

Board Retreat 2023

Mission: "Engaging All Learners to Achieve Success"

The Board Retreat 2023 started at 6:00 PM on Monday, August 14, 2023. The meeting was held at Ramada Columbus River's Edge Convention Center
265 33rd Avenue
Columbus, NE 68601

Candace Becher: Present

Mark Brown: Present

Michael Jeffryes: Present

Doug Molczyk: Present

Theresa Seipel: Present

Douglas Willoughby: Present

I. Board Retreat

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

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

I.E. Board Action

I.E.1. Approval of Special Education Case Management Contract from Hello Hero

Jason Harris, Director of Student Services and Special Education shared the information regarding the Hello Hero Contract. Mr. Harris said this is a temporary solution because special education teachers are hard to find at this time. This service would handle scheduling IEP meetings, writing the plan, writing the IEP and the final summary reports. The long-term subs that have been hired need support. About 80% of the cost would be reimbursed through state aid. Mr. Harris said if this contract is approved he wants to move forward with the process of getting these people onboard.

I.F. Board Discussion

I.F.1. Values

Troy Loeffelholz, Superintendent, talked about the questions that would be asked of many groups. Eventually, we will decide on what the mission and vision of Columbus Public Schools will be for the future. Dr. Loeffelholz said we want the hard working people of Columbus to share their values. He said a few years ago when we discussed values, the top three in every group polled were family, faith and relationships. We needed to incorporate that into the strategic plan.

I.F.2.4 Questions to ask this Fall

What does CPS do well?

Strong academic program

Responds to student needs

Includes all students regardless of ability

Student centered

Ability to make pivots and take big swings

Strong stem program

Adapt to national needs (local)

Collaborate with the community

Offer a great variety at CHS and CMS

Students feel safe and belong to a peer group.

Opportunities for all kids with different economic backgrounds

Willingness to change direction when needed

Good cost per student-good and good stewards of tax money.

Listens to stakeholders, good or bad

We ask for teachers' input in a variety of ways.

Systematic meetings for communications

Implementation of the performance model at all levels

Make decisions made on our value system, pretty well aligned
Offer social emotional support
Positive relationship with non-public schools
Still hiring quality teachers in an era of shortage of teachers
Supportive board
What could CPS do better?
Engage stakeholders
Help young families with parenting
Community trust both ways-Cultural differences
Building stronger relationships
Get better at social/emotional, shortage of therapists in Columbus-partnership with the hospital Not reaching family level. We are supporting the student.
Teach kids to have grit, they can handle problems that come up, teach perspective.
Resilience, Preventative measures
MTSS training-Tier 1- be better prepared
Share the positive things, tell our stories
Retaining good staff-recruit current students, sell our profession
Hard to fill positions need to be competitive. Location is a big deal
Emphasis on student responsibility
Reach out to minorities
CPS be more proactive with helping our teachers.
Support older teachers
Engaging the retired teachers with younger generation of teachers. Provide all staff with a mentor
Leadership diversity
Teacher diversity

What should CPS be known for?
Diversity/Inclusion
Strong education for all students at every level with different backgrounds
Preparing students for college or workplace
CPS destination job
Develop readiness to go to college or trade at graduation
Promote overall graduation rate
Known for completion
Engaging with partnerships
Commitment to early childhood through grade 12
Caring staff from all staff levels
What qualities or abilities should a CHS grad possess?
Ability to get tasks done in a timely manner
Work ethic
Self advocates
Civic minded, contribution and functioning member of their community
Ability to problem solve
Communicate in all modes-speaking, listening, writing
Ability to join the workforce

Ability to be accepted to college of choice and succeed
Being independent adults
Have a minimum ACT
Qualify and ability to attend any NE college
Know how to promote themselves and engage responsibility with technology
Ability to use AI, and not abuse it, independent thinker
Embrace all the technology
Ability to write, to think, to act appropriately
Speak intelligently
Ability to speak in public
Tasks done in a timely manner
What core values do we believe in?
Family, Faith, Community
Individual responsibility
Treat everyone with respect
Relationships and honesty
Hard work
Helping others
Loyalty
Civic responsibility
Team player
Citizenship
Commitment
Diversity
Character

I.F.2.1. Board Input Questions, Concerns, Ideas

I.F.2.2. Draft Schedule

I.F.3. Who do you want to lead us in this conversation?

Dr. Loeffelholz talked about who should lead this conversation. He said districts are hiring someone to help build a plan around the committee's thoughts and ideas. He will make some calls and do some research on who provides these services.

I.F.3.1. NASB

Dr. Loeffelholz said that NASB offers this service, he will call to get some information and cost.

I.F.3.2. Brandon Sak

Dr. Loeffelholz offered this person as an option, CPS Foundation used him to guide them through the process of creating their strategic plan.

