

## Regular Meeting

**Mission:** "Engaging All Learners to Achieve Success"

The Regular Meeting started at 5:30 PM on Monday, April 15, 2024. The meeting was held at Kramer Education Center  
2410 16th Street, Suite A  
Columbus, NE 68601

Candace Becher: Absent

Mark Brown: Absent

Michael Jeffries: Present

Doug Molczyk: Present

Theresa Seipel: Present

Douglas Willoughby: Present

### I. Board Meeting

#### I.A. Call to Order

#### I.B. Roll Call of Board

Candy Becher and Mark Brown were excused from the meeting.

#### I.C. Pledge of Allegiance

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

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

I.E. Mission Statement

Doug Willoughby read the Mission Statement.

I.F. Opportunity for Public to be Heard

I.G. Board Special Functions

I.H. Presentations

I.H.1. CHS Presentation

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

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

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

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

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

I.J. Consent Agenda

I.J.1. Approval of Minutes

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

Chip Kay, Director of Finance and Human Resources talked about the financial reports. Financial Report M2-the Nutrition Fund is \$378,000.00 behind last year, there is \$89,000.00 in unpaid bills. The bill was not passed to turn these bills over to the collection agency. Dr. Kay said LPS just adopted a new policy for collections that he plans to review. CPS will

need to look at a way to serve alternative meals. The revenue report is where it should be at this time. There were a couple of curriculum payments and facility purchases that were paid from depreciation. Dr. Kay said there will be a bond fund payment coming soon. We have received less than half of the property tax that is expected, state aid runs out after June, and federal reimbursements have started to come in. M4 Expenditure report reflects the bulk of payments paid to payroll, Initiative One for the NexGen Leadership Academy, also noted a payment to Clay Hills Ag for fertilizer.

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

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

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

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

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

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

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

#### I.L. Curriculum and Instruction

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

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

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

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

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

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

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

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

##### I.M.2. Updates

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

I.N. Buildings & Sites/Technology

I.N.1. Administrative Functions

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

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

I.N.2. Updates

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

I.O. Student Services

I.O.1. Administrative Functions

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

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

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

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

I.O.1.3. Special Education Projection Numbers

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

I.O.2. Updates

I.P. Superintendent's Report

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

I.Q. Board Sharing

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

II. Executive Session

The board did not go into Executive Session.

III. Adjourn

The meeting was adjourned at 7:12pm.

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the preceding is a true and correct copy of the minutes of the Regular School Board meeting of Monday, April 15, 2024.

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President

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Secretary

# Columbus High School

Board of Education Presentation

# Columbus High School Staff



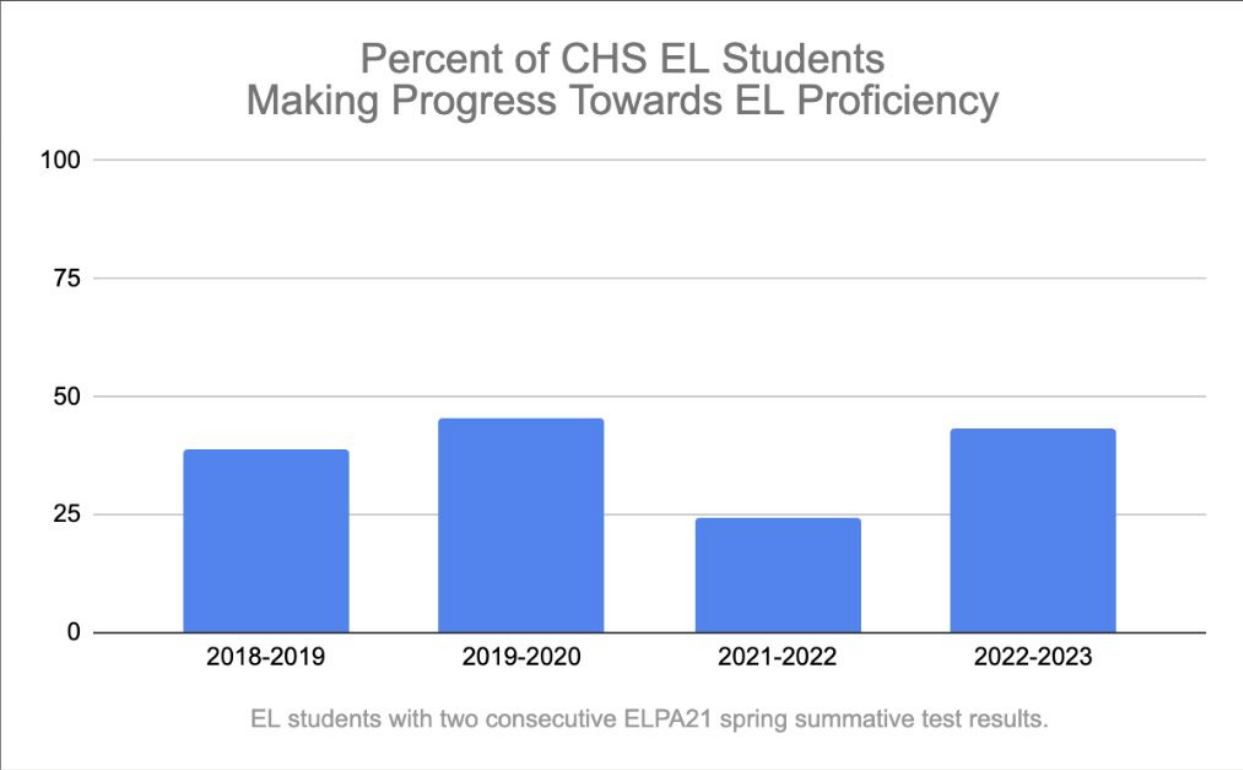
# 2023-24 New Certified Staff

- Jayson Klaumann - Math
- John Klemmensen - Math
- Dylan Loewe - Business
- Avery McKennan - Science
- Kaitlyn Meyer - English (2nd Semester)
- Dane Pedersen - Science
- Kelli Schoch - Science
- Nathan Sliva - Business
- Levi Vanden Bos - Math
- Jessie Wemhoff - English
- Wyatt Winchell - Social Studies

# CHS AQUESTT Classification

Columbus High School	
Year	State Classification
2017-2018	Good
2018-2019	Good
2020-2021	Good
2021-2022	Good
2022-2023	Good

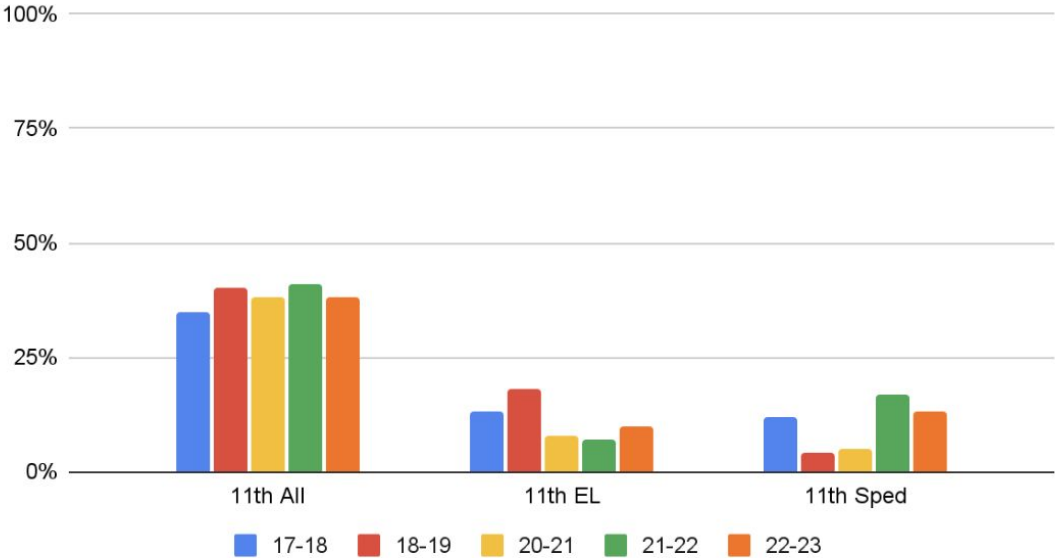
# ELPA21 Summative Assessment



Percent of CHS EL Students Making Progress Towards EL Proficiency	
2018-2019	38.81
2019-2020	45.51
2021-2022	24.47
2022-2023	43.3

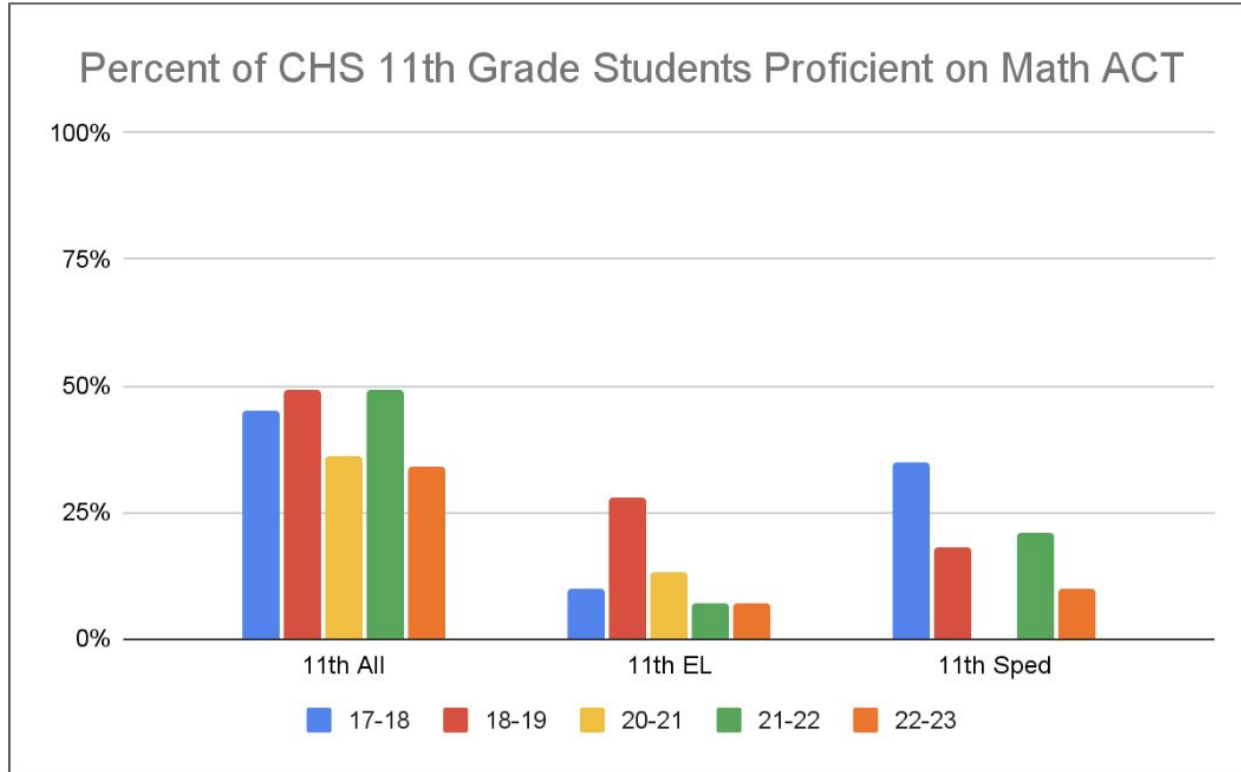
# ELA ACT

Percent of CHS 11th Grade Students Proficient on ELA ACT



Percent of CHS 11th Grade Students Proficient on ELA ACT			
Year	11th All	11th EL	11th Sped
17-18	35%	13%	12%
18-19	40%	18%	4%
20-21	38%	8%	5%
21-22	41%	7%	17%
22-23	38%	10%	13%

