

Committee As A Whole  
Monday, May 13, 2024 5:30 PM  
Kramer Education Center  
2410 16th Street, Suite A  
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 ensures all can hear proceedings

I.E. Presentations

I.E.1. North Park Presentation

I.F. Board Special Functions

I.F.1. The classified wage increase schedule for 2024-2025

I.F.2. First Reading of Policy 606.03 and 606.03R1

I.F.3. Approval of the Elementary Supply Lists for 2024-2025

I.F.4. Request for funding for the SkillsUSA National Competition

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 Graduate List 2024

- I.G.6. Professional Travel
- I.H. Acceptance of Gifts/Donations
- I.I. Curriculum and Instruction
  - I.I.1. Policies
  - I.I.2. Administrative Functions
  - I.I.3. Updates
- I.J. Business Operations and Human Relations
  - I.J.1. Policies
  - I.J.2. Administrative Functions
  - I.J.3. Updates
- I.K. Buildings & Sites/Technology
  - I.K.1. Policies
  - I.K.2. Administrative Functions
    - I.K.2.1. ServiceMaster Contract for 2024-2025
    - I.K.2.2. Boiler Replacement Project
  - I.K.3. Updates
- I.L. Student Services
  - I.L.1. Policies
  - I.L.2. Administrative Functions
    - I.L.2.1. Presence Contract for Speech
    - I.L.2.2. ESU 7 Contracted Services for 2024-2025
    - I.L.2.3. Soliant Health Contract for 2024-2025
    - I.L.2.4. Phase 1 Special Education Staffing Plan

I.L.2.5. 4 Day a Week Preschool Calendar

I.L.2.6. Omaha Music Therapy Contract for 2024-2025

I.L.3. Updates

I.M. Superintendent's Report

I.N. Board Sharing

I.O. Executive Session

I.P. Adjourn

**CLASSIFIED SALARY SCHEDULE 2024-2025**

Step	ASP Support Staff	ASP Lead Staff	ASP Site Director	Food- service	Kitchen Manager®	Regular / Title / EL Para	Bilingual Para (Non-SPED)	SpEd/A+ Alt./CLS Para	High Needs SpEd Para	CNA*	LPN*
	Step Rate .22			Step Rate .25	Step Rate .375	Step Rate .25			Step Rate .25		
1	\$13.38	\$14.77	\$15.71	\$15.65	\$17.53	\$15.71	\$16.34	\$16.25	\$16.83	\$19.22	\$22.24
2	\$13.60	\$14.99	\$15.93	\$15.90	\$17.90	\$15.96	\$16.59	\$16.50	\$17.08	\$19.47	\$22.49
3	\$13.82	\$15.21	\$16.15	\$16.15	\$18.28	\$16.21	\$16.84	\$16.75	\$17.33	\$19.72	\$22.74
4	\$14.04	\$15.43	\$16.37	\$16.40	\$18.65	\$16.46	\$17.09	\$17.00	\$17.58	\$19.97	\$22.99
5	\$14.26	\$15.65	\$16.59	\$16.65	\$19.03	\$16.71	\$17.34	\$17.25	\$17.83	\$20.22	\$23.24
6	\$14.48	\$15.87	\$16.81	\$16.90	\$19.40	\$16.96	\$17.59	\$17.50	\$18.08	\$20.47	\$23.49
7	\$14.70	\$16.09	\$17.03	\$17.15	\$19.78	\$17.21	\$17.84	\$17.75	\$18.33	\$20.72	\$23.74
8	\$14.92	\$16.31	\$17.25	\$17.40	\$20.15	\$17.46	\$18.09	\$18.00	\$18.58	\$20.97	\$23.99
9	\$15.14	\$16.53	\$17.47	\$17.65	\$20.53	\$17.71	\$18.34	\$18.25	\$18.83	\$21.22	\$24.24
10	\$15.36	\$16.75	\$17.69	\$17.90	\$20.90	\$17.96	\$18.59	\$18.50	\$19.08	\$21.47	\$24.49
11	\$15.58	\$16.97	\$17.91	\$18.15	\$21.28	\$18.21	\$18.84	\$18.75	\$19.33	\$21.72	\$24.74
12	\$15.80	\$17.19	\$18.13	\$18.40	\$21.65	\$18.46	\$19.09	\$19.00	\$19.58	\$21.97	\$24.99
13	\$16.02	\$17.41	\$18.35	\$18.65	\$22.03	\$18.71	\$19.34	\$19.25	\$19.83	\$22.22	\$25.24
14	\$16.24	\$17.63	\$18.57	\$18.90	\$22.40	\$18.96	\$19.59	\$19.50	\$20.08	\$22.47	\$25.49
15	\$16.46	\$17.85	\$18.79	\$19.15	\$22.78	\$19.21	\$19.84	\$19.75	\$20.33	\$22.72	\$25.74
16	\$16.68	\$18.07	\$19.01	\$19.40	\$23.15	\$19.46	\$20.09	\$20.00	\$20.58	\$22.97	\$25.99
17	\$16.90	\$18.29	\$19.23	\$19.65	\$23.53	\$19.71	\$20.34	\$20.25	\$20.83	\$23.22	\$26.24
18	\$17.12	\$18.51	\$19.45	\$19.90	\$23.90	\$19.96	\$20.59	\$20.50	\$21.08	\$23.47	\$26.49
19	\$17.34	\$18.73	\$19.67	\$20.15	\$24.28	\$20.21	\$20.84	\$20.75	\$21.33	\$23.72	\$26.74
20	\$17.56	\$18.95	\$19.89	\$20.40	\$24.65	\$20.46	\$21.09	\$21.00	\$21.58	\$23.97	\$26.99

Step	Day Custodian®	Night Custodian	Night Cust. Supervisor.	Maintenance	Grounds Crew	Site/Dept. Supv.	Bus Drivers	Translator	General Office Staff	Head/Principal Secretary PK-12
	Step Rate .375		Step Rate .25				Step Rate .3	Step Rate .25	Step Rate .25	
1	\$17.14	\$16.80	\$17.10	\$18.34	\$17.14	\$19.37	\$19.43	\$19.20	\$17.07	\$17.85
2	\$17.52	\$17.05	\$17.35	\$18.59	\$17.39	\$19.62	\$19.73	\$19.45	\$17.32	\$18.10
3	\$17.89	\$17.30	\$17.60	\$18.84	\$17.64	\$19.87	\$20.03	\$19.70	\$17.57	\$18.35
4	\$18.27	\$17.55	\$17.85	\$19.09	\$17.89	\$20.12	\$20.33	\$19.95	\$17.82	\$18.60
5	\$18.64	\$17.80	\$18.10	\$19.34	\$18.14	\$20.37	\$20.63	\$20.20	\$18.07	\$18.85
6	\$19.02	\$18.05	\$18.35	\$19.59	\$18.39	\$20.62	\$20.93	\$20.45	\$18.32	\$19.10
7	\$19.39	\$18.30	\$18.60	\$19.84	\$18.64	\$20.87	\$21.23	\$20.70	\$18.57	\$19.35
8	\$19.77	\$18.55	\$18.85	\$20.09	\$18.89	\$21.12	\$21.53	\$20.95	\$18.82	\$19.60
9	\$20.14	\$18.80	\$19.10	\$20.34	\$19.14	\$21.37	\$21.83	\$21.20	\$19.07	\$19.85
10	\$20.52	\$19.05	\$19.35	\$20.59	\$19.39	\$21.62	\$22.13	\$21.45	\$19.32	\$20.10
11	\$20.89	\$19.30	\$19.60	\$20.84	\$19.64	\$21.87	\$22.43	\$21.70	\$19.57	\$20.35
12	\$21.27	\$19.55	\$19.85	\$21.09	\$19.89	\$22.12	\$22.73	\$21.95	\$19.82	\$20.60
13	\$21.64	\$19.80	\$20.10	\$21.34	\$20.14	\$22.37	\$23.03	\$22.20	\$20.07	\$20.85
14	\$22.02	\$20.05	\$20.35	\$21.59	\$20.39	\$22.62	\$23.33	\$22.45	\$20.32	\$21.10
15	\$22.39	\$20.30	\$20.60	\$21.84	\$20.64	\$22.87	\$23.63	\$22.70	\$20.57	\$21.35
16	\$22.77	\$20.55	\$20.85	\$22.09	\$20.89	\$23.12	\$23.93	\$22.95	\$20.82	\$21.60
17	\$23.14	\$20.80	\$21.10	\$22.34	\$21.14	\$23.37	\$24.23	\$23.20	\$21.07	\$21.85
18	\$23.52	\$21.05	\$21.35	\$22.59	\$21.39	\$23.62	\$24.53	\$23.45	\$21.32	\$22.10
19	\$23.89	\$21.30	\$21.60	\$22.84	\$21.64	\$23.87	\$24.83	\$23.70	\$21.57	\$22.35
20	\$24.27	\$21.55	\$21.85	\$23.09	\$21.89	\$24.12	\$25.13	\$23.95	\$21.82	\$22.60

- Note 1: Secretary Classification: 1: Other Secretarial positions; 2: Head Building or Principal Secretary PK-12
- Note 2: Substitutes hired for positions on this salary schedule are paid at the starting hourly wage for that position.
- Note 3: Translators who are not regular district employees are paid at the starting hourly wage for that position.
- Note 4: ASP Lead Staff and Site Directors who are also regular district employees are paid at their regular hourly rate.
- Note 5: Nurse and Nurse Aid Substitutes are paid at their licensure rate. RN \$28.00, CNA & LPN at Step 1.
- Note 6: Media Specialist Substitute Rate: \$17.00
- Note 7: Accompanist Substitute Rate: \$24.00
- Note 8: Individual Rates are assigned to staff not designated on this schedule.

**Base Calculation** 3.20%  
**Board Approved** \_\_\_\_\_

## OBJECTION TO MEDIA AND INSTRUCTIONAL MATERIALS

Members of the school district community may object to the media or instructional materials utilized in the school district and ask for their use to be reconsidered. In the event a citizen wishes to make an objection, the following steps will be followed.

~~It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations for reconsideration of media or instructional materials.~~

“1. A **citizen** who wishes to have material reconsidered will submit to the Superintendent a "Citizen's Request for Reconsideration of a Book or Material" form.

2. The Superintendent will appoint a committee of faculty members to review the allegations concerning the material in question. This committee shall consist of classroom teachers familiar with the materials, librarians and a principal. The committee will review the material to see if it meets the selection standards adopted by the Board of Education in Policy 606.04.

3. The Committee, within a reasonable time, will report to the Superintendent its findings and recommendation:

a. Removal of the book or material;

b. Removal of the book or material to **select file**; (be shelved in separate location)

c. That the book remains on the shelf or classroom in general use.

4. The Superintendent will inform the citizen of the committee's decision and will inform the citizen of his/her right to appeal the decision to the Board of Education.

5. Final decision will rest with the Board of Education.”

Cross Reference: 202.12 Public Participation in Board Meetings  
403.05 Public Complaints About Employees  
603 Curriculum Development

Policy

Adopted: 12/11/06

Amended: 12/10/07

COLUMBUS PUBLIC SCHOOLS

Columbus, Nebraska

Reviewed: 8/10/09

Reviewed: 12/19/22

## COMPLAINTS CONCERNING LIBRARY OR INSTRUCTIONAL MATERIALS

The Board of Education, as established through policy, recognizes procedures for the selection of library and instructional books. The Board of Education further recognizes the rights of students to have access to a variety of materials. The Board of Education will strongly challenge censorship of books that have been selected according to prescribed standards.

The Board of Education, however, recognizes that errors can be made in the selection of materials and therefore establishes a procedure by which citizens may request that the use of a particular library or instructional material be reconsidered. The following procedure will be followed:

1. A **citizen** who wishes to have material reconsidered will submit to the Superintendent a "Citizen's Request for Reconsideration of a Book or Material" form which will be provided by any building principal or librarian for this purpose.
2. The Superintendent will inform the Board that a complaint has been made.
3. The Superintendent will appoint a committee of faculty members to review the allegations concerning the material in question. This committee shall consist of classroom teachers familiar with the materials, librarians and a principal. The committee will review the material to see if it meets the selection standards adopted by the Board of Education in Policy 606.04.
4. The Committee, within a reasonable time, will report to the Superintendent its findings and recommendation:
  - a. Removal of the book or material;
  - b. Removal of the book or material to **select file**; (be shelved in separate location)
  - c. That the book remains on the shelf or classroom in general use.
5. The Superintendent will inform the citizen of the committee's decision and will inform the citizen of his/her right to appeal the decision to the Board of Education.
6. Final decision will rest with the Board of Education.
7. Also see Board Policy 1005.02, Parent Involvement and Participation.

