

Regular Meeting

Mission: "Engaging All Learners to Achieve Success"

The Regular Meeting started at 5:30 PM on Monday, May 18, 2020. The meeting was held at Administration Building
2508 27th Street
Columbus, NE 68601

Candace Becher: Present

Ken Curry: Present

Michael Jeffryes: Present

Doug Molczyk: Present

Theresa Seipel: Present

Douglas Willoughby: Present

I. Board Meeting

A. Call to Order

B. Roll Call of Board

C. Pledge of Allegiance

D. Notice of Open Meeting Posted

1. President insures all can hear proceedings

E. Mission Statement

Mike Jeffryes read the Mission Statement.

F. Opportunity for Public to be Heard

G. Board Special Functions

1. Change of High School Schedule

Dave Hiebner, CHS Principal gave a brief summation on the benefits of the schedule change for CHS. They are looking at some options that include intervention time at least 3 times per week. The opportunity for students to build relationships with staff members who will be an advocate to that child is a priority. The current schedule does not offer staff planning time on Tuesdays or Wednesdays, time is needed for planning and meetings with staff. A 7-period day offers more opportunities for alternative education for students with those needs.

Students and staff have all requested some type of study hall opportunity, that will also be part of the planning in the new schedule. The question for study halls are, how staffing will work and spaces that may work best. There may be a rotating type schedule for teachers monitoring or it may be specific staff members for specific subjects. Mr. Hiebner said there will be many students who are enrolled in AP or upper level courses that will take advantage of a study hall.

2. Overall Administrative Package Increase of 2.46% for the 2020-2021 school year.

Dr. Troy Loeffelholz, Superintendent is recommending this 2.46% total package increase for administrators. The increase will range from \$1200.00-\$3000.00 for individuals.

Administration is not a recognized negotiating entity, in the past we have settled anywhere from a quarter to a percent below the teachers negotiated agreement. A comparison is more difficult with other districts because there are many mitigating factors, years of experience in those positions, benefits can be very different within districts. Board Member, Theresa Seipel mentioned because of COVID-19, some districts are handling salary increases differently. There are 13 districts in our array, Waverly is discussing a salary freeze, Gretna has not made a decision yet, Ralston Superintendent is taking the EHA health and dental premium increase as his salary increase, seven other districts have not settled. The CPS total increase for 21 administrators is \$29,000.00 this year.

Ken Curry, Board Member says leadership is critical, they need to know they are well valued. Local receipts are coming in low right now. Dave Melick, Director of Business Operations and Human Resources said when discussing increases, CPS stays midpoint with the array of other districts. Chris Nelson from Kearney and NDE, share a report each year, the report shows credentials, years experience, benefits and salary for administrators. Mr. Melick said the salary piece is what the focus is in looking for balance. CPS administrators pay NPERS, CPS provides full family health and dental for all administrators.

H. Recognitions

I. Items to be removed from the Consent Agenda

J. Consent Agenda

1. Approval of Minutes
2. Financial Reports M2, M3, M4a
3. Financial Report M5

Mr. Melick shared a few payments that were made last month, Mid-American Research Chemical is for chemicals used for summer cleaning, Perry, Guthery, Haase & Gessford P.C. is for legal expenses, and Staples for office supplies. Typical expenses for this time of year.

4. Certified Personnel
 5. Classified Personnel
 6. Professional Travel
- K. Acceptance of Gifts/Donations
- L. Business Operations and Human Relations

1. Administrative Functions
1. Classified Salary Schedule 2020-21/3.5% Increase

Mr. Melick explained each kitchen has a manager, their responsibilities include making sure menus meet all the criteria, that daily meal counts are correct, they also do some ordering to keep up the supply of fruit and vegetables. All kitchen managers are CPS staff.

2. Updates
- M. Buildings & Sites/Technology

1. Administrative Functions
2. Updates

N. Curriculum and Instruction

1. Administrative Functions
1. K-4 Health Curriculum
2. Updates

O. Student Services

1. Administrative Functions

1. Global Therapy Contract for Non-Public Students 2020-21

Jason Harris, Director of Student Services/SPED shared a brief overview of the Global Therapy Contract, CPS will be utilizing this company for the 2nd year.

2. Updates

P. Superintendent's Report

Dr. Loeffelholz said Chip Kay sat in on the Director's meeting and is in attendance at tonight's board meeting, he completed hiring documents today. Dr. Loeffelholz also spoke about information coming from the Commissioner of Education regarding food service and executive orders from the Governor. Dr. Loeffelholz shared the recommendations for fall planning from Dr. Pour regarding masks for every student, sanitation stations, box lunches for eating in classrooms, etc. Orders for masks and thermometers are being researched now. He also mentioned that the USDA waiver was extended until August 31. The Summer Lunch Program will begin on June 8th, sites are Lost Creek, CMS and Centennial. The CARES Act, and NDE funding was mentioned. Also discussion regarding the last meeting with the BCDM Architects, cost was decreased substantially. Dr. Loeffelholz believes the pre-school and the outer shell can be done for 5 million with the plan to phase in the other programs. Planning to get more detail to narrow cost. Next board meeting will be June 15. The July calendar looks good for the meeting to take place on the 13th.

Mr. Hiebner gave some background on the new hire for the basketball coach position. Mr. Hitchcock was an assistant at Lincoln NE, massive positive turnaround, he played a major role in the positive change. CHS was looking for someone who could build relationships with our kids. Major in business administration and a minor in history, he will teach in a social science position, possibly sociology, economics. He came highly recommended from the basketball community.

Q. Board Sharing

The Board shared thoughts about changes in life with the COVID-19 shut down, graduation events with social distancing, welcome to Chip Kay. Shout out to teachers and all the hard work with online learning. Shared appreciation for the leadership and all involved in making sure our students had a great 4th quarter.

R.

II. Executive Session

III. Adjourn

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, May 18, 2020.

President

Secretary

Nebraska Open Meetings Act

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public, in any manner which exercises their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and (b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 84-1415 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of the discussion of public business, formation of tentative policy, or the taking of any action of the public body; and (3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted in private. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and closed shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed session to only those purposes set forth in the motion to close and the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance, or formal action, but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes. (4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act. (5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance public notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled under the corporate limits of the municipality. The public body shall have the right to modify the

agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if: (a) Reasonable advance public notice is given; (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recording by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used; (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference; (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and (e)(i) Except as provided in subdivision 2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing. Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of the governing body of a board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if: (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county; (b) Reasonable advance public notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision 3)(f) of this section; (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, or entity or pool or at a place which will accommodate the anticipated audience; (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recording by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used; (e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call; (f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; (g) The telephone conference call lasts no more than five hours; and (h) No more than one-half of the board's, council's, governing body's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call. Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the Daily Documentation 1st Quarter in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting. (5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken at such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day. (6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunication equipment.