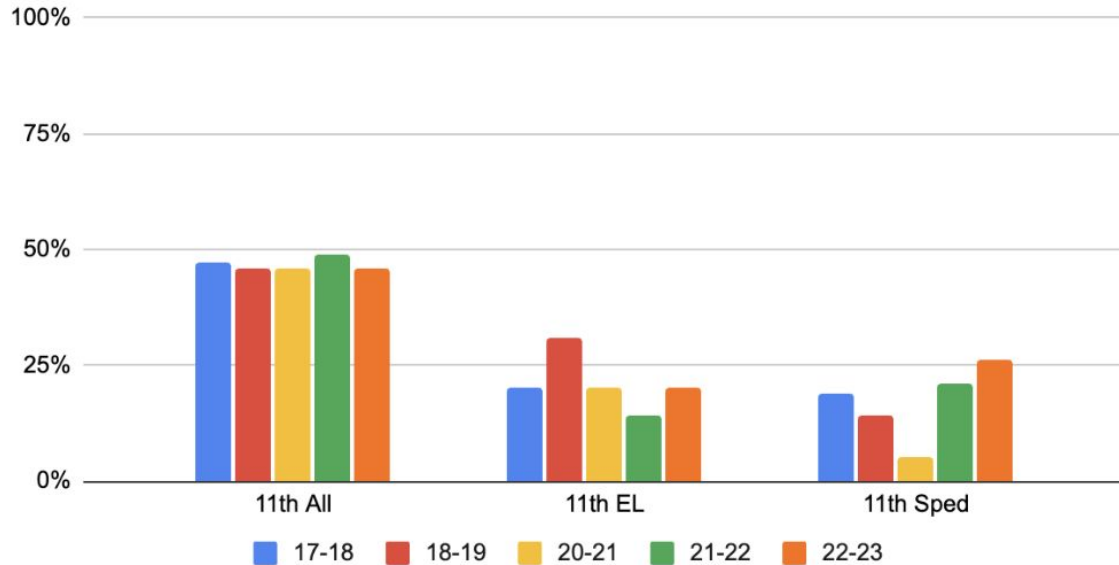
# Math ACT



	11th All	11th EL	11th Sped
17-18	45%	10%	35%
18-19	49%	28%	18%
20-21	36%	13%	0%
21-22	49%	7%	21%
22-23	34%	7%	10%

# Science ACT

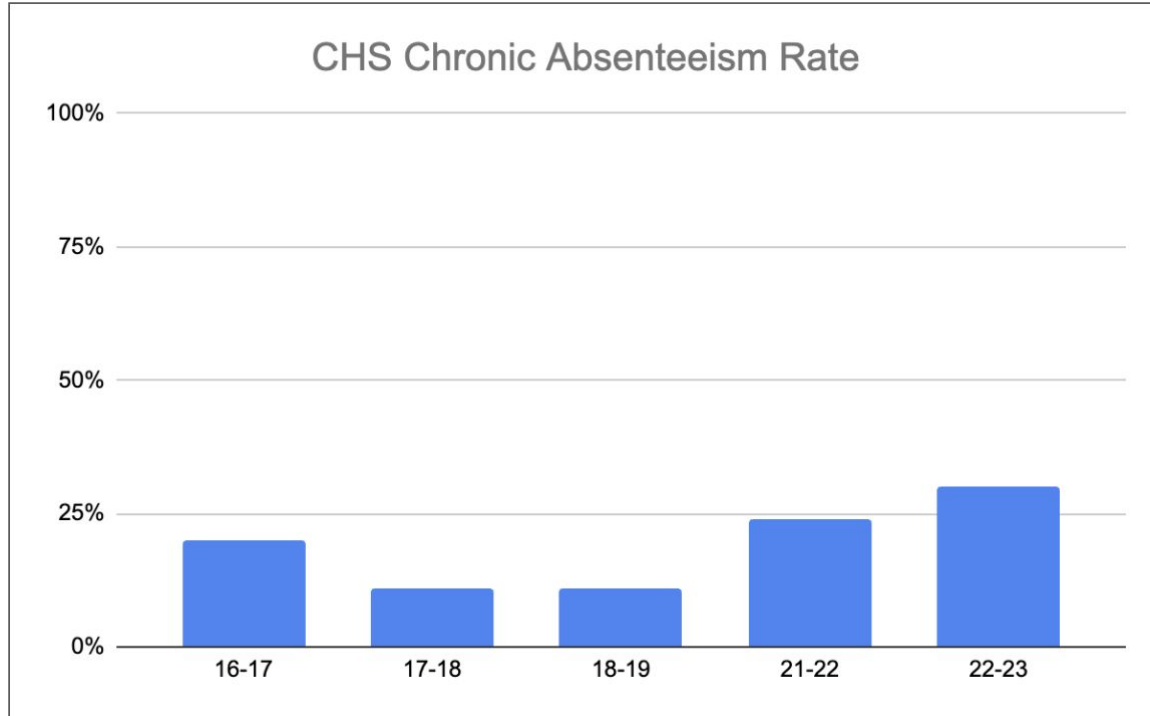
Percent of CHS 11th Grade Students Proficient on Science ACT



Percent of CHS 11th Grade Students Proficient on Science ACT

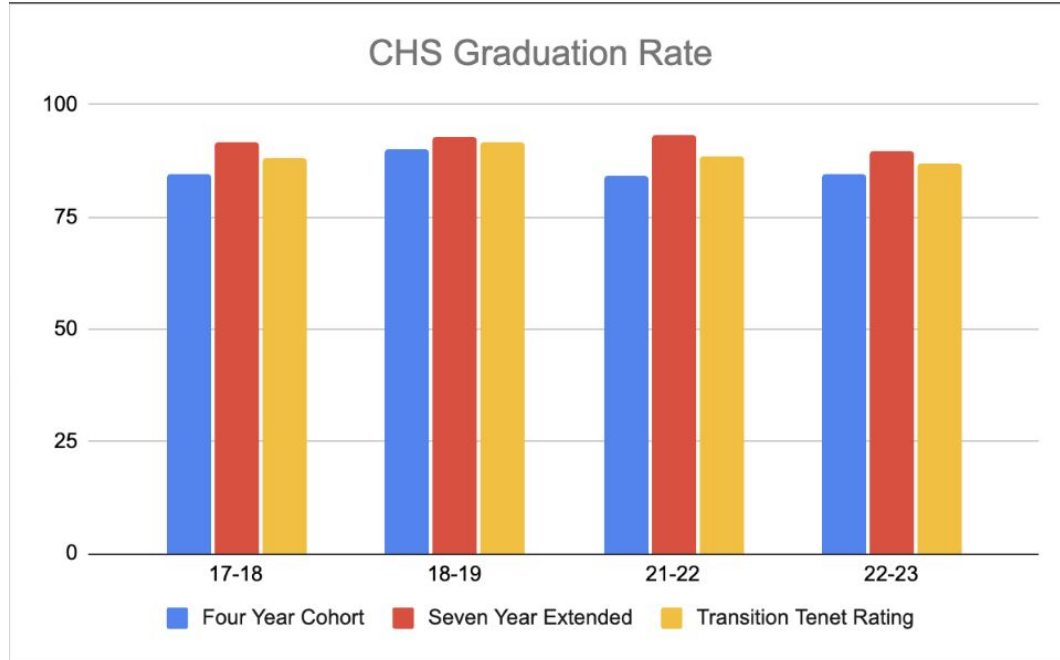
Year	11th All	11th EL	11th Sped
17-18	47%	20%	19%
18-19	46%	31%	14%
20-21	46%	20%	5%
21-22	49%	14%	21%
22-23	46%	20%	26%

# Chronic Absenteeism



CHS Percent of Chronic Absenteeism		
Year	Rounded Percent	Actual Percent
16-17	20%	20.16
17-18	11%	11.40
18-19	11%	11.07
21-22	24%	24.35
22-23	30%	29.69

# Graduation Rate



CHS Graduation Rates			
	Four Year Cohort	Seven Year Extended	Transition Tenet Rating
17-18	84.48	91.83	88.08
18-19	90.10	92.98	91.51
21-22	84.20	93.15	88.58
22-23	84.43	89.70	87.01

# CHS Non-Negotiables

[CHS Non-Negotiables](#)

# UpBeat Survey Results - Autonomy

3. AUTONOMY		86		14		COMPARED WITH: COLUMBUS SPRING 2024
Q7	Principals/Administrators at my school view teachers as experts.	85		15		+3
Q8	Teachers at my school have appropriate discretion over what they teach in their classes.	82		18		+4
Q9	Teachers at my school have appropriate discretion over how to teach their classes.	92		8		+3

# UpBeat Survey Results - Principal/Teacher Trust

4. PRINCIPAL/TEACHER TRUST		93		7	COMPARED WITH: COLUMBUS SPRING 2024
Q10	The principal at my school looks out for the wellbeing of teachers.	90		10	+12
Q11	I trust my principal.	94		6	+11
Q12	My principal backs me up when I need support.	93		7	+13

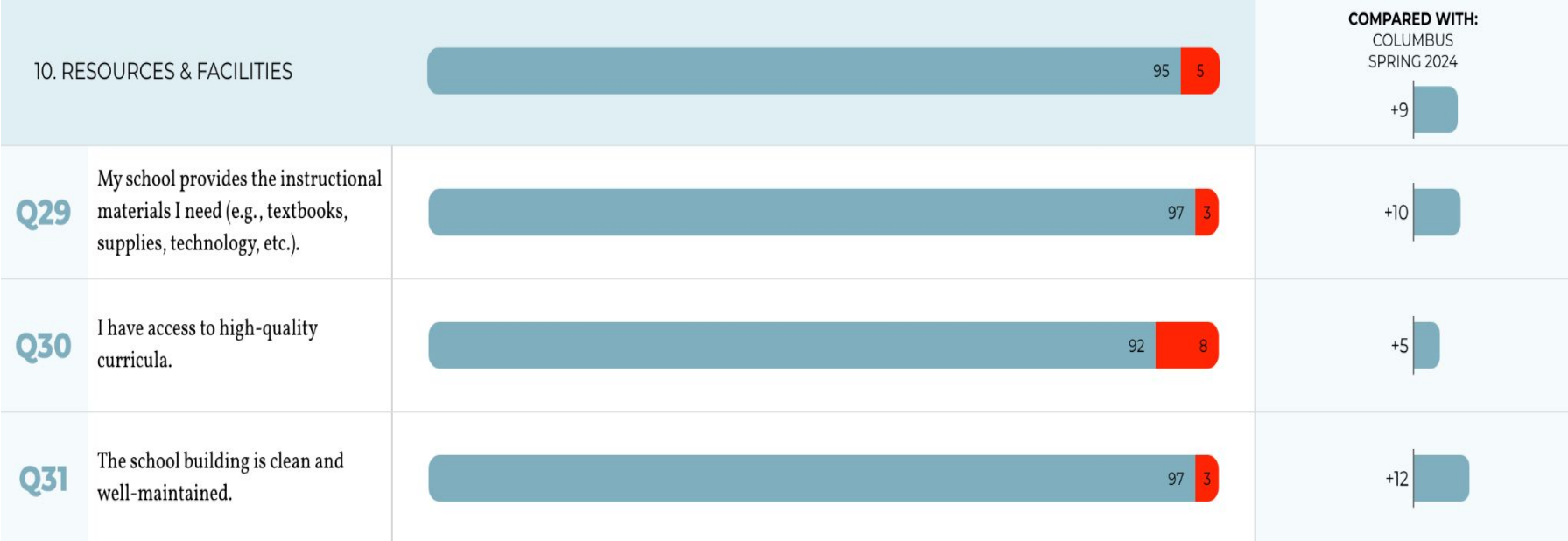
# UpBeat Survey Results - Instructional Leadership

