

Board of Education Work Session

February 23, 2026 7:00 PM

SPCS Administration Building
765 Main Street
Springfield, NE 68059

Agenda

- I. Policy Committee Meeting
 - I.A. 3 Year Policy Reviews
- II. Meeting Roll Call
- III. Notice of Open Meetings Act - Posted
- IV. Public Comment
- V. Items for Discussion (Discussion Only)
 - V.A. Legislative Update - Bromm & Associates
 - V.B. Wage Increases for Admin and Classified Staff
 - V.C. Staffing and Hiring Updates
 - V.D. Bond and Project Updates
- VI. Action Items
 - VI.A. Approval of administrative intern contract for 2026-27
 - VI.B. Consider and take any necessary action regarding the City of Springfield
Facility Use Agreements
- VII. Future Planning
- VIII. Adjourn

3005
School Activities Fund

The superintendent of schools shall establish an activities fund account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. The school activities fund is a school district account. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

The superintendent shall manage the activities fund and serve as its treasurer. The superintendent may divide the activities fund into more than one account to allocate portions of the fund for different purposes.

Funds in an activity's account after the activity ceases to exist shall be transferred to the general fund or such other fund as the board may choose. Funds left in a graduating class's account may be transferred into any other school account at any time after graduation upon board approval.

As school activities are a responsibility of the school district, any deficit in the activity fund shall be paid from the general fund.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

3008
Gifts, Grants and Bequests

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably believes has a fair market value of \$5,000 or less. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

**3009
Audit**

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor is not obligated to follow generally accepted accounting principles (GAAP) but shall conduct the audit according to the standards of the auditing profession.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

3015
Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

3021
Operation of School Business Office

The central office of the school district shall generally be open for business from 7:30 a.m. to 4:00 p.m. every weekday except for New Year's Day, President's Day, Easter Monday, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving and Christmas Day.

The office shall generally be open, even on days when school is canceled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

3027

Resolution of Conflicts Between Parents Over School Issues

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

1) Obtaining Records and Confering with Teachers.

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

2) Accessing a Child at School/Picking Up a Child.

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

3029
Distribution of Flyers Advertising Non-School Organization
Activities

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: 02-13-2023

Revised on: _____

Reviewed on: _____

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 **Lauren Wright**, 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 6, 2026, and conclude on or about May 21, 2027, and shall consist of 184 contract days of service with 14 additional contract days. Teacher accepts such employment at a salary based upon placement on **Step 10 of Lane MA** 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, 2026, 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 27, 2026** 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: Lauren Wright Date: 2/11/26
Teacher

By: _____ Date: _____
Board President

Attest: _____ Date: _____
Board Secretary

**CITY PARK BALLFIELD FACILITIES LICENSE AGREEMENT
CITY OF SPRINGFIELD, SPRINGFIELD PLATTEVIEW COMMUNITY
SCHOOLS AND TROJAN ATHLETIC ASSOCIATION**

Comes now the City of Springfield, a Political Subdivision of the State of Nebraska, (hereinafter referred to as “City”), Springfield Platteview Community Schools, a Political Subdivision of the State of Nebraska, (hereinafter referred to as “School District”), and Trojan Athletic Association, LLC, a Nebraska Limited Liability Company, (hereinafter referred to as “TAA”), and hereby jointly and mutually agree as follows:

WHEREAS, City is the owner of City Park located at 600 Cedar Street, Springfield, Nebraska, which is depicted on attached Exhibit “A”; and

WHEREAS, School District uses City Park for high school girls’ softball practices and games; and

WHEREAS, TAA requests to use City Park for youth baseball and softball practices, games and tournaments; and

WHEREAS, the Parties desire to outline responsibilities for the operation and maintenance of the ballfield at City Park; and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

Facilities

The City grants School District and TAA a revocable, non-exclusive license to use the following facilities at City Park:

- Baseball/softball field
- Concession stand
- Restroom facilities
- Parking areas
- Batting cages

Term

This Agreement shall take effect March 1, 2026, and terminate on December 31, 2026, unless earlier terminated as provided herein. Any renewal or extension must be approved in writing by the City.

