

MALCOLM PUBLIC SCHOOLS, DISTRICT #148
BOARD OF EDUCATION REGULAR MEETING AGENDA
Monday, October 18, 2021 7:00 PM
SCHOOL DISTRICT BOARD ROOM

{{Name: Agenda Item Name}}

1. **Call Regular Board Meeting to Order - Roll Call**
2. **Consent Agenda**
3. **Communication From the Public: Communications in general or about a specific agenda item.**
4. **Unfinished Business**
5. **New Business**
 - 5.1. Discuss, Consider and Take All Necessary Action in Activating the Teachers' Early Retirement Incentive Policy 4750
 - 5.2. Discuss, Consider and Take All Necessary Action in Recognizing MEA as the Exclusive Bargaining Agent for the Non-Supervisory Certificated Staff for the 2023-2024 School Year
 - 5.3. Discuss, Consider and Take All Necessary Action in
6. **Reports and Discussion Topics**
 - 6.1. Administration Reports and Discussion Topics
 - 6.1.A. Principals
 - 6.1.B. Superintendent
7. **Adjournment**

NOTICES:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the Bulletin Board on the North wall of the meeting room.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: The Board of Education will receive public comment on individual agenda items or communication from any district patron on any issue. When it is your turn to speak during the “Communications from the Public” portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak one time, but please limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board of Education meeting.

General Rules: Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be

tolerated.

SCHOOLS

BY: MALCOLM PUBLIC

BOARD OF EDUCATION

**Minutes- Board of Education
September 20, 2021**

The Board of Education, School District #148, Lancaster County, Nebraska met on September 20, 2021 at 7:00PM in open and public session at 10004 NW 112th St., Malcolm, Nebraska. The Notice of the meeting was published in the minutes of the August 16th, 2021 meeting of the Board, in the August 19, 2021 issue of “*The Clipper*” and the Seward Independent of September 8, 2021. Board members present were: Michelle Bice, Chandler Kramer, Tony Nutter, Amy Spellman, Ed Swotek. Administrators present were Ryan Terwilliger, Greg Adams. Chairwoman Bice called the meeting to order at 7:01PM and noted that the Open Meetings Act is posted on the north wall of the meeting room.

Nutter moved, seconded by Kramer, to approve the Consent Agenda. Mrs. Blair presented an updated list of bills and reviewed bills and receipts. Voting by roll call: AYES- Kramer, Nutter, Spellman, Swotek, Bice, NAYS- None. Motion passed.

**Financial Summary
September 20, 2021**

School Accounts	General	Lunch	Activity	Bus Deprec	Student Fees
Previous Bal 8/01/2021	\$1,897,052.08	\$54,202.00	\$184,614.55	\$117,746.38	\$24,800.50
Receipts - Aug 2021	\$77,369.44	\$7,097.97	\$49,056.89	\$50,002.21	\$24,165.00
Disbursements- Aug 2021	\$771,306.28	\$5,702.35	\$15,552.20	\$0.00	\$16,158.50
Cash in Cking 8/31/2021	\$105,139.93	\$3,608.57	\$1,234.22	\$10,860.64	\$32,807.00
Invested: Aug 2021	\$1,858,054.80	\$50,062.75	\$216,885.02	\$167,748.59	

Lanc. Co. Treasurer:	General	Bond	QCPUF	Spc Bldg
Previous Bal 8/1/2021	\$821,890.17	\$81,970.50	\$0.00	\$119,021.66
Receipts - Aug 2021	\$173,723.82	\$15,735.41	\$0.00	\$21,819.37
Disbursements Aug 2021	\$823,337.99	\$82,127.04	\$0.00	\$119,238.60
Cash on Hand 8/31/2021	\$172,276.00	\$15,578.87	\$0.00	\$21,602.40

NSDLAF (Investment)	Spc Bldg	Bond Fund	QCPUF Checking
Previous Bal 8/1/2021	\$1,260,459.59	\$185,657.09	\$60,340.81
Receipts Aug 2021	\$119,497.52	\$82,280.04	\$0.00
Disbursements Aug 2021	\$0.00	\$0.00	\$0.00
Cash on Hand 8/31/2021	\$1,379,957.11	\$267,937.13	\$60,340.81

Communications From The Public-None

Unfinished Business – None

New Business-

Swotek moved, seconded by Spellman, to set time and date for graduation to Saturday, May 14th at 2pm. Voting by roll call: AYES- Nutter, Spellman, Swotek, Bice, Kramer, NAYS- None. Motion passed.

