

Regular Meeting

Mission: "Engaging All Learners to Achieve Success"

The Regular Meeting started at 5:30 P Mon Monday, November 18, 2019. The meeting was held at Administration Building
2508 27th Street
Columbus, NE 68601

Candace Becher: Present

Mike Goos: 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
Candy Becher read the mission statement.
- F. Opportunity for Public to be Heard
- G. Presentations/Recognitions
- 1. ICF-Insulated Concrete Forms-Jeff Mulder

Jeff Mulder presented on Insulated Concrete Forms. CPS is looking for a cost-effective product for the Kramer Education Center. This product has been around for 40-50 years. It is important to build for energy efficiency and building codes are changing. Homes being built now are barely legal with the codes that go into effect July 1, 2020. This product exceeds those building codes by 15%. Mr. Mulder says he feels strongly about the use of this system for buildings and homes now and far into the future. This product is much quicker to use, a similar space was built recently, 7 weeks and all walls were up. Chris Dagosta with the Ready Mix Concrete Association shared his experiences with ICF. Mr. Dagosta spoke about the benefits with this product, it builds with strength and it is extremely energy efficient. Foam outside panels with a rebar cradle fastening point, inside is filled with concrete. Ideal for low to mid rise buildings, competitive cost, energy efficient, sound resistant, fire resistant, easy to use, it is well established. There have been 1000's of case studies performed on this product.

The Insulated Concrete Forms utilizes a smaller crew on site, 8-10 guys. It used a Lego system, after a certain height there is a bracing system put in place. Electrical wiring is cut out in the foam. Fire ratings show this product has a very high rating of fire resistance. Net

Zero Schools with concrete and ICF's have great success with energy savings. Many fire stations are built with ICF.

Labor force is brought in, installation training courses are opening all over the U.S. One of Columbus' local companies will be invited to training. Local association is here to oversee project. Advantage is the spending stays in the community.

Jeff Mulder believes strongly in this product especially for safety. ICF is so much faster to install, there is one project that was started in July, the tenants have already moved in. Questions regarding how to build on to a concrete wall? With the districts growing population, it is important to know there would be an option. One remark was made regarding removal of a wall would be difficult. Another positive aspect with this product is because of the foam, you can use it any time of year.

- 2. 2018-2019 Audit Report

Adam Elm was at the meeting sharing the 2018-2019 CPS Audit Report. He stated the high points that the audit was very clean, it was considered at the highest level. No

material mistakes. The report had been mailed to the BOE members for review prior to the meeting.

There have been some major changes in accounting policies. The accounting software allows to segregate jobs favorably.

CPS Financial outlook is good. There are three months of cash in reserves. New this year is that the state requires the district to upload the report, which is a change from the past. Dave Melick, Executive Director of Business Operations and Human Resources, will work through any issues the state may have. It is good to have the board involved.

3. North Park Elementary Presentation

Mr. Robert Hausmann, principal presented on students, testing and new incentives at North Park Elementary. Mr. Hausmann showed some staff statistics on "Then/Now". North Park's staff has increased since 2004.

Enrollment has drastically increased, one less grade and still more students. EL and poverty percentages are also much higher. Mr. Hausmann also shared a radar chart with testing percentages. Assessments are being tracked at each grade level. School improvement planning is based on lowest areas, find out why and dig deeper. School improvement goals for this year; reading and math-100% of students will be at the 61st percentile. Goals are set for every grade level in reading and math. A plan was created that dealt with the EL population. Growth over time, the 3-year span did not show improvement. Disheartening because NP had more students test out of EL this year. Math Talk, managing response rates, helps students with sentence starters, help start a thought. They are using Partner Talk and Sentence Starters the allows more students learning at a time. Often EL students don't raise their hand because they aren't sure of all the words. Partner Talk works because everyone gets to talk to just one person, this is being used in many subjects. It helps to keep the conversation going. Teacher/Staff offer a sentence starter to develop language and a deeper understanding. Positive behavior theme created by building staff. Taco tickets, students receive the tickets from the taco truck in the office. Para worked on the taco truck, she went above and beyond, it has had a very positive response.

School Spirit Fridays, after pledge, they sing the fight song. Gave everyone words and music, now 5 or 6 students are brought in to sing with Mr. Hausmann. Music teacher helped with this project.

H. Board Special Functions

1. Grant Writer Retainer

The United Way, Chamber and CPS have had a partnership the with grant writer, Lori Aschoff. The United Way and the Chamber do not feel they are getting the response they expected. Dr. Loeffelholz is recommending to dissolve the partnership and to retain Ms. Aschoff as a grant writer for CPS only. Her response time has been longer recently, her mother has been ill. She has helped us secure \$1,468,981.00 in grants for STEM, Pre-school and End of Year Grant money. Writing grants is an art. Dr. Loeffelholz will talk with her and see if she will still contract with CPS. He will also speak to her regarding

response time and finishing projects. Ms. Aschoff did miss a deadline because of a time zone situation.

2. Construction Memorandum of Understanding Between CPS and Shelby Lumber Company, Inc.

Dave Hiebner, CHS Principal explained the Memorandum of Understanding for the CHS Construction Class. Construction of a home would take a full year. The plan has always been to move to larger scale projects. Shelby Lumber has worked with Schuyler Community Schools and the program has been successful. Mr. Hiebner sat down with Shelby Lumber Company, Inc. to work out details for the MOU and what the program looks like to help them to build a house from beginning to end. These students would work next to individuals that do this work professionally. This would give our students a great opportunity to gain academy status for juniors and seniors and see the process from beginning to end. They are looking at a 1400 square foot housing project. Shelby Lumber approached CPS originally some years ago. In reality they do not make much money on this project, the objective is to help train students. It positively helps our students move into the trades and learn a skill. It puts very little liability on CPS. Is there an increase in our insurance for this type of plan? Students are covered for any educational program. This would include 16 to 20 students, we have quite a few kids out in the workforce. The time spent during the school day would be 2 to 3 periods long. Driving to the site is covered by student's insurance first and then CPS insurance. The location would be specifically in the Columbus area. Concerns for safety for our kids being on a job site with an offender is of concern. Who would verify criminal records? Do we assume any liability if one of our students is assaulted? Instructor is always there with students. We will ask those questions. Our attorneys have made this relevant to CPS students. Board requesting answers to questions. Table the motion on this MOU. Email Dr. Loeffelholz questions.

- I. Items to be removed from the Consent Agenda
- J. Consent Agenda
 - 1. Approval of Minutes
 - 2. Financial Reports M2, M3, M4a

Mr. Melick, Executive Director of Operations and Human Resources talked about the highlights in each report. Property taxes, final payment on gym cameras. Reimbursements were approved and received. Payments for Dell computers-cluster server, NCSA state and national dues, time management systems-all new time clocks, with a service fee, GNSA fees.

Boys Town, Father Flanagans bill 55,000, CPS has 26 students attending. We are sending high needs students, these students could not function in a typical school setting. Many with mental health diagnosis. CPS has 2 elementary, 14 middle school, 10 high school students. Many struggle to make it thru the program and are unable to return. Behaviors are the typical issues with these students. To get into Boys Town Campus in Omaha,

there is a lengthy application process. If we recommend the transfer to Omaha campus, we would be responsible for payment. Alternative to Boys Town? Jason has talked with Susan Uhl regarding the timing of communications regarding our students as that has been a bit trying. SPED students need a more specific education plan.

Other payments that were mentioned. Central NE, Tyler technologies, data technical support and service. Madden Therapy, and a long term sub.

3.

4. Financial Report M4b

Invoice inspections on vehicles, tire rotation.

5. Financial Report M5

This statement shows payments for State Conference fees, Gene Steffy Auto group, Dell Computers. Prime Communications-wireless service, Sealco, repairs to the roof at the warehouse. Fireguard, fire alarm replacement at Centennial--lightning strike.

6. Certified Personnel

Dr. Loeffelholz noted Mr. Melick's resignation letter-39 years in education.

7. Classified Personnel

8. Professional Travel

K. Acceptance of Gifts/Donations

Contributions for October were \$56,016.30. Community and Family Partnership will continue for another 6 months.

L. Business Operations and Human Relations

1. Policies

1. First Reading of the Temporary Early Retirement Incentive Program Policy

Mr. Melick brought to attention that there was an Early Retirement Incentive Program policy that we are no longer using. He is working on a new policy which is what we have used for the last 3 years. Premium increases, less than \$30,000. It is very user friendly, and the same as the last 2 years except the calculation.

By enacting this policy the old policy becomes void.

2. Administrative Functions

1. 2018-2019 Audit Report

Mr. Melick spoke on the report that the Auditor, Adam Elm presented earlier. The report indicates the Lunch Fund being overspent \$175,000.00, however the wrong figures were reported in the budget, this error has been rectified on the state report.

2. Surplus

3. Updates

M. Buildings & Sites/Technology

1. Administrative Functions

2. Updates

Leonard Kwapnioski, Executive Director of Building & Sites/Technology updated on the receipts from the sale of the suburbans for \$18,000.00, CPS paid \$4,900.00 for the new mini van. All money came in cash from the sale, and then a check was written to reconcile cash sale and payment to Gene Steffy. Mr. Kwapnioski has scheduled an appointment to get the windshield replaced after an incident with a construction truck, the construction company is paying for the repair. The new van is a staff only vehicle, it will be housed at the Transportation Building.

N. Curriculum and Instruction

1. Policies

2. Administrative Functions

1. Curriculum Approval/Personal Finance

Dr. Amy Romshek, Executive Director of Curriculum and Instruction introduced the new course Personal Finance. This course has 8 units of study and will help students become more financially responsible, conscientious members of society. Units of study include financial planning, budgeting, saving and investing, managing credit and debt, using financial services, evaluating insurance, and identifying theft.

Students take accounting as a sophomore, this is needed information for our students. Dr. Romshek said this is a good move by the Business Department. They have requested updated texts--120 text for \$10, 454.20. There is no textbook for the course at this time, having a text will give more consistency to this course. EL is included. There is a certification once they have taken this course. Brady VanCura spoke about the new Business course clusters and the curriculum. Now they are giving assignments in google form, it is difficult to manage assignments with textbooks by keeping them in classrooms.

3. Updates

O. Student Services

1. Administrative Functions

2. Updates

Jason Harris, Executive Director of Student Services reported on Title 1, IDA approval, final financials and AFR questions. Mr. Harris also brought attention ways to sell CPS and increase traffic at job fair booths, possibly giveaways of swag, etc. Nicole Anderson, Executive Director of Marketing and CPS Foundation is collaborating with Mr. Harris to come up with some new ideas.

P. Superintendent's Report

Dr. Loeffelholz shared some thoughts on CPS recent events: Musical was very impressive, they do a great job. Lighting of the Anchor, lights attached with magnets. Girls and Boys Basketball beginning, lots of activities. Meet the Teach is a new production that will be out on our web site and social media to highlight our teachers. A sample video with Sandi Seckel was shown to the Board. He also reminded the Board plans for state convention in Omaha including dinner on Wednesday night. Dr. Loeffelholz spoke about the Kramer Education Center timeline--next phase will be the building design and what that looks like. RFP's will be sent out to RGD, RVW, Canon Moss, and DLR. He is thinking CPS may be our own construction manager. RFP process to review. His recommendation is to get everything going, break ground, about a 12 month project, Fall of 2021.

Q. Board Sharing

Theresa-Musical, Kramer, harvest going well, no accidents. Mike J. Mock Trial at courthouse, Doug M.-Band concert was awesome, loved the Musical. CMS Honor Band was well attended, well run. Trunk or Treat was a success, Sandi Seckel's Educator's Rising Group won. Doug W. talked about his hunting trip, he had buns and braunswager for several days and loved it, he attended an ESU poverty presentation, very in interesting. This is an In service called Bridges out of Poverty. Mike Goos said it was a great meeting tonight. He spoke about the difficulty in verifying students in regards to Boys Town from his past experience. Mr. Goos is very excited to hear about early childhood. Candy said the Musical wonderful. She said the slide that Mr. Hausmann showed regarding poverty should be an eye opener, it says something about our community.

II. Executive Session

III. Adjourn

Adjourned at 8:38pm.

President

Secretary

We Dream...
We Learn...
We Discover!



