

Committee As A Whole
Monday, May 10, 2021 5:30 PM
ESU7/CPS Student Services Building
2563 44th Avenue
Columbus, NE 68601

I. Committee As A Whole

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Presentations

I.E.1. Maintenance/Transportation Presentation

I.E.2. Educator of the Year and Operations Employee of the Year Finalist

I.F. Board Special Functions

I.F.1. Summer Weights/Conditioning and Camp Protocols for June

I.G. Consent Agenda

I.G.1. Approval of Minutes

I.G.2. Financial Reports M2, M3, M4a

I.G.3. Certified Personnel

I.G.4. Classified Personnel

I.G.5. Tentative 2021 Graduate List

I.G.6. Professional Travel

I.H. Acceptance of Gifts/Donations

I.I. Business Operations and Human Relations

I.I.1.Policies

I.I.2.Administrative Functions

I.I.2.1. Overall Administrative Package for 2021-22

I.I.2.2. Items to be deemed surplus

I.I.3.Updates

I.J. Buildings & Sites/Technology

I.J.1.Policies

I.J.2.Administrative Functions

I.J.3.Updates

I.K. Curriculum and Instruction

I.K.1. Policies

I.K.2. Administrative Functions

I.K.2.1. High School English Purchase

I.K.2.2. Social Studies Purchase Request

I.K.3. Updates

I.L. Student Services

I.L.1. Policies

I.L.2. Administrative Functions

I.L.2.1. Global Therapy Contract

I.L.2.2. B.I.S.T. Service Agreement for 2021-22 School Year

I.L.2.3. Music Therapy

I.L.3. Updates

I.M. Superintendent's Report

I.N. Board Sharing

I.O. Adjourn



Columbus High School facilities will be opened starting June 1, 2021 using an approach based on coordinated guidance from the NSAA along with state and local health officials. This document provides the daily framework for CPS summer activities.

General Summer Weight and Conditioning Guidelines

Follow the guidelines listed below have been approved by Columbus Public Schools

- Summer weight and conditioning sessions will be organized based on girls/boys groupings.
- Masks are required by coaches while indoors and optional outdoors unless in close proximity in small groups.
- Masks will be considered optional for students/athletes but recommended.
- Athletes will stay in their assigned group unless changes are made by a coach.
- Sessions will include weightlifting, running, and exercises designed to promote physical fitness.
- Once students sign-up for their summer session, details will be provided by the strength and conditioning coaches.

Sports Specific Drills, Open Gyms and Fields

- Sport-specific drills are permitted, and sport-specific equipment may be used.
- Each specific sport will be allowed to scrimmage within their respective sports.
- Masks will be considered optional for students/athletes but are recommended.
- Masks are required for coaches while indoors and recommended for outdoor sessions.
- Daily cleaning/sanitizing will be completed between sessions and at the end of the final session.
- Students will be provided information pertaining to additional sport-specific activities.

Girls Summer Weight and Conditioning Guidelines

- Time Slots: 6:45 a.m. to 8:00 a.m. and 7:45 a.m. to 9:00 a.m.
- Space Used: Main Gym, Aux Gym, Wrestling Room, Cardio Room, Weight Room
- Coaches will use discretion to split athletes up into groups.

Each session will include the following:

- Five Stations: Each station will have a group of no more than 16 athletes. These stations will include:
 - Warm-up
 - Core Lifts
 - Secondary Lifts
 - Core Work
 - Agilities and Stretch
- There will be no more than 76 girls per session with them being split into groups of no more than 16.
- Coaches working summer weights will be:
 - Wayman
 - Otten
 - Bozarth
 - Newman
 - Bills

Boys Summer Weight and Conditioning Guidelines

- Boys sessions will be organized based upon the number of registrations.
- Coaches will use discretion to split athletes up into groups.
 - No more than 32 Athletes per group (this allows for a lifter and a spotter in each rack)
- Lifting times will be 9:00, 10:00 and 5:00

Each session will include the following: 20 Minutes Per

- Rack Work- Including the core lift and secondary core lift
- Dumbbell/ Bench Work- Secondary lifts performed in cardio room/ gym
- Speed and Agility Work- Completed outside
- Coaching Assignments:
 - Williams- Core Lifts- In Rack
 - Reidmiller- Secondary Lifts- Cardio Room/ Gym
 - Clark- Speed/ Agility Training- Track
 - Jansen and Sander will be used as needed as Subs.

Regular Meeting
Monday, April 19, 2021 5:30 PM Central

ESU7/CPS Student Services Building
2563 44th Avenue
Columbus, NE 68601

Candace Becher: Present
Mark Brown: Present
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Absent
Douglas Willoughby: Present
Present: 5, Absent: 1.
Theresa Seipel: Present
Present: 6.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Mission Statement

Theresa Seipel read the mission statement.

I.F. Opportunity for Public to be Heard

I.G. Board Special Functions

I.G.1. Wayne State College STEP Program Contract

The Superintendent recommends that the board approve the Agreement with Wayne State College STEP Program. Passed with a motion by Mark Brown and a second by Candace Becher.
Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

I.H. Items to be removed from the Consent Agenda

There were no items removed from the Consent Agenda.

I.I. Consent Agenda

Motion to approve the Consent Agenda. Passed with a motion by Michael Jeffryes and a second by Douglas Willoughby.
Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

I.I.1. Approval of Minutes

I.I.2. Financial Reports M2, M3, M4a

I.I.3. Financial Report M5

Chip Kay, Director of Finance and Human Resources gave a brief overview of the M5 financial report, these are payments made from April 1-15. He said there are occasions when a payment is made from the General Fund to the Activities Fund or the Foundation, usually this is a reimbursement. The report shows a payment to Beard-Warren Heating and Air for heating pumps at CMS. Also, a payment made to Pizza Ranch for Teacher Appreciation lunches.

I.I.4. Certified Personnel

Mr. Kay noted a few new hires on the list from last week. Also comments on the final date of resignations and discussion on changing that date to April 15th. Discussion on the engagement and exit surveys.

I.I.5. Classified Personnel

I.I.6. Professional Travel

I.J. Acceptance of Gifts/Donations

The Superintendent recommends that the Board accept the attached gifts/donations Passed with a motion by Candace Becher and a second by Theresa Seipel.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

I.K. Business Operations and Human Relations

I.K.1. Administrative Functions

I.K.1.1. Leave of Absence Approval

The Superintendent recommends that the board approve the leave of absences requested by Andrea Smejkal, as submitted. Passed with a motion by Mark Brown and a second by Michael Jeffryes.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

I.K.1.2. Declaration of Surplus

The Superintendent recommends that the Board approve the declaration of surplus items, as submitted. Passed with a motion by Theresa Seipel and a second by Candace Becher.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

I.K.2. Updates

No Updates.

I.L. Buildings & Sites/Technology

I.L.1. Administrative Functions

I.L.1.1. Kramer Bid Package #2

The Superintendent recommends that the board approve the Kramer Bid Package #2, as submitted. Passed with a motion by Douglas Willoughby and a second by Mark Brown.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Leonard Kwapnioski, Director of Buildings/Sites & Technology, shared information regarding the additions that have been made to Kramer Bid Package #2. He said the timeframe for the steel is likely December.

I.L.2. Updates

Mr. Kwapnioski said the last major pour of footings would be Friday, weather permitting.

I.M. Curriculum and Instruction

I.M.1. Administrative Functions

I.M.2. Updates

Amy Romshek, Director of Curriculum, said that the Civics Committee was able to meet briefly before the meeting. After their next discussion they will give an update.

I.N. Student Services

I.N.1. Administrative Functions

I.N.1.1. SLP Contract with Central Nebraska Rehabilitation Services

The Superintendent recommends that the board approve the SLP Contract with Central Nebraska Rehabilitation Services, as submitted. Passed with a motion by Michael Jeffryes and a second by Candace Becher.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

I.N.2. Updates

No Updates.

I.O. Superintendent's Report

Dr. Loeffelholz talked about the 21-22 calendar changes, which included adding a professional development day for teachers and confirming student contact days. The change moved the last day of school from the 19th to the 20th of May, and school will start one day earlier. The calendar shows that the seniors will not get out earlier than other students.

Dr. Loeffelholz said discussion has begun regarding summer activities and COVID protocols. May 21st is the date that this information will be shared with CPS parents. He also said that if numbers dictate we can change mask protocol, there will need to be conversations about what information will be the alert to start wearing them again. What are protocols for next year? He said at this time masks can be taken off in small groups of 3 or less, if all have been vaccinated. Assume no one has had the vaccine at this time. Masks are still required in classrooms and staff may attend school events.

Upcoming meetings/events

Honors Breakfast is April 30.

Dr. Loeffelholz will send out a survey for summer meeting dates.

Graduation-one ceremony, May 30, 3:00.

May 27th-closing convocation, breakfast will be served from 7-8am, staff retirements and recognitions will be at 8:30 in the auditorium. Dr. Mike Lucas is the speaker. We will be doing short videos for retirees instead of bios.

Dr. Loeffelholz shared an article on "Critical Race Theory" and asked the Board their view on the NDE school Health Standards that are being developed in Lincoln. This is the first draft, more hearings. Typically, they adopt the standards in September/October. They will probably be later because it will take longer. We will have to present standards at some point, Dr. Loeffelholz reminded the board that the standards don't have to be adopted. He will share the first version, Doug Molczyk, Board President, said there is a way for the general public to provide comments.