Kramer moved, seconded by Nutter, to create an Assistant Coaching Position for Baseball at the pay rate consistent with Assistant Coaches. Voting by roll call: AYES- Spellman, Swotek Bice, Kramer, Nutter, NAYS- None. Motion passed.

England entered meeting at 7:11pm

Nutter moved, seconded by Spellman, to create an Assistant Coaching Position for Wrestling at pay rate consistent with other Assistant Wrestling Coaches. Voting by roll call: AYES- Swotek, Bice, England, Kramer, Nutter, Spellman. NAYS- None. Motion passed.

Spellman moved, seconded by England, to set the adult lunch price at \$3.85 and breakfast \$3.00. Voting by roll call: AYES- Bice, England, Kramer, Nutter, Spellman, Swotek, NAYS- None. Motion passed.

Kramer moved, seconded by Spellman, to approve the Wellness Policy #5417 for the 2021-2022 School Year. Voting by roll call: AYES-England, Kramer, Nutter, Spellman, Swotek. Bice. NAYS- None. Motion passed.

Mr.Swotek presented a Branding Presentation.

Administrative Reports-

Mr. Greg Adams, Jr/Sr. High School Principal

- Homecoming went well, had the dance outside this year. Weather was perfect.
- Students really enjoyed all the events that took place during homecoming week.
- Preparing Parent Teacher Conferences and other conference games that start this week.
- Glad to have kids back in school everything is starting to feel normal.

Mrs. Amber Dolliver, Westfall Elementary Principal

- Absent

Superintendent Ryan Terwilliger

- Tax/Budget Wrapped- Up.
- Preparing for the rest of the fall school year.
- The track resurfacing will be completed 9/24, painting will be completed soon.

With no further business before the Board, Nutter moved, seconded by Kramer, to adjourn by acclamation. Chairwoman Bice declared the meeting adjourned at 8:26PM.

Respectfully submitted,

Alison Blair
Recording Secretary

The next regular meeting of the Board will be Monday, October 18, 2021 at 7:00PM at the District Board Room, 10004 NW 112th St., Malcolm, NE. The agenda will be published the Friday before each meeting.

	A	B	C
1	GENERAL FUND EXPENDITURES		
2	October 18, 2021		
3	Payroll	\$ 313,953.98	Payroll Expenses/Benefits
4	A-Tec Recycling Inc.	\$ 263.73	Fluorescent 4' and Under
5	Amazon	\$ 1,690.60	Teacher/School Supplies
6	ByteSpeed, LLC	\$ 61,308.00	laptops
7	CDW	\$ 6.73	Computer Supplies
8	Central Nebraska Rehabilitation Services	\$ 259.25	Vision SPED Services
9	Concentra	\$ 175.00	DOT Physicals
10	DAS Accounting State of Nebraska		Internet Service
11	ESU6	\$ 1,605.94	Qrtly Psych/OT/Hearing/SP/Tech Hosting
12	Eakes Office Solutions	\$ 32.99	Fax Services
13	First Concord Group	\$ 75.00	Flex 125 Adm Fee
14	Follett	\$ 929.20	Library Supplies
15	Frank, Kelly	\$ 33.94	Reimb for College Access Activities
16	Generation Genius, Inc.	\$ 125.00	Classroom Subscriptions
17	General Fire & Safety	\$ 1,215.30	Fire Alarm Repair
18	Hampton	\$ 6,937.80	Labor/Materials for Doors
19	Heffelfinger, Ami	\$ 3,626.24	Psychotherapy Services
20	Hillyard	\$ 3,945.77	Custodial Supplies/Gym Floor Prep Coat/
21	Hometown Leasing	\$ 655.74	Monthly Copier Leases
22	Innovative Office Solutions LLC	\$ 15.12	Office Supplies
23	IXL Learning	\$ 2,581.00	IXL Site License
24	JW Pepper	\$ 254.64	Vocal Sheet Music
25	Kaplan	\$ 1,487.79	Classroom Supplies
26	Lakeshore	\$ 39.99	Classroom Supplies
27	Lee Enterprises	\$ 576.59	Board Hearing/Tax Mtg.
28	Lincoln Lock & Safe	\$ 32.80	Medco Keys
29	Mechanical Sales, Inc.	\$ 3,109.15	Travel/Labor
30	Maytum, Mike	\$ 873.00	Asst. Drama Coach II
31	McKee, Austyn	\$ 873.00	Asst. Drama Coach
32	Meehl, Jan	\$ 393.60	SPED Services
33	Menards	\$ 33.76	Maintenance Supplies
34	Meyer, Travis	\$ 1,728.00	Asst. SB Coach
35	Nebraska Landscape Solutions	\$ 425.61	Grub Control
36	Neemann Refuse Inc.		July/August Trash Service
37	Norris Public Power	\$ 12,000.00	Electric Service
38	Otte Oil and Propane	\$ 2,900.00	Propane
39	Perry Law Firm	\$ 1,325.79	School Lawyer
40	Quill.com	\$ 73.86	Blue Folders
41	Really Good Stuff	\$ 215.71	Classroom Supplies
42	Robotham, Evaline	\$ 212.80	Mileage Reimbursement
43	Sackett, Dane	\$ 20.00	Reimb. For Fuel
44	School Specialty	\$ 316.91	Classroom Supplies
45	SectorNow, LLC		Message Board Annual Hosting & Support
46	Seward County Independent	\$ 3.27	Legal Mtg. Notice
47	SHAPE Nebraska	\$ 330.00	Shape Nebraska State Convention 2021
48	Sherwin Williams	\$ 47.41	Paint Sprayer
49	Small Engine Specialists	\$ 24.06	SPED Services
50	Southeast Community College	\$ 2,461.00	SENCAP Participation
51	Super Saver	\$ 332.58	Sped/FCS Supplies
52	Sweet, Dallas	\$ 857.86	Mileage/Meal/ Park Permit (CC)
53	Unite Private Networks	\$ 696.44	Distance Learning Cable
54	Verizon	\$ 153.48	Cellphone Service
55	Village of Malcolm	\$ 8,948.13	Water/Sewer Service
56	Visa		
57	Walmart	\$ 380.09	
58	Wex	\$ 3,705.05	School Vehicle Fuel