Regulation  
Approved: 12/11/06  
Amended: 12/10/07

COLUMBUS PUBLIC SCHOOLS  
Columbus, Nebraska  
Reviewed: 8/10/09

## Columbus Public Schools Elementary School Supply List 2024-2025

### PRESCHOOL

**The following items need to have names on them:**

- 1 - Change of clothes (season appropriate--does not need to be new)
- 1 - Bookbag -- large enough to hold a folder, no rollers and can be opened and closed by child without help
- 1 - Folder that will fit in bookbag

**The following items will be shared and do not need names:**

- 1 - 24 count box of **Crayola** crayons
- 1 - Box Washable markers
- 1 - Glue (4oz bottle)
- 1 - Roll of paper towels
- 1 - Large box of Kleenex
- 2 - Containers Disinfecting wipes (Clorox, Lysol, etc.)
- 1 - Package Cheap White paper plates
- 1 - Box Ziplock Bags (Any Size)

### KINDERGARTEN

**The following items need to have names on them:**

- 1 - Pencil box with hinged lid (plastic only)
- 1 - Bookbag -- large enough to hold a folder, no rollers and can be opened and closed by child without help
- 1 - Change of clothes (season appropriate--does not need to be new)
- 1 - Headphones (**No Earbuds**) to use with ipads - Wired, not wireless/bluetooth

**The following items will be shared and do not need names:**

- 8 - Glue sticks
- 2 - 24 count box of **Crayola** crayons (regular size, No Rose Art please)
- 1 - **Crayola** Washable Watercolor Paint
- 8 - Fine point **EXPO** dry erase markers (black only)
- 1 - 1-Subject spiral bound notebook (wide ruled)
- 1 - Package of 12, #2 yellow pencils (sharpened)
- 1 - Box of **Crayola** markers
- 1 - Fiskar scissors
- 2 - Large boxes of Kleenex
- 2 - Roll of paper towels
- 1 - Container Clorox wipes
- 1 - 12 oz. bottle of hand sanitizer
- 1 - Box of Ziploc Bags -- Boys bring Gallon or Quart  
-- Girls bring Snack Size

### 1ST GRADE

**The following items need to have names on them:**

- 1 - Book Bag
- 1 - Fiskar scissors-Child Size
- 1 - 6" x 8" Pencil box
- 1 - 3-Hole pencil pouch w/ zipper
- 2 - 3-Hole punched folders w/ bottom pockets (No metal clasps)
- 1 - 3-ring **clear-view** binder (1 inch)
- 1 - Headphones to use with ipads - Wired, not wireless/bluetooth

**The following items will be shared and do not need names:**

- 2 - 24 count box of **Crayola** crayons (No Rose Art please)
- 4 - Glue sticks
- 1 - Package of 12, #2 yellow pencils (sharpened)
- 2 - Large erasers
- 4 - Expo dry erase markers (black only)
- 1 - Clorox Wipes
- 1 - 10-12 oz. hand sanitizer
- 2 - Large boxes of Kleenex to share
- 1 - Box of Gallon Ziplock Bags-- Girls
- 1 - Box of Quart Ziplock Bags-- Boys

### 2ND GRADE

- 1 - Book Bag
- 2 - 24 count box of **Crayola** crayons
- 1 - Fiskar scissors
- 4 - Glue sticks
- 2 - Large erasers
- 2 - Packages of 12, #2 yellow pencils (sharpened, no sparkles)
- 1 - Plastic pencil box (no larger than 6" x 8")
- 3 - Pocket folders with two bottom pockets, **3-hole punched**
- 1 - Wide Ruled Spiral Notebook
- 1 - Box of Ziploc bags -- Boys bring Snack  
-- Girls bring Quart
- 2 - Large boxes of Kleenex to share
- 1 - Container Clorox wipes (boys)
- 1 - Hand Sanitizer (girls)
- 2 - 3-ring solid color binder with inside pockets (1 inch)
- 8 - Expo dry erase markers (**BLACK** only)
- 1 - Headphones to use with ipads - (Wired, not wireless/bluetooth, no earbuds)

### 3RD GRADE

- 1 - Book bag
- 1 - 3-ring binder with pockets (1 inch)
- 4 - Glue sticks
- 8 - Expo dry erase markers (black only)
- 2 - Packages of 12, #2 yellow pencils (sharpened)
- 1 - Red pens (for checking)
- 2 - Large erasers
- 1 - 24 count box of **Crayola** crayons
- 1 - **Crayola** markers
- 1 - 3 ring pencil pouch
- 1 - Fiskar scissors
- 3 - Folders w/ two bottom pockets (3 hole punched, **No PRONGS**)
- 1 - Clorox Wipes
- 1 - hand sanitizer
- 2 - Large boxes of Kleenex to share
- 1 - Gallon Baggies- Girls
- 1 - Quart Baggies - Boys
- 1 - Headphones to use with iPads - Wired, boom microphone preferred

### 4TH GRADE

- 1 - Headphones to use with ipads - Wired, not wireless/bluetooth
- 1 - Book bag
- 1 - Fiskar scissors
- 2 - Glue sticks
- 2 - Pink Erasers
- 3 - Packages of 12, #2 yellow pencils (sharpened)
- 8 - Expo dry erase markers (**Black**)
- 1 - Box **Crayola** markers
- 1 - 24 or 48 count box of **Crayola** crayons
- 1 - Zipper pencil pouch
- 3 - Plastic folders with bottom pockets & 3 hole punch (No Prongs)
- 1 - 1-Subject spiral bound notebook (wide ruled)
- 1 - 3-ring binder (1 1/2 inch)
- 3 - Large boxes of Kleenex to share
- 1 - 10-12 oz. hand sanitizer
- 1 - Container Clorox wipes

**School supplies should be replaced periodically.  
Classroom teachers may determine to collect items for classroom community use.**

Regular Meeting  
Monday, April 15, 2024 5:30 PM Central

Kramer Education Center  
2410 16th Street, Suite A  
Columbus, NE 68601

Candace Becher: Absent  
Mark Brown: Absent  
Michael Jeffryes: Present  
Doug Molczyk: Present  
Theresa Seipel: Present  
Douglas Willoughby: Present  
Present: 4, Absent: 2.

## I. Board Meeting

### I.A. Call to Order

### I.B. Roll Call of Board

Motion to excuse board members Becher and Brown from the meeting. Passed with a motion by Doug Molczyk and a second by Michael Jeffryes.

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

Yea: 4, Nay: 0, Absent: 2

Candy Becher and Mark Brown were excused from the meeting.

### I.C. Pledge of Allegiance

### I.D. Notice of Open Meeting Posted

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

### I.E. Mission Statement

Doug Willoughby read the Mission Statement.

### I.F. Opportunity for Public to be Heard

### I.G. Board Special Functions

### I.H. Presentations

#### I.H.1. CHS Presentation

Dave Hiebner, CHS Principal, shared information about CHS. He said the new staff are doing well. Kaitlyn Meyer joined the staff in the second semester. Mr. Hiebner said the staff is a very positive group and are looking forward to next year. The CHS AQUESTT classification is noted as GOOD. ELPA21 testing is showing progress towards proficiency, Mr. Hiebner said that is attributed to the EL staff and all the people working with these students. He said they have had a very large number of newcomers this year. Mr. Hiebner commented that they continue to work with students to help with the EL ACT and ACT. Juniors that take the test and it is often the first test they take of this magnitude.

Mr. Hiebner shared information about chronic absenteeism. He said even when protocols are followed, students can still be considered chronically absent. This is measured on attendance that we cannot control. Across the state, you would likely see the same at other schools in our array. Mr. Hiebner talked about our graduation rate and that we have kids come back and finish, this is a great opportunity that we provide for CPS students.

Mr. Hiebner touched on a few of the UpBeat Staff Survey questions; percentages have risen in autonomy, principal/teacher trust, instructional leadership, appreciation and resources and facilities. Mr. Hiebner showed the list of all the certifications our students have opportunities to work for post-graduation. He talked about the career pathways with percentages of student interest. One pathway we do not currently offer is law and public safety.

Mr. Hiebner shared his excitement about the Bowling Team, NSAA State Champions and Unified Bowling-NSAA State Runner-up, along with our State Wrestling Champions, Brenyn Delano and Mason Petersen. Mr. Heibner said that CHS had a great visit from Congressman Mike Flood.

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

##### I.J. Consent Agenda

Motion to approve the Consent Agenda Passed with a motion by Theresa Seipel and a second by Doug Molczyk.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

##### I.J.1. Approval of Minutes

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

Chip Kay, Director of Finance and Human Resources talked about the financial reports. Financial Report M2-the Nutrition Fund is \$378,000.00 behind last year, there is \$89,000.00 in unpaid bills. The bill was not passed to turn these bills over to the collection agency. Dr. Kay said LPS just adopted a new policy for collections that he plans to review. CPS will need to look at a way to serve alternative meals. The revenue report is where it should be at this time. There were a couple of curriculum payments and facility purchases that were paid from depreciation. Dr. Kay said there will be a bond fund payment coming soon. We have received less than half of the property tax that is expected, state aid runs out after June, and federal reimbursements have started to come in. M4 Expenditure report reflects the bulk of payments paid to payroll, Initiative One for the NexGen Leadership Academy, also noted a payment to Clay Hills Ag for fertilizer.

##### I.J.3. Financial Report M5

##### I.J.4. Certified Personnel

Dr. Kay said principals are very busy hiring and getting people back. CPS is hiring Jason Schapmann for Dr. Kay's job. He said the focus right now is to get through the end of the year without the paras. Many resign at this time of the year.

#### I.J.5. Classified Personnel

#### I.J.6. Professional Travel

#### I.K. Acceptance of Gifts/Donations

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

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

Troy Loeffelholz, Superintendent, reported \$148,318.41 year to date; \$44,604.30 for the month of March.

#### I.L. Curriculum and Instruction

##### I.L.1. Administrative Functions

##### I.L.2. Updates

Teresa Hausmann, Director of Curriculum, Instruction and Assessment talked about a new partnership with ADM and Tallgrass. She updated the group on the pilot program for adult literacy. Mrs. Hausmann shared information on the new teacher orientation and training in July.

She talked about all the work that is being done to prepare next year for the CKLA curriculum. She was able to attend the SkillsUSA competition. She said it was awesome.

#### I.M. Business Operations and Human Relations

##### I.M.1. Administrative Functions

##### I.M.1.1. Fundraising Applications for Approval

The Superintendent recommends that the Board approve the Fundraising Applications, as submitted. Passed with a motion by Doug Molczyk and a second by Michael Jeffryes.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

##### I.M.1.2. Surplus

The Superintendent recommends that the Board declare the items listed as surplus. Passed with a motion by Theresa Seipel and a second by Doug Molczyk.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk:

Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

#### I.M.2. Updates

Dr. Kay gave an update from a session he attended at the school board national convention and thanked the school board for allowing him to attend the event.

### I.N. Buildings & Sites/Technology

#### I.N.1. Administrative Functions

##### I.N.1.1. Contract with Lifetouch for School Photos for 2024-2025

The Superintendent recommends that the Board approve the 2024-2025 Contract with Lifetouch for School Photos, as submitted. Passed with a motion by Douglas Willoughby and a second by Theresa Seipel.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

Leonard Kwapnioski, Director of Building/Sites and Technology gave information regarding the Lifetouch Contract. CPS was up for a new contract. Four companies submitted contracts. LifeTouch offered a good price along with a printer for making identification cards. This is a 4-year bid with 1 year contracts.

#### I.N.2. Updates

Mr. Kwapnioski said the public notice was published in the Columbus Telegram for the boiler project at CMS. He has heard from three companies. He will have them walk through next week. CMS is down to 2 of the 4 boilers. He gave an update on the fence project at Kramer. It is being replaced because of a city ordinance. Mr. Kwapnioski said the company will start the two-day process of spraying the rubber material on the two playgrounds at Kramer.

### I.O. Student Services

#### I.O.1. Administrative Functions

##### I.O.1.1. Special Education Tuition Rates for 2024-2025

The Superintendent recommends that the Board approve the 2024-2025 Special Education Tuition Rates, as submitted. Passed with a motion by Doug Molczyk and a second by Michael Jeffryes.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

Jason Harris, Director of Student Services and Special Education is requesting a \$100.00 increase for special education tuition. This is to meet all daily costs and incorporating all prices into one cost.

#### I.O.1.2. B.I.S.T. Services Agreement for 2024-2025

The Superintendent recommends that the Board approve the B.I.S.T. Services Agreement for 2024-2025, as submitted. Passed with a motion by Douglas Willoughby and a second by Doug Molczyk.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

Mr. Harris presented the BIST Service Agreement. This is for the positive intervention support team. This includes a consultant meeting with all 7 buildings 5 times per year. In the past, this was budgeted from their building expenses. This year some of the cost will be budgeted from Title 4A funding.

#### I.O.1.3. Special Education Projection Numbers

The Superintendent recommends that the Board approve the Special Education Projection Numbers, as submitted. Passed with a motion by Douglas Willoughby and a second by Theresa Seipel.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 4, Nay: 0, Absent: 2

Mr. Harris shared information about the projected enrollment numbers for special education. He explained how the state counts, and how the risk factors have changed. Requirements have changed for birth to 3 years. In the last state report, 18.1% of our student enrollment was special education.

### I.O.2. Updates

#### I.P. Superintendent's Report

Dr. Loeffelholz said the sessions were good at the national convention. He told the board that one SRO is back at CMS and the elementary buildings, the other one will start back in the fall at CHS. He reminded the board of the emergency response drill on Friday, April 19th. Dr. Loeffelholz congratulated Dr. Kay for his Business Official of the Year Award. He also reminded the board of the Top 10% Reception, Honors Night and CHS Graduation.