I.P. Board Sharing

The Board shared that it is nice that some things are a bit more normal for our students. CHS was able to hold PROM, graduation will be one ceremony. Also glad to hear information regarding the summer food program and how the district will be able to have a few options to serve all students in the area. Excited about conversations regarding transitioning from wearing masks 100% of the time. All very happy for our seniors, super proud of staff for all they have endured this year.

II. Executive Session

The Board did not go into Executive Session.

III. Adjourn

Motion to adjourn Passed with a motion by Theresa Seipel and a second by Douglas Willoughby.

Candace Becher: Yea, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Meeting adjourned at 6:26pm.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, April 19, 2021.

President

Secretary

Committee As A Whole
Monday, April 12, 2021 5:30 PM Central

ESU7/CPS Student Services Building
2563 44th Avenue
Columbus, NE 68601

Candace Becher: Present
Mark Brown: Present
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Present
Douglas Willoughby: Present
Present: 6.

I. Committee As A Whole

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President insures all can hear proceedings

I.E. Presentations

I.E.1. Bank of the Valley

Eric Hall from Bank of the Valley presented a \$2000.00 check from the School Pride Card Program. He said CPS has 178 patrons using the cards. CPS receives a small fee each time the card is used. These funds were raised from March 2020 to March 2021.

I.E.2. Columbus Middle School Presentation

Amy Haynes, CMS Principal, and the administrative team, Dr. Amy Mancini, Jordon Anderson, and Adriana Carnes presented on the work that is being done at Columbus Middle School. They shared the administrative team goals, what they are accomplishing by improving PLCs and how they are decreasing office referrals. Dr. Mancini shared Map Scores and projected proficiency in math and reading for 5th through 8th grade. There has been very little change in demographics and free and reduced status at CMS. Mrs. Haynes talked about the quarterly pep rallies to celebrate student success and achievements. Mrs. Carnes talked about the excitement of the Discoverer Bucks Program that recognizes students being safe, respectful, responsible and kind. They have students contributing to helping out in the building by watering plants, helping with lunch trays, lunch tables/chairs and Cassette House students. Mr. Anderson summarized what is happening with activities and the consistency maintained even in this last year of COVID.

Mrs. Haynes said they are very proud of the work teachers have done this year.

I.F. Board Special Functions

I.F.1. Wayne State College STEP Program Contract

Dave Hiebner, CHS Principal, talked about the agreement with Wayne State STEP Program. Three courses can be offered right now for next school year. He said there is a lot of flexibility so that we can move to a larger scale as students begin to see the opportunity. Mr. Hiebner said this is so positive for our students, and will give our students a leg up. Next fall, CHS will start with one section. A meeting with students to share this information will be scheduled. Mr. Hiebner said 24% of our students showed interest, there are 68 members in Educators' Rising.

I.G. Consent Agenda

I.G.1. Approval of Minutes

I.G.2. Financial Reports M2, M3, M4a

Chip Kay, Director of Finance and Human Resources, gave a brief summary of the financial reports. M2 General Fund is ahead of last year. All other accounts are where we would expect. M3 shows that we have received 63% of planned revenue. M4 is showing an expenditure into the Depreciation Fund. This money is compensation from LSI and is replacing what had been taken out last year. Ferguson Enterprises was paid for work in the kitchen, and Savvas Learning Company, LLC is for the purchase of biology textbooks.

I.G.3. Certified Personnel

Dr. Loeffelholz, Superintendent, offered the information on the Certified Personnel memo, 9 hires, 13 resignations. A couple of positions had been offered and accepted and then a call back was received and the positions were turned down. Principals are working hard to get people hired. It is more and more difficult to find people. Discussion on what the reasons candidates are not accepting positions and staff is leaving. Mr. Kay said a lot of teachers leave because we don't have full family insurance. The amount of money it would take for CPS to offer full family insurance is daunting, negotiations will have to look at basic salary base compared to benefits, the total package has to be considered. Dr. Loeffelholz shared that by board policy we can give up to a \$2500.00 signing bonus. We will be gathering more data with exit interviews. Talk about what is needed to recruit more people.

I.G.4. Classified Personnel

Five hires, 10 resignations. Tougher to find SPED employees.

I.G.5. Professional Travel

Dr. Loeffelholz commented that most of the noted travel is still virtual.

I.H. Acceptance of Gifts/Donations

Dr. Loeffelholz highlighted the total contributions for March was \$33,653.67, and noted the funds contributed to the STEM reVision Grant.

I.I. Business Operations and Human Relations

I.I.1. Administrative Functions

I.I.1.1. Leave of Absence Approval

Mr. Kay shared the leave of absence request from Andrea Smejkal.

I.I.1.2. Declaration of Surplus

I.I.2. Updates

Mr. Kay gave a brief update on the spring engagement survey, he said 75% of the staff have completed the survey, it closes this week. He is hopeful that the exit survey will be as popular.

I.J. Buildings & Sites/Technology

I.J.1. Administrative Functions

I.J.1.1. Kramer Bid Package #2

Leonard Kwapnioski, Director of Buildings/Sites and Technology talked about the Kramer Bid Package #2. He said they have 10 new vendors and are hoping to add more this week. He shared that there are some scope gaps, and some vendors have chosen not to bid on the entire scope. The steel bid is still high. He is working with ICF to get walls poured during warm months. Vendors are having a hard time finding people to work. He mentioned that not a lot of work is being done because of the wet/muddy ground. Footings can not be poured while it is so wet. Mr. Kwapnioski said the maintenance staff is still working on demo to cut costs. Discussion regarding the maintenance staff continuing to get the everyday jobs done while doing this extra work. The staff knows the priorities and is completing all those duties first, inside work at Kramer has been an option during some wet weather times. The North Park Project will start on May 27, 2021, finish by August 9, 2021.

I.J.2. Updates

I.K. Curriculum and Instruction

I.K.1. Administrative Functions

I.K.1.1. Proficiency Reporting

Amy Romshek, Director of Curriculum and Jason Harris, Director of Student Services and SPED presented on Proficiency Reporting. Dr. Romshek said this will be the first of several presentations. She said the first piece is why? Grades should communicate what students know and can do. She gave some history beginning with the 2014-2016 Grading for Learning Committee. Mr. Harris said it started with an administrator group, they developed an elementary committee, and a secondary committee. A two page guidance and a philosophy was developed. Proficiency Reporting is a better way to communicate progress to parents and students. They noted that this keeps behaviors and academic grades separate. Proficiency reporting more accurately shows a students grade. In 2017, time and effort was spent working on common assessments. prioritizing standards, proficiency scales, writing learning goals. Eventually there will be meetings with parents to prepare them for the scoring. Dr. Romshek says we are about a year from that part of the process. There will also be a conversion chart to help students understand. This gives a more accurate picture of what students know. Dr. Loeffelholz said many school districts are going this direction, there are about a dozen in Nebraska. Dr. Romshek said we need to know where students are deficient, and what areas they need help. Some core areas have been changed twice in 12 years. This will level the playing field, a lot has been learned about proficiency reporting. All agree it will be controversial, but feel it gives better information on what students know and where they need help. Dr. Loeffelholz said he feels positive about having Mrs. Anderson, not trained in education, to help guide us in how we will explain this to parents in the future.

I.K.2. Updates

I.L. Student Services

I.L.1. Administrative Functions

I.L.1.1. SLP Contract with Central Nebraska Rehab

Mr. Harris said he will be requesting approval of the speech contract through Central Nebraska Rehabilitation. He shared that CPS is down 2 SLPs, he recently interviewed 2 applicants, both declined. He has reached out to another to finish the online application. The rate on the contract is below the NDE current rate. Dr. Loeffelholz said that Mary Walsh-Sterup is really great and does good work with our students. Mr. Harris said we have contracted with them for several years. We will still contract with Global Therapy, he would like to use Global Therapy with the non-publics and in-person therapy at district schools.

I.L.2. Updates

Mr. Harris shared some information on LB125. He said it has been passed out of the Education Committee, this bill would increase SPED reimbursement. If it would pass, NDE would have to provide 60% reimbursement rate and going forward up to 80%.

I.M. Superintendent's Report

Dr. Loeffelholz asked Nicole Anderson, Director of Communications and Foundation to share the first draft of a letter that will be sent to Senator Moser in regards to LB364. This letter is in opposition and to request that he will be in support of the opposition as well. This bill puts us on a unlevel playing field. Mrs. Anderson said that the CPS Foundation held a meeting today and they want to go on record that they do not agree with this bill. The letter will be sent in addition to making some phone calls. Candy Becher, board member, said we should all be calling Senator Moser.

Dr. Loeffelholz reported on the Attendance Committee and the Suspension/Expulsion Committee. He said there will be some policies that come to the board for approval, in addition, they will be rewriting the attendance letters. The Suspension/Expulsion Committee is making sure the process is working the way statute expects it to, and to make sure that policy reflects what we are doing. There will be a checklist for administrators to adhere to for consistency. Practices with behaviors and what constitutes short-term or long-term suspensions. Other discussions are regarding reducing long-term to short-term, and a better understanding of emergency exclusion.

Alternative education was mentioned and that at this time there are no options between CMS and Boys Town.

The decision has been made that masks will continue to be worn through the remainder of the school year, and discussion will continue on next year's protocols.