5. INSTRUCTIONAL LEADERSHIP		91	9	COMPARED WITH: COLUMBUS SPRING 2024
Q13	The principal at my school communicates a clear vision for teaching and learning.	86	14	+9
Q14	The principal at my school uses data to monitor students' progress.	94	6	+4
Q15	The principal at my school is an effective instructional leader.	92	8	+15

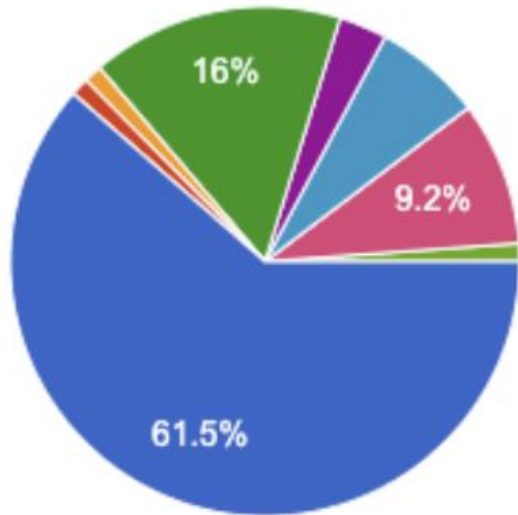
# UpBeat Survey Results - Appreciation

				COMPARED WITH: COLUMBUS SPRING 2024
5. INSTRUCTIONAL LEADERSHIP		91	9	+9
Q13	The principal at my school communicates a clear vision for teaching and learning.	86	14	+8
Q14	The principal at my school uses data to monitor students' progress.	94	6	+4
Q15	The principal at my school is an effective instructional leader.	92	8	+15

# UpBeat Survey Results - Resources and Facilities



# Class of 2023 - Post Graduation Plans



- Further My Education (Attend Post-Secondary School)
- Military
- Enter as a partner or employee in a family business
- Full-Time Job, not enrolling in post-se...
- Part-Time Job, not enrolling in post-se...
- Plan to take a gap year
- Other/Undecided
- Nursing

# 2023-24 Student Interest Survey: Career Pathways

1. Health Sciences - 34.9%
2. Human Services - 26.3%
3. Manufacturing - 26.3%
4. Architecture and Construction - 24.7%
5. Business Management and Admin - 23.5%
6. Communication Arts - 21.6%
7. Agriculture, Food, Natural Resource - 20.4%
8. Law, Public Safety - 20.4%
9. Marketing - 20.2%
10. Finance - 19.6%
11. Energy and Engineering - 15.3%

# Columbus High School Pathways

- Finance
- Entrepreneurship
- Marketing
- Business Technology
- Data Science
- Video Production
- Culinary Arts
- Early Childhood Education and Services
- Architectural Design
- Construction
- Engineering
- Manufacturing
- TDL Technician
- Health Sciences

# Columbus High School Certifications

- Microsoft Office Specialist
  - PowerPoint
  - Word
  - Excel
- W!SE Financial Literacy
- Linkages(level 1, 2, 3)
- OSHA 10
- Safe with You
- ServSafe
- Solidworks Level 1
- CPR
- CNA
- STOP the Bleed
- SNAP-ON
  - PMI 1-6
  - 525 Multi-Meter
  - B2000P Wheel Balancing
  - Battery Charging
  - Battery Maintenance & Engine Starting
  - Battery, Starting, & Charging System Diagnostic
  - Electronic Torque 1 and 2
  - Mechanical Torque 1 and 2
  - Solus Edge
  - Torque Applications & Procedures
  - Torque Electronic w/ ATECH2FR100B
  - Torque Mechanical
  - TPMS 4 & TPMS5
  - Shop-Key Pro Service & Repair Info 1
  - Shop-Key Pro & SureTrack Advanced 2
  - Introduction to Mechatronics

# Student Activities

- Bowling - NSAA State Champion
- Unified Bowling - NSAA State Runner-up



# Student Activities

- Brenyn Delano - NSAA State Champion
- Mason Petersen - NSAA State Champion





# Student Activities

- The Addams Family
- Look Who's Laughing



Regular Meeting  
Monday, March 18, 2024 5:30 PM Central

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

Candace Becher: Present  
Mark Brown: Absent  
Michael Jeffries: 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

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

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

I.E. Mission Statement

The Mission Statement was read by Doug Willoughby.

I.F. Opportunity for Public to be Heard

I.G. Presentations

I.G.1. Lost Creek Elementary Presentation

JP Holys, Lost Creek Elementary Principal shared information about Lost Creek, including new staff. He talked about High Reliability Schools and the use of Expectations Stations at the beginning of each semester and Mini-Expectations after Thanksgiving and Spring Break. He said that they have been using students from the Student Council to present, and it was well received by students. Teachers prepare the scripts, and the students practice to be prepared for presentation. Mr. Holys talked about SOAR Tickets that students receive when they are going above and beyond. The You Rock Award reinforces Well Managed Classroom. On Wednesdays, Eagle Buddies meet to share lessons. Mr. Holys shared some activities that Lost Creek has created for teachers to have a little fun in guessing staff members' identity when given a few personal hints. B.E.A.K. Awards are given to staff. The nominations for this award come from staff. Mr. Holys said Lost Creek is very lucky with an active PTO and Student Council. Effective Teachers in Every Classroom utilizes the four PLC questions and data from the AQuESTT School Classification, along with the ELPA21 Summative Assessment data. Mr. Holys said staff continues to work with the Curriculum Department. The NSCAS data was shared before and after COVID, Mr. Holys said they are excited to start using the new curriculum. Information on chronic absenteeism was good, it

is getting better with the attendance monitor and meetings with Sarah Papa. The teachers are using "Data Into Action" for assessments. The UpBeat information is very valuable to have conversations with staff and adjust when needed.

#### I.H. Board Special Functions

##### I.H.1. CHS Boys Basketball Out of State Travel Request

The Superintendent recommends that the Board approve the CHS Boys Basketball Out of State Travel Request, as submitted. Passed with a motion by Doug Molczyk and a second by Theresa Seipel.

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

Yea: 5, Nay: 0, Absent: 1

Dave Hiebner talked about this trip. He said they are using fundraising money for a good portion of the costs.

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

##### I.J. Consent Agenda

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

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

Yea: 5, Nay: 0, Absent: 1

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

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

Dr. Chip Kay, Director of Finance and Human Resources updated on the financial reports. He said some ESSER funds had come in. We will cover expenditures for the remainder of the year. Dr. Kay also talked about the Nutrition Fund and the increased balance. He said we would need to use the Unpaid Meal Policy. The new legislation will likely complicate things in trying to collect these funds from families. There is a program through the NDA he is hoping we can use. This would offer about \$20,000.00 in relief in that fund.

Dr. Kay said there was a larger March tax draw, which is unusual. The school budget is frozen at this time to slow down some spending.

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

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

Dr. Kay said principals are busy interviewing and hiring staff for next school year. There have been 29 certified resignations. There are 14–15 openings, most are SPED.

The list of why people are resigning: 25% are TERIP, 50% move closer to home, 25% are for various other reasons.

Letter of intent - notify if they are not returning by April 15.

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

Dr. Kay said classified resignations have slowed down. A lot of after-school program staff are leaving. He did say that CPS is paying pretty well for day hours 5 days a week job.

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

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

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

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

Nicole Anderson, Director of Communication and Foundation Director gave information from the report. She also talked about the Discoverers of Distinction Induction on April 18th. She said this is a great addition to CPS.

#### I.L. Curriculum and Instruction

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

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

No Updates.

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

##### I.M.1. Policies

##### I.M.1.1. Second and Final Reading of Policy 706.01 Purchasing Procedures

The Superintendent recommends that the Board approve the Second and Final Reading of Policy 706.01 Purchasing Procedures, as submitted. Passed with a motion by Doug Molczyk and a second by Theresa Seipel.

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

Dr. Kay commented that changing amounts so they are more in line with other policies.

##### I.M.1.2. Second and Final Reading of Policy 706.03 Bidding Procedures

The Superintendent recommends that the Board approve the Second and Final Reading of Policy 706.03 Bidding Procedures, as submitted. Passed with a motion by Doug Molczyk and a second by Candace Becher.

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

Dr. Kay shared; it is in the best interest for CPS to get other bids for things under 100,000.00 as well.

## I.M.2. Administrative Functions

### I.M.2.1. Rescinded TERIP Agreement

The Superintendent recommends that the Board approve the Rescinded TERIP Agreement from Ron Haefner. Passed with a motion by Candace Becher and a second by Theresa Seipel.

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

Dr. Kay shared information regarding the rescinded TERIP Agreement. Ron Haefner, STEM Teacher, will train the new teacher coming in and will reapply for TERIP next year. The board was reminded that this was the understanding when TERIP applications were approved in February. Mr. Haefner will likely retire at semester.

### I.M.2.2. Regular Education Tuition Rates

The Superintendent recommends that the Board approve the Regular Education Tuition Rates for 2024-2025. Passed with a motion by Michael Jeffryes and a second by Theresa Seipel.

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

Dr. Kay shared information about Regular Education Tuition Rates, including the formula on how he arrives at this cost per student. It would be a unique situation to be charged these fees.

### I.M.2.3. Fundraising Applications

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

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

Fundraising Applications all meet criteria set by board policy.

## I.M.3. Updates

No Updates.

## I.N. Buildings & Sites/Technology

### I.N.1. Administrative Functions

#### I.N.2. Updates

Leonard Kwapnioski, Director of Buildings/Sites and Technology shared information about a district wide intercom system. He added that he had applied for a grant.

## I.O. Student Services

## I.O.1. Administrative Functions

### I.O.2. Updates

Jason Harris, Director Student Services and Special Education updated on his department's projects. Recently, he worked with Title 1 reading teachers to create building plans. Sixpence staff had their CQI visit, the program was found in compliance.