NORTH

PARK

600

500



North Park Elementary

2019-20

Board Meeting Nov. 18, 2019

North Park Elementary Presentation

- 1. Demographic view**
- 2. Radar Chart**
- 3. SIP Goals (Reading/ Math)**
- 4. Instructional Focus Strategy**
- 5. Positive Behavior Theme**
- 6. School Spirit Friday**

Demographic View (STAFF) “Then/Now”

	Staff Years of Experience			Total Staff
	<u>0-5</u>	<u>6-10</u>	<u>11+</u>	
2004	19%	28%	53%	38
2019	42%	16%	42%	48

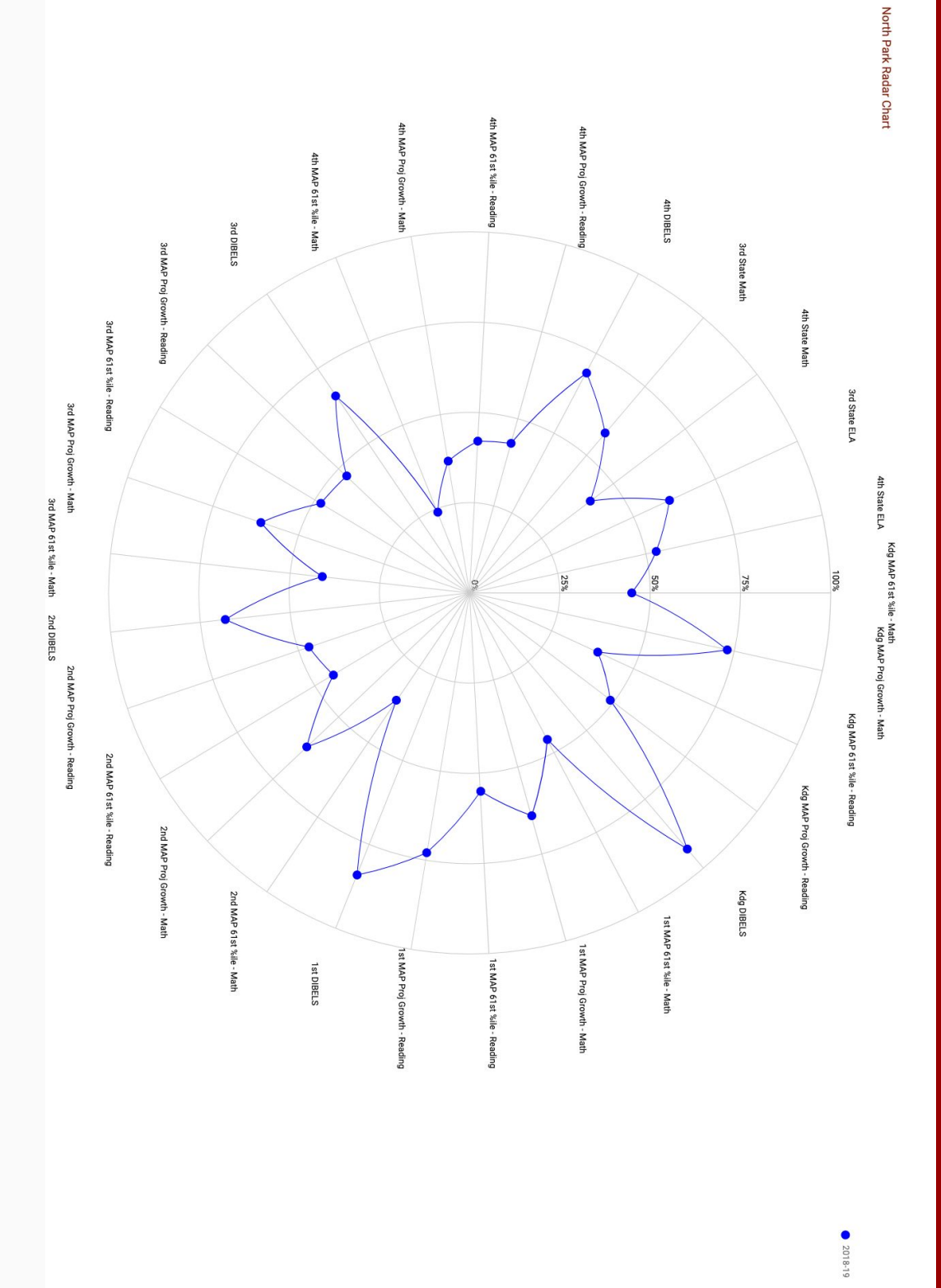
Demographic View (STUDENTS) “THEN/ NOW”

Student Enrollment

	Total Enrollment	ESL	Poverty
2004	307 (Grades K-5)	36%	41%
2019	321 (Grades K-4)	61%	69%

North Park Elementary Radar Chart

Data Points	2018-19
Kdg MAP 61st %ile - Math	45%
Kdg MAP Proj Growth - Math	73%
Kdg MAP 61st %ile - Reading	39%
Kdg MAP Proj Growth - Reading	49%
Kdg DIBELS	93%
1st MAP 61st %ile - Math	46%
1st MAP Proj Growth - Math	64%
1st MAP 61st %ile - Reading	55%
1st MAP Proj Growth - Reading	73%
1st DIBELS	84%
2nd MAP 61st %ile - Math	36%
2nd MAP Proj Growth - Math	62%
2nd MAP 61st %ile - Reading	44%
2nd MAP Proj Growth - Reading	47%
2nd DIBELS	68%
3rd MAP 61st %ile - Math	41%
3rd MAP Proj Growth - Math	61%
3rd MAP 61st %ile - Reading	48%
3rd MAP Proj Growth - Reading	47%
3rd DIBELS	66%
4th MAP 61st %ile - Math	24%
4th MAP Proj Growth - Math	37%
4th MAP 61st %ile - Reading	42%
4th MAP Proj Growth - Reading	43%
4th DIBELS	69%
3rd State Math	58%
4th State Math	42%
3rd State ELA	61%
4th State ELA	53%



North Park School Improvement Goals

Math and Reading

2019-20

Reading- 100% of students will be at the 61st%tile in Reading MAP **Math- 100% of students will be at the 61st%tile in Math MAP**

What Hypotheses will we test to try meet our goals in Kindergarten?

Kindergarten

Reading Hypothesis

K-If we use effective scaffolding of information within lessons and differentiate instruction by walking to writing, then students will be proficient (level 3) in writing, which will lead to students being at the writing portion of the Spring Reading MAP test.

Math Hypothesis

K-If we focus on specific numeric relationship skills (write, identify and order numbers 1-20 and match quantities to numbers 1-20) outside of math class (ie: WIN time once per week), then students will be proficient (level 3) in this troublesome skill, which will lead to our students being at the 61% on the Math portion of the Spring Math MAP test.

What Hypotheses will we test to try meet our goals in 1st Grade?

1st Grade

Reading Hypothesis

1-If we dedicate more instruction and practice (slides, flashcards, small group, etc...) in HFV, by giving students more repetitions with common words they will encounter in their reading, then students will increase their overall fluency and comprehension of what they read.

Math Hypothesis

1-If we incorporate more instruction and practice with shape recognition, then students will be more proficient in a skill that will increase their overall Math MAP scores.

What Hypotheses will we test to try meet our goals in 2nd Grade?

2nd Grade

Reading Hypothesis

2-If we dedicate ourselves to providing additional time for focused Time in Text (increase of at least 6 min per day with an adult) while also focusing more on HFW recognition (daily with below students and weekly with above), the students will increase their oral reading fluency which will positively affect their DIBELS and MAP reading scores.

Math Hypothesis

2-If we commit to utilizing the MAP Learning Continuum, to guide us in the specific skills our students are showing deficits in, and we specifically teach these skills in small groups based on common deficiencies, then our students overall Math MAP scores will increase.

What Hypotheses will we test to try meet our goals in 3rd Grade?

3rd Grade

Reading Hypothesis

3-If we explicitly teach analysis of text (inference, theme, summarizing, cause and effect) during WIN time, then students will improve on literary analysis of text which will improve their scores on the MAP reading test.

Math Hypothesis

3-If we supplement Math Expressions curriculum by adding daily Math fact practice (using IXL, flashcards, etc...) and assess this with a monthly 100 fact multiplication assessment to track their progress in fact fluency, then this should improve our students' math fact fluency, which will increase students' overall Math proficiency.

What Hypotheses will we test to try meet our goals in 4th Grade?

4th Grade

Reading Hypothesis

4-If we use the L to J method to give students practice on meanings of roots and affixes with words with roots and affixes, then their overall MAP vocabulary scores will increase, which will increase their overall MAP reading scores.

Math Hypothesis

4-If we explicitly teach strategies to solve Algebra word problems using the CUBES method, and use the L to J model to create Algebra problems (using TESTWIZ) to give students extra practice solving Algebra problems, then students will become proficient in solving Algebra problems which will increase their overall Math MAP scores.

Instructional Strategy to Focus on in 2019-20

Our goal is to incorporate “Partner Talk” in all subject areas.

We will provide and teach students to use sentence starters to help the first partner to communicate their thought, and to help the second partner give a thoughtful response.

Partner Talk with Sentence Starters

Positive Behavior Theme

2019-20

“Taco-bout Good Behavior”



School Spirit Fridays

North Park students do the Pledge of Allegiance and then sing the Columbus Fight Song every Friday morning to show our school spirit!

**MEMORANDUM OF UNDERSTANDING
2020-2021**

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2019, between Columbus Public Schools, a Nebraska political subdivision (hereinafter "School"), and Shelby Lumber Company, Inc., a Nebraska corporation (hereinafter "Contractor").

PURPOSE

1. The School is a Nebraska public school district offering, as a part of its educational curriculum for its high school students, a building trades class providing students with instruction on the techniques and skills involved in the development of real estate and the construction of buildings.
2. The Contractor is in the business of developing and constructing residential housing.
3. The parties hereto both have an interest in the creation of housing within the City of Columbus.
4. The parties desire to sign the MOU for the educational experience of School students through the development and sale of a single-family housing unit according to the terms of this MOU.

For reasons set forth above, the parties agree as follows:

**SECTION ONE
SCOPE AND DESCRIPTION**

The parties hereby agree to this MOU for the construction and sale of a single-family detached unit. The property lot that the home will be constructed on is legally described as: **Lot _____**, _____, Platte County, Nebraska, hereinafter referred to as the "property". The street address for this property is: _____, Columbus, Nebraska. The property is and shall be owned by Contractor.

**SECTION TWO
PURPOSE OF VENTURE**

The MOU is being agreed upon to build a detached single-family housing unit in the City of Columbus. It is expressly agreed that the construction of this home will be started in 2020 for the 2020-2021 school year. The house will be constructed and sold by Shelby Lumber Company, Inc. to a prospective homebuyer of the sole choosing of Contractor.

Contractor has the ability to work with the construction class of the School to keep the class students up to date on current building materials and methods and if the instructor of said class would agree to do so, Contractor will perform additional seminars or trainings with the students at the parties mutual arrangements.

Home to be built would be general ranch style homes with the minimum of 1400 square foot first floor requirements as designated by covenants of the subdivision.

SECTION THREE CONDUCT OF THE MEMORANDUM OF UNDERSTANDING

The School agrees to be a Subcontractor for the construction of the housing unit with Contractor being the General Contractor. The School's Building Construction Class under the direction of [REDACTED] ("Instructor") will construct that portion of the house pursuant to this MOU as Subcontractor. Under the direction of Contractor as General Contractor, there will be additional components of the construction that will need to be performed by additional licensed subcontractors. The School will work with Contractor to propose additional subcontractors, but Contractor will have the sole decision to contract and hire the subcontractors. All construction materials, subcontractor costs and holding costs will be paid by Contractor. See Attachment #1 for duties of Subcontractor, Columbus Public Schools. The School shall have no duty or obligation to purchase any materials for the housing project. Further, both parties agree to sign the subcontractor agreement with Contractor and abide by any additional requirements identified in the contract pursuant to Attachment #2, subcontractor contract.

Contractor shall be empowered to mortgage or otherwise grant a lien in any of the real estate titled in its name as long as the loan proceeds are utilized to pay construction bills related to the operation of constructing housing units in Columbus.

Contractor will coordinate with the subcontractor on selection of the house plans and details of the construction. This would include the Building Specifications as well. Both parties will decide jointly on the appropriate house plan that will best suit the lot and neighborhood, and the abilities of the School.

It is understood that each of the parties of this MOU will be kept informed as to the progress of the work accomplishments.

During the construction period, the School, through its Instructor in conjunction and consultation with Contractor, shall provide work-study instruction and hands-on experience to students of the School with respect to all aspects of site development and building construction, including without limitation: building permits, life safety codes, surveying, excavation and grading of the building site; concrete work; framing of the house, installation of plumbing, electrical and mechanical systems; dry-walling; flooring; finishing and furnishing of the house; and landscaping of the building site (weather

permitting). The School shall at all times supervise the students involved in the construction of the house.

Throughout the construction period, Contractor shall meet with the Instructor each week to plan out activities, learning experiences, demonstrations and the performance of work by and for the benefit of students. Such planning shall provide for the orderly, progressive and sequenced instruction of students over the course of the construction period. The Instructor shall be responsible for all (1) supervision of students, and (2) academic matters, including attendance, testing, grading, and off-site instruction and safety practices and procedures.

Contractor shall be on site at all times that School students are on site, unless excused in advance by the Instructor. The students participating in the School program shall be selected by the School. The School shall provide students with personal tools, including appropriate safety equipment, and transportation to and from the job site.

Contractor shall be the general contractor in the development of the building site and construction of the house and shall control all activities connected therewith. Contractor shall specifically be responsible for the following:

(i) Contractor shall be solely responsible for preparation of all plans and designs, ordering and purchasing of all building materials, securing all necessary permits, performance of all work (directly and/or through subcontractors), provision of all equipment and tools, and securing all necessary and appropriate insurance coverages.

(ii) Contractor shall inspect all work performed by students and shall make all corrections and repairs necessary to ensure that the development of the building site and the construction of the house are completed in a sound and proper manner. The School shall have no responsibility for performance of any punch-list or warranty work.

(iii) Contractor shall comply with all applicable OSHA workplace standards, and ensure that the premises is at all times in a safe condition and that students are properly supervised in all construction activities.

(iv) Contractor shall develop the building site and complete the construction of the house within the construction period in conformity with all approved plans and specifications, the requirements of applicable law and the provisions of this MOU and the separate subcontractor agreement.

(v) The performance of the obligations of Contractor under this MOU and the separate subcontractor agreement shall be in compliance with all laws, including (but not limited to) all prevailing wage laws. Contractor shall pay all claims for labor

performed and materials furnished, used or consumed in performing the work of the contract.

**SECTION FOUR
NET PROFIT/SALE PRICE**

The net profits received from the sale of the housing unit shall be at the sole discretion and determination of Contractor, including whether or not Contractor retains a realtor with commission for assistance. Contractor does agree to pay the School a stipend of \$2000.00 paid by check or other good and sufficient funds, which payment will be made upon completion of construction and receipt of a certificate of occupancy. The purpose of the stipend is to update tools and equipment for the School.

**SECTION FIVE
LIABILITY**

Contractor will carry the costs of construction of developing the housing unit through the construction phase, which will include carrying a Builders Risk Insurance Plan. After the certificate of occupancy is obtained by Contractor from the proper issuing entity, the home will be eligible to be transferred to the interested homebuyer.