Dr. Loeffelholz asked Mr. Hiebner to give a brief update on the healthcare pathway and the development of the program at CHS. He said it was a great visit to Ralston and Papillion. Columbus Community Hospital had representatives on the visit, and they are very excited about the idea and have presented it to their board. Mr. Hiebner said this has been talked about for quite a while, it is a great opportunity for our

students. This program will get students more focused and get them a jump start into a healthcare program. The level of support has been really great from other schools and the hospital.

Dr. Loeffelholz asked the board to check dates for summer board meetings and a board retreat in July. He would like to utilize the second and third Mondays as is normal for meetings.

I.N. Board Sharing

Board Sharing next week.

I.O. Adjourn

Adjourned at 7:56pm.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, April 12, 2021.

President

Secretary

Columbus Public Schools
 Summary of Cash Balances
 April 30, 2021

DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
Attachment M4a			\$ 3,508,730.43		
Attachment M5 (prior Bd Mtg)			\$ 167,098.97		
GEN FUND - GREAT PLAINS STATE BANK	\$ 3,826,889.73	\$ 2,969,576.93	\$ 3,675,829.40	\$ 3,120,637.26	\$ 2,127,929.94
Dividends		\$ 863.65	\$ -		
Management Fees			\$ 255.60		
Investment Loss		\$ 200.62			
GENERAL FUND - FNB TRUST	\$ 953,518.81	\$ 1,064.27	\$ 255.60	\$ 954,327.48	\$ 931,479.60
PAYROLL - PINNACLE BANK	\$ 301,377.05	\$ 3,211,819.29	\$ 3,183,129.24	\$ 330,067.10	\$ 292,503.22
			\$ -		
PAYFLEX - PINNACLE BANK	\$ 50,623.49	\$ 10,913.41	\$ 5,050.03	\$ 56,486.87	\$ 32,313.04
Dividends		\$ 1,123.34			
Management Fees			\$ 448.48		
Investment Loss		\$ 886.95			
Deposit					
DEPRECIATION - FNB	\$ 1,673,043.64	\$ 2,010.29	\$ 448.48	\$ 1,674,605.45	\$ 1,447,781.73
Administration	\$ 791,695.70	\$ 17,011.24	\$ 10,490.63	\$ 798,216.31	\$ 564,932.18
Middle School	\$ 97,549.50	\$ 15,228.25	\$ 6,891.88	\$ 105,885.87	\$ 90,228.32
High School	\$ 427,207.28	\$ 54,518.50	\$ 35,273.43	\$ 446,452.35	\$ 401,242.70
ACTIVITY FUNDS - COLUMBUS BANK	\$ 1,316,452.48	\$ 86,757.99	\$ 52,655.94	\$ 1,350,554.53	\$ 1,056,403.20
Credit card fees received		\$ 261.00			
Interest Income		\$ 1,096.36			
State Reimbursement		\$ 246,039.15			
Rct to Expenditures		\$ 12,724.99			
Student/Staff Meals		\$ 11,895.15			
NUTRITION FUND - CORNERSTONE BANK	\$ 553,263.30	\$ 272,016.65	\$ 205,133.58	\$ 620,146.37	\$ 145,069.19
Platte County Treasurer		\$ 165,762.39			
Butler County Treasurer		\$ 1,639.33			
Dividends		\$ 117.83			
Management Fees		\$ -	\$ 171.50		
Investment Loss		\$ 98.37			
BOND FUND - FNB	\$ 639,780.14	\$ 167,617.92	\$ 171.50	\$ 807,226.56	\$ 997,936.98
Dividends		\$ 184.04			
Management Fees		\$ -	\$ 109.09		
Investment Loss		\$ -	\$ 20.85		
SPECIAL BLDG FUND - FNB TRUST	\$ 406,976.15	\$ 184.04	\$ 129.94	\$ 407,030.25	\$ 396,132.22
BCDM Architects			\$ 21,724.63		
SPECIAL BLDG FUND - BANK OF THE VALLEY	\$ 5,587,877.71	\$ 51,310.00	\$ 21,724.63	\$ 5,617,463.08	\$ 504,423.30

Columbus Public Schools
 General Fund Revenue Detail
 April 30, 2021

Account Number	Description	Budget	Month to Date	Year to Date	Balance	Percent
01.1.01100.000.000	Property Taxes	(\$20,561,770.00)	(\$864,040.06)	(\$11,020,948.82)	(\$9,540,821.18)	53.60%
01.1.01115.000.000	Carline Taxes	(\$25,000.00)	\$0.00	(\$5,236.24)	(\$19,763.76)	20.94%
01.1.01120.000.000	Public Power District Sales Ta	(\$750,000.00)	\$0.00	\$0.00	(\$750,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,100,000.00)	(\$206,712.73)	(\$1,553,070.07)	(\$546,929.93)	73.96%
01.1.01300.000.000	Summer School	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.01312.000.000	Tuition, Summer School	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.01323.000.000	Tuition, SpEd School Age	(\$115,000.00)	\$0.00	(\$30,012.00)	(\$84,988.00)	26.10%
01.1.01335.000.000	Tuition, SpEd Preschool	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.01370.000.000	Tuition and Fees, Preschool	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.01422.000.000	Transportation, SpEd	(\$3,000.00)	\$0.00	\$0.00	(\$3,000.00)	0.00%
01.1.01510.000.000	Interest	(\$90,000.00)	(\$4,200.47)	(\$49,669.08)	(\$40,330.92)	55.19%
01.1.01801.000.000	01-2-0181	\$0.00	(\$6,209.00)	(\$54,047.25)	\$54,047.25	#DIV/0!
01.1.01910.000.000	Rental Fees	(\$4,800.00)	\$0.00	(\$1,005.00)	(\$3,795.00)	20.94%
01.1.01911.000.000	Local License Fees	(\$9,000.00)	(\$12,720.00)	(\$23,885.00)	\$14,885.00	265.39%
01.1.01921.000.000	Police Court Fines	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.01925.000.000	Grants from Private Sources	\$0.00	(\$33,300.00)	(\$33,300.00)	\$33,300.00	#DIV/0!
01.1.01965.000.000	Distance Education Receipts	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.01990.000.000	Miscellaneous Local Receipts	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.02110.000.000	County Fines&License Fees	(\$155,000.00)	(\$29,863.73)	(\$129,190.07)	(\$25,809.93)	83.35%
01.1.02130.000.000	Other County Receipts	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.03110.000.000	State Aid	(\$16,616,319.00)	(\$1,639,988.00)	(\$13,336,348.00)	(\$3,279,971.00)	80.26%
01.1.03120.000.000	SpEd Receipts from the State	(\$2,109,105.00)	(\$134,484.00)	(\$757,830.64)	(\$1,351,274.36)	35.93%
01.1.03125.000.000	SpEd Transportation Receipts f	(\$120,708.00)	\$0.00	\$0.00	(\$120,708.00)	0.00%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$802.03)	(\$34,133.37)	\$34,133.37	#DIV/0!
01.1.03131.000.000	Property Tax Credit	\$0.00	\$0.00	(\$3,252.98)	\$3,252.98	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	(\$19,350.00)	\$0.00	(\$11,537.22)	(\$7,812.78)	59.62%
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$25,000.00)	(\$89.95)	(\$19,803.93)	(\$5,196.07)	79.22%
01.1.03300.000.000	In Lieu of Taxes	\$0.00	\$0.00	(\$15,729.87)	\$15,729.87	#DIV/0!
01.1.03400.000.000	State Apportionment	(\$416,240.00)	\$0.00	(\$583,068.44)	\$166,828.44	140.08%
01.1.03500.000.000	State Categorical Programs	(\$30,000.00)	\$0.00	\$0.00	(\$30,000.00)	0.00%
01.1.03512.000.000	Distance Education Incentive P	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.03535.000.000	High Ability Learner Allocatio	(\$23,000.00)	\$0.00	(\$25,767.00)	\$2,767.00	112.03%
01.1.03540.000.000	State Early Childhood Grant	(\$145,051.00)	\$0.00	(\$7,842.00)	(\$137,209.00)	5.41%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$160,000.00)	\$0.00	(\$81,143.00)	(\$78,857.00)	50.71%
01.1.03590.000.000	Opportunity Grant	\$0.00	\$0.00	(\$5,745.81)	\$5,745.81	#DIV/0!
01.1.03599.000.000	Education Quest College Access	\$0.00	(\$5,300.00)	(\$5,300.00)	\$5,300.00	#DIV/0!
01.1.03599.000.001	Education Quest College Access	\$0.00	\$2,000.00	\$0.00	\$0.00	#DIV/0!
01.1.03990.000.000	Other State Receipts	(\$20,000.00)	\$0.00	\$0.00	(\$20,000.00)	0.00%
01.1.03995.000.000	Cares Act Revenue	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.04418.000.000	PEAK Receipts	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.04505.000.000	ESSA Title I Receipts	(\$579,991.00)	\$0.00	(\$161,868.00)	(\$418,123.00)	27.91%
01.1.04506.000.000	ESSA Title I Accountability Re	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.04509.000.000	ESSA Title II Receipts	(\$115,136.00)	\$0.00	(\$74,301.00)	(\$40,835.00)	64.53%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$37,565.00)	\$0.00	\$0.00	(\$37,565.00)	0.00%
01.1.04512.000.000	IDEA Base Allocation	(\$1,032,901.00)	\$0.00	\$0.00	(\$1,032,901.00)	0.00%
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	\$0.00	\$0.00	(\$1,286.00)	\$1,286.00	#DIV/0!
01.1.04518.000.000	IDEA Enrollment/Poverty Grant	\$0.00	\$0.00	(\$140,158.00)	\$140,158.00	#DIV/0!
01.1.04521.000.000	IDEA Proportionate Share	\$0.00	\$0.00	(\$38,261.00)	\$38,261.00	#DIV/0!
01.1.04525.000.000	Carl Perkins Grants	(\$40,814.00)	\$0.00	(\$49,749.00)	\$8,935.00	121.89%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$75,642.00)	\$0.00	(\$24,980.00)	(\$50,662.00)	33.02%