City Maintenance and Operation Responsibilities

The City hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at City Park:

- To mow the outfield and surrounding park area once per week, weather permitting, when and if needed.
- To keep fences, concession stand structure, restroom facilities, equipment garage, bleachers, and outfield irrigation equipment (if installed) in good condition and make repairs as necessary.
- To maintain the parking area and sidewalks.
- To monitor trash receptacles on a regular basis and to pay for trash services.
- To maintain the field lights.
- To pay electricity usage for field lights and concession stand with the understanding that School District and TAA shall reimburse City for said charges incurred during their usage dates identified in this Agreement.
- To provide water to the concession stand, restroom facilities, and irrigation system.
- To stock the restrooms with products and supplies, including but not limited to paper towels, toilet paper, and hand soap, since the restrooms are open to the public during park hours.
- To fertilize and apply pesticides to outfield grass areas as necessary.

School District Maintenance Responsibilities

The School District hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at City Park during their use of the property from approximately July through October:

- To drag, chalk, and otherwise mark the ballfields (field preparation before and after games and tournaments).
- To maintain the infield in good condition including spraying for weeds and filling holes as needed.
- To provide all supplies for maintaining the ballfields in good condition. School District and TAA shall cost share the purchase of supplies, such as chalk, bases, etc.
- To purchase and apply Agra-lime as needed for the season. School District and TAA shall cost share the purchase of Agra-lime.
- To stock the concession stand with products, supplies and equipment as needed for games and tournaments and maintain said equipment.
- To properly clean the concession stand and lock the building up after games and tournaments.
- To collect and remit sales tax as required by Nebraska statute on concession stand sales.
- To police the area before and after practices, games and tournaments for trash. "Area" includes around the field, spectator seatings areas, concession stand,

restroom facilities, and parking lot. To deposit trash in appropriate receptacles and empty trash receptacles into onsite dumpster after games and tournaments.

- To notify the City of any damages to ballfield facilities.
- To provide a contact name, phone number and email address for the City to communicate with throughout the season.

School District's responsibilities identified within this agreement are in addition to responsibilities identified in the Interlocal Agreement dated May 13, 2013, between School District and City.

TAA Maintenance Responsibilities

TAA hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at City Park during their use of the property from approximately March through July:

- To drag, chalk, and otherwise mark the ballfields (field preparation before and after games and tournaments).
- To maintain the infield in good condition including spraying for weeds and filling holes as needed.
- To provide all supplies for maintaining the ballfields in good condition. School District and TAA shall cost share the purchase of supplies, such as chalk, bases, etc.
- To purchase and apply Agra-lime as needed for the season. School District and TAA shall cost share the purchase of Agra-lime.
- To stock the concession stand with products, supplies and equipment as needed for games and tournaments and maintain said equipment.
- To properly clean the concession stand and lock the building up after games and tournaments.
- To collect and remit sales tax as required by Nebraska statute on concession stand sales.
- To police the area before and after practices, games and tournaments for trash. "Area" includes around the field, spectator seatings areas, concession stand, restroom facilities, driveway from the concession to the parking lot and in the parking lot. To deposit trash in appropriate receptacles and empty trash receptacles into onsite dumpster after games and tournaments.
- To notify the City of any damages to ballfield facilities.
- To provide a contact name, phone number and email address for the City to communicate with throughout the season.

Rules of Use and Conduct

School District and TAA, its participants, coaches, volunteers, and spectators shall comply with all City ordinances, park rules, and policies. Prohibited activities include, but are not limited to:

- Alcohol, tobacco, vaping, and illegal substances
- Motor vehicles on field areas
- Destruction or alteration of City property

The City may remove individuals or suspend use for violations.