## I.P. Superintendent's Report

Dr. Loeffelholz shared that Staff Appreciation would be March 26 and to come help distribute cards to staff if available. He also announced that Nicole Anderson had been named Communications Person of the Year.

Mrs. Anderson presented many of the things set in motion for the marketing of the bond issue. She said there are CPS Shorts (video), attendance at planned events at school buildings, direct mail going out in April and May, many radio spots with Riley at KLIR.

## I.Q. Board Sharing

During Board sharing, the board welcomed staff back from spring break and said to power through until the end of the school year. Discussion on employee reaction to bond. They are excited about the process of hiring a new Superintendent. Comments on the play at CHS were very positive.

## II. Executive Session

### III. Adjourn

Motion to adjourn Passed with a motion by Theresa Seipel and a second by Doug Molczyk.  
Mark Brown: Absent, Candace Becher: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea,  
Theresa Seipel: Yea, Douglas Willoughby: Yea  
Yea: 5, Nay: 0, Absent: 1  
Adjourned at 7:08 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 Regular School Board meeting of Monday, March 18, 2024.

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President

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Secretary

Special Meeting  
Monday, March 25, 2024 5:30 PM Central

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

Candace Becher: Present  
Mark Brown: Absent  
Michael Jeffryes: Absent  
Doug Molczyk: Present  
Theresa Seipel: Present  
Douglas Willoughby: Present  
Present: 4, Absent: 2.  
Michael Jeffryes: Present  
Present: 5, Absent: 1.

## I. Board Meeting

### I.A. Call to Order

### I.B. Roll Call of Board

Motion to excuse Mr. Brown and Mr. Jeffryes. Passed with a motion by Doug Molczyk and a second by Candace Becher.

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

Mark Brown and Mike Jeffryes were excused from the meeting. Mr. Jeffryes was tardy.

### I.C. Pledge of Allegiance

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

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

### I.E. Mission Statement

Doug Willoughby read the Mission Statement.

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

### I.G. Board Special Functions

I.G.1. Approval of the Superintendent's 3-Year Contract for Dr. Chip Kay to commence on July 1, 2024.

Motion to approve the Superintendent's 3-Year Contract for Dr. Chip Kay to commence on July 1, 2024. Passed with a motion by Candace Becher and a second by Theresa Seipel.

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

There was a brief discussion regarding posting the contract and schedule D within 48 hours on our website.

### I.H. Superintendent's Report

Troy Loeffelholz, Superintendent, provided some information on the trip to New Orleans. He wished Chip Kay the best of luck.

### I.I. Board Sharing

The board congratulated Dr. Kay and all board members agreed he would do very well, his interview and vision for the district was outstanding. They are all very glad they went through the process, it did what it was supposed to do.

### II. Executive Session

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

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

Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 5, Nay: 0, Absent: 1

The board went into Executive Session.

### III. Adjourn

Motion to adjourn Passed with a motion by Theresa Seipel and a second by Candace Becher.

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

Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 5, Nay: 0, Absent: 1

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, March 25, 2024.

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President

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Secretary

Columbus Public Schools  
 Summary of Cash Balances  
 March 31, 2024

	DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
General Fund	Attachment M4a			\$ 3,752,314.64		
	Attachment M5 (prior Bd Mtg)			\$ 402,346.44		
	Transfer out					
	Receipts GP checking		\$ 6,598,779.16			
	<b>GENERAL FUND - GREAT PLAINS STATE BANK</b>	\$ 2,709,362.77	\$ 6,598,779.16	\$ 4,154,661.08	\$ 5,153,480.85	\$ 2,013,380.02
Depr Fund	Transfer in					
	Interest		\$ 1,569.42			
	Receipts					
	<b>DEPRECIATION - GREAT PLAINS STATE BANK</b>	\$ 412,095.72	\$ 1,569.42	\$ -	\$ 413,665.14	
	Temporary Funds -GF	<b>PAYROLL - PINNACLE BANK</b>	\$ 332,333.69	\$ 3,756,935.92	\$ 3,730,407.01	\$ 358,862.60
		Payroll beginning balance different due a reversal made in March but dated February				
<b>PAYFLEX - PINNACLE BANK</b>		\$ 59,487.93	\$ 10,059.49	\$ 10,051.03	\$ 59,496.39	\$ 50,721.63
Activities	Administration	\$ 917,017.34	\$ 29,457.04	\$ 318,036.38	\$ 628,438.00	\$ 1,021,656.65
	Middle School	\$ 130,981.04	\$ 4,027.76	\$ 5,017.82	\$ 129,990.98	\$ 138,036.85
	High School	\$ 673,329.62	\$ 51,434.55	\$ 64,422.99	\$ 660,341.18	\$ 620,806.92
	<b>ACTIVITY FUNDS - COLUMBUS BANK</b>	\$ 1,721,328.00	\$ 84,919.35	\$ 387,477.19	\$ 1,418,770.16	\$ 1,780,500.42
Nutrition Fund	Interest Income		\$ 916.51			
	State Reimbursement		\$ 296,059.99			
	Rct to Expenditures		\$ 5,825.29			
	Student/ Staff meals		\$ 64,363.40			
	<b>NUTRITION FUND - CORNERSTONE BANK</b>	\$ 243,481.18	\$ 367,165.19	\$ 160,981.60	\$ 449,664.77	\$ 828,983.72
Bond Fund	Platte County Treasurer		\$ 191,517.39			
	Butler County Treasurer		\$ 502.57			
	Polk County Treasurer					
	Dividends					
	Management Fees					
	Investment Gain		\$ 6,454.40			
	<b>BOND FUND - FNB</b>	\$ 1,683,093.86	\$ 198,474.36	\$ -	\$ 1,881,568.22	\$ 1,251,613.65
Special Building Fund	<b>Building Fund - FNB - account closed</b>	\$ -			\$ -	\$ 404,194.25
	Receipts		\$ 58,271.32			
	<b>SPECIAL BLDG FUND - BANK OF THE VALLEY</b>	\$ 93,593.81	\$ 58,271.32	\$ -	\$ 151,865.13	\$ 288,138.07

Columbus Public Schools  
 General Fund Revenue Detail  
 March 31, 2024

Account Number	Description	Budget	Month To Date	Year To Date	Balance	Percent
01.1.01100.000.000	Property Taxes	(\$27,043,716.00)	(\$655,905.20)	(\$11,581,479.85)	(\$15,462,236.15)	42.83%
01.1.01115.000.000	Carline Taxes	(\$8,000.00)	\$0.00	(\$3,218.65)	(\$4,781.35)	40.23%
01.1.01120.000.000	Public Power District Sales Ta	(\$850,000.00)	\$0.00	\$0.00	(\$850,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,345,000.00)	(\$161,947.88)	(\$1,335,768.68)	(\$1,009,231.32)	56.96%
01.1.01510.000.000	Interest	(\$15,000.00)	(\$7,279.90)	(\$38,902.89)	\$23,902.89	259.35%
01.1.01540.000.000	Income from Real Property	\$0.00	(\$17,857.50)	(\$20,607.50)	\$20,607.50	#DIV/0!
01.1.01801.000.000	CASP /Parent Fees	(\$35,000.00)	(\$7,816.50)	(\$58,252.50)	\$23,252.50	166.44%
01.1.01911.000.000	Local License Fees	(\$25,000.00)	\$0.00	(\$1,915.00)	(\$23,085.00)	7.66%
01.1.02110.000.000	County Fines&License Fees	(\$150,000.00)	(\$16,727.01)	(\$161,413.73)	\$11,413.73	107.61%
01.1.03110.000.000	State Aid	(\$14,245,963.00)	(\$1,424,596.00)	(\$9,972,172.00)	(\$4,273,791.00)	70.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$5,253,927.00)	(\$757,800.00)	(\$3,016,566.00)	(\$2,237,361.00)	57.42%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$420.64)	(\$4,910.83)	\$4,910.83	#DIV/0!
01.1.03131.000.000	Property Tax Credit	\$0.00	(\$777,353.16)	(\$777,908.98)	\$777,908.98	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	\$0.00	(\$24,834.81)	(\$24,834.81)	\$24,834.81	#DIV/0!
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$18,000.00)	\$0.00	(\$23,310.73)	\$5,310.73	129.50%
01.1.03400.000.000	State Apportionment	(\$777,521.00)	\$0.00	(\$752,949.66)	(\$24,571.34)	96.84%
01.1.03535.000.000	High Ability Learner Allocatio	(\$25,000.00)	\$0.00	(\$25,599.00)	\$599.00	102.40%
01.1.03540.000.000	State Early Childhood Grant	(\$150,000.00)	\$0.00	(\$10,763.00)	(\$139,237.00)	7.18%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$164,500.00)	\$0.00	(\$92,196.00)	(\$72,304.00)	56.05%
01.1.03551.000.000	CTE Grant	\$0.00	\$0.00	(\$19,416.00)	\$19,416.00	#DIV/0!
01.1.03599.000.000	Education Quest College Access	\$0.00	\$0.00	(\$21,505.69)	\$21,505.69	#DIV/0!
01.1.04421.000.000	IDEA (611) ARP B-21	\$0.00	\$0.00	(\$28,923.00)	\$28,923.00	#DIV/0!
01.1.04423.000.000	IDEA (PRO) ARP NonPub	\$0.00	\$0.00	(\$13,810.00)	\$13,810.00	#DIV/0!
01.1.04505.000.000	ESSA Title I Receipts	(\$595,719.00)	\$0.00	\$0.00	(\$595,719.00)	0.00%
01.1.04509.000.000	ESSA Title II Receipts	(\$226,561.00)	\$0.00	\$0.00	(\$226,561.00)	0.00%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$41,513.00)	\$0.00	\$0.00	(\$41,513.00)	0.00%
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$25,203.00)	\$0.00	(\$27,670.00)	\$2,467.00	109.79%
01.1.04518.000.000	IDEA Enrollment/Poverty Grant	(\$985,568.00)	\$0.00	(\$792,943.00)	(\$192,625.00)	80.46%
01.1.04521.000.000	IDEA Proportionate Share	(\$127,085.00)	(\$112,750.00)	(\$112,750.00)	(\$14,335.00)	88.72%
01.1.04525.000.000	Carl Perkins Grants	(\$45,199.00)	\$0.00	(\$114,848.00)	\$69,649.00	254.09%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$104,492.00)	\$0.00	(\$57,748.00)	(\$46,744.00)	55.27%
01.1.04528.000.000	Title III Immigrant	(\$23,541.00)	\$0.00	\$0.00	(\$23,541.00)	0.00%
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$157,550.00)	\$0.00	(\$149,163.00)	(\$8,387.00)	94.68%
01.1.04708.000.000	Medicaid in Public Schools/DS	(\$45,988.00)	\$0.00	(\$51,991.14)	\$6,003.14	113.05%
01.1.04709.000.000	Medicaid in Public Schools/MAC	\$0.00	(\$13,569.21)	(\$24,919.37)	\$24,919.37	#DIV/0!
01.1.04969.000.000	ESSA Title IV SSAE Grant	\$0.00	\$0.00	(\$4,575.00)	\$4,575.00	#DIV/0!
01.1.04988.000.000	ESSER - ELO/ASP	\$0.00	\$0.00	(\$35,983.00)	\$35,983.00	#DIV/0!
01.1.04994.000.000	HYC Grant (6994)	(\$14,230.00)	\$0.00	\$0.00	(\$14,230.00)	0.00%
01.1.04995.000.000	FEMA/Federal Disaster Funds	(\$150,000.00)	\$0.00	(\$11,795.02)	(\$138,204.98)	7.86%
01.1.04997.000.000	CRRSA Esser II	\$0.00	\$0.00	(\$652,423.00)	\$652,423.00	#DIV/0!
01.1.04998.000.000	ARP Esser III	(\$1,000,000.00)	(\$2,608,286.00)	(\$3,722,817.00)	\$2,722,817.00	372.28%
01.1.05301.000.000	Insurance Claims	\$0.00	\$0.00	(\$8,541.67)	\$8,541.67	#DIV/0!
		(\$54,649,276.00)	(\$6,587,143.81)	(\$33,754,591.70)	(\$20,894,684.30)	61.77%
	Transfers					
	Reimbursements/Refunds		(\$14,139.73)			
	Interest - Other Accounts		\$2,504.38			
	<b>Total Revenue</b>		<b>(\$6,598,779.16)</b>			

