reference.
- 3. Term.** This MOU shall be for a one-year term commencing on September 3, 2024, and continuing through August 31, 2024, unless terminated by the Parties as provided herein.

**4. School Representative.** Following is the School representative who is authorized to act on the School's behalf with respect to this MOU:

Name: Ryan Saunders  
Title: Superintendent  
Phone: 402-592-1300  
Email: [ryan.saunders@spcsne.org](mailto:ryan.saunders@spcsne.org)

**5. SID Representative.** Following is the SID representative who is authorized to act on the SID's behalf with respect to this MOU:

Name: Mark Johnson  
Title: Attorney for SID 23  
Phone: 402-334-0700  
Email: [mjohnson@fjjblaw.com](mailto:mjohnson@fjjblaw.com)

**6. Payment Terms/Payment Schedule.** The School and the SID agree that there is no cost to use the Facility.

**7. Control and Supervision.** During their respective use of the Facility, the Parties shall exercise that degree of control and supervision as is necessary for the effective management and use of the Facility. Such control and supervision will include the enforcement of any rules and regulations adopted by the SID for the safety of persons engaged in use of the Facility.

**8. Operations and Use.** The SID shall have the right and responsibility for the control of the use of the Facility provided, however, that the School shall have priority use of the Facility for its tennis activities and functions, which shall be limited to practices and which shall generally occur between the hours of 6:30 a.m. and 8:30 p.m., Monday through Saturday. The Parties' representatives shall be responsible for meeting and coordinating schedules. For the sake of clarity, the Parties agree that the School shall not be permitted to use the Facility to held games, matches, or tournaments.

**9. Use of Facility by Other Persons or Organizations.** The SID may allow other individuals, entities, or organizations not subject to this MOU to use the Facility, provided that the use by others does not interfere with the rights granted to the School in this MOU.

**10. General Care.** The SID will be responsible for the general maintenance and care of the Facility. "General maintenance and care of the

Facility” means providing maintenance and care that would typically be provided by a political subdivision in similar circumstances and that is not otherwise identified by the terms of this MOU. The School shall be responsible for inspecting the Facility prior to each use to ensure that the playing surfaces and all other aspects of the Facility are safe and suitable for their intended use. Any deficiencies shall be communicated by the School to the SID as soon as possible.

**11. Facility Improvements and Maintenance.** The SID may make such alterations, improvements, and repairs to the Facility as they desire, provided that they do not interfere with the School’s use of the Facility.

**12. Intentionally Deleted.**

**13. Damage or Destruction.** The Parties agree that in the event of the damage or destruction of the Facility, it shall be restored to the same use to the extent possible with insurance proceeds. No party shall be obligated to restore the Facility beyond what can be provided with insurance proceeds. In the event that insurance proceeds are insufficient to repair or replace the Facility, this MOU shall terminate.

**14. Nondiscrimination.** The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**15. Employment Eligibility Verification.** The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this MOU, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**16. Termination.** The Parties may terminate this MOU prior to its scheduled termination date only if both of the Parties’ governing boards take official action to do the same. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this MOU.

**17. Default.** A Party shall be in default under this MOU if it breaches, defaults on or otherwise fails to perform or satisfy any MOU, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the Party receives written notice of such breach or failure to perform from the other Party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching Party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a Party, the remaining Parties may pursue any remedy provided by law.

**18. Insurance.** Each Party shall obtain and maintain liability insurance coverage for any personal injuries to any person or person on or about the Facility during the terms of this MOU in the amounts of \$1,000,000 for one accident and \$5,000,000 in the aggregate. The School's liability policy shall name the SID as an additional insured. Each Party shall furnish a certificate of insurance to the undersigned representatives of every other Party upon request. The parties shall otherwise obtain and pay for such other insurance it deems necessary and appropriate or as otherwise required by law.

**19. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to defend, indemnify, and hold harmless one another from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the purposes herein specified and which are caused, in whole or in part, by the negligent act or omission of either party.

**20. Authority to Execute MOU.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this MOU on behalf of their entity and that this MOU is binding upon their entity in accordance with its terms.

**21. Notice.** Each Party giving any Notice ("Notice") under this MOU must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the School's Superintendent and SID's representative) Notice shall be sent to the following addressees:

School: Springfield-Platteview Community Schools

Attn: Superintendent  
765 Main Street  
Springfield, NE 68059

SID: SID 23  
Mark B. Johnson  
11440 West Center Road, Suite C  
Omaha, NE 68144  
Phone: 402-334-0700  
Email: [mjohnson@fjjblaw.com](mailto:mjohnson@fjjblaw.com)

Notice is effective only if the party giving the Notice has complied with this section.

**22. Reservation of Rights.** Each Party reserves the right to enforce its own rights, obligations, or benefits of this MOU.

**23. Amendments and Modifications.** The Parties may amend or modify this MOU only by a signed, written unanimous document that identifies itself as an amendment or modification to this MOU. No other alterations in the terms of this MOU shall be valid or binding.

**24. Severability.** If any provision of this MOU is determined to be unenforceable, the remaining provisions of this MOU remain in full force, if the essential terms and conditions of this MOU for each party remain enforceable.

**25. Counterparts.** The Parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one MOU. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this MOU in the presence of the other Parties to this MOU. This MOU is effective upon delivery of one executed counterpart from each party to the other party. In proving this MOU, a party must produce or account only for the executed counterpart of the party to be charged.

**26. Assignment.** The Parties shall not assign or otherwise dispose of this MOU or any duty, right, or responsibility contemplated in this MOU to any other person or entity without the previous written consent of the other Parties.

**27. Entire MOU.** The MOU is the complete and exclusive expression of the Parties' MOU on the matters contained in this MOU. All prior and contemporaneous negotiations and MOUs between the Parties on the matters contained in this MOU are expressly merged into and superseded by this MOU.

**SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SID**

By: \_\_\_\_\_

Name: Jeannine Glesmann

Title: Chairperson

Date: September 3, 2024

## **Exhibit A**

The SID is the owner of the following described real property:

**[INSERT SITE MAP IF AVAILABLE]**



**Future Planning  
August 2024**

- |             |   |
|-------------|---|
| 9/2/24      | No School - Labor Day   |
| 9/9/24      | Finance Committee Meeting 6:00 P.M.<br>Budget Hearing 6:45 P.M.<br>Board Meeting 7:00 P.M.              |
| 9/19/24     | Joint Public Hearing 6:30 p.m @ Aspen Creek Middle School in Gretna – 18414 Summit Dr, Omaha, NE 68136. |
| 9/20/24     | Foundation Meeting 7:00 A.M.  |
| 9/23/24     | Special Tax Hearing 6:45<br>Board Work Session 7:00 P.M.<br>Tax Resolution<br>Budget Resolution         |
| 9/24/24     | NASB Area Membership Meeting  |
| 9/27/24     | No School - Teacher Inservice   |
| 10/4/24     | Homecoming  |
| 10/14/24    | Policy Committee Meeting 6:00 P.M<br>Finance Committee Meeting 6:30 P.M/<br>Board Meeting 7:00 P.M.     |
| 10/16-10/17 | Parent Teacher Conferences - Early dismissal  |
| 10/18/24    | No School - Comp day  |
| 10/28/24    | Board Work Session 7:00 P.M.  |
| 11/12-11/13 | School Improvement Visit  |