I.F.3.3. District Leadership

I.F.4. Next Steps?

Discussion on next steps includes a list of groups that we will want to engage in

conversation.

I.F.4.1. Bond Issue/Facilities, etc.

Dr. Loeffelholz asked the board to provide the feedback they have heard about the bond issue:

Much of the discussion was about high property valuations.

It was the wrong time to ask the community for money.

It was too fast.

Some people dropped of their ballot the same time they were paying property taxes.

I.G. Executive Session

I.H. Adjourn

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, August 14, 2023.

President

Secretary

To: Dr. Troy Loefelholz and the Board of Education
From: Dr. Chip Kay and Mr. Jason Harris
Date: August 2023
Re: Special Education Case Manager Contract

Chip and I are recommending the board consider and approve a contract by HelloHero that will give CPS special education staff support with paperwork and data collection by adding two contracted case managers.

HelloHero hires qualified candidates that can help school districts manage the paperwork that is required by all special education staff. Case Managers provided by HelloHero will complete the following tasks: scheduling the IEP meeting, running the IEP meeting, completing the required IEP paperwork, finalizing the IEP paperwork, collecting student data, and completing quarter progress reports. This will all be done with the collaboration of CPS staff.

Currently at CPS, we have caseloads running between 38-40 students per teacher on top of a special education teacher shortage at CMS. We also have pockets of high caseloads at our elementary schools. By contracting with HelloHero, the case managers HelloHero hires can take the burden of completing some of the paperwork off the CPS case managers so they can support our students.

The cost of two two case managers provided by HelloHero is \$210,160. A percentage of this is reimbursable by the state. Dr. Kay and I were able to collaborate and find funding to provide this support for this year.

Let us know if you have any questions.

Sincerely,

Dr. Chip Kay and Mr. Jason Harris



SERVICES AGREEMENT

WHEREAS this Agreement is made:

ON

Date of Agreement: _____

BETWEEN

Contracting Entity:

Columbus Public Schools

Name

2508 27th Street

Street Address

Columbus, NE 68601

City, State Zip

Program Being Served:

"Same as Contracting Entity"

Name

" "

Street Address

" "

City, State Zip

Herein referred to as **"Customer"**

AND

Enable My Child, Ltd., DBA HelloHero
26 Hill Street, #115
Southampton, NY 11968

Herein referred to as **"HelloHero"**.

WHEREAS **HelloHero** will provide online Services to **Customer** subject to the terms and conditions detailed in this Agreement. **HelloHero** affirms that it has the qualifications, experience, and abilities to provide the requested online Services to **Customer**.

THEREFORE, **Customer** and **HelloHero** agree as follows:

I. DEFINITIONS

- A. "Services" – online educational and medical related services to include, but not limited to:
 - 1. Occupational Therapy
 - 2. Physical Therapy
 - 3. Speech Therapy
 - 4. Psychology Services
 - 5. Behavioral Services
 - 6. Mental Health Services
 - 7. Classroom Educator Services
- B. "Agreement" - This Services Agreement between Customer and HelloHero
- C. "Consumer" – individuals, both children and adults, determined to qualify for requested online services.
- D. "Provider" – therapist or educator providing online services to a Consumer
- E. "Start Date" – actual date service provision will begin.
- F. "Term" – the initial term, together with any renewal term(s)
- G. "Session" – scheduled visit with a Provider

_____Initials of Customer's Authorized Representative confirm agreement to terms on this page.

II. SCOPE OF WORK

- A. **HelloHero** will provide **Customer** with the online Services listed on the **HelloHero** Online Services Price List attached hereto as Schedule "A".
- B. Term and Schedule - Licensed/certified therapists and/or educators will provide all online Services for the duration of the term established in Section-5 of this Agreement. Online Services will be provided on days in accordance with **Customer's** approved schedule.
- C. Definition of Services - Full-time, part-time, and hourly online Services as requested by **Customer**:
 - 1. Limitations - Provided to Consumers who are authorized by **Customer**, not to exceed the state mandated caseload cap unless agreed upon by both **Customer** and **HelloHero**. All online Services will be provided via teletherapy unless otherwise agreed in writing by both **Customer** and **HelloHero**.
 - 2. Direct Services - **HelloHero** will provide direct online Services while directly interacting with the Consumer which may include, but are not limited to, prescribed therapies, standardized assessments, observations, data gathering, and consultations as referred by **Customer** as well as participation in applicable meetings, including, but not limited to evaluations, team reports, and individualized planning meetings, as requested by **Customer**.
 - 3. Indirect Services - **HelloHero** will provide indirect services while not directly interacting with the Consumer which may include, but are not limited to, planning of services, maintaining adequate documentation of all online Services provided, including, without limitation, initial and periodic evaluations, recommended service plan(s), and responsiveness to online Services.