84-1412. Meetings of public body; rights of public; public body; powers

and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state, if only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; (f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and (g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. (2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public. (3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised 6-3-19

PCH&G
ATTORNEY AT LAW

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nbsa.org

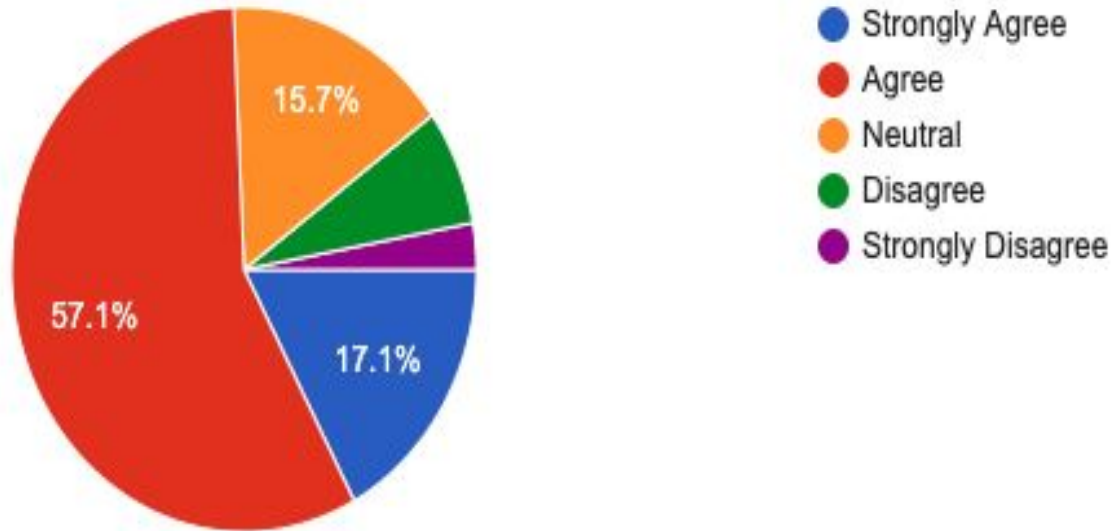
Columbus High School Schedule Change Proposal

May 13, 2020

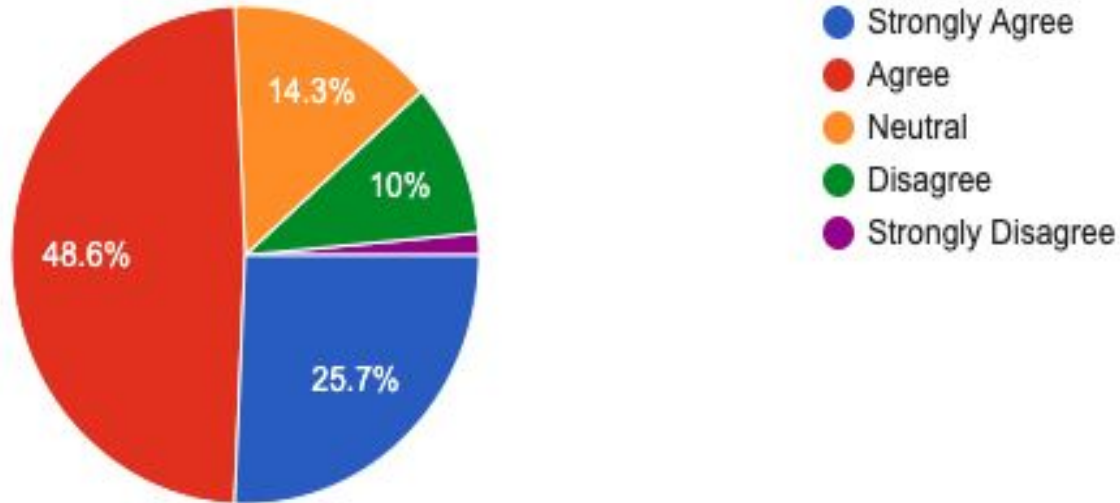
Bell Schedule Staff Survey

Staff Survey completed by 70 CHS staff

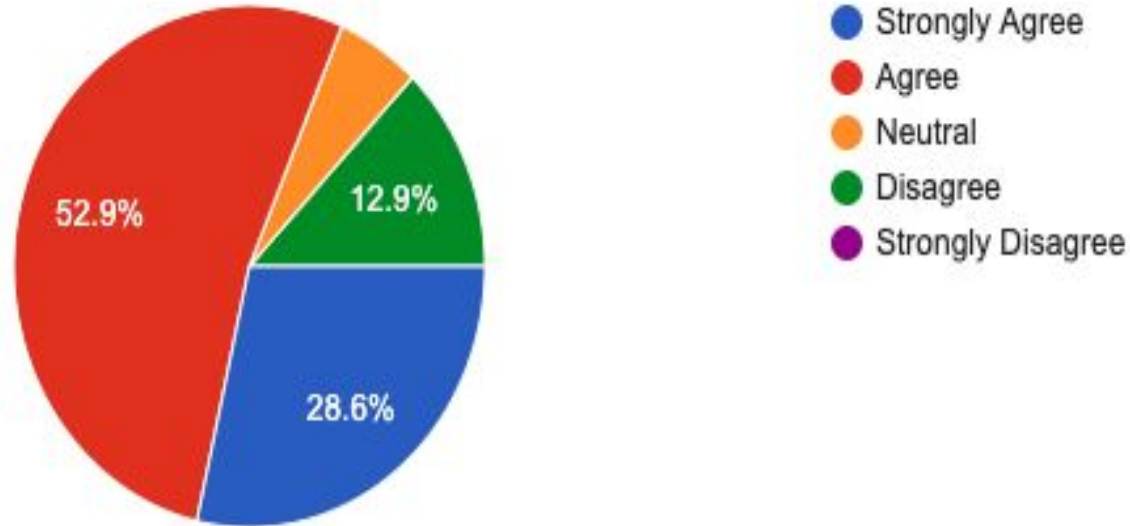
Are there benefits to the current bell schedule?



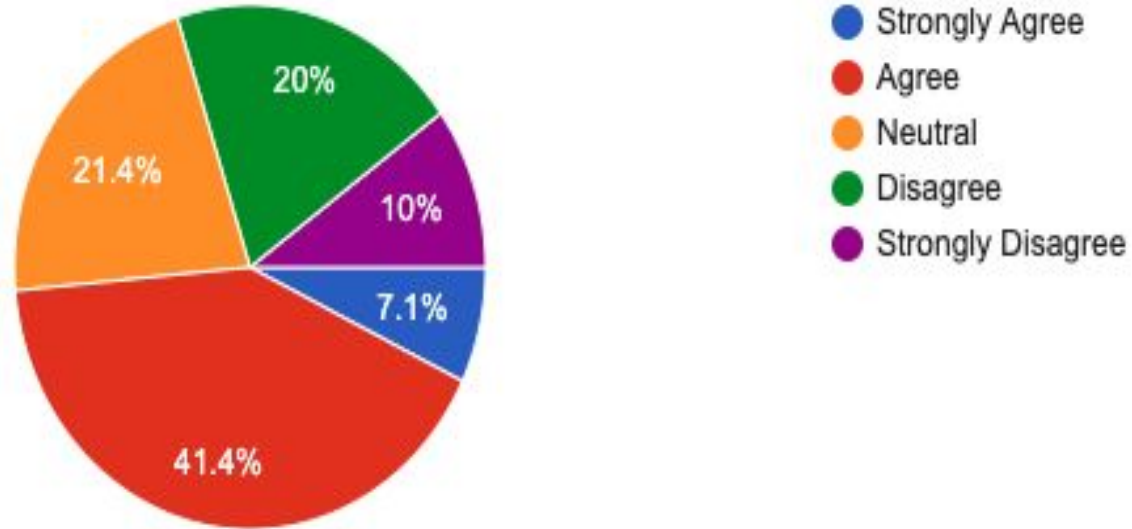
Are there drawbacks created because of the schedule?



