

Regular Meeting
Monday, May 15, 2023 5:30 PM
Columbus Middle School
2200 26th Street
Columbus, NE 68601

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

I.F. Opportunity for Public to be Heard

I.G. Recognitions

I.G.1. CHS Student Recognitions

I.G.2. CMS Student Recognitions

I.H. Board Special Functions

I.H.1. SkillsUSA Request for Funds for National Competition for 3 Students

I.H.2. Approval of the Elementary Supply Lists for 2023-2024

I.H.3. Sale of Columbus Public Schools share in the CPS/ESU 7 Student Center to Educational Service Unit #7

I.H.4. Second and Final Reading of Policy 506.015 Activity Cooperative and 506.015R Activity Cooperative Regulation

I.H.5. CHS Girls Basketball Approval for Out of State Travel to attend Basketball Camps

- I.H.6. CMS EL Updates for the 2023-2024 Course Handbook
- 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
 - I.J.3. Financial Report M5
 - I.J.4. Certified Personnel
 - I.J.5. Classified Personnel
 - I.J.6. Tentative Graduate List 2023
 - I.J.7. Professional Travel
- I.K. Acceptance of Gifts/Donations
- I.L. Curriculum and Instruction
 - I.L.1. Administrative Functions
 - I.L.1.1. CHS & CMS Instructional Materials
 - I.L.2. Updates
- I.M. Business Operations and Human Relations
 - I.M.1. Administrative Functions
 - I.M.1.1. Wage and Benefit Approval 2023-2024
 - I.M.1.2. Declaration of Surplus Materials
 - I.M.2. Updates
- I.N. Buildings & Sites/Technology
 - I.N.1. Administrative Functions
 - I.N.1.1. CASSETTE House Bid Approval

I.N.2. Updates

I.O. Student Services

I.O.1. Administrative Functions

I.O.1.1. B.I.S.T. Services Agreement

I.O.2. Updates

I.P. Superintendent's Report

I.Q. Board Sharing

II. Executive Session

III. Adjourn

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| Band | | | |
| Earning a Superior Rating at District Music Contest | | | |
| Dayanera Rullo | Marimba Solo/Percussion Ensemble "Big Adventure"/Symphonic Band | | |
| Jarrett Peabody | Snare Drum Solo/Percussion Ensemble "Big Adventure"/Symphonic Band/Jazz Band | | |
| Keedyn Krepel | Tenor Drum Solo/Percussion Ensemble "Big Adventure"/Symphonic Band | | |
| Robert "Trey" Hackett | Tenor Drum Solo/Percussion Ensemble "Big Adventure"/Symphonic Band | | |
| Mia Chaicoj-Pinto | Percussion Ensemble "Flotsam and Jetsam" | | |
| Kenton Cortez-Carreto | Percussion Ensemble "Flotsam and Jetsam" | | |
| Melissa Gomez-Vazquez | Percussion Ensemble "Flotsam and Jetsam" | | |
| Caleb Kitt | Percussion Ensemble "Flotsam and Jetsam" | | |
| Bryan Alvarado | Marimba Solo/Percussion Ensemble "Big Adventure"/Symphonic Band/Jazz Band | | |
| Jacquiline Sanchez-Sanchez | Baritone Solo/Symphonic Band | | |
| Allyana McFadden | French Horn Solo/Symphonic Band | | |
| Jaylynn Sylvester | Marimba Solo/Percussion Ensemble "Big Adventure"/Symphonic Band/Jazz Band | | |
| Sage Warner | Percussion Ensemble "Big Adventure"/Symphonic Band | | |
| Angel Osorio Sagastume | Percussion Ensemble "Big Adventure"/Symphonic Band/Jazz Band | | |
| Ally Gaver | Percussion Ensemble "Big Adventure"/Symphonic Band | | |
| Isabella Hill | Symphonic Band/Jazz Band | | |
| Mia Quini | Jazz Band | | |
| Jocelyn Sohl | Jazz Band | | |
| Riley Salak | Symphonic Band/Jazz Band | | |
| Granite Wielgus | Symphonic Band/Jazz Band | | |
| Jonathan Reiff | Jazz Band | | |
| Riley Gausman | Symphonic Band/Jazz Band | | |
| Rebecca Anderson | Symphonic Band/Jazz Band | | |
| Leo Saldana | Jazz Band | | |
| Emma Anderson | Symphonic Band | | |
| Emma Carlson | Symphonic Bnad | | |
| Perah Connelly | Symphonic Band | | |
| Josie Davlin | Symphonic Band | | |
| Mackenzie Divis | Symphonic Band | | |
| Emma Dunn | Symphonic Band | | |

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|--|---------------------------|--|--|
| Cooper Duranski | Symphonic Band | | |
| Julianna Figge | Piano Solo/Symphonic Band | | |
| Madalyn Medinger | Symphonic Band | | |
| Emma Moore | Symphonic Band | | |
| Josue Morales | Symphonic Band | | |
| Emily Niles | Symphonic Band | | |
| Brenna Quincy | Symphonic Band | | |
| Greta Roberts | Symphonic Band | | |
| Caia Samuelson | Symphonic Band | | |
| Logan Schwebach | Symphonic Band | | |
| Sara Sprunk | Symphonic Band | | |
| Carter Trebac | Symphonic Band | | |
| Jennifer Trotter | Symphonic Band | | |
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| | | | |
| Earning the Outstanding Performance Award at District Music Contest | | | |
| Isabella Hill | Clarinet Solo | | |
| Jarrett Peabody | Alto Saxophone Solo | | |
| Jac Dreifurst | Marimba Duet | | |
| Bryan Alvarado | Marimba Duet | | |

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| Vocal | | | |
| District Music Contest Solo/Small Ensemble Superior Rating | | | |
| Elizabeth Hoskovec | Vocal Solo | | |
| Brenna Wemhoff | Vocal Solo | | |
| Alyvia Williams | Vocal Solo | | |
| Nathaniel Navarrete | Vocal Solo | | |
| Bryan Alvarado | Vocal Solo | | |
| Kasha Iwan | Vocal Duet | | |
| Elizabeth Hoskovec | | | |
| Fatima Munoz | Vocal Duet | | |
| Sheyla Monteza-Gonzalez | | | |
| Aidan Ballentine | Vocal Quartet | | |
| Riley Gausman | | | |
| Nathaniel Navarrete | | | |
| Duncan Rosno | | | |
| Elizabeth Hoskovec | Vocal Quartet | | |
| Eden Jackson | | | |
| Sarah Lasso | | | |
| Jenna Taylor | | | |
| | | | |
| District Music Contest Outstanding Performance Award | | | |
| Jenna Taylor | Vocal Solo | | |
| Caitlin Campbell | Vocal Quartet | | |
| Sheyla Monteza-Gonzalez | | | |
| Jenna Taylor | | | |
| Abby Wurdeman | | | |
| | | | |
| District Music Contest Large Ensemble: Superior With Distinction | | | |
| Alvarado, Bryan R. | Captain's Chorale | | |
| Bell, Jarrett A. | | | |
| Eads, James E. | | | |
| Estrada-Morales, Alan J. | | | |

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| Fleeman, Sydney M. | | | |
| Fuentes-Quelex, Kenneth R. | | | |
| Garcia, Karissia D. | | | |
| Gausman, Riley D. | | | |
| Gronenthal, Avrianna L. | | | |
| Hernandez, Noemi | | | |
| Hoskovec, Elizabeth R. | | | |
| Hudnall, Lillian V. | | | |
| Iwan, Kasha M. | | | |
| Jackson, Eden S. | | | |
| Klevemann, Tessa J. | | | |
| Lasso, Sarah M. | | | |
| Lehr-Hirschbrunner, Kaylee R. | | | |
| Lepant, Lilly | | | |
| Martinez, Eric M. | | | |
| Maschmeier, Trever J. | | | |
| Merida, Abigail M. | | | |
| Moore, Emma R. | | | |
| Nuno-Perez, Kaylen | | | |
| Orozco-Hernandez, Jimmy E. | | | |
| Osorio-Sagastume, Angel A. | | | |
| Pacheco, Alissa R. | | | |
| Patel, Daksh L. | | | |
| Reed, Emily K. | | | |
| Robbins, Harrison J. | | | |
| Shevlin, Ella May R. | | | |
| Suchan, Kayden L. | | | |
| Taylor, Danica R. | | | |
| Taylor, Jenna C. | | | |
| Thoms, Ashton L. | | | |
| Wemhoff, Brenna L. | | | |

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| Williams, Alyvia R. | | | |
| Wurdeman, Abby K. | | | |
| Zobel-Stevens, Conor R. | | | |
| | | | |
| Alvarado, Bryan R. | The New World Singers | | |
| Eads, James E. | | | |
| Fuentes-Quelex, Kenneth R. | | | |
| Gausman, Riley D. | | | |
| Hoskovec, Elizabeth R. | | | |
| Iwan, Kasha M. | | | |
| Jackson, Eden S. | | | |
| Jansen, Parker J. | | | |
| Lasso, Sarah M. | | | |
| Martinez, Eric M. | | | |
| Nuno-Perez, Kaylen | | | |
| Pacheco, Alissa R. | | | |
| Patel, Daksh L. | | | |
| Robbins, Harrison J. | | | |
| Shevlin, Ella May R. | | | |
| Taylor, Jenna C. | | | |
| Tiemeyer, Jayden D. | | | |
| Williams, Alyvia R. | | | |
| Wurdeman, Abby K. | | | |

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|--------------------|--|--|--|--|
| FBLA | State Leadership Conference | | | |
| Toby Luedders | 3rd Place - Business Calculations & Honorable Mention - Securities & Investments | | | |
| Caitlin Campbell | 8th Place - Intro to Public Speaking | | | |
| Sheyla Monteza | 8th Place - Intro to Event Planning | | | |
| Cambell Tessendorf | | | | |
| Riley Kohles | Honorable Mention - Word Processing | | | |
| Riley Kohles | | | | |
| Ayushi Patel | | | | |
| Taina Davis | Honorable Mention - Marketing | | | |

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| FCCLA | |
| | |
| Zoe Roehl | 1st place Jr. Creed speaking |
| Kiara Barnes | 1st Place Promoting FCCLA |
| Jordyn Trotta | 1st Place Promoting FCCLA |
| Suzette Padilla | 2nd Place Promoting FCCLA |

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|----------------|---|-------------|
| Robotics | US OPEN Robotics National Championship | |
| Chase Ditter | National Runner Up and Think Award Winner | |
| Nykolys Rutten | National Runner Up and Think Award Winner | |
| Kristina Smith | 3rd Place National Skills Challenge | CMS Student |
| Alex Ogle | 3rd Place National Skills Challenge | CMS Student |

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| SkillsUSA | |
| | |
| Blake Ramaekers | 1st Place at state for mechatronics - part of a team |
| Fisher Cyza | 1st place at state for mechatronics - part of a team |
| Tristan Kamm | 1st place at state for motorcycle service technology |

| World Languages | UNL State Competition Event | Place |
|----------------------------|-----------------------------|-------------|
| Rocio Espin Espinosa | Poetry HS | First place |
| Sarah Lasso | Music HS | First place |
| Silvia De Leon | Art HS | First place |
| Karyme Arcos | Drama HS | First place |
| Rafael Azpeitia | Drama HS | First place |
| Sarah Lasso | Drama HS | First place |
| Amairany Hernandez Mendoza | Drama HS | First place |
| Kelyn Garrelts | Dance Level 2 | First place |
| Jessica Larson | Dance Level 2 | First place |
| Reagan Messersmith | Dance Level 2 | First place |
| Eden Jackson | Dance Level 2 | First place |
| Kelyn Garrelts | Drama Level 2 | First place |
| Jessica Larson | Drama Level 2 | First place |
| Reagan Messersmith | Drama Level 2 | First place |
| Brenden Serr | Drama Level 2 | First place |
| | | |
| Amairany Hernandez | Music HS | Runner- up |
| Sarah Lasso | Poetry HS | Runner- up |
| Eden Jackson | Music Level 2 | Runner- up |
| Nicholas Bennett | Poetry Level 2 | Runner- up |
| Liam Blaser | Drama Level 2 | Runner- up |
| Charlee Salinas | Drama Level 2 | Runner- up |
| Emmaletha Riedmiller | Drama Level 2 | Runner- up |
| Tristan Kamm | Drama Level 2 | Runner- up |
| Elizabeth Thompson | Drama Level 2 | Runner- up |
| Hector Ramos De La Cruz | Drama HS | Runner- up |
| Shelley Cuin Escalante | Drama HS | Runner- up |
| Alan Adame Alcantar | Drama HS | Runner- up |
| Arely Aguilar | Drama HS | Runner- up |

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| Gregory Davidchik | | 1st Place Affiliate Finals at UNK | Team Event |
| Ellysha Roelle-Scheel | | 1st Place Affiliate Finals at UNK | |
| Logan Schwebach | | 1st Place Affiliate Finals at UNK | |
| Aidan Divis | | 1st Place Affiliate Finals at UNK | |
| Taley Dittmar | | 1st Place Affiliate Finals at UNK | |
| Joseph Kallhoff | | 1st Place Affiliate Finals at UNK | |
| Sydney Miller | | 1st Place Affiliate Finals at UNK | |

CMS BOE Student Recognitions 2023

Scholastic Art Awards -

"Nationally, there were more than 350,000 submissions from talented students across the country and provided access to more than \$10 million in scholarships. Since 1923, the Scholastic Art & Writing Awards have recognized the exceptional vision of our nation's talented teens. All 7th – 12th graders are eligible to enter. Any 7th grader must be age 13 at the time of creating an account. All submissions will go through Scholastic Art Awards' website www.artandwriting.org. Seventeen art categories include architecture & industrial design, ceramics & glass, comic art, design, digital art, drawing & illustration, editorial cartoon, fashion, film & animation, painting, jewelry, photography, mixed media, printmaking, sculpture, video games, and art portfolio."