Contractor shall purchase and maintain all insurance coverages set forth below and protect the School from claims which may arise out of or result from Contractor's operations under this MOU or the separate subcontractor agreement for which Contractor may be legally liable, whether such operations be by Contractor or by another subcontractor or by anyone directly or indirectly employed by any of them or by anyone whose acts any of them may be liable:

- (i) Workers compensation and employer's liability insurance meeting statutory limits.
- (ii) Commercial general liability insurance including coverage for premises-operations, products-completed operations, contractual liability, personal injury and broad form property damage in an amount of not less than \$1,000,000 aggregate.
- (iii) Automobile liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage in the amount of not less than \$1,000,000.
- (iv) Umbrella liability insurance in an amount of not less than \$1,000,000.

**SECTION SIX
MARKETING SUPPORT**

Marketing efforts and promotion of this housing initiative will be encouraged by the School and Contractor Advertising efforts for selling of listing the property for sale prior to the Certificate of Occupancy will be arranged by Contractor. If a contract to sell

the home is obtained the sale would be contingent upon a Certificate of Occupancy. This would include, but not be limited to the following:

- Help secure Subcontractors,
- Promote the housing development,
- Assist in marketing the home to interested homebuyers

**SECTION SEVEN
RECORDS**

Contractor shall maintain a complete set of records, statements and accounts concerning the construction of new houses in Columbus.

**SECTION EIGHT
RELATIONSHIP**

This, Memorandum of Understanding is not to be construed to create a business entity or relationship separate from the School or Contractor, such as a partnership, limited liability company or corporation. This MOU is intended to memorialize all agreements between Columbus Public Schools and Contractor related to the construction of housing in Columbus where students of the School will obtain valuable educational experience. The School, by entering into this MOU and the separate subcontractor agreement, does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

Columbus Public Schools

Shelby Lumber Company, Inc.

School Board President

President

ATTACHMENT #1

Duties of **Subcontractor, Columbus Public Schools** shall consist of, but not be limited to:

- Recommend to Shelby Lumber Company, Inc. contracts with the various subcontractors;
- Shall provide estimates of the construction process committed by Columbus Public Schools as their designated subcontracted amount for approval, prior to the start of construction;
- Shall assist Shelby Lumber Company, Inc. in establishing construction schedule for subcontractors and assist in scheduling the delivery of materials to the building site;
- Shall observe the work during construction;
- Report to Shelby Lumber Company, Inc. of progress made by Columbus Public Schools;
- Verify that work is complete in an acceptable manner regarding Columbus Public Schools subcontracted responsibilities;
-

Duties of **Contractor, Shelby Lumber Company, Inc.** shall consist of, but not be limited to:

- Shall negotiate for construction of the house with all subcontractors and material supplies;
- Shall provide a complete listing of all subcontractors to Columbus Public Schools prior to the start of construction and estimate time periods in which said subcontractors will be working on the home;
- Shall establish construction schedules for all subcontractors and schedule the delivery of materials to the building site and work with Columbus Public Schools on said schedule and communicate same;
- Shall inspect properties during constructions;
- Shall secure building permits;
- Shall oversee the day-to-day construction progress;
- Shall review payment requests, verify that work is complete in an acceptable manner to warrant payment and make all necessary payments;
- Secure property at the end of the working day;
- Shall arrange for inspections.
- Shall secure all necessary builders risk, worker compensation and general liability insurance required.
- Shall be financially responsible for the entire project as contemplated by this Memorandum of Understanding.

ATTACHMENT #2

HOME CONSTRUCTION AGREEMENT

AGREEMENT made on this ____ day of _____, 2020, between Columbus Public Schools, ("**Subcontractor**") and Shelby Lumber Company, Inc. ("**Contractor**") regarding the project for home construction to be completed by Contractor with the assistance pursuant to this agreement of Subcontractor at the following address and legal description ("Property"): _____ Street, Lot _____, _____ to the City of Columbus, Platte County, Nebraska.

1. REPRESENTATIONS

- A. Contractor represents that Contractor is the owner of and has the written authority to enter into this agreement for construction and completion of a house to be made by Contractor with the assistance of Subcontractor pursuant to this agreement on the site of the Property.
- B. Contractor represents that it is adequately insured for injury to its employees, agents, and others incurring loss or injury as a result of the acts or of the failure to act of Contractor or its employees.
The contractor is insured by: _____
Policy No. _____
- C. Subcontractor represents that it is adequately insured for injury to its employees, agents, students and others incurring loss or injury as a result of the acts or of the failure to act of Subcontractor or its employees or students.
The Subcontractor is insured by: _____
Policy No. _____

2. SCOPE OF WORK

The Contractor shall select and obtain all of the materials and perform all of the work to substantial completion as shown on the Drawings and/or described in the Specifications entitle Schedule A, annexed hereto and make part of this Agreement as it pertains to work to be performed on the Property. Contractor and Subcontractor shall work together in this regard to ascertain that it is a home capable of construction by Subcontractor, Columbus Public Schools.

Contractor will organize, arrange and supervise this Subcontractor and all other Subcontractors and Contractor will be personally responsible for all material costs and Subcontractor payments.

Contractor shall be responsible for all final grading, sod installation and/or lawn seeding.

3. TIME OF COMPLETION

It is understood and agreed by Contractor and Subcontractor that time is of the essence.

- A. The work to be performed under this Contract shall be commenced on or before the 2020-2021 school year and shall be substantially completed on or before April 30, 2021.
- B. Subcontractor shall work with Contractor to provide costs of construction to Contractor by November 15, 2020, so that Contractor can establish a sales price.
- C. Contractor shall have all responsibility for completion of the house. Subcontractor shall notify Contractor of Subcontractor's substantial completion of their portion of the project. Contractor shall have ten (10) days to submit to Subcontractor a punch list of items to be completed to achieve substantial completion of the project under the responsibility of Subcontractor. Subcontractor shall thereafter have ten (10) days to complete the Contractor's punch list unless otherwise agreed upon by the parties.

4. CONTRACT PRICE/PAYMENTS

- A. Contractor shall procure all materials used by Subcontractor and any labor not provided by Subcontractor.
- B. Contractor shall pay for all materials ordered by Subcontractor, Columbus Public Schools, with Contractor's pre-approval, as said materials are acquired for the project and become due for payment.
- C. Progress Payments will be made to Subcontractors by Contractor based on the following progress:
 - I. Approval between contractor and Columbus Public Schools for house floor plan by April 1st.
 - II. Completion of excavation and footings by July 15th.
 - III. Foundation wall and garage poured by August 1st.
 - IV. Completion of basement excavation and footing poured.
 - V. Foundation walls poured and basement and garage floor poured.
 - VI. Rough framing of walls and roof, including sheathing installed.
 - VII. Installation of windows & exterior doors.
 - VIII. Plumbing rough-in.
 - IX. Electrical rough-in.
 - X. HVAC rough-in.
 - XI. Installation of siding.
 - XII. Insulation, sheetrock hung.
 - XIII. Interior painted, trim work installed, and cabinets hung.
 - XIV. Completion of electrical.

- XV. Completion of plumbing.
- XVI. Completion of HVAC
- XVII. Driveway, steps/stoop and sidewalks poured.
- XVIII. Flooring installed.
- XIX. Final grading completed and sod installed or lawn seeded.
- XX. Certificate of Occupancy and clean-up completed.

D. Contractor shall provide full payment to all Subcontractors upon satisfactory completion and acceptance of the work by Contractor and shall hold harmless Subcontractor, Columbus Public Schools, for said obligations.

5. SUBCONTRACTOR'S WARRANTY

Subcontractor, Columbus Public Schools, provides no warranty for materials or workmanship for any scope of work performed by students of Subcontractor. Subcontractor expressly disclaims all warranties, express or implied or created by statute or law, including but not limited to the warranty of merchantability and the warranty of habitability.

6. SUBCONTRACTORS (OTHER THAN COLUMBUS PUBIC SCHOOLS)

- A. Contractor may engage subcontractor(s) to perform work or provide materials not otherwise contracted by Columbus Public Schools and Contractor shall fully pay said subcontractor(s) and in all instances contractor remain fully responsible for the work performed by any subcontractor(s) engaged by Shelby Lumber Company, Inc.
- B. Contractor is encouraged to engage subcontractors primarily based in the local area.
- C. All subcontractors must complete the Contractor's Application Form and IRS Forms W-9 prior to beginning any work on the project.
- D. Subcontractors cannot be on the U.S. Department of Labor's Office of Federal Contract Compliance Programs Debarred List or any other Debarred List maintained by any local, state or federal government entity.
- E. All subcontractors must have adequate liability and workers compensation insurance as required by law.

7. GENERAL PROVISIONS

- A. Contractor shall be responsible to ensure that all work be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

- B. To the extent required by law Contractor shall ensure that all work be performed by individuals duly licensed and authorized by law or perform said work.
- C. Subcontractors shall furnish to Contractor release(s) or waiver(s) of lien for all work performed or materials provided at or before the date the next Progress Payment shall be due, but Contractor shall have responsibility to obtain same.
- D. All changes to this Agreement, including all change orders, shall be in writing and signed both by Contractor and Subcontractor.
- E. It is agreed that Contractor and Columbus Public Schools will agree by April 1st, to the subject house floor plan and that completion of excavation and footings will be completed by July 15th with the foundation walls and garage poured by August 1st to allow the project to start on time and enable Columbus Public Schools to start on the project when the school year starts.
- F. Contractor shall obtain all permits required for the work to be performed; and in the event that Subcontractor shall be unable to continue work on account of Contractor's failure to obtain any required permit, Subcontractor shall promptly perform such additional work as may be required to protect the Property and the work then in progress from the elements, vandalism and the like.
- G. Subcontractor shall promptly and timely remove construction and related debris and waste materials and shall dispose of all such debris and waste materials in accordance with local law and ordinance. Subcontractor shall "broom clean" all portions of the Property worked on by the Subcontractor prior to completion of the job.
- H. In the event Contractor shall fail to make any Progress Payment when due, this Subcontractor and all other Subcontractors shall have the right, but not the obligation, to cease all work until such payment is made.
- I. Subcontractor shall not be liable for any delay due to circumstances beyond.
- J. Subcontractor's control including strikes, casualty or general unavailability of materials. This should also include the inability of Subcontractor, Columbus Public Schools, having control over other subcontractor's work schedule and workmanship.
- K. Contractor shall maintain during the term of construction Proof of Insurance for public liability, vehicle liability and property damage insurance of such an amount to completely cover the work done under this contract with the following limits: \$1,000,000-Each Occurrence and \$2,000,000-General Aggregate. Contractor must

also list Columbus Public Schools as an additional insured on its General Liability Policy.

- L. Contractor and Subcontractor shall at no time be listed as debarred on the U.S. Department of Labor's Office of Federal Contract Compliance Programs Debarred List or any other Debarred List maintained by any local, state or federal government entity.
- M. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, as prohibited by the Nebraska Fair Employment Practice Act or federal law.
- N. Contractor shall obtain criminal history information regarding all employees of Contractor and Subcontractors other than Columbus Public Schools. Before beginning any work on the project, Contractor, and all subcontractors and suppliers, will provide written certification to the Columbus Public Schools that Contractor has complied with the statutory requirements as of that date. Contractor shall assume all expenses associated with obtaining the initial criminal history record information. Contractor will not assign any person with a criminal history for the following offenses: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.
- O. By entering into this Agreement, the Columbus Public Schools does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

8. OTHER APPLICABLE TERMS

- A. The parties hereto expressly agree that the relationship between them is that of two principals dealing with each other and that the Contractor and Subcontractor are each independent contractors subject to the terms of this agreement. At no time past, present or future shall the relationship of the parties herein be deemed to constitute an agency, partnership, joint venture or collaboration. Neither party shall have the right, power or authority to act on behalf of, or represent, the other party.
- B. This Agreement and any rights and duties hereunder may not be assigned by either party to any other person, firm or Corporation without the prior written consent of the other party.

- C. This Agreement is to be construed under the laws of the State of Nebraska. Exclusive jurisdiction and venue for all disputes shall be in the state or federal courts in Platte County, Nebraska

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

Subcontractor:

Dr. Troy Loeffelholz, Superintendent, Columbus Public Schools

Contractor/Owner:

President or Authorized Officer-Shelby Lumber Company, Inc.

Date _____

Board Retreat
Monday, September 23, 2019 5:30 PM Central

Bistro on the Loup/Ramada
265 33rd Avenue
Columbus, NE 68601

Candace Becher: Present
Mike Goos: Absent
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Present
Douglas Willoughby: Present
Present: 5, Absent: 1.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

Motion to excuse Mr. Goos from the meeting. Passed with a motion by Michael Jeffryes and a second by Candace Becher.

Mike Goos: Absent, Candace Becher: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

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

I.E. Opportunity for Public to be Heard

I.F. Board Special Functions

I.F.1. Old Business

I.F.1.1. Kramer Education Center

Discussion revolved around the creation of a Non -Profit Corporation to update the Kramer Education Center. Discussion focused around if the board can get to the October board meeting with enough information to make a sound decision.

Discussion was held regarding the needs assessment survey and the data requested by the board still yet to be collected.

The board has requested that the administration go forward with creating a non-profit corporation and receive cost estimates from RVW for the construction and update of the Kramer Education Center. The board discussed the need for a range of cost before moving forward.

Discussion about brainstorming the most common questions the community will ask regarding the project.

Other questions of the board include:

Daycare provider - does it have to be non-profit to rent space from a non-profit corporation?

Special Education Transportation - If we offer to SPED students do we have to offer to regular education students.

Is it 1:1 peer to SPED in preschool

Next Steps in the process include:

1. Round Table Meeting - Needs identification
2. Hire architect for estimated cost of project
3. Create the non-profit corporation to move forward with board approval on cost estimate

I.F.1.1.1. Administration Building

The Kramer Early Childhood Center needs to be the priority, but the entire project must move forward with electrical/mechanical/plumbing planning.

The question of what happens to the old Administration Building - what are the next steps for this building.

Ideas discussed for consideration include alternative education, behavior programming, or selling the building to be moved off-site.