III. REPRESENTATIONS AND WARRANTIES

- A. **HelloHero** or, if applicable, its employed or contracted Provider, is duly licensed in the state and discipline for the online Services specified. **HelloHero** shall immediately notify **Customer** in the event an applicable license is suspended or revoked, or a licensee is placed on probationary, provisional, or other limited or conditional status.
- B. **HelloHero** operates as a business, and regularly makes its online Services available to other clients or the public and has the required means and requisites of conducting business.
- C. **HelloHero** has and shall maintain for itself and for its Providers, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate, commercial general liability insurance in a minimum amount of \$1 million per occurrence. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement.
- D. **Customer** has the authority to enter into this Agreement and to fulfill all obligations hereunder.

IV. START DATE

The Start Date shall mean one of the following:

- A. Actual date on which online Services are first provided by **HelloHero** to **Customer** under this Agreement.
- B. For schools – up to sixty (60) days, but as soon as possible, after this Agreement has been executed if this Agreement is executed during **Customer's** school year. This Agreement covers online Services will be provided during **Customer's** regular school year, based on their school calendar, unless stated otherwise in Schedule "B" – Detailed Scope of Work.
- C. For schools - up to sixty (60) days, but as soon as possible, after the first day of **Customer's** school year if this Agreement is executed outside of **Customer's** school year. This Agreement covers online Services will be provided during **Customer's** regular school year, based on their school calendar, unless stated otherwise in Schedule "B" – Detailed Scope of Work.

V. LENGTH OF AGREEMENT

The initial term of the Agreement shall be from August 1, 2023 (the Effective Date) until July 31, 2024. Thereafter, the term may be renewed by the written agreement of the parties for one or more renewal terms. Customer acknowledges that the terms of this Agreement, including the rates set forth on Schedule "A", will be subject to change after the initial term and each renewal term.

VI. COMPLAINT RESOLUTION

Provider Complaint Resolution Process

1. **Customer** agrees to notify **HelloHero** if **Customer** becomes aware of a performance issue related to the Services. **HelloHero** and **Customer** agree to follow all federal, state, and local law with respect to providing required leaves and accommodations.
2. **HelloHero** agrees to address any reported performance issue within seven (7) days **Customer** that the performance issue has been addressed.
3. When applicable, HelloHero will contact **Customer** to review the status of the performance issue approximately thirty (30) days after **HelloHero** addresses the performance issue with the Provider.
4. If a performance issue is not resolved, or if there is a second performance issue with the same Provider during the same the school year, **HelloHero** will use its best efforts will take appropriate action to replace the Provider within 60 days of the last complaint.

VII. TERMINATION

HelloHero and/or **Customer** may terminate this Agreement with a minimum of sixty (60) days advance written notice to the other party. Prior written notice must be given for each Service and/or Provider for which termination is being requested. Requests for the termination and/or replacement of a Provider must be preceded by completion of the Provider Complaint Resolution Process described in Section VI above. The termination of this Agreement shall be without prejudice to the obligations which one party owes to the other party hereunder as of the time of such termination, including provisions that by their nature are intended to survive termination.

VIII. RATES AND CHARGES

- A. **HelloHero** will provide **Customer** with online Services consistent with the **HelloHero** Online Services Price List– Schedule "A".
- B. **Customer** agrees to pay **HelloHero** the defined fees for online Services provided under this Agreement and Schedule "A".
- C. **HelloHero** shall invoice **Customer** at an hourly/daily/annualized rate for each Provider for the term of this Agreement, to be billed monthly.
- D. Full-time online Services can include other tasks-that **Customer** and **HelloHero** agree upon, that are above and beyond the 8-hour workday or, that are in addition to the established **Customer** approved schedule. Should **Customer** require online Services in addition to the approved schedule, **Customer** will be invoiced at a rate that represents one and a half times the Provider's normal hourly rate.
- E. Billable, Incomplete Sessions
 1. **HelloHero** shall invoice **Customer** for billable incomplete sessions through our Asynchronous Program (HOURLY online Services ONLY) equivalent to the time/amount of the service scheduled. (SEE Online Services Price List - Schedule "A")
 2. No Shows: If the Consumer is not present at the session and there is no contact from the Consumer at least 4 hours prior to a session, to cancel, the Provider will try to reach the Consumer via text or phone call. If the call/text is not answered or the session does not take place, the session will be invoiced as a billable "no-show".
 3. Billable Cancellations: If a Consumer cancels their Session less than 24 hours prior to the scheduled time and does not want to reschedule or is unable to reschedule based on either the Provider's or Consumer's availability, the session will be invoiced as a billable cancellation.
- F. Non-Billable, Incomplete Sessions
 1. **HelloHero** shall not invoice **Customer** for non-billable incomplete sessions