#### I.Q. Board Sharing

Mark Brown was able to join the meeting via ZOOM. All happy to see Mr. Brown and he was glad to be part of the meeting. Positive feedback from all on the National School Boards Conference. Mention of the ballots and the election on May 14th.

## 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 Michael Jeffryes.

Candace Becher: Absent, Mark Brown: Absent, Michael Jeffryes: Yea, Doug Molczyk: Yea,

Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2

The meeting was adjourned at 7:12pm.

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 15, 2024.

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President

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Secretary

	DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
General Fund	Attachment M4a			\$ 4,125,425.79		
	Attachment M5 (prior Bd Mtg)			\$ 361,900.57		
	Receipts GP checking		\$ 5,165,563.23			
	<b>GENERAL FUND - GREAT PLAINS STATE BANK</b>	\$ 5,153,480.85	\$ 5,165,563.23	\$ 4,487,326.36	\$ 5,831,717.72	\$ 2,422,432.98
Depr Fund	Interest		\$ 1,738.36			
	<b>DEPRECIATION - GREAT PLAINS STATE BANK</b>	\$ 413,665.14	\$ 1,738.36	\$ -	\$ 415,403.50	\$ 2,394,937.84
Temporary Funds -GF	<b>PAYROLL - PINNACLE BANK</b>	\$ 358,862.60	\$ 3,774,552.95	\$ 3,751,734.57	\$ 381,680.98	\$ 350,250.92
	<b>PAYFLEX - PINNACLE BANK</b>	\$ 59,496.39	\$ 10,278.24	\$ 9,242.56	\$ 60,532.07	\$ 52,200.98
Activities	Administration	\$ 628,438.00	\$ 15,384.76	\$ 19,979.10	\$ 623,843.66	\$ 1,078,532.28
	Middle School	\$ 129,990.98	\$ 14,098.62	\$ 14,170.88	\$ 129,918.72	\$ 144,580.88
	High School	\$ 660,341.18	\$ 53,538.22	\$ 52,759.04	\$ 661,120.36	\$ 614,081.15
	<b>ACTIVITY FUNDS - COLUMBUS BANK</b>	\$ 1,418,770.16	\$ 83,021.60	\$ 86,909.02	\$ 1,414,882.74	\$ 1,837,194.31
Nutrition Fund	Interest Income		\$ 1,030.87			
	State Reimbursement		\$ 160,090.19			
	Rct to Expenditures		\$ 6,244.17			
	Student/ Staff meals		\$ 79,244.16			
	<b>NUTRITION FUND - CORNERSTONE BANK</b>	\$ 449,664.77	\$ 246,609.39	\$ 413,991.36	\$ 282,282.80	\$ 824,101.37
Bond Fund	Platte County Treasurer		\$ 271,806.44			
	Butler County Treasurer		\$ 540.95			
	Polk County Treasurer		\$ 1.52			
	Dividends					
	Management Fees					
	Investment Gain		\$ 6,041.41			
	<b>BOND FUND - FNB</b>	\$ 1,881,568.22	\$ 278,390.32	\$ -	\$ 2,159,958.54	\$ 1,531,321.84
Special Building Fund	<b>Building Fund - FNB - account closed</b>	\$ -			\$ -	\$ 405,871.55
	Capital One Public Funding			\$ 207,974.55		
	Receipts		\$ 81,821.11			
	<b>SPECIAL BLDG FUND - BANK OF THE VALLEY</b>	\$ 151,865.13	\$ 81,821.11	\$ 207,974.55	\$ 25,711.69	\$ 364,822.62

Columbus Public Schools  
General Fund Revenue Details  
April 30, 2024

Account Number	Description	Budget	Month To Date	Year To Date	Balance	Percent
01.1.01100.000.000	Property Taxes	(\$27,043,716.00)	(\$1,984,484.79)	(\$13,565,964.64)	(\$13,477,751.36)	50.16%
01.1.01115.000.000	Carline Taxes	(\$8,000.00)	\$0.00	(\$3,218.65)	(\$4,781.35)	40.23%
01.1.01120.000.000	Public Power District Sales Ta	(\$850,000.00)	\$0.00	\$0.00	(\$850,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,345,000.00)	(\$214,680.75)	(\$1,550,449.43)	(\$794,550.57)	66.12%
01.1.01510.000.000	Interest	(\$15,000.00)	(\$9,994.42)	(\$48,897.31)	\$33,897.31	325.98%
01.1.01540.000.000	Income from Real Property	\$0.00	\$0.00	(\$20,607.50)	\$20,607.50	#DIV/0!
01.1.01801.000.000	CASP /Parent Fees	(\$35,000.00)	(\$5,869.00)	(\$64,121.50)	\$29,121.50	183.20%
01.1.01911.000.000	Local License Fees	(\$25,000.00)	\$0.00	(\$1,915.00)	(\$23,085.00)	7.66%
01.1.02110.000.000	County Fines&License Fees	(\$150,000.00)	(\$18,458.22)	(\$179,871.95)	\$29,871.95	119.91%
01.1.03110.000.000	State Aid	(\$14,245,963.00)	(\$1,424,596.00)	(\$11,396,768.00)	(\$2,849,195.00)	80.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$5,253,927.00)	(\$722,493.00)	(\$3,739,059.00)	(\$1,514,868.00)	71.17%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$524.82)	(\$5,435.65)	\$5,435.65	#DIV/0!
01.1.03131.000.000	Property Tax Credit	\$0.00	\$0.00	(\$777,908.98)	\$777,908.98	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	\$0.00	\$0.00	(\$24,834.81)	\$24,834.81	#DIV/0!
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$18,000.00)	(\$29,311.55)	(\$52,622.28)	\$34,622.28	292.35%
01.1.03400.000.000	State Apportionment	(\$777,521.00)	\$0.00	(\$752,949.66)	(\$24,571.34)	96.84%
01.1.03535.000.000	High Ability Learner Allocatio	(\$25,000.00)	\$0.00	(\$25,599.00)	\$599.00	102.40%
01.1.03540.000.000	State Early Childhood Grant	(\$150,000.00)	(\$11,319.00)	(\$22,082.00)	(\$127,918.00)	14.72%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$164,500.00)	(\$41,311.00)	(\$133,507.00)	(\$30,993.00)	81.16%
01.1.03551.000.000	CTE Grant	\$0.00	\$0.00	(\$19,416.00)	\$19,416.00	#DIV/0!
01.1.03599.000.000	Education Quest College Access	\$0.00	\$0.00	(\$21,505.69)	\$21,505.69	#DIV/0!
01.1.04421.000.000	IDEA (611) ARP B-21	\$0.00	\$0.00	(\$28,923.00)	\$28,923.00	#DIV/0!
01.1.04423.000.000	IDEA (PRO) ARP NonPub	\$0.00	\$0.00	(\$13,810.00)	\$13,810.00	#DIV/0!
01.1.04505.000.000	ESSA Title I Receipts	(\$595,719.00)	(\$590,183.00)	(\$590,183.00)	(\$5,536.00)	99.07%
01.1.04509.000.000	ESSA Title II Receipts	(\$226,561.00)	\$0.00	\$0.00	(\$226,561.00)	0.00%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$41,513.00)	\$0.00	\$0.00	(\$41,513.00)	0.00%
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$25,203.00)	\$0.00	(\$27,670.00)	\$2,467.00	109.79%
01.1.04518.000.000	IDEA Enrollment/Poverty Grant	(\$985,568.00)	\$0.00	(\$792,943.00)	(\$192,625.00)	80.46%
01.1.04521.000.000	IDEA Proportionate Share	(\$127,085.00)	\$0.00	(\$112,750.00)	(\$14,335.00)	88.72%
01.1.04525.000.000	Carl Perkins Grants	(\$45,199.00)	\$0.00	(\$114,848.00)	\$69,649.00	254.09%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$104,492.00)	(\$26,838.00)	(\$84,586.00)	(\$19,906.00)	80.95%
01.1.04528.000.000	Title III Immigrant	(\$23,541.00)	(\$56,444.00)	(\$56,444.00)	\$32,903.00	239.77%
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$157,550.00)	\$0.00	(\$149,163.00)	(\$8,387.00)	94.68%
01.1.04708.000.000	Medicaid in Public Schools/DS	(\$45,988.00)	(\$28,384.12)	(\$80,375.26)	\$34,387.26	174.77%
01.1.04709.000.000	Medicaid in Public Schools/MAC	\$0.00	\$0.00	(\$24,919.37)	\$24,919.37	#DIV/0!
01.1.04969.000.000	ESSA Title IV SSAE Grant	\$0.00	\$0.00	(\$4,575.00)	\$4,575.00	#DIV/0!
01.1.04988.000.000	ESSER - ELO/ASP	\$0.00	\$0.00	(\$35,983.00)	\$35,983.00	#DIV/0!
01.1.04994.000.000	HYC Grant (6994)	(\$14,230.00)	\$0.00	\$0.00	(\$14,230.00)	0.00%
01.1.04995.000.000	FEMA/Federal Disaster Funds	(\$150,000.00)	\$0.00	(\$11,795.02)	(\$138,204.98)	7.86%
01.1.04997.000.000	CRRSA Esser II	\$0.00	\$0.00	(\$652,423.00)	\$652,423.00	#DIV/0!
01.1.04998.000.000	ARP Esser III	(\$1,000,000.00)	\$0.00	(\$3,722,817.00)	\$2,722,817.00	372.28%
01.1.05301.000.000	Insurance Claims	\$0.00	\$0.00	(\$8,541.67)	\$8,541.67	#DIV/0!
		(\$54,649,276.00)	(\$5,164,891.67)	(\$38,919,483.37)	(\$15,729,792.63)	71.22%
	Transfers					
	Reimbursements/Refunds		\$ (3,822.00)			
	Interest-Other accounts		\$ 3,150.44			
	<b>TOTAL REVENUE</b>		<b>\$ (5,165,563.23)</b>			

Check Number	Vendor	Amount
17078	LEGACY 23 APARTMENTS	\$1,425.00
17079	SCHOOL DISTRICT #1-PAYROLL	\$3,636,387.12
17080	ASSOCIATED STAFFING, INC	\$4,284.78
17081	BETHUNE, JENEE	\$560.00
17082	DAS STATE ACCTG-CENTRAL FINANCE OCIO	\$330.00
17083	DAYLIGHT DONUTS	\$37.70
17084	EMBASSY SUITES - LINCOLN	\$1,048.00
17085	ESU #7	\$5,067.10
17086	FIRST NATIONAL BANK OMAHA	\$57.37
17087	FIRST NATIONAL BANK OMAHA	\$56.48
17088	FIRST NATIONAL BANK OMAHA	\$1,029.03
17089	FIRST NATIONAL BANK OMAHA	\$780.50
17090	IMAGE TECH & PRINTING	\$140.76
17091	INSPIRA FINANCIAL	\$533.20
17092	JACKSON SERVICES INC.	\$167.83
17093	KAY, CHESTER	\$71.28
17094	MATHESON TRI-GAS INC	\$36.89
17095	MATSON, PAUL	\$8.97
17096	MCPHERSON & JACOBSON, LLC	\$8,149.66
17097	NCSA	\$550.00
17098	NEBRASKA NOTARY ASSOCIATION	\$91.00
17099	PITNEY BOWES INC.	\$1,000.00
17100	STAHL, TANIA	\$72.36
17101	STEALTH BROADBAND	\$2,605.00
17102	T-BONE TRUCK STOP	\$4,262.06
17103	TYLER TECHNOLOGIES	\$340.00
17104	YOUNG, AMY	\$250.00
17105	AMAZON CAPITAL SERVICES	\$1,245.00
17106	CAPITAL ONE/WALMART	\$150.03
17107	HY-VEE FOOD STORES	\$48.40
17108	SUPER SAVER	\$768.42
17109	CHARD, SHERRON	\$150.00
17110	CAPITAL ONE PUBLIC FUNDING	\$200,000.00
17111	APPLE INC.	\$1,495.00
17112	BIG APPLE BAGELS	\$32.08
17113	BROWN, VALERIE	\$6.30
17114	CENTRAL NE COMMUNITY SERVICES	\$3,555.33
17115	CENTRAL NEBRASKA REHAB. SERV	\$44,270.90
17116	CORNERSTONES OF CARE	\$1,000.00
17117	DEVELOPMENTAL DISABILITY CENTER OF NE	\$8,600.62
17118	EMBASSY SUITES - LINCOLN	\$624.00
17119	FATHER FLANAGAN'S BOYS' HOME	\$19,571.40
17120	FIRST NATIONAL BANK OMAHA	\$165.71
17121	FIRST NATIONAL BANK OMAHA	\$9,309.84
17122	FIRST NATIONAL BANK OMAHA	\$1,557.34
17123	GAVER, ALLY	\$26.88
17124	INITIATIVEONE	\$7,500.00
17125	LINCOLN CHILDREN'S ZOO	\$608.00