Check Number	Vendor	Amount
16914	CAPITAL ONE/WALMART	\$45.36
16915	SCHOOL DISTRICT #1-PAYROLL	\$3,619,111.03
16916	PINNACLE BANK OMAHA	\$165.00
16917	ASSOCIATED STAFFING, INC	\$2,637.15
16918	BIG APPLE BAGELS	\$32.08
16919	BRYAN'S REPAIR	\$990.43
16920	ESU #7 SPECIAL EDUCATION	\$71,755.65
16921	FIRST NATIONAL BANK OMAHA	\$171.77
16922	FIRST NATIONAL BANK OMAHA	\$256.82
16923	FIRST NATIONAL BANK OMAHA	\$226.97
16924	FIRST NATIONAL BANK OMAHA	\$21.40
16925	FIRST NATIONAL BANK OMAHA	\$240.02
16926	FIRST NATIONAL BANK OMAHA	\$825.67
16927	FIRST NATIONAL BANK OMAHA	\$1,765.02
16928	IMAGE TECH & PRINTING	\$103.50
16929	INITIATIVEONE	\$26,034.00
16930	JACKSON SERVICES INC.	\$239.83
16931	NEBRASKA DEPARTMENT OF EDUCATION	\$1,200.00
16932	OCCUPATIONAL HEALTH SERV-payroll only	\$145.00
16933	PLUNKETTS PEST CONTROL	\$640.50
16934	STEALTH BROADBAND	\$2,612.33
16935	UNIVERSITY OF NEBRASKA LINCOLN	\$560.00
16936	AMAZON CAPITAL SERVICES	\$995.03
16937	CUNA MUTUAL GROUP.	\$593.01
16938	ESU #7	\$6,405.53
16939	LINCOLN JOURNAL STAR	\$85.43
16940	PRINTCO GRAPHICS, INC	\$2,504.80
16941	COLUMBUS MUSIC	\$843.99
16942	EAKES OFFICE SOLUTIONS	\$247.12
16943	FOLLETT CONTENT SOLUTIONS, LLC	\$910.87
16944	J.W. PEPPER & SON, INC	\$31.10
16945	LAKESHORE LEARNING MATERIALS	\$26.98
16946	MCDOWELL, DEBORAH	\$240.60
16947	NOSWETT FENCING AND DECKS	\$60.00
16948	RUTT'S HEATING & AIR CONDITIONING, INC -	\$7,590.00
16949	SAVVAS LEARNING COMPANY LLC	\$1,541.40
16950	SHERWIN-WILLIAMS	\$66.70
16951	STEMPEK, SHELLEY	\$326.52
16952	LOUP POWER DISTRICT	\$216.03
		<u>\$3,752,464.64</u>
	Voided prior month check # 16766	<u>-\$150.00</u>
	<b>Total Fund Expenditures</b>	<b><u>\$3,752,314.64</u></b>

Check Number	Vendor	Amount
16953	CAPITAL ONE/WALMART	\$574.20
16954	ADVANCED CONSULTING ENGINEERING SERVICES	\$500.00
16955	AHRENS, KYLER	\$125.70
16956	ALLO COMMUNICATIONS	\$152.00
16957	ASSOCIATED STAFFING, INC	\$3,056.73
16958	BARO, CARLOS A	\$48.64
16959	CENTRAL NEBRASKA REHAB. SERV	\$55,124.16
16960	COLUMBUS AREA CHILDRENS MUSEUM, INC	\$182.00
16961	COLUMBUS SCHOOL LUNCH FUND-CHS	\$213.86
16962	CPS FOUNDATION	\$160.00
16963	FIRST NATIONAL BANK OMAHA	\$624.77
16964	FIRST NATIONAL BANK OMAHA	\$4,296.81
16965	GAVER, ALLY	\$32.25
16966	GODFATHERS -COLUMBUS	\$63.00
16967	HOMETOWN LEASING	\$6,749.98
16968	HOWARD, AMY	\$62.95
16969	JACKSON SERVICES INC.	\$167.83
16970	LOUP POWER DISTRICT	\$51,462.83
16971	NASB (NE. ASSOCIATION OF SCHOOL BOARDS)	\$8,084.00
16972	NCSA	\$275.00
16973	NCSA	\$75.00
16974	NSAA DISTRICT 2	\$640.00
16975	ONE SOURCE	\$232.00
16976	PERRY, GUTHERY, HAASE, & GESSFORD, P.C.	\$1,059.50
16977	PITNEY BOWES INC.	\$1,294.85
16978	PITNEY BOWES, INC	\$398.37
16979	SCHAPMANN, JASON	\$850.00
16980	SERVICEMASTER BY SHEVLIN	\$60,311.57
16981	TOOLEY DRUG CO.	\$50.40
16982	U AND I SANITATION LLC	\$2,235.00
16983	VERIZON WIRELESS	\$370.66
16984	YOUNG, GAVIN	\$110.08
16985	ZYWIEC, GARY	\$12.27
16986	AMAZON CAPITAL SERVICES	\$2,796.20
16987	CAPITAL ONE/WALMART	\$82.26
16988	HOBBY LOBBY	\$32.27
16989	HY-VEE FOOD STORES	\$165.97
16990	SUPER SAVER	\$1,134.06
16991	AMERICAN SCHOOL COUNSELOR ASSOCIATION	\$209.00
16992	CITY OF COLUMBUS - FINANCE DEPT	\$9,473.46
16993	CITY OF COLUMBUS WATER & SANITATION DEPA	\$5,540.22
16994	COLUMBUS AREA CHAMBER COMMERCE	\$285.00
16995	COLUMBUS SCHOOL LUNCH FUND-CHS	\$1,008.67
16996	EDGEWATER INSURANCE + REAL ESTATE	\$975.00
16997	LOUP POWER DISTRICT	\$199.93

<b>Check Number</b>	<b>Vendor</b>	<b>Amount</b>
16998	LOUP POWER DISTRICT	\$106.33
16999	NCSA	\$660.00
17000	PINNACLE BANK OMAHA	\$165.00
17001	PITNEY BOWES INC.	\$200.00
17002	THRYV	\$27.10
17003	TOOLEY DRUG CO.	\$25.96
17004	TUCKER, JEREMY	\$3,275.00
17005	UNIVERSITY OF NE LINCOLN	\$100.00
17006	WOODRIVER ENERGY LLC	\$26,043.05
17007	ACCELERATE LEARNING INC	\$2,458.95
17008	ACE HARDWARE-COLUMBUS	\$43.82
17009	ADVANCE AUTO PARTS	\$17.33
17010	ADVANCED CONSULTING ENGINEERING SERVICES	\$584.88
17011	BARNHILL PIANO SERVICE	\$125.00
17012	BATES, LINDSEY	\$213.86
17013	BOMBERGER, KYLA	\$92.46
17014	BOMGAARS	\$15.37
17015	CAPITAL SANITARY SUPPLY	\$2,378.01
17016	CLAY HILLS AG, LLC	\$9,360.00
17017	COFFEY, ALANNAH	\$133.67
17018	COLUMBUS MUSIC	\$66.95
17019	COMMONWEALTH ELECTRIC MIDWEST	\$410.40
17020	CRAVENS, KENDRA	\$267.33
17021	CYZA, NICOLE	\$168.03
17022	DAYLIGHT DONUTS	\$36.25
17023	DISCOUNT SCHOOL SUPPLY	\$138.92
17024	DONOGHUE, TRACY	\$320.80
17025	DUSH, REGINA	\$148.95
17026	ELECTRICAL ENGINEERING & EQUIP	\$10.89
17027	ELSEVIER, INC	\$889.05
17028	ENABLE MY CHILD LTD	\$20,016.00
17029	FATHER FLANAGAN'S BOYS' HOME	\$22,401.00
17030	FOLLETT CONTENT SOLUTIONS, LLC	\$382.90
17031	FREEMAN, TYLER	\$414.36
17032	GALLEY, SHANNON	\$187.13
17033	GAVER, ALLY	\$110.19
17034	GEHRING CONST. & READY MIX CO.	\$30.00
17035	GRAFE, TARA	\$198.59
17036	HOESING, KRISTIN	\$114.57
17037	IMAGE TECH & PRINTING	\$202.20
17038	JACKSON SERVICES INC.	\$211.94
17039	JARECKI, KAY	\$198.59
17040	JARESKE, CHRISTINA	\$187.13
17041	JARESKE, KELSEY	\$187.13
17042	KILDARE REPAIR	\$154.64

<b>Check Number</b>	<b>Vendor</b>	<b>Amount</b>
17043	KOCH EXCAVATING CO.	\$14.06
17044	KOHL, CHELSEY	\$200.49
17045	KUSH, DENISE	\$223.42
17046	LUNCHTIME SOLUTIONS, INC	\$1,723.27
17047	MAXIM HEALTHCARE SERVICES, INC.	\$1,820.00
17048	MCDOWELL, DEBORAH	\$173.76
17049	MCGRAW-HILL EDUCATION HOLDINGS LLC	\$9,180.88
17050	MEAD LUMBER COMPANY	\$10.56
17051	MENARDS-COL	\$134.40
17052	MERRILL, KIM	\$504.11
17053	MICEK, ALENA	\$378.09
17054	MILLER, ASHLEY	\$183.31
17055	MUELLER, PAM	\$133.67
17056	MURPHY-1099, DAWN	\$884.00
17057	NUMOTION	\$101.49
17058	O'REILLY AUTO PARTS-COL	\$2,423.50
17059	OBRIST & CO	\$23.39
17060	OCCUPATIONAL HEALTH SERVICES	\$145.00
17061	OMAHA MUSIC THERAPY LLC	\$2,990.49
17062	PACZOSA, MEGAN	\$400.98
17063	REARDON LAWN & GARDEN EQUIP.	\$31.98
17064	ROBERTSON, KATIE	\$187.13
17065	RUTT'S HEATING & AIR CONDITIONING, INC -	\$210.05
17066	SECURITY EQUIPMENT	\$3,648.00
17067	SETTLES, ERIN	\$187.14
17068	SNAP-ON INDUSTRIAL	\$11,603.60
17070	STEMPEK, STACI	\$213.86
17071	TEXTBOOK WAREHOUSE	\$1,755.84
17072	THE HOME DEPOT PRO	\$2,349.06
17073	TRUCK CENTER COMPANIES	\$852.15
17074	TWOREK, DANIEL	\$168.04
17075	VEX ROBOTICS, INC.	\$3,688.52
17076	STAROSCIK, KRISTINE	\$137.48
17077	STEMPEK, SHELLEY	\$240.67
<b>Total Fund Expenditures</b>		<b><u>\$361,900.57</u></b>