2. Non-Billable Cancellations (for schools only): If a Consumer is unable to participate due to an unplanned/unexpected school schedule, holidays, or school closure the session will be considered a non-billable cancellation and no charges will be incurred.
 - G. **Customer** is responsible for paying both direct and indirect services billed according to the Attached Schedule "A" which will include, but are not limited to:
 1. Documentation time
 2. Communication time
 3. File review time
 - H. **Customer** is responsible to pay for Provider training/in-service/professional development, and the time spent to complete them, which are requested/required by Customer's state and/or **Customer**.
 - I. **Customer** is responsible for purchasing and distributing any/all needed therapy tool kits for/to students.
 - J. Provider Onboarding Fee – **HelloHero** will complete an Employee Background Screening for each Provider assigned to **Customer**. This screening will include the following:
 1. County Criminal Search (7 years)
 2. National Criminal Search
 3. Sex Offender Search
 4. Social Security Number Trace
 5. Global Watchlist SearchAdditional background screenings are available at the request of **Customer** for the fee(s) listed in Schedule "A".
 - K. Student Onboarding and Support Fee – a monthly per student fee will be charged to cover the student's onboarding and support. This fee is listed in Schedule "A" of this Agreement.
 - L. The Federal standard mileage rate shall be charged for any Provider required to travel during their assignment. Travel of less than 20 minutes will be billed mileage only. Travel equal to or greater than 20 minutes will be billed both time and mileage.
- IX. **INVOICING**
- A. Hourly Services - Charges for hourly online Services shall be billed monthly by **HelloHero** in the month following the delivery of online Services. **Customer** shall remit the amount specified in any such bill within fifteen (15) calendar days after its receipt thereof.
 - B. Annualized Services - Services for annualized Providers will be billed in monthly installments at the beginning of the service month. **Customer** shall remit the amount specified in any such bill within thirty (30) calendar days after its receipt thereof.
 - C. Proration of Annualized Services - Prorated monthly billings will only be considered when Provider services are unavailable to **Customer**.
- X. **LATE FEES**
- The balance of any amount, due from **Customer**, which remains unpaid more than thirty (30) days after it is due to **HelloHero** shall accrue interest until paid at the rate equal to the lesser of five percent (5%) per calendar month or the maximum amount allowed under Applicable Law. However, in no event shall this interest provision be construed as a grant of permission for payment delays.
- XI. **DEFAULT**
- Should **Customer** default in payment of the invoices, **HelloHero** retains all rights and remedies available in equity and law for breach of this Agreement, including the right to terminate this Agreement and suspend the provision of the Services.
- XII. **CONFIDENTIAL INFORMATION, FERPA AND HIPAA**
- A. "Confidential Information" means the following information, in whatever form or medium, whether or not designated or marked "CONFIDENTIAL":
 1. all information about Consumers of the online Services
 2. all information concerning pricing policies **HelloHero**;

3. all financial information concerning either party;
4. information concerning the marketing programs and strategies of **HelloHero**;
5. the terms of this Agreement;
6. all information that is designated by the party disclosing such information as confidential (by legend or other reasonable means); and
7. all information that a reasonable person would recognize as confidential or proprietary in nature.

Confidential Information includes the existence of this Agreement and any information that qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act.

- B. A party receiving ("Recipient") Confidential Information of the other party ("Discloser") agrees to maintain the secrecy and confidentiality of such Confidential Information. The Recipient will use Confidential Information only for purposes of performing the Recipient's obligations under this Agreement. The Recipient will only disclose the Confidential Information to its employees and agents as necessary in connection with the performance of its obligations under this Agreement and will not disclose Confidential Information to any other person or entity without prior written authorization from the Discloser. The parties will be responsible for compliance with the terms of this Section by their employees and agents. Confidential Information shall not include information that: (i) is proven to have been lawfully obtained by Recipient prior to disclosure by the Discloser, (ii) is or becomes available to the public through no fault or wrongful act of Recipient, (iii) is lawfully received by Recipient in good faith from a third party owing no duty of confidentiality to Discloser or (iv) is required to be disclosed by Recipient pursuant to applicable law if the Recipient has given prior written notice to the Discloser of the intention so to disclose such Confidential Information and has given the Discloser a reasonable opportunity to contest the need for such disclosure and to seek a protective order.
- C. FERPA: Any personally identifiable information about any Consumer which is disclosed to **HelloHero** pursuant to this Agreement, shall be used solely for the stated purposes of the disclosure to fulfill obligations under this Agreement and shall not be re-disclosed to any other party except to persons working for or on behalf of **Customer** who need the information to perform their professional responsibilities to **Customer**. Any other re-disclosure of such information by **HelloHero** may result in the termination of **HelloHero's** access to such information for a minimum period of five (5) years from the date of the improper re-disclosure.
- D. HIPAA: Notwithstanding any other provision of this Agreement to the contrary, the parties agree to comply with all applicable medical privacy laws and regulations pertaining to the confidentiality and security of medical records or patient health information, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations ("HIPAA"). If required under HIPAA, the parties shall enter into and maintain a BAA that complies with the requirements of HIPAA.
- E. **Customer** shall not share the terms of this Agreement with **HelloHero's** employees, subcontractors, representatives, or Providers, without express written consent from **HelloHero**, except such representatives of **HelloHero** that are involved in the negotiation and execution of this Agreement and representatives that are designated at **Customer's** point of contact with **HelloHero**.