Check Number	Vendor	Amount
17126	LOEFFELHOLZ, TROY	\$30.00
17127	NEBRASKA NOTARY ASSOCIATION	\$70.00
17128	PATEL, DEVAM LAVKESH	\$21.00
17129	PITNEY BOWES INC RESERVE ACCOUNT	\$436.81
17130	PITNEY BOWES, INC	\$132.78
17131	PLUNKETTS PEST CONTROL	\$1,003.88
17132	ASSOCIATED STAFFING, INC	\$2,887.47
17133	KISSELL, MICHELLE	\$46.88
17134	AMAZON CAPITAL SERVICES	\$1,128.07
17135	CAPITAL ONE/WALMART	\$111.82
17136	HY-VEE FOOD STORES	\$204.26
17137	SUPER SAVER	\$587.07
17138	ACE HARDWARE-COLUMBUS	\$21.93
17139	AED ZONE	\$461.00
17140	ALLEN, ETHAN	\$95.48
17141	ASSOCIATED STAFFING, INC	\$3,209.85
17142	AVILA, SARAH	\$19.70
17143	BOMGAARS	\$288.64
17144	BROWN INDUSTRIES INC	\$332.75
17145	CAPITAL SANITARY SUPPLY	\$650.27
17146	CENTRAL COMM COLLEGE-COL	\$220.00
17147	COLUMBUS ARNOLD MOTOR SUPPLY	\$112.86
17148	CRAVENS, KENDRA	\$187.13
17149	EAKES OFFICE SOLUTIONS	\$5.19
17150	EIDE BAILLY	\$674.00
17151	FILTER SHOP	\$18,281.40
17152	FOREMAN SUPPLY INC	\$45.98
17153	GEHRING CONST. & READY MIX CO.	\$150.50
17154	HOLMBERG, JAMES J, III	\$750.00
17155	IMAGE TECH & PRINTING	\$106.95
17156	J.W. PEPPER & SON, INC	\$530.93
17157	JENSEN, VALERIE	\$202.60
17158	KOCH EXCAVATING CO.	\$104.98
17159	LUNCHTIME SOLUTIONS, INC	\$103.20
17160	MCLEAN, MEGAN	\$99.16
17161	MCS - MY CENTRAL SUPPLY	\$287.53
17162	MENARDS-COL	\$1,898.93
17163	MYTANA MFG CO., INC	\$34.41
17164	NEBRASKA SAFETY CENTER	\$300.00
17165	PAPER TIGER, INC.	\$50.00
17166	PRESENCELEARNING INC	\$29,115.03
17167	PRINTCO GRAPHICS, INC	\$1,880.69
17168	REALLY GOOD STUFF, INC.	\$55.91
17169	RIEDMILLER, RACHELLE	\$18.76
17170	RUTT'S HEATING & AIR CONDITIONING, INC -	\$1,908.72
17171	TCI	\$7,870.80
17172	TEACHER DIRECT	\$62.70
17173	THE HOME DEPOT PRO	\$102.00

<b>Check Number</b>	<b>Vendor</b>	<b>Amount</b>
17174	TRUCK CENTER COMPANIES	\$1,197.40
17175	VOSS LIGHTING	\$1,582.24
17176	DAYLIGHT DONUTS	\$41.20
17177	ESU #7 SPECIAL EDUCATION	\$55,632.30
17178	FIRST NATIONAL BANK OMAHA	\$2,654.44
17179	FIRST NATIONAL BANK OMAHA	\$6,084.80
17180	HEARTLAND FOUNDATION	\$17.00
17181	HOWARD, AMY	\$25.00
17182	JACKSON SERVICES INC.	\$167.83
17183	LA QUINTA KEARNEY	\$1,506.90
17184	LINCOLN JOURNAL STAR	\$232.04
17185	MAXIM HEALTHCARE SERVICES, INC.	\$2,470.00
17186	MURPHY-1099, DAWN	\$884.00
17187	NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIA	\$1,620.00
17188	PERRY, GUTHERY, HAASE, & GESSFORD, P.C.	\$1,156.50
17189	PITNEY BOWES GLOBAL FINANCIAL SERVICES L	\$1,486.98
17190	SOUNDTRAP US INC.	\$349.00
17191	TYLER TECHNOLOGIES	\$580.00
17192	VALENTINOS OF COLUMBUS	\$498.00
17193	WAYNE STATE COLLEGE	\$312.80
<b>Total Fund Expenditures</b>		<b><u><u>\$4,125,425.79</u></u></b>



# Columbus Public Schools

2508 27th Street, Columbus NE 68601 402.563.7000

The Administration has hired the following Classified employees:

NAME	TITLE	LOCATION	HIRE DATE
Brian Jarecki	Custodian	North Park	5/20/2024

The Administration has accepted the following Classified resignations/retirements:

NAME	TITLE	LOCATION	TERM DATE
Riley Marking	ASP Support Staff	Middle School	4/23/2024
Valerie Grosjean	Para Title 1	Emerson	4/5/2024
Annissa Brown	ASP Support Staff	Centennial	4/23/2024
Abigail Berger	ASP Support Staff	Centennial	4/23/2024
Madison Coutts	Para Educator EL & ASP Lead Staff	North Park	5/2/2024
Cody O'Berg	Custodian	North Park	4/26/2024
Shawn Cole	Custodian	Kramer Ctr	4/12/2024
Bonnie Smith (RETIREE)	Para Sped	North Park	5/17/2024
Alexus Mullinix	Para Sped & AM Supervision	North Park	5/17/2024
Emma Olson	Para Elem	North Park	5/17/2024
Nancy Hammer	Food Service Cashier	Middle School	4/19/2024
Paola Bautista	Para Sped Non-Public & ASP Lead Staff	Admin & Lost Creek	5/17/2024
Deborah McDowell	Para Sped High Needs	Middle School	4/29/2024

Last Update 5/8/2024

**Diploma Name**

Gina A. Acosta  
Alan Adame Alcantar  
Arely Aguilar  
Kaylee Lynn Allen  
Kyle L. Allen  
Juan M. Alonso Gonzalez  
Astrid Denisse Alvarez Garcia  
Rocio Alvarez Gonzalez  
Marissa Mae Anderson  
Heidi J. Arciniega  
IsaBelle A. Armstrong  
Yanguiniza Monserrat Astudillo Romero  
Allison J. Baldwin  
Anisten Marie Barnett  
Miranda Baro  
Hesler Alyair Barrera Barrera  
Anderson Barrios-Rodriguez  
Joshua A. Barrios Zuniga  
Glory Edmonde Bayoungouissa Madi Moulongo  
Jarrett A. Bell  
Marcus D. Beltran  
Sophia M. Bender  
Nicholas Albert Bennett  
Angelo R. Biel  
Damien Blezek  
John M. Bloomquist  
Jace Blum  
Ava Nicole Braithwait  
Remi J. Brichacek  
Kaden Daren Brownlow  
Jayden C. Bustillos  
Brian Caballero  
Manuel I. Caballero  
Jenna R. Canarsky Anthony  
Evelyn Milagros Cantu Arellano  
Emma Lee Caranci  
Eiseah M. Carias  
Emma L. Carlson  
Karen Castillo Pedraza  
Levi Cerny

Mia I. Chaicoj Pinto  
Randy D. Champlin  
Daniela C. Chavez  
Landon James Christensen  
Kimberly Cisneros Adame  
Perah Faith Connelly  
Adrian Contreras  
Kelvin Coria  
Dapme E. Cornelio-Ramirez  
Jon M. Crawford  
Ashlyn M. Cremers  
Conner J. Criswell  
Dylan J. Crumley  
Virginia E. Cuin-Escalante  
Fisher L. Cyza  
Hannah Faith Dahlke  
Heath Owen Dahlke  
Victoria Grace Dannelly  
Samuel Davalos Espinoza  
Addison J. Davis  
Taina Jean Davis  
Zoey Lynn DeLaRosa  
Silvia De Leon  
Brenyn Delano  
Mariela Delgado-Perez  
Ian E. Deras  
Keren N. Diata  
Yuliett B. Diaz Estrada  
Isaac E. Diego  
Kaeden Michael Diehm  
Chase A. Ditter  
Mackenzie Ann Divis  
Gabriela A. Dominguez-Hernandez  
Jac A. Dreifurst  
Emma J. Dunn  
Kylie A. Dush  
Brooklyn Sue Ederington  
Alayna M. Ervin  
Tanner Dennis Esch  
Marco Escobar  
Sonia Maribel Escobar-Perez

Adrian A. Esparza  
Rocio Espin Espinoza  
Alvin Espino Arevalo  
Alan J. Estrada Morales  
Carter R. Fedde  
Brady A. Feik  
Matthew James Foley  
Kael Forney  
Emily Marie Forsberg  
Alizon A. Franco-Monzon  
Reagan Leigh Frerichs  
Kenneth R. Fuentes Quelex  
Carly Kay Gaedeke  
Jose Eduardo Gallardo Collado  
Alexis M. Gallegos Martinez  
Isaih Garcia  
Susan Pahola Garcia  
Yanisleydis Garcia Cabeza  
Alejandro Garcia Lopez  
Jose A. Garcia Martinez  
Jennifer Garcia-Milan  
Carla Gardea  
Emily R. Gascon  
Andrew G. Gassmann  
Joseph R. Gerou  
Brandon Glasshoff  
Kaitlin Rae Glodowski  
Carter J. Goc  
Juan Brandon Godoy Garcia  
Kevin Gomez Morales  
Ashley Gonzalez  
Luis A. Gonzalez  
Edgar Gonzalez Baloy  
Lesly Llamilet Gonzalez Martinez  
Carys E. Graham  
Emelyn Grajeda Rodriguez  
Antonio Granados  
Jada Chevelle Grape  
Kasen Grape  
Alexander K. Griffith  
Nevaeh M. Gronenthal

Julian G. Gutierrez  
Ronald D. Gutierrez Yuman  
Kassandra Ann Hadcock  
Hailey P. Hahn  
Preston Thomas Hastreiter  
Brooklyn J. Held  
Jayden J. Held  
Jamie E. Hendrickson  
Melody Rae Henggeler  
Arayelie Joana Hernandez  
Johang L. Hernandez  
Wyatt Herrmann  
Avery Elizabeth Hiebner  
Laci J. Hollis  
Lillian Vi Hudnall  
Kasha M. Iwan  
Kamryn Ann Jaeger  
Emily M. Jareske  
Colin L. Jaster  
Keenen J. Jeffcoat  
Seth I. Jessen  
Daniel Jimenez Espino  
Addison R. Johnson  
Kylee Johnson  
Andres Antonio Juarez Cruz  
Caden C. Kapels  
Gage A. Kassen  
Isaiah T. Kibalya  
Matthew Glen Kinnison  
Samuel Kiser  
Adam J. Kiuntke  
Tessa J. Klevemann  
Thomas Walter Koch  
Riley Mae Kohles  
Aiden Kudron  
Calista Jo Kumm  
Mia Labra  
Micah D. Lane  
Cierra Rae LaPointe  
Liberty J. Larsen  
Albert E. Lauridsen

Kaylee R. Lehr-Hirschbrunner  
Lizbeth Leon  
Lilly Lepant  
Kaden M. Lewis  
Nyah N. Lewis  
Elizabeth Marie Loeffelholz  
Dylon M. Logan  
Taylor Renee Loontjer  
Brian Lopez Almeida  
Luis J. Lopez-Ramirez  
Keiry A. Lopez Reyes  
Keren L. Lopez Reyes  
Owen P. Lotspeich  
Ariel J. Loveless  
Maggie Kate Luebbe  
Tate Tyson Luft  
Marco P. Lujan  
Pedro Madrigal Mendoza  
Zayden Magana  
Adora Ginelle Makita-Kounkoud  
Brianna L. Manning  
Esmeralda Marino Aguilar  
Kaylee A. Martin  
Juan S. Martinez-Mendez  
Nicole Mas  
Trevor Jay Maschmeier  
Allyana C. McFadden  
Gabriel Medina Sanchez  
Kimberly Mellado-Martinez  
Lizeth Diaz  
Gabriel Jr. Mendoza  
Jesus Mendoza  
Abigail M. Merida  
Griffin L. Micek  
Michelle Alexandra Molina  
Alexis R. Montano  
Cheyenne R. Moore  
Josue Daniel Morales  
Sharleyn G. Moran-Carciumaru  
Rainielys Morejon-Valdes  
Guadalupe Moreno

Maleigha Nicole Moreno  
Elizabeth Mowrey  
Ferezia Tazi Mpanzu  
Ava Grace Mueller  
Aldrych B. Munoz  
Jordan J. Munoz  
Kirstyn Alexandria Nadrchal  
Brian Natalio-Salgado  
Landon J. Ollendick  
Emma R. Olson  
Grecia B. Ontiveros  
Nathaly N. Orozco-Clemente  
Arturo S. Ortega Ham  
Erick Ortiz  
Jose A. Ortiz-Morales  
Jobany Ortiz Rodriguez  
Angel A. Osorio Sagastume  
Alissa Raenee Pacheco  
Simone Beatriz Palacios  
Nelson G. Panameno Aparicio  
Ayushi Pankaj Patel  
Jarrett S. Peabody  
Darren M. Pelowski  
Rey Pena  
Maritza N. Pena Rodriguez  
Gavin J. Plummer  
Tanner J. Podany  
Vanessa Portillo Mejia  
Tavin J. Price  
Elliot M. Prigge  
Ryland A. Prokopec  
Andrea Pujol  
Brenna E. Quincy  
Francesca N. Raguso  
Keaton D. Rahtz  
Ashley Ramirez Arauz  
Kitzia J. Ramirez Fierro  
Ashley Ramirez Zelada  
Andrea Kristina Ramos  
David E. Ramos-Delacruz  
Evan D. Reab