I.F.1.2. Superintendent Goals

I.F.1.2.1. Community Stakeholders Committee (What We Value)

Guide through the Kramer process - Community engagement

Values community engagement - and maintains after the project is done.

Discuss that 500 new doors are going to open in the next 5 years. What are the solutions to more classrooms.

-Invite into the community

I.F.2. New Business

I.F.2.1. Lincoln's Citizen Education Academy

President Candy Becher shared with the board what is happening in Lincoln. This is true Community outreach - candidates ages are a wide range from 18+

The objective is to learn more about LPS and to allow residents to become more invested on what is happening in the schools. The hope is that the class will go out into the community and be ambassadors for the district.

Each of the nine meetings include the Board President, Principal of the school and students presenting. Meetings are about 2 hours in length and some are at night and a couple are during the day.

At one school the team was divided into groups and had kids who went to grade school toured them and told them about school and experience.

I.F.2.2. Board Goals

Board goals within the strategic plan will remain the same. These are:

1. Students will graduate with strong academic and employability skills in order to support college and career readiness.
2. The district will foster relationships with parents and the community to develop a social and emotional programming to meet the needs of students.
3. Student enrollment, academic and career programs will drive district facility needs.

The board agreed that they should talk more about other items to bring in to the plans. The questions is, What can we do to improve education in CPS?

I.F.2.3. Board Agenda

It works as long as the person giving the information stays within the allotted timeline. Hold presentations to a timeline.

All presentations need to be submitted into the agenda to be reviewed over the weekend and research. If there is no information in the board agenda then there will be no presentation.

The board would like the agenda items or Directors with the most information to be at the top of the agenda.

The board expressed the need to be more of a Public Board - We should discuss something (New Business) (i.e. After School Program)

Superintendent Agenda Item - Any items for discussion will lead to "New Business"

I.F.2.4. Policies

Policy Reviews - Divide policies among board members. It is probably time to review the policy handbook.

I.F.3. Other Business

I.G. Superintendent's Report

I.H. Board Sharing

The board would like to see a report on Summer School Programs

Summer Sizzle

Kindergarten Readiness

Summer Camps - enrichment

DI Camps

STEM on the GO

II. Adjourn

The board adjourned at 8:15 pm

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 Board Retreat Meeting of Monday, September 23, 2019.

President

Secretary

Regular Meeting

Mission:"Engaging All Learners to Achieve Success"

The Regular Meeting started at 5:30 P Mon Monday, October 21, 2019. The meeting was held at ESU7/CPS Student Center 2563 44th Avenue
2508 27th Street
Columbus, NE 68601

Candace Becher: Absent
Mike Goos: Present
Michael Jeffryes: Present
Doug Molczyk: Present
Theresa Seipel: Present
Douglas Willoughby: Present

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

Motion to excuse Ms. Becher Passed with a motion by Theresa Seipel and a second by Douglas Willoughby.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

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. CHS Presentation

What does CHS look like going forward.... Doing right by the students and staff. Current reality:

- 1300+ Students, 11% growth since opening the new building.

- Class sizes are growing and class options are decreasing.
- What are we offering students that will give them options beyond high school?
- Additional courses need to be a pathway to certifications, career or dual credit, something they want to do when they leave CHS.

Student interest/assessment survey. Perkins V also requires a student interest assessment:

- 846 students completed the assessment in English and Spanish. Information that was received from the assessment:
- 57.8% are considering a 4-year college.
- 60% feel somewhat prepared for college with the class offerings at CHS.
- 60% feel the courses offered are relevant to future careers and the job market.
- When asked if the content of the classes is interesting over 70% felt the classes were somewhat interesting.

One of the questions asked was regarding the 7 period bell schedule.

- Comments were students would like a study hall added, some students struggle with the Tuesday/Wednesday schedule,
- 10th/11th grade students would like more elective choices.
- The study hall interest would be difficult to fix with current staffing.

The Student Career Pathway Choices List was shown.

- The top 6 don't offer as many classes for the career pathway choices.
- One of those is Education and Training, our Educators Rising group continues to grow.
- Steps moving forward, which courses have large student requests not being met?
- What can be offered with the current staff?
- What pathways can be offered?
- Students were asked if they had a trusted adult at CHS to go to for help and/or advice, 75.3 said yes.
- How can we get that percentage to 100?

The Staff Survey asked the same questions as the student survey:

- 75% felt the courses at CHS were relevant to the future careers and the job market.
- They also felt current class offerings are preparing students for college 85%.

- The staff were not as confident regarding the interest of the content of courses to be high, only
- 52.5%. Is the current 7 period schedule supporting student learning and success, 54.1% felt it is.

Next Steps:

- 9th grade seminar. Make sure every student has a career path.
- Find a way to create needed pathways, with the needed staff and curriculum.

Future:

- Opportunities for CHS Students
- Responsive to students, staff and community
- Continue to make CHS the best it can be

I.H. Board Special Functions

I.H.1. Authorization of the Columbus Education Leasing Corporation
 The Board of Education Building and Sites Committee recommends that the Board approve a resolution authorizing the creation of the Columbus Educational Facilities Leasing Corporation and authorizing the District to enter into one or more lease purchase agreements with said Corporation in an aggregate principal amount of not to exceed \$5,000,000, for the purpose of leasing certain educational facilities and equipment from the Corporation. Passed with a motion by Mike Goos and a second by Theresa Seipel.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Discussion included what is the process of closing the agreement without negative recourse. Would need a resolution for changing a board member at any time. Board of Directors is allowed to reappoint a new member if needed. Corporation board members do not have to be a Board Of Education member. Fees paid only if the corporation is used. The statute regarding this type of corporation is controversial, however, if there is a change, we would be grandfathered into the old statute. The corporation will be in existence forever if that is desired.

I.H.2. Approval of the Memorandum of Understanding between Columbus Public Schools and the ICE Coalition.

The Superintendent recommends the board approve the Memorandum of Understanding between Columbus Public Schools and ICE Coalition, as submitted. Passed with a motion by Theresa Seipel and a second by Michael Jeffryes.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

CPS will own the building and be responsible for drainage. ICE Coalition will be scheduling people to work the ice house and do clean up, lock up etc. Student groups may do volunteer work for some of the work required. CPS not liable for accidents. There was some discussion regarding cameras and signage. There will be no skating during school hours.

I.H.3. Bullying Prevention Annual Review

Bullying Prevention: Annual review. Discussion on what is listed in the current policy. Dr. Loeffelholz talked about what is being done by counselors at each grade level. Goals are to identify situations and be diligent in problem solving strategies. Gaggle watches for inappropriate messages, self harm, etc. Notification is in real time, call building principal and then L. Kwapnioski. Gaggle notifications are sent to law enforcement.

- Suggestions to focus on diversity at the high school.
- Challenge kids and parents to put phones away at 8pm, this is showing good results.
- Place phones in signal blocking secure bags as an option

No changes were made to this policy.

I.H.4. Approval of the Memorandum of Understanding with the City of Columbus for the SRO

The Superintendent recommends that the Board approves the Memorandum of Understanding with the City of Columbus for the SRO, as submitted. Passed with a motion by Mike Goos and a second by Douglas Willoughby. Doug Molczyk: Abstain (With Conflict), Mike Goos: Yea, Michael Jeffryes: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

This is a new statute and we are required to have an MOU. The MOU contains the information regarding what the City agrees to do, and what CPS can do. What is allowable activity for SRO during school hours. The payment percentages are listed. CPS will pay 25% of calendar year salary this year, next year it will be 50%. With the new statute, CPS gained availability, answer phones to schools. New statutes are stringent and require some extra juvenile training for SROs. There is a week of training.

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

Motion to remove financial report M4b from the Consent Agenda. Passed with a motion by Theresa Seipel and a second by Michael Jeffryes.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

I.J. Consent Agenda

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

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Motion to approve consent agenda. Passed with a motion by Douglas Willoughby and a second by Michael Jeffryes.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

I.J.1. Approval of Minutes

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

Mr. Melick talked about some entries listed in the receipts for this month. A new entry showing on the report is \$15,000.00 from the Lakeview annexation. There is an entry for the suburbans that were sold. There were receipts from Platte and Butler Counties
General fund revenues: State aid, early childhood grant, Perkins grant
He also pointed out some of the expense detail including the elementary gym camera invoice, computer lease payment to Hewlett Packard,
Cornerstones of Care - BIST training, monthly consulting, LSI for the staff burger bash, CHS Activity Fund, service contract for CMI, Father Flanagans payment for 26 students from CPS.

I.J.3. Financial Report M4b

Move to approve the financial report M4b. Passed with a motion by Doug Molczyk and a second by Michael Jeffryes.

Theresa Seipel: Abstain (With Conflict), Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Douglas Willoughby: Yea

Mr. Melick said that this repair was for brakes on one of the CPS buses.

I.J.4. Financial Report M5

Mr. Melick commented on a couple of the entries listed. There was an invoice paid to KSB-Karen Haase who spoke to all CPS students, staff and parents about digital citizenship.

I.J.5. Certified Personnel

There were no hires or resignations this month.

I.J.6. Classified Personnel

I.J.7. Professional Travel

I.K. 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 Douglas Willoughby.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Dr. Loeffelholz said total contributions are \$51,881. There is a a donation from Community and Family Partnership for 16,570.00, it is flow through until their 501 C3 is set up.

I.L. Business Operations and Human Relations

I.L.1. Policies

I.L.2. Administrative Functions

I.L.2.1. Surplus

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

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

I.L.2.2. Charitable Giving/School Fund Raising Applications

The Superintendent recommends that the Board approve the Charitable Giving/School Fundraising Applications, as submitted. Passed with a motion by Douglas Willoughby and a second by Michael Jeffryes.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Socks are being donated for use at CMS.

I.L.2.3. Approval of a New 4th Grade Teacher at Lost Creek Elementary

The Superintendent recommends the approval of a New 4th Grade Teacher at Lost Creek Elementary. Passed with a motion by Theresa Seipel and a second by Doug Molczyk.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Dr. Loeffelholz said there are 83 students in 3 sections, we are using a long term substitute between now and break. Need to split classes. We are advertising for a teacher or student teacher that will be finishing up in May. There is space on the north side, the classroom is being used by a counselor now. There were 74 students when the year started. All live in the Lost Creek attendance area.

I.L.3. Updates

I.M. Curriculum and Instruction

I.M.1. Policies

I.M.2. Administrative Functions

I.M.3. Updates

I.M.3.1. 2019 State Test Data Results

Dr. Amy Romshek gave some explanation on the Academic Goal and the testing done in Spring 2019. Grades 3-8 NSCAS content areas tested are ELA, Math and Science. Scale scores based on number of questions answered correctly.

- Proficiency percentages were as follows 46% were proficient in ELA,
- 49% were proficient in Math, and 66% were proficient in Science.
- Dr. Romshek noted when looking at the comparisons in proficiency percentages with the state averages, we are below in ELA and very close in Math and Science.

Looking at Average Scale Scores Comparison for the ACT, CPS shows ELA below state average.

- Math has remained the same and Science is showing a small percentage of improvement since 17-18.
- Some other discussion on the testing done at CPS is that the board would like to see the 3 year results.
- Do John Baylor and other practice for ACT increase scores?

- We live in a challenging demographic. The new standards are more rigorous. Comparisons are difficult.
- It is felt that everyone works hard and is dedicated to meeting student needs.

I.N. Buildings & Sites/Technology

I.N.1. Policies

I.N.2. Administrative Functions

I.N.2.1. Approval of Use of School Facilities for Temporary Snow Fence Placement by City of Columbus

The Superintendent recommends that the Board approve the Use of School Facilities for Temporary Snow Fence Placement by City of Columbus. Passed with a motion by Theresa Seipel and a second by Doug Molczyk. Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Snow fence was placed prior to the farmer being finished with the property.

I.N.2.2. Edupoint (Synergy) Purchase Approval

The Superintendent recommends that the Board approve the purchase of Edupoint. Passed with a motion by Douglas Willoughby and a second by Theresa Seipel.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Mr. Kwapnioski said CPS started using PowerSchool in 2001. The difficulty with PowerSchool is that any new programs we need to add have to be purchased from a third party. At this time one big obstacle for the district is the registration process. CPS would like to start registering students online. Synergy offers a data warehouse in the base program without buying from a third party. Synergy has been presented to many district employees. Edupoint has all products, other programs needed are not purchased through a third party. State reporting is becoming an issue with PowerSchool. Year one costs come with the registration program and parent portal. It will take 6-9 months for the migration. We will move many of our current programs to the cloud. Base software will be \$67,000.00/year. This will be a big change, with big benefits. Mr. Kwapnioski said he would like to go live by next July. NDE has approved the basic software and agree it will help with the state reporting.

Registrations can be started before appointments, information can be verified, appointment will be much shorter and speed up the process. Also available in Spanish, translation is included. The discussion was on the premise that this is a big move and it is never easy. Mr. Kwapnioski said we will do it the right way, get everyone on board and utilize resources of other districts that have started the change over already.

I.N.2.3. Approval of the Memorandum of Understanding Between CPS, Berkshire Hathaway and Great Plains State Bank for Drainage
The Superintendent recommends that the Board approves the Memorandum of Understanding Between CPS, Berkshire Hathaway and Great Plains State Bank for Drainage, as submitted. Passed with a motion by Mike Goos and a second by Doug Molczyk.
Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Berkshire Hathaway and Great Plains State Bank asked if they could drain their properties into our lake. Erosion is included in the MOU if there is a problem. There is an easement on the west end of the property tying in to our drainage, it is below ground near those buildings, and above ground on CPS property. This is beneficial to CPS.

I.N.3. Updates

Leonard Kwapnioski, Executive Director of Building and Sites/Technology updated the board on the sale of the suburbans. We will use these funds to buy a new vehicle for district use. He also spoke about the landscaping that is being done, removal of trees near CMS, and setting concrete for the bike rack. He spoke about the Safety and Security Summit attended in Kearney. He received some very useful information regarding students and their cell phones, along with apps that are most popular now, Snap Chat, Instagram and Tik Tok. There was a lot of training on how to get into the back side of these apps to gain information. Mr. Kwapnioski said he would really like to invite the trainer to CPS for all of the staff.