Columbus Public Schools
 General Fund Revenue Detail
 April 30, 2021


Account Number	Description	Budget	Month to Date	Year to Date	Balance	Percent
01.1.04528.000.000	Title III Immigrant	(\$52,118.00)	\$0.00	(\$3,231.00)	(\$48,887.00)	6.20%
01.1.04530.000.000	Federal Grant NC&FF	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$149,163.00)	\$0.00	(\$149,163.00)	\$0.00	100.00%
01.1.04708.000.000	Medicaid in Public Schools	(\$65,000.00)	\$0.00	(\$43,450.63)	(\$21,549.37)	66.85%
01.1.04710.000.000	Other Federal Receipts	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.04996.000.000	Covid 19 Revenue	(\$525,000.00)	\$0.00	(\$462,075.00)	(\$62,925.00)	88.01%
01.1.04997.000.000	Cares Act II	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.05200.000.000	Transfers from Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.05301.000.000	Claims	\$0.00	\$0.00	(\$32,371.46)	\$32,371.46	#DIV/0!
01.1.05690.000.000	Other Non-Revenue Receipts (Rt	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.06968.000.000	Columbus After School Program	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.06996.000.000	Cares Act	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
01.1.1.70051.751.960	Covid Relief Fund	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
		(\$46,171,673.00)	(\$2,935,709.97)	(\$28,968,759.88)	(\$17,202,913.12)	62.74%
	Transfers		\$0.00			
	Reimbursements/Refunds		(\$35,342.22)			
	Interest - other funds		\$1,475.26			
	Total Revenue		(\$2,969,576.93)			

Check Number	Vendor	Amount
8866	SCHOOL DISTRICT #1-PAYROLL	\$3,132,065.58
8867	EDGEWATER INSURANCE + REAL ESTATE	\$3,700.00
8868	ESU #7	\$6.52
8869	TEACH UPBEAT, LLC	\$63,450.00
8870	AMAZON CAPITAL SERVICES	\$196.42
8871	SUPER SAVER	\$135.07
8872	WALMART-CHARGE	\$26.46
8873	APPTEGY, INC	\$15,350.00
8874	BOS, KANDY	\$64.17
8875	CENTRAL NEBRASKA REHAB. SERV	\$32,762.79
8876	DELL MARKETING L.P.	\$21,957.30
8877	EPCO LTD., INC	\$1,571.00
8878	FIRST NATIONAL BANK OMAHA	\$176.85
8879	FIRST NATIONAL BANK OMAHA	\$596.69
8880	FIRST NATIONAL BANK OMAHA	\$491.13
8881	FIRST NATIONAL BANK OMAHA	\$125.00
8882	FIRST NATIONAL BANK OMAHA	\$102.99
8883	FIRST NATIONAL BANK OMAHA	\$62.12
8884	GRUTSCH, MIKE	\$162.30
8885	JACKSON SERVICES INC.	\$165.17
8886	MCGRAW-HILL EDUCATION HOLDINGS LLC	\$176.75
8887	OMAHA WORLD HERALD-SUBSCRIPT	\$343.32
8888	PAYFLEX SYSTEMS USA, INC.	\$353.40
8889	VALENTINOS OF COLUMBUS	\$455.00
8890	AMPLIFY EDUCATION, INC.	\$1,651.00
8891	APPLE INC.	\$892.70
8892	CDI DALLAS LLC	\$3,987.55
8893	CENTRAL NE COMMUNITY SERVICES	\$29,498.79
8894	CITY OF COLUMBUS - FINANCE DEPT	\$17,623.17
8895	ESU #7 SPECIAL EDUCATION	\$18,314.26
8896	FATHER FLANAGAN'S BOYS' HOME	\$60,900.00
8897	FIRST NATIONAL BANK OMAHA	\$469.41
8898	FIRST NATIONAL BANK OMAHA	\$17.97
8899	FIRST NATIONAL BANK OMAHA	\$745.60
8900	GLOBAL TETHERAPY	\$17,856.00
8901	GODFATHERS -COLUMBUS	\$97.00
8902	LRP PUBLICATIONS	\$329.50
8903	NASPA (NE ASSOC. OF SCHOOL PERSONNEL ADM	\$180.00
8904	NCE CONFERENCE	\$150.00
8905	QUADIENT FINANCE USA, INC	\$807.18
8906	ST. ANTHONY'S PRESCHOOL	\$92.50
8907	U AND I SANITATION LLC	\$2,110.00
8908	AMAZON CAPITAL SERVICES	\$3,148.71
8909	HY-VEE FOOD STORES	\$266.20
8910	SUPER SAVER	\$469.34

8911	WALMART-CHARGE	\$126.83
8912	ADVANCED WATER COMPANY, INC.	\$4,675.37
8913	ALLEN, ETHAN	\$63.84
8914	ASSET GENIE, INC. (AG iREPAIR)	\$69.00
8915	BATTERY XCHANGE	\$39.90
8916	BEARD-WARREN HEATING AIR	\$542.90
8917	BETHUNE-1099, JENEE	\$280.00
8918	BIG RED PRINTING	\$81.80
8919	BLASER, AMY	\$217.06
8920	BLAZER MANUFACTURING CO.INC.	\$85.00
8921	BOMGAARS	\$58.35
8922	CENTRAL INSULATION & ROOFING	\$10,450.00
8923	COLE, CRYSTAL	\$271.32
8924	COMMONWEALTH ELECTRIC COMPANY	\$273.00
8925	CRUISE-1099, MICHELLE	\$120.00
8926	DEL RAY MANUFACTURING	\$333.75
8927	EAKES OFFICE SOLUTIONS	\$316.45
8928	ENGEL, SHELBY	\$217.06
8929	FIRST IMPRESSIONS	\$700.00
8930	FOLLETT SCHOOL SOLUTIONS, INC.	\$1,624.72
8931	INDOFF INC	\$33.98
8932	MENARDS-COL	\$290.32
8933	MICEK, ERICA	\$119.70
8934	MID AMERICA BOOKS	\$363.30
8935	MIDWEST AUTOMATIC FIRE SPRINKLER CO.	\$1,900.00
8936	MUSICIAN'S CHOICE	\$76.56
8937	PERMA-BOUND	\$12.37
8938	QUILL CORPORATION	\$59.92
8939	SAW STOP	\$30.80
8940	SCHIEFFER SIGNS	\$70.50
8941	SCHOOL SPECIALTY, LLC	\$93.27
8942	SNYDER, JENNIFER	\$800.00
8943	SWIERCZEK, SPENCER	\$36.96
8944	VOICAHOSKE, KARI	\$57.12
8945	WPS PUBLISHING	\$280.50
8946	LOUP POWER DISTRICT	\$49,855.87
	Total Fund Expenditures	<u><u>\$3,508,730.43</u></u>

Travel Report
May 2021

DATE	# DAYS	NAME	EVENT NAME	EST COST\$
4/8/2021	2.00	KATIE ROBERTSON	(late) SOS FEEDING TRAINING - VIRTUAL	\$75.00
4/28/2021	3.00	JASON HARRIS	NASES SPRING CONFERENCE - KEARNEY	\$508.00
				\$0.00
				\$583.00 Total



COLUMBUS PUBLIC SCHOOLS FOUNDATION

2508 27th Street, P.O. Box 947, Columbus, NE 68602-0947 Phone: 402-563-7000, Ext. 13033 Fax: 402-563-7005

May 5, 2021

Doug Molczyk
Board of Education
Columbus Public Schools

Dear President Molczyk and Members of the Board:

The Foundation contributed the following items to Columbus Public Schools during the month of April. On behalf of the Board of Directors for the CPS Foundation and the officers of the thirteen umbrella organizations, we respectfully submit these items to the Board of Education for acceptance.

Foundation

\$62.98 - Anchor Brick Senior Mailing Postage
\$5,406.00 - Music Equipment
\$265.01 - Classroom Grants
\$1,050.00 - A Cappella Contest Judges
\$1,807.09 - Alumni Newsletter
\$3,904.60 - Early Childhood Development

\$151.95 - Staff Campaign Gift Card
\$198.73 - Follett Books for Schools
\$26.20 - Educators Rising
\$3,364.71 - Columbus After School Program
\$595.00 - Apple Pencils
\$7,100.00 - Audit

Centennial PAC

\$16,622.75 - Fundraiser
\$103.66 - Anniversary Celebration Items
\$17.95 - Popcorn Supplies
\$1,467.50 - One Book One School Books

Emerson PTO

\$4,331.20 - Fundraiser
\$31.65 - Apples for the Students Postage

North Park PTO

\$54.38 - PT Conference Meals
\$149.05 - Printing

West Park PTO

\$391.00 - Kindergarten Field Trip
\$86.46 - NSCAS Testing Snacks
\$413.16 - Teacher Appreciation
\$1,206.95 - T-Shirt Sales and Order Form Printing
\$296.97 - Flag, Flag Pole, and Case

Vocal Music Boosters

\$366.28 - Concession Stand Supplies

Sports Boosters

\$240.00 - Sandwiches and Cookies
\$11.02 - Senior Flowers
\$369.32 - State Swim & Cheer Meals
\$6,051.00 - Coach Comm LLC - Headset
\$2.40 - Program Printing
\$1,608.00 Winter Sport Support

Post Prom

\$2,037.95 - Prizes
\$101.36 - Printing & Labels
\$3,222.00 - Post Prom Night Activities
\$266.57 - Food

Alumni Association

\$53.49 - Envelopes

The total contributions for the month of April was **\$63,434.34**

The total contributions for the FY 2020-2021 (Sept-Aug) total is **\$517,563.05**

Thank you for your consideration.