XIII. PUBLICITY

No party hereto shall use the name of the other party or any of its Affiliates in any press release, advertising, publication, or promotional materials without the prior written approval of such party, which approval shall not be unreasonably withheld, conditioned, or delayed; provided that the foregoing shall not be deemed to restrict any party from making any disclosure required by applicable law or the rules of any applicable securities exchange.

XIV. INTELLECTUAL PROPERTY

HelloHero retains all rights to any materials created or distributed by HelloHero pursuant to this Agreement. HelloHero hereby grants to Customer a non-exclusive license to use, reproduce, distribute, or create derivative works from any materials created or distributed by HelloHero pursuant to this Agreement, internally within Customer and between it and its affiliates, customers, contractors, and others to the extent otherwise permitted or required by law. HelloHero understands and agrees that they are always acting and performing as an independent contractor. HelloHero is expected to use HelloHero's own equipment, supplies and tools unless specifically stated otherwise. HelloHero understands and agrees that it is not an agent or employee of Customer by virtue of this Agreement. HelloHero will perform the requested online Services under the general direction of Customer, but will determine, in its reasonable discretion, the manner and means by which the online Services are accomplished.

XV. NO HIRE AGREEMENT

In the absence of written consent from HelloHero, during the term of this Agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, Customer shall not, except with written consent of HelloHero, directly or indirectly employ or engage as a consultant or contractor any person who, during the year immediately preceding such hiring or engagement, has been an employee or independent contractor of HelloHero or an affiliate of HelloHero assigned to provide Services under this Agreement. The parties acknowledge that it would be difficult to ascertain the losses and replacement costs sustained by a breach of this no hire provision and, that in the event of Customer's breach of this provision, HelloHero may require Customer to pay HelloHero, as liquidated damages, an amount equal to two hundred fifty percent (250%) of the applicable service provider's annualized compensation. Customer acknowledges and agrees that the amount of these liquidated damages is reasonable and that this provision may be enforced in a court of competent jurisdiction in the State of Delaware. Payment of these liquidated damages shall be made within fifteen (15) days of the hire of said service provider.

XVI. MODIFICATIONS OF AGREEMENT

Any modifications or amendments to this Agreement will be binding if evidenced in writing and signed by each party.

XVII. NOTICE

All notices or demands required by and permitted by terms of this Agreement will be given in writing and delivered to the parties.

XVIII. TIME IS OF THE ESSENCE

No extension or variations of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

XIX. INTEGRATION

This Agreement contains the entire agreement and understanding by and between Customer and HelloHero and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect. The parties agree that this Agreement does not create a joint venture or a partnership between them.

XX. INDEMNIFICATION

A. Each party (as the "Indemnifying Party") shall indemnify, and hold the other party (as the "Indemnified Party"), and their officers, directors, affiliates, subsidiaries, agents, representatives and employees (the "Indemnitees"), harmless from and against all losses, including reasonable attorneys' fees and costs, incurred, suffered or paid by any Indemnitees arising out of or resulting from the Indemnifying Party's: (i) violation of law, fraud, willful misconduct, or gross negligence related to this Agreement or the Services; and (ii) breach or failure of the Indemnifying Party to perform its obligations under this Agreement. Indemnification under this Section shall be subject to the following conditions:

1. The Indemnified Party must promptly notify the Indemnifying Party of the claim.
 2. The Indemnifying Party shall have sole control of the defense and all related settlement negotiations, however, the Indemnified Party may participate, through counsel chosen by it, in the defense of any claim (at the Indemnifying Party's expense); and
 3. The Indemnified Party shall provide the Indemnifying Party with all necessary assistance, information, and authority, to fully investigate, defend and/or settle the claim.
- B. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the non-performing party.