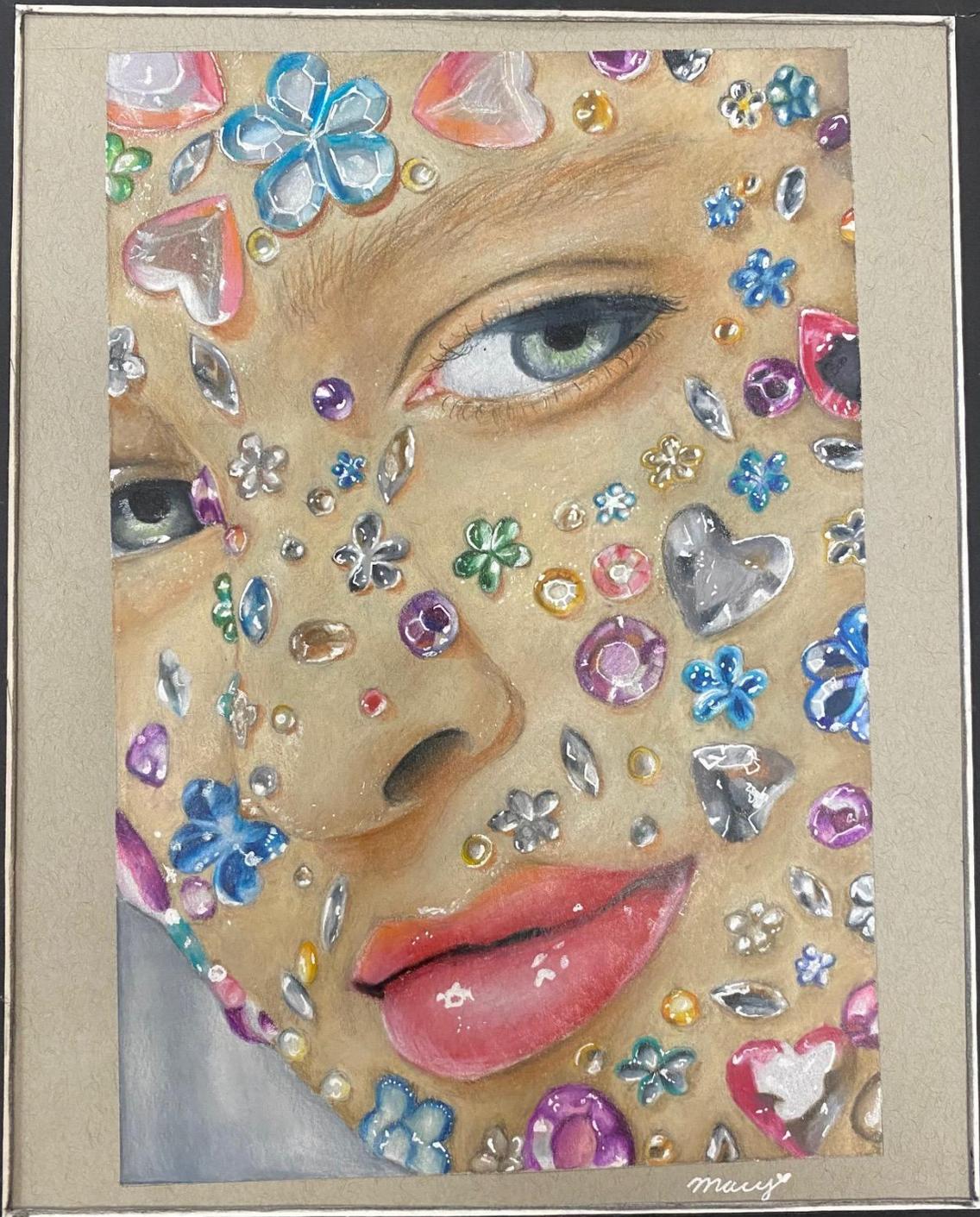
Regional (State Level) Awards Earned:

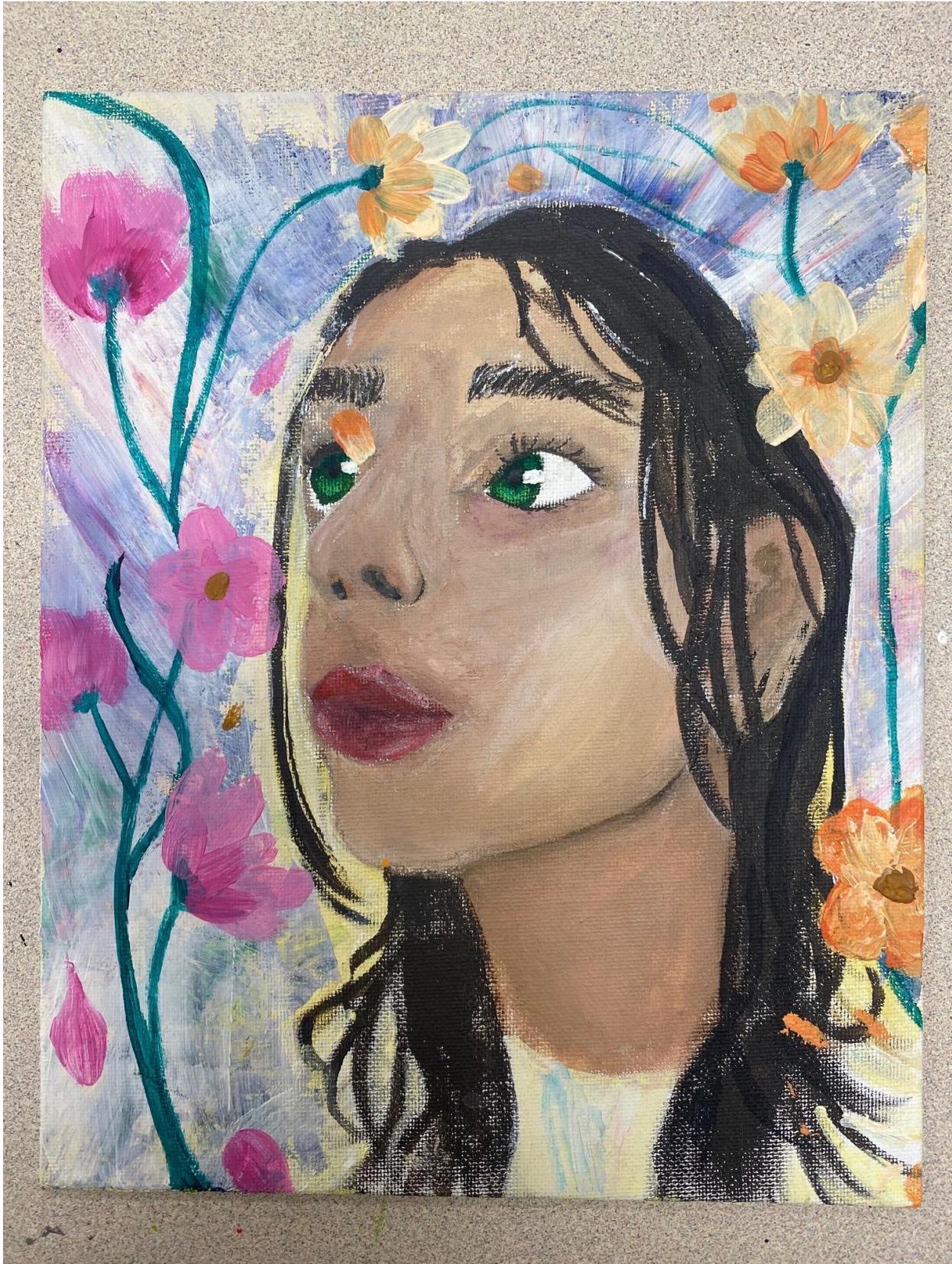
Janie Lenser - Gold Key (Highest Honor) - "Hallucination" Ceramic Piece

Macy Wemhoff - Gold Key (Highest Honor) - "Face of Gems" Drawing

Gianella Hernandez - Honorable Mention - "Green Eyes" Painting







Nebraska Music Educators Association Middle Level All State Choir.
These students submitted an audition virtually and were selected from singers from all over the state of Nebraska to learn advanced level music and work with a Nationally renowned director at the University of Lincoln. They performed with 150 top singers from across the state.

Gabriel Sepulveda
Grace Wacha
Kiele Naslund
Azael Baro
Yazhir Chavez
Joshua Marquez-Rodriguez
Devam Patel

Columbus Public Schools Elementary School Supply List 2023-24

PRESCHOOL

The following items need to have names on them:

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

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

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

KINDERGARTEN

The following items need to have names on them:

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

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

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

1ST GRADE

The following items need to have names on them:

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

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

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

2ND GRADE

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

3RD GRADE

- 1 - Book bag
- 1 - 3-ring binder (1 inch)
- 4 - Glue sticks
- 4 - Expo dry erase markers (black only)
- 2 - Packages of 12, #2 yellow pencils (sharpened)
- 1 - Red pens (for checking)
- 1 - Large eraser
- 1 - 24 count box of **Crayola** crayons
- 1 - **Crayola** markers
- 1 - 3 ring pencil pouch
- 1 - Fiskar scissors
- 3 - Folders w/ two bottom pockets (3 hole punched)
- 1 - Composition Wide-Ruled Notebook - 9 1/2 x 7 1/2 (no spiral bound)
- 1 - Package of wide-ruled paper
- 2 - Large boxes of Kleenex to share
- 1 - Gallon Baggies- Girls
- 1 - Quart Baggies - Boys
- 1 - Headphones to use with iPads - Wired, not wireless/bluetooth

4TH GRADE

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

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

DRAFT 12/19/2022

DRAFT 1/13/2023

Draft 2/16/2023

Draft 3/6/2023

SETTLEMENT AGREEMENT and RELEASE OF CLAIMS

This agreement is made by and between **Educational Service Unit No. 7** ("ESU 7") and **Columbus Public Schools**, legally know as **Platte County Columbus 71-0001** ("Columbus").

WHEREAS, ESU 7 and Columbus are parties to an Interlocal Cooperation Agreement for Joint Special Education Facility dated October 11, 2010 ("Interlocal Agreement");

WHEREAS, there is a dispute regarding the parties' rights, responsibilities, and obligations under the Interlocal Agreement;

WHEREAS, the parties desire to avoid any litigation expense, resolve this uncertainty now, and to execute this Settlement Agreement and Release of Claims ("Agreement") constituting a settlement and a release settling all claims regarding the parties' Interlocal Agreement;

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as set forth below.

1. **Payment.** ESU 7 shall provide \$150,000 to Columbus Public Schools Board of Education as payment for this release of claims. Columbus Public will vacate the currently occupied space on or before July 31, 2023. The parties agree that the payment provided pursuant to this Agreement may not be submitted to the Nebraska Department of Education for special education or Title reimbursement.
2. **Mutual Release.** In consideration of the terms contained in this Agreement and other good and valuable consideration exchanged between the parties, the parties, for themselves and for their officers, board members, administrators, employees, agents, representatives, successors, and assigns, hereby agree to mutually release and discharge their officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions, past and present, known or unknown, arising out of and/or related in any way, either directly or indirectly, to the Interlocal Agreement. This release shall be construed liberally, and shall encompass all claims that have been asserted, or that could have been asserted, by the parties arising out of the Interlocal Agreement.

DRAFT 12/19/2022

DRAFT 1/13/2023

Draft 2/16/2023

Draft 3/6/2023

3. **Binding Nature of Agreement.** This Agreement shall be forever binding on the parties, and their representatives, successors, and assigns.
4. **No Admission of Liability.** This agreement is not to be construed as an admission of liability on the part of either party hereto.
5. **Entirety of Agreement.** This Agreement contains the entire agreement between the parties hereto, and its terms are contractual and not a mere recital.
6. **Nebraska Law.** This Agreement shall be construed in accordance with the laws of the State of Nebraska. The parties agree that any dispute arising hereunder shall be submitted only to a state court or federal court of competent jurisdiction in Nebraska to whose jurisdiction the parties' consent.
7. **Construction of Agreement.** Whenever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is determined to be invalid under applicable law, the remainder of the Agreement will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions. This Agreement shall not be construed against the party initially preparing or implementing revisions, but shall be construed as if the parties jointly prepared it, and any uncertainty or ambiguity shall not, on the grounds of authorship, be interpreted against any party.
8. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
9. **Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.

DRAFT 12/19/2022
DRAFT 1/13/2023
Draft 2/16/2023
Draft 3/6/2023

**EDUCATIONAL SERVICE
UNIT NO. 7**

By: *Laraine Polk*
Laraine Polk (Mar 6, 2023 15:30 CST)

Title: ESU 7 Chief Administrator

Date: Mar 6, 2023

COLUMBUS PUBLIC SCHOOLS

By: *Troy Loeffelholz*
Troy Loeffelholz (Mar 6, 2023 16:06 CST)

Title: Superintendent

Date: Mar 6, 2023

ACTIVITY COOPERATIVE

Columbus Public Schools is supportive of providing extra-curricular opportunities to students including high school age students who do not attend Columbus High School. ~~but attend a parochial school based within the Columbus Public Schools District boundaries, through the process of "co-oping."~~ Procedures and guidelines for the cooperative agreement will be developed by the Superintendent. An activity requiring the cooperation of the Columbus Public Schools with another school or district(s) must be approved by the Board of Education for the activity to become a part of the Columbus Public Schools Activity Program.

Co-oping in the Columbus Public Schools will only be allowed in activities that are NOT being provided for in other schools within our District. Activities that are eligible for cooping with the Columbus Public Schools include, but are not limited to the following:

Boys and Girls Tennis
Boys and Girls Swimming
Girls Softball
Boys Baseball

Each activity will carry a maximum number of participants. This number will be posted in the regulation that will accompany this policy. Once that number has been achieved, athletes may be released to bring that number to the maximum. Students released from the activity will be evaluated using criteria set forth by the coaches and activities director pending approval from the building administration and the superintendent.