Sincerely,



Nicole Anderson
Director of Marketing & Foundation



Columbus Public Schools

2508 27th Street, Columbus NE 68601 402.563.7000

To: Board of Education

**Fr: Chip Kay, Director of Finance and Human Resources
Dr. Troy Loeffelholz, Superintendent**

Re: 2021-2022 Administrator Wage/Benefit Package

I am submitting the recommendation for an Administrator Wage/Benefit total package increase of 2% for the 2021-2022 school year. The package includes an increase of 1.8% for salaries and 4.8% for benefits. The primary driver of the benefit percentage is participation in the EHA program for health/dental.

In comparison, the certified employees in year two of their Negotiated Agreement will see a 2.25% increase and the Board has already approved a 3.5% increase for classified employees.

Total dollar increase for this proposal is \$57,426 for 19 administrative positions, excluding the Superintendent.

DATE	5/5/21
BUILDING	CMS
PROGRAM	Social Studies & Math
PRINCIPAL/DIRECTOR SIGNATURE	Amy Haynes / Amy Romshek
These social studies and math materials will be replaced in the 2021-22 year.	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
	Western World	Discarded
	Discovering our Past A history of the world Early Ages	Discarded
	Civics: Government and Economics in Action	Discarded
	US History: Beginnings to 1914	Discarded
	Envisions Math 7th	Discarded
	Envisions Math 8th	Discarded
	Prentice Hall Mathematics Pre-Algebra	Discarded
	Expressions Math 6th	Discarded

DATE	5/4/21
BUILDING	CHS
PROGRAM	Social Studies
PRINCIPAL/DIRECTOR SIGNATURE	Dave Hiebner / Amy Romshek
These social studies materials will be replaced for the 2021-22 year.	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
	<i>Geography</i>	Discarded
	<i>Modern World History</i>	Discarded
	<i>Americans - Reconstruction to the 21st Century</i>	Discarded
	<i>Magruder's American Government</i>	Discarded
	<i>Economics</i>	Discarded
	<i>Street Law: A Course in Practical Law</i>	Discarded
	<i>Psychology: Principles in Practice</i>	Discarded
	<i>Sociology: Study of Human Relationships</i>	Discarded
	<i>Meyers Psychology for AP</i>	Discarded

HS Social Studies

Description	Quantity	Price	Total		
Geography					
Geography Alive! Regions and People Student Textbooks and 7-year online license bundle (3 classroom sets of 30 per teacher and 1 set of 15)	105	\$119.00	\$12,495.00		
Teacher License	4	\$0.00	\$0.00		
Teacher Lesson Guide - print	4	\$129.00	\$516.00		
Teacher Placards - print	4	\$75.00	\$300.00		
World History					
History Alive! World Connections and 7-year online license bundle (3 classroom sets of 30 per teacher and 1 set of 15)	105	\$119.00	\$12,495.00		
Teacher License	4	\$0.00	\$0.00		
Teacher Lesson Guide - print	4	\$129.00	\$516.00		
Teacher Placards - print	4	\$75.00	\$300.00		
US History					
History Alive! Pursuing American Ideals and 7-year online license bundle (one classroom set of 30 per teacher)	120	\$119.00	\$14,280.00		
Teacher License	4	\$0.00	\$0.00		
Teacher Lesson Guide - print	4	\$129.00	\$516.00		
Teacher Placards - print	4	\$75.00	\$300.00		
American Government					
Government Alive! Power, Politics, and You and 7-year online license bundle (2 classroom sets of 30 per teacher and 1 set of 15)	75	\$119.00	\$8,925.00		
Teacher License	3	\$0.00	\$0.00		
Teacher Lesson Guide - print	3	\$129.00	\$387.00		
Teacher Placards - print	3	\$75.00	\$225.00		
Economics					
Econ Alive! The Power to Choose and 7-year online license bundle (2 classroom sets of 30 per teacher and 1 set of 15)	75	\$119.00	\$8,925.00		
Teacher License	3	\$0.00	\$0.00		
Teacher Lesson Guide - print	3	\$129.00	\$387.00		
Teacher Placards - print	3	\$75.00	\$225.00		
Additional Student 7-year licenses to be split between classes	675	\$104.00	\$70,200.00		
Shipping			\$3,039.60		
Total for TCI				\$134,031.60	
Psychology					
Thinking About Psychology student textbook	32	\$99.09	\$3,170.88		
Thinking About Psychology Launchpad online license	30	\$60.00	\$1,800.00		
Teacher Resource package	1	\$0.00	\$0.00		
Shipping			\$99.42		
Total for MPS				\$5,070.30	

Law Education				
Street Law student edition and 7-year licence	30	\$104.55	\$3,136.50	
Additional student 7-year licences	30	\$77.70	\$2,331.00	
Teacher Manual	1	\$0.00	\$0.00	
Online Teacher Subscription	1	\$0.00	\$0.00	
Street Law Mock Trials and Moot Courts	1	\$0.00	\$0.00	
Shipping			\$171.14	
Total for McGraw				\$5,638.64
Sociology				
Sociology: A Down-to-Earth Approach student books and 6-year licences	30	\$170.97	\$5,129.10	
Teachers Edition and Online Resources	1	\$0.00	\$0.00	
Shipping			\$359.04	
Total for Savvas				\$5,488.14
High School Total				\$150,228.68
Middle School Social Studies				
Description	Quantity	Price	Total	
5th Grade				
Social Studies Alive! America's Past Student 7-year online license	267	\$77.00	\$20,559.00	
Student Journal Workbook	120	\$12.00	\$1,440.00	
Teacher license	3	\$0.00	\$0.00	
Activity Cards	3	\$75.00	\$225.00	
Lesson Guide	3	\$129.00	\$387.00	
Total			\$22,611.00	
6th Grade				
History Alive! The Ancient World Student Textbooks and 7-year online license bundle	90	\$111.00	\$9,990.00	
Teacher license	3	\$0.00	\$0.00	
Lesson Guide	3	\$129.00	\$387.00	
Placards	3	\$75.00	\$225.00	
Total			\$10,602.00	
7th Grade				
History Alive! The Medieval World and Beyond Student Textbooks and 7-year online license bundle	60	\$111.00	\$6,660.00	
Teacher license	2	\$0.00	\$0.00	
Lesson Guide	2	\$129.00	\$258.00	
Placards	2	\$75.00	\$150.00	
Total			\$7,068.00	
8th Grade				
History Alive! The United States Through Industrialism Student Textbooks and 7-year online license bundle	60	\$111.00	\$6,660.00	
Teacher license	2	\$0.00	\$0.00	
Lesson Guide	2	\$129.00	\$258.00	
Placards	2	\$75.00	\$150.00	
Total			\$7,068.00	
Extra licences 7-year licenses for 6-8	700	\$104.00	\$72,800.00	

Shipping			\$1,339.50		
Total for TCI				\$121,488.50	
7th Grade - Zombie-based Geography	2	\$142.35	\$284.70		
Shipping			\$34.16		
Total for Social Studies School Service				\$318.86	
Middle School Total					\$121,807.36
5th - 12th Total					\$272,036.04



Global Teletherapy Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of May 4, 2021 (the "Effective Date") by and between **Global Teletherapy LLC**, a Maryland limited liability company ("Global Teletherapy") and Columbus Public Schools, with its principal place of operation in Nebraska (together with its agents, employees, and affiliates, "Client"). Global Teletherapy and Client are referred to herein individually as a "Party" or collectively as the "Parties."

- 1. Services.** Global Teletherapy will staff school with speech therapists, who provide therapy services (the "Services") according to the schedule set forth in Exhibit A hereto; and under such conditions regarding the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B hereto.
- 2. Fees and Payment Terms.** In consideration for the Services to be provided, Client agrees to pay Global Teletherapy in accordance with the fee schedule set forth on Exhibit A, and all such fees generated from the Services performed by Global Teletherapy shall be considered earned as the work is performed.
- 3. Term and Termination.** This Agreement shall be in effect as of the effective date for services for the entire 2021-2022 school year unless previously terminated in accordance with the terms of this Section 3 (the "Initial Term"). Either Party may terminate the Agreement for any reason upon ninety (90) days prior written notice to the other party, so long as at least 90 days of Services have occurred upon the delivery date of such notification, and, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice. Upon the expiration or termination of this Agreement for any reason, all amounts owed to Global Teletherapy under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 3, Sections 5 and Sections 6 through 20 will survive any expiration or termination of this Agreement. Following the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis unless either party gives written notice of its intention not to renew 90 days before expiration of the then-current term.
- 4. THIRD PARTY INFORMATION; HIPAA COMPLIANCE.** Client understands that it may receive confidential and proprietary information relating to Global Teletherapy's business. Client agrees that the Global Teletherapy's proprietary information is confidential and is the sole, exclusive and extremely valuable property of Global Teletherapy. For the purposes of this Agreement, "Confidential Information" means all information disclosed by Global Therapy to



Client or by Client to Global Therapy, which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Subject to the express permissions of this Agreement, Global Therapy and Client will protect each other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. The Company understands that the Company may receive from third parties confidential or proprietary information, including, but not limited to, personal, medical, or other information relative to the Company’s Clients and patients (collectively, “Third Party Information”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. The Company agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with the Company’s work for Client, Third Party Information unless expressly authorized in writing by an officer of the Client or required by law. The Company agrees to comply with all requirements under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule regarding the use and disclosure of Third Party Information.