XXI. SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

XXII. DISPUTE RESOLUTION

Any claim or dispute arising from, or relating to this Agreement or the Services will be: (a) governed by the laws of the State of Delaware, without regard to its conflicts of law provisions; and (b) resolved only by the sequential methods outlined in this Dispute Resolution Section, except that a Party may, at any time, seek equitable relief from the designated court(s) to prevent immediate or irreparable harm to it. First, the parties will meet at mutually agreed time(s) and location(s) to resolve in good faith any claim or dispute, after a party's written negotiation request. If the matter is not resolved within sixty (60) days after that request, then, on a party's written request, they will enter non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator having experience with the applicable industry. Finally, as a last resort, either party may commence litigation, but only in a federal or state court of competent jurisdiction in the State of Delaware. Each party consents to the Delaware courts' personal jurisdiction. Each party will bear its own costs in dispute resolution, except that if a party commences litigation, the losing party in that litigation will pay all the prevailing party's attorneys' fees, court costs, and other expenses related to that litigation. All negotiations are confidential and will be treated as settlement negotiations.

XXIII. LIMITED LIABILITY

Except for a breach of confidentiality or a breach of this Services Agreement, each party will not, under any circumstances, be liable to the other party for special, indirect, punitive, or consequential damages (including but not limited to, loss of profits) in any way related to the services, this Agreement, or its termination, regardless of the legal or equitable theory on which the damages are sought. Except for a breach of confidentiality or a breach of this Services Agreement, in no event shall a party's liability to the other party related to the services this Agreement or its termination exceed the actual fees paid by **Customer** to **HelloHero** during the twelve (12) month period prior to the date claim arose.

XXIV. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in multiple counterparts (including electronically), each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. An electronic copy of an executed signature page to this Agreement shall be deemed an original for all purposes.



SCHEDULE A – 2023-2024 Online Services Fee Schedule

<u>Related Services</u>							
Applied Behavior Analysis – BCBA (<i>monolingual</i>)	\$95/hour						
Audiology (<i>monolingual</i>)	\$95/hour						
Dyslexia Support & Screening (<i>monolingual</i>)	\$95/hour						
Occupational Therapy (<i>monolingual</i>)	\$95/hour						
Orientation & Mobility (<i>monolingual</i>)	\$95/hour						
Physical Therapy (<i>monolingual</i>)	\$95/hour						
Speech - Language Pathology (<i>monolingual</i>)	\$95/hour						
Therapy Assistant – COTA, PTA, SLPA, ABA-CBT, etc. (<i>monolingual</i>)	\$90/hour						
<u>Therapy Services</u>							
Counseling/Social Work – Board Licensed (<i>monolingual</i>)	\$95/hour						
Counseling/Social Work – Other (<i>monolingual</i>)	\$90/hour						
School Psychology (<i>monolingual</i>)	\$125/hour						
Educational Diagnostician (<i>monolingual</i>)	\$125/hour						
<u>Teaching Services</u>							
Special Education Teacher/Intervention Specialist or Case Manager (<i>monolingual</i>)	\$90/hour						
Teacher - Visually Impaired or Deaf and Hard of Hearing (<i>monolingual</i>)	\$95/hour						
ELL Teacher	\$95/hour						
<u>Discounted Annualized Services (billed in equal monthly installments)</u>							
Related Services/Counseling-Board Licensed/TVI/DHH/ELL (<i>monolingual</i>) <table style="margin-left: 20px; border: none;"> <tr> <td style="padding: 2px 10px;">3 days/week (108 days)</td> <td style="text-align: right; padding: 2px 10px;">20% Discount \$65,448/year</td> </tr> <tr> <td style="padding: 2px 10px;">4 days/week (144 days)</td> <td style="text-align: right; padding: 2px 10px;">\$87,264/year</td> </tr> <tr> <td style="padding: 2px 10px;">5 days/week (180 days)</td> <td style="text-align: right; padding: 2px 10px;">\$109,080/year</td> </tr> </table>	3 days/week (108 days)	20% Discount \$65,448/year	4 days/week (144 days)	\$87,264/year	5 days/week (180 days)	\$109,080/year	
3 days/week (108 days)	20% Discount \$65,448/year						
4 days/week (144 days)	\$87,264/year						
5 days/week (180 days)	\$109,080/year						
School Psychology and Education Diagnostician (<i>monolingual</i>) <table style="margin-left: 20px; border: none;"> <tr> <td style="padding: 2px 10px;">3 days/week (108 days)</td> <td style="text-align: right; padding: 2px 10px;">24% Discount \$82,080/year</td> </tr> <tr> <td style="padding: 2px 10px;">4 days/week (144 days)</td> <td style="text-align: right; padding: 2px 10px;">\$109,440/year</td> </tr> <tr> <td style="padding: 2px 10px;">5 days/week (180 days)</td> <td style="text-align: right; padding: 2px 10px;">\$136,800/year</td> </tr> </table>	3 days/week (108 days)	24% Discount \$82,080/year	4 days/week (144 days)	\$109,440/year	5 days/week (180 days)	\$136,800/year	
3 days/week (108 days)	24% Discount \$82,080/year						
4 days/week (144 days)	\$109,440/year						
5 days/week (180 days)	\$136,800/year						
Special Education Teacher/Case Manager (<i>monolingual</i>) <table style="margin-left: 20px; border: none;"> <tr> <td style="padding: 2px 10px;">3 days/week (108 days)</td> <td style="text-align: right; padding: 2px 10px;">23% Discount \$60,048/year</td> </tr> <tr> <td style="padding: 2px 10px;">4 days/week (144 days)</td> <td style="text-align: right; padding: 2px 10px;">\$80,064/year</td> </tr> <tr> <td style="padding: 2px 10px;">5 days/week (180 days)</td> <td style="text-align: right; padding: 2px 10px;">\$100,080/year</td> </tr> </table>	3 days/week (108 days)	23% Discount \$60,048/year	4 days/week (144 days)	\$80,064/year	5 days/week (180 days)	\$100,080/year	
3 days/week (108 days)	23% Discount \$60,048/year						
4 days/week (144 days)	\$80,064/year						
5 days/week (180 days)	\$100,080/year						
Counseling-Other/Therapy Assistant (<i>monolingual</i>) <table style="margin-left: 20px; border: none;"> <tr> <td style="padding: 2px 10px;">3 days/week (108 days)</td> <td style="text-align: right; padding: 2px 10px;">23% Discount \$60,048/year</td> </tr> <tr> <td style="padding: 2px 10px;">4 days/week (144 days)</td> <td style="text-align: right; padding: 2px 10px;">\$80,064/year</td> </tr> <tr> <td style="padding: 2px 10px;">5 days/week (180 days)</td> <td style="text-align: right; padding: 2px 10px;">\$100,080/year</td> </tr> </table>	3 days/week (108 days)	23% Discount \$60,048/year	4 days/week (144 days)	\$80,064/year	5 days/week (180 days)	\$100,080/year	
3 days/week (108 days)	23% Discount \$60,048/year						
4 days/week (144 days)	\$80,064/year						
5 days/week (180 days)	\$100,080/year						
<u>Volume Discounting</u>							
Additional 5% discount on the above annualized rates Removal of Provider Onboarding and Student Onboarding and Support fees							
For hires of 5 full-time positions or more. The 5 FTE's can be cumulative across all disciplines, but each position must be full-time to be considered for this additional volume discounting.							