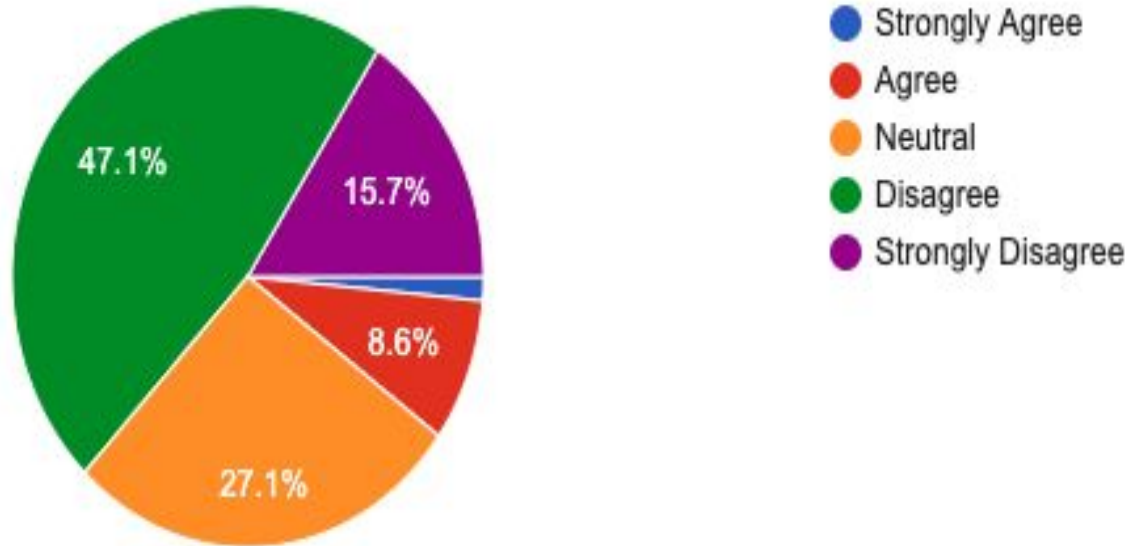
Intervention time should be a part of the bell schedule.



LEAD has benefits that would not otherwise be possible



LEAD should be kept in its current format



Survey Takeaways

1. The benefits of the current schedule are outweighed by the negatives created by the current schedule
2. There are some departments/individuals who utilize the extended periods and it benefits their course offerings
3. Consistency in day-to-day scheduling is an issue
4. Intervention time is needed
5. LEAD, if done correctly, can be a positive for our students

Survey Takeaways - continued...

6. LEAD, if done correctly, is another prep for our staff
7. Students have difficulty, or will not, come in before or after school for help or to make up assignments
8. The majority of staff believe that intervention time is needed
9. Days in which staff do not have a plan are difficult days

Student Survey Takeaways

1. Tuesdays are too long
2. Extended days are just longer class periods. Unless we are in a lab extended days are difficult to focus.
3. Study halls are consistently brought up by our involved students
4. When asked, students would rather have a consistent schedule than what they currently have

Moving Forward

Any schedule change must have the following:

1. 7 period day - everyday
 - a. I am not willing to change the credits required for students

2. Intervention/Advisement/Guided Study/Home Room
 - a. Needs to happen at least 4 times a week

Moving Forward - the Process CHS Followed

- Drafts were shared with all staff
- I asked that staff deliberate and discuss the options as departments
- Comments, thoughts, etc...should be shared with a member of the CHS PLC team
- The CHS PLC team met with admin to discuss the options. Four meetings with drafts of schedules and information back to the staff.

Regular Meeting
Monday, April 20, 2020 5:30 PM Central

Administration Building
2508 27th Street
Columbus, NE 68601

Candace Becher: Present
Ken Curry: Present
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Present
Douglas Willoughby: Present
Present: 6.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

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

I.E. Mission Statement

I.F. Opportunity for Public to be Heard

I.G. Presentations

I.G.1. Oath of Office for Ken Curry

Mr. Ken Curry, newly appointed board member received the oath of office from Dr. Loeffelholz. Mr. Curry said he was pleased to be back on the board, glad to support staff, they do great stuff for CPS.

I.G.2. Centennial Elementary Presentation

Andy Luebbe, Centennial Principal, shared the Radar Chart with data, including DIBELS and MAP testing results. He feels they had good gains from fall to winter. Centennial's goals are the same as the other elementary schools with all students at the 61st percentile. Also noted was the reading and math goals and the tools they are using to meet these goals, high frequency words, numeral relationship skills, literary and informational characteristics of text, rounding numbers, number sense.

Mr. Luebbe reviewed the new faces at Centennial this year and the increase in a couple of staff throughout the year for the needed support in some areas based on the number of students. He also said there are two teachers that will not be returning next year, they are moving out of the district.

There are many traditions at Centennial that Mr. Luebbe shared with the group, UBUNTU which means family, this is a popular activity they use. They mix grade levels to work on specific projects, it is a great time for older students to interact with the younger students.

The school celebrates with quarterly assemblies, golden awards, and student awards. The students are very excited about inviting some of the older groups from CHS and CMS to perform, this shows the students CPS Pride and the opportunities they have at the next levels.

Student Council is a great program, they help Mr. Luebbe hand out awards, Valentine's Day activities, acceptance of the Kindness Challenge. The Centennial PAC is super involved, attendance at meetings is not great, but they organize some great, very well attended events. Next year Centennial is celebrating their 20th Anniversary, and plans are being made for a big celebration.

Mr. Luebbe talked about how student learning is going now during COVID-19. They are using online learning and paper packets. They are tracking the data on the on-line learning, the graph shows number of attending students. Staff organized a Teacher Parade, they had 21 cars decorated with signs and balloons and drove many streets in the Centennial attendance area. Staff is coming in to help distribute lunches to be able to see their students and parents from afar. Centennial is putting out nearly 300 lunches per day. Mr. Luebbe is keeping in touch with his staff with ZOOM meetings, trying to maintain a family feeling and being together virtually.

I.H. Board Special Functions

I.H.1. Discuss, consider and take all necessary action to authorize the Board Secretary to execute an Application to the State Board of Education to formally request continued accreditation and receipt of state funding for the 2020-2021 school year.

Motion to approve the Board Secretary to execute this application to the State Board of Education, as submitted. Passed with a motion by Doug Molczyk and a second by Douglas Willoughby.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Dave Melick, Director of Business Operations and Human Resources read Statute 79-213 regarding a suggestion from the attorney to take action to keep our accreditation in order with the Nebraska Board of Education. The hope is that the Commissioner of Education would be handling this for the state, but we want to take all action to keep CPS safe. The request for approval to sign and send in the application.

I.H.2. Approval of Board Resolution: GRADES, GRADUATION, CURRICULUM, AND RELATED MATTERS

The Superintendent recommends that the Board approve the Board Resolution: GRADES, GRADUATION, CURRICULUM, AND RELATED MATTERS, as submitted. Passed with a motion by Theresa Seipel and a second by Michael Jeffryes.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Dr. Troy Loeffelholz, Superintendent explained the resolution which was a recommendation of the school attorneys. Some districts are waiving the credits needed for seniors to

graduate. CPS is not waiving required credits. To maintain our accreditation with Rule 10, we will not waive. The requirement at CPS is 235 credit hours, no freebies, must be completed. If we have students that are not eligible because of the building closures, we will help them develop a plan. If they have met all the requirements, they will receive a letter on May 17, 2020, that says they have graduated. Mr. Hiebner says we are where we normally would be with the students that have met requirements, we always have few that need to finish up by a deadline to graduate. The new timeline will help those students as graduation is set for August 2, 2020 if the direct health measures have been lifted to allow 1000 people to gather.

Dr. Loeffelholz says CPS is fortunate that we had completed 3 quarters of the year, the student's grade at the end of the third quarter will be the final grade. Grades cannot be lowered, however, they can increase the grades by the e-learning work they are doing. Candy Becher, Board President reminded everyone that this does not pertain to their college credit courses. The Board asked what is motivating students with good grades to do the work and participate in the instruction being offered? Mr. Hiebner said he felt it was important to be transparent with students regarding this information, he didn't feel it was fair to ding a student if they were unable to participate in the e-learning opportunity, obviously having a great teacher sitting in front of them is optimal. These are difficult times, this is all new to all of us. Counselors and administrators are calling students to encourage them to finish out strong. Many students are in touch because of the strong relationships they have at CHS. We also may find some of those students have moved from the district. We can definitely track students that did not do anything through the e-learning process.