	A	B	C
59	Wilkins, Sharon	\$ 259.20	Mileage Reimbursement
60	Windstream	\$ 859.96	Phone Service
61			
62	Out of Cycle Checks		
63	US Post Office	\$ 250.34	Clipper/Brd Minute Postage
64	Region 1 Principals	\$ 200.00	5th Grade Leadership day at Doane
65	First Concord	\$ 25.00	Sept Admin Fees
66		\$ 475.34	Total
67	School Lunch Fund		
68	Payroll	\$ 9,955.44	Payroll Expenses
69	Bernard	\$ 1,391.71	Dinner Mix Supplies
70	Bimbo Bakeries		Bread Supplies
71	CashWa Foods	\$ 20,193.09	Food/Containers
72	DFA Dairy Brands	\$ 3,152.33	Milk
73	Earthgrains Baking Company	\$ 642.34	Baked Lunch Supplies
74	HyVee		Special Diet
75	Kiner Supply	\$ 2,222.18	Commercial Garbage Disposal
76	Pepsi		Aquafina Water - Breakfast
77	Super Saver	\$ 16.19	Special Diet
78	Sysco		Food/Containers
79	Trimark		Refrigerator
80	US Foods	\$ 3,874.76	Food/Containers
81			Total

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 10/18/2021 10:34:50 AM

Receipt Number	Customer Name	Description
Sept21 Int.	Union Bank Interest	Sept Int.
Sept21Stifit	Union Bank Interest	Stifit Int. Sept

Date Received	Receipt Amount
09/30/2021	\$0.45
09/30/2021	\$1.57
	\$2.02

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY20-21"; Created On: 9/17/2021 4:28:21 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount
20-063	Patrons/Students	Student Lunchs	08/24/2021	\$436.55
20-064	Patrons/Students	Student Lunch	08/24/2021	\$554.50
20-065	Patrons/Students	Student Lunch	08/25/2021	\$300.00
August21-Efunds	Patrons/Students	Student Lunches	08/31/2021	\$2,355.00
Efunds	Patrons/Students	Student Lunch	08/30/2021	\$1,525.00
StifitAug21	Union Bank Interest	Stifit Interest	08/31/2021	\$0.62
				\$5,171.67