Students from other schools who have been approved to co-op with Columbus Public Schools must comply with requirements that are requested of other students participating including (but not limited to) the passing of physical examinations and insurance requirements on record at Columbus High School. All ~~residents~~ participants of the participating cooperative school must purchase a "C-Stamp" that is required of all students who participate in activities. In addition students who participate in the cooperative who are not residents of the Columbus Public Schools boundaries will be required to pay a \$275 participation fee plus the "C-Stamp" cost for the first sport. Each additional sport will require ~~another~~ an additional \$275 fee. Fee's will be payable to the school in which the student is enrolled and Columbus Public

Schools will invoice the school where such student is enrolled for participation.

Students who choose to play a Cooperative Sport through Columbus High School must sign and have their parents sign a receipt that they understand the activity code of conduct for Columbus Public Schools. All students will be held to the same standard and consequences through the CHS Handbook.

ACTIVITY COOPERATIVE

If possible, co-op agreements will be determined for submission to the NSAA by April 1 preceding the year in which the cooperative agreement is to be implemented. If it is not possible to have it completed for the April 1 date, then agreements must be determined for submission to the NSAA by June 1 for fall activities, September 1 for winter activities and January 1 for spring activities (as established by the Nebraska Schools Activities Association). All agreements with the Columbus Public Schools will be for two (2) years.

The superintendent, including the high school principal and activities director will review the status of the Cooperative with the Activities Committee of the Board of Education ~~and a Committee of the parochial school board at least once a year.~~ The ~~Activities Committee Administration~~ will then report back to the entire Board of Education on an annual basis.

The superintendent will consider the recommendations of the high school principal and/or the high school activities director ~~and the Activity Committee of the Board~~ as to whether a future activity should be established or dissolved through cooperation. Should the Cooperative Agreement need to be dissolved, a minimum of a two year notice shall be given to all schools in the Columbus Public School Cooperative and a plan for cease to exist will be created.

ACTIVITY COOPERATIVE

The following general guidelines shall be approved, established and observed within Cooperative sports at Columbus High School.

Activities that are eligible for co-oping with the Columbus Public Schools include, but are not limited to the following:

Boys and Girls Tennis
 Boys and Girls Swimming
 Girls Softball
 Boys Baseball

Each activity will carry a maximum number of participants to determine whether or not students will be released from the activity. This cap is allowing for the highest and most manageable number of students for each sport that Columbus Public Schools, the coaches, and the administration believe can participate and be competitive. There are two caps, one guarantees a number of slots for Columbus Public Schools students and the other cap is the total number of students allowed to participate before any student is released from the activity.

| Sport | # CPS Students | Total # of Participants |
|-------------------------|-----------------------------------|--------------------------------------|
| Boys and Girls Tennis | 25 students (Varsity/JV) | 35 students (Varsity/JV) |
| Boys and Girls Swimming | 55 students (Varsity/JV) | 75 students (Varsity/JV) |
| Girls Softball | 32 students (Varsity/JV/Reserves) | 45 students (Varsity/JV/Reserves) |
| Boys Baseball | 32 students (Varsity/JV/Reserves) | 45 students (Varsity/JV/Reserves) |

Once that number has been achieved, athletes may be released to bring that number to the maximum. Students released from the activity will be evaluated by using criteria set forth by the coaches and activities director pending approval from the building administration and the superintendent.

Cooperative Agreement Guidelines

Students from other schools who have been approved to co-op with Columbus Public Schools must comply with requirements that are requested of other students participating including (but not limited to):

COOPERATIVE ACTIVITIES

1. Passing of physical examinations and insurance requirements.
2. Purchase a “C-Stamp” that is required of all students who participate in activities.
3. Students who participate in the cooperative who are not residents of the Columbus Public Schools boundaries will be required to pay a \$275 participation fee plus the “C-Stamp” price. Each additional activity a student participates in will require an additional \$275.
4. Fee’s will be payable to the school in which the student is enrolled and Columbus Public Schools will invoice the school where such student is enrolled for participation.
5. Students who choose to play a Cooperative Sport through Columbus High School must sign and have their parents sign a receipt that they understand the activity code of conduct for Columbus Public Schools. All students will be held to the same standard and consequences through the CHS Handbook, including being placed into the random drug testing pool with CHS students during that activity season.
6. Athletes from other schools will have the same consequences as CHS athletes should they break any of the rules set forth in the Code of Conduct.
7. If tryouts are to be conducted to warrant student release from the cooperative sport, a scoring system must be put in place for each sport and published as an exhibit to this regulation
8. All students will wear Columbus Discoverer attire or neutral clothing to practices and scrimmages. Clothing from other schools and/or club teams are not to be worn.
9. All students will wear Columbus Discoverer uniform attire clothing to all games and scrimmages. Clothing from other schools and/or club teams are not to be worn.
10. There will be no restrictions for student participation placed upon any cooperative agreement. All students will be allowed to participate on an equal basis.

Cooperative Review and Status:

The superintendent, including the high school principal and activities director will review the status of the Cooperative Agreement ~~with the Activities Committee of the Board of Education and a Committee of the parochial school board~~ at least once a year. If it is determined that the Cooperative Agreement is to be “dropped”;

1. “All” students from the co-op school will be allowed to participate in the sport until they have graduated from high school.
2. An agreement will be made to determine the date the Cooperative Agreement will cease to exist. There will be a minimum of 2-years notice of dissolving the Cooperative.

All Cooperative activities must be approved by the Columbus Public Schools Board of Education for it to become part of the Columbus Public Schools Activity Program. The

COOPERATIVE ACTIVITIES

Superintendent will consider the recommendation of the Activities Committee as to whether activities should be established in the future or current activities dissolved.

FIELD TRIP OR EXCURSION APPROVAL FORM
Activities That Result In Loss Of Student Days
Out of State Activities

Date: 4/16/23

Proposed Excursion date: 6/7 - 6/9

Requesting Individual: SCOTT SCHAEFER

Student group for which request is made: CHS GIRLS BASKETBALL

Purpose of trip:

IMPROVEMENT OF SKILLS, IMPROVEMENT OF TEAM CHEMISTRY,
EXPOSURE TO RECRUITING OPPORTUNITIES.

Educational Benefit:

OPPORTUNITY TO BUILD A TEAM CULTURE IN AN
ALTERNATIVE SETTING, EXPOSURE TO DIVERSE POPULATIONS.

Nature of Request (Check One) 1 time only Annual

Is The Event Sanctioned? (NSAA Activity) Yes No

Cost of trip: COST WILL BE COVERED WITH FUNDRAISING & PWD INDIVIDUALS
Cost to

district: 0 How

will funds be raised: CONCESSIONS ACTIVITY ACCOUNT OF CBB ALREADY
ACCUMULATED.

Timelines of event: 6/7 - Morning Depart, 6/9 Return Late Evening

Number of student school days forfeited: -0-

Other pertinent information: I Realize This Request Does

- NOT FIT IN THE REQUESTED TIMELINE. THESE EVENTS

- ARE FLUID, AS MANY ARE NOT POSTED UNTIL

- LATE SPRING

-

-

File: 607.05R2

Page 2 of 2

Approval Signatures:

Principal: _____ Date: _____

Superintendent: _____ Date: _____

School Board President: _____

Date of Formal Board Approval: _____

Attach the following information along with this request.

- 1. A Detailed Budget Including Expenses and Revenue.*
- 2. Travel Information.*
- 3. Parental Permission Form.*
- 4. NSAA Waiver for Competitions In Excess of 600-miles Round Trip.*

FIELD TRIP OR EXCURSION APPROVAL FORM
Activities That Result In Loss Of Student Days
Out of State Activities

Date: 4/26/23

Proposed Excursion date: 6/13 - 6/15

Requesting Individual: SCOTT SEITNER

Student group for which request is made: CHS GIRLS BASKETBALL

Purpose of trip:

IMPROVEMENT OF SKILLS, IMPROVEMENT OF TEAM CHEMISTRY,
EXPOSURE TO RECREATIONAL OPPORTUNITIES.

Educational Benefit:

OPPORTUNITY TO BUILD A TEAM CULTURE, IN AN ALTERNATIVE
SETTING, EXPOSURE TO DIVERSE POPULATIONS

Nature of Request (Check One) 1 time only Annual

Is The Event Sanctioned? (NSAA Activity) Yes No

Cost of trip:

COST WILL BE SHARED WITH FUNDRAISING \$ AND INDIVIDUALS Cost to
district: 0. How

will funds be raised: CONCESSIONS ACTIVITY ACCOUNT OF CGBB
ALREADY ACCUMULATED

Timelines of event: DEPART 6/13, RETURN 6/15

Number of student school days forfeited: - 0 -

Other pertinent information: I Realize This Request Does Not

- Fit in the Requested Timeline. These Events Have

- Changed This Year and Many Were Not Posted Until

- Just The Week.

-

-

File: 607.05R2

Page 2 of 2

Approval Signatures:

Principal: _____ Date: _____

Superintendent: _____ Date: _____

School Board President: _____

Date of Formal Board Approval: _____

Attach the following information along with this request.

- 1. A Detailed Budget Including Expenses and Revenue.*
- 2. Travel Information.*
- 3. Parental Permission Form.*
- 4. NSAA Waiver for Competitions In Excess of 600-miles Round Trip.*

FIELD TRIP OR EXCURSION APPROVAL FORM
Activities That Result In Loss Of Student Days
Out of State Activities

Date: 4/26/23

Proposed Excursion date: 6/23 -26

Requesting Individual: SPOT SCHAEFER

Student group for which request is made: CHS GIRLS BASKETBALL

Purpose of trip:

IMPROVEMENT OF SKILLS, IMPROVEMENT OF TEAM CHEMISTRY,
EXPOSURE TO RECRUITING OPPORTUNITIES.

Educational Benefit:

OPPORTUNITY TO BUILD A TEAM CULTURE IN AN ALTERNATIVE
SETTING. EXPOSURE TO DIVERSE POPULATIONS.

Nature of Request (Check One) 1 time only Annual

Is The Event Sanctioned? (NSAA Activity) Yes No

Cost _____ of _____ trip:

COST WILL BE SHARED WITH FUNDRAISING & AID INDIVIDUALS Cost to

district: D- How

will funds be raised: CONCESSIONS ACTIVITY ACCOUNT CEB.

ALREADY ACCUMULATED.

Timelines of event: DEPART 6/23, RETURN 6/26

Number of student school days forfeited: -0-

Other pertinent information: I REALIZE THIS REQUEST DOES NOT

FIT IN THE REQUESTED TIMELINE. THESE EVENTS HAVE

CHANGED THIS YEAR AND MANY ARE NOT POSTED

UNTIL THIS WEEK.

-

-

-

File: 607.05R2

Page 2 of 2

Approval Signatures:

Principal: _____ Date: _____

Superintendent: _____ Date: _____

School Board President: _____

Date of Formal Board Approval: _____

Attach the following information along with this request.

- 1. A Detailed Budget Including Expenses and Revenue.*
- 2. Travel Information.*
- 3. Parental Permission Form.*
- 4. NSAA Waiver for Competitions In Excess of 600-miles Round Trip.*

FIELD TRIP OR EXCURSION APPROVAL FORM
Activities That Result In Loss Of Student Days
Out of State Activities

Date: 4/26/23 2/1

Proposed Excursion date: ~~4/30~~ - 7/2

Requesting Individual: SCOTT SCHAEFER

Student group for which request is made: CHS GIRLS BASKETBALL

Purpose of trip:
IMPROVEMENT OF SKILLS, IMPROVEMENT OF TEAM CHEMISTRY
EXPOSURE TO RECRUITING OPPORTUNITIES
-
-
-
-

Educational Benefit:
OPPORTUNITY TO BUILD A TEAM CULTURE IN AN ALTERNATIVE
SETTING. EXPOSURE TO DIVERSE CULTURES/POPULATIONS
-
-
-

Nature of Request (Check One) 1 time only Annual

Is The Event Sanctioned? (NSAA Activity) Yes No

Cost of trip:

COST WILL BE STATED WITH FUNDRAISING & INDIVIDUALS Cost to

district: - 0 - How

will funds be raised: CONCESSION ACTIVITY ACCOUNT C.B.B.

ALREADY ACCUMULATED.

Timelines of event: DEPART 7/1, RETURN 7/2

Number of student school days forfeited: - 0 -

Other pertinent information: I BECAUSE THIS REQUEST DOES NOT

- FIT IN THE REQUESTED TIMELINE THESE EVENTS ARE

- ALWAYS CHANGING AND DATES ARE OFTEN NOT

- POSTED UNTIL LATE SPRING.

-
-

File: 607.05R2
Page 2 of 2

Approval Signatures:

Principal: _____ Date: _____

Superintendent: _____ Date: _____

School Board President: _____

Date of Formal Board Approval: _____

Attach the following information along with this request.

- 1. A Detailed Budget Including Expenses and Revenue.*
- 2. Travel Information.*
- 3. Parental Permission Form.*
- 4. NSAA Waiver for Competitions In Excess of 600-miles Round Trip.*

TRAVEL

It shall be the policy of the Columbus Public Schools that the learning program allows for purposeful educational travel appropriate for elementary and secondary students. This travel shall only be used to enrich and extend essential classroom learning by placing students into situations and locations that a teacher(s) are unable to address, simulate, or replicate appropriately in the classroom. Educational travel shall always be a well-planned learning experience and must always be approved by the building principal or the principal's designee. Such travel shall absolutely not be used to reward or punish students.

Purposeful, meaningful, and well-planned education travel, involving trips into the community and immediate region, are encouraged at all levels if linked to essential classroom learning. Such travel generally is classified as a field trip.

The Board of Education in 2007 established a policy in which it would pay up to \$250 per student for out-of-state academic competitions for which students qualify.

Educational travel outside the State of Nebraska for domestic travel shall be restricted to students in grades seven through twelve. Travel requiring students to stay overnight must be approved by the building principal and the Superintendent. This travel must be approved by the Board of Education 12 months prior to trip. Special permission may be granted to an organization to make a short out-of-state trip to participate in a special event; for example, Midwest Band Clinic in Chicago, Presidential Inauguration in Washington, D.C., or a major jazz festival.

Non-School Sponsored Travel

In terms of out of country (foreign) travel, the district does not participate in summer travel to foreign countries. All planning and recruiting of students for such travel must take place off of school properties so to not confuse the trip being sponsored by the district or school. However, foreign travel may happen due to qualifications through state and national competitions and will be restricted to students in grades nine through twelve and approved by the Superintendent and Board of Education.