I.H.3. First Reading of Policy 0611.07 Graduation Requirements, 0611.07R1 Guidelines for Graduation After Junior Year, and 0611.07R2 Guidelines For The Approval of Correspondence Courses or Online Courses.

The Superintendent recommends that the Board approve the First Reading of Policy 0611.07 Graduation Requirements, 0611.07R1 Guidelines for Graduation After Junior Year, and 0611.07R2 Guidelines For The Approval of Correspondence Courses or Online Courses, as submitted. Passed with a motion by Douglas Willoughby and a second by Ken Curry.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Dr. Loeffelholz said this policy needs to be reviewed each year. It was in need of an upgrade. This policy shows how the credits will change over the next few years with the change of block schedule to period scheduling. The required credits need to reflect 80-85% eligible of what a student is able to receive, CORE classes are included. There is a difference of 10 credits because of the block schedule vs period scheduling. There is less opportunity to get 235 credit hours with the 7 period offering. We had more mid-term graduates this year than in the past, the goal is to keep them in the building for their entire senior year.

I.H.4. Approval of Wordware System used for lunch and activities payments

The Superintendent recommends that the Board approve the Wordware system for lunch and activities payments. Passed with a motion by Doug Molczyk and a second by Theresa Seipel.

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

Mr. Melick said after researching about 12 companies, they found the Wordware System met the criteria for what CPS was looking for in a payment system for lunches and activities. Leonard Kwapnioski, Director of Buildings and Sites/Technology said the program had to interact with our system, it needed to be user friendly for families. This system is used by Kearney Public Schools and Gretna Schools, so LunchTime Solutions has some experience with this system. Parents will have the ability to turn off buying of specific items as they see fit for each student. Cost is \$9877.00 for start-up and \$6000.00 for the Chromebook touch screen devices. Devices were already in the works to be purchased as others at this time are out of date. Equipment needs to be purchased right away so that training can begin.

Lunch payment deficits are at approximately \$30,000.00 at this time, Mr. Melick says a plan is being made, a collection agency may be used. Not all of this balance is from this school year, some has rolled forward from the last few years.

I.I. Oklahoma Baseball Field Trip Approval

The Superintendent recommends that the Board approve the Baseball Field Trip to Oklahoma 2020-21, as submitted. Passed with a motion by Ken Curry and a second by Douglas Willoughby.

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

Jimmy Johnson, Varsity Baseball Coach is requesting approval to begin fundraising for this trip. He has received information from Westside High School regarding the positive training a trip like this is for the team, playing several games over 3-4 days in nice weather. Our Nebraska weather doesn't usually permit the boys to get the preliminary games in that are typically on the schedule. He is hoping they could include a couple of college campus visits, maybe even see a college game along with their own games. The plan would be to leave on March 17 or 18 and return on March 21, 2021. Coach Johnson said they have some ideas for fundraising, selling discount cards, concession stand duties, youth camps. He would like to see this trip become something the team does every two years. He said it would be great to run a camp this summer if the situation with COVID-19 changes and makes that possible. Dr. Loeffelholz said we do this so far in advance so the board can approve the team fundraising, we will have another opportunity a couple of months before they go to approve the trip and look at how the fundraising process worked out.

I.J. 2020 Nominations for Educator of the Year and Operations Employee of the Year

Nicole Anderson, CPS Foundation Director/Director of Communications shared the nominations for Employee of the Year and Operations Employee of the Year with the board. There were 12 EOY candidates, a very nice mix across all levels. OEY had 13 nominations, also a great mix of paras, health aides, technology staff and custodial/maintenance staff. The

selection committee was comprised of Dr. Fred Bellum, a secretary from CMS and Stan Emerson from the Foundation Board.

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

I.L. Consent Agenda

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

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

I.L.1. Approval of Minutes

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

Mr. Melick discussed a few entries on each report, there are two payments to RVW, which should be the last two for the pre-building designs for Kramer Education Center. The general fund revenue report shows no change and is comparable to the last couple of years. Concerns regarding property taxes during this shutdown period are still at the forefront, he said we will see what next month looks like. There is an entry from the Department of Education for textbooks for the parochial schools, this is a yearly revenue that CPS receives. There is also a reimbursement showing of \$70,940.00 for Special Education. Also on the report is a reimbursement that is from 2018-2019, the department has cut back on staff and this is part of the backlog of reimbursements.

I.L.3. Financial Report M5

Mr. Melick also mentioned expenditures to Quadient Finance USA, Inc. for postal machine supplies, the time management system fee, and Marzano training fees for next year. ServiceMaster is fulfilling this year's contract, they are doing some summer cleaning now and Mr. Kwapnioski thinks we can keep them busy with some construction clean-up as well. Boys Town students are receiving online lessons or packets, the staff there is trying to service their needs with visits and assistance where needed.

Dr. Amy Romshek said all trainings that were paid for have been completed. Also included is payments made for some repair to security cameras, Edupoint technical assistance, boiler repairs at CMS, and mower repairs.

I.L.4. Certified Personnel

Dr. Loeffelholz said even with the shutdown and social distancing, we have still been doing some hiring, the Certified Personnel Report show 8 hires and 5 resignations, Mr. Melick said there is still about 5 or 6 openings.

I.L.5. Classified Personnel

The Classified Report shows Joan Von Ruden Kruger has been rehired for an EL Para position, a much less aggressive schedule requirement.

I.L.6. Tentative 2020 Graduate List

The tentative graduation list has about 280 students listed.

I.L.7. Professional Travel

The travel report is very short as district travel was suspended.

I.M. Acceptance of Gifts/Donations

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

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Mrs. Anderson said the report shows a pretty typical month of giving, next month will look much different. Total for March is \$30,712.29. She also talked about some funding that has been applied for through the United Way, that may help pay for the equipment for the access points placed on buildings. Columbus Area Future Fund and the Community and Family Partnership are interested in providing internet. Looking for ways to make the service available to all in the community, not just CPS. If we can make it public without sacrificing the security needed for our business systems, a reimbursement of \$38,400.00 could be reimbursed to the Building and Sites Fund. Mr. Kwapnioski says Technology is working on making it work properly so the public side does not overlap into the private side.

I.N. Business Operations and Human Relations

I.N.1. Administrative Functions

I.N.1.1. Surplus

The Superintendent recommends that the Board declare these items as surplus property. Passed with a motion by Douglas Willoughby and a second by Doug Molczyk.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Mr. Melick shared the surplus list which includes Interactive Science books for grades 1-4 and Science Fusion books for Kindergarten that will be discarded at the end of the year.

I.N.1.2. Approval of 2-year negotiated agreement with the Columbus Education Association. Total package increase of 3.46% for 2020-21

The Superintendent recommends that the Board Approve the 2-year negotiated agreement with the Columbus Education Association. Total package increase of 3.46% for 2020-21. Passed with a motion by Doug Molczyk and a second by Theresa Seipel.

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffries: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 6, Nay: 0

Mr. Melick talked about the negotiated agreement, he says the group is always very cordial. The changes that were agreed upon were a gap in BA18 and BA27. Internal sub pay changed rates to \$6.00/15 minutes of time. Insurance premiums have increased so the stipend has been increased from \$670.00 to \$715.00. Sick leave was discussed along with the amount of split leave time, it has always been ¼ of a day, now the agreement is 1/8 of a day can be requested. Base salary has been increased to \$38,400 for 2020 and \$38,650 for 2021, a package increase of 3.46%. CEA has not voted yet but will vote by noon Thursday, April 23rd. This increase puts CPS right in the middle of the array of districts.

Board Member, Theresa Seipel said the committee felt this kept CPS in good standing with all the unknowns of the legislative decisions that may be made for the next couple of years. Doug Willoughby, board member also commented that it really helped that the other districts in our array had already settled.