5. RIGHTS TO DELIVERABLES; OWNERSHIP.

5.1. Rights to Deliverables. The Parties hereby agree that the specified Services to be completed pursuant to Exhibit A hereto primarily involve the provision of qualified occupational therapists, and mental health professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs as described in Exhibit A.

5.2. Ownership. Without limiting the foregoing, Global Teletherapy and its licensors reserve and retain ownership to all Preexisting Intellectual Property (as defined below), and Global Teletherapy hereby grants to Client a non-exclusive, fully paid, limited license to use Preexisting Intellectual Property solely in connection with Client’s use of the Services. “Preexisting Intellectual Property” means all of Global Teletherapy’s inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information and tools in existence prior to the commencement of the Services, including, but not limited to, ideas (whether or not patentable) know-how, technical data, techniques, concepts, information or tools, and all associated intellectual property rights thereto developed by Global Teletherapy or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance or modify Global Teletherapy’s Preexisting Intellectual Property. Global Teletherapy’s Preexisting Intellectual Property also means all inventions (whether or not patentable), works of



authorship, designs, know-how, ideas, information and tools, including without limitation software and programming tools developed by Global Teletherapy or its personnel in connection with providing Services generally to support Global Teletherapy's product and/or service offerings (including, without limitation the Services) and which can be so used without use of Client's Confidential Information.

5.3. Grant of License. Client agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided Client is not in breach of any term of this Agreement, Global Teletherapy grants Client a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Global Teletherapy expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

7. Limitation of Liability. In no event will Global Teletherapy be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if Global Teletherapy knew or should have known of the possibility of such damages. Global Teletherapy's cumulative liability relating to this Agreement will not exceed the lesser of actual fees paid by Client to Global Teletherapy during the school year immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$1,000. Client acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the Agreement.

8. Non-Solicitation. Client shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any Global Teletherapy employee or contractor without Global Teletherapy's prior written consent.

9. Indemnification. Client agrees to indemnify and hold harmless Global Teletherapy, its officers, agents and employees against any and all losses, consequential damages, incidental damages, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Client, its officers, agents, or employees in connection with the Services.

Global Teletherapy agrees to defend, indemnify, and save free and harmless Client, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Global Teletherapy, its officers, agents, or employees in connection with the Services.



If any party to this Agreement has a claim made against it for which it has the right to indemnification hereunder (such party, the "Claiming Party"), then the Claiming Party shall promptly provide the other party hereto (the "Indemnifying Party") notice of the commencement of any such claim; but the omission so to notify the other party will not relieve it from any liability which it may have to the other party otherwise than under this Agreement. The foregoing indemnification obligations shall include against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that the Claiming Party becomes legally obligated to pay because of any claim or claims made against or by it in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative (including an action by or in the right of the Claiming Party) to which Claiming Party is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the services provided pursuant to this Agreement. The Indemnifying Party shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by the Claiming Party in connection with such proceeding upon receipt of an undertaking by or on behalf of the Claiming Party to repay said amounts if it shall be determined ultimately that Claiming Party is not entitled to be indemnified under the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, no Claiming Party shall be entitled to indemnification by the Indemnifying Party if the Claiming Party's conduct giving rise to the claim for which indemnification is sought constitutes willful misconduct or is a violation of criminal law.

10. Designation of Client's Responsible Party. In order to best facilitate the implementation of this Agreement, Client agrees to designate a contact person responsible for the implementation and facilitation of this agreement, as well as a contact person(s) at each site the Services will be delivered (each such person shall hereinafter be referred to as the "Client Responsible Party").

11. Client Representations. Client hereby represents and warrants to Global Teletherapy as follows: (i) Client has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Client has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Client, (iv) this Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with



or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Client is a party or any terms or provisions thereof.

12. Independent Contractor. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.

13. Arbitration. The Parties agree that any and all disputes, claims, or demands in any way arising out of or relating to this Agreement shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in Baltimore, Maryland.

14. Assignment. Global Teletherapy's rights and obligations under this agreement will bind and inure to the benefit of its successors and permitted assigns.

15. Headings. The headings in this Agreement do not affect its interpretation.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the Services to be provided pursuant to this Agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning its subject matter.

17. Severability. In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of law provisions thereof.

Remainder of page left intentionally blank.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 4th day in May 2020.

GLOBAL TELETHERAPY, LLC

By: _____ *[Handwritten Signature]* 5/4/21

Its: CEO_____

Columbus Public Schools

By: _____

Its: _____



Exhibit A: Services, Schedule, Fees and Support

1. Services. Global Teletherapy will make available to Client qualified licensed Occupational Therapists, Speech Therapists and Mental Health Professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs, including, but not limited to: direct therapy, evaluations, consultation, IEP meeting scheduling, preparation and attendance, review of records to familiarize case manager with student history, monthly case notes, collaboration with staff and parents, preparation, daily documentation, scheduling and other related tasks.
2. Schedule and Location of Services. Services will be provided exclusively via computer or telepractice, unless otherwise agreed in writing.
3. Summary of Scope of Work. Global Teletherapy understands that the scope of Services to be provided are as follows: The following list will outline the services and rates provided by Global Teletherapy's Nebraska licensed/credentialed therapists. For purposes of this Contract, The details on the work to be provided will be:

Per Diem Services to be provided by Global Teletherapy Speech Therapists for 72 hours per week for \$4,464 per week. The Speech Therapists will provide all Speech Therapy Related services to schools in Nebraska as directed by Columbus Public Schools and will be compensated regardless of caseload or absences. Working time will include direct therapy, evaluations, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

4. Equipment. Client may purchase web cameras, headsets, and Occupational Therapy (OT) toolkits from Global Teletherapy, at \$45 per webcam, \$40 per head set, and \$50 per OT toolkit.
5. Invoices. Global Teletherapy shall invoice Client on a monthly basis and Client shall pay all amounts due within thirty (30) days of Global Teletherapy invoice date.
6. No Refund. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.
7. Outstanding Balances. Balances outstanding in excess of thirty (30) days shall accrue interest at a rate equal to the Applicable Federal Rate plus one and one half percent



(1.5%) per month, from due date until paid, plus Global Teletherapy's reasonable costs of collection.

8. Standard Maintenance & Support Plan. Client understands that therapists of Global Therapy provide the Services through a third-party platforms created, maintained, updated and provided by Citrix/GoToMeeting and Zoom (the "Third-party Providers"). The Maintenance & Support services offered by Global Teletherapy are limited to assisting the client in working with the Third-Party Provider to troubleshoot and resolve any issues that affect the provision of the Services.
- a. Global Teletherapy has chosen to use the Third-party Provider platforms because of its reliability and the availability of dedicated, professional technical support in the unlikely event a technical problem arises. In addition, since Third-party Providers are currently employed by many users, we do not expect, anticipate or foresee any significant technical problems. However, should a problem arise prior to, during, or following a teletherapy session, the following policies have been designed to facilitate the best user experience.
 - b. If during a session, a problem arises, then the therapist will perform initial troubleshooting, using his/her knowledge and experience with the system and/or by calling Third-party Provider support and following their instructions. A Client paraprofessional must be available to follow any instructions or support recommendations of the therapist or Third-party Provider support. Therapist involvement in troubleshooting will not exceed the duration of one session. If the problem is not resolved by the end of the session, therapist will contact Global Teletherapy, and a Global Teletherapy representative will be in touch with the Client Responsible Party and/or Third-party Provider Support to identify the problem. The Client Responsible Party shall work with Global Teletherapy in commercially reasonable manner to resolve this issue.
 - c. If the problem is determined by Global Teletherapy and Citrix or Zoom to be the result of an internal Citrix or Zoom, clinician, internet, hardware or other Global Teletherapy-related issue, Global Teletherapy will assume responsibility for resolving the issue, and will work to solve the problem in a commercially reasonable manner.
 - d. Any necessary repairs to be made by Global Teletherapy or Client are expected to be performed in a commercially reasonable manner and on a reasonable timeline.
 - e. Client agrees to cooperate and work closely with Global Teletherapy to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Client's approval on a case-by-case



basis, Users may be asked to provide remote access to their workstation for troubleshooting purposes.

- f. Global Teletherapy will work with users to set-up and trouble-shoot new equipment. Additional equipment (beyond what is provided to the user as stated in the Agreement) is the responsibility of the Client. Upon Client's request Global Teletherapy can order necessary equipment but user will be invoiced for such equipment.
- g. Global Teletherapy cannot support the use of hardware, software and operating system configurations that do not meet the specified requirements found within this Agreement.
- h. Global Teletherapy may change its Standard Maintenance & Support Plan from time to time in its sole discretion.