Whether a short field trip within Columbus or travel out of state, travel is discouraged whenever the time and expense to travel exceed the time available for students to engage in the learning directly or when the quality of the learning is not sufficient to justify the time and expense.

All travel shall be properly supervised by a school employee or employees. Parents and/or other adults, however, may be permitted to help in such supervision under the direction of a school employee.

Legal Reference: R.R.S. 79-611 Pupils; transportation; driver; liability policy; conditions

Cross Reference: 504.03 Student Conduct
506.01 Student Activity Eligibility

604 Instructional Curriculum
801 Transportation

Policy

Adopted: 12/11/06

Revised: 6/13/11

Revised: 9/16/13

Revised: 9/16/19

COLUMBUS PUBLIC SCHOOLS

Columbus, Nebraska

Reviewed: 9/16/13

INSTRUCTION - TRAVEL

Regulations for Field Trips

1. All field trips, and the arrangements for them, must have the approval of the building principals or the principal's designee in a manner specified by the building principal. Learning activities requiring students from multiple elementary buildings to travel shall be approved and coordinated with the Director of Curriculum or the Director's designee. Trips requiring overnight arrangements shall be limited to students in grades seven through twelve unless approved by the Superintendent.
2. The purpose of the field trip must be clearly defined, related to an essential classroom learning, meaningful and appropriate for students, and of high quality. Field trips shall not be used to punish students but may be used as an incentive to improve student performance as long as the criteria for participation is applied and communicated to all eligible students in a timely fashion prior to the time of the trip. In addition, the total time necessary for travel must not exceed the time available for students to directly engage in learning.
3. The cost of a field trip shall be determined in advance, and each building principal has the responsibility to see that the cost associated with the trip is reasonable and appropriate.
4. School employees shall appropriately supervise each field trip so that good student discipline is maintained both while traveling and while students are engaged in learning. Parents and other adults may help with such supervision under the direction of a school employee.
5. Each child who goes on a field trip must have written parental consent, and parents must be notified in advance of the field trip about the arrangements for the field trip. Such parental notification, however, shall not be initiated before obtaining appropriate administrative approval for the trip.
6. Arrangements for school bus transportation will be made well in advance, as directed, and without disrupting regular school bus schedules. The school bus safety code will govern the behavior of students while on the bus. Trip sponsors are responsible for the conduct of students while on the bus and while students are engaged in the learning activity.
7. Alcohol use, drug use, or other activities that place the student, other students, supervisors/sponsors, the public, or property at risk are strictly prohibited. Students who use alcohol, drugs, and/or act in a way that places the student, other students, supervisors/sponsors, the public, or property at risk shall receive a long-term suspension and/or expulsion from school upon their return from the trip. Each incident will be evaluated by the building principal to determine the appropriate consequences for the student or students involved in such misconduct.

Regulations for Field Trips, Continued

8. Students, teachers, and building principal will evaluate each field trip. A brief, written, evaluative summary of each trip is to be provided by the teacher to the building principal in a fashion specified by the principal.

Regulations for Domestic and Foreign Travel

1. All domestic and foreign travel shall have the recommendation of the building principal and the Superintendent before such travel will be considered by the Board of Education. Domestic and foreign travel shall not be used to punish students, but may be used as an incentive to improve student performance as long as the criteria for participation is applied and communicated to all eligible students in a timely fashion prior to the time of the trip. Approval for domestic or foreign travel shall be by an affirmative vote of the Board of Education at a regular or special meeting of the Board.

2. Domestic travel, travel involving an overnight stay, will be restricted to students in grades seven through twelve. Foreign travel will be restricted to students in grades nine through twelve unless otherwise approved by the Superintendent.

3. The purpose for such travel must be clearly defined, related to an essential classroom learning, meaningful and appropriate for students, and of high quality. The following must be submitted, in writing, to the building principal to begin the process of consideration:

- the purpose and rationale for travel;
- a complete travel itinerary;
- an explanation of the involvement of commercial agents (their obligations and any agreements to be entered into);
- arrangements for food and lodging;
- transportation arrangements;
- a plan of supervision, including the number of supervisors;
- all direct costs and an estimate of associated costs; and
- the method of evaluation.

4. Every effort should be made to provide all willing and qualified students with an opportunity to participate in such travel by eliminating, or substantially reducing, any financial cost to the student. If cost cannot be eliminated, sufficient time prior to the time of travel shall be provided to allow students a realistic opportunity to raise the money necessary to cover costs.

5. Supervision of traveling students shall be provided by a school employee. Parents and other adults may assist in such supervision as sponsors. For these types of trips, the following supervisor-to-student ratios will be used. A group of 15 students must have a minimum of 2 adult supervisors, a group of 16-24 students must have a minimum of 3 adult supervisors, and a group of 25-36 students must have a minimum of 4 adult supervisors. For larger groups on foreign travel, the maximum supervisor-to-student ratio must be 12 students to each adult plus one extra adult supervisor. Members of the

Regulations for Domestic and Foreign Travel, Continued

school employee's family shall not be allowed to travel with the group unless qualified for such travel as a student of the Columbus Public Schools or unless as an adult sponsor.

Travel supervisors and sponsors are responsible for student conduct at all times during the trip. Throughout the trip, supervisors/sponsors will have daily contact with each student and when applicable, the adult host of the student to evaluate his or her situation and to monitor his or her experience. In addition to daily contact, the supervisors/sponsors will implement a logistically possible plan to contact a limited number of students in person. How students are selected for direct contact will be at the discretion of the supervisor/sponsor.

6. Unless specifically a requirement of a class, students shall voluntarily participate in such travel without receiving educational credit from the Columbus Public Schools for their participation.

7. Unless specifically a requirement of a class, class time shall not be used for planning or organizing such activities. This does not, however, prohibit brief initial announcements, interest assessment, or providing printed information about the travel opportunity through bulletins or postings approved by the building principal.

8. Each student who travels must have written parental consent, and parents must be notified well in advance about travel arrangements prior to the trip. Such parental notification, however, shall not be initiated before obtaining Board of Education approval. In addition, unless specified otherwise by the Superintendent

Regulations for Domestic and Foreign Travel, Continued

upon the recommendation of the lead sponsor and the building principal, only students in good standing academically ("on track" to be promoted or to graduate on time and a grade point average of C or higher in the class associated with the trip) and in good standing behaviorally (no prior school incidents involving alcohol use, drug use, or incidents involving long-term suspension and/or expulsion) shall be eligible for domestic or foreign travel.

9. Alcohol use, drug use, or other activities that place the student, other students, supervisors/sponsors, the public, or property at the risk are strictly prohibited. Students who use alcohol, drugs, and/or act in a way that places the student, other students, supervisors/sponsors, the public, or property at risk shall receive a long-term suspension and/or expulsion from school upon their return from the trip. Each incident will be evaluated by the building principal to determine the appropriate consequences for the student or students involved in such misconduct.

10. Students, teachers, and the building principal will evaluate each field trip. A brief, written evaluative summary of each trip is to be provided by the teacher to the building principal in a fashion specified by the building principal.

Non-School Sponsored Travel

On occasion, students have the opportunity to participate in trips that appear to have a connection to the District and outside the regular school calendar, but which in fact are not school-sponsored. Some examples: (1) travel with a club sport team, even though the club team may be coached by our high school coach; (2) a band traveling to an out-of-state band contest that is arranged by a Booster Club; and (3) a foreign language teacher taking students abroad during the summer.

These opportunities are often worthwhile and beneficial to students. The message we want to make clear, however, is that these opportunities are not school-sponsored activities. All arrangements for such trips, including costs, travel, supervision, and safety are the responsibility of the group or person making the trip available to students. Columbus Public Schools has no responsibility for such trips. Anyone who is uncertain as to whether or not a particular opportunity is school-sponsored should contact the Superintendent, building principal, or Athletic Director.

Every effort should be made to restrict summer travel to in-state camps and competitions. Special circumstances may arise where an event or opportunity for students is not offered within the state for certain activities. Under these circumstances travel should be limited to a radius of 250 miles from Columbus.

Regulation
Adopted: 8/10/09
Revised: 6/13/11

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska
Reviewed: 6/13/11

EL Updates for the 2023 - 2024 Course Description Book

P. 22-23 PROPOSED: Please remove the following courses:

- English Language Development (5-8)
- Recently Arrived English (5-8)
- Recently Arrived Science (5-8)
- Recently Arrived Social Studies (5-8)
- Recently Arrived Writing (5-8)

Please add the following Courses/Descriptions:

1. English Language Development A (5-8) (must qualify) - This course is designed for recently arrived students (students who are new to schools in the U.S.) The purpose of this course is to develop basic English skills in the categories of speaking, listening, writing and reading. Time Zones Starter and Level 1 materials will be used in this course.
2. English Language Development B (5-8) (must qualify) - This course is designed for recently arrived students who have passed or tested out of English Language Development A. The purpose of this course is to develop English skills in the categories of speaking, listening, writing and reading. Time Zones Level 2 materials will be used in this course.
3. English Language Development C (5-8) (must qualify) - This course is designed for recently arrived students who have passed or tested out of English Language Development A and B. The purpose of this course is to develop English skills in the categories of speaking, listening, writing and reading. Time Zones Level 3 materials will be used in this course.
4. Foundational Reading (5-8) (must qualify) - This course is designed for recently arrived students (students who are new to schools in the U.S.). The focus of this course is to develop an understanding of word structure to help students read and spell words in English. This is a supplemental, support class that is not graded.
6. EL Language Arts (5-8) (must qualify) - This course is a Language Arts class designed for recently arrived EL students. Sheltered instruction will be used in this class to simultaneously address English Language Arts standards and skills (reading, writing, spelling) and English language skills in the domains of listening, reading, speaking and writing. This is a "bridge ELA course" and will prepare students to transition into core grade-level ELA courses.

7. EL Math (5-8) **small change - change definition of newcomer to less than 1 year

Regular Meeting
Monday, April 17, 2023 5:30 PM

ESU7/CPS Student Services Building
2563 44th Avenue
Columbus, NE 68601

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

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

Motion to excuse Ms. Becher. Passed with a motion by Doug Molczyk and a second by Michael Jeffryes.

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

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

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

I.E. Mission Statement

I.F. Opportunity for Public to be Heard

I.G. Board Special Functions

I.G.1. Presentations

I.G.1.1. CMS Presentation

Amy Haynes, CMS Principal presented information on Columbus Middle School. She said staff at CMS created a vision and purpose statement that is tied to the three building-wide goals: Becoming more proficient at understanding and responding to our data, supporting our students' behavioral needs using agreed upon best practices and collaborating around teachers and students' needs. They then broke it down and created a leading indicator and action plan. Mrs. Haynes said they have seen growth in PLC ratings. She said they have done a lot of work on increasing consistency of schoolwide expectations. Mrs. Haynes talked about the principal summit she has each school year. The HRS goal leading indicator is that teachers will have formal ways to provide input regarding initiatives and functioning of the school. This is based on the HRS survey. The UpBeat Survey showed improvement in 22 of the 23 categories, there was a lot of positive data. Staff also uses trust accelerators and non-negotiables that were chosen by

the staff. Well Managed Classroom Expectation Reviews are conducted each quarter during WIN time at CMS.

I.G.2. CMS 8th Grade Band Field Trip

The Superintendent recommends that the Board approve the CMS 8th Grade Band Trip. Passed with a motion by Mark Brown and a second by Doug Molczyk.

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

The out-of-state field trip approval is for the National Music Museum in Vermillion, SD. Mrs. Haynes said they do not need to fundraise, the museum is free. A group went this year, and it was a phenomenal trip.

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

There were no items removed from the Consent Agenda.

I.I. Consent Agenda

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

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

I.I.1. Approval of Minutes

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

Chip Kay, Director of Finance and Human Resources gave a brief explanation of the financial reports. He said balances are behind, which is expected. ESSERS Funds will be deposited tomorrow and next week. The funds are tied up in curriculum, the Cassette House Project and Kramer.

The General Fund account at First National Bank is in the process of being closed. The Nutrition Fund is showing unpaid balances, working on a grant to help with this deficit. The bond fund is in good shape along with the special building fund. Discussion regarding the deficit in the nutrition fund is being handled by calls from Wordware. The student still receives food. There have been some conversations with kitchen managers for suggestions on how to handle it. Dr. Kay said we have received less than half of the property taxes, the motor vehicle tax should be received in August. SPED and ESSER reimbursements are helping to get through at this time. Spending has been frozen, so there are not many expenditures.

I.I.3. Financial Report M5

Dr. Kay said the M5 report is showing expenditures for reimbursement of mileage, and music therapy for special education.

I.I.4. Certified Personnel

Dr. Kay talked about certified staff hires and resignations. The April 15, 2023 deadline for resignations has past, any that are submitted now will be on a case by case basis. He also said the principals are working hard to get hires done. Dr. Kay shared numbers from previous years of teachers who had resigned: after 2018-2019, 34 resigned, 19-20, 30 resigned, 20-21, 43 resigned. Last year there were 58 resignations. Dr. Kay said that is below the national average. Dr. Kay also indicated that we have had 44 resignations this year, 18 left because they wanted to teach somewhere else. Others were leaving the teaching field or were moving closer to home. Also noted that every district in the state has unfilled positions.

I.I.5. Classified Personnel

I.I.6. Professional Travel

Troy Loeffelholz, Superintendent, shared a brief explanation of the travel report.

I.J. Acceptance of Gifts/Donations

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

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

The Foundation has contributed \$38,964.36 for the month of March and \$118,668.29 for the year to date.

I.K. Curriculum and Instruction

I.K.1. Policies

I.K.1.1. Second and Final Reading of Policy 606.04 Media Centers

The Superintendent recommends that the Board approve the Second and Final Reading of Policy 606.04 Media Centers, as submitted. Passed with a motion by Theresa Seipel and a second by Mark Brown.

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

Yea: 5, Nay: 0, Absent: 1

Nothing has been changed since the first reading on the policy.