# Columbus Public Schools

2508 27th Street, Columbus NE 68601 402.563.7000

The Administration has hired the following Classified employees:

NAME	TITLE	LOCATION	HIRE DATE
<i>Allison Rurup (Haiar)</i>	<i>Para Sped</i>	<i>Lost Creek</i>	<i>3/18/2024</i>
Maria Huarhua	Para EL	North Park	3/21/2024
Eliot Yang	ASP Door Monitor	North Park	4/2/2024
Scott Stevens	Food Serv Cook/Server	Middle School	4/3/2024


The Administration has accepted the following Classified resignations/retirements:

NAME	TITLE	LOCATION	TERM DATE
Breanna Griffith	Para Sped & ASP Lead	Lost Creek	4/4/2024
Alyssa Welch	ASP Site Coord	North Park	3/20/2024
Jody Zybach	Food Serv Cook/Server	West Park	3/20/2024
Joan Vaughn	Food Serv Kitchen Mgr	West Park	4/3/2024
Tionne Massman (RETIRE)	Food Serv Head Cook	High School	9/24/2024
Allison Rurup (Haiar)	Para Sped	Lost Creek	4/3/2024
Trinity Boden	Para Sped	Centennial	4/12/2024

Last Update 4/9/2024

**Columbus Public Schools  
Professional Travel - March 2024**

<b>Employee full Name</b>	<b>Job Start Date</b>	<b>Job End Date</b>	<b>Job Notes to Administrator</b>
Jeffery Peabody	2024-03-01	2024-03-01	NSBA Spring Convention
Bethany Seehusen	2024-03-04	2024-03-04	Nebraska School Counselor Association board event at Capitol all day
Rebecca Lenser	2024-03-04	2024-03-07	March 4-7 Close-Up Trip
Rebecca Lenser	2024-03-08	2024-03-08	Close-Up Trip
Jason Harris	2024-03-11	2024-03-15	MANDT Recertification Training, Lincoln NE
Leonard Kwapnioski	2024-03-14	2024-03-15	NATA Meeting in Omaha.
Jayson Klaumann	2024-03-20	2024-03-20	This date is state speech for classes A and B. I would like to go to observe, especially class A.
Troy Loeffelholz	2024-03-20	2024-03-20	GNSA - Lincoln
Ashlie Stone	2024-03-20	2024-03-20	Women's Conference in Kearney
Paula Lawrence	2024-03-20	2024-03-20	Women's Leadership Conference in Kearney
Angela Luebbe	2024-03-20	2024-03-20	NDE Women's Conference in Kearney, NE
Ashlie Stone	2024-03-21	2024-03-21	Women's Conference in Kearney
Angela Luebbe	2024-03-21	2024-03-21	NDE Women's Conference in Kearney
Paula Lawrence	2024-03-21	2024-03-21	Women's Leadership Conference in Kearney
Anne Robertson	2024-03-28	2024-03-28	USGA / PGA Rules of Golf workshop (Omaha)
Jason Harris	2024-03-28	2024-03-28	NASES Region 3 Meeting Norfolk, NE No Mileage Lunch \$15



# COLUMBUS PUBLIC SCHOOLS FOUNDATION

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

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April 3, 2024

Doug Willoughby  
Board of Education  
Columbus Public Schools

Dear President Willoughby and Members of the Board:

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

**Foundation**

\$2,135.81 - Newsletter Postage

\$22,982.81 - Kramer Child Development Center

\$9,498.59 - Columbus After School Program

**Centennial PAC**

\$695.00 - The Tale of Despereaux Books

\$208.53 - Easter Candy & Eggs

\$200.00 - Music Play Online Subscription

\$571.30 - 4th Grade Field Trip

\$60.07 - Meeting Supplies

**CMS PAC**

\$816.95 - Parent Teacher Conference Meal

**Emerson PTO**

\$79.50 - Parent Teacher Conference Meal

**North Park PTO**

\$500.50 - AR Bowling

\$45.00 - Student-Teacher T-Shirts

\$119.99 - Sensory Room Supplies

**Lost Creek PTO**

\$148.99 - Health Screening Food

**Vocal Music Boosters**

\$25.28 - Printing

\$424.00 - NAC Trophies

**West Park PTO**

\$8.78 - Printing

\$6,083.20 - Club's Choice Fundraiser

The total contributions for the month of March was \$44,604.30

The total contributions for the FY 2024 total is **\$148,318.41**

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

Thank you for your consideration.

Sincerely,



Nicole Anderson

Director of Marketing & Foundation



Columbus Public Schools

Date: 4/3/2024

### School Fundraising Application

Please submit this application to the building principal at least two weeks in advance of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: High School

Name: Jeff Peabody

Fund Raising Company (if applicable): Bellino's Fireworks/Stacy Anderson

*CHS Band, submits the following plans for its money-earning project, and requests permission to carry them out.*

What is your school/group's money-earning plan?  
Running the fireworks tent at the Hy-Vee parking lot

Approximately how much does your school/group expect to earn from this project?  
\$8,000-\$10,000

How will this money be used?  
New equipment purchases, upcoming trip payments

What are the proposed dates? 6/24/2024-7/5/2024

Is this a recurring activity?  Yes  No  
(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product?  Tickets  Product  Neither  
(If you selected product, please specify the product that you are selling.) Fireworks

Will members be identified by t-shirts, etc. while carrying out this project?  Yes  No

Have you checked with other schools to avoid any overlapping while working?  Yes  No

Is your product/service in direct conflict with that offered by local merchants?  Yes  No

Are any contracts to be signed?  Yes  No If yes, by whom? Jeff Peabody

Has your school/group devised a budget plan to expend earnings?  Yes  No

Does the building principal give full approval for this plan?  Yes  No

Principal's Signature  Date 4/3/24

(for district use only)

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Approved subject to the following conditions \_\_\_\_\_



Columbus Public Schools

Date: April 1, 2024

### School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CHS

Name: Jacob Ritter

Fund Raising Company (if applicable): Club's Choice Fundraising

CHS Vocal Music  
(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Selling brochure items both door to door and online.

Approximately how much does your school/group expect to earn from this project?

\$5000-7000

How will this money be used?

Sponsor students who will be attending a choir trip to San Antonio in January 2025. It will also serve to help support the CHS Vocal Music Activity account.

What are the proposed dates? Sept. 9 - 23, 2024

Is this a recurring activity?  Yes  No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product?  Tickets  Product  Neither

(If you selected product, please specify the product that you are selling.) Fireworks

Will members be identified by t-shirts, etc. while carrying out this project?  Yes  No

Have you checked with other schools to avoid any overlapping while working?  Yes  No

Is your product/service in direct conflict with that offered by local merchants?  Yes  No

Are any contracts to be signed?  Yes  No If yes, by whom? Jacob Ritter

Has your school/group devised a budget plan to expend earnings?  Yes  No

Does the building principal give full approval for this plan?  Yes  No

Principal's Signature

Date

4/4/24

(for district use only)

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Approved subject to the following conditions \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Columbus Public Schools

Date:

April 1, 2024

### School Fundraising Application

Please submit this application to the building principal **at least two weeks in advance** of the proposed date of your money-raising project. Please read the eight guides on page two. They will help you in answering the questions below.

School: CHS

Name: Jacob Ritter

Fund Raising Company (if applicable):

CHS Vocal Music

Belino's Fireworks

(School/Group Name), submits the following plans for its money-earning project, and requests permission to carry them out.

What is your school/group's money-earning plan?

Sell fireworks at SuperSaver during the open window: June 25-July 4

Approximately how much does your school/group expect to earn from this project?

\$5000-7000

How will this money be used?

Sponsor students who will be attending a choir trip to San Antonio in January 2025. It will also serve to help support the CHS Vocal Music Activity account.

What are the proposed dates? June 24-July 4

Is this a recurring activity?

Yes  No

(If you selected yes, please specify the dates on which the activity will occur during the next twelve months.)

Are you selling tickets or a product?  Tickets  Product  Neither

(If you selected product, please specify the product that you are selling.) Fireworks

Will members be identified by t-shirts, etc. while carrying out this project?  Yes  No

Have you checked with other schools to avoid any overlapping while working?  Yes  No

Is your product/service in direct conflict with that offered by local merchants?  Yes  No

Are any contracts to be signed?  Yes  No If yes, by whom? Jacob Ritter

Has your school/group devised a budget plan to expend earnings?  Yes  No

Does the building principal give full approval for this plan?  Yes  No

Principal's Signature

[Signature]

Date

4/4/24

(for district use only)

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Approved subject to the following conditions \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



To: Board of Education  
From: Leonard Kwapnioski  
CC: Dr. Loeffelholz  
Date: April 11, 2024  
Re: School Pictures

I recommended that the CPS Board of Education approve the contract with Lifetouch for student pictures for a period of (4) 1 year renewal contracts beginning with the 2024-25 school year. The bid price is based on the following:

The basic package for all schools (Preschool through Grade 11) consists of:

- 1 - 5 x 7 portrait with folder
- 4 - 2 x 3
- 1 - classroom composite
- 1 - Digital Image Download & Free Shutterfly Storage

A copyright print release allowing parents to reproduce photos through other printing methods, at no additional charge.

Please include in your bid price the cost of providing all elementary students with a complimentary class picture.

BID PER PACKAGE (elementary, grades PS-4) **\$ 14.99**

BID PER PACKAGE (middle school, grades 5-8) **\$ 14.99**

BID PER PACKAGE (high school, grades 9-11) **\$ 14.99**

SCHOOL COMMISSION: **10%** per student photographed per school

All pricing must include a 10% "service fee" donation to each school based on total revenues. Checks for the service fee amounts should be issued directly to each school via the Columbus Public School Foundation with a summary of the fees sent to the Chip Kay.

Let me know if you have any questions.