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 10/18/2021 12:03:06 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
20-21Title I	State of Nebraska	Title I Reimbursement 20-21	09/28/2021	\$39,788.00	Multiple
21-001	Patrons/Students	Preschool Tuition	09/27/2021	\$1,465.00	01-1-01370-000-000-0000
21-002	Sadoff & Rudoy	Metal Recycling	09/27/2021	\$45.15	01-1-05300-000-000-0000
21-003	Internal Revenue Service	Refund of Penalty	09/27/2021	\$2,091.81	01-1-09000-000-000-0000
21-004	Malcolm Mateys, LLC	Rental - Before/After School Care	09/27/2021	\$369.50	01-1-01910-000-000-0000
21-005	Malcolm Lunch Fund	IRS, NEIT, NTRT	09/27/2021	\$5,109.80	01-1-09000-000-000-0000
21-006	Patrons/Students	Rolled Roofing Disposal	09/27/2021	\$20.00	01-1-05300-000-000-0000
21-007	Patrons/Students	BCBS	09/27/2021	\$2,523.12	01-1-09000-000-000-0000
EDSept21STFITInt	Union Bank Interest	STFIT Interest	09/30/2021	\$21.01	01-1-01510-000-000-0000
ImpAid-2020 Adj	US Treasury - Impact Aid	Impact Aid Extra Fund Payment Adj	09/02/2021	\$2,244.00	01-1-04305-000-000-0000
LancSept21	Lancaster County Treasurer	Local Collections	09/15/2021	\$172,276.00	01-1-01100-000-000-0000
REAP Bytespeed	REAP - US Treasury	ByteSpeed - 2Laptops/4 Computers	09/02/2021	\$6,365.96	01-1-04310-000-000-0000
REAP-Apple	REAP - US Treasury	REAP Apple iPads/Covers	09/02/2021	\$4,197.50	01-1-04310-000-000-0000
Sept21EFunds	Patrons/Students	PS/Chrome/OptTransp/Fin es	09/30/2021	\$2,490.00	Multiple
Sept21StateAid	State of Nebraska	State Aid	09/30/2021	\$383,689.00	01-1-03110-000-000-0000
SewSept21	Seward County Treasurer	Local Collections	09/03/2021	\$20,030.99	01-1-01100-000-000-0000
VirusPaySept21	Union Bank Interest	Virus DD Paycheck Not Accepted	09/20/2021	\$549.22	01-1-09000-000-000-0000
				\$643,276.06	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 10/18/2021 12:39:59 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount
LanSept21	Lancaster County Treasurer	Local Collections	09/15/2021	\$15,578.87
SeptInt21	NDSLAF Bond Fund	NDSLAFInt	09/30/2021	\$2.34
SewSept21	Seward County Treasurer	Local Collections	09/03/2021	\$1,974.26
				\$17,555.47

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY21-22"; Created On: 10/18/2021 12:38:38 PM

Receipt Number	Customer Name	Description
LanSept21	Lancaster County Treasurer	Local Collections
Sept21Int.	NDSLAF Special Bldg	Interest
SewSept21	Seward County Treasurer	Local Collections

Date Received	Receipt Amount
09/14/2021	\$21,602.40
09/30/2021	\$11.75
09/03/2021	\$2,963.76
	\$24,577.91

Financial Summary
10/18/2021

School Accounts	General	Lunch	Activity	Bus Deprec	Student Fees
Previous Bal 9/01/2021	\$1,963,194.72	\$53,671.32	\$218,119.24	\$167,748.59	\$32,807.00
Receipts - Sept 2021	\$643,276.06	\$12,595.30	\$36,983.16	\$2.02	\$1,590.00
Disbursements- Sept 2021	\$708,330.30	\$48,338.52	\$32,332.63	\$0.00	\$0.00
Cash in Cking 9/31/2021	\$433,064.67	\$4,864.89	-\$2,117.66	\$10,861.09	\$34,397.00
Invested: Sept 2021	\$1,465,075.81	\$13,063.21	\$224,887.43	\$156,889.52	

Lanc. Co. Treasurer:	General	Bond	QCPUF	Spc Bldg
Previous Bal 9/1/2021	\$172,276.00	\$15,578.87	\$0.00	\$21,602.40
Receipts - Sept 2021	\$57,260.62	\$3,279.02	\$0.00	\$4,926.45
Disbursements Sept 2021	\$172,596.45	\$15,610.50	\$0.00	\$21,649.97
Cash on Hand 9/31/2021	\$56,940.17	\$3,247.39	\$0.00	\$4,878.88