I.N.2. Updates

Mr. Melick welcomed Mr. Curry to the board. He also updated the group on the distributed lunch number, 61,199. Mr. Melick said he feels the board made the right decision in paying our staff during this time, people are very grateful. He noted that there are only 2 districts that he knows about that are not paying staff. Our school attorneys believe this was the best way to handle this difficult situation. Candy Becher, Board President also commented that she was very happy with this decision.

I.O. Buildings & Sites/Technology

I.O.1. Administrative Functions

I.O.2. Updates

Mr. Kwapnioski updated the board on the strategic plans for updating buildings that are being done now, he invited the board to come and see the improvements.

I.P. Curriculum and Instruction

I.P.1. Policies

I.P.1.1. Second and Final Reading of Policy 0611.07 Graduation Requirements, 0611.07R1 Guidelines for Graduation After Junior Year, and 0611.07R2 Guidelines For The Approval of Correspondence Courses or Online Courses.

The Superintendent recommends that the Board approve the Second and Final Reading of Policy 0611.07 Graduation Requirements, 0611.07R1 Guidelines for Graduation After Junior Year, and 0611.07R2 Guidelines For The Approval of Correspondence Courses or Online Courses. Passed with a motion by Doug Molczyk and a second by Douglas Willoughby.

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

No discussion.

I.P.2. Administrative Functions

I.P.3. Updates

Dr. Romshek's update included information regarding what curriculum is working on. K-4 Science Teachers are working on the new science materials. English 9 reviewing 4 resources and have narrowed the choice down to 2. The K-4 health curriculum goals and scales are being updated. They continue to conduct business as usual to prepare for next school year.

I.Q. Student Services

I.Q.1. Administrative Functions

I.Q.2. Updates

Mr. Harris updated on SPED e-learning, they have found many students are being cared for by a family member that is not able to use the e-learning sites or internet. He also spoke about the Grading for Learning Training/proficiency scales and how to report. Jan Hoegh will present at the November board meeting.

I.R. Superintendent's Report

Dr. Loeffelholz said there is a letter that will go out regarding graduation and prom, this includes the dates and what needs to happen to have these events. Teacher's last days will be May 18, 19, and 20. Graduation will be held on Sunday, August 2, 2020 if the DHM has been lifted to 1000 participants by July 17, 2020, if not, there will be a virtual graduation. Prom is scheduled for July 31, 2020. If the DHM has not been lifted, Prom will be canceled.

Graduates will receive a box containing cap, gown, cords, award letters and certificates, diploma, letter from Mr. Hiebner, Ms. Becher and Dr. Loeffelholz. The box has been designed with class photo and other information specific to CHS students as a keepsake, Dr. Loeffelholz feels they deserve something special because of these unprecedented circumstances during this time.

He shared that he is working on school calendars for next year to reflect when we may be allowed to start school. The Nebraska Commissioner of Education has said do not plan on a normal start to school.

The school attorneys are recommending that CPS fulfill contracts to the best of our ability through the closure. He also mentioned that NDE will be auditing all Continuation of Learning Plans. Dr. Loeffelholz shared information regarding the Turn on the Lights event and the frustration with the City not communicating so CPS could help keep things safe for students. He did talk with Mayor Bulkley about his frustration.

Dr. Loeffelholz is recommending that work on Kramer Education Center be pushed back about 6 months, because we do not know where the tax receipts will be with property tax. The architects will continue with the design work at this time. With the delay, it is felt we would have a better handle on the financial picture.

I.S. Board Sharing

Everyone welcomed Ken Curry. Mike Goos is running for Nebraska School Board, they wished him good luck and asked how this group could support him.

II. Executive Session

The Board did not go into Executive Session.

III. Adjourn

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

Candace Becher: Yea, Ken Curry: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 6, Nay: 0

Adjourned at 7:36pm

Columbus Public Schools
 Summary of Cash Balances
 April 30, 2020

DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
Attachment M4a			\$ 3,332,902.18		
Attachment M5 (prior Bd Mtg)			\$ 112,267.98		
GEN FUND - GREAT PLAINS STATE BANK	\$ 2,701,950.02	\$ 2,871,150.08	\$ 3,445,170.16	\$ 2,127,929.94	\$ 750,502.65
Dividends		\$ 1,351.43	\$ -		
Management Fees			\$ 249.96		
Investment Loss		\$ -	\$ 110.35		
GENERAL FUND - FNB TRUST	\$ 930,488.48	\$ 1,351.43	\$ 360.31	\$ 931,479.60	\$ 907,269.08
PAYROLL - PINNACLE BANK	\$ 271,463.48	\$ 3,233,377.45	\$ 3,212,337.71	\$ 292,503.22	\$ 240,366.30
PAYFLEX - PINNACLE BANK	\$ 28,886.92	\$ 11,394.02	\$ 7,967.90	\$ 32,313.04	\$ 13,982.84
Dividends		\$ 2,450.93			
Management Fees			\$ 382.04		
Investment Loss/Gain			\$ -		
DEPRECIATION - FNB	\$ 1,445,712.84	\$ 2,450.93	\$ 382.04	\$ 1,447,781.73	\$ 1,553,044.97
Administration	\$ 564,050.61	\$ 1,828.63	\$ 947.06	\$ 564,932.18	\$ 596,502.31
Middle School	\$ 89,976.18	\$ 473.56	\$ 221.42	\$ 90,228.32	\$ 69,595.22
High School	\$ 395,751.88	\$ 16,219.72	\$ 10,728.90	\$ 401,242.70	\$ 403,472.95
ACTIVITY FUNDS - COLUMBUS BANK	\$ 1,049,778.67	\$ 18,521.91	\$ 11,897.38	\$ 1,056,403.20	\$ 1,069,570.48
Other deposit		\$ 4,000.00			
Student Meals		\$ 196.85			
Federal Reimbursement		\$ 39,517.04			
Rct to Expenditures		\$ 2,477.53			
Interest Income		\$ 515.24			
NUTRITION FUND - CORNERSTONE BANK	\$ 332,289.84	\$ 46,706.66	\$ 233,927.31	\$ 145,069.19	\$ 288,600.85
Platte County Treasurer		\$ 121,289.80			
Butler County Treasurer		\$ 967.08			
Dividends		\$ 1,021.59			
Management Fees		\$ -	\$ 233.65		
Investment Loss			\$ 47.40		
BOND FUND - FNB	\$ 874,939.56	\$ 123,278.47	\$ 281.05	\$ 997,936.98	\$ 1,206,536.49
Dividends		\$ 216.77			
Management Fees			\$ 108.52		
Investment Gain			\$ 31.21		
SPECIAL BLDG FUND - FNB TRUST	\$ 396,055.18	\$ 216.77	\$ 139.73	\$ 396,132.22	\$ 486,073.54
SPECIAL BLDG FUND - BANK OF THE VALLEY	\$ 469,156.99	\$ 35,266.31		\$ 504,423.30	\$ 315,651.31