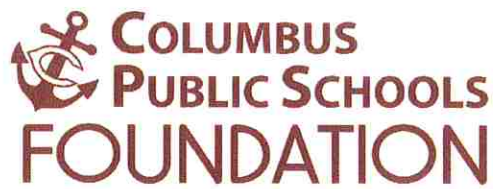
Tristan Timothy Reimer  
Daysha LaRae Renfro  
Alecia Retzlaff  
Abbigail Diane Riedmiller  
David Rivas  
Melanis de la Caridad Rivera Cobas  
Genesis Nicole Rivera Torres  
Preston W. Robinson  
Gavin L. Rocha  
Emiliano Daniel Rodriguez  
Evan S. Rodriguez  
Viridiana Cecilia Rodriguez  
Alexis Susan Lorraine Rohloff  
Antonio Rolon  
Brandon I. Rosales-Morales  
Lacey Marie Salak  
Logan Daniel Salak  
Riley T. Salak  
Antony Salazar-De la Tejera  
Ever Salazar Guerra  
Justin Salazar Hernandez  
Richard A. Salazar-Hidalgo  
Leo Saldana  
Juan Jose Sandoval Mendez  
Diannaluz Santamaria Arellano  
Amaya Nichole Santos  
Landon L. Sautter  
Tiana E. Schaf  
Jovanni L. Schwarting  
Nevaeh Basia Schwarting  
Aaron E. Serrano Estrada  
Ella May R. Shevlin  
Chloe J. Sindelar  
Kaitlyn M. Smith  
Ryan T. Smolek  
Genesis J. Sorto Bejarano  
Kevin Soto  
Jaylyn Rae Spencer  
Jayson A. Spencer  
Wyatt L. Spragg  
Sara J. Sprunk

Makena K. Steensnes  
Trey M. Stempek  
Seth Joseph Stevens  
Mia Kathryn Stuart  
Kayden L. Suchan  
Ethan D. Suhr  
Jaylynn A. Sylvester  
Gerardo Tacan-Vasquez  
Danica R. Taylor  
Joel Thomas  
Ashton Leigh Thoms  
Jordyn Taylor Trotta  
Cadyn T. Van Buskirk  
Braylon C. VanCura  
Camila Vargas  
Flavia S. Vazquez-Figueroa  
Jena A. Voichoskie  
Sage E. Warner  
Shellsea Michelle Warner  
Keiton T. Watchorn  
Keira Jo Welch  
Brenna Louise Wemhoff  
Emma Rose Wieser  
Hannah Maey Wilson  
Spencer Wittwer  
Kyle David Woehl  
Jacob B. Woodhams  
Connor Wright  
Lenni Nehemias Yoc Fuentes  
Haylie Zacarias  
Esmeralda Zayas-Moran  
Kelton Zimmerer  
Conor R. Zobel Stevens

# Columbus Public Schools

## April 2024 Professional Travel Report

Employee full Name	Job Start Date	Job End Date	Job Notes to Administrator
Ryan Goetsch	2024-04-04	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Judith Deepe	2024-04-04	2024-04-04	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Mary Czarnick	2024-04-04	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Jason Harris	2024-04-04	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Sarah Papa	2024-04-04	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE. I will be presenting.
Katie Rose	2024-04-04	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Sheila Goetsch	2024-04-04	2024-04-04	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Lauryn Weldon	2024-04-04	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Joseph Krysl	2024-04-05	2024-04-05	Coaches clinic at UNL.
Judith Deepe	2024-04-05	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Aaron Rose	2024-04-05	2024-04-05	Coaches clinic at UNL.
Sheila Goetsch	2024-04-05	2024-04-05	Nebraska Autism Spectrum Disorder Network State Conference in Kearney, NE.
Troy Loeffelholz	2024-04-05	2024-04-09	NSBA National Conference
Chip Kay	2024-04-05	2024-04-08	NSBA National Conference
Nicole Anderson	2024-04-09	2024-04-12	National Association of Education Foundation (NAEF) in Tampa. CPS Foundation pays for all costs.
Michael Ziola	2024-04-10	2024-04-11	Cognia Accred. visit to Raymond Central
Chip Kay	2024-04-11	2024-04-12	NASBO State Conference - Lincoln, NE
Jeanne Kay	2024-04-12	2024-04-12	Travel to NASBO Conference in Lincoln to help honor Chip Kay (spouse) getting an award.
Leonard Kwapnioski	2024-04-12	2024-04-12	NATA meeting Lincoln
Kim Loeffelholz	2024-04-16	2024-04-16	EducationQuest Symposium in Lincoln
Guadalupe Marino Ramirez	2024-04-16	2024-04-16	EducationQuest Symposium in Lincoln
Valerie Brown	2024-04-16	2024-04-16	EducationQuest Symposium in Lincoln
Bethany Seehusen	2024-04-16	2024-04-16	EducationQuest Symposium in Lincoln
Jason Harris	2024-04-16	2024-04-17	NDE Data Conference Kearney, NE
Leonard Kwapnioski	2024-04-17	2024-04-17	NITC meeting in Lincoln
Troy Loeffelholz	2024-04-17	2024-04-17	GNSA - Lincoln
Rachel Maher	2024-04-19	2024-04-19	Finish practicum hours in kindergarten.
Kathleen Robertson	2024-04-22	2024-04-30	We are going to visit three area preschools that currently support children that are deaf or hard of hearing.
Emily Delp	2024-04-22	2024-04-22	A team traveled to observe two preschool programs in Omaha.
Megan Novak	2024-04-22	2024-04-22	Deaf/Hard of Hearing Preschool visit in Omaha
Chip Kay	2024-04-24	2024-04-24	NCSA Executive Team Mtg - Lincoln
Jason Harris	2024-04-30	2024-04-30	NASES Region 3 Meeting, Norfolk, NE
Megan Novak	2024-04-30	2024-04-30	Deaf/Hard of Hearing Preschool visit in Lincoln.
Emily Delp	2024-04-30	2024-04-30	Deaf/Hard of Hearing Preschool visit in Lincoln.



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

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May 7, 2024

Doug Willoughby  
Board of Education  
Columbus Public Schools

Dear President Willoughby 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**

\$2,266.94 - Academic Hall of Fame  
\$1,755.00 - Dual Credit Scholarship  
\$11,019.92 - CMS Holiday Spirit Coop  
\$48.00 - STS Dual Credit Scholarship

\$3,193.42 - Sphero Bolt Power Pack  
\$5,276.21 - Columbus After School Program  
\$3,750.00 - National School Board  
\$69,628.85 - Kramer Child Development Center

**Centennial PAC**

\$456.00 - AR Bowling  
\$102.13 - Easter Egg Supplies  
\$200.00 - Super Reader Shirts  
\$92.90 - Staff & Student Popcorn  
\$1,998.35 - Staff Appreciation

**Post Prom**

\$1,150.00 - Games and Prizes  
\$1,500.00 - Hypnotist

**North Park PTO**

\$49.79 - Bingo Night Supplies  
\$29.51 - AR Party Fuel  
\$288.03 - Classroom Support

**Emerson PTO**

\$25.00 - Bingo Rental

**Sports Boosters**

\$762.72 - Spring Program Design and Printing

The total contributions for the month of April was \$103,592.77

The total contributions for the FY 2024 total is **\$251,911.18**

*\*CPS Foundation's fiscal year is January 1 through December 31.*

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Anderson".

Nicole Anderson  
Director of Marketing & Foundation

To: Board of Education  
From: Leonard Kwapnioski  
CC: Dr. Loeffelholz, Dr. Kay  
Date: May 8, 2024  
Re: ServiceMaster 2024-25

It is my recommendation that CPS continue the yearly contract with ServiceMaster by Shevlin for the 2024-2025 school year in the amount of \$537,959.00. Our contract with them for the 2023-24 contract was in the amount of \$571,513.00. This is a decrease in cost for 2024-25 based on the reduction in costs for Kramer Preschool and Middle School. All other facilities did see a small increase in labor. I feel that the partnership between CPS and Servicemaster has great value and want that to continue.

I have attached a Pricing analysis sheet for you to look over and ask any questions you may have. With the Kramer Education Center we will continue to evaluate our daily cleaning and then make changes as needed.

I can discuss more on Monday if needed, but wanted to get some info to you before that. If you have any questions, please let me know.

Thanks

Leonard

2024-2025

## Pricing Analysis

Columbus Public Schools  
Leonard Kwapnioski

Item	23/24	24/25
Annual custodial at Elementary Schools	\$244,708.00	\$247,810.00
Annual custodial at CMS (yellow & Purple) (includes 100 hours event clean up)	\$110,882.00	\$78,745.00
Annual custodial at CHS	\$76,406.00	\$77,044.00
Annual custodial at Pre-School Center (removed 55 hours of summer cleaning)	\$66,273.00	\$59,200.00
Annual custodial at Day Care Center	\$35,100.00	\$35,981.00
Custodial services at the Administration Building Monday through Friday according to task schedule.	\$14,502.00	\$14,916.00
Custodial services at the Pathways Building Tuesdays and Fridays according to task schedule.	\$5,200.00	\$5,316.00
Custodial services at the Kramer Center Admin Areas according to task schedule.	\$18,442.00	\$18,949.00
<b>Total:</b>	<b>\$571,513.00</b>	<b>\$537,959.00</b>

### Summer Services Budgets 1469 Total Hours

CHS 90 hours  
CMS 259 hours  
Pre-School 175 (was 230)  
Elementary Schools 915 hours:  
Centennial 300  
North Park 129  
Lost Creek 234  
West Park 105  
Emerson 147  
Day Care 30 (was 50 hours of construction cleanup)

To: Board of Education  
From: Leonard Kwapnioski  
CC: Dr. Loeffelholz  
Date: May 8, 2024  
Re: MS Boiler Replacement Project

It is my recommendation that the Board of Education approve the MS Boiler Replacement Project bid from Rutt's Heating and Air in the amount of \$390,000.00. I have included the two bids we received along with the recommendation for the engineer. We did have 3 companies express interest but only two submitted bids.

If you have any questions, please let me know.

Thanks.

Leonard

May 07, 2024

Leonard Kwapnioski  
Executive Director, Technology and Operations  
Columbus Public Schools  
2508 27<sup>th</sup> Street  
Columbus, Nebraska 68601

Re: Columbus Public Schools  
Columbus Middle School Boiler Replacement Project

Dear Leonard:

We received two bids one from Rutt's Heating and Air Conditioning Inc. and one from IES Commercial, dba Shanahan Mechanical Electrical for the Columbus Middle School Boiler Replacement Project for Columbus Public Schools in Columbus, NE summarized as follows.

- A. Rutt's Heating & Air Conditioning Inc. in the amount of \$390,000 with a substantial completion date of October 1, 2024 .** The bid bond was attached for full amount of the bid and they acknowledged receipt of the only addendum, i.e. Addendum #1.
- B. IES Commercial, dba Shanahan Mechanical Electrical in the amount of \$447,700 with a substantial completion date of August 9,2024 .** The bid bond was attached for 10% of the bid and they acknowledged receipt of the only addendum, i.e. Addendum #1.

Upon review of each proposal and comparison of them to the contract documents it is my professional opinion that both proposals meet the requirements of the contract documents. However, it is important to note that Rutt's provided a bid bond in the full amount and IES only provided a bid bond for 10% of the bid.

Upon review of the cost of the bids, it was my opinion that the total cost of the project shown on the contract documents were projected to be around \$400,000 and as the total actual bid of the project presented was \$390,000 it is my professional opinion that the District accepts the bids and proceed to execute a contract with Rutt's Heating & A/C to proceed with the proposed work.

Sincerely,

Gregory S. Koll, P.E.

Owner



E-mail: [gkoll@stratdesign.net](mailto:gkoll@stratdesign.net)

Phone: 402-290-5436

Received ~~4/24/2024~~  
5/7/2024  
9:29am  
email

**BID FORM**

PROPOSAL FORM FOR  
**Boiler Replacement Project**  
**Columbus Middle School**  
COLUMBUS PUBLIC SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Bid:

\$390,000\_\_\_\_\_ .00

Three Hundred Ninety Thousand Dollars (Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

**Addenda**

Acknowledge receipt of Addenda No. #1\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Date: 4/24/2024\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

And have included the provisions of these Addenda, if any, in my bid. Initials RR

**Check one:**

Bid Bond is attached for the full amount.

**Check one:**

NOTE: After the bid is accepted a performance and payment bond for the full amount shall be provided to the owner.

**Check one:**

Bidder will substantially complete the project no later than Oct 1<sup>st</sup> 2024

Bidder: Rutt's Heating and AC INC - Columbus  
(Company)

By: Regg Rutt Date: 5-6-2024

Regg Rutt (Signature)



HEATING & A/C INC.