I.K.2. Administrative Functions

I.K.2.1. Elementary EL Programming and Resources

The Superintendent recommends that the Board approve the Elementary EL Programming and Resources, as submitted. Passed with a motion by Doug Molczyk and a second by Mark Brown.

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

Yea: 5, Nay: 0, Absent: 1

I.K.3. Updates

Curriculum, Instruction and Assessment Director Teresa Hausmann updated that the K-4 ELA pilot is underway. They will begin to pilot the second resource during the first quarter of next school year. Spring Testing is in progress.

Mrs. Hausmann said it was nice to have the Cognia visit done.

Mrs. Hausmann along with Ben Loeffelholz, CHS Stem Teacher, spoke about the new STEM Pathway Manufacturing Welding. Mr. Loeffelholz said this resource is above a high school level but easy to understand. It comes with a workbook. He said it covers more modern processes, and coding is included. This is a 6-year license. The other new pathways are Culinary Arts and Event Planning. There are three books that will be used in three courses. This will increase the rigor. The Early Childhood Education Pathway is new, and they are looking at two texts. The licensure is for 6 years.

The new ELA resources for 6th, 7th and 8th grade provide a seven-year contract, it comes with a consumable workbook, and also includes digital. Waggle is included in this product; it gives immediate feedback to the students. She will be meeting with 8th grade teachers to choose the novels. We have some but will likely need to purchase some as well. All proficiency scales are completed with these resources.

Mrs. Hausmann said that the reading curriculum is the most expensive product to purchase.

I.L. Business Operations and Human Relations

I.L.1. Administrative Functions

I.L.1.1. Fundraising Application Approval

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

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

Yea: 5, Nay: 0, Absent: 1

I.L.2. Updates

Dr. Kay updated on the scoreboard that was purchased by the Booster Club, it is up at CHS. He said he and Mr. Kwapnioski, Director of Buildings/Sites and Technology have secured matching funds for lights, they met with the company, they do not want to lose the grant matching funds. He is requesting permission to move forward. Funds have been put away for the project. This project will give CPS our own home stadium. The quote did not arrive in time for the meeting. The hope is it will be ready and usable by Fall 2023.

Dr. Kay said most of the bond information he is hearing is positive. He does ask community members if they are exercising their right to have 25% of their property tax refunded.

I.M. Buildings & Sites/Technology

I.M.1. Policies

I.M.2. Administrative Functions

I.M.2.1. ServiceMaster Contract for 2023-2024

The Superintendent recommends that the Board approve the 2023-24 ServiceMaster Contract, as submitted. Passed with a motion by Mark Brown and a second by Douglas Willoughby. Candace Becher: Absent, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 5, Nay: 0, Absent: 1

Leonard Kwapnioski shared the ServiceMaster contract and commented on the comparison from this year to last year. Mr. Kwapnioski said it is tough to get people to interview for CHS. They need people there at night. Most don't want to work from 3:30 to midnight. Kurt Shevlin at ServiceMaster has the people to do the work.

There was discussion about a new plan for summer maintenance and solutions for grounds upkeep.

I.M.3. Updates

Mr. Kwapnioski said that CASSETTE House bids are due next Tuesday.

I.N. Student Services

I.N.1. Policies

I.N.1.1. Second Reading of Special Education Policies and Procedures

The Superintendent recommends that the Board approve the Second Reading of Special Education Policy and Procedures. Passed with a motion by Doug Molczyk and a second by Michael Jeffryes.

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

Yea: 5, Nay: 0, Absent: 1

Mr. Harris talked about the review of all special education policies and procedures. KSB School Attorneys are recommending one policy and moving all other policies to procedures. Mr. Harris is asking the Board to consider adopting the changes.

I.N.2. Administrative Functions

I.N.3. Updates

I.O. Superintendent's Report

Dr. Loeffelholz commented on the Cognia visit. He said there were many positive comments on the focus on students and the positive culture at CPS. He said there are areas in need of improvement. The final report will be delivered this summer. He also commented on the bond campaign and the tremendous job the committee is doing. Dr. Loeffelholz said only registered voters will receive ballots in the mail, results will come in after 5:00 on May 9.

I.P. Board Sharing

Board Sharing included comments about the school year winding down and the amazing year CPS has had. We are all looking forward to graduation. Lots of thank yous to administration and staff. Many comments on the excitement about the bond issue.

II. Executive Session

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

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

Yea: 5, Nay: 0, Absent: 1

III. Adjourn

Motion to come out of executive session and adjourn at 8:06 pm. Passed with a motion by Theresa Seipel and a second by Mark Brown.

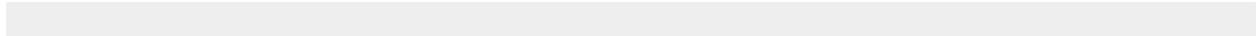
Candace Becher: Absent, Mark Brown: Yea, Michael Jeffryes: Yea, Doug Molczyk: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

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, April 17, 2023.

President

Secretary



| | DESCRIPTION | BEGINNING BALANCE | MONTH TO DATE RECEIPTS | MONTH TO DATE EXPENDITURES | END OF MONTH BALANCE | YTD BALANCE PRIOR YEAR |
|-----------------------|---|-------------------|------------------------|----------------------------|----------------------|------------------------|
| General Fund | Attachment M4a | | | \$ 269,897.48 | | |
| | Attachment M5 (prior Bd Mtg) | | | \$ 4,093,642.75 | | |
| | Transfer from FNB Trust (closed) | | \$ 379.89 | | | |
| | Receipts GP checking | | \$ 4,772,213.30 | | | |
| | GEN FUND - GREAT PLAINS STATE BANK | \$2,013,380.02 | \$ 4,772,593.19 | \$ 4,363,540.23 | \$ 2,422,432.98 | \$ 1,959,215.08 |
| | Dividends | | \$ 163.81 | | | |
| | Transfer out (closed moved to GP checking) | | \$ (379.89) | 0 | | |
| | GENERAL FUND - FNB TRUST (closed) | \$ 216.08 | \$ (216.08) | \$ - | \$ 0.00 | \$ 928,424.62 |
| | General Fund -Cash Balance | | | | \$ 2,422,432.98 | |
| Depreciation-GF | Transfer in from FNB/Depr | | \$ 2,394,089.74 | | | |
| | Interest | | \$ 848.10 | | | |
| | DEPRECIATION --- GP (New) | \$ - | \$ 2,394,937.84 | | \$ 2,394,937.84 | |
| | Dividends | | \$ 5,424.62 | | | |
| | Management Fees | | | \$ 625.14 | | |
| | Investment Gain | | \$ 1,732.56 | | | |
| | DEPRECIATION - FNB (CLOSING) | \$2,387,557.70 | \$ (2,386,932.56) | \$ 625.14 | \$ 0.00 | \$ 2,252,902.95 |
| Temporary Funds -GF | PAYROLL - PINNACLE BANK | \$ 325,513.49 | \$ 3,574,765.02 | \$ 3,550,027.59 | \$ 350,250.92 | \$ 317,283.28 |
| | PAYFLEX - PINNACLE BANK | \$ 50,721.63 | \$ 10,667.38 | \$ 9,188.03 | \$ 52,200.98 | \$ 51,337.43 |
| Activities | Administration | \$1,021,656.65 | \$ 76,813.99 | \$ 19,308.36 | \$ 1,079,162.28 | \$ 889,364.75 |
| | Middle School | \$ 138,036.85 | \$ 16,733.29 | \$ 10,819.26 | \$ 143,950.88 | \$ 125,863.24 |
| | High School | \$ 620,806.92 | \$ 46,977.10 | \$ 53,702.87 | \$ 614,081.15 | \$ 541,446.83 |
| | ACTIVITY FUNDS - COLUMBUS BANK | \$1,780,500.42 | \$ 140,524.38 | \$ 83,830.49 | \$ 1,837,194.31 | \$ 1,556,674.82 |
| Nutrition Fund | Other income | | | | | |
| | Interest Income | | \$ 1,340.56 | | | |
| | State Reimbursement | | \$ 169,046.79 | | | |
| | Rct to Expenditures | | \$ 9,108.17 | | | |
| | NUTRITION FUND - CORNERSTONE BANK | \$ 828,983.72 | \$ 245,530.46 | \$ 250,412.81 | \$ 824,101.37 | \$ 647,744.54 |
| Bond Fund | Platte County Treasurer | | \$ 273,797.23 | | | |
| | Butler County Treasurer | | \$ 1,291.92 | | | |
| | Polk County Treasurer | | \$ 75.27 | | | |
| | Dividends | | \$ 4,440.65 | | | |
| | Management Fees | | | \$ 327.71 | | |
| | BOND FUND - FNB | \$1,251,613.65 | \$ 280,035.90 | \$ 327.71 | \$ 1,531,321.84 | \$ 1,023,405.25 |
| Special Building Fund | Dividends | | \$ 1,085.65 | | | |
| | Management Fees | | | \$ 105.83 | | |
| | Investment Loss | | \$ 697.48 | | | |
| | SPECIAL BLDG FUND - FNB TRUST | \$ 404,194.25 | \$ 1,783.13 | \$ 105.83 | \$ 405,871.55 | \$ 397,925.05 |
| | SPECIAL BLDG FUND - BANK OF THE VALLEY | \$ 288,138.07 | \$ 76,684.55 | | \$ 364,822.62 | \$ 875,911.76 |
| | Special Building Fund - Cash Balance | | | | \$ 770,694.17 | |

Columbus Public Schools
 General Fund Revenue Detail
 April 30, 2023

| Account Number | Description | Budget | Month to Date | Year to Date | Balance | Percent |
|--------------------|-----------------------------------|-------------------|-----------------------|-------------------|-------------------|---------|
| 01.1.01100.000.000 | Property Taxes | (\$24,325,478.00) | (\$1,018,553.64) | (\$11,910,961.17) | (\$12,414,516.83) | 48.96% |
| 01.1.01115.000.000 | Carline Taxes | (\$21,000.00) | \$0.00 | (\$2,782.82) | (\$18,217.18) | 13.25% |
| 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 | (\$2,343,000.00) | (\$218,902.26) | (\$1,501,088.24) | (\$841,911.76) | 64.07% |
| 01.1.01323.000.000 | Tuition, SpEd School Age | (\$35,000.00) | \$0.00 | \$0.00 | (\$35,000.00) | 0.00% |
| 01.1.01510.000.000 | Interest | (\$15,000.00) | (\$3,678.98) | (\$54,338.63) | \$39,338.63 | 362.26% |
| 01.1.01540.000.000 | Income from Real Property | (\$25,000.00) | \$0.00 | (\$20,857.50) | (\$4,142.50) | 83.43% |
| 01.1.01801.000.000 | CASP /Parent Fees | (\$35,000.00) | (\$10,265.00) | (\$61,513.00) | \$26,513.00 | 175.75% |
| 01.1.01910.000.000 | Rental Fees | \$0.00 | (\$3,370.00) | (\$4,885.00) | \$4,885.00 | #DIV/0! |
| 01.1.01911.000.000 | Local License Fees | (\$25,000.00) | \$0.00 | (\$4,695.00) | (\$20,305.00) | 18.78% |
| 01.1.02110.000.000 | County Fines&License Fees | (\$155,000.00) | (\$11,528.51) | (\$158,129.69) | \$3,129.69 | 102.02% |
| 01.1.03110.000.000 | State Aid | (\$14,316,378.00) | (\$1,431,638.00) | (\$11,453,104.00) | (\$2,863,274.00) | 80.00% |
| 01.1.03120.000.000 | SpEd Receipts from the State | (\$2,602,545.00) | (\$219,790.00) | (\$1,676,560.00) | (\$925,985.00) | 64.42% |
| 01.1.03125.000.000 | SpEd Transportation Receipts f | (\$135,000.00) | \$0.00 | \$0.00 | (\$135,000.00) | 0.00% |
| 01.1.03130.000.000 | Homestead Exemption | \$0.00 | (\$3,987.45) | (\$7,940.29) | \$7,940.29 | #DIV/0! |
| 01.1.03131.000.000 | Property Tax Credit | \$0.00 | (\$646,323.78) | (\$646,760.69) | \$646,760.69 | #DIV/0! |
| 01.1.03155.000.000 | Textbook Loan Receipts | (\$25,000.00) | \$0.00 | (\$49,822.55) | \$24,822.55 | 199.29% |
| 01.1.03180.000.000 | Pro-Rate Motor Vehicle | (\$50,000.00) | (\$12.06) | (\$15,995.48) | (\$34,004.52) | 31.99% |
| 01.1.03400.000.000 | State Apportionment | (\$525,000.00) | \$0.00 | (\$777,521.20) | \$252,521.20 | 148.10% |
| 01.1.03535.000.000 | High Ability Learner Allocatio | (\$25,000.00) | \$0.00 | (\$25,731.00) | \$731.00 | 102.92% |
| 01.1.03540.000.000 | State Early Childhood Grant | (\$150,940.00) | \$0.00 | (\$100,388.00) | (\$50,552.00) | 66.51% |
| 01.1.03541.000.000 | Early Childhood Endowment Gran | (\$164,500.00) | \$0.00 | (\$110,448.00) | (\$54,052.00) | 67.14% |
| 01.1.03599.000.000 | Education Quest College Access | \$0.00 | \$0.00 | (\$12,319.14) | \$12,319.14 | #DIV/0! |
| 01.1.03599.000.001 | Education Quest College Access | (\$20,000.00) | \$0.00 | (\$10,000.00) | (\$10,000.00) | 50.00% |
| 01.1.04421.000.000 | IDEA (611) ARP B-21 | \$0.00 | \$0.00 | (\$55,525.00) | \$55,525.00 | #DIV/0! |
| 01.1.04423.000.000 | IDEA (PRO) ARP NonPub | \$0.00 | \$0.00 | (\$4,374.00) | \$4,374.00 | #DIV/0! |
| 01.1.04505.000.000 | ESSA Title I Receipts | (\$568,214.00) | \$0.00 | (\$165,958.00) | (\$402,256.00) | 29.21% |
| 01.1.04509.000.000 | ESSA Title II Receipts | (\$106,004.00) | \$0.00 | (\$43,469.00) | (\$62,535.00) | 41.01% |
| 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 | (\$24,723.00) | \$0.00 | (\$4,184.00) | (\$20,539.00) | 16.92% |
| 01.1.04518.000.000 | IDEA Enrollment/Poverty Grant | (\$928,690.00) | \$0.00 | (\$261,644.00) | (\$667,046.00) | 28.17% |
| 01.1.04521.000.000 | IDEA Proportionate Share | (\$134,873.00) | \$0.00 | (\$16,512.00) | (\$118,361.00) | 12.24% |
| 01.1.04525.000.000 | Carl Perkins Grants | (\$41,918.00) | \$0.00 | (\$47,894.00) | \$5,976.00 | 114.26% |
| 01.1.04526.000.000 | Perkins Revision Grant | (\$100,000.00) | \$0.00 | \$0.00 | (\$100,000.00) | 0.00% |
| 01.1.04527.000.000 | ESSA Title III LEP Grant | (\$79,934.00) | \$0.00 | (\$29,917.00) | (\$50,017.00) | 37.43% |
| 01.1.04528.000.000 | Title III Immigrant | (\$54,397.00) | \$0.00 | (\$29,811.00) | (\$24,586.00) | 54.80% |
| 01.1.04531.000.000 | ESSA Title IV Part B 21st Cent | (\$149,163.00) | \$0.00 | (\$149,163.00) | \$0.00 | 100.00% |
| 01.1.04708.000.000 | Medicaid in Public Schools | (\$34,643.00) | \$0.00 | (\$77,729.67) | \$43,086.67 | 224.37% |
| 01.1.04969.000.000 | ESSA Title IV SSAE Grant | \$0.00 | \$0.00 | (\$11,439.00) | \$11,439.00 | #DIV/0! |
| 01.1.04995.000.000 | FEMA/Federal Disaster Funds | \$0.00 | \$0.00 | (\$55,848.23) | \$55,848.23 | #DIV/0! |
| 01.1.04997.000.000 | CRRSA Esser II | (\$350,000.00) | \$0.00 | \$0.00 | (\$350,000.00) | 0.00% |
| 01.1.04998.000.000 | ARP Esser III | (\$1,400,000.00) | (\$1,186,498.00) | (\$1,186,498.00) | (\$213,502.00) | 84.75% |
| 01.1.05690.000.000 | Other Non-Revenue Receipts (Rt | \$0.00 | \$0.00 | (\$3.00) | \$3.00 | #DIV/0! |
| | | (\$49,857,913.00) | (\$4,754,547.68) | (\$30,745,810.30) | (\$19,112,102.70) | 61.67% |
| | Transfer from FNB Trust (closing) | \$ | (379.89) | | | |
| | Reimbursements/Refunds | \$ | (19,614.07) | | | |
| | Interest- other accounts | \$ | 1,948.45 | | | |
| | Total Effecting Revenue | \$ | (4,772,593.19) | | | |