Columbus Public Schools
 General Fund Revenue Detail
 April 30, 2020

ACCOUNT NUMBER	DESCRIPTION	BUDGET	MONTH TO DATE	YEAR TO DATE	BALANCE	PERCENT
01.1.01100.000.000	Property Taxes	(\$19,887,824.00)	(\$586,313.45)	(\$10,223,675.43)	(\$9,664,148.57)	51.41%
01.1.01115.000.000	Carline Taxes	(\$25,000.00)	\$0.00	\$0.00	(\$25,000.00)	0.00%
01.1.01120.000.000	Public Power District Sales Ta	(\$450,000.00)	\$0.00	\$0.00	(\$450,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,025,000.00)	(\$144,990.37)	(\$1,388,507.65)	(\$636,492.35)	68.57%
01.1.01312.000.000	Tuition, Summer School	(\$3,000.00)	\$0.00	\$0.00	(\$3,000.00)	0.00%
01.1.01323.000.000	Tuition, SpEd School Age	(\$150,000.00)	(\$276,790.00)	(\$1,490,907.00)	\$1,340,907.00	993.94%
01.1.01422.000.000	Transportation, SpEd	\$0.00	\$0.00	(\$119,513.00)	\$119,513.00	#DIV/0!
01.1.01510.000.000	Interest	(\$105,000.00)	(\$5,456.17)	(\$66,312.55)	(\$38,687.45)	63.15%
01.1.01910.000.000	Rental Fees	(\$7,500.00)	\$0.00	(\$4,800.00)	(\$2,700.00)	64.00%
01.1.01911.000.000	Local License Fees	\$0.00	(\$3,790.00)	(\$8,620.00)	\$8,620.00	#DIV/0!
01.1.01921.000.000	Police Court Fines	(\$15,000.00)	\$0.00	\$0.00	(\$15,000.00)	0.00%
01.1.01925.000.000	Grants from Private Sources	(\$13,000.00)	\$0.00	\$0.00	(\$13,000.00)	0.00%
01.1.02110.000.000	County Fines&License Fees	(\$230,000.00)	(\$18,465.11)	(\$116,223.61)	(\$113,776.39)	50.53%
01.1.03110.000.000	State Aid	(\$16,269,523.00)	(\$1,626,952.00)	(\$13,015,616.00)	(\$3,253,907.00)	80.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$2,020,000.00)	\$0.00	(\$2,400.00)	(\$2,017,600.00)	0.12%
01.1.03125.000.000	SpEd Transportation Receipts f	(\$130,000.00)	\$0.00	\$0.00	(\$130,000.00)	0.00%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$127,449.66)	(\$254,899.32)	\$254,899.32	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	\$0.00	\$0.00	(\$19,356.72)	\$19,356.72	#DIV/0!
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$55,000.00)	\$0.00	(\$11,670.79)	(\$43,329.21)	21.22%
01.1.03300.000.000	In Lieu of Taxes	\$0.00	\$0.00	(\$14,799.04)	\$14,799.04	#DIV/0!
01.1.03400.000.000	State Apportionment	(\$600,000.00)	\$0.00	(\$669,688.67)	\$69,688.67	111.61%
01.1.03500.000.000	State Categorical Programs	(\$26,489.00)	\$0.00	\$0.00	(\$26,489.00)	0.00%
01.1.03535.000.000	High Ability Learner Allocatio	(\$23,264.00)	\$0.00	(\$22,957.00)	(\$307.00)	98.68%
01.1.03540.000.000	State Early Childhood Grant	(\$138,336.00)	\$0.00	(\$318,921.00)	\$180,585.00	230.54%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$160,000.00)	(\$64,244.00)	(\$64,244.00)	(\$95,756.00)	40.15%
01.1.03990.000.000	Other State Receipts	(\$11,150.00)	\$0.00	\$0.00	(\$11,150.00)	0.00%
01.1.04418.000.000	PEAK Receipts	(\$29,460.00)	\$0.00	\$0.00	(\$29,460.00)	0.00%
01.1.04505.000.000	ESSA Title I Receipts	(\$650,289.00)	\$0.00	(\$568,710.00)	(\$81,579.00)	87.45%
01.1.04506.000.000	ESSA Title I Accountability Re	\$0.00	\$0.00	(\$15,704.00)	\$15,704.00	#DIV/0!
01.1.04509.000.000	ESSA Title II Receipts	(\$112,146.00)	\$0.00	(\$34,314.00)	(\$77,832.00)	30.60%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$32,171.00)	\$0.00	(\$28,285.00)	(\$3,886.00)	87.92%
01.1.04512.000.000	IDEA Base Allocation	\$0.00	\$0.00	(\$292,811.00)	\$292,811.00	#DIV/0!
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$22,937.00)	\$0.00	(\$21,407.00)	(\$1,530.00)	93.33%
01.1.04519.000.000	IDEA Enrollment/Poverty Grant	(\$836,644.00)	\$0.00	(\$563,807.00)	(\$272,837.00)	67.39%
01.1.04521.000.000	IDEA Proportionate Share	(\$144,938.00)	\$0.00	(\$128,532.00)	(\$16,406.00)	88.68%
01.1.04525.000.000	Carl Perkins Grants	(\$47,305.00)	\$0.00	(\$61,168.00)	\$13,863.00	129.31%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$62,406.00)	(\$12,914.00)	(\$21,717.00)	(\$40,689.00)	34.80%
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$149,163.00)	\$0.00	(\$26,839.00)	(\$122,324.00)	17.99%
01.1.04708.000.000	Medicaid in Public Schools	(\$700.00)	\$0.00	(\$41,621.32)	\$40,921.32	5945.90%
01.1.04710.000.000	Other Federal Receipts	(\$20,567.00)	\$0.00	\$0.00	(\$20,567.00)	0.00%
01.1.05690.000.000	Other Non-Revenue Receipts (Rt	(\$740,000.00)	\$0.00	\$0.00	(\$740,000.00)	0.00%
		(\$45,193,812.00)	(\$2,867,364.76)	(\$29,618,027.10)	(\$15,575,784.90)	65.54%
	Transfers					
	Reimbursements/Refunds		(\$6,046.47)			
	Interest-other accounts		\$2,261.15			
	Total Revenue			\$2,871,150.08		

Check Number	Vendor	Amount
6378	SCHOOL DISTRICT #1-PAYROLL	\$3,127,562.83
6379	COLUMBUS AREA CHAMBER COMMERCE	\$260.00
6380	DUSTERS	\$17.98
6381	PINNACLE BANK OMAHA	\$165.00
6382	QUADIENT FINANCE USA, INC	\$1,000.00
6383	UPS STORE	\$41.16
6384	POSTMASTER	\$258.17
6385	FIRST NATIONAL BANK OMAHA	\$1,582.27
6386	FIRST NATIONAL BANK OMAHA	\$123.27
6387	AASPA	\$225.00
6388	ADVANCED CONSULTING ENGINEERING SERVICES	\$2,775.00
6389	CENTRAL NEBRASKA REHAB. SERV	\$16,539.11
6390	CPSI	\$7,604.00
6391	ESU #7 SPECIAL EDUCATION	\$10,577.27
6392	FATHER FLANAGAN'S BOYS' HOME	\$82,650.00
6393	GODFATHERS -COLUMBUS	\$12.75
6394	OLSON, MIKE	\$31.51
6395	PAYFLEX SYSTEMS USA, INC.	\$403.00
6396	ACE HARDWARE-COLUMBUS	\$77.89
6397	BOMGAARS	\$56.96
6398	BURNETT, ROBIN	\$10.06
6399	CAPITAL SANITARY SUPPLY	\$1,120.08
6400	CENTRAL INSULATION & ROOFING	\$2,385.00
6401	CENTRAL PARTS AND MACHINE	\$543.96
6402	CENTRAL VALLEY AG	\$252.40
6403	EAKES OFFICE SOLUTIONS	\$756.31
6404	ESU #7	\$5,024.45
6405	FASTENAL	\$18.02
6406	FIRST IMPRESSIONS	\$487.50
6407	GEHRING CONST. & READY MIX CO.	\$271.25
6408	HY-VEE FOOD STORES	\$18.31
6409	HYDE, MELISSA J., MT-BC	\$3,610.23
6410	KELLY SUPPLY CO.	\$29.28
6411	LIBERTY HARDWOODS, INC.	\$31.69
6412	LUNCHTIME SOLUTIONS, INC	\$325.00
6413	MATHESON TRI-GAS INC	\$32.58
6414	MEAD LUMBER COMPANY	\$258.52
6415	MENARDS-COL	\$148.39
6416	MID-AMERICAN RESEARCH CHEMICAL	\$3,703.90
6417	MIDWEST SERVICE & SALES CO.	\$153.80
6418	PACZOSA, TODD	\$65.56
6419	RETZLAFF, JESSICA	\$65.55
6420	SCHOOL HEALTH CORPORATION	\$93.65
6421	STAPLES	\$11.94
6422	THE HOME DEPOT PRO	\$886.82