NSDLAF (Investment)	Spc Bldg	Bond Fund	QCPUF Checking
Previous Bal 9/1/2021	\$1,379,957.11	\$267,937.13	\$60,340.81
Receipts Sept 2021	\$24,577.91	\$17,555.47	\$0.00
Disbursements Sept 2021	\$0.00	\$0.00	\$0.00
Cash on Hand 9/31/2021	\$1,404,535.02	\$285,492.60	\$60,340.81

\$1,078,255.05		
	\$40.00	
\$24,000.00	\$230.00	
\$95,000.00	\$780.00	
\$252,000.00	\$2,244.00	
\$1,000.00	\$4,197.50	
\$1,000.00	\$6,365.96	
\$16,000.00	\$230.00	
\$2,000.00	\$20,030.99	
\$6,000.00	\$230.00	
\$11,000.00	\$230.00	
\$27,000.00	\$80.00	
\$435,000.00	\$230.00	
	\$230.00	
\$643,255.05	\$172,276.00	
	\$549.22	
	\$200.00	
	\$11,624.38	
	\$10.00	
	\$383,689.00	
	\$39,788.00	
	\$643,255.05	\$0.00

PERSONNEL - CERTIFIED**POLICY: 4750****TEMPORARY EARLY RETIREMENT INCENTIVE PROGRAM****A. PURPOSE AND OBJECTIVES:**

The purpose of this program is to encourage eligible certificated employees who are considering an early-leave decision to accelerate their retirement plans at the end of the 2021-2022 school year. Objectives include, but are not limited to, the following:

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

B. QUALIFICATIONS:

1. **Certificated Employee:** To be a participant, a person must be employed by the School District, as of the date of the person's application, and in the position of a fully certified teacher.
2. **Full-Time Equivalency:** Certificated Employees, both full-time and part-time, may participate in the Temporary Early Retirement Incentive Program ("TERIP"), provided that the part-time employees' benefits under such program shall be based on their part-time salary schedule for the academic year preceding early separation.
3. **Eligibility Requirements:** In order for a Certificated Employee to be eligible for this program they must meet the following requirements:
 - a. **Minimum Age and Years of Service:** The employee must be fifty-five (55) years of age on or before August 31, 2021 and have completed at least fifteen (15) consecutive years of credited service to the Malcolm Public Schools ("School District"). Credited service shall mean continuous employment with the Malcolm Public School District as a certificated employee through the employee's last year of service. Board approved military service, sabbatical and/or approved leave of absence, or other leave required to be granted according to law, shall not be included as credited years of service, but such events shall not disrupt continuous employment for purposes of this paragraph. In determining years of credited service with the School District, part-time employment is equal to full-time employment. Additionally, a one-year service credit shall be granted if the employee has completed more than one-half of a school year.
 - b. **Salary Schedule Placement:** The Certificated Employee must have an experience step placement of 1.76 or more on the BA+36, MA, MA+9, MA+18, or MA +27 columns of the salary schedule that is a part of the collective bargaining agreement between the school district and the Malcolm Education Association in effect for the 2021-22 school year.

**PERSONNEL - CERTIFIED
POLICY 4750-CONTINUED**

4. **List of Eligible Employees:** On or before Feb. 1, 2022, the administration of the School District shall provide all eligible certificated employees of the School District verification of their individual number of years of credited service in the Malcolm Public School District.