City Park Improvements

If School District or TAA desire to make improvements to the ballfield, which are not included in the responsibility list above, School District and/or TAA shall abide by the following:

- Obtain written permission from the City prior to starting the improvement or hiring a contractor to perform services on the desired improvement.
- Provide the City with a Certificate of Insurance from the contractor naming the City as an additional named insured on its liability insurance policy and providing the insurance types and limits as required by the City. The Certificate of Insurance shall be provided to and approved by the City prior to work commencing.
- Provide the City Administrator and City Parks Director with project updates.
- Obtain approval from the City for any changes to the scope of the project.

Any improvements to the ballfield that are cost shared between the City, School District, and/or TAA shall be paid for by the City and reimbursed by School District and/or TAA within thirty (30) days of receipt of the invoice from City.

All improvements constructed pursuant to this agreement shall be the sole property of the City, with the exception of equipment specifically used in the concession stand (i.e. refrigerator, hot dog machine, grill, etc.).

Supervision

School District and TAA shall provide adequate adult supervision at all times during use of the ballfield at City Park. School District and TAA shall ensure coaches and volunteers comply with applicable youth safety and background check requirements.

Safety and Emergency Procedures

School District and TAA assume responsibility for first aid and injury response for its participants. School District and TAA shall follow City emergency procedures, including weather-related evacuations, and shall immediately report serious incidents to the City.

Insurance

School District and TAA shall maintain insurance coverage throughout the term of this Agreement, including Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as Additional Insureds. Certificates of insurance shall be provided prior to use.

Indemnification

To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the parties shall each indemnify and hold harmless the others and their directors, officers, invitees, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages, or losses that may occur or may be claimed with respect to any person in or about City Park and resulting from any act done or omission of the indemnifying party or its agents, employees, invitees or any person connected or associated with the use of City Park.

Damage to Property

School District and TAA shall be responsible for any damage to City property caused by School District and TAA, its participants, or spectators, and shall reimburse the City for repair or replacement costs.

Compliance with Laws

School District and TAA shall comply with all applicable federal, state, and local laws, including Nebraska statutes administrative code regulations and City ordinances.

Non-Discrimination

No party to this agreement shall discriminate against any employee or applicant for employment to be employed in the performance of this agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her race, color, religion, sex, disability or national origin.

No party to this agreement shall directly or indirectly refuse, withhold from, deny, or attempt to refuse, withhold or deny, to any other person any of the accommodations, advantages, facilities, services or privileges in City Park on the basis of race, creed, color, sex, religion, national origin or ancestry.

Assignment and Subleasing

School District and TAA shall not assign this Agreement or permit use of the facilities by any third party without the prior written consent of the City.

Cancellations and Force Majeure

The City may cancel or suspend use due to weather, emergencies, or circumstances beyond its control. The City shall not be liable for losses resulting from such cancellation.

Default and Termination

All parties shall have the right to terminate this Agreement with forty-five (45) days written notice to the other parties.

Notices

All notices under this Agreement shall be in writing and delivered to the following:

City: City of Springfield
PO Box 189
170 N. 3rd Street
Springfield, NE 68059

School District: Springfield Platteview Community Schools
765 Main Street
Springfield, NE 68059

TAA: Trojan Athletic Association, LLC
PO Box 326
Springfield, NE 68059

Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Venue for any action shall lie in the courts of the State of Nebraska.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, we the contracting parties, by our respective duly authorized agents, hereto affix our signatures and seals this _____ day of _____, 2026.

ATTEST:

CITY OF SPRINGFIELD,
STATE OF NEBRASKA

By: _____
Mayor

ATTEST:

SPRINGFIELD-PLATTEVIEW
SCHOOL DISTRICT

By: _____
Chairman

ATTEST:

TROJAN ATHLETIC ASSOCIATION, LLC

By: _____
Managing Member

**BUFFALO PARK BALLFIELD FACILITIES LICENSE AGREEMENT
CITY OF SPRINGFIELD, SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS,
SPRINGFIELD BASEBALL ASSOCIATION, AND TROJAN ATHLETIC ASSOCIATION**