I.O. Student Services

I.O.1. Policies

I.O.2. Administrative Functions

I.O.3. Updates

Jason Harris, Director of Student Services updated the board on the Early Childhood Round Table meetings. There were approximately 60 people that came to gather information and share ideas regarding the program. Some of our EL families were invited to a Round Table meeting, 18 attended and the idea was well received. There is another Round Table meeting planned for October 29th at CMS specifically for childcare providers. Sara Colford, Student Services Facilitator and Mr. Harris have visited several similar programs in Red Cloud, Norfolk, and OPS. Each visit has had something to offer.

I.P. Superintendent's Report

Dr. Loeffelholz discussed the Annual Report, it includes statistics regarding years of teaching experience, financial information, per pupil cost, enrollment numbers, test scores, Educator of the Year and Operations Employee of the Year, and location map. We will send the report out via an insert in Columbus Telegram. CHS and CMS are winding down fall sports. CHS Musical is coming up, Volleyball won GNAC Tournament. The last football game is Friday and district volleyball is next week.

I.Q. Board Sharing

Marching festival, CMS Talent Show.

II. Executive Session

Motion to go into Executive Session. Passed with a motion by Theresa Seipel and a second by Michael Jeffryes.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

III. Adjourn

Motion to come out of executive session and adjourn. Passed with a motion by Douglas Willoughby and a second by Mike Goos.

Mike Goos: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

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, October 21, 2019.

President

Secretary

DESCRIPTION	BALANCE	RECEIPTS	EXPENDITURES	BALANCE	YEAR
Attachment M4a			\$ 3,582,143.42		
Attachment M4b			\$ 427.50		
Attachment M5 (prior Bd Mtg)			\$ 246,314.76		
GEN FUND - GREAT PLAINS STATE BANK	\$ 3,434,053.58	\$ 5,570,301.95	\$ 3,828,885.68	\$ 5,175,469.85	\$ 2,606,362.12
Dividends		\$ 1,440.57	\$ -		
Management Fees			\$ 225.47		
Investment Loss		\$ -	\$ 3019.97		
GENERAL FUND - FNB TRUST	\$ 924,654.45	\$ 1,440.57	\$ 3,245.44	\$ 922,849.58	\$ 1,855,713.29
PAYROLL - PINNACLE BANK	\$ 916,314.83	\$ 3,295,283.71	\$ 4,042,587.38	\$ 169,011.16	\$ 158,189.43
PAYFLEX - PINNACLE BANK	\$ 32,240.15	\$ 12,925.34	\$ 14,649.55	\$ 30,515.94	\$ 6,778.87
Dividends		\$ 3,082.70			
Management Fees			\$ 368.16		
Investment Loss		\$ -	\$ 8,975.94		
Scoreboard Ad		\$ 2,000.00	\$ -		
SUV Purchase		\$ 13,000.00	\$ -		
DEPRECIATION - FNB	\$ 1,509,887.30	\$ 18,082.70	\$ 9,344.10	\$ 1,518,625.90	\$ 3,017,915.12
Administration	\$ 313,742.52	\$ 37,692.45	\$ 22,440.12	\$ 328,994.85	\$ 876,960.25
Middle School	\$ 97,019.69	\$ 17,204.84	\$ 14,594.21	\$ 99,630.32	\$ 71,508.09
High School	\$ 383,496.87	\$ 169,645.15	\$ 84,486.83	\$ 468,655.19	\$ 456,622.68
ACTIVITY FUNDS - COLUMBUS BANK	\$ 794,259.08	\$ 224,542.44	\$ 121,521.16	\$ 897,280.36	\$ 1,405,091.02
Student Meals		\$ 108,790.09			
Federal Reimbursement		\$ 150,638.63			
Rct to Expenditures		\$ 4,850.28			
Interest Income		\$ 442.27			
NUTRITION FUND - CORNERSTONE BANK	\$ 239,758.33	\$ 264,721.27	\$ 248,569.63	\$ 255,909.97	\$ -
Platte County Treasurer		\$ 587,934.60			
Butler County Treasurer		\$ 663.38			
Dividends		\$ 2,248.46			
Management Fees			\$ 700.67		
Investment Loss		\$ 0.00	\$ 26,341.52		
BOND FUND - FNB	\$ 2,873,555.80	\$ 590,846.44	\$ 27,042.19	\$ 3,437,360.05	\$ 3,591,249.09
Dividends		\$ 266.11			
Management Fees			\$ 96.37		
Investment Loss		\$ -	\$ 2,828.48		
SPECIAL BLDG FUND - FNB TRUST	\$ 395,227.43	\$ 266.11	\$ 2,924.85	\$ 392,568.69	\$ 475,061.25
Commonwealth Communications			\$ 8,153.92		
SPECIAL BLDG FUND - BANK OF THE VALLEY	\$ 223,515.21	\$ 115,831.69	\$ 8,153.92	\$ 331,192.98	\$ 832,064.63

Columbus Public Schools
 General Fund Revenue Detail
 October 31, 2019

Account Number	Description	Budget	Month to Date	Year to Date	Balance	Percent
01.1.01100.000.000	Property Taxes	(\$19,887,824.00)	(\$2,971,929.02)	(\$6,813,458.37)	(\$13,074,365.63)	34.26%
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)	(\$172,393.79)	(\$370,137.25)	(\$1,654,862.75)	18.28%
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)	(\$2,501.00)	(\$2,501.00)	(\$147,499.00)	1.67%
01.1.01510.000.000	Interest	(\$105,000.00)	(\$9,280.43)	(\$19,500.11)	(\$85,499.89)	18.57%
01.1.01910.000.000	Rental Fees	(\$7,500.00)	\$0.00	\$0.00	(\$7,500.00)	0.00%
01.1.01911.000.000	Local License Fees	\$0.00	(\$4,830.00)	(\$4,830.00)	\$4,830.00	0.00%
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)	(\$955.35)	(\$13,245.54)	(\$216,754.46)	5.76%
01.1.03110.000.000	State Aid	(\$16,269,523.00)	(\$1,626,952.00)	(\$3,253,904.00)	(\$13,015,619.00)	20.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$2,020,000.00)	\$0.00	\$0.00	(\$2,020,000.00)	0.00%
01.1.03125.000.000	SpEd Transportation Receipts f	(\$130,000.00)	\$0.00	\$0.00	(\$130,000.00)	0.00%
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$55,000.00)	\$0.00	\$0.00	(\$55,000.00)	0.00%
01.1.03400.000.000	State Apportionment	(\$600,000.00)	\$0.00	\$0.00	(\$600,000.00)	0.00%
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)	(\$22,957.00)	(\$22,957.00)	(\$307.00)	98.68%
01.1.03540.000.000	State Early Childhood Grant	(\$138,336.00)	(\$87,910.00)	(\$247,981.00)	\$109,645.00	179.26%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$160,000.00)	\$0.00	\$0.00	(\$160,000.00)	0.00%
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)	(\$568,710.00)	(\$568,710.00)	(\$81,579.00)	87.45%
01.1.04509.000.000	ESSA Title II Receipts	(\$112,146.00)	\$0.00	\$0.00	(\$112,146.00)	0.00%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$32,171.00)	(\$625.00)	(\$625.00)	(\$31,546.00)	1.94%
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$22,937.00)	\$0.00	\$0.00	(\$22,937.00)	0.00%
01.1.04519.000.000	IDEA Enrollment/Poverty Grant	(\$836,644.00)	\$0.00	\$0.00	(\$836,644.00)	0.00%
01.1.04521.000.000	IDEA Proportionate Share	(\$144,938.00)	\$0.00	\$0.00	(\$144,938.00)	0.00%
01.1.04525.000.000	Carl Perkins Grants	(\$47,305.00)	(\$56,116.00)	(\$61,168.00)	\$13,863.00	129.31%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$62,406.00)	\$0.00	\$0.00	(\$62,406.00)	0.00%
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$149,163.00)	\$0.00	\$0.00	(\$149,163.00)	0.00%
01.1.04708.000.000	Medicaid in Public Schools	(\$700.00)	\$0.00	\$0.00	(\$700.00)	0.00%
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)	(\$5,525,159.59)	(\$11,379,017.27)	(\$33,814,794.73)	25.18%
	Transfers					
	Reimbursements/Refunds		(47133.54)			
	Interest - other accounts		1991.18			
	Total Revenue		<u><u>(\$5,570,301.95)</u></u>			

Check Number	Vendor	Amount
4861	VERIZON WIRELESS	\$554.30
4862	SCHOOL DISTRICT #1-PAYROLL	\$3,184,943.95
4863	ADVANCED WATER COMPANY, INC.	\$2,538.80
4864	COLUMBUS AREA UNITED WAY	\$3,000.00
4865	COLUMBUS SCHOOL LUNCH FUND-CHS	\$954.85
4866	DELL COMPUTERS	\$10,408.74
4867	DELP, EMILY	\$72.05
4868	ESU #7	\$133.83
4869	FIRST NATIONAL BANK OMAHA	\$864.66
4870	GUTIERREZ-1099, NORA E	\$57.04
4871	HOMETOWN LEASING	\$6,878.00
4872	MATSON, PAUL	\$12.44
4873	NCSA	\$9,890.00
4874	NEBRASKA COUNCIL ECON ED/SMG	\$290.00
4875	NEBRASKA EXT- PLATTE COUNTY	\$50.00
4876	NEBRASKA LINK	\$339.67
4877	NEOPOST USA INC	\$280.00
4878	PINNACLE BANK OMAHA	\$129.00
4879	PRO-ED, INC.	\$49.50
4880	SANCHEZ-ARMENTA-1099, ISABEL	\$180.12
4881	T-BONE TRUCK STOP	\$2,828.90
4882	TIME MANAGEMENT SYSTEMS	\$30,050.25
4883	AMAZON CAPITAL SERVICES	\$378.93
4884	HY-VEE FOOD STORES	\$224.93
4886	STAROSCIK, LINDA	\$62.67
4887	SUPER SAVER	\$566.73
4888	WALMART-CHARGE	\$266.98
4889	ANDERSON, NICOLE	\$76.56
4890	BETHUNE-1099, JENEE	\$80.00
4891	CENTRAL NEBRASKA REHAB. SERV	\$27,622.21
4892	CHILDREN'S HOSPITAL MEDICAL CENTER	\$300.00
4893	CITY DIRECTORY INC.	\$272.00
4894	COLUMBUS SCHOOL LUNCH FUND-CHS	\$72.68
4895	CRUISE-1099, MICHELLE	\$120.00
4896	EMBASSY SUITES - LINCOLN	\$534.00
4897	FAIRFIELD INN	\$219.90
4898	FATHER FLANAGAN'S BOYS' HOME	\$54,933.30
4899	FIRST NATIONAL BANK OMAHA	\$71.55
4900	FIRST NATIONAL BANK OMAHA	\$125.74
4901	FIRST NATIONAL BANK OMAHA	\$1,275.81
4902	FIRST NATIONAL BANK OMAHA	\$874.03
4903	FIRST NATIONAL BANK OMAHA	\$646.66
4904	FIRST NATIONAL BANK OMAHA	\$5,261.36
4905	FIRST NATIONAL BANK OMAHA	\$2,960.83
4906	GNSA (GREATER NEBR. SCHOOLS ASSOCIATIONS	\$4,250.00

4907	HOESLY, KIMBERLY	\$60.90
4908	JACKSON SERVICES INC.	\$116.22
4909	KWAPNIOSKI, LEONARD R	\$243.02
4910	NCSA	\$665.00
4911	NEOFUNDS 7900044080631520	\$916.00
4912	OMAHA WORLD HERALD-SUBSCRIPT	\$338.00
4913	PAYFLEX SYSTEMS USA, INC.	\$421.60
4914	PLUNKETTS PEST CONTROL	\$2,010.00
4915	AMAZON CAPITAL SERVICES	\$2,116.14
4916	HOBBY LOBBY	\$45.35
4917	HY-VEE FOOD STORES	\$68.87
4918	SUPER SAVER	\$306.98
4919	WALMART-CHARGE	\$148.99
4920	CENTRAL NE COMMUNITY SERVICES	\$20,735.81
4921	COLUMBUS MEDICAL CENTER	\$200.00
4922	COLUMBUS SCREEN PRINTING, INC.	\$357.50
4923	CRAIGS RESOURCES INC DBA CRAIG HOMECARE	\$638.00
4924	EAKES OFFICE SOLUTIONS	\$9,300.00
4925	ENERGYCAP INC	\$1,781.00
4926	ESU #7 SPECIAL EDUCATION	\$8,959.02
4927	ESU #7	\$310.00
4928	FIRST NATIONAL BANK OMAHA	\$139.99
4929	GODFATHERS -COLUMBUS	\$36.25
4930	LANE GEWECKE CONSULTING	\$1,625.00
4931	MELICK, DAVID	\$45.00
4932	MID STATES SCHOOL BUS INC	\$33.34
4933	NEBRASKA COMMUNITY FOUNDATION	\$2,984.00
4934	NEBRASKA FCCLA	\$15.00
4935	NGOYO-1099, YVES	\$52.54
4936	SCHAEFER, KIM	\$73.10
4937	SEESAW LEARNING, INC	\$975.00
4938	TYLER TECHNOLOGIES	\$35,565.67
4939	U AND I SANITATION LLC	\$1,810.00
4940	ACE HARDWARE-COLUMBUS	\$73.75
4941	AUDIO ENHANCEMENT INC.	\$141.00
4942	BLAZER MANUFACTURING CO.INC.	\$540.00
4943	BLICK ART MATERIALS	\$84.14
4944	BOMGAARS	\$18.97
4945	BYRKIT PIANO SERVICE	\$290.00
4946	CANHAM MAYTAG HOME APPLIANCE CENTER	\$799.99
4947	CASSETTE PROGRAM	\$57.50
4948	CENTRAL PARTS AND MACHINE	\$855.34
4949	CENTRAL VALLEY AG	\$1,359.40
4950	COLUMBUS MUSIC	\$209.50
4951	COMMONWEALTH COMMUNICATIONS	\$5,441.88
4952	CONTROL MANAGEMENT INC. (CMI)	\$766.00