Leonard

# District Service Agreement

# Lifetouch

## District Information

District Name Columbus School District Lifetouch ID 268228

Starting School Year 2024-2025 Ending School Year 2028-2029 Co-op

Contract Type Exclusive Contract Length 1 Year Optional Renewal 4 Years

Address 2508 27th St. Phone 402-563-7000

City Columbus State NE Zip 68601

## Secondary School Programs

Contracted Fall Individuals Prestige Optional Sports

Optional Commencements Optional Senior Cap & Gown Contracted Groups

Optional Dance Optional Special Events Optional Yearbook

Other

Total Schools 1 Total Enrollment \_\_\_\_\_

## Middle School Programs

Contracted Fall Individuals Optional Spring Individuals Optional Sports

Optional Underclass Grads \_\_\_\_\_ Groups \_\_\_\_\_ Special Events

Yearbook Other

Total Schools 1 Total Enrollment \_\_\_\_\_

## Elementary School Programs

Contracted Fall Individuals Optional Spring Individuals Optional Groups

Optional Underclass Grads Optional Yearbook

Other

Total Schools 5 Total Enrollment \_\_\_\_\_

## Early Childhood Center

Contracted Fall Individuals Optional Spring Individuals

Contracted Fall Preschool Optional Spring Preschool

Total Schools 1 Total Enrollment \_\_\_\_\_

### Included Products and Services

	Secondary	Middle	Elementary	Early Childhood
Lifetouch Portal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parent Notify	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Photo Directory	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Photo Labels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Staff ID Cards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Student ID Cards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Staff Package	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Headcount Class Composite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Invoiced Products and Services

Item	Details


### Additional Details

Commissions	10% with 40% participation or more for Spring and Fall
Commissions	2% commission increase with Parent Notify Opt in by building.
Lifetouch Photo Package Grants	200 Basic Package Vouchers for families in need
Volunteer Vouchers	Package 2 Vouchers for Parent Volunteers
Additional Photography Services	Optional Renewals Details - Contract is a 1 Yr. Agreement w/ o

Contacts

Name	Title	Phone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature

DocuSigned by:  
  
B49B469E2F3A44A...  
David Potente, Vice President- Host

4/3/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix

## Terms & Conditions

**AUTHORIZED ACTIVITY:** The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. If the account is designated as exclusive, you agree not to use any third party for the programs identified above.

**ACCOUNT DATA:** You are solely responsible for obtaining staff and parent or guardian consent to or opt out of: (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property, and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services).

**DATA PRIVACY:** Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act.

**COPYRIGHT:** Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes **including yearbook and the school newspaper.**

**MODIFICATION of CANCELLATION:** Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after **acknowledgment or receipt of receiving of** notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited **NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract. Lifetouch's liability for any break is limited to the amount you paid for services.

**INSURANCE:** During the term of the agreement, we agree to maintain, at our expense, insurance coverage of the types and limits reflected on the attached certification of insurance in full force and effect with a company that has an A.M. Best rating of not less than A-. Commercial general liability insurance shall include you as additional insured and require thirty (30) days' notice of cancellation.

**Qualified, Trained, Certificated, and Licensed Personnel.** Service Provider shall provide services under this Agreement by appropriately trained and qualified staff. Provider shall be responsible for verifying qualifications, providing training, and monitoring all staff certification at its own expense.

During the term of the agreement, we agree to maintain, at our expense, insurance coverage of the types and limits reflected on the attached certification of insurance in full force and effect with a company that has an A.M. Best rating of not less than A-, VII. Commercial general liability insurance shall include you as additional insured and require thirty (30) days' notice of cancellation.

Further, our insurance will be primary, and any insurance maintained by you shall be excess and non-contributory. We agree to waive and shall require our insurer to waive its right of subrogation in your favor solely with respect to workers' compensation insurance.

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MM/DD/YYYY) 06/30/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
<b>PRODUCER</b> Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower - Suite 1100 Minneapolis MN 55437 USA			<b>CONTACT NAME</b> PHONE (A.C. No. Ext.): (866) 283-7322 FAX (A.C. No.): (800) 963-0105 <b>E-MAIL ADDRESS:</b>		Holder Identifier :		
<b>INSURED</b> Butterfly LLC Butterfly Lifetouch LLC 11000 Viking Drive Eden Prairie MN 55344 USA			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich American Ins Co 16535 INSURER B: American Zurich Ins Co 40142 INSURER C: INSURER D: INSURER E: INSURER F:				
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> 570094248910 <b>REVISION NUMBER:</b>							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <b>Limits shown are as requested</b>							
INSUR LTR	TYPE OF INSURANCE	ADDL SUBS NSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROL-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0104083808	06/30/2023	06/30/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTALS \$500,000 PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BAP 1040839 08	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC104083708 WC104083608	06/30/2023 06/30/2023	06/30/2024 06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Butterfly, LLC Butterfly Lifetouch, LLC 11000 Viking Drive Eden Prairie MN 55344 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>			

To: Dr. Troy Loeffelholz and the Board of Education			
From: Jason Harris			
Date: April 2024			
Re: Special Education Tuition			

Below are my recommendations for the non-resident special education tuition rates for the 2024-2025 school year.

<b>Program</b>	<b>Annual Cost</b>	<b># of Student Contact Days</b>	<b>Per Day Cost</b>
High Needs/Autism+Supports/Autism Communication Life Skills	\$89,880	168	\$535.00
Resource	\$73,080	168	\$435.00
Non-Public Resource	\$42,000	168	\$250.00

# B.I.S.T SERVICES AGREEMENT

## 2024-2025 School Year



### CLIENT INFORMATION

<b>Name:</b>	COLUMBUS PUBLIC SCHOOLS
<b>Address:</b>	2508 27 <sup>th</sup> Street, Columbus, NE 68601
<b>Contact:</b>	Jason Harris, Director Student Services/Special Education
<b>Telephone:</b>	402-563-7000
<b>Email:</b>	<a href="mailto:harrisj@discoverers.org">harrisj@discoverers.org</a>

### CORNERSTONES OF CARE INFORMATION

<b>Name:</b>	Cornerstones of Care
<b>Address:</b>	8150 Wornall Road, Kansas City, MO 64114
<b>Contact:</b>	Paul McCorkle, Executive Director of Education Programs
<b>Telephone:</b>	913-244-9906
<b>Email:</b>	<a href="mailto:paul.mccorkle@cornerstonesofcare.org">paul.mccorkle@cornerstonesofcare.org</a>

Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3).

### SERVICES AND COMPENSATION

<b>School Year:</b>	July 1, 2024-June 30, 2025	
<b>Services:</b>	Cornerstones of Care will provide training to teachers of Client in managing behavioral expectations involving students of Client.	
<b>Compensation:</b>	Client will pay \$30,000 to Cornerstones of Care for the Services.	
<b>Invoice(s):</b>	Invoice(s) will be submitted:	<input type="checkbox"/> Upon full execution of this Services Agreement
		<input type="checkbox"/> Semi-annually, on or before July 1, 2024 and January 1, 2025
		<input type="checkbox"/> Annually, on or before July 1, 2024

### AGREEMENT

Client agrees to engage Cornerstones of Care to provide and perform the Services, and Cornerstones of Care agrees to be so engaged and to provide and perform the Services, in accordance with this B.I.S.T Services Agreement ("Services Agreement") and the attached Terms and Conditions (together, "Agreement").

### SIGNATURES

*By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement.*

CLIENT	CORNERSTONES OF CARE
By:	By: <i>R. PAUL McCorkle</i>
Name:	Name: Paul McCorkle
Title:	Title: Executive Director of Education Programs
Date:	Date: March 1, 2024

# TERMS AND CONDITIONS

## **SECTION 1. SERVICES.**

1.1 **Independent Contractor Status.** Cornerstones of Care is an independent contractor under this Agreement, and nothing herein creates, or will be construed to create, a partnership, joint venture, employer/employee or agency relationship between Cornerstones of Care and Client. Neither party will have the power or authority to enter into agreements of any kind on behalf of the other party, or to otherwise bind or obligate the other party in any manner to any third party.

1.2 **Method of Performance.** Cornerstones of Care will have the right to determine the method and means of providing and performing the Services. Client will be entitled, however, to exercise general power of supervision and control over the Services provided and performed by Cornerstones of Care and to inspect and approve those Services. Cornerstones of Care agrees to follow all reasonable suggestions or recommendations made by Client with respect to the provision and performance of the Services.

1.3 **Taxes.** Cornerstones of Care will be solely responsible for all federal, state and local taxes and related contributions attributable to the payments from Client to Cornerstones of Care for the Services rendered. Cornerstones of Care further acknowledges and agrees that Cornerstones of Care is an independent contractor for federal, state and local income and employment tax purposes, including FICA and FUTA, and will not be entitled to workers' compensation or other insurance protection or benefits provided by Client.

1.4 **Background Checks.** Cornerstones of Care will require each of its nonparty affiliates and third parties assisting Cornerstones of Care in performing under this Agreement to be subjected to criminal and child abuse and neglect background checks that include a complete fingerprint criminal record check ("Background Checks"). The results of the Background Check must be received and considered satisfactory by Cornerstones of Care before it permits any such nonparty affiliate or third party to have direct contact with students of Client receiving the Services ("Student"). Any record indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, or any sex offense or crime involving moral turpitude will not be considered a satisfactory Background Check.

1.5 **Employment Eligibility.** Cornerstones of Care will ensure that it and any nonparty affiliate engaged or assigned to provide and perform the Services has a completed a Form I-9 verification for each employee of Cornerstones of Care and the nonparty affiliate providing and performing the Services, and has determined that the employee is legally authorized to work in the United States through E-Verify or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

## **SECTION 2. COMPENSATION, EXPENSES AND PAYMENT.**

2.1 **Compensation.** In consideration of the Services rendered, Client will pay Cornerstones of Care compensation in the amount, and payable at the times and in the manner, set forth in the Services Agreement.

2.2 **Reimbursement of Expenses.** Client will not be obligated to reimburse Cornerstones of Care for or pay any charge, cost or expense incurred by Cornerstones of Care in connection with its provision and performance of the Services, exercise of its rights or performance of its obligations under this Agreement, or otherwise performing hereunder, including the costs associated with conducting Background Checks, unless specifically set forth in this Agreement.

2.3 **Invoices.** Cornerstones of Care will submit to Client invoices for the Services rendered in accordance with the schedule set forth in the Services Agreement. If the Services Agreement does not provide a schedule for the submission of invoices, invoices will be submitted annually. The invoices must describe the Services rendered and will list all reimbursable charges, expenses and costs on a pass-through basis.

Cornerstones of Care must include receipts or other appropriate documentation for the reimbursable charges, expenses and costs with the invoices. Invoices are payable within 30 days of receipt of invoice, unless otherwise provided in the Services Agreement.

## **SECTION 3. TERM AND TERMINATION**

3.1 **Term.** This Agreement is effective commencing on, and will terminate on, the beginning and ending dates, respectively, of the school year set forth in the Services Agreement, unless earlier terminated in accordance with Sections 3.2 or 3.3.

3.2 **Termination upon Breach.** Notwithstanding Section 3.1, either party may terminate this Agreement upon written notice to the other party in the event that the other party (i) materially breaches any obligation hereunder and either the breach cannot be cured or, if the breach can be cured, it is not cured within 10 days after written notice of the breach, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

3.3 **Termination Upon Non-appropriation.** Subject to Section 4.2(b), if (i) Client is a governmental entity, (ii) this Agreement covers multiple fiscal years of Client, and (iii) no funds or insufficient funds are appropriated, budgeted or otherwise made available to support continuation of payments under Section 2.1, Client will immediately notify Cornerstones of Care of such occurrence and this Agreement will terminate automatically on the last day of the fiscal year for which sufficient funds were appropriated, budgeted or otherwise made available.