_____Initials of Customer's Authorized Representative confirm agreement to terms on this page.



SCHEDULE A – 2023-2024 Online Services Fee Schedule

Evaluation Services (for providers working hourly)	
Applied Behavior Analysis – BCBA (<i>monolingual</i>)	\$339/evaluation
Audiology (<i>monolingual</i>)	\$339/evaluation
ELL Teacher	\$339/evaluation
Occupational Therapy (<i>monolingual</i>)	\$339/evaluation
Orientation & Mobility (<i>monolingual</i>)	\$339/evaluation
Physical Therapy (<i>monolingual</i>)	\$339/evaluation
Speech-Language Pathology (<i>monolingual</i>)	\$339/evaluation
Special Education Teacher/Intervention Specialist or Case Manager (<i>monolingual</i>)	\$339/evaluation
Teacher - Visually Impaired or Deaf and Hard of Hearing (<i>monolingual</i>)	\$339/evaluation
Counseling/Social Work – Board Licensed (<i>monolingual</i>)	\$339/evaluation
Psychology/Diagnostician Single Standard Evaluation (<i>monolingual</i>) (i.e. BASC, BROWN, Vineland, GARS, ASRA, etc.)	\$365/evaluation
Psychology/Diagnostician Single Intensive Evaluation (<i>monolingual</i>) (i.e. WIAT, WISC, FBA, etc.)	\$500/evaluation
Psychology/Diagnostician Comprehensive Evaluation (<i>monolingual</i>) (includes Cognitive, Achievement and 2 Single Standard Assessments)	\$1,563/evaluation
Additional Services (for providers working hourly)	
Assistive Technology	\$95/hour
Group Therapy (First student = full hourly rate of provider, Each additional student = 60% of providers hourly rate per student)	Hourly rate of provider plus 60% of hourly rate/additional student
Interpreter Services	\$79/hour
Indirect Activities – IEP Prep, Documentation, Staff Consultation, File Reviews, etc.	Hourly rate of provider
Progress Reporting	\$39/report
Cancellations and No Shows (for providers working hourly)	
Asynchronous Session –Provider will remain online for entirety of session and actively work on the student’s and school’s behalf.	Hourly rate of provider
No Show / Billable Cancellation – Therapy or Evaluation (Session cancelled with less than 24-hour notice or a no show)	Hourly rate of provider
Miscellaneous One-Time Fees/Service Charges	
Provider Onboarding (based on Customer’s requested service(s)) Placement Background Screening FBI Background Screening State Background Screening Customer Additional Requested Screening(s)	No Charge/Included \$150/provider \$60/provider Based on actual cost
Recruiting Fee for Classroom Aide (to be hired directly by school)	\$1,000/provider
Student Onboarding and Support Fee	\$10/student/month
Trainings (Customer and/or state requested/required)	Hourly rate of provider