SHEET METAL

Columbus

2960 48th Ave

Columbus, NE 68601

# Proposal

Phone #	Fax #	Date	Estimate #
402-564-0595	402-463-4853	5/6/2024	1009

Name / Address
Columbus Public Schools 1689 W Calle Colombo ST Columbus, NE 68601

Description	
Project: Columbus Middle School Boiler Replacement Pricing	
Includes Addendum: 1	
2 - Riello - AR4000 with Boiler Pump	
Boiler Flue Piping (Double Wall Stainless Steel)	
1 - 40 HP Base Mounted Pump for Tower Water	
Intake Air Piping	
Demo Existing Boiler	
Mechanical Piping	
Pipe Insulation	
State Boiler Permit	
Equipment Rental	
Temperature Controls	
Patching of Walls	
Electrical Wiring	
Water Balancing	
Labor	
Project Management	
Startup	
Bond	
Sales tax and bond is not included.	
www.ruttsh heating.com	<b>Total</b> \$390,000.00

Note: This proposal may be withdrawn by us if not accepted within 45 days.

Authorized Signature \_\_\_\_\_

Acceptance of Proposal Signature \_\_\_\_\_

**INLAND**  
INSURANCE COMPANY

P.O. Box 80468  
Lincoln Nebraska 68501-0468  
PHONE - 1-800-755-2666  
FAX - 402-435-3274

**UNIVERSAL**  
SURETY COMPANY

### Bid Bond

CONTRACTOR (Name and Address):

**Rutt's Heating and Air Conditioning Inc**

1001 W 1st Street  
Hastings NE 68901

SURETY (Name and Principal Place of Business):

**UNIVERSAL SURETY COMPANY**

, a corporation

PO Box 80468  
Lincoln NE 68501-0468

OWNER (Name and Address):

Columbus Public School District No. NE-71-0001  
2508 27th Street  
Columbus, NE 68602-0947

BOND AMOUNT:

5% of Bid

PROJECT: (Name, Location or Address and Project Number, if any)

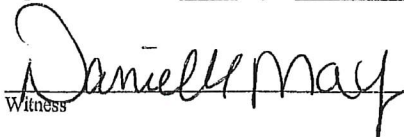
**Columbus Middle School Boiler Replacement Project**  
2200 26th Street  
Columbus NE 68601

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of April 2024.

  
Witness

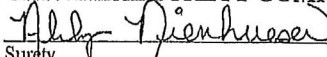
  
Witness

Rutt's Heating and Air Conditioning Inc

  
Principal (seal)

President  
Title

UNIVERSAL SURETY COMPANY

  
Surety (seal)

Attorney-in-Fact  
Title

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the UNIVERSAL SURETY COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Kevin Dale Krull, Minden, Nebraska or Abby Nienhueser, Juniata, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the UNIVERSAL SURETY COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

*Carol J. Clark*

Secretary/Treasurer

State of Nebraska

County of

of

ss.

Lancaster

By

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*

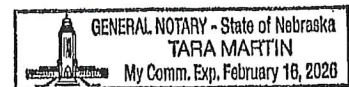
President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the UNIVERSAL SURETY COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public



My Commission Expires February 16, 2026.

I, Philip C. Abel, Director of UNIVERSAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNIVERSAL SURETY COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 30th day of April, 20 24.

*Philip C. Abel*

Director



**BID FORM**  
PROPOSAL FORM FOR  
**Boiler Replacement Project**  
**Columbus Middle School**  
COLUMBUS PUBLIC SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Bid:

\$ \_\_\_\_\_ 447,790 .00

four hundred forty-seven thousand seven hundred ninety Dollars  
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

**Addenda**

Acknowledge receipt of Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_,

Date 24APR24, \_\_\_\_\_, \_\_\_\_\_,

And have included the provisions of these Addenda, if any, in my bid. Initials AP

**Check one:**

Bid Bond is attached for ~~the full amount~~. 10% of the bid amount.

**Check one:**

NOTE: After the bid is accepted a performance and payment bond for the full amount shall be provided to the owner.

**Check one:**

Bidder will substantially complete the project no later than August 9, 2024

Bidder: IES Commercial, Inc. dba Shanahan M&E  
(Company)

By: Adam Pierce

Date: 07MAY24



(Signature)

**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**S. Nicole Evans, Stephanie Gunderson, Diana Cervantes, Carlos A. Albelo**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

*RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

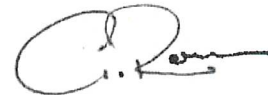
*RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15<sup>th</sup> day of February 2023.



Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15<sup>th</sup> day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified In Queens County  
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 2nd day of May 2024.



By: Nicole Chase, Assistant Secretary

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
IES Commercial Inc.  
120 South Lincoln  
Holdrege, NE 68949

### SURETY:

(Name, legal status and principal place of business)  
Everest Reinsurance Company  
PO Box 830  
Liberty Corner, NJ 07938-0830

### OWNER:

(Name, legal status and address)  
Columbus Public Schools  
2508 27th Street  
Columbus, NE 68601

### Mailing Address for Notices

PO Box 830  
Liberty Corner, NJ 07938-0830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Ten Percent (10%) of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)  
Columbus Middle School Boilers

Location: 2200 26th St., Columbus, Platte, NE

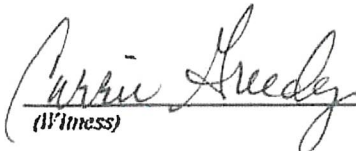
\*\* Neither the Principal nor the Surety Shall be bound hereunder unless the Owner provides satisfactory evidence of adequate financing to both the Principal and Surety prior to the execution of the final contract.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

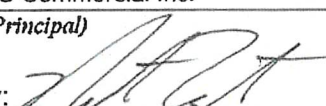
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May, 2024

  
(Witness)

IES Commercial Inc.  
(Principal)

By:   
(Title) Matthew Tate, VP/General Manager



  
(Witness) S. Nicole Evans

Everest Reinsurance Company  
(Surety)

By:   
(Title) Stephanie Gunderson, Attorney-in-Fact



## Service Order

### Customer Name and Contact Information

Name: Columbus Public Schools - NE

Address: PO Box 947 Columbus, NE

### Customer Primary Point of Contact

Name: Jason Harris

Email Address: harrisj@discoverers.org

### Customer Secondary Point of Contact

Name:

Email Address:

### PresenceLearning Contact Information

Name: Michael Lowers

Email Address: mike.lowers@presence.com

## Service Order

### 1. Services

Service	Weekly Hours	Price per Service
Weekly Dedicated SLP Hours	102.00	\$71.50
Weekly Dedicated SLP Supervision Hours		\$87.50
Weekly Dedicated SLP Hours - Short-term Leave		\$95.50
Weekly Dedicated SLP Hours - Bilingual		\$87.50
Weekly Dedicated OT Hours		\$68.50
Weekly Dedicated OT Supervision Hours		\$82.50
Weekly Dedicated OT Hours - Short-term Leave		\$90.50
Weekly Dedicated OT Hours - Bilingual		\$82.50
Weekly Dedicated BMH Hours		\$68.50
Weekly Dedicated BMH Hours - Bilingual		\$82.50
Weekly Dedicated BMH Hours - Short-term Leave		\$90.50
Weekly Dedicated Individual Mental Health Counseling Hours		\$68.50

### 2. SLP Assessments

Service	Weekly Hours	Price per Service
Screening by SLP		\$77.00
Bilingual Screening by SLP		\$129.00
Evaluation Coordination and Results Summary by SLP		\$265.00
Evaluation Coordination and Results Summary by Bilingual SLP		\$300.00
Review of Records by SLP		\$129.00
Articulation Standard Assessment by SLP		\$113.00
Auditory Processing Select Subtests by SLP		\$124.00
Early Childhood Language Assessment by SLP		\$170.00
Fluency Standard Assessment by SLP		\$155.00
Language Select Subtests by SLP		\$73.00
Language Standard Assessment by SLP		\$221.00
Pragmatic Language Standard Assessment by SLP		\$129.00
Phonological Process Analysis Select Subtests by SLP		\$65.00
Phonological Processing Assessment by SLP		\$113.00
Supplemental Language Screener by SLP		\$60.00
Spanish Language Standard Assessment by SLP		\$221.00
Spanish Language Select Subtests by SLP		\$93.00

Service	Weekly Hours	Price per Service
Spanish Auditory Processing Select Subtests by SLP		\$126.00
Additional Bilingual Assessment Component by SLP		\$93.00
Spanish Articulation Measures (SAM) by SLP		\$88.00
Spanish Articulation Standard Assessment by SLP		\$103.00
Additional Language Subtest by SLP		\$75.00
Extended Coordination by SLP		\$65.00
Language Difference vs. Disorder Analysis by SLP		\$98.00
Unplanned Student Absence SLP		\$52.00
Parent Interview by SLP		\$65.00
Teacher Interview by SLP		\$65.00
Student Interview by SLP		\$65.00
Results Meeting by SLP		\$129.00
Bilingual Evaluation: Special Considerations		\$34.00
Desired Results Development Profile Component-DRDP (CA only)		\$129.00
Rating Scale Assessment by SLP		\$129.00
AAC Evaluation: Special Considerations		\$34.00
AAC: Device analysis		\$65.00
AAC: Device trial		\$34.00
AAC: Feature matching trials		\$34.00
Speech-Language Sample by SLP		\$129.00
Observation by SLP		\$98.00
Goal Writing by SLP		\$55.00
Schoolwide Support by SLP		\$70.00
Additional Bilingual Meeting by SLP		\$55.00
Additional Bilingual Paperwork by SLP		\$55.00
Additional Requested Meetings by SLP		\$55.00
Additional Requested Paperwork by SLP		\$55.00
Bilingual Parent Interview by SLP		\$55.00
Bilingual Results Meeting by SLP		\$110.00
Bilingual Student Interview by SLP		\$55.00

### 3. OT Assessments

Service	Weekly Hours	Price per Service
Screening by OT		\$75.00
Review of Records by OT		\$128.00
Standard School-Related-ADL Assessment by OT		\$100.00
Standard Sensory Processing Assessment by OT		\$77.00
Standard Motor Skills Assessment by OT		\$127.00

Service	Weekly Hours	Price per Service
Standard Visual Perception Assessment by OT		\$100.00
Standard Preschool Assessment by OT		\$158.00
Additional Assessment Component by OT		\$75.00
Extended Coordination by OT		\$65.00
Informal Fine Motor Assessment by OT		\$82.00
Unplanned Student Absence OT		\$52.00
Parent Interview by OT		\$65.00
Teacher Interview by OT		\$65.00
Student Interview by OT		\$65.00
Results Meeting by OT		\$128.00
Evaluation Coordination and Results Summary by OT		\$165.00
Observation by OT		\$96.00
Bilingual Results Meeting by OT		\$100.00
Additional Requested Meeting by OT		\$55.00
Additional Requested Paperwork by OT		\$55.00
Schoolwide Support by OT		\$69.00
Goal Writing by OT		\$55.00
Bilingual Evaluation Coordination and Results Summary by OT		\$250.00

#### 4. BMH Assessments

Service	Weekly Hours	Price per Service
Additional Assessment by MHP/Ed Diag		\$250.00
Additional Requested Paperwork by MHP/Ed Diag		\$70.00
Extended Coordination by MHP/Ed Diag		\$70.00
Results Meeting by MHP/Ed Diag		\$110.00
Goal Writing by MHP		\$55.00
Bilingual Results Meeting by MHP		\$105.00
Bilingual Evaluation Coordination and Results Summary by MHP		\$275.00
Schoolwide Support by MHP		\$69.00
Screening by MHP/Ed Diag		\$147.00
Review of Records by MHP/Ed Diag		\$240.00
Rating Scale Assessment by MHP/Ed Diag		\$196.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$304.00
Additional Requested Meetings by MHP/Ed Diag		\$70.00
Functional Behavior Assessment by MHP/Ed Diag		\$355.00
Intervention Data Analysis by MHP/Ed Diag		\$60.00
Parent Interview by MHP/Ed Diag		\$60.00
Student Interview by MHP/Ed Diag		\$70.00

Service	Weekly Hours	Price per Service
Teacher Interview by MHP/Ed Diag		\$70.00
Unplanned Student Absence MHP/Ed Diag		\$77.00
Observation by MHP/Ed Diag		\$137.00

#### 5. Psychoeducational Assessments

Service	Weekly Hours	Price per Service
Review of Records by MHP/Ed Diag		\$235.00
Cognitive Select Subtests		\$160.00
Processing Select Subtests		\$165.00
Achievement Select Subtests		\$118.00
Rating Scale Assessment by MHP/Ed Diag		\$175.00
Achievement Standard Battery		\$233.00
Long Cognitive Battery		\$300.00
Additional Assessment by MHP/Ed Diag		\$250.00
Processing Standard Battery		\$300.00
Additional Requested Meetings by MHP/Ed Diag		\$60.00
Schoolwide Consultation (Hourly)		\$76.00
Short Cognitive Battery		\$155.00
Spanish Select Subtests		\$175.00
Spanish Battery		\$325.00
Screening by MHP/Ed Diag		\$133.00
Additional Requested Paperwork by MHP/Ed Diag		\$70.00
Functional Behavior Assessment by MHP/ Ed Diag		\$366.00
Intervention Data Analysis by MHP/Ed Diag		\$60.00
Parent Interview by MHP/ Ed Diag		\$70.00
Student Interview by MHP/Ed Diag		\$70.00
Teacher Interview by MHP/Ed Diag		\$60.00
Unplanned Student Absence MHP/Ed Diag		\$77.00
Extended Coordination by MHP/Ed Diag		\$60.00
Results Meeting by MHP/Ed Diag		\$113.00
Additional Requested Meetings by MHP/Ed Diag		\$60.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		\$295.00
Observation by MHP/Ed Diag		\$162.00
Bilingual Results Meeting by MHP/Ed Diag		\$110.00
Bilingual Screening by MHP/Ed Diag		\$55.00
Additional Bilingual Meeting by MHP/Ed Diag		\$55.00
Additional Bilingual Paperwork by MHP/Ed Diag		\$55.00
Spanish Achievement Battery		\$325.00

Service	Weekly Hours	Price per Service
Schoolwide Support by MHP/Ed Diag		\$73.00
Goal Writing by MHP/ED Diag		\$60.00
Bilingual Evaluation Coordination and Results Summary by MHP/Ed Diag		\$300.00
Bilingual Parent Interview by MHP/Ed Diag		\$55.00

Document Camera	\$90.00 (each)
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## Service Order

Total Weekly Dedicated Hours	102.00	\$7,293.00
School Service Weeks	33.60	
SLP Assessments Commitment		
OT Assessments Commitment		
BMH Assessments Commitment		
Bilingual SLP Assessments Commitment		
Psychoeducational Assessment Commitment	\$0.00	
Implementation Fee	\$9,900.00	
Estimated Annual Service Coordination Fee	3.00%	\$6,563.42
Estimated Annual Program Fee	\$261,508.22	
Annual Dedicated Hours Cost	\$245,044.80	
Service Order Term	August 7, 2024 through May 21, 2025	

## Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement").