| Check Number | Vendor | Amount |
|--------------|--|----------------|
| 14452 | ACCELERATE LEARNING INC | \$50.70 |
| 14453 | ASSOCIATED STAFFING, INC | \$3,360.45 |
| 14454 | CITY OF COLUMBUS - FINANCE DEPT | \$27,470.79 |
| 14455 | ELSEVIER, INC | \$2,508.05 |
| 14456 | HIRERIGHT | \$34.40 |
| 14457 | SCHOOL DISTRICT #1-PAYROLL | \$3,463,063.37 |
| 14458 | ACCENT FLORAL AND GALLERIA | \$71.00 |
| 14459 | BETHUNE, JENEE | \$680.00 |
| 14460 | BIG APPLE BAGELS | \$69.98 |
| 14461 | CULLIGAN | \$37.00 |
| 14462 | DAS STATE ACCTG-CENTRAL FINANCE OCIO | \$330.00 |
| 14463 | ESU #7 SPECIAL EDUCATION | \$33,188.56 |
| 14464 | FARMERS PRIDE | \$199.10 |
| 14465 | FATHER FLANAGAN'S BOYS' HOME | \$21,341.00 |
| 14466 | FIRST NATIONAL BANK OMAHA | \$656.77 |
| 14467 | FIRST NATIONAL BANK OMAHA | \$139.66 |
| 14468 | FIRST NATIONAL BANK OMAHA | \$192.52 |
| 14469 | FIRST NATIONAL BANK OMAHA | \$4,217.85 |
| 14471 | LINCOLN CHILDREN'S ZOO | \$679.00 |
| 14472 | MAXIM HEALTHCARE SERVICES, INC. | \$2,535.00 |
| 14473 | NCECBVI | \$4,600.00 |
| 14474 | PAYFLEX SYSTEMS USA, INC. | \$322.40 |
| 14475 | QUADIENT FINANCE USA, INC | \$895.00 |
| 14476 | REVOLVING NETWORKS | \$11,000.00 |
| 14477 | T-BONE TRUCK STOP | \$7,880.47 |
| 14478 | THE BROKEN MUG | \$54.29 |
| 14479 | CCS PRESENTATION SYSTEMS, INC. | \$131,754.28 |
| 14480 | LAKEVIEW SMALL ENGINE INC | \$68,132.36 |
| 14481 | RUTT'S HEATING & AIR CONDITIONING, INC - | \$21,600.00 |
| 14482 | HOLLIS, EMILY | \$194.15 |
| 14483 | POSTMASTER | \$42.39 |
| 14484 | BETHUNE, JENEE | \$660.00 |
| 14485 | BIG APPLE BAGELS | \$69.98 |
| 14486 | CASSETTE PROGRAM | \$65.00 |
| 14487 | CENTRAL COMM COLLEGE-COL | \$560.00 |
| 14488 | CENTRAL NE COMMUNITY SERVICES | \$44,981.69 |
| 14489 | CENTRAL NEBRASKA REHAB. SERV | \$57,635.73 |
| 14490 | COLUMBUS AREA CHAMBER COMMERCE | \$285.00 |
| 14491 | CORNHUSKER MARRIOTT HOTEL | \$914.40 |
| 14492 | ELECTRONIC ENGINEERING | \$495.63 |
| 14493 | EMBASSY SUITES - LINCOLN | \$629.00 |
| 14494 | ESU #7 | \$8,996.44 |
| 14495 | FIRST NATIONAL BANK OMAHA | \$283.21 |
| 14496 | FIRST NATIONAL BANK OMAHA | \$353.26 |
| 14497 | FIRST NATIONAL BANK OMAHA | \$61.49 |

| | | |
|-------|---------------------------------------|-------------|
| 14498 | FIRST NATIONAL BANK OMAHA | \$653.41 |
| 14499 | GAVER, ALLY | \$31.50 |
| 14500 | HENRY DOORLY ZOO | \$503.50 |
| 14501 | LANGUAGE LINE SERVICES INC | \$2.95 |
| 14502 | MID-STATE ENGINEERING & TESTING, INC. | \$224.00 |
| 14503 | NCSA | \$150.00 |
| 14504 | NENSSA/REGION III | \$25.00 |
| 14505 | POSTMASTER | \$66.26 |
| 14506 | SAVVAS LEARNING COMPANY LLC | \$3,855.37 |
| 14507 | STEALTH BROADBAND | \$5,702.58 |
| 14508 | SUEPER, MARY | \$1,560.00 |
| 14509 | THE BROKEN MUG | \$190.00 |
| 14510 | UNIVERSITY OF NE STATE MUSEUM | \$520.00 |
| 14511 | UNIVERSITY OF NEBRASKA LINCOLN | \$2,600.00 |
| 14512 | VALENTINOS OF COLUMBUS | \$564.50 |
| 14513 | ACE HARDWARE-COLUMBUS | \$43.14 |
| 14514 | ACT | \$4,816.00 |
| 14515 | AMAZON CAPITAL SERVICES | \$81.45 |
| 14516 | ANIXTER, INC. | \$21,747.31 |
| 14517 | BOMGAARS | \$156.93 |
| 14518 | CAPITAL ONE/WALMART | \$117.60 |
| 14519 | CAPITAL SANITARY SUPPLY | \$459.24 |
| 14520 | CAROLINA BIOLOGICAL SUPPLY CO. | \$79.20 |
| 14521 | CLAY HILLS AG, LLC | \$10,530.00 |
| 14522 | COGNIA INC | \$9,732.31 |
| 14523 | COLUMBUS ARNOLD MOTOR SUPPLY | \$179.52 |
| 14524 | CYZA, NICOLE | \$238.95 |
| 14525 | DUSH, REGINA | \$190.41 |
| 14526 | EAKES OFFICE SOLUTIONS | \$25,430.78 |
| 14527 | ELECTRICAL ENGINEERING & EQUIP | \$3,771.36 |
| 14528 | ETR. | \$3,981.60 |
| 14529 | FILTER SHOP | \$15,112.32 |
| 14530 | FOLLETT CONTENT SOLUTIONS, LLC | \$676.82 |
| 14531 | GREAT PLAINS BUILDING SUPPLY CO. | \$6.29 |
| 14532 | HY-VEE FOOD STORES | \$315.29 |
| 14533 | JARESKE, CHRISTINA | \$222.15 |
| 14534 | LUNCHTIME SOLUTIONS, INC | \$1,272.97 |
| 14535 | MATHESON TRI-GAS INC | \$34.44 |
| 14536 | MCGRAW-HILL EDUCATION HOLDINGS LLC | \$13,682.73 |
| 14537 | MEAD LUMBER COMPANY | \$35.96 |
| 14538 | MENARDS-COL | \$771.76 |
| 14539 | MICEK, ERICA | \$280.03 |
| 14540 | MID-AMERICAN RESEARCH CHEMICAL | \$6,768.00 |
| 14541 | OCCUPATIONAL HEALTH SERVICES | \$123.00 |
| 14542 | PACZOSA, MEGAN | \$209.08 |
| 14543 | PAITZ, TONYA | \$75.46 |

| | | |
|-------|--|-------------------------------------|
| 14544 | PERMA-BOUND | \$6,017.34 |
| 14545 | REARDON LAWN & GARDEN EQUIP. | \$6.99 |
| 14546 | ROBERTSON, KATIE | \$222.15 |
| 14547 | RUTT'S HEATING & AIR CONDITIONING, INC - | \$3,199.90 |
| 14548 | SPECIALTEE SCREEN PRINTING | \$8,846.00 |
| 14549 | SUNBELT RENTALS | \$838.65 |
| 14550 | SUPER SAVER | \$806.30 |
| 14551 | TAYLOR MUSIC, INC. | \$7,146.00 |
| 14552 | TELLEZ, GAMALIEL | \$386.43 |
| 14553 | THE HOME DEPOT PRO | \$87.17 |
| 14554 | TIRE OUTLET INC | \$40.00 |
| 14555 | TRUCK CENTER COMPANIES | \$749.58 |
| 14556 | CAPITAL ONE/WALMART | \$301.38 |
| 14557 | ASSOCIATED STAFFING, INC | \$3,229.78 |
| 14558 | LUNCHTIME SOLUTIONS, INC | \$682.54 |
| | Total Expenditures | <u><u>\$4,093,642.75</u></u> |

| Check Number | Vendor | Amount |
|---------------------|--|---------------|
| 14559 | LUNCHTIME SOLUTIONS, INC | \$72.89 |
| 14560 | HOMETOWN LEASING | \$13,499.96 |
| 14561 | SPAULDING, JOSHUA RYAN | \$2,000.00 |
| 14562 | ADVANCED CONSULTING ENGINEERING SERVICES | \$600.00 |
| 14563 | AHRENS, KYLER | \$34.99 |
| 14564 | ASSOCIATED STAFFING, INC | \$1,783.98 |
| 14565 | BIG APPLE BAGELS | \$69.98 |
| 14566 | CCS PRESENTATION SYSTEMS, INC. | \$417.92 |
| 14567 | CITY OF COLUMBUS WATER & SANITATION DEPA | \$5,118.55 |
| 14568 | CITY OF COLUMBUS WATER & SANITATION DEPA | \$46.59 |
| 14569 | COLUMBUS SCHOOL LUNCH FUND-CHS | \$1,030.21 |
| 14570 | CULLIGAN | \$14.25 |
| 14571 | GAVER, ALLY | \$31.50 |
| 14572 | GENTILE, TRINA | \$79.99 |
| 14573 | GONE, RAJ | \$74.75 |
| 14574 | HADAWAY, KIERSTEN | \$33.28 |
| 14575 | JACKSON SERVICES INC. | \$356.79 |
| 14576 | JEFFRYES, WESTON | \$73.56 |
| 14577 | KISSELL, MICHELLE | \$39.83 |
| 14578 | KSB SCHOOL LAW | \$350.00 |
| 14579 | KWAPNIOSKI, LEONARD R | \$29.99 |
| 14580 | LOUP POWER DISTRICT | \$51,890.14 |
| 14581 | LOUP POWER DISTRICT | \$209.04 |
| 14582 | NCSA | \$550.00 |
| 14583 | NEBRASKA STATE FIRE MARSHAL | \$792.00 |
| 14584 | ONE SOURCE | \$69.00 |
| 14585 | PERRY, GUTHERY, HAASE, & GESSFORD, P.C. | \$1,056.00 |
| 14586 | PLUNKETTS PEST CONTROL | \$670.00 |
| 14587 | PRESTO-X-COMPANY | \$19.02 |
| 14588 | QUADIENT FINANCE USA, INC | \$480.02 |
| 14589 | QUALITY SOUND & COMMUNICATIONS INC | \$16.17 |
| 14590 | SERVICEMASTER BY SHEVLIN | \$35,997.00 |
| 14591 | U AND I SANITATION LLC | \$1,860.00 |
| 14592 | VERIZON WIRELESS | \$402.58 |
| 14593 | KREIKEMEIER, JULIE | \$89.24 |
| 14594 | AWARDS & ENGRAVING | \$270.00 |
| 14595 | BIG APPLE BAGELS | \$69.98 |
| 14596 | CITY OF COLUMBUS-TRANSFER STATION | \$185.25 |
| 14597 | CONCUSSION MANAGEMENT CLINIC | \$305.05 |
| 14598 | CULLIGAN | \$37.00 |
| 14599 | LINCOLN JOURNAL STAR | \$348.36 |
| 14600 | LOUP POWER DISTRICT | \$106.76 |
| 14601 | MOSER, ELIJAH | \$137.07 |
| 14602 | PATEL, DEVAM LAVKESH | \$107.52 |
| 14603 | PINNACLE BANK OMAHA | \$165.00 |