4953	DEL RAY MANUFACTURING	\$701.08
4954	DYKSTRA, JEFF	\$128.93
4955	EAKES OFFICE SOLUTIONS	\$215.15
4956	ELECTRICAL ENGINEERING & EQUIP	\$182.40
4957	ELECTRONIC ENGINEERING	\$71.33
4958	FAS-BREAK	\$125.00
4959	FIREGUARD, INC.	\$134.42
4960	FLINN SCIENTIFIC INC.	\$4,604.32
4961	FUN EXPRESS	\$25.93
4962	GAVER TIRE & AUTO CENTER	\$13.50
4963	GEHRING CONST. & READY MIX CO.	\$22.15
4964	GLOBAL TELETHERAPY	\$11,966.00
4965	GOPHER	\$674.80
4966	HAYS, ALISHA	\$32.48
4967	HOUGHTON MIFFLIN HARCOURT	\$186.96
4968	HYDE, MELISSA J., MT-BC	\$3,408.81
4969	IMAGE TECH & PRINTING	\$10.00
4970	IXL LEARNING	\$3,294.00
4971	KELLY SUPPLY CO.	\$217.12
4972	KUHLMAN, CARRIE	\$20.88
4973	LASKA, SHANNON	\$150.42
4974	LIFELINE AUDIO VIDEO TECHNOLOGIES	\$265.00
4975	M & E PLASTIC REPAIR	\$502.20
4976	MADDEN THERAPY LLC	\$9,113.89
4977	MEAD LUMBER COMPANY	\$187.56
4978	MENARDS-COL	\$1,575.21
4979	MERRILL, KIM	\$238.03
4980	MICEK, ERICA	\$264.48
4981	MICEK, ERICA	\$388.46
4982	NATIONAL GEOGRAPHIC	\$90.00
4983	NEBRASKA SAFETY CENTER	\$200.00
4984	NEWILL, TOBIE	\$122.49
4985	O'REILLY AUTO PARTS-COL	\$290.31
4986	OCCUPATIONAL HEALTH SERVICES	\$392.00
4987	PERMA-BOUND	\$467.10
4988	POSTMASTER	\$34.80
4989	RMH SYSTEMS	\$4,709.30
4990	SCHIEFFER SIGNS	\$19.00
4991	STEMPEK, SHELLEY	\$267.79
4992	SUNBELT RENTALS	\$1,041.83
4993	TEACHER DIRECT	\$343.71
4994	THE HOME DEPOT PRO	\$648.80
4995	TIRE OUTLET INC	\$22.00
4996	TRUCK CENTER COMPANIES	\$86.10
4997	VAN KLEY, KATEY	\$73.08
4998	VMWARE, INC	\$4,572.48

Columbus Public Schools
General Fund Expenditures
October 12-31, 2019

4999	VOICHAHOSKE, KARI	\$62.64
5000	VOSS LIGHTING	\$167.04
5001	WEYERS, RICK	\$423.18
5002	WOOD, STEPHANIE	\$263.09
5003	WOODWORKER'S HARDWARE	\$95.59
5004	WORTHINGTON DIRECT	\$867.15
5005	YANT EQUIPMENT COMANPY INC	\$550.91
5006	YATES, PAMELA	\$240.57
5007	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$3,246.03
5008	LOUP POWER DISTRICT	\$64,661.57
		<u>\$3,582,112.80</u>
4849	Previously Voided and cashed	\$30.62
	Total Fund Expenditures	<u><u>\$3,582,143.42</u></u>

Check Number	Vendor	Amount
4885	SEIPEL'S REPAIR INC	\$427.50

Check Number	Vendor	Amount
5009	PITNEY BOWES GLOBAL FINANCIAL SERVICES L	\$1,693.72
5010	COLUMBUS PUBLIC SCHOOLS ACTIVITY	\$270.00
5011	LANE GEWECKE CONSULTING	\$1,625.00
5012	URBAN AIR ADVENTURES PARK	\$200.00
5013	AWARDS & ENGRAVING	\$45.00
5014	BECK, DANEILL	\$11.00
5015	CENTERPOINT ENERGY SERVICES RETAIL LLC	\$9.48
5017	ESU #7	\$69.28
5018	FEHRINGER & MIELAK, LLP	\$2,009.70
5019	FIRST NATIONAL BANK OMAHA	\$922.51
5020	FIRST NATIONAL BANK OMAHA	\$1,112.29
5021	GODFATHERS -COLUMBUS	\$59.75
5022	HAUSMANN, TERESA	\$33.52
5023	HELGOTH'S FARMS	\$50.00
5024	IXL LEARNING	\$2,717.00
5025	KIMONO	\$4,810.00
5026	KIRKPATRICK JR, EARL F	\$11.00
5027	LINCOLN JOURNAL STAR	\$416.40
5028	LOUP POWER DISTRICT	\$221.76
5029	NASB (NE. ASSOCIATION OF SCHOOL BOARDS)	\$2,332.00
5030	NEOFUNDS 7900044080631520	\$1,000.00
5031	ONE SOURCE	\$218.00
5032	PIZZA HUT -COLUMBUS	\$17.83
5033	POSTMASTER	\$100.40
5034	PRESTO-X-COMPANY	\$15.51
5035	QUALITY SOUND & COMMUNICATIONS INC	\$16.17
5036	RAMADA COLUMBUS RIVER'S EDGE CONVENTION	\$197.38
5037	SERVICEMASTER BY SHEVLIN	\$23,500.37
5038	SNYDER, JENNIFER	\$560.00
5039	TOBIASON, KRISTIN	\$11.00
5040	TYLER TECHNOLOGIES	\$47.92
5041	UPS STORE	\$10.48
5042	VERIZON WIRELESS	\$354.18
5043	WIEBERDINK, JAN	\$11.00
5044	CITY OF COLUMBUS WATER & SANITATION DEPA	\$5,234.11
5045	CITY OF COLUMBUS WATER & SANITATION DEPA	\$51.73
5046	GENE STEFFY AUTO GROUP	\$22,927.00
5047	ACE HARDWARE-COLUMBUS	\$64.40
5048	ADVANCE AUTO PARTS	\$216.17
5049	ALLEN, ETHAN	\$66.12
5050	ANIXTER, INC.	\$362.50
5051	AUTOMATION DIRECT	\$561.25
5052	BATES, LINDSEY	\$290.93
5053	BLASER, AMY	\$254.56
5054	BOMGAARS	\$477.26
5055	BOS, JENNY	\$327.29
5056	CAPITAL SANITARY SUPPLY	\$1,235.48
5057	CENTRAL PARTS AND MACHINE	\$60.19
5058	COLE, CRYSTAL	\$231.42
5059	COLUMBUS MUSIC	\$1,163.52
5060	CRAIGS RESOURCES INC DBA CRAIG HOMECARE	\$1,485.55
5061	DAYLIGHT DONUTS	\$20.00
5062	DELL COMPUTERS	\$7,383.65
5063	DEMCO, INC	\$253.15

Check Number	Vendor	Amount
5064	DONOGHUE, TRACY	\$416.56
5065	DUSH, REGINA	\$208.28
5066	EAKES OFFICE SOLUTIONS	\$349.79
5067	EMBASSY SUITES - LINCOLN	\$153.00
5068	ENGEL, SHELBY	\$254.56
5069	ERIC ARMIN INC	\$74.70
5070	ESU #3	\$256.00
5071	ESU #7	\$148.28
5072	FERGUSON ENTERPRISES INC #1657	\$666.33
5073	FLINN SCIENTIFIC INC.	\$372.98
5074	FLORES, BEATRICE	\$254.56
5075	FOLLETT SCHOOL SOLUTIONS, INC.	\$2,369.99
5076	FREY, NIKKI	\$290.93
5077	FUN EXPRESS	\$210.82
5078	GALLEY, SHANNON	\$254.56
5079	GEHRING CONST. & READY MIX CO.	\$457.50
5080	GLOBAL TELETHERAPY	\$10,044.00
5081	GOPHER	\$405.29
5082	GRAFE, TARA	\$290.93
5083	HAYS, ALISHA	\$41.76
5084	HORN T ZOO	\$200.00
5085	HOUGHTON MIFFLIN HARCOURT	\$110.22
5086	IMAGE TECH & PRINTING	\$53.55
5087	INDUSTRIAL SYSTEMS & SUPPLY	\$270.65
5088	INNESS, SARAH	\$231.42
5089	J.W. PEPPER & SON, INC	\$468.68
5090	JACKSON SERVICES INC.	\$116.22
5091	JAMES, EMILY	\$49.88
5092	JARESKE, CHRISTINA	\$218.20
5093	JONES, PEGGY	\$138.85
5094	KOHL, CHELSEY	\$254.56
5095	KUGLER, TAMARA	\$95.70
5096	KUHLMAN, CARRIE	\$25.52
5097	LAKESHORE LEARNING MATERIALS	\$57.49
5098	LANGUAGE LINE SERVICES INC	\$58.40
5099	LAPOINTE, KENDRA	\$462.84
5100	LESSONPIX	\$272.34
5101	LOVELESS, STACY	\$290.93
5102	LUNCHTIME SOLUTIONS, INC	\$1,234.33
5103	MATHESON TRI-GAS INC	\$52.11
5104	MEAD LUMBER COMPANY	\$188.99
5105	MENARDS-COL	\$900.40
5106	MERRILL, KIM	\$290.93
5107	MICEK, ERICA	\$181.83
5108	MID-AMERICAN RESEARCH CHEMICAL	\$283.00
5109	MIDWEST GLASS SERVICE INC.	\$41.00
5110	MUCHMORE, KELLY	\$687.65
5111	MUSICIAN'S CHOICE	\$375.95
5112	NATUS MEDICAL INCORPORATED	\$116.00
5113	NEWILL, TOBIE	\$168.43
5114	PACZOSA, MEGAN	\$231.42
5115	PRIME COMMUNICATIONS	\$10,966.92
5116	ROEWERT, KENDALL	\$290.93
5117	SCHIEFFER SIGNS	\$38.00

Check Number	Vendor	Amount
5118	SEALCO	\$26,675.00
5119	SHADE STRUCTURES, INC	\$106.00
5120	SIEMENS INDUSTRY, INC.	\$1,500.00
5121	SONOVA USA, INC.	\$1,439.99
5122	STAROSCIK, KRISTINE	\$277.70
5123	STEMPEK, STACI	\$290.93
5124	SUEPER-1099, MARY	\$560.00
5125	TELLEZ, GAMALIEL	\$363.66
5126	THE DBQ COMPANY	\$2,500.00
5127	TIRE OUTLET INC	\$30.00
5128	TRUCK CENTER COMPANIES	\$16.26
5129	TWOREK, DANIEL	\$290.93
5130	TWOREK, KRYSTAL	\$130.73
5131	UNITED SEATING & MOBILIT INC	\$1,509.12
5132	VAN KLEY, KATEY	\$89.32
5133	VIERGUTZ, NATISHIA	\$254.56
5134	WEYERS, RICK	\$264.48
5135	WHOLF, SAMATHA	\$67.86
5136	WRIGHT, ABBEY	\$254.56
5137	YATES, PAMELA	\$148.48
5138	ZIMMERMAN, ALYSSA	\$208.28
5139	BETHUNE-1099, JENEE	\$60.00
5140	CCH CHILD CARE CENTER-PRESCHOOL	\$96.12
5141	COLUMBUS SCHOOL LUNCH FUND-CHS	\$1,069.41
5142	CULLIGAN	\$23.25
5143	ESU #7	\$6,991.22
5144	ESU #7	\$0.59
5145	FIREGUARD, INC.	\$30,979.68
5146	FLOWERS FROM THE HEART	\$60.00
5147	HOMETOWN LEASING	\$6,878.00
5148	MAILFINANCE	\$1,683.36
5149	NASPA (NE ASSOC. OF SCHOOL PERSONNEL ADM	\$90.00
5150	NEBRASKA LINK	\$339.67
5151	NGOYO-1099, YVES	\$11.26
5152	PERRY, GUTHERY, HAASE, & GESSFORD, P.C.	\$450.00
5153	PINNACLE BANK OMAHA	\$129.00
5154	VIVIAL	\$64.50
Total Fund Expenditures		<u>\$210,194.01</u>

November 12, 2019

Dr. Troy D. Loeffelholz, Superintendent
CPS Board of Education members
2508 27th Street
Columbus, NE. 68601

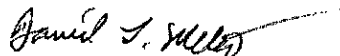
Dear Troy, Candy, Doug M., Mike G., Mike J., Theresa, and Doug W.:

Please accept this letter of resignation from the Columbus Public Schools, effective June 30, 2020, when I will officially retire. There are many things Sheri and I want to do in our retirement years and now seems to be the optimal time to make that change.

I have truly enjoyed my 39-year career in education and wonder where all that time went. I do recall some days lasting a week and some weeks flashing by like a day. I look back on my 8 years in Columbus with many great memories: helping pass the bond issue for the new high school and renovation of the new middle school, being involved in hiring our new staff and administrators, leading negotiations with the CEA, working to increase our classified compensation and benefits, implementing the Emergency Medical Leave Bank, revising the teacher evaluation model, helping to implement our strategic plan, and being in on the initial stages of planning for the Kramer Education Center. It has been great working with "idea people" such as all of you and I believe the District has a bright future.

I have appreciated working with each of you, and will continue to do through June 30, 2020, when my responsibilities with CPS officially end. Until that time, I will continue to do my best for CPS, its people, and programs, and will provide whatever assistance is desired by the person selected to succeed me.