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name: <b>Jason Harris</b>
Title:	Title: <b>Director of Student Services</b>
Date:	Date:



## MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each of Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

**1. Structure of the Agreement.** This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Schedule or Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

**2. Fee and Payment Terms.** Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the purchased Services. Fees are due and payable thirty (30) calendar days from date of invoice, unless specified otherwise in a Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.

**3. Term; Termination; Effects of Termination.**

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

#### **4. Services and Platform; Platform Specifications.**

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see tech specifications at (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM Eastern Time. Customer may purchase necessary equipment from Presence pursuant to the terms and conditions set forth on the Equipment Schedule.

#### **4.3. Platform Restrictions.**

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may suspend or terminate Customer's and its authorized users' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer or its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualize minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

#### **5. Parties' Proprietary Rights; Other Rights.**

5.1. Presence Proprietary Rights. Presence owns all rights, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all rights, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence (collectively, "Presence Intellectual Property").

5.2. Other Rights. Customer grants to Presence the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying Presence in writing.

## **6. Confidentiality.**

6.1. Confidential Information. All information disclosed by one Party (in such capacity, the “Disclosing Party”) to the other Party (in such capacity, the “Receiving Party”) during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be “Confidential Information.”

6.2. Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party’s lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information.

6.3. Nondisclosure. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, “Representatives”) who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 6.3 by any of such Parties’ Representatives.

## **7. Clinician Conversion; Conversion Fee.**

7.1. Clinician Conversion. During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 7.

7.2. Conversion Fee. During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

## **8. Customer Data; State Privacy Laws; FERPA; HIPAA.**

8.1. Customer Data. Customer retains all rights, in and to all data, files, and information, provided by Customer or its authorized users to Presence (“Customer Data”). During the Term, Customer grants to Presence, solely in connection with Presence’s performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

8.2. State Privacy Laws. Presence is, and at all times has been, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

8.3. FERPA. In connection with the performance of Services, Presence may have access to education records (“FERPA Records”) that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations (“FERPA”). To the extent that Presence has access to FERPA Records, Presence is deemed a “school official” and may use FERPA Records solely for the specific “legitimate educational purposes” as defined under FERPA. Student records disclosed to Presence by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records. Presence’s FERPA policy may be accessed at <https://www.presencelearning.com/about/ferpa/>.

8.4. HIPAA. In connection with the performance of Services, Presence may have access to certain “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

## 9. **Indemnification.**

9.1. Indemnification by Customer. Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer’s or its authorized users’ illegal behavior or conduct (collectively, “Presence Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

9.2. Indemnification by Presence. Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence’s activities and obligations under this Agreement (collectively, “Customer Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

9.3. Conditions of Indemnification. The obligations set forth in Sections 9.1 and 9.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action, or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

## 10. **Limitation of Liability.**

10.1. DAMAGE DISCLAIMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. GENERAL DAMAGE CAP. IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

11. **Disclaimer of Warranties**. Except as otherwise set forth herein, the Services and Platform are provided “as is” without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer’s requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer’s use of the Platform. Customer understands that Customer’s use and access to the Platform is at Customer’s own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, or deletion of the materials.

## 12. **Representations and Warranties.**

12.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform’s necessary specifications and functionality and found it suitable for Customer’s needs.

12.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

### 13. **Miscellaneous.**

13.1. Compliance with Laws. Each Party shall comply with all laws, rules, and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

13.2. Competitors. Customer agrees, and will ensure its Authorized Users', to not share or make available the Platform or Presence Property to a competitor of Presence.

13.3. Survival. Sections 2, 4.3, 5.1, 9 –11, and 13 will survive expiration or termination of this Agreement.

13.4. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

13.5. Third-Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

13.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Presence and any attempt to do so will be null and void. Presence may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

13.7. Force Majeure. Neither Party shall be liable for failing or delaying the performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users, student users, or any other third party, or for the transmission of data between Customer's authorized users or student users and the Platform.

13.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

13.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

13.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

13.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator is selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

13.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

13.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<b>PRESENCELEARNING, INC:</b>	<b>CUSTOMER:</b>
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: <u>Jason Harris</u> Title: <u>Director of Student Services</u> Date: _____

## EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between Presence and Customer and lists the terms and conditions upon which Customer may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

**1. Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

**2. WISC-V and WAIS-IV Kits.**

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
<b>Block Design only</b> Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer’s possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer’s student once it has been used.

**3. OT Kits.** Customer may purchase Occupational Therapy Kits (each, an “OT Kit”) for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

**4. Delivery and Delivery Address; FOB; Delivery Dates; Received and Accepted.**

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that

will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to Customer.

4.2 **FOB.** Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 **Delivery Dates.** All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. **Disclaimer of Warranty.** Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for a particular purpose.

8. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

## CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule (“Clinical Service Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings via the Platform (collectively, “Clinical Services”).

2. **Fee and Payment Terms.** Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer’s student users and staff (collectively, “Authorized Users”).

2.1. **Weekly Dedicated Hours.** Beginning on a mutually agreed date through the end of the Service Order Term, Customer will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. Customer may reduce the number of weekly dedicated hours upon sixty (60) days’ notice to Presence.

2.2. **Flexible Hours.** The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

2.3. **Assessments.** If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

2.4. **Assessment Commitment.** Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of initial assessments for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment with actual initial assessments given, and Customer will be invoiced an amount equal to price of an ECAR as specified in the Service Order multiplied by the number of initial assessments that were not conducted.

2.5. **Psychoeducational Assessment Commitment.** If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the “Psychoeducational Assessment Commitment Fee”). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

2.6. **Program Implementation Fee.** Each Service Order will include a non-refundable Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

2.7. **Service Coordination Fee.** Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

3. **Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer’s support staff and administrators overseeing the

Services (collectively, “Staff”), and Presence’s clinical providers (each, a “Clinician”, and, collectively, “Clinicians”). During the Service Order Term, Presence grants Customer, its Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

**4. Clinicians.**

**4.1. Credentials and Clearances.** For each Clinician assigned to Customer, Presence has verified clinicians’ qualifications to provide services, as applicable, within the Customer’s state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications), all of which will be conducted at Customer’s sole expense. Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner.

**4.2. Background Checks.** Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, except in the states of California and Texas, all such additional clearances will be conducted at Customer’s sole expense. Customer will provide all necessary information or instructions with respect to such additional clearances to Presence in a timely manner.

**4.3. Clinician Availability; Supporting Documentation.** Presence will use commercially reasonable efforts to provide the Clinical Services throughout the Term. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin Clinical Services.

**4.4. Primary Support Person.** Customer agrees to provide an adult primary support person (a “PSP”) wherever the services are being delivered. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

## **PLATFORM LICENSE SCHEDULE**

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Definitions.** With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

“Authorized Users” or “Authorized User” means Customer’s teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Improvement” means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

“Personal Information” and/or “PI” means information that can identify a specific individual.

“Student Data” means any PI belonging to a Student User.

“Student User” or “Student Users” means the Customer’s students currently enrolled at Customer’s organization.

“Telehealth Institute” means proprietary self-guided training modules.

“Therapy Room” means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

2. **License.**

2.1 **License Grant.** During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the “License”).

2.2 **Business Use.** Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer’s Student Users (“Business Use”). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

2.3 **Disclosure of Improvements and Developments.** Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

2.4 **Acknowledgements.** Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

3. **Platform Fees.** The Annual Fee for use of the License shall be set forth in the Service Order and is non-refundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service Options:**

Service Option	Description
Kanga - Starter	<ul style="list-style-type: none"> <li>● Limited monthly access to Therapy Room, activities, and games.</li> <li>● Organizational and documentation tools and features.</li> <li>● Administrator Dashboard that enables one administrator to track usage of the account.</li> </ul>
Kanga - Premier	<ul style="list-style-type: none"> <li>● Unlimited access to Therapy Room, activities, and games.</li> <li>● Organizational and documentation tools and features.</li> <li>● Administrator Dashboard that enables one administrator to track usage of the account.</li> </ul>
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	<p>Access to Therapy Room and unlimited access to academic achievement assessments.</p> <p>Administrator Dashboard that enables one administrator to track usage of the account.</p>

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga – Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

# AGREEMENT

## CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

**THIS AGREEMENT**, made and entered\_ into this *16th* day of *April* **2024** by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called “Servicing Agency” and **Columbus Public Schools** hereinafter called “District.”

### **WITNESSETH:**

1. That the Serving Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district’s budget preparation.
2. That the Serving Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child’s progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 24-25 July commencing no earlier than August 1, 2024 and ending no later than 31, 2025 .
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district’s programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

**10.** If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services, without notice, to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service. The District hereby expressly agrees, acknowledges and affirms that its refusal to pay for services rendered will result in the Servicing Agency refusal to render services in the future and that, by refusing to pay, the District does not and will not expect the Servicing Agency to provide services of any kind to the District until payment has been made in full.

**11.** The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency. If the District refuses to make payment within sixty(60) days upon its receipt of billing, the outstanding amounts owed shall accrue in interest of the 1.25% per month or the maximum permitted by law, whichever is less, plus the expenses of collection.

**12.** It is understood and agreed, that in the event of any reason this contract does not comply with the State’s requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

**13.** It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by **April 29, 2024**. The Servicing Agency’s Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

**Signatures:**

\_\_\_\_\_  
**District Board Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ESU 7 Servicing Agency Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ESU 7 SPED Director**

\_\_\_\_\_  
**Date**



# CLIENT SERVICES AGREEMENT



**Soliant Health, LLC** (hereafter referred to as “Soliant” or the “Company”), and **Columbus Public Schools** whose primary location is 2508 27th St., Columbus, NE 68601 hereafter referred to as “Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

## 1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

## 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

## 3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

## 4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

## 5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Soliant in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Soliant of such matters may result in the termination of the contractual relationship. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

## 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by the Company for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through the Company. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

## 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

## 9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

## 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. Soliant pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Soliant will bill Client at one and one-half times the regular bill rate for all hours Soliant is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

## 11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

## 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

## 13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

## 14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

## 15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

### **16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

### **17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

### **18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

### **19. Unscheduled Facility Closure Policy.**

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

### **20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

### **21. Issue Resolution.**

## CLIENT SERVICES AGREEMENT



In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

### 22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

### 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

### 24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

### 25. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

### 26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

### 27. Survival.

# CLIENT SERVICES AGREEMENT



The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

### 28. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

### 29. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

#### **Soliant Health LLC**

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
ContractDepartment@soliant.com

#### **To Client**

Attention: Columbus Public Schools  
  
Address: 2508 27th St., Columbus, NE 68601

### 30. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

### 31. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. **(Please return all pages of this Client Services Agreement)**

CLIENT ID – CLIENT NAME

### **27653 - Columbus Public Schools**

### **Soliant Health, LLC**

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**ADDENDUM #1 - SOLIANT HEALTH, LLC TO USE  
BLAZERWORKS, LLC's SERVICES**

This Addendum applies to the Client Services Agreement (the "Agreement") between Soliant Health, LLC ("Soliant") and Columbus Public Schools ("Client") and defines Soliant's use of BlazerWorks, LLC's ("BlazerWorks") services, and Client's agreement to use same. BlazerWorks service refers to the services provided by BlazerWorks solely in its role as the preferred workforce solutions manager. For good and valuable consideration described herein, effective upon execution of this Addendum, BlazerWorks will have the responsibility for supplying and managing Client's contingent contract staff ("Consultant") workforce. BlazerWorks shall comply with the service requirements as described in the Agreement, specifically BlazerWorks will administer and manage the process of identifying and acquiring Consultants through Soliant, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is an MSP that manages client contingent contractor staff at no cost to the Client. In such capacity, BlazerWorks will act as the preferred workforce solutions manager for Client to provide Consultants. During the term of the Agreement, communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between BlazerWorks and Client.