C. ENROLLMENT REQUIREMENTS:

1. **Resignation:** Employee participants in the program shall resign their teaching position with the School District effective at the close of the 2021 - 2022 school year, in consideration for the benefits outlined in paragraph "D" below.
2. **Notice of Program and Future Employment:** The Superintendent shall deliver to all certificated employees of the School District a copy of this Temporary Early Retirement Incentive Program (TERIP) and a copy of the attendant TERIP Application and Agreement on or before January 15th, 2022; a copy of said TERIP, Application and Agreement, as it now exists, may be obtained from the office of the Superintendent, as it may from time to time be amended.
If the certificated employee participating in this program is re-employed by the School District as a certificated employee to a position of .5 FTE or greater within five (5) years of September 1 of the year in which said resignation is effective, said teacher shall refund to the School District that portion of the monies received under this program for any portion of said five year period that has not elapsed as of the date said certificated employee is re-employed on a per diem pro rata basis; however, this provision shall not apply to a participant substitute teaching for the district on a per diem basis.
3. **Application and Agreement:** Any employee who attains the minimum eligibility requirements shall be eligible to participate in the TERIP. Each qualified employee who wishes to participate must submit an Application and Agreement form properly executed, which is to be received in the office of the Superintendent on or before March 1, 2022
4. . The Application and Agreement may be withdrawn by the employee at any time within seven (7) days following the date when it was received by the office of the Superintendent. The Superintendent shall review the employee's record to determine eligibility. If eligible, the Board of Education shall approve the Application and Agreement, except as may be otherwise provided herein, or at such later time as deemed appropriate. **FAILURE TO SUBMIT THE APPLICATION OR AGREEMENT WITHIN THE TIME FRAME SPECIFIED IN THIS PARAGRAPH SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.**
5. **Acceptance or Rejection of Applications:** The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues.
6. **Criteria for Selection:** The total number of Eligible Employees that may participate in this TERIP shall not exceed (2) two Certificated Employees. If there are more than (2) two applicants for participation in the TERIP, the selection of which Certificated Employee(s) who will be allowed to participate in the TERIP shall be based upon the following criteria in descending order:
 - a. **Highest Salary:** The Certificated Employee(s) with the highest salary on the salary schedule that is a part of the collective bargaining agreement between the school district and the Malcolm Education Association in effect for the 2021-22 school year will be given preference for participation in the TERIP.

**PERSONNEL - CERTIFIED
POLICY 4750 - CONTINUED**

- b. **Date of Application:** If two (2) or more Certificated Employees have the same salary under paragraph “a.” above, the Certificated Employee(s) with the date of application, first in time, will be given preference for participation in the TERIP. Applications will be date stamped by the Superintendent’s office.
 - c. **Tie Breaker:** If two (2) or more Certificated Employees tie on criteria “a.” and “b.”, the names of those persons who are tied shall be placed in a container and names will be drawn from the container for each opening in the TERIP.
6. **Terminated Employee’s Ineligibility:** An employee who has received written notice of possible termination for reasons other than reduction in force, or who has received written notice of possible cancellation shall **NOT** be eligible and may **NOT** participate in this program, **UNLESS** after having a hearing before the Board of Education, it is determined that said employee shall not be canceled or terminated, or the decision of the Board of Education to terminate or cancel is subsequently set aside. An employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said employee expressly waives all rights to which he or she may be entitled under the reduction in force law.

D. BENEFITS:

- 1. **EARLY RETIREMENT BENEFITS:** In consideration of the Certificated Employee’s resignation, and of other covenants and conditions set forth in this Application and Agreement, The Certificated Employee shall receive the following benefits and payments, to-wit:

(a) **Early Retirement Benefit:** A Certificated Employee shall be paid the sum of \$ _____, which was calculated based on the following formula, to wit:

One point twenty-five percent (1.25 %) of the Certificated Employee’s base salary figure for the 2020-21 school year of \$ _____ multiplied by _____ years of credited service to the Malcolm School District equals the early retirement benefit of \$ _____. No extra duty, extended contract pay, or fringe benefits shall be calculated into this formula. **Notwithstanding any provision herein to the contrary, the total amount to be paid to any Certificated Employee shall not exceed a total of \$35,000.**

(1) **Payment Options:** The Certificated Employee may elect one of the following payment options, provided, however, that such payment options are subject to approval by the Board of Education of the School District which in its sole discretion may select a different payment schedule; the Certificated Employee is to check one option only on the Application and Agreement form provided, to wit:

- (i) Two (2) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023; or
- (ii) Three (3) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023; or
- (iii) Four (4) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023 and the fourth to be paid on or before January 15, 2024; or

**PERSONNEL - CERTIFIED
POLICY 4750 – CONTINUED**

- (iv) Five (5) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023 and the fourth to be paid on or before January 15, 2024 and the fifth to be paid on or before September 15, 2024; or

- (v) Six (6) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023 and the fourth to be paid on or before January 15, 2024 and the fifth to be paid on or before September 15, 2024 and the sixth to be paid on or before January 15, 2025;

2. **Source of Funds:** The School District shall pay the entire cost of the program.

3. **Administration:** This Program shall be administered by the Board of Education by and through the administration of the School District.

4. **Beneficiary Designation:** In order for the application to be considered complete, a beneficiary must be designated. Upon death of the Certificated Employee before all benefits are paid, the beneficiary has the choice to receive the remaining benefits as scheduled each year, or may opt to take the remaining funds in one lump sum on the next designated date.

5. **Lifetime Activity Passes:** Any participant shall be given a complimentary lifetime activity pass for the Malcolm Public School District.