Check Number	Vendor	Amount
6423	TIRE OUTLET INC	\$5.00
6424	VOSS LIGHTING	\$642.84
6425	COMMONWEALTH COMMUNICATIONS	\$1,305.98
6426	CONTROL MANAGEMENT INC. (CMI)	\$6,650.00
6427	GILMORE & BELL P.C.	\$2,000.00
6428	HIRERIGHT	\$62.80
6429	LOUP POWER DISTRICT	\$41,892.10
6430	NCSA	\$225.00
6431	ROMSHEK, AMY	\$23.85
6432	ROSNO, LINDSEY	\$529.84
6433	STEALTH BROADBAND	\$2,289.34
6434	U AND I SANITATION LLC	\$1,810.00
6443	CITY OF COLUMBUS WATER & SANITATION DEPA	\$3,198.01
	Total Fund Expenditures	<u><u>\$3,332,902.18</u></u>

Check Number	Vendor	Amount
6435	FIRST NATIONAL BANK OMAHA	\$74.99
6436	FIRST NATIONAL BANK OMAHA	\$370.29
6437	FIRST NATIONAL BANK OMAHA	\$519.15
6438	FIRST NATIONAL BANK OMAHA	\$157.00
6439	FIRST NATIONAL BANK OMAHA	\$83.61
6440	FIRST NATIONAL BANK OMAHA	\$9.99
6441	FIRST NATIONAL BANK OMAHA	\$13.47
6442	FIRST NATIONAL BANK OMAHA	\$52.55
6444	CENTRAL NE COMMUNITY SERVICES	\$32,907.14
6445	CITY OF COLUMBUS WATER & SANITATION DEPA	\$38.74
6446	CITY OF COLUMBUS-GARBAGE FEE	\$166.29
6447	COMMONWEALTH ELECTRIC COMPANY	\$1,960.25
6448	CULLIGAN	\$12.25
6449	GLOBAL TELETHERAPY	\$11,842.00
6450	HOMETOWN LEASING	\$6,878.00
6451	LINCOLN JOURNAL STAR	\$30.76
6452	LOUP POWER DISTRICT	\$188.10
6453	MIDWEST BUS PARTS INC	\$30.90
6454	NCECBVI	\$1,476.00
6455	NCSA	\$75.00
6456	OMAHA WORLD HERALD-CLASSIFIED	\$3,156.00
6457	ONE SOURCE	\$16.00
6458	PRESTO-X-COMPANY	\$15.51
6459	QUALITY SOUND & COMMUNICATIONS INC	\$16.17
6460	VERIZON WIRELESS	\$352.85
6461	VIVIAL	\$64.50
6462	AG SPRAY EQUIPMENT	\$4.83
6463	CENTRAL VALLEY AG	\$1,680.00
6464	COLUMBUS MUSIC	\$775.95
6465	COLUMBUS PUBLIC SCHOOLS ACTIVITY	\$27.65
6466	COMMONWEALTH ELECTRIC COMPANY	\$1,078.97
6467	CONTENTKEEPER TECHNOLOGIES, LLC	\$1,322.10
6468	EAKES OFFICE SOLUTIONS	\$26.34
6469	ESU #7	\$2.91
6470	LANGUAGE LINE SERVICES INC	\$350.61
6471	MAILFINANCE	\$1,683.36
6472	MATHESON TRI-GAS INC	\$21.90
6473	MENARDS-COL	\$147.93
6474	MID-AMERICAN RESEARCH CHEMICAL	\$15,899.40
6475	MIDWEST DOOR & HARDWARE	\$31.99
6476	NEBRASKA LINK	\$339.67
6477	PEARSON EDUCATION INC	\$9,532.40
6478	PERRY, GUTHERY, HAASE, & GESSFORD, P.C.	\$900.00
6479	PINNACLE BANK OMAHA	\$165.00
6480	QUILL CORPORATION	\$43.87

Check Number	Vendor	Amount
6481	SHERWIN-WILLIAMS	\$26.87
6482	STAPLES	\$342.21
6483	SUPER SAVER	\$41.88
6484	TIME MANAGEMENT SYSTEMS	\$17.46
	Total Fund Expenditures	<u>\$94,970.81</u>

Classified Personnel

May Hires

May Resignations

Johnston, Fred – North Park Custodian - Retiree

Manes, Bill – CMS Custodian - Retiree

Rinkol, Ray – CHS Custodian - Retiree

Wholf, Samantha – Lost Creek Preschool Para



**COLUMBUS
PUBLIC SCHOOLS
FOUNDATION**

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

May 4, 2020

Candy Becher
Board of Education
Columbus Public Schools

Dear President Becher 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

\$1,785.00- STS Scholarships	\$10.77 - Columbus After School Program
\$1,575.00 - Dual Credit Scholarships	\$4,158.61 - Music Equipment
\$495.97 - Stem on the Go	\$814.07 - Foundation Conference Travel
\$1,110.24 - District Outdoor Wifi	\$70,065.44 - Community & Family Partnership

Emerson PTO

\$930.00 - Teacher Appr Columbus Bucks

West Park PTO

\$37.50 - T-Shirts
\$460.00 - Teacher Appr Columbus Bucks
\$16.62 - Reading Incentive Supplies

CMS PAC

\$1,800.00 Scholarships

Vocal Music Boosters

\$500.00 - A Cappella Championship Refund

Sports Boosters

\$130.00 - State Swim Meal Support
\$500.00 - Volunteer Coach Stipend
\$110.50 - Spring Sports Program
\$2,016.00 - Winter Sport Support

The total contributions for the month of April was **\$86,518.47**
The total contributions for the FY 2019-2020 (Sept-Aug) total is **\$350,424.80**

Thank you for your consideration.
Sincerely,



Nicole Anderson
Director of Marketing & Foundation

2020-21 Classified Salary Schedule
 Personnel Items/Classified Salary Schedules/
Columbus Public Schools 209-21 Classified Salary Schedule Groups Only.xlsx