Comes now the City of Springfield, a Political Subdivision of the State of Nebraska, (hereinafter referred to as “City”), Springfield Platteview Community Schools, a Political Subdivision of the State of Nebraska, (hereinafter referred to as “School District”), Springfield Baseball Association, a Nebraska Non-Profit Corporation, (hereinafter referred to as “SBA”), and Trojan Athletic Association, LLC, a Nebraska Limited Liability Company, (hereinafter referred to as “TAA”), and hereby jointly and mutually agree as follows:

WHEREAS, City is the owner of Buffalo Park located at 305 S. 6th Street, Springfield, Nebraska, which is depicted on attached Exhibit “A”; and

WHEREAS, School District uses Buffalo Park for high school boys’ baseball practices and games; and

WHEREAS, SBA uses Buffalo Park for Legion baseball practices, games and tournaments; and

WHEREAS, TAA requests to use Buffalo Park for 14U baseball practices, games and tournaments; and

WHEREAS, the Parties desire to outline responsibilities for the operation and maintenance of the ballfield at Buffalo Park; and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

Facilities

The City grants School District, SBA, and TAA a revocable, non-exclusive license to use the following facilities at Buffalo Park:

- Baseball field
- Concession stand
- Restroom facilities
- Parking areas
- Batting cages

Term

This Agreement shall take effect March 1, 2026, and terminate on December 31, 2026, unless earlier terminated as provided herein. Any renewal or extension must be approved in writing by the City.

City Maintenance and Operation Responsibilities

The City hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at Buffalo Park:

- To mow the outfield and surrounding park area once per week, weather permitting, when and if needed.
- To keep fences, concession stand structure, restroom facilities, equipment garage, bleachers, and outfield irrigation equipment (if installed) in good condition and make repairs as necessary.
- To maintain the parking area, sidewalks, block stadium seating wall, and concrete steps by the concession stand.
- To monitor trash receptacles on a regular basis and to pay for trash services.
- To maintain the field lights.
- To pay electricity usage for field lights and concession stand with the understanding that School District, SBA and TAA shall reimburse City for said charges incurred during their usage dates identified in this Agreement.
- To provide water to the concession stand, restroom facilities, and irrigation system.
- To fertilize and apply pesticides to outfield grass areas as necessary.

School District Maintenance Responsibilities

The School District hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at Buffalo Park during their use of the property from approximately March through May:

- To drag, chalk, and otherwise mark the ballfields (field preparation before and after games and tournaments).
- To maintain the infield in good condition including spraying for weeds, filling holes, mowing and trimming as needed.
- To provide all supplies for maintaining the ballfields in good condition. School District, SBA and TAA shall cost share the purchase of supplies, such as chalk, bases, etc.
- To purchase and apply Agra-lime as needed for the season. School District, SBA and TAA shall cost share the purchase of Agra-lime.
- To stock the restrooms with products and supplies, including but not limited to paper towels, toilet paper, and hand soap, for practices, games and tournaments.
- To stock the concession stand with products, supplies and equipment as needed for games and tournaments and maintain said equipment.
- To properly clean the restroom facilities and lock them up after practices, games and tournaments.
- To properly clean the concession stand and lock the building up after games and tournaments.

- To collect and remit sales tax as required by Nebraska statute on concession stand sales.
- To police the area before and after practices, games and tournaments for trash. “Area” includes around the field, spectator seatings areas, concession stand, restroom facilities, driveway from the concession to the parking lot and in the parking lot. To deposit trash in appropriate receptacles and empty trash receptacles into onsite dumpster after games and tournaments.
- To notify the City of any damages to ballfield facilities.
- To provide a contact name, phone number and email address for the City to communicate with throughout the season.

School District’s responsibilities identified within this agreement are in addition to responsibilities identified in the Interlocal Agreement dated May 13, 2013, between School District and City.