3.4 **Effect of Termination.** Upon any termination of this Agreement, (i) any and all rights and obligations of the parties under this Agreement will terminate, provided that Sections 1.3, 3.4, 4, 5, 6, 7 and 8, all rights, obligations or liabilities accrued hereunder prior to termination, and any other right, obligation or liability which by its nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration, and (ii) without limiting the foregoing, Cornerstones of Care will withdraw its personnel and equipment from Client's facilities, cease provision and performance of the Services, and turn over to Client any Work Product (as defined below) in process.

## **SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

4.1 **Cornerstones of Care.** Cornerstones of Care represents, warrants and covenants to Client as follows:

(a) **Performance.** All of the Services will be provided and performed by Cornerstones of Care in a workmanlike manner, with professional diligence and skill, and using sound and professional principles and practices in accordance with normally accepted industry standards.

(b) **No Infringement.** To Cornerstones of Care's knowledge, no Work Product will infringe the rights of any third party under applicable law.

(c) **No Conflict.** Cornerstones of Care's execution and performance of this Agreement do not and will not violate the legal or contractual rights of any third party.

(d) **Compliance.** Cornerstones of Care will observe and comply with, and cause its nonparty affiliates and any third party who assists Cornerstones of Care in performing under this Agreement to observe and comply with, Client's policies notified in writing to Cornerstones and applicable law that apply to the provision and performance of the Services, including with respect to (i) maintenance and retention of records, (ii) non-discrimination on the basis of race, color, religion, sex, sexual orientation/gender identity, age, national origin, disability, veteran status or any other basis prohibited by applicable law, (iii) provision of a drug-free workplace, (iv) Background Checks, and (v)

confidentiality of Student Information, including pursuant to the Family Educational Rights and Privacy Act of 1974.

(e) Power and Authority; Binding Agreement. Cornerstones of Care has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Cornerstones of Care, enforceable against Cornerstones of Care in accordance with its terms. Cornerstones is duly qualified to do business and is in good standing in the jurisdiction(s) in which the Services will be provided and performed. The individual signing this Agreement on behalf of Cornerstones of Care has been properly authorized and empowered to enter into, and bind Cornerstones of Care to, this Agreement.

(f) Insurance. Cornerstones of Care will procure and maintain in effect (i) worker's compensation insurance that complies with applicable law and provides appropriate coverage for the Services, and (ii) comprehensive general liability insurance, including automobile liability insurance, in a sum no less than \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 with financially sound and reputable insurers licensed to conduct the business of insurance in the jurisdiction(s) in which the Services will be provided and performed. Upon Client's request, Cornerstones of Care will (i) provide Client with a certificate of insurance from Cornerstones of Care's insurer evidencing the required insurance coverage and provide 30 days' notice of cancellation or material change, and (ii) cause the insurance policies to be endorsed to include Client as an additional insured.

4.2 Client. Client represents, warrants and covenants to Cornerstones of Care as follows:

(a) Power and Authority; Binding Agreement. Client has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Client, enforceable against Client in accordance with its terms. The individual signing this Agreement on behalf of Client has been properly authorized and empowered to enter into, and bind Client to, this Agreement.

(b) Appropriation. If Client is a governmental entity, Client represents and warrants that sufficient funds have been budgeted, appropriated and otherwise made available and a sufficient balance remains available for payment by Client under Section 2.1. If the term of this Agreement covers multiple fiscal years of Client, the foregoing representation and warranty will apply only to the first fiscal year.

4.3 No Other Representations or Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 4, (I) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON THE PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (II) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

#### **SECTION 5. CONFIDENTIALITY.**

5.1 General. Cornerstones of Care will treat as confidential the Work Product, Student Information (as defined below) and any other information that may be disclosed, provided or made accessible by Client under this Agreement ("Confidential Information"). Without the express written consent of Client, Cornerstones of Care will not disclose Confidential Information to any third party, nor use that information, directly or indirectly, other than as contemplated by this Agreement. Notwithstanding the foregoing but subject to Section 5.2, Confidential Information does not include, and this Agreement imposes no obligation upon Cornerstones of Care with respect to, information that

Cornerstones of Care demonstrates (i) was in Cornerstones of Care's possession on a non-confidential basis before receipt from Client or any of its nonparty affiliates, (ii) has become generally available to the public other than as a result of disclosure by Cornerstones of Care or any of its nonparty affiliates, (iii) has become available to Cornerstones of Care on a non-confidential basis from a source other than Client or any of its nonparty affiliates, provided that the source is not known by Cornerstones of Care or any of its nonparty affiliates to be bound by a confidentiality agreement with Client or any of its nonparty affiliates, or otherwise prohibited from transmitting the information to Cornerstones of Care by a contractual, legal, fiduciary or other obligation, or (iv) which is required to be disclosed by judicial or administrative process, provided Cornerstones of Care must promptly notify Client and allow Client a reasonable time to oppose that process, if appropriate, in the sole discretion of Client.

5.2 Student Information. Cornerstones of Care will not disclose any patient, educational or medical record information regarding any Student ("Student Information") to any third party, except where permitted or required by applicable law, or where such disclosure is expressly approved in writing by Client, the Student (to the extent eligible) or a parent of the Student.

#### **SECTION 6. INDEMNIFICATION; LIMITATION OF LIABILITY.**

6.1 Indemnification. To the extent permitted by applicable law, each party will indemnify, hold harmless and defend the other party and its nonparty affiliates from and against, and will reimburse those indemnified persons with respect to, any and all claims, demands, causes of action, proceedings, losses, damages, debts, expenses, liabilities, fines, penalties, deficiencies, judgments or costs, including reasonable attorney fees, court costs, amounts paid in settlement, and costs and expenses of investigations, at any time and from time to time asserted against or incurred by any of those indemnified persons arising out of, in connection with, resulting from or by reason of (i) any breach of this Agreement by the indemnifying party, (ii) any negligent or more culpable act or omission of the indemnifying party or any of its nonparty affiliates in connection with the performance of its obligations under this Agreement, or (iii) any injury to an individual (including death) or damage to property caused by the indemnifying party or any of its nonparty affiliates.

6.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, TO THE OTHER PARTY OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES, EVEN THOUGH ADVISED OR OTHERWISE AWARE OF THE POSSIBILITY OF THOSE DAMAGES, EXCEPT FOR THIRD-PARTY CLAIMS THAT ARE SUBJECT TO THE FOREGOING INDEMNIFICATION.

6.3 Claims Procedures; No Waiver of Immunity. If Client is a governmental entity, (i) this Section 6 is subject to the required administrative procedures and remedies in the event of a claim asserted against Client and (ii) Client preserves, and nothing in this Section 6 will be construed as a waiver by Client of, any sovereign or governmental immunity recognized by applicable law.

#### **SECTION 7. CLIENT PROPERTY.**

7.1 Work Product. All work product resulting or derived from, or made in the course of provision and performance of the Services, including any invention, research results, software program, and written material (collectively, "Work Product"), will be considered "work for hire" and, unless already in the public domain, all right, title, ownership and interest in items of Work Product will be vested exclusively in Client. Cornerstones of Care will promptly execute any and all documents and instruments as may be necessary to evidence, protect, perfect or

otherwise confirm Client's rights hereunder in respect of Work Product.

7.2 Other Client Property. Any and all equipment, tools, materials, records and data furnished to Cornerstones of Care by Client in connection with the provision and performance of the Services and any and all materials, records and data containing Confidential Information, including in each case all copies thereof regardless of form, format or medium, are and will remain the sole property of Client.

## **SECTION 8. GENERAL PROVISIONS.**

8.1 Force Majeure. No party will be liable or responsible to the other party, or be considered to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control ("Force Majeure Event"). The impacted party will give notice within three days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party will use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The impacted party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.

8.2 Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, and permitted assigns. Cornerstones of Care may not assign or transfer to any third party any of its rights or obligations hereunder without the prior written consent of Client.

8.3 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and permitted assigns and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity.

8.4 No Exclusive Agreement. This is not an exclusive agreement. Client is free to engage others, and Cornerstones of Care is free to accept engagement by others, to provide and perform services the same as or similar to the Services.

8.5 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered by (i) by overnight courier service, with proof of delivery; (ii) certified or registered mail, with proof of delivery; or (iii) by email, with confirmation of receipt, using the recipient party's address or email address set forth in the Services Agreement. A party may change its address or email address by notice to the other party in accordance with this section.

8.6 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. If any provision contained in the Services Agreement conflicts with any provision contained in these Terms and Conditions, the provision contained in the Services Agreement will govern.

8.7 Amendment. This Agreement may be amended and the terms hereof may be waived only by a written instrument signed by both parties or, in the case of a waiver, by the party waiving compliance.

8.8 No Waiver. No failure or delay by any party in exercising any

right, power or privilege hereunder will operate as a waiver of any right, power or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power or privilege will preclude the further or full exercise thereof.

8.9 Severability. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

8.10 Remedies. Except as otherwise provided herein, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.

8.11 Publicity. Neither party will use any trademark, name or logo of the other party in any publicity release, advertising or other promotional activity without the prior written consent of the other party.

8.12 Consent to Conduct Business Electronically. Either or both parties may use electronic records and electronic signatures for the execution and delivery of this Agreement and in connection with the matters contemplated by this Agreement. Except as otherwise specifically set forth in this Agreement, the parties may use and rely upon electronic records and signatures for all agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement.

8.13 Construction; Additional Definitions. In interpreting and construing this Agreement, unless expressly stated herein to the contrary or the context requires otherwise: (i) all captions, headings and similar terms are for convenience of reference only; (ii) "herein," "hereof," "hereunder," "hereby" and similar terms refer to this Agreement as a whole; (iii) terms used in the plural include the singular and vice versa; (iv) reference to any document means the document as amended or modified and as in effect from time to time; (v) "including," "include," "includes" and variations thereof will be construed as if followed by the phrase "without limitation"; (vi) "or" and "any" have the inclusive meaning represented by the phrases "and/or" and "any or all", respectively; (vii) reference to an article, section, schedule or exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement; (viii) "day" means "calendar day" and when calculating a period of time, the day that is the initial reference day in calculating the period will be excluded; (ix) "law" means any foreign, federal, state or local law, statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; (x) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private); (xi) "party" and "parties" means each or all, as appropriate, of the persons who have executed and delivered this Agreement; (xii) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association or other entity or governmental authority; and (xiii) "nonparty affiliates" means, with respect to a party, the affiliates and the members, partners, stockholders, trustees, directors, managers, officers, employees, consultants, advisors representatives, agents and subcontractors, as applicable, of the party and its affiliates. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

**Columbus Public Schools  
Special Education  
Projection Numbers**

Year	14-15	15-16	16-17	17-18	18-19	19-20 Closure Year	20-21 Remote Learning Synergy	21-22	22-23	23-24 Current Year	24-25 Projection
Public School Special Ed.	587	561	553	555	583	617	515	707	739	770	800
Non-Pub School Special Ed.	98	74	67	82	74	77	74	80	93	98	105
Total Special Education Served B-21	685	635	620	637	689	694	589	787	832	868	905