Sincerely,



David L. Melick
Executive Director of Business Operations and Human Relations



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

October 3, 2019

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 September. 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

\$25,017.51 - Community & Family Partnership
\$5,500.00 - Anchor Project
\$80.00 - Discoverer Dash
\$71.54 - Educators Rising

\$4980.20 - Columbus After School Program
\$3,000.00 - CMS Music Equipment Support
\$200.00 - CHS Popcorn Bags
\$300.00 - CHS Sports Booster Club Sponsorship

Centennial PAC

\$1642.98 - Book Fair
\$211.70 - Magnetic Schedules
\$338.05 - PT Conference Staff Meals

Emerson PTO

\$180.66 - PT Conference Staff Meals

Lost Creek PTO

\$132.50 - Health Screening Volunteer Food
\$86.09 - PT Conference Staff Meals
\$11.06 - 4th Grade Ag Day Fuel
\$455.00 - Henry Doorly Zoo Field Trip

North Park PTO

\$400.00 - Engineering Kits
\$162.88 - PT Conference Staff Meals

Columbus Middle School

\$292.75 - PT Conference Staff Meals

West Park PTO

\$394.50 - Wichita Children's Theatre
\$1796.00 - Movie License

Band Boosters

\$104.00 - Window Decals
\$125.00 - Sponsorship Decals
\$2422.04 - Columbus Music Festival

Sports Boosters

\$239.01 - Sno Cones & Gatorade
\$15.75 - Senior Night
\$207.00 - Insurance
\$3,000.00 - Summer Weights Program
\$4060.17 - Fall Programs
\$1,000.00 - Volunteer Coach Stipend
\$90.00 - Awards

Alumni Basketball

\$1500.00 - Anchor Hoops team registrations

The total contributions for the month of October was **\$56,016.39**

The total contributions for the FY 2019-2020 (Sept-Aug) total is **\$107,898.32**

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Anderson". The signature is written in black ink and is positioned above the printed name.

Nicole Anderson

Director of Marketing & Foundation

EARLY RETIREMENT INCENTIVE PROGRAM SUMMARY
Columbus Public School District

Purpose:

The purpose of this program is to encourage Eligible Employees who are considering an early-separation decision to accelerate their retirement plans. Objectives include, but are not limited to, the following:

- 1) To offer financial incentives which will assist long-term employees considering early retirement or early-separation decisions.
- 2) To reduce costs to the School District by replacing maximum salaried employees with lesser salaried employees.
- 3) To provide a better balance of employee experience.

Qualifications:

To be a participant a person must be employed by the School District as of the date of acceptance of the person's application in the position of a fully certified employee (a) covered by the negotiated agreement between the Columbus Education Association and the Columbus Public School District or commonly referred to as the "Teacher", "employee", or "eligible employee", or under contract as a Principal or Administrator sometimes referred to as "Eligible Employee, or "Employee" or "Administrator."

An Eligible Employee, both full-time and part-time, may participate in the Early Retirement Incentive Program ("ERIP), provided that the part-time Employee's benefits under such a plan shall be prorated based on their Full Time Equivalency ("FTE); said FTE to be determined based on the Employee's actual scheduled salary as of December 1 of the Employee's final contract year. A part time Employee who is on a leave of absence in part and work part-time, as of December 1 of the Employee's final contract year shall be eligible to participate in this ERIP to the extent of their on-duty FTE. Employees who are on a sabbatical leave, leave of absence, or other board approved leave as of December 1 of the Employee's final contract year shall not be eligible to participate in this ERIP.

Continuous Employment

In order to be eligible to participate in the Early Retirement Incentive Program ("ERIP"), those identified as eligible participants must have had twenty-five (25) years of continuous service to the Columbus Public Schools as a certificated employee through the employee's last year of service. Board approved military service, leave without pay, or any other leave required to be granted according to the law shall not be included as credited years of service, but such events shall not disrupt continuous employment for purposes of this paragraph.

To determine eligibility, the number of years of credited service to the District shall be equal to the number of years of credited service as used by the Nebraska Public Employees Retirement System in the calculation of retirement benefits.

Window of Eligibility:

There shall be a period of eligibility, hereinafter referred to as a “window”, when an Employee may elect to participate in this ERIP. The window shall open on September 1 of the calendar year when:

- (1) The Eligible Employee reaches fifty-four (54) years of age and is eligible to receive unreduced benefits from the Nebraska Public Employees Retirement System (“NPERS”) by virtue of age and years of creditable service in that system, and shall close on the second August 31 thereafter;
- (2) The Eligible Employee who is fifty-four (54) years of age or more is first eligible to receive unreduced benefits from the NPERS by virtue of age and years of creditable service in that system, and shall close on the second August 31 thereafter.

Acceptance or Rejection of Application:

The Board of Education of the School District, in its’ sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues.

Criteria for Selection: If there is more than one applicant for participation in this ERIP, the selection of the Eligible Employee(s) allowed to participate in the ERIP shall be based upon the following criteria in descending order:

- (1) Years of service to the District (ranked highest to the lowest);
- (2) Placement on the District’s Salary Schedule (ranked highest to lowest);
- (3) Date of Hire with the District (ranked earliest date of hire to most recent);
- (4) Tie Breaker: If two (2) or more individuals tie on Criteria 1, 2, and 3, the names of those persons who are tied shall be placed in a container and names will be drawn from the container for each opening in the ERIP.

Enrollment Requirements:

- 1) Resignation: Using the attached form, eligible employee participants in the program shall resign their positions with the School District effective at the close of the school year in which the application for participation in this ERIP is received, and thereby relinquish the Employee’s actual and existing

continuing contract rights in consideration for the benefits outlined in paragraph entitled "Benefits."

- 2) Notice of Plan and Future Employment: The Superintendent or Superintendent's designee shall notify all Teachers and Administrators of the School District of the adoption of this Early Retirement Incentive Policy (ERIP) and the attendant ERIP Application and Agreement on or before January 1 each year; a copy of said ERIP Application and Agreement as it now exists, or as it may be from time to time amended, may be obtained from the school office of each school in the District.
- 3) Application and Agreement: Any Eligible Employee who attains the minimum eligibility requirements shall be eligible to participate in the ERIP. Each qualified Eligible Employee who wishes to participate must submit an Application and Agreement form properly executed, which is to be received in the Business Office on or before January 15. An Application and Agreement may be withdrawn by the Employee at any time within seven (7) days following the date when it was received by the Business Office. The Superintendent or his designee shall review the Eligible Employee's record to determine eligibility. If eligible, the Board of Education shall approve the Application and Agreement, except as may be otherwise provided herein, at the regular March meeting of the Board of Education immediately following the receipt of the Eligible Employee's Application and Agreement, or at such later time as deemed appropriate. FAILURE TO SUBMIT THE APPLICATION AND AGREEMENT WITHIN THE TIME FRAME SPECIFIED IN THE PARAGRAPH SHALL RESULT IN THE REJECTION OF SUCH APPLICATION AND AGREEMENT.
- 4) Terminated Employee's Ineligibility: An employee who has received written notice of possible termination for reasons other than reduction in force, or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in this program, UNLESS after a hearing before the Board of Education it is determined that said Employee's contract shall not be cancelled or terminated, or the decision of the Board of Education to terminate or cancel is subsequently set aside.

An employee who has received written notice of possible termination for reasons of a reduction in force shall be eligible and may participate in this program if, but only if, said Employee expressly waives all rights to which he or she may be entitled under the reduction in force law.

Schedule of Benefits:

A qualified employee requesting inclusion in the ERIP shall receive a benefit equal to a percentage of the scheduled salary earned by the employee during that employee's last contract year. Scheduled salary refers to salary paid from the

salary schedule, which excludes salary paid for extra duty, extended contract, fringe benefits.

The formula to be used to determine benefits under this program will be: Two percent (2.00%) of the employees' salary for the last year of service multiplied by the number of years of credited service. The employee will also receive thirty (\$30) dollars for each day of unused sick leave up to a maximum of seventy (70). No extra duty or extended contract pay will be calculated into this formula. For example.... if the employee has twenty-five (25) years of credited service and is at the MA plus twenty seven (27) step on the present salary schedule at the time the request is accepted, and the corresponding salary is \$52,507, the amount is computed by multiplying \$52,507 times 2.00% times 25 years for a total benefit of \$26,254; plus \$30 dollars for any unused sick days (maximum of seventy (70)); payable in installments as hereinafter provided.

Benefit Payments:

Refer to Regulation 408.06R1 for the early retirement incentive payment Schedule.

Special Pay Plan:

The Columbus Public Schools participates in a non-elective 403(b) plan. Those benefits paid to eligible employees under this policy shall be deposited into a special pay plan designed to handle special forms of compensation in a tax-advantaged manner.

Health Insurance:

Pursuant to COBRA, a retired employee will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18) months following retirement upon payment by the employee of the monthly insurance premiums.

Life Insurance:

The District's carrier will allow retirees to continue benefit coverage at their cost through age 70. Increased coverage cannot be purchased.

Long-Term Disability Insurance:

The District's carrier will not continue providing coverage past the date of retirement.

Source of Funds for Payment of Benefits:

Columbus Public Schools shall pay the entire cost of the Early Retirement Incentive Program.

Beneficiary Designation:

In order for the application to be considered complete, a beneficiary must be designated. Upon death of the employee before all benefits are paid, the beneficiary may choose to receive the remaining benefits as scheduled each year, or may opt to take the remaining funds in one lump sum on the next designated date.

Duration of Policy:

The Columbus Public School District's ERIP shall be offered only to Eligible Employees as defined herein, and who timely submit an ERIP Application and Agreement.

Waiver and Release of Claims:

The ERIP Application and Agreement shall also include a specific Waiver and Release of Claims of the participant's rights under the Age Discrimination and Employment Act (ADEA) 29 U.S.C. 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, Neb. Rev. Stat. 48-1001 et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 51001 et seq. and all other state and federal constitutions, statutes and regulations that relate to the validity of the ERIP, and allow the Employee to revoke the Release or Waiver at any time within seven (7) days after signing the contract, and advise the Employee to consult with an attorney before signing the Application and Agreement. THE SPECIFIC TERMS OF THE WAIVER AND RELEASE OF CLAIMS SHALL BE AS FOLLOWS:

WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement the Eligible Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, and employees of the School District in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, or attorneys' fees under 42 U.S.C. 1988, or the like, which Eligible Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Eligible Employee's employment with the School District including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefits Protection Act (OWBPA), 29 U.S.C. 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 1001 et seq., and the Act Prohibiting

Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. 48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. 1981, through and including 42 U.S.C. 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or natural origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the School District, this Application and Agreement, the ERIP, or The Eligible Employee's resignation from such employment. The Eligible Employee further covenants not to sue and hereby agrees not to institute any proceedings against, and agrees to indemnify and hold harmless, the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment at the School District, this Application and Agreement, the ERIP, or Eligible Employee's resignation.

This waiver, release, covenant not to sue, and indemnification agreement is given in exchange for consideration in addition to that which the Eligible Employee is already entitled to pursuant to law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement and in writing to consult with an attorney before entering into the ERIP or signing this Application and Agreement. The Eligible Employee further acknowledges that the Eligible Employee has had sufficient time to decide whether or not to execute this ERIP Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained herein.

Policy
Adopted: 8/13/07
Revised: 2/25/08
Amended: 11/09/09
Amended: 12/12/11
Amended: 1/21/13

COLUMBUS PUBIC SCHOOLS
Columbus, Nebraska
Reviewed: 1/21/13

MEMORANDUM TO: Columbus Public Schools
SUBJECT: Early Retirement Release and Waiver Agreement

Pursuant to the Early Retirement Incentive Program (ERIP) and Section 1, CERTIFICATED EMPLOYEE RESIGNATION, of the Early Retirement Incentive Program Application and Agreement, I hereby submit this Employee Resignation Letter and resign my employment with Platte County School District 1, a/k/a Columbus Public Schools at the end of the 2011-2012 school year. Such resignation is effective May 18, 2011.

Employee:

Printed Name

Signature

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this _____ day of _____, 2012, before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared _____, personally known to me to be the identical person who signed the above and foregoing Agreement and acknowledged the execution of the same to be _____ (his/her) voluntary act and deed.

WITNESS my hand and seal the day in your first above written.

Notary Public

Exhibit
Adopted: 12/12/11

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska

**COLUMBUS PUBLIC SCHOOLS
EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT**

(NOTE: THIS APPLICATION MUST BE SUBMITTED TO THE BUSINESS OFFICE ON OR AFTER JANUARY 15 AND RETURNED BEFORE JANUARY 31, ____).

This Early Retirement Incentive Program ("ERIP") Application and Agreement is offered and made this ____ day of _____, ____, between Platte County School District 0001, a/k/a Columbus Public Schools ("School District"), and _____, ("Certificated Employee"), _____, (address) _____, Nebraska.