SBA Maintenance Responsibilities

SBA hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at Buffalo Park during their use of the property from approximately May through August:

- To drag, chalk, and otherwise mark the ballfields (field preparation before and after games and tournaments).
- To maintain the infield in good condition including spraying for weeds, filling holes, mowing and trimming as needed.
- To provide all supplies for maintaining the ballfields in good condition. School District, SBA and TAA shall cost share the purchase of supplies, such as chalk, bases, etc.
- To purchase and apply Agra-lime as needed for the season. School District, SBA and TAA shall cost share the purchase of Agra-lime.
- To stock the restrooms with products and supplies, including but not limited to paper towels, toilet paper, and hand soap, for practices, games and tournaments.
- To stock the concession stand with products, supplies and equipment as needed for games and tournaments and maintain said equipment.
- To properly clean the restroom facilities and lock them up after practices, games and tournaments.
- To properly clean the concession stand and lock the building up after games and tournaments.
- To collect and remit sales tax as required by Nebraska statute on concession stand sales.
- To police the area before and after practices, games and tournaments for trash. “Area” includes around the field, spectator seatings areas, concession stand, restroom facilities, driveway from the concession to the parking lot and in the parking

lot. To deposit trash in appropriate receptacles and empty trash receptacles into onsite dumpster after games and tournaments.

- To notify the City of any damages to ballfield facilities.
- To provide a contact name, phone number and email address for the City to communicate with throughout the season.

TAA Maintenance Responsibilities

TAA hereby agrees to the following responsibilities for the operation and maintenance of the ballfield at Buffalo Park during their use of the property from approximately March through July:

- To drag, chalk, and otherwise mark the ballfields (field preparation before and after games and tournaments).
- To coordinate maintenance of the infield with SBA including spraying for weeds, filling holes, mowing and trimming as needed.
- To provide all supplies for maintaining the ballfields in good condition. School District, SBA and TAA shall cost share the purchase of supplies, such as chalk, bases, etc.
- To purchase and apply Agra-lime as needed for the season. School District, SBA and TAA shall cost share the purchase of Agra-lime.
- To stock the restrooms with products and supplies, including but not limited to paper towels, toilet paper, and hand soap, for practices, games and tournaments.
- To stock the concession stand with products, supplies and equipment as needed for games and tournaments and maintain said equipment.
- To properly clean the restroom facilities and lock them up after practices, games and tournaments.
- To properly clean the concession stand and lock the building up after games and tournaments.
- To collect and remit sales tax as required by Nebraska statute on concession stand sales.
- To police the area before and after practices, games and tournaments for trash. "Area" includes around the field, spectator seatings areas, concession stand, restroom facilities, driveway from the concession to the parking lot and in the parking lot. To deposit trash in appropriate receptacles and empty trash receptacles into onsite dumpster after games and tournaments.
- To notify the City of any damages to ballfield facilities.
- To provide a contact name, phone number and email address for the City to communicate with throughout the season.

Rules of Use and Conduct

School District, SBA and TAA, its participants, coaches, volunteers, and spectators shall comply with all City ordinances, park rules, and policies. Prohibited activities include, but are not limited to:

- Alcohol, tobacco, vaping, and illegal substances
- Motor vehicles on field areas
- Destruction or alteration of City property

The City may remove individuals or suspend use for violations.

Buffalo Park Improvements

If School District, SBA or TAA desire to make improvements to the ballfield, which are not included in the responsibility list above, School District, SBA and/or TAA shall abide by the following:

- Obtain written permission from the City prior to starting the improvement or hiring a contractor to perform services on the desired improvement.
- Provide the City with a Certificate of Insurance from the contractor naming the City as an additional named insured on its liability insurance policy and providing the insurance types and limits as required by the City. The Certificate of Insurance shall be provided to and approved by the City prior to work commencing.
- Provide the City Administrator and City Parks Director with project updates.
- Obtain approval from the City for any changes to the scope of the project.

Any improvements to the ballfield that are cost shared between the City, School District, SBA and/or TAA shall be paid for by the City and reimbursed by School District, SBA and/or TAA within thirty (30) days of receipt of the invoice from City.