Bilingual Provider Premium	18% on all services
Prime State Premium	10% on Therapy and Related Services providers for AZ, CA, CO, GA, MI, MN, MT, NY, OR, WA
Face-to-Face Premium	20% on all services when this option is available and agreed to by all parties

_____Initials of Customer’s Authorized Representative confirm agreement to terms on this page.

SCHEDULE B - Detailed Scope of Work

Online Services Requested

Service Name	Scheduling (Full-Time, Part-Time, Hourly or Project)	No Show Billing	Asynchronous Sessions	Limitations or Required Pre-Approvals
<i>Special Education Teacher/Case Manager</i>	<i>Full-Time</i>	<i>No</i>	<i>No</i>	<i>FTE = 2 (5 days/week/provider)</i>

Details of Agreement (This document represents initial conversations and can be adjusted, at any time, through a Rider connected to this Agreement.):

Standard Call-Outs:

- ~ Providers will be available to begin supporting students, 60 days, or as soon as possible, following receipt of a fully executed contract.
- ~ Please review *Miscellaneous One-Time Fees/Service Charges* on page 9 for additions to pricing for 2023-2024.
- ~ Pricing per Schedule A.

Customer Specific Call-Outs:

- ~ Annualized full-time provider services will be billed out in even monthly installments across 10 months for full year providers.

Rate Call-Outs:

- ~ Student Onboarding and Support Fee = \$10.00/month/student
- ~ Special Education Teacher/Case Manager (full-time) = \$10,008.00/month/provider for 10 months

_____Initials of Customer's Authorized Representative confirm agreement to terms on this page.



Services Agreement Signature Page

IN WITNESS WHEREOF, the parties, through their authorized representatives, acknowledge that they have carefully reviewed and fully understand the contents of all the provisions of this Services Agreement and the legal implication set forth by them.

Customer

(Authorized Representatives)

Customer Signature

Printed Name and Title

Date

Customer Signature *(optional)*

Printed Name and Title *(optional)*

Date *(optional)*

Customer Signature *(optional)*

Printed Name and Title *(optional)*

Date *(optional)*

Customer Signature *(optional)*

Printed Name and Title *(optional)*

Date *(optional)*

HelloHero

(Authorized Representatives)

HelloHero Signature

Printed Name and Title

Date

Draft Copy

Strategic Planning

Fall of 2023 - Survey to multiple participants

Include staff, parents, students, community leaders, Perkins Advisory, etc.)

1. What do Columbus Public Schools do well?
2. What could Columbus Public Schools do better?
3. What should Columbus Public Schools be known for?
4. What qualities or abilities should a Columbus High School graduate possess?
5. What core values do we believe in?

Fall/Winter 2023-2024 - Stakeholder focus groups

Include Administration, teachers, support staff, parents, business community, retired staff, foundation members, Community College

Questions for all groups:

1. What is working at CPS and needs to be watched, preserved, or encouraged and why?
2. In your opinion, what is something CPS should never change?
3. As a District, where do you think we have real advantages and momentum? Where are we leading?
4. What has CPS built that we do not want to lose?
5. Where do you see possible areas needing particular attention or development?
6. As we think of CPS in 10 years, what are your biggest hopes and worst fears for the school district?
7. Over the next 3-5 years, what would you like to see CPS:
8. Start doing?, Stop doing?, Continue doing?
9. What is CPS not doing we should consider doing?
10. What opportunities are CPS missing?
11. How do we want to define ourselves in the future?
12. What external forces do we want to be aware of as we set out to achieve our goals?
13. What do we want to be known for in the next 10 years?
14. What qualities or abilities should a CPS graduate possess?
15. Where should school leaders prioritize (spend) their time and effort?

Winter/Spring 2024 - Develop Strategic Plan

Summer 2024: Revisit Mission, Vision & Values

1. Mission : Why we exist
2. Vision: What we seek to become
3. Values: The foundation guiding our community's vision.
4. Based upon evidence and conversations from the two groups
5. What are our objectives (Goals)?
6. What are the strategies to those objectives?
7. How will we measure those outcomes?