Exhibit B: Environment, Equipment, and Supervision

Client shall provide Global Teletherapy with the below. Global Teletherapy will not begin services until all of the below criteria are met in order to ensure student success:

1. Computer Set-Up

- Computer with monitor
- Web camera with 15 FPS (frames per second) capture rate
- Headset (or speakers if in an empty room) with attached microphone (provided by GT)
- Phone or cell phone with speaker capability in the immediate vicinity of the computer where service is delivered.

Operating system	Windows XP with SP3 or later Windows 7 or later Mac OS X MacOS 10.7 or later
Web Browser	Windows: IE7+, Firefox, Chrome, Safari 5+ Mac: Safari 5+, Firefox, Chrome
Internet connection	5 Mbps



Software	Zoom Desktop App JavaScript enabled
Hardware	4GB or more of RAM Headset Webcam

Whitelist globalteletherapy.com and Citrix web addresses and zoom web addresses (provided by Global Teletherapy)

2. Environment

- a. A suitable non-noisy controlled space such as a resource room, classroom, computer room, library and/or home setting.
- b. Ample lighting that shines either (i) from above the student or (ii) directly on the face of the student but not (iii) from behind the student and directly into the webcam.

3. Supervision

- a. A paraprofessionals (or parents) to provide the below services. Additional services may or may not be required.
 - i. Transporting the student to/from the telepractice session.
 - ii. Assisting the student with technology set-up (e.g., attaching the headset to the computer).
 - iii. Ensuring that the conferencing connection with remote therapist is functioning. Contacting the therapist via phone if necessary.
 - iv. Remaining in the sessions to ensure that any technology glitches are reported and fixed
 - v. Providing cues, prompts, and models for the student upon therapist direction.
 - vi. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.
- b. The paraprofessional shall act under the directive of Global Teletherapy's Therapist except in the event of an emergency.

B.I.S.T SERVICES AGREEMENT



COUNTERPARTY INFORMATION

Name:	Columbus School District
Address:	PO Box 947, 2508 27 th St, Columbus, NE 68901
Contact:	Jason Harris, Executive Director of Student Services
Telephone:	402-563-7000
Email:	harrisj@discoverers.org

CORNERSTONES OF CARE INFORMATION

Name:	Cornerstones of Care		
Address:	300 E. 36 th Street, Kansas City, MO 64111		
Contact:	Paul McCorkle, Associate Executive Director of Education Programs		
Email:	Paul.McCorkle@cornerstonesofcare.org		
Telephone:	913-244-9906	Fax:	816-508-3797
Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3).			

SERVICES AND COMPENSATION

The services to be performed (“Services”) and the compensation to be paid under this Services Agreement are set forth on the attached documents(s). Capitalized terms used in the attached document(s) will have the meanings assigned to them in this Services Agreement and the attached Terms and Conditions (collectively, including the attached document(s), “Agreement”), unless the context otherwise requires. If Cornerstones of Care is providing Services, it is referred to as “Contractor” and Counterparty is referred to as “Client” under this Agreement; if Cornerstones of Care is receiving Services, it is referred to as “Client” and Counterparty is referred to as “Contractor” under this Agreement.

AGREEMENT

Client agrees to engage Contractor to perform the Services, and Contractor agrees to be so engaged and to perform the Services, in accordance with this Agreement.

SIGNATURES

By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement. If a person is signing below on behalf of an entity or another person, the person signing has been properly authorized and empowered to sign this Agreement on behalf of that entity or other person and to bind that entity or other person to this Agreement.

COUNTERPARTY	CORNERSTONES OF CARE
By:	By: <i>R. PAUL McCorkle</i>
Name:	Name: Paul McCorkle
Title:	Title: Associate Executive Director of Education Programs
Date:	Date: February 11, 2021



ATTACHMENT TO SERVICES AGREEMENT

B.I.S.T Services for the 2021-2022 School Year

<u>Services:</u>	Cornerstones of Care will provide training to teachers of the Counterparty in managing behavioral expectations involving students of the Counterparty.
<u>Compensation:</u>	Counterparty will pay \$25,500 to Cornerstones of Care for the Services.
<u>Billing:</u>	<p>Invoices are payable within 30 days of the receipt of invoice. Invoices will be sent: (Please select from the following options)</p> <ul style="list-style-type: none"> ○ Semi-Annually: Invoices to be sent prior to the school year on July 1st and again January 1st. ○ Annually: Invoice to be sent prior to the school year on July 1st.
<u>Other:</u>	During the term of the Agreement and for two years after the termination of the Agreement, except with the written consent of Cornerstones of Care, Counterparty will not, directly or indirectly, employ or otherwise contract with any employee of Cornerstones of Care who provided Services to the Counterparty during the term of the Agreement, where the duties of such Cornerstones of Care employee included providing Services to the Counterparty.



BIST- Cornerstones of Care

8150 Wornall Road, Kansas City, MO 64114

Office phone 816-508-3652

Cell phone 816-912-9058

www.BIST.org

February 17, 2021

Leaders:

First of all, I want to thank each of you for your courageous leadership through an uncharted school year. It has been amazing to watch educators put forth incredible effort in the continued support of children. What an awesome display of resilience!

It is that time again—planning and budgeting for the 2021-22 school year. Below is a list of supports that can be provided through your annual BIST contract. Since students and teachers will face many challenges as they return to full on-site learning for the first time in over a year, in addition to our traditional supports, we are offering several new professional development classes and services which can be added to your contract. If you are interested in these trainings or supports, please contact me to discuss how the BIST team can most effectively meet your needs.

In-Person, On-Site, or Virtual Support Provided with an Annual BIST Contract

Contact your BIST Consultant to arrange for the following support:

- Grade level, specials classes or department problem-solving meetings
- Staff meetings
- Individual staff problem-solving
- Planning for individual students
- Vision Team meetings
- Classified Staff and/or Substitute training
- Effective management of distance learning
- Parent meetings specific to your school's needs
- Classroom observations to support teachers and provide feedback
- Access to multidistrict parent training
- Support for Recovery and behavior interventionists
- Administrative coaching and support

Additional Supports That Can Be Added to a BIST Contract

Contact the BIST Office if you would like to add any of the following support options to your contract:

- **Additional Day of Consultant Support:** Add another consultant visit each month. Areas of focus could include new teachers, parents, specials classes, interventionists, counselors, or classified staff based on your building's needs.
- **BIST Re-Energizer:** training focused to help staff get back to the philosophical energy of BIST
- **Chaos to Calm—Helping Buildings Achieve and Sustain Calmness:** includes training staff as well as support on implementation of structures and re-entry processes for suspended students or remote learners

Available Training

Contact your BIST Consultant for more information about early registration for the following trainings:

- **Basic BIST** (5 days on site in Kansas City/3 days if virtual is required)
- **BIST Leadership Conference** (2 days)
- **Vision Team Conference** (1.5 days)
- **Classroom Management** (1 day)
- **Mental Health Support for Children** (1 day)
- **Teaching and Protecting** (1 day)
- **Aspiring Leaders Workshop** (1 day fall semester/1 day spring semester)
- **New Teacher Support**: Monthly sessions designed for teachers in years 1-3
- **Administrator Networking**: Monthly sessions with other administrators who are implementing BIST

Looking forward to working with you next year!



Marty Huitt, BIST Director
816.797.1407
Behavior Intervention Support Team (BIST)
Marty.Huitt@gmail.com

B.I.S.T SERVICES AGREEMENT



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Contact:	Jason Harris, Executive Director of Student Services
Telephone:	402-563-7000
Email:	harrisj@discoverers.org

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Address:	300 E. 36 th Street, Kansas City, MO 64111		
Contact:	Paul McCorkle, Associate Executive Director of Education Programs		
Email:	Paul.McCorkle@cornerstonesofcare.org		
Telephone:	913-244-9906	Fax:	816-508-3797
Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3).			

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By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement. If a person is signing below on behalf of an entity or another person, the person signing has been properly authorized and empowered to sign this Agreement on behalf of that entity or other person and to bind that entity or other person to this Agreement.

COUNTERPARTY	CORNERSTONES OF CARE
By:	By: <i>R. PAUL McCorkle</i>
Name:	Name: Paul McCorkle
Title:	Title: Associate Executive Director of Education Programs
Date:	Date: February 11, 2021



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<u>Billing:</u>	<p>Invoices are payable within 30 days of the receipt of invoice. Invoices will be sent: (Please select from the following options)</p> <ul style="list-style-type: none"> ○ Semi-Annually: Invoices to be sent prior to the school year on July 1st and again January 1st. ○ Annually: Invoice to be sent prior to the school year on July 1st.
<u>Other:</u>	During the term of the Agreement and for two years after the termination of the Agreement, except with the written consent of Cornerstones of Care, Counterparty will not, directly or indirectly, employ or otherwise contract with any employee of Cornerstones of Care who provided Services to the Counterparty during the term of the Agreement, where the duties of such Cornerstones of Care employee included providing Services to the Counterparty.



CONTRACTOR AGREEMENT

TITLE PAGE

SCHOOL DISTRICT: **Columbus School District**

ADDRESS: 2508 27th St.
PO Box 947
Columbus, NE 68602

CONTRACTOR: **Omaha Music Therapy LLC**

ADDRESS: 2118 S. 113th St.
Omaha, NE 68144

The Agreement consists of the following AGREEMENT DOCUMENTS:
(Check only those boxes that apply)

- “Title Page” of this Agreement
- “Terms and Conditions” of this Agreement.
- “Attachment A” of this Agreement.

THIS AGREEMENT, to become effective on the date signed by both parties, is between SCHOOL DISTRICT (d\l\b\ a “Columbus School District”) and CONTRACTOR (Omaha Music Therapy LLC) for services rendered.