All improvements constructed pursuant to this agreement shall be the sole property of the City, with the exception of equipment specifically used in the concession stand (i.e. refrigerator, hot dog machine, grill, etc.).

Supervision

School District, SBA and TAA shall provide adequate adult supervision at all times during use of the ballfield at Buffalo Park. School District, SBA and TAA shall ensure coaches and volunteers comply with applicable youth safety and background check requirements.

Safety and Emergency Procedures

School District, SBA and TAA assume responsibility for first aid and injury response for its participants. School District, SBA and TAA shall follow City emergency procedures,

including weather-related evacuations, and shall immediately report serious incidents to the City.

Insurance

School District, SBA and TAA shall maintain insurance coverage throughout the term of this Agreement, including Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as Additional Insureds. Certificates of insurance shall be provided prior to use.

Indemnification

To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the parties shall each indemnify and hold harmless the others and their directors, officers, invitees, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages, or losses that may occur or may be claimed with respect to any person in or about Buffalo Park and resulting from any act done or omission of the indemnifying party or its agents, employees, invitees or any person connected or associated with the use of Buffalo Park.

Damage to Property

School District, SBA and TAA shall be responsible for any damage to City property caused by School District, SBA and TAA, its participants, or spectators, and shall reimburse the City for repair or replacement costs.

Compliance with Laws

School District, SBA and TAA shall comply with all applicable federal, state, and local laws, including Nebraska statutes administrative code regulations and City ordinances.

Non-Discrimination

No party to this agreement shall discriminate against any employee or applicant for employment to be employed in the performance of this agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her race, color, religion, sex, disability or national origin.

No party to this agreement shall directly or indirectly refuse, withhold from, deny, or attempt to refuse, withhold or deny, to any other person any of the accommodations, advantages, facilities, services or privileges in Buffalo Park on the basis of race, creed, color, sex, religion, national origin or ancestry.

Assignment and Subleasing

School District, SBA and TAA shall not assign this Agreement or permit use of the facilities by any third party without the prior written consent of the City.

Cancellations and Force Majeure

The City may cancel or suspend use due to weather, emergencies, or circumstances beyond its control. The City shall not be liable for losses resulting from such cancellation.

Default and Termination

All parties shall have the right to terminate this Agreement with 45 days written notice to the other parties.

Notices

All notices under this Agreement shall be in writing and delivered to the following:

City: City of Springfield
PO Box 189
170 N. 3rd Street
Springfield, NE 68059

School District: Springfield Platteview Community Schools
765 Main Street
Springfield, NE 68059

SBA: Springfield Baseball Association
springfieldbaseballteam@gmail.com

TAA: Trojan Athletic Association, LLC
PO Box 326
Springfield, NE 68059

Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Venue for any action shall lie in the courts of the State of Nebraska.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, we the contracting parties, by our respective duly authorized agents, hereto affix our signatures and seals this _____ day of _____, 2026.

ATTEST:

CITY OF SPRINGFIELD,
STATE OF NEBRASKA

By: _____
Mayor

ATTEST:

SPRINGFIELD-PLATTEVIEW
SCHOOL DISTRICT

By: _____
Chairman

ATTEST:

SPRINGFIELD BASEBALL
ASSOCIATION

By: _____
President

ATTEST:

TROJAN ATHLETIC ASSOCIATION, LLC

By: _____
Managing Member



***Future Planning
February 2026***

- | | |
|-----------|---|
| 3/9/26 | TBD Committee Meeting 6:00 p.m.
Finance Committee Meeting 6:30 p.m.
Regular Board Meeting 7:00 p.m. |
| 3/16-3/20 | No School - Spring Break |
| 3/23/26 | Policy Committee Meeting 6:30 p.m.
Work Session Meeting 7:00 p.m. |
| 3/26/26 | Foundation Board Meeting 7:30 a.m. |
| 4/8/26 | SPCS Employee Banquet @ 'Round the Bend |
| 4/9-4/12 | NSBA Conference San Antonio |