| Check Number | Vendor | Amount |
|-------------------------|-----------------------------------|---------------|
| 14604 | QUADIENT FINANCE USA, INC | \$482.17 |
| 14605 | VALENTINOS OF COLUMBUS | \$505.00 |
| 14606 | VIVIAL | \$69.90 |
| 14607 | WEMHOFF, ELIZABETH ALEXANDRIA | \$20.48 |
| 14608 | WOODRIVER ENERGY LLC | \$11,131.43 |
| 14609 | AMAZON CAPITAL SERVICES | \$3,951.29 |
| 14610 | HY-VEE FOOD STORES | \$233.37 |
| 14611 | SUPER SAVER | \$913.80 |
| 14612 | ACE HARDWARE-COLUMBUS | \$68.28 |
| 14613 | AVILA, SARAH | \$27.84 |
| 14614 | BARCEL LANDSCAPE PRODUCTS, INC. | \$510.00 |
| 14615 | BATES, LINDSEY | \$253.88 |
| 14616 | BLASER, AMY | \$253.88 |
| 14617 | BLASER, TASHA | \$314.40 |
| 14618 | BOMBERGER, KYLA | \$48.99 |
| 14619 | BOMGAARS | \$183.30 |
| 14620 | BOS, JENNY | \$380.83 |
| 14621 | CAPITAL SANITARY SUPPLY | \$2,072.25 |
| 14622 | CENTRAL COMM COLLEGE-COL | \$63.00 |
| 14623 | CLAY HILLS AG, LLC | \$367.00 |
| 14624 | COFFEY, ALANNAH | \$158.68 |
| 14625 | COLE, CRYSTAL | \$235.22 |
| 14626 | COLUMBUS ARNOLD MOTOR SUPPLY | \$98.20 |
| 14627 | COLUMBUS MUSIC | \$15.98 |
| 14628 | CYZA, NICOLE | \$253.89 |
| 14629 | DONOGHUE, TRACY | \$358.43 |
| 14630 | EAKES OFFICE SOLUTIONS | \$36.08 |
| 14631 | EDGEWATER INSURANCE + REAL ESTATE | \$975.00 |
| 14632 | FATHER FLANAGAN'S BOYS' HOME | \$8,536.40 |
| 14633 | FERGUSON ENTERPRISES INC | \$169.09 |
| 14634 | GALLEY, SHANNON | \$222.14 |
| 14635 | GRAFE, TARA | \$253.88 |
| 14636 | H2 EQUIPMENT LLC | \$212.33 |
| 14637 | HOUGHTON MIFFLIN HARCOURT | \$43,221.14 |
| 14638 | INITIATIVEONE | \$30,766.00 |
| 14639 | INNESS, SARAH | \$196.01 |
| 14640 | KOHL, CHELSEY | \$222.14 |
| 14641 | LOVELESS, STACY | \$253.88 |
| 14642 | LUNCHTIME SOLUTIONS, INC | \$28.00 |
| 14643 | MATHESON TRI-GAS INC | \$33.65 |
| 14644 | MEAD LUMBER COMPANY | \$299.27 |
| 14645 | MENARDS-COL | \$3,157.62 |
| 14646 | MERRILL, KIM | \$349.10 |
| 14647 | MUELLER, PAM | \$158.67 |
| 14648 | MURPHY-1099, DAWN | \$875.00 |

| Check Number | Vendor | Amount |
|-------------------------|---------------------------|---------------------|
| 14649 | OMAHA MUSIC THERAPY LLC | \$3,569.76 |
| 14650 | PLATTE VALLEY PRINTING | \$268.58 |
| 14651 | RETZLAFF, JESSICA | \$253.88 |
| 14652 | RIVERSIDE PORTABLES, LLC | \$215.00 |
| 14653 | ROBERTSON, KATIE | \$222.15 |
| 14654 | RUIZ, ANGELA | \$410.00 |
| 14655 | SETTLES, ERIN | \$222.15 |
| 14656 | SOTO, REYNA | \$73.36 |
| 14657 | STAROSCIK, KRISTINE | \$164.28 |
| 14658 | STEMPEK, STACI | \$285.62 |
| 14659 | STRIV, INC. | \$83.50 |
| 14660 | TAYLOR, BROOKE | \$317.36 |
| 14661 | TELLEZ, GAMALIEL | \$364.96 |
| 14662 | TEPLY, TAMMY | \$677.65 |
| 14663 | THE HOME DEPOT PRO | \$1,600.49 |
| 14664 | THE MUSICIANS CHOICE, LLC | \$612.92 |
| 14665 | TIRE OUTLET INC | \$104.00 |
| 14666 | TWOREK, DANIEL | \$253.88 |
| 14667 | VOSS LIGHTING | \$315.90 |
| | Total Fund Expenditures | <u>\$244,543.54</u> |

| First Name | Middle Initial | Last Name |
|------------|----------------|---------------|
| Juan | D | Abrajan-Villa |
| Alejandra | A | Adame |
| Juan | C | Alarcon |
| Jonathan | R | Alba |
| Bryan | R | Alvarado |
| Arly | D | Alvarez |
| Sara | A | Amador-Bravo |
| Charles | U | Anavisca |
| Collin | P | Anderson |
| Ethan | | Anderson |
| Grant | T | Anderson |
| Jaxon | | Anderson |
| Rebecca | A | Anderson |
| Karyme | J | Arcos |
| Byron | E | Arevalo |
| Kayden | L | Aschoff |
| Aliyah | E | Avila |
| Yazmin | | Ayala-Guzman |
| Rafael | | Azpeitia |
| Carter | J | Badstieber |
| Kiara | C | Barnes |
| Edmundo | | Baro-Gonzalez |
| Kendall | A | Batenhorst |
| Adam | J | Beck |
| Monzerrat | | Bedolla |
| Juan | | Beltran |
| Martin | F | Benitez |
| Kira | R | Benkendorf |
| Andon | R | Beringer |
| Samuel | R | Beyer |
| Adrian | C | Bice |
| Liam | T | Blaser |
| Raquel | S | Bordy |
| Paityn | M | Bose |
| Adrik | L | Boseck |

| | | |
|-----------|---|-------------------|
| Athena | R | Boswell |
| Leslie | J | Calderon-Medina |
| Oscar | | Campos-Gaspar |
| Gabriela | | Campuzano |
| Eve-Marie | B | Carr |
| William | E | Cermeno-Prado |
| Johann | A | Chavez-Chavez |
| Sherley | M | Cifuentes-Juarez |
| Matthew | J | Colorado |
| Selby | M | Connelly |
| Cody | J | Cuba |
| Shelley | E | Cuin-Escalante |
| Reagan | E | Cursor |
| Adorijan | D | Daniels |
| Gregory | O | Davidchik |
| Autumn | R | Davis |
| Kaileigh | J | Delano |
| Aidan | M | Divis |
| Gelin | | Dominguez-Majano |
| Cooper | J | Duranski |
| Carlie | K | Dush |
| James | E | Eads |
| Isaiah | J | Eilers |
| Anahi | | Espinoza-Manzano |
| Kaitlynn | B | Evans |
| Sydney | M | Fleeman |
| Danica | R | Fuentes |
| Genesis | A | Garcia |
| Karissia | D | Garcia |
| Kelyn | C | Garrelts |
| Riley | D | Gausman |
| Christian | A | Gautier |
| Angie | A | Gomez-Gomez |
| Santos | | Gonzalez |
| Alfredo | | Gonzalez-Sandoval |

| | | |
|-----------|---|--------------------|
| Avrianna | L | Gronenthal |
| Alex | S | Hall |
| Liberty | I | Harris |
| Colin | T | Hein |
| Kaden | J | Hellbusch |
| Ben | M | Henderson |
| Micah | R | Henggeler |
| Brooke | M | Henry |
| Noemi | | Hernandez |
| Amairany | | Hernandez-Mendoza |
| Christian | | Herrera-Schweitzer |
| Grace | M | Hoffart |
| Matthew | J | Holcomb |
| Elizabeth | R | Hoskovec |
| Bryson | J | Huey |
| Tyler | J | Hyde |
| Alexander | L | Ienn |
| Ashley | L | Indra |
| Eden | S | Jackson |
| Parker | J | Jansen |
| Garrett | J | Jareske |
| Dulce | M | Jimenez-Caballero |
| Aysha | R | Johnson |
| Diadra | A | Johnson |
| Jed | A | Johnson |
| Lynzee | | Jose |
| Brayan | M | Juarez-Ahilon |
| Jonathan | | Juarez-Ahilon |
| Jose | A | Jurado |
| Tristan | L | Kamm |
| Nicolas | J | Kriech |
| Isabella | F | Kropatsch |
| Eli | J | Kruse |
| Caydn | D | Kucera |
| Exaucee | L | Kutalu |

| | | |
|-----------|---|------------------|
| Jonathon | P | Laney |
| Jessica | N | Larson |
| Trevor | | Laska |
| Sarah | M | Lasso |
| Noah | A | Lawrence |
| Gabriella | | Leija |
| Brett | A | Lewis |
| Joey | S | Long |
| Martha | A | Lopez-Azamar |
| Shawn | P | Ludena-Llanos |
| Toby | G | Luedders |
| Milo | A | Luna-Spindola |
| Anthony | R | Lund |
| Josue | | Macias-Zacarias |
| Antonio | | Madrigal-Bedolla |
| Ariana | | Madrigal-Mendoza |
| Fernando | | Madrigal-Mendoza |
| Katie | L | Manzano |
| Christian | | Marino-Adame |
| Jaelyn | C | Martin |
| Connor | J | Martinez |
| Eric | M | Martinez |
| Erick | D | Marxsen |
| Anna | M | Massman |
| Michael | T | Matulka |
| Nealiegh | M | McCollum |
| Thomas | L | McEntee |
| Sydnee | R | Medinger |
| Lesley | I | Mendez-Liguez |
| Yoselin | | Mendez-Quezada |
| Marylu | | Mendoza |
| Morgan | R | Merrill |
| Reagan | E | Messersmith |
| Gavin | H | Micek |
| Bobby | J | Michalski |

| | | |
|----------|----|---------------------|
| Kelvin | | Moncibais-Hernandez |
| Emma | R | Moore |
| Kelsi | R | Moore |
| Marjorie | F | Morales-Zuniga |
| Elijah | D | Moser |
| Zachary | V | Muhsman |
| Madison | A | Mulder |
| Joshua | | Neave |
| Alia | J | Newill |
| Lauryn | N | Nitz |
| Macyn | R | Norris |
| Lisa | E | Ntimantiemi |
| Kaylen | | Nuno-Perez |
| Jimmy | E | Orozco-Hernandez |
| Bailey | C | Paczosa-Hall |
| Madison | C | Paczosa-Hall |
| Suzette | A | Padilla-Exebio |
| Owen | L | Papstein |
| Daksh | L | Patel |
| Alfredo | A | Payan-Espino |
| Joseph | G | Penn |
| Zoe | R | Perkins |
| Payden | G | Podliska |
| Jozlyn | SL | Pojar |
| Destyni | L | Prather |
| Ashley | E | Quini |
| Lina | D | Quini |
| Blake | E | Ramaekers |
| Hector | M | Ramos-Delacruz |
| Braulio | | Ramos-Fuentes |
| Kay | J | Rapalo-Ortiz |
| Connor | J | Rausch |
| Emily | K | Reed |
| Austin | P | Reeder |
| Jonathan | C | Reiff |

| | | |
|-----------|---|-----------------|
| Chloe | N | Reiter |
| Alexis | S | Renner |
| Kevin | J | Renteria-Ruiz |
| Micheal | A | Rhein |
| Emmaletha | M | Riedmiller |
| Aaliyah | L | Riha |
| Harrison | J | Robbins |
| Victor | M | Rocha-Robles |
| Ellysha | L | Roelle-Scheel |
| Fernando | | Romero-Campos |
| Kyle | D | Rozmiarek |
| Gabriel | I | Ruiz |
| Stephanie | | Ruiz |
| Mayra | | Ruiz-Espino |
| Charlee | A | Salinas |
| Caia | J | Samuelson |
| Mitzi | A | Sanchez-Alcaide |
| Haiyley | N | Sanders |
| Braeden | R | Schefus |
| Logan | J | Schwebach |
| Ashlee | N | Seim |
| Brenden | M | Serr |
| Allen | J | Sindelar |
| Eric | J | Slusarski |
| Kinsey | G | Staab Cavalli |
| Evan | J | Svasek |
| Wyatt | J | Swanson |
| Jenna | C | Taylor |
| Zitlaly | I | Tellez |
| Elizabeth | R | Thompson |
| Jair | | Tovar-Lemus |
| Jorge | | Tovar-Lemus |
| Trenton | R | Vanicek |
| Leonardo | J | Vargas-Nuno |
| Jose | A | Velazques |

| | | |
|-----------|---|---------------|
| Christian | | Velez-Gomez |
| Miguel | A | Vicente |
| Macey | J | Walker |
| Tyson | J | Weber |
| Leigh | A | Wemhoff |
| Isaiah | D | Westfall |
| Granite | E | Wielgus |
| Lillian | N | Wielgus |
| Alyvia | R | Williams |
| Elizabeth | K | Williams |
| Jaden | R | Williams |
| Bentley | C | Willison |
| Abby | K | Wurdeman |
| Jacob | A | Young |
| Jonathan | L | Zacarias |
| Miriam | S | Zapata-Ibarra |
| Katherine | G | Zayas-Alfaro |