TERMS AND CONDITIONS

For purposes of this Agreement, "CONTRACTOR" refers to all employees, agents and assigns of the CONTRACTOR.

For valuable consideration, CONTRACTOR agrees to provide scope of services as described in ***Paragraph 1***. The services will be provided throughout the term of this Agreement, unless this Agreement is terminated earlier in accordance with ***Paragraph 3***.

- 1) **Services**. CONTRACTOR agrees to provide all services outlined in ***Attachment A*** of this Agreement. CONTRACTOR agrees that he/she/it shall devote a sufficient number of hours, based upon the needs of SCHOOL DISTRICT communicated to CONTRACTOR, to carry out the responsibilities outlined in this Agreement. CONTRACTOR will not exceed hours outlined by SCHOOL DISTRICT without prior authorization of those hours.
- 2) **Independent Contractor Status**.
 - a) The Parties to this Agreement intend that the relationship between them is that of an independent contractor and not employer/employee.
 - b) **Professional Licensing Fees**. CONTRACTOR is responsible for collecting and paying any required licensing fees to be qualified to provide services outlined in this Agreement.
 - c) **Insurance**. CONTRACTOR shall procure and maintain insurance of the types and in the amounts described below. Said insurance shall be placed with insurance companies that meet with the approval of SCHOOL DISTRICT.:
 - i) **Professional Liability Insurance**. CONTRACTOR shall maintain professional liability insurance or equivalent in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii) **Workers' Compensation Insurance**. CONTRACTOR shall maintain workers' compensation insurance with state regulatory limits if CONTRACTOR employs any individual.
 - iii) **Other Insurance Requirements**. CONTRACTOR shall:
 - (1) Prior to the start of Services, furnish SCHOOL DISTRICT with properly executed certificates of insurance which shall clearly evidence all insurance required in this Section and provide that such insurance shall not be canceled, except on 30 days' prior written notice to SCHOOL DISTRICT.



- (2) Maintain such insurance from the time Services commence until the Services are completed and accepted by SCHOOL DISTRICT.
- 3) Term and Termination. The term of this Agreement shall be for one (1) year commencing on the date signed unless sooner terminated by either party as provided below and will automatically renew for successive one (1) year periods unless terminated by either party as outlined in this Paragraph. This Agreement may be terminated as follows:
- a) Without Cause by Either Party. By either party, without cause and without penalty, upon sixty (60) days' written notice to the other party; or
 - b) Immediately For Cause by SCHOOL DISTRICT. If CONTRACTOR (*or any individual providing services of CONTRACTOR*) has found to have violated any law or regulation, or Contractor has threatened the safety and/or health of SCHOOL DISTRICT's students or staff.
 - c) Within forty-eight (48) hours after termination of this Agreement for any reason, CONTRACTOR agrees to deliver to SCHOOL DISTRICT:
 - i) Any SCHOOL DISTRICT keys, equipment or other property; and
 - ii) Any written or electronic documentation involved in the scope of work.
- 4) Payment of Services:
- (a) CONTRACTOR agrees to submit a monthly invoice to the Administrator of SCHOOL DISTRICT by the 5th day of each month for the total number of hours worked for the month previous.
 - (b) Payment: SCHOOL DISTRICT will pay CONTRACTOR by the last day of the month for the service charges submitted for payment.
 - (c) Tips: CONTRACTOR may accept no tips for services.
 - (d) CONTRACTOR will be responsible for supplying all equipment, supplies and products (*other than operating supplies, provided by SCHOOL DISTRICT*) in order to perform their job according to this Agreement unless discussed and approved by School District Administrator.
 - (e) The CONTRACTOR fee for service is \$70 per hour. CONTRACTOR fee includes all duties related to this contract: sessions, travel, meetings, in-services, preparation, documentation, consultations with other district personnel, music purchase, equipment costs, etc.



(f) No changes may be made to this hourly rate without prior approval by SCHOOL DISTRICT.

5) Notice. Any notice required by either party in this Agreement will be deemed sufficient if hand-delivered or mailed by first class mail to the following addresses:

(a) SCHOOL DISTRICT: Attn: Jason Harris
2508 27th St.
PO Box 947
Columbus, NE 68602

(b) CONTRACTOR: Omaha Music Therapy LLC
2118 S. 113th St.,
Omaha, NE 68144

6) Confidentiality. "Confidential Information" means any information relating to SCHOOL DISTRICT or SCHOOL DISTRICT's staff or students. Unless such Confidential Information: (i) was previously known to CONTRACTOR free of any obligation to keep it confidential; (ii) is subsequently made public by SCHOOL DISTRICT or by a third party having a legal right to make such disclosure; or (iii) was known to CONTRACTOR prior to receipt of same from SCHOOL DISTRICT or SCHOOL DISTRICTS's student or staff, the Confidential Information shall be held in confidence by CONTRACTOR and shall be used only for the purposes provided in this Agreement. CONTRACTOR shall use the same degree of care to safeguard SCHOOL DISTRICT's Confidential Information as it uses to safeguard its own. However, CONTRACTOR may comply with any subpoena or similar order related to materials delivered to CONTRACTOR provided that it shall, unless prohibited by law, notify SCHOOL DISTRICT promptly of any such subpoena or notice prior to responding to said subpoena or notice. SCHOOL DISTRICT shall pay CONTRACTOR's reasonable costs for such compliance if CONTRACTOR is not reimbursed by the issuer of the subpoena or notice.

7) Indemnification. CONTRACTOR agrees to indemnify, defend and hold SCHOOL DISTRICT, its owners, officers, team members, agents, and assignees or contracting parties harmless from any and all liability, claims or causes of action of any kind related to the services provided under this Agreement by the CONTRACTOR or any individual employed by CONTRACTOR.

8) Amendment. This Agreement may be modified at any time if the amendment is in writing and signed and dated by both parties.

9) Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, the parties agree to negotiate in good faith to revise or amend the agreement to eliminate the invalid provision. If the parties are unable to reach



agreement on the necessary revisions or amendments, this Agreement may be terminated by either party without consequence with the provision of thirty (30) days written notice.

10) Complete Agreement, Binding Effect. This Agreement shall represent the complete understanding between the Parties, subject to State law and regulations. This Agreement shall be governed according to the laws of the State of Nebraska and shall be binding upon the Parties hereto, their heirs, successors, legal representatives and assigns.

In witness hereof, the Parties have executed this Agreement to become effective on the day indicated below.

CONTRACTOR:
Omaha Music Therapy LLC

SCHOOL DISTRICT:
Columbus School District

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



ATTACHMENT A

Job Description

<u>Job Title:</u>	School District Music Therapist
<u>Department:</u>	Special Education
<u>Accountability:</u>	Special Education Administrator
<u>Supervises:</u>	Music Therapy Practicum Students and Interns

Job Summary:

As a member of the IEP team, the music therapist's main role will be in providing music therapy to the students in accordance with the IEP. The music therapist, upon receiving the referral, will assess the student, set goals and objectives for the student, implement music therapy, and continue to reassess the student as needed. The music therapist will also be responsible for educating the staff about music therapy when necessary as well as supervise interns and practicum students. The music therapist will consult with other members of the IEP on the therapeutic uses of music.

Duties and Responsibilities:

1. Follows appropriate standards of practice as set forth by the American Music Therapy Association (AMTA), the Certification Board of Music Therapists (CBMT).
2. Maintains Board Certification by the CBMT and complies with continuing music therapy education requirements.
3. Maintains confidentiality and privacy of student and family
4. Educates school district staff members on the appropriate use of the music therapy program and encourages referrals from all staff.
5. Completes the music therapy assessment for students referred and devises a treatment plan, contributing to the IEP.
6. Provides music therapy sessions to student in accordance with the IEP.
7. Uses music therapy to treat a variety of medical, psychological, emotional, educational and social needs of students in an age-appropriate manner.
8. Uses music that is consistent with the student/family cultures, religions, and values
9. Knowledge of a variety of musical genres and styles.
10. Musical skills are demonstrated with competence and include: soothing singing voice, guitar and piano proficiency, and knowledge of other recreational instruments



11. Demonstrates knowledge of music therapy research and uses best practices in clinical interventions.
12. Incorporates the knowledge of the unique issues related to the educational setting
13. Ability to recognize student's strengths and weaknesses as well as their support systems.
14. Demonstrates an understanding of the student's diagnosis and how it relates to music therapy techniques utilized
15. Demonstrates good communication skills and an ability to facilitate communication among students, teachers, educational assistants and other staff.
16. Provides in-services regarding the use of music therapy in schools to staff and community members as needed
17. Maintains infection control procedures and reports cases of suspected abuse/neglect to the immediate supervisor
18. Completes invoice accurately and submit per policy
19. Completes all documentation in a timely manner and per school district policy.
20. Knows the school district's emergency disaster preparedness plan and is prepared to implement if required.
21. Represents the school district in a professional manner at all times.
22. Maintains regular attendance.
23. Completes other duties as assigned.
24. Stays up to date on the Center for Disease Control recommendations regarding singing, gatherings, PPE use, as relates to COVID-19 and any other outbreak that should occur.

Age Specific Criteria:

1. Demonstrates the knowledge, skills, and abilities necessary to provide care to all age groups serviced by the school district program.
2. Demonstrates the ability to assess, provide, and interpret age-related data.
3. Demonstrates the ability to interpret age-specific responses to symptom management in treatment.