6. **Income Tax Consequences:** Cash received as an early retirement incentive has been determined to be taxable income for state and federal income tax purposes, and will be treated as such. It will be reported as a taxable retirement payment. The social security percentage and any other required state or federal withholdings will be subtracted from each payment to the retiree.

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

**PERSONNEL - CERTIFIED
POLICY 4750 - CONTINUED**

E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:

1. **Time to Consider Application and Agreement:** An employee who elects to participate in the Malcolm Public School District Temporary Early Retirement Incentive Program shall be given at least forty-five (45) days within which to consider the TERIP Application and Agreement. That TERIP Application and Agreement shall alert the employee that the Malcolm Public School District Temporary Early Retirement Incentive Program is totally voluntary in nature.

2. **Waiver and Release of Claims:** The TERIP Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA) 29 USC 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, **Neb. Rev. Stat.** 48-1001 et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 USCS 51001 et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the TERIP, and allow the employee to revoke the Release or Waiver at any time within seven (7) days after signing the contract, and advise the employee to consult with an attorney before signing the Application and Agreement.

F. TERM OF PROGRAM:

The Malcolm Public School's TERIP shall be offered only to eligible employees as defined herein, who meet requirements on or prior to August 31, 2021, and who timely submit a TERIP Application and Agreement. This TERIP program and policy, and all benefits provided herein, have been repealed and shall expire and be of no force and effect on, and as of August 31, 2022.

Date Adopted and School Year Approved for Enforcement of Policy and Application:

***** Minimum Experience Step Placement moves from BA+36, 1.60 to MA, 1.76 in 2011-2012**

Policy Adopted 4/20/98 School Year Approved for Enforcement 97-98, 01-02, 02-03, 03-04, 04-05, 05-06, 06-07, 07-08, 08-09, 09-10, 10-11, 11-12, 12-13, 13-14, 14-15, 15-16, 16-17, 17-18, 18-19, 19-20, 20-21, 21-22

**MALCOLM PUBLIC SCHOOLS
VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT**

(NOTE: THIS APPLICATION AND AGREEMENT MUST BE SUBMITTED TO THE SUPERINTENDENT ON OR BEFORE MARCH 1, 2022).

This Temporary Early Retirement Incentive Program (“TERIP”) Application and Agreement is offered and made this _____ day of _____, 20____, between Lancaster County School District 148 a/k/a/ Malcolm Public School District, hereinafter referred to as the “school district”, and _____, (“Certificated Employee”), whose address is _____, in _____, Nebraska.

WHEREAS, the School District has established a TERIP to be offered during the remainder of the 2021-22 school year only, for the purpose of encouraging eligible certificated employees who are considering an early leave decision to accelerate their retirement plans; and,

WHEREAS, the Certificated Employee is desirous of voluntarily participating in the TERIP sponsored by the School District, and in the voluntary termination of the Certificated Employee’s employment; and,

WHEREAS, the Certificated Employee is or will be fifty-five (55) years of age on or before August 31, 2022, and will have completed at least fifteen (15) consecutive years of credited service to the School District on or before August 31, 2021, and has an experience step placement of 1.76 or more on the BA+36, MA, MA+9, MA+18, or MA+27 columns of the salary schedule that is a part of the collective bargaining agreement between the school district and the Malcolm Education Association in effect for the 2021-22 school year; and,

WHEREAS, the Certificated Employee acknowledges that he/she has had forty-five (45) or more days to consider the ramifications of participation in the TERIP, and acknowledges that the Certificated Employee’s participation in the TERIP is voluntary and that the Certificated Employee was not coerced in any manner to participate in the TERIP sponsored by the School District.

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

1. ELIGIBLE EMPLOYEE QUALIFICATIONS:

a. Age:

(1) Age as of August 31, 2022: _____

(2) Date of Birth: ____/____/____

PERSONNEL - CERTIFICATED

APPLICATION - POLICY 4750 CONTINUED

b. Years of continuous service:

(1) Date of Hire: ____/____/____

(2) Number of Years: _____

c. Salary Schedule Placement (fill in appropriate column and step):

Column _____; Step _____; Salary Amount _____.