II. Order Fulfilment Process

Job Orders. As needed Client will notify BlazerWorks of its staffing needs for all Consultants when such needs arise, and BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply Consultants through Soliant, or through one or more SSPs. In the event BlazerWorks is unable to fill any particular job order, it shall notify Client and shall have no obligation to fill such order.

Identification and Qualification. BlazerWorks service includes identifying and qualifying: 1) Consultants; and 2) SSPs that are capable of providing Consultants, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any Consultant who is not an employee of Soliant, BlazerWorks will execute a subcontractor agreement with the appropriate SSP employing such Consultant for the provision of the Consultant. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All Soliant and other SSP invoices will be collected as part of the BlazerWorks' service and consolidated into one invoice. BlazerWorks will submit this single consolidated invoice to Client for the Consultant's provided pursuant to this Agreement. BlazerWorks shall pay Soliant and all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

**CLIENT ID – CLIENT NAME**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

To: Dr. Troy Loeffelholz and Board of Education  
From: Mr. Jason Harris and Dr. Chip Kay  
Date: May 13, 2024  
RE: Phase 1 Special Education Staffing Plan

During the months of March and April, I met with special education teachers in our district to discuss the weighted caseload.

Every special education teacher rated each student they served on a scale of 1-4. The scale can be found here.

[W 4 Quadrant weighting revised Word condensed.docx](#)

That rating was put into a spreadsheet that determined the weight of each student. Here is how the ranking was calculated.

- 1's & 2s are added together and divided by 10
- 3's are divided by 5
- 4's are divided by 1

We also looked at an average caseload size for each program:

Specialized Programs	10
Behavior Programs	10
Elementary Resource	20
Early Childhood Special Education	20
Secondary Resource	25
Speech Language Pathologist	55
School Psychologist	1 per 700 students

In order to move forward with adding more special education staff for the 24-25 school year, we are going to use the average caseload size to add staff. The goal for the 24-25 school year is to add 16.4 additional staff members to be assigned to buildings or programs based upon need.

Program	Current FTE	Additional FTE
Resource	23 (includes contracted services)	3
Behavior	3	2

Specialized Placements	10	4
ECSE	4.6	1.4
Speech	11.5 (includes contracted services)	3
School Psychologist	3.5	3
Total	55.6	16.4

If approved by the CPS Board of Education on May 20, 2024, we will start recruiting and hiring these staff members now and will hire them as we can find them.

In addition, we will commit to the statements in the April 12, 2024 email from Dr. Kay.

- Contract out any unfilled FTE to reach the 100% filled ratio. This will be determined this summer. I am currently looking at in-person people through contracted companies, but may have to consider online for some cases.
- Provided case differential compensation for that additional time/effort needed should CPS have unfilled FTE and certified special education staff have to take on additional students. This will ensure that staff having to work over the 188 day contract to cover this are compensated fairly and within the descriptors of the negotiated agreement as extended duty.

While we know this will be a costly addition to staffing, we feel it's necessary to continue to provide adequate special education services. It's important to note that any additional staffing will be 80% reimbursable the following school year when our special education financials are submitted.

Over the 24-25 school year, we will continue to look at the weighted caseloads and provide adequate staffing based upon the recommendations. This includes both certified and classified staff. This will be Phase 2 and beyond of our special education staffing plan.

# Columbus Public Schools 2024-2025

# Discoverers Calendar - V3

August 2024							1
S	M	T	W	Th	F	Sa	
					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

- August**  
 2, 5-6 New Teacher Professional Development  
 7-12 Teacher PD/Workday/Staff Meeting, or Collaboration  
 13-16 Home Visits  
 19 1st Day of Preschool  
 21 No Preschool  
 28 No Preschool

September 2024							2
S	M	T	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

- September**  
 2 Labor Day - No School  
 4 No Preschool  
 11 No Preschool  
 18 No Preschool  
 27 **K-12 - 12:00 PM Dismissal, No Preschool**

October 2024							3
S	M	T	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

- October**  
 1, 3 PreK and Elementary **Parent-Teacher Conferences**  
 3 Teacher PD AM - K-12 Conferences PM  
 3,4 No School for Students  
 11 1st Quarter Ends Noon Dismissal K-8 Only/Report Card, No Preschool  
 14 Teacher Work Day - No School for Students  
**2nd Quarter Begins**  
 15 No Preschool  
 23 No Preschool  
 30 No Preschool

November 2024							4
S	M	T	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

- November**  
 8 Teacher Work Day/Collaboration - No School for Students  
 13 No Preschool  
 20 No Preschool  
 27-29 Thanksgiving Break - No School

December 2024							5
S	M	T	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

- December**  
 4 No Preschool  
 13 PK-12 - District PD/Collaboration (Select-A-Session)  
**2nd Quarter Ends**  
 19 **K-12 - 12:00 PM Dismissal, No Preschool**  
 20 Teacher Work Day (Report Cards) - No School for Students  
 23-31 Christmas Break - No School

January 2025							6
S	M	T	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

- January**  
 1-2 Christmas Break - No School  
 3, 6 Teacher PD-No School for Students  
**3rd Quarter Begins**  
 15 No Preschool  
 24 PK-12 - District PD/Collaboration (Strategic Plan)  
 29 No Preschool

February 2025							7
S	M	T	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28		

- February**  
 5 No Preschool  
 14 **K-12 - 12:00 PM Dismissal, No Preschool**  
 17-19 Home Visits-No Preschool  
 20 Teacher PD AM - Home Visits PM  
 21 No School for Students  
 26 No Preschool

March 2025							8
S	M	T	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

- March**  
 6 **3rd Quarter Ends**  
**Grades K-8 - 12:00 PM Dismissal/Report Card Prep, No Preschool**  
**Grades 9-12 - Full Day**  
 Teacher Work Day/No School for Students  
 10-14 No School - Spring Break  
**4th Quarter Begins**  
 17 No Preschool  
 19 No Preschool  
 26 No Preschool

April 2025							9
S	M	T	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

- April**  
 4 Teacher Work Day/Collaboration - No School for Students  
 9 No Preschool  
 16 No Preschool  
 18, 21 Easter Break  
 23 No Preschool  
 30 No Preschool

May 2025							10
S	M	T	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

- May**  
 9 End of Year Celebration-Teacher PD/Workday  
 14 Last day for Preschool  
 15-16 Room Clean Up  
 19-20 Gold Data Clean Up  
 21 Teacher Work Day (Report Cards) - No School for Students

**Key:**

- No Preschool
- Professional Development or Workday/No School for Students
- Beginning/End of Quarter
- No School for Teachers and Students
- K-12 early dismissal, No Preschool
- Home Visits and Gold Data Cleanup

Published by:  
 Columbus Public Schools  
 2508 27th Street, PO Box 947  
 Columbus Public Schools  
 Phone: 402-563-7000

**Preschool Hours**

**7:45 a.m. to 11:15 a.m. A.M. Session**

**12:00 p.m. to 3:30 p.m. P.M. Session**

**8:00 a.m. to 3:00 p.m. Head Start Classroom**



Updated 4/29/24

**Calendar Facts**

- There are 132 Preschool student contact days in the calendar.
- The last day of school is scheduled for May 14th
- The district may start at 10:00 a.m. due to inclement weather.
- Students may have to make up days of attendance if the district accumulates 4 or more days due to weather.



## **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\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.

- 1) Services. CONTRACTOR agrees to provide all Music Therapy services for the SCHOOL DISTRICT. CONTRACTOR shall devote a sufficient number of hours, based upon the needs of SCHOOL DISTRICT, to carry out the responsibilities outlined in this Agreement.
- 2) Policies. SCHOOL DISTRICT agrees to the CONTRACTOR policies outlined in *Attachment A* of this agreement.
- 3) 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. SCHOOL DISTRICT will issue a 1099 to CONTRACTOR.
  - 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.
    - 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, if SCHOOL DISTRICT requests, 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.
- 4) Term and Termination. The term of this Agreement shall be for one (1) calendar year commencing on the date signed unless sooner terminated by either party as provided below. 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*) is found to have violated any law or regulation that directly impacts the safety of the students with whom they work, or Contractor has threatened the safety and/or health of SCHOOL DISTRICT's students or staff.
  - i) The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
  - ii) Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
  - iii) Governing Law: This contract shall be governed by the state of Nebraska and any disagreement shall be heard in Douglas County, NE.
- 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

5) Payment of Services:

- (a) CONTRACTOR agrees to submit a monthly invoice to the SCHOOL DISTRICT by the 5<sup>th</sup> 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 \$74 per hour. CONTRACTOR fee will be charged for all duties related to this contract and all time spent working for this SCHOOL DISTRICT, including: sessions, travel, meetings, in-services, preparation, documentation, consultations with other district personnel, etc.

6) 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: Columbus School District  
2508 27<sup>th</sup> St  
PO Box 947  
Columbus, NE 68602

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

7) 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 student 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.

8) Virtual Learning. If the SCHOOL DISTRICT decides to return to virtual learning, the CONTRACTOR will continue to perform duties outlined in this contract via virtual means accepted by SCHOOL DISTRICT. Should the CONTRACTOR or student(s) be unable to attend sessions in person due to COVID-19 infection or contact with someone with COVID-19 or other highly contagious outbreak, services will be performed virtually when possible.

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

10) 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.

11) 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.

**SIGNATURE PAGE**

**CONTRACTOR:**  
Omaha Music Therapy LLC

**SCHOOL DISTRICT:**  
Columbus School District

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Signature

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Signature

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Printed Name

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Printed Name

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Title

---

Title

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Date

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Date

## **ATTACHMENT A:**

### **Policies**

#### **Safety**

The safety of every client, therapist, staff, and caregiver is of primary importance; therefore, the following policies have been developed to encourage and provide the safest environment possible.

- Staff are asked to accompany the student throughout the session. Sometimes a staff member will find that the client is able to have a more therapeutic experience without an audience, in which case it is at the discretion of the staff member and music therapist to make that determination.
- We work to provide the best possible life experiences for our clients and care deeply for their well-being. We have been trained to recognize the signs of abuse and neglect and are required by law to report to Social Services any suspected abuse or neglect of any client.
- If the therapist at any time feels unsafe, they have the right to immediately terminate the session. This includes (but is not limited to) intentional physical, emotional, spiritual harm from the patient, family, staff member, or caregiver directed at the therapist; lack of a safe environment in which to provide treatment; drug abuse; unsupervised animals; sexual advances; disrespectful behavior towards the therapist; etc. The full fee for the service will be billed. It will be at the discretion of therapist whether they feel safe to return after said session.
- The SCHOOL DISTRICT is choosing to receive music therapy services from OMAHA MUSIC THERAPY LLC and understands that the SCHOOL DISTRICT will be responsible for any injuries or incident that the client may sustain under any circumstances.
- The SCHOOL DISTRICT understands that they are liable for any injuries to OMAHA MUSIC THERAPY LLC contracted therapists or instructors when they are on the property of SCHOOL DISTRICT, i.e. injuries due to faulty steps, sidewalks, falling objects in the building, injuries from animals, icy sidewalks, etc.

#### **Non-Discrimination**

Omaha Music Therapy LLC will not discriminate based on race, gender, political affiliation, religious preference, sexual orientation, gender identity, ability level, nation of origin, age, or any other reason. We will be happy to work with any individual who can benefit from music therapy services.

#### **Snow/Inclement Weather**

OMAHA MUSIC THERAPY LLC will close for inclement weather along with Omaha Public Schools. If SCHOOL DISTRICT is still in session, it will be at the discretion of the therapist whether they are able to travel to the sessions. All attempts will be made to make up the sessions or provide services via a telehealth platform.

There will be no charge for a session cancelled due to inclement weather.

#### **Social Media**

If SCHOOL DISTRICT (or any staff of SCHOOL DISTRICT) would like to keep in touch via social media, please "Like" OMAHA MUSIC THERAPY LLC on Facebook or Instagram. Please do not send a personal friend request. It is important to maintain this boundary between therapist and

client/client family/district. A private friend request will not be approved. Thank you for understanding.

We will always ask permission before posting pictures/stories. However, feel free to post stories or pictures on the OMAHA MUSIC THERAPY LLC Facebook/Instagram page or tag us in your own feed.

**Internship/Practicum Students**

OMAHA MUSIC THERAPY LLC regularly hosts practicum students and interns. Occasionally, the student will lead part or all of a given session under the supervision of the Board Certified Music Therapist. There are policies and procedures in place for the intern or practicum student including signed confidentiality forms. If you would like more information on interns and practicum students, please let us know. We are happy to provide whatever you need.

**Communication**

Please contact OMT LLC via e-mail, phone, or text. If you need to send Personal Health Information, consider using Google Docs, which is HIPAA compliant.

Email: [info@OmahaMusicTherapy.com](mailto:info@OmahaMusicTherapy.com)

Phone/Text: 408-835-7324

**ATTACHMENT B:**

**Dual Interest**

It is understood that the owner of Omaha Music Therapy LLC is a parent of children in Westside Community Schools and resides in the district. The existence of this dual relationship will not affect the services rendered under this contract. The owner of Omaha Music Therapy LLC and the Director of Special Services are both aware of this dual relationship.