Travel Report
May 2023

| DATE | # DAYS | NAME | EVENT NAME | EST COST\$ |
|-----------|--------|-------------------------------|---------------------------------------|-----------------------|
| 3/30/2023 | 2.00 | CHRISTINA KILGORE (Hybrid EE) | (late) ASD CONFERENCE - KEARNEY | \$0.00 |
| 4/12/2023 | 3.00 | JASON HARRIS | NASES SPRING CONFERENCE - LINCOLN | \$460.00 |
| 4/14/2023 | 1.00 | TRINA GENTILE | ELEM NSCA CONFERENCE - NEBRASKA CITY | \$0.00 |
| 4/14/2023 | 1.00 | MICHELLE OPPLIGER | NEXGEN JOB SHADOW - GRAND ISLAND | \$0.00 |
| 4/14/2023 | 1.00 | TIM KWAPNIOSKI | NSAA MEETING - LINCOLN | \$0.00 |
| 4/19/2023 | 1.00 | TROY LOEFFELHOLZ | GNSA MEETING - LINCOLN | \$0.00 |
| 4/19/2023 | 1.00 | LEONARD KWAPNIOSKI | NITC MEETING - LINCOLN | \$165.00 |
| 4/20/2023 | 2.00 | CHIP KAY | NASBO STATE CONFERENCE - LINCOLN | \$175.00 |
| 4/24/2023 | 1.00 | BRENDA HUEY | CLS ZOO FIELD TRIP - LINCOLN | \$0.00 |
| 4/24/2023 | 1.00 | MARY CZARNICK | CLS ZOO FIELD TRIP - LINCOLN | \$0.00 |
| 4/24/2023 | 1.00 | RYAN GOETSCH | CLS ZOO FIELD TRIP - LINCOLN | \$0.00 |
| 4/27/2023 | 1.00 | TROY LOEFFELHOLZ | STANCE MEETING - LINCOLN | \$0.00 |
| 4/28/2023 | 0.50 | JASON HARRIS | NASES REGION III MEETING - NORFOLK | \$20.00 |
| 5/5/2023 | 0.50 | SARA COLFORD | ACEP MEETING - WAYNE | \$0.00 |
| 5/5/2023 | 1.00 | TROY LOEFFELHOLZ | STATE BOARD OF EDUC MEETING - LINCOLN | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$820.00 Total |

High Quality Instructional Materials

April 17, 2023

May 8, 2023

STEM Pathway

| Course | 25 Student Texts 6 year student licenses & teacher license | Price |
|-------------------------|---|------------------|
| Manufacturing Welding | Welding Print Reading by G-W Publishing 8th Edition 2024 | \$3037.50 |
| Manufacturing Processes | Machining Fundamentals by G- W Publishing 11th Edition 2023 | \$4500.00 |
| Shipping & Handling | | \$167.87 |
| Total Cost | | \$7705.37 |

Culinary Arts & Event Planning Pathway

| Course | 30 Student Texts 1 year teacher license | Price |
|--|--|------------------|
| Fundamentals of Culinary Essentials & Nutrition | Introduction to Culinary Arts 4th Edition 2020 by Pearson | \$2509.68 |
| Culinary Skills I | On Cooking 6th Edition 2019 by Pearson | \$2769.69 |
| Culinary Skills II | On Baking 4th Edition 2020 by Pearson | \$2749.70 |
| Shipping & Handling | | \$632.73 |
| Total Cost | | \$8661.80 |

Early Childhood Education Pathway

| Course | 30 Student Texts 6-year student licenses and teacher license | Price |
|-------------------------------|---|---------------------------|
| Child Development | Child Development Early Stages Through Adolescence copyright 2024 GW Publishers | \$4927.50 S/H \$147.65 |
| Course | 30 Student Texts and 1-year teacher license | Price |
| Human Growth & Development | Child Development & Education 7th Edition 2020 by Pearson | \$2249.70 S/H \$179.98 |
| Total Cost | | \$7504.83 |

CMS 6-8 ELA Resource

| Course | 7 Year Contract | Price |
|---|--|---------------------|
| 6th ELA | Into Literature by HMH •Consumable Workbook •Consumable Grammar Workbook •Digital Student Licenses •Teacher Edition •Teacher Digital Licenses | \$81,195.75 |
| 7th ELA | | \$65,034.00 |
| 8th ELA | | \$83,445.75 |
| 6-8 Writeable | Skills Ladder Writing Assignments, Student Edition Assignments, Feedback in real-time | \$50,895.00 |
| 6-8 Waggle | Tier II - Differentiated and adaptive, personalized practice and instruction that builds foundations and accelerates skills growth. | \$87,360.00 |
| 4 Professional Development Sessions •1 in person and 3 virtual | | \$3780.00 |
| Shipping & Handling | | \$28,982.07 |
| Total Cost | | \$400,692.57 |

Novels still need to be selected and then approved by the BOE.



Columbus Public Schools

2508 27th Street, Columbus NE 68601

402-563-7000

To: Board of Education
From: Dr. Troy Loeffelholz, Superintendent
Dr. Chip Kay, Director of Finance and Human Resources
Date: March 20, 2023
Subject: Wage and Benefit Recommendation 23-24

Certified Employees

Are covered under the Negotiated Agreement approved by the Board of Education and the CEA on March 9th. The increase will be 2.75% and the two-year average for 22-23 and 23-24 will be 4.47%. This places our package above the 103% of the array.

Classified Employees

I am recommending a **3.3% total package** raise for the classified employee salary schedule, this would be 3% change in wage/salary and the remaining in retirement, social security, long-term disability, and life insurance. For classified this is a two-year average of 9.1%. This places our entry-level wages at 101% of our array.

This would be approximately a \$0.51 raise per hour (for current employees) and a \$0.25 change in each step on the salary schedule per hour.

Health Benefits will move to the \$1,200 or \$3,800 HSA deductible plans under the same plan as certified staff.

There will be no change to paid leave as currently outlined in the policy for sick, personal, or vacation.

Professional/Hybrid Classified Employees

I am recommending a 3% increase in salary/wages for those degreed employees who fall under this category or are salaried classified employees. The actual dollar increase will vary by the employee, the total package for this group would be a **3.5% total package** increase. Health Benefits will move to the \$1,200 or \$3,800 HSA deductible plans under the same plan as certified staff.

Administrators (Principals/Directors)

I am recommending a **3.43% total package** increase, which includes a 3.25% increase in wages. This would be a two-year average of 3.28%. This puts our total package at the array median. Health Benefits will move to the \$1,200 or \$3,800 HSA deductible plans under the same plan as certified staff.

Total Dollars of Increase

| | |
|----------------|-----------|
| Certified | \$772,702 |
| Classified | \$335,000 |
| Administrative | \$104,206 |



To: Board of Education

From: Leonard Kwapnioski

CC: Dr. Loeffelholz, Dr. Kay

Date: May 4, 2023

Re: Cassette House Bids

CPS received two bids for the Cassette House Project on April 25, 2023, and it is my recommendation that the Board of Education accept the bid from Shelby Lumber Co. Inc. with a not-to-exceed amount of \$900,000.00 dollars. We are still working through all the value engineering items that were originally in the design. Their bid was for \$979,602.00 with an estimate of between \$100,000 - \$150,000 in value engineering. With that said, our hope is that we can still be less than the \$900,00.00. If that is not possible, we will come back to the Board for approval of the required additional dollars. The other bidder was BluCor Construction Group, Inc. from Lincoln, NE. Their bid was \$1,160,042.00 with an estimated \$40,000.00 in value engineering.

I will discuss with you further on Monday with hope that we have a better handle on costs by the May 15 meeting. Let me know if you have additional questions.

Thanks.
Leonard

B.I.S.T. SERVICES AGREEMENT

2023-2024 SCHOOL YEAR



CLIENT INFORMATION

| | |
|-------------------|---|
| Name: | COLUMBUS PUBLIC SCHOOLS |
| Address: | 2508 27 th St, Columbus, NE 68601 |
| Contact: | Jason Harris, Director Student Services/Special Education |
| Telephone: | 402-563-7000 |
| Email: | harrisj@discoverers.org |

CORNERSTONES OF CARE INFORMATION

| | | | |
|--|---|-------------|--------------|
| Name: | Cornerstones of Care | | |
| Address: | 8150 Wornall Road, Kansas City, MO 64114 | | |
| Contact: | Paul McCorkle, Executive Director of Education Programs | | |
| Email: | Paul.McCorkle@cornerstonesofcare.org | | |
| Telephone: | 913-244-9906 | Fax: | 816-508-3535 |
| Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3). | | | |

SERVICES AND COMPENSATION

| | |
|----------------------|---|
| School Year: | August 1, 2023-July 31, 2024 |
| Services: | Cornerstones of Care will provide training to teachers of Client in managing behavioral expectations involving students of Client. |
| Compensation: | Client will pay \$28,000 to Cornerstones of Care for the Services. |
| Billing: | Invoices are payable within 30 days of the receipt of invoice. Invoices will be sent: (Please select from the following options) <ul style="list-style-type: none"><input type="radio"/> Annually: Invoice to be sent prior to the school year on August 1st.<input type="radio"/> Semi-Annually: Invoices to be sent on August 1st and again January 1st. |

AGREEMENT

Client agrees to engage Contractor to provide and perform the above services ("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: 2.17.23 |

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 provided and performed. 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 employees, agents and independent contractors involved in providing and performing the Services to be subjected to criminal and child abuse and neglect background checks ("Background Checks"). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of Client's employees (as notified to Cornerstones of Care in writing) and Missouri law. In accordance with Missouri law, Background Checks will include a complete fingerprint criminal record check. The results of the Background Check must be received and considered satisfactory by Cornerstones of Care before it permits an employee, agent or independent contractor to have direct contact with students of Client receiving the Services ("Student"), provided that 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 Force Majeure. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party will not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused as long as the Force Majeure Event is continuing, provided the non-performing party gives timely written notice to the other party of the Force Majeure Event.

1.6 Use of Employment Verification System. Prior to commencement of the provision and performance of the Services, Cornerstones of Care will provide to Client a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security

Administration, or any successor. Cornerstones of Care will also provide to Client a sworn affidavit affirming that it does not knowingly employ any individual who is an unauthorized alien in connection with the provision and performance of the Services.

1.7 Records. Cornerstones of Care will maintain complete and accurate records regarding the Services provided and performed and associated transactions, and will retain those records for at least two years after completion of those Services and those transactions or the length of time as may be required by applicable law, whichever period is longer. Cornerstones of Care will provide Client with access to all patient, educational or medical record information regarding any Student ("Student Information").

SECTION 2. COMPENSATION, EXPENSES AND PAYMENT.

2.1 Compensation. In consideration of the Services provided and performed, 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 on a periodic basis as set forth in the Services Agreement. If the Services Agreement does not provide a schedule for the submission of invoices by Cornerstones of Care, invoices will be submitted annually. The invoices must describe the Services provided and performed 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

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 pursuant to Section 4 below.

SECTION 4. TERMINATION.

4.1 Termination upon Breach. Notwithstanding Section 3, 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 fails to cure that breach 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.

4.2 Effect of Termination. Upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that Sections 1.3, 1.7, 4.3, 5, 6, 7, 8 and 9 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.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

5.1 **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.

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

5.3 **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.

5.4 **Compliance.** Cornerstones of Care will observe and comply with applicable law that may apply to its provision and performance of the Services, including applicable law regarding (i) care, supervision and inspection of all records pertaining to the performance and provision of the Services, (ii) non-discrimination on the basis of race, color, religion, sex, age, national origin, disability or veteran status (including with respect to employees of or applicants for employment with Cornerstones of Care who will be involved in the provision and performance of the Services,) and (iii) confidentiality of Student Information. Cornerstones of Care will also comply with all applicable rules, regulations and policies of Client regarding the confidentiality of Student Information which have been notified to Cornerstones of Care in writing.

5.5 **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. If applicable, 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.

5.6 **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 contractual liability, 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. Upon Client's request, Cornerstones of Care will provide Client with a certificate of insurance from Cornerstones of Care's insurer evidencing the insurance coverage specified in this Agreement. Nothing herein will be construed as a waiver of sovereign immunity or governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537,600 et seq. Any insurance purchased or maintained by Cornerstones of Care is not intended to act as a waiver, nor is it a waiver of any defense available to Client and its employees by statute or at common law.

SECTION 6. CONFIDENTIALITY.

Cornerstones of Care will treat as confidential the Work Product and any information which 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, 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.

Student Information. Cornerstones of Care further will not disclose to any third party, except where permitted or required by applicable law, or where such disclosure is expressly approved by Client in writing, any Student Information.

SECTION 7. WARRANTY DISCLAIMERS AND EXCLUSION OF LIABILITY.

CORNERSTONES OF CARE PROVIDES AND PERFORMS THE SERVICES SOLELY ON AN "AS-IS" BASIS. CORNERSTONES OF CARE MAKES NO EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND UNDER THIS AGREEMENT AND CORNERSTONES OF CARE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF QUALITY, ACCURACY, COMPLETENESS, TIMELINESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND WORK PRODUCT. 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. IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE ACTUAL AMOUNT PAID AND OWED BY CLIENT TO CORNERSTONES OF CARE HEREUNDER.

SECTION 8. CLIENT PROPERTY.

8.1 **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.

8.2 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 by Cornerstones of Care 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 9. GENERAL PROVISIONS.

9.1 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.

9.2 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.

9.3 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.

9.4 Non-Solicitation. During the term of this Agreement and for two years thereafter, except with the written consent of Cornerstones of Care, Client will not, directly or indirectly, for itself or on behalf of any other person, solicit or induce, or attempt to solicit or induce, any employee of Cornerstones who was involved in providing and performing the Services during the term of this Agreement of Care to leave Cornerstones of Care or to work for Client, provided such activities were within the scope of employment of such employee.

9.5 Governing Law. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to principles of conflicts of law.

9.6 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered in person; by overnight courier service, upon written confirmation of receipt; by certified or registered mail, with proof of delivery; or by email, with confirmation of receipt, using the recipient party's address, facsimile number 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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 the masculine gender includes the feminine, in each case 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 (including common 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 that 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.