Step	ASP Support Staff	ASP Lead Staff	ASP Site Director	Food-service	Kitchen Manager	Regular / ELL Para	2nd Lang. Fluent Para	SpEd Para	High Needs SpEd Para	Guard	HS/MS Cust.
<i>increase</i>	<i>1.0350</i>										
1	\$9.90	\$11.25	\$12.16	\$12.10	\$13.66	\$12.16	\$12.76	\$12.47	\$13.24	\$12.72	\$12.97
2	\$10.15	\$11.50	\$12.41	\$12.35	\$14.00	\$12.41	\$13.01	\$12.72	\$13.49	\$12.97	\$13.22
3	\$10.40	\$11.75	\$12.66	\$12.59	\$14.35	\$12.66	\$13.26	\$12.97	\$13.74	\$13.22	\$13.46
4	\$10.65	\$12.00	\$12.91	\$12.84	\$14.71	\$12.90	\$13.51	\$13.22	\$13.99	\$13.46	\$13.71
5	\$10.90	\$12.24	\$13.15	\$13.09	\$15.08	\$13.15	\$13.76	\$13.46	\$14.24	\$13.71	\$13.96
6	\$11.15	\$12.49	\$13.40	\$13.34	\$15.46	\$13.40	\$14.01	\$13.71	\$14.49	\$13.96	\$14.21
7	\$11.40	\$12.74	\$13.65	\$13.59	\$15.84	\$13.65	\$14.26	\$13.96	\$14.73	\$14.21	\$14.46
8	\$11.64	\$12.99	\$13.90	\$13.84	\$16.24	\$13.90	\$14.50	\$14.21	\$14.98	\$14.46	\$14.71
9	\$11.89	\$13.24	\$14.15	\$14.09	\$16.64	\$14.15	\$14.75	\$14.46	\$15.23	\$14.71	\$14.96
10	\$12.14	\$13.49	\$14.40	\$14.33	\$17.06	\$14.40	\$15.00	\$14.71	\$15.48	\$14.96	\$15.20
11	\$12.39	\$13.73	\$14.65	\$14.58	\$17.49	\$14.65	\$15.25	\$14.96	\$15.73	\$15.20	\$15.45
12	\$12.64	\$13.98	\$14.89	\$14.83	\$17.92	\$14.89	\$15.50	\$15.20	\$15.98	\$15.45	\$15.70
13	\$12.89	\$14.23	\$15.14	\$15.08	\$18.37	\$15.14	\$15.75	\$15.45	\$16.23	\$15.70	\$15.95
14	\$13.13	\$14.48	\$15.39	\$15.33	\$18.83	\$15.39	\$16.00	\$15.70	\$16.47	\$15.95	\$16.20
15	\$13.38	\$14.73	\$15.64	\$15.58	\$19.30	\$15.64	\$16.24	\$15.95	\$16.72	\$16.20	\$16.45
16	\$13.63	\$14.98	\$15.89	\$15.83	\$19.78	\$15.89	\$16.49	\$16.20	\$16.97	\$16.45	\$16.70
17	\$13.88	\$15.22	\$16.14	\$16.07	\$20.28	\$16.14	\$16.74	\$16.45	\$17.22	\$16.69	\$16.94
18	\$14.13	\$15.47	\$16.38	\$16.32	\$20.79	\$16.38	\$16.99	\$16.69	\$17.47	\$16.94	\$17.19
Step	Elem. / Night Cust.	Night Cust. Supv.	Sec. 1	Sec. 2	Sec. 3	Maintenance	Translator	Supv. / Maint. Coord.	Bus Drivers	CNA	LPN
1	\$13.22	\$13.46	\$13.48	\$14.23	\$14.47	\$14.71	\$15.53	\$15.70	\$15.76	\$15.55	\$18.47
2	\$13.46	\$13.71	\$13.73	\$14.47	\$14.72	\$14.96	\$15.78	\$15.95	\$16.01	\$15.80	\$18.72
3	\$13.71	\$13.96	\$13.98	\$14.72	\$14.97	\$15.20	\$16.02	\$16.20	\$16.26	\$16.05	\$18.97
4	\$13.96	\$14.21	\$14.23	\$14.97	\$15.22	\$15.45	\$16.26	\$16.45	\$16.52	\$16.30	\$19.21
5	\$14.21	\$14.46	\$14.47	\$15.22	\$15.47	\$15.70	\$16.51	\$16.70	\$16.77	\$16.54	\$19.46
6	\$14.46	\$14.71	\$14.72	\$15.47	\$15.72	\$15.95	\$16.75	\$16.94	\$17.02	\$16.79	\$19.71
7	\$14.71	\$14.96	\$14.97	\$15.72	\$15.97	\$16.20	\$17.00	\$17.19	\$17.27	\$17.04	\$19.96
8	\$14.96	\$15.20	\$15.22	\$15.97	\$16.22	\$16.45	\$17.24	\$17.44	\$17.52	\$17.29	\$20.20
9	\$15.20	\$15.45	\$15.47	\$16.22	\$16.47	\$16.70	\$17.48	\$17.69	\$17.78	\$17.53	\$20.45
10	\$15.45	\$15.70	\$15.72	\$16.47	\$16.71	\$16.94	\$17.73	\$17.94	\$18.03	\$17.78	\$20.70
11	\$15.70	\$15.95	\$15.97	\$16.71	\$16.96	\$17.19	\$17.97	\$18.19	\$18.28	\$18.03	\$20.95
12	\$15.95	\$16.20	\$16.22	\$16.96	\$17.21	\$17.44	\$18.22	\$18.44	\$18.53	\$18.28	\$21.19
13	\$16.20	\$16.45	\$16.47	\$17.21	\$17.46	\$17.69	\$18.46	\$18.68	\$18.78	\$18.52	\$21.44
14	\$16.45	\$16.70	\$16.71	\$17.46	\$17.71	\$17.94	\$18.70	\$18.93	\$19.03	\$18.77	\$21.69
15	\$16.70	\$16.94	\$16.96	\$17.71	\$17.96	\$18.19	\$18.95	\$19.18	\$19.27	\$19.02	\$21.94
16	\$16.94	\$17.19	\$17.21	\$17.96	\$18.21	\$18.44	\$19.19	\$19.43	\$19.52	\$19.27	\$22.18
17	\$17.19	\$17.44	\$17.46	\$18.21	\$18.46	\$18.68	\$19.44	\$19.68	\$19.77	\$19.52	\$22.43
18	\$17.44	\$17.69	\$17.71	\$18.45	\$18.70	\$18.93	\$19.69	\$19.93	\$20.02	\$19.76	\$22.68
Note 1:	Secretary Classification: 1: Other Secretarial positions; 2: Elem. Secretary, CHS Principal's Secretary; 3: CMS Principal's Secretary										
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.										



Global Teletherapy Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of May 4, 2020 (the "Effective Date") by and between **Global Teletherapy LLC**, a Maryland limited liability company ("Global Teletherapy") and Columbus Public Schools, with its principal place of operation in Nebraska (together with its agents, employees, and affiliates, "Client"). Global Teletherapy and Client are referred to herein individually as a "Party" or collectively as the "Parties."

- 1. Services.** Global Teletherapy will staff school with speech therapists, who provide therapy services (the "Services") according to the schedule set forth in Exhibit A hereto; and under such conditions regarding the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B hereto.
- 2. Fees and Payment Terms.** In consideration for the Services to be provided, Client agrees to pay Global Teletherapy in accordance with the fee schedule set forth on Exhibit A, and all such fees generated from the Services performed by Global Teletherapy shall be considered earned as the work is performed.
- 3. Term and Termination.** This Agreement shall be in effect as of the effective date for services for the entire 2020-2021 school year unless previously terminated in accordance with the terms of this Section 3 (the "Initial Term"). Either Party may terminate the Agreement for any reason upon ninety (90) days prior written notice to the other party, so long as at least 90 days of Services have occurred upon the delivery date of such notification, and, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice. Upon the expiration or termination of this Agreement for any reason, all amounts owed to Global Teletherapy under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 3, Sections 5 and Sections 6 through 20 will survive any expiration or termination of this Agreement. Following the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis unless either party gives written notice of its intention not to renew 90 days before expiration of the then-current term.
- 4. THIRD PARTY INFORMATION; HIPAA COMPLIANCE.** Client understands that it may receive confidential and proprietary information relating to Global Teletherapy's business. Client agrees that the Global Teletherapy's proprietary information is confidential and is the sole, exclusive and extremely valuable property of Global Teletherapy. For the purposes of this Agreement, "Confidential Information" means all information disclosed by Global Therapy to



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

5. RIGHTS TO DELIVERABLES; OWNERSHIP.

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

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



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

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

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

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

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

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

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



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

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

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



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

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

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

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

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

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

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

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

Remainder of page left intentionally blank.



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

GLOBAL TELETHERAPY, LLC

By: _____  5/4/20

Its: _____ CEO

Columbus Public Schools

By:

Its:



Exhibit A: Services, Schedule, Fees and Support

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

Per Diem Services to be provided by Global Teletherapy Speech Therapists for 52 hours per week for \$3,224 per week. The Speech Therapists will provide all Speech Therapy Related services to schools in Nebraska as directed by Columbus Public Schools and will be compensated regardless of caseload or absences. Working time will include direct therapy, evaluations, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

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



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

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



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

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

Exhibit B: Environment, Equipment, and Supervision

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

1. Computer Set-Up

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

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



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

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

2. Environment

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

3. Supervision

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