WHEREAS, the School District has established an ERIP for the purpose of encouraging eligible certificated employees who are considering an early leave decision to accelerate their retirement plans; and,

WHEREAS, the Certificated Employee is desirous of voluntarily participating in the ERIP and in the voluntary termination of the Certificated Employee's employment; and,

WHEREAS, the Certificated Employee is or will be fifty-five (55) years of age on or before August 1, ____, and will have completed at least twenty-five (25) consecutive years of credited service to the School District on or before August 1, ____; and,

WHEREAS, the Certificated Employee acknowledges that the Certificated Employee has had forty-five (45) or more days to consider participation in the ERIP and received a Memorandum from the Superintendent with the ERIP Policy and Application form, along with a listing of the number of eligible and non-eligible employee by age, and acknowledges that the Certificated Employee's participation in the ERIP is voluntary and that the Certificated Employee was not coerced in any manner to participate in the ERIP sponsored by the School District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Certificated Employee and the School District do hereby agree as follows:

1. **CERTIFICATED EMPLOYEE RESIGNATION:** Upon approval of this application by the Board of Education, the certificated employee hereby shall voluntarily, unconditionally, and irrevocably resigns from the Certificated Employee's employment position and from all other employment relations with the School District effective at the end of the ____ - ____ school year. The resignation shall be on the attached form. The certificated employee further hereby waives any and all notice of action by the Board of Education of the School District to accept the resignation and to terminate the Certificated Employee's continuing contract and employment with the School District, and waives any and all rights the Certificated Employee may have under Neb.Rev.Stat. ' '79-824 to 79-839, or other laws as they now exist or as they may be amended in the future relating to continued employment. The Certificated Employee further authorizes the Board of Education of the School District to advertise for, and contract with, a replacement certificated employee, if deemed appropriate, for the 2012-2013 school year. The School District, by approving and signing this Application and Agreement, hereby unconditionally and irrevocably accepts the Certificated Employee's resignation, ending all employment relations between the School District and the Certificated Employee, effective at the end of the 2011-2012 school year. The Certificated Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its presentation to the School District by the Certificated Employee.

2. **EARLY RETIREMENT BENEFITS:** In consideration of the Certificated Employee's resignation, and of other covenants and conditions set forth in this Application and Agreement, the Certificated Employee shall receive the following benefits and payments:

(a) **Early Retirement Benefit:** Certificated Employee shall be paid the sum of \$_____. Such sum was calculated based on the following formula:

(1) Two-percent (2.00%) of the employee's base salary figure for the 2007-08 school year multiplied by the number of years of credited service:

$$\text{Salary} \times .0200\% = \$ \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} \text{ years}$$

$$= \underline{\hspace{2cm}}$$

(2) Thirty dollars (\$30) for each day of unused sick leave to a maximum of seventy (70) will be added to the total:

$$\# \text{ Sick Days } \underline{\hspace{2cm}} \times \$30 = \underline{\hspace{2cm}}$$

No extra duty or extended contract pay shall be calculated into this formula.

(b) **Payments:** Payments shall be made according to one of the three following options:

- | | |
|----------|---|
| Option 1 | Two (2) equal payments on September 20 and January 20 |
| Option 2 | One (1) payment on January 20 |
| Option 3 | One (1) payment on September 20 |

(c) **Beneficiary Designation:** The Certificated Employee hereby designates _____, whose address is _____, Social Security No. _____, to be his/her beneficiary in case of his/her death. Any monies due the Certificated Employee will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this Agreement.

(d) **Tax Consequences:** The payments made pursuant to the ERIP are made to buy-out the tenure rights (i.e., continuing contract rights) of a certificated employee, and in effect, make payments to secure the release of unexpired contracts of employment, and to pay a negotiated amount of money in exchange for permanent a certificated employee giving up constitutional and contractual rights to tenure and relinquishing such tenure rights. Those benefits paid to eligible employees under this policy shall be deposited into a special pay plan designed to handle special forms of compensation in a tax-advantaged manner.

3. **WAIVER AND RELEASE OF CLAIMS:** By entering into this Agreement the Certificated Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. ' 1988, or the like, with respect to, arising out of, or in relation to the Certificated Employee's employment with the School District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. ' 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. ' 1001 et seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. ' 48-1001 et seq., Title IX and Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. ' 1981, through and including 42 U.S.C. ' 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical

WITNESS my hand and seal the day and year first above written.

Notary Public

Acceptance

The above Temporary Early Retirement Incentive Program Application and Agreement is hereby accepted and approved by Cass County School District 0097, a/k/a Columbus Public Schools.

DATED this _____ day of _____, _____.

**PLATTE COUNTY SCHOOL DISTRICT 0001,
A/K/A COLUMBUS PUBLIC SCHOOLS**

BY: _____
President or Other Duly Authorized School Official

Regulation
Adopted: 8/13/07
Revised: 2/25/08
Amended: 11/09/09
Amended: 12/12/11

COLUMBUS PUBIC SCHOOLS
Columbus, Nebraska
Reviewed: 12/12/11

Memo To: Board of Education; Dr. Loeffelholz, Superintendent of Schools
From: Robert Waite, Interim Director of Business Services
Date: November 30, 2011
Re: Early Retirement Plan

Four (4) years ago the Board approved the current Early Retirement Plan for all certificated District employees. The plan allows eligible employees a two (2) year window in which to apply for and to receive retirement benefits. Most often those two (2) years are the first years an employee is eligible to receive Early Retirement Benefits through the State Retirement system. In the previous four (4) years we have had twenty-six (26) employees take advantage of this opportunity.

The plan has worked well as it allowed the District an influx of newer teachers who brought a different perspective and renewed enthusiasm to the learning environment. It also allowed the District to relieve itself of higher paid staff and replace them with less experienced people. During the past four (4) years the financial payback period to the District has been approximately 1.8 years.

For the current 2011-2012 year, we have thirteen (13) employees eligible for early retirement. There are four (4) in their second year of eligibility and nine (9) entering their first year. Should all thirteen (13) choose to retire early and should the Board of Education approve, the financial obligation for the 2012-2013 year would be approximately \$499,865.

Given the financial uncertainty school districts will be facing in the next few years, I am recommending the following procedures for the Early Retirement Plan for the upcoming 2011 Retirees:

- 1) The maximum amount to be spent on the ERIP in the 2012-2013 school year will be \$334,310. This would allow the district to fund the retirement benefits of all 13 individuals who are currently eligible to participate in the program. This current year the amount budgeted is \$175,003.
- 2) Those individuals who are in their second (2nd) year of eligibility will receive their entire benefit paid out in the 2012-2013 school year.
- 3) Those individuals who are in the first (1st) year of eligibility will receive one-half (1/2) of their benefit in the 2012-2013 school year and one-half (1/2) of the benefit in the 2013-2014 school year.
- 4) The remaining amount to be budgeted in the 2013-2014 school year would be \$165,555.

I would further recommend that the Early Retirement Plan be discontinued at the end of the 2012-2013 school year and that those individuals who would be on that year's retirement list be the last to be able to participate in the program. There appears to be ten (10) individuals who would qualify for the benefit. The following procedures would become the process to follow to achieve this objective:

- 1) Payments for those qualifying for the first time for the 2012-2013 benefits would have their payments spread out over two (2) fiscal years.

- 2) In the first year the maximum amount to be paid out for early retirement benefits for 2013-2014 would be \$382,664. This amount is comprised of \$165,555 of final payments for those who became eligible in 2011-2012 and \$217,109 for the first one-half (1/2) of the payments of those who would become eligible in 2012-2013.
- 3) The maximum amount to be paid out for early retirement benefits for 2013-2014 would be \$217,109, the second one-half (1/2) of the payments of those would become eligible in 2012-2013.

Since the Board takes action on Early Retirement applications at its' February Board meeting, I would suggest this become an action item on the December Board Agenda.

Regulation
Adopted: 1/17/11
Revised: 12/12/11

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska

TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM POLICY

A. PURPOSE

The purpose of this Temporary Early Retirement Incentive Program (“TERIP”) is to encourage eligible certificated employees of Columbus Public Schools (“School District”) who are considering an early-leaving decision to accelerate their retirement plans effective at the end of the 2019-20 school year. Objectives include, but are not limited to, the following:

1. To offer financial incentives that will assist long-term employees considering early retirement or early-leaving decisions to complete such decisions.
2. To reduce costs to the School District by replacing employees with lesser salaried employees or by eliminating positions.
3. To buy-out the tenure rights (i.e., continuing contract rights) of certificated staff, and in effect, make payments to secure the release of unexpired contracts of employment in exchange for permanent certificated employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights.

B. QUALIFICATIONS

1. Permanent Certificated Employee: To be a participant a person must be employed by the School District, as of date of acceptance of the person’s application, in a position requiring that the employee have a certificate issued by the Nebraska Department of Education.

2. Full-Time Equivalency: A “certificated employee” is defined for purposes of this TERIP as a person employed at least one-half time or more. As such, employees who are employed on a less than .50 F.T.E. basis are not eligible.

3. Rule of 85 Eligibility: To be a participant a person must be eligible for retirement under the School Employees Retirement Act without reduction of benefits under such Act, on the basis of being at least fifty-five (55) years of age and the sum of the person’s attained age and creditable service under that Act totals eighty-five (85). Age and creditable service are to be determined as of September 1, 2020.

Creditable service with the School District shall mean employment with the School District as a certificated employee through the employee’s final year of service. Years of service need not be consecutive. Board approved military service, sabbatical and/or approved leave of absence, or other leave required to be granted according to law, shall be included as creditable years of service with the School District. In determining years of creditable service with the School District, part-time employment is counted at the full-time equivalency specified for each contract year.

4. Terminated Employee’s Ineligibility: An employee who has received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force shall not be eligible and may not participate in this program, unless after a hearing before the Board of Education it is determined that the employee’s contract should not be cancelled, non-renewed or terminated. An employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said employee expressly waives all rights to which he or she may be entitled under the reduction in force law

including, without limitation, substantive and procedural rights, staff development assistance and retirement incentive plan benefits, and recall rights.

C. ENROLLMENT REQUIREMENTS

1. Resignation: Participants in the program shall resign their employment with the School District effective at the end of the 2019-20 school year.

2. Application and Agreement: Each eligible employee who wishes to participate in the TERIP must properly complete, execute, and submit an Application and Agreement form to the Superintendent on or before Thursday, February 6, 2020. **FAILURE TO SUBMIT THE APPLICATION AND AGREEMENT WITHIN THE TIME FRAME SPECIFIED SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.**

The Superintendent shall review the employee's record to determine eligibility. If eligible, the Board of Education shall approve the Application and Agreement, except as may be otherwise provided herein, at such time as deemed appropriate.

3. Acceptance or Rejection of Applications: The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues. The Board of Education may grant preferences if numerous applications are filed based on: (1) length of service with the School District, (2) programs to be offered, (3) areas of certification and endorsement, (4) state and federal regulations which may mandate certain employment practices, (5) special qualifications which may require specific training and/or experience, (6) contributions to activity programs, (7) qualifications based on past performance and competence as determined by the Principal and/or Superintendent through employee evaluation procedures and review of any prior disciplinary action of incidents, (8) the organizational and educational impact created by multiple part time certificated employees and (9) salary levels of the applicants.

D. BENEFITS

1. Early Retirement Benefit: A qualified certificated employee who has requested and been accepted for participation in the TERIP shall receive an early retirement benefit administered by the District's third party administrator.

2. Source of Funds: The Certificated Employee shall be paid the sum of \$30,180.00, subject to adjustment to a greater amount pursuant to subparagraph (d) below. Such sum is based on the single health (retired, \$1,050 deductible, or as updated by EHA) and single dental premiums published by the Educators Health Alliance and in effect for the 2020-21 school year and including a 7% increase for the 2021-22 and 2022-23 school years:

(a) 2020-21 = \$9,385 (\$752.52 monthly health premium plus \$29.54 monthly dental premium, multiplied by 12, = \$9,384.72 and "rounded" to \$9,385)

(b) 2021-22 = \$10,045 (\$9,385 plus 7% increase = \$10,041.95 and "rounded" to \$10,045)

(c) 2022-23 = \$10,750 (\$10,045 plus 7% increase = \$10,748.15 and "rounded" to \$10,750)

(d) In the event that EHA premiums increase more than 7% during either years two or three of this agreement, the School District will pay the actual calculated premium amounts.

(e) Payments shall be made on or about September 20 of 2020, 2021, and 2022.

3. Income Tax Consequences: The payments are made as nonelective contributions to the School District's 403(b) Plan, and under Section 1.403(b)-4(d)(1) of the Treasury Regulations, the former employee is deemed to have includable compensation for the taxable year of the employee in which he or she ceases to be an employee and through the end of each of the next five (5) taxable years. The employer shall not make any withholding for income, FICA, or Social Security taxes from the employer nonelective contribution according to Code Section 403(b) and its accompanying Treasury Regulations. In the event the School District or a participant are called upon to pay the federal government or the State of Nebraska, or any other state or federal authority, sums or payments that were not but should have been withheld from or contributed in relation to the early retirement benefit, including retirement contributions, FICA, FUTA, or state or federal unemployment contributions, the participant shall indemnify and hold the School District harmless from any and all sums which it is called up onto pay, including the employee's and employer's share thereof and any and all penalties and interest arising from either the employee's share or employer's share thereof.

4. COBRA Rights: Pursuant to COBRA, a participant will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18) months following resignation of employment upon payment by the employee of the monthly insurance premiums.

E. WAIVER AND RELEASE OF CLAIMS

Employees who participate in the TERIP shall be required to waive and release the School District from claims and rights as provided for in the Application and Agreement adopted as a part of this TERIP policy. The Superintendent shall give the requisite notices to eligible employees as required by law in order for the waiver and release to be fully enforceable.


The Superintendent shall deliver to all eligible certificated employees a copy of this TERIP Policy and a copy of the attendant Application and Agreement at least forty-five (45) days prior to the application deadline and provide eligible employees any additional information required by law.

A copy of the Application and Agreement shall also be made available at the Superintendent's office.

F. TERM OF PROGRAM

The TERIP program and policy, and all benefits provided herein, have been repealed and shall expire and be of no force and effect as of August 31, 2020.

DATE	9-11-19
BUILDING	CMS
PROGRAM	Building
PRINCIPAL/DIRECTOR SIGNATURE	<i>Amy Haynes</i> (signed electronically) AH
Description of materials to surplus: 79 old desks-- CMS got new desks and no longer has a need for these desks	

IMAGE INSERTED (If available)	DESCRIPTION	HOW WILL ITEMS BE DISPOSED OF
To insert an image here, place your cursor in this box and select insert from the menu bar, then select image and choose the appropriate image.	Give a description and the reason the item is being declared surplus property.	Examples: trash, recycle, donated, etc. Items being moved to other CPS locations should not be declared surplus property.
	Old desks (similar to this picture)	Recycle or sell