2. CERTIFICATED EMPLOYEE RESIGNATION: The Certificated Employee, by signing this Application and Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Certificated Employee’s teaching position and from all other employment relations with the School District effective at the end of the 2020-21 school year, and further hereby waives any and all notice of action by the Board of Education of the School District to accept the resignation and to terminate the Certificated Employee’s continuing contract and employment with the School District, and waives any and all rights the Certificated Employee may have under **Neb. Rev. Stat.** 79-12,107 to 79-12,121 (old statute numbers), or 79-824 to 79-839 (new statute numbers), or other laws as they now exist or as they may be amended in the future relating to continued employment. The Certificated Employee further authorizes the Board of Education of the School District to advertise for, and contract with, a replacement-certificated employee, if deemed appropriate for the 2022-23 school year. The School District, by approving and signing this Application and Agreement, hereby unconditionally and irrevocably accepts the Certificated Employee’s resignation, ending all employment relations between the School District and the Certificated Employee, effective at the end of the 2021-22 school year. The Certificated Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its presentation to the School District by the Certificated Employee.

3. EARLY RETIREMENT BENEFITS: In consideration of the Certificated Employee’s resignation, and of other covenants and conditions set forth in this Application and Agreement, the Certificated Employee shall receive the following benefits and payments, to-wit:

(a) Early Retirement Benefit: A Certificated Employee shall be paid the sum of \$ _____, which was calculated based on the following formula, to wit:

One point twenty-five percent (1.25%) of the Certificated Employee’s base salary figure for the 2021-22 school year of \$ _____ multiplied by _____ years of credited service equals the early retirement benefit of \$ _____. No extra duty, extended contract pay, or fringe benefits shall be calculated into this formula.

1. **Notwithstanding any provision herein to the contrary, the total amount to be paid to any Certificated Employee shall not exceed a total of \$35,000.**
2. **Payment Options:** The Certificated Employee may elect one of the following payment options, provided, however, that such payment options are subject to approval by the Board of Education of the School District which in it’s sole discretion may select a different payment schedule. (The Certificated Employee is to check one option only):

PERSONNEL - CERTIFICATED

POLICY 4750 - APPLICATION CONTINUED

- (i) Two (2) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023; or
- (ii) Three (3) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023; or
- (iii) Four (4) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023 and the fourth to be paid on or before January 15, 2024; or
- (iv) Five (5) equal payments, the first to be paid on or before September 15, 2022 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023 and the fourth to be paid on or before January 15, 2024 and the fifth to be paid on or before September 15, 2024; or
- (v) Six (6) equal payments, the first to be paid on or before September 15, 2021 and the second to be paid on or before January 15, 2023 and the third to be paid on or before September 15, 2023 and the fourth to be paid on or before January 15, 2024 and the fifth to be paid on or before September 15, 2024 and the sixth to be paid on or before January 15, 2025;

(2) **Beneficiary Designation**: The Certificated Employee hereby designates

_____, Whose address is _____,

Social Security No. _____, to be his/her beneficiary in case of his/her death. Any money due the Certificated Employee will continue to the Beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this agreement.

(b) **Tax Consequences**: Early Retirement Incentive Benefits and Sick Leave Accumulation Benefits have been determined to be taxable income for State and Federal Income Tax purposes and will be treated as such. It will be reported as a taxable retirement payment. Social Security percentage and any other required State or Federal withholdings or deductions will be subtracted from each payment to the Certificated Employee.

**PERSONNEL - CERTIFICATED
POLICY 4750 - APPLICATION CONTINUED**

- 4. WAIVER AND RELEASE OF CLAIMS:** By entering into this Agreement the Certificated Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. 1988, or the like, which the Certificated Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Certificated Employee's employment with the School District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA), and the Older Workers Benefit Protection Act (OWBPA), 29 USC 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC 1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. 48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. 1981, through and including 42 U.S.C. 1988, the Americans with Disabilities Act, Section 50-4 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Certificated Employee's employment with the School District, this Application and Agreement, the TERIP, or the Certificated Employee's resignation from such employment. The Certificated Employee further covenants not to sue and hereby agrees not to institute any proceedings against, and agrees to indemnify and hold harmless, the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Certificated Employee's employment at the School District, this Application and Agreement, the TERIP, or the Certificated Employee's resignation.

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

October 13, 2021

Malcolm Public School
Board of Education
10004 NW 112th St.
Malcolm, NE 68402

Dear Negotiations Committee:

The Malcolm Education Association requests that the school board of Malcolm Public Schools take action to recognize the Malcolm Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff for the 2023-24 contract year.

Please direct your response to the undersigned.

Sincerely,

Kelly Frank
Malcolm Education Association