

**Minutes - Board of Education
Monday, January 15, 2024**

The Board of Education, School District #148, Lancaster County, Nebraska, met on Monday, January 15, 2024 at 7:00PM in open and public session at 10004 NW 112th St., Malcolm, Nebraska. Board members present were: Administrators present were Ryan Terwilliger, Greg Adams, Amber Dolliver. Chairman Nutter called the meeting to order at and noted that the Open Meetings Act is posted on the north wall of the meeting room.

{{Name: Agenda Item Name}}

- 1. Call Regular Board Meeting to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Board Reorganization/Election of Officers**
- 4. Committee Appointments**
- 5. Board Member Code of Conduct**
- 6. Consent Agenda**
- 7. Communication From the Public: Communications in general or about a specific agenda item.**
- 8. Communication From the Board: Updates, Reports, Comments/Questions, or General.**
- 9. Unfinished Business**
- 10. New Business**
 - 10.1. Discuss, Consider and Take All Necessary Action Pertaining to the Official Designation for Legal Publication
 - 10.2. Discuss, Consider and Take All Necessary Action Pertaining to the Official Designation for Legal Counsel.
 - 10.3. Consider and Take all Necessary Action Pertaining to the Official Designation for Bank Depository
 - 10.4. Consider and Take All Necessary Action to Permit Malcolm Coaches Use of School Vehicles, Building and Grounds for 2024 Summer Athletic Activities.
 - 10.5. Discuss, Consider and Take All Necessary Action in Approving the 2024-2025 Malcolm Public Schools Negotiated Agreement
 - 10.6. Discuss, Consider and Take All Necessary Action in Approving the 2022-2023 Audit.
 - 10.7. Discuss, Consider and Take All Necessary Action in Amending, Reviewing and Approving the 3000 Series District Policies

11. Reports and Discussion Topics

11.1. Strategic Plan Report

11.2. Administration Reports and Discussion Topics

11.2.A. Principals

11.2.B. Superintendent

12. Enter into Executive Session if needed

(This item will be on the monthly agenda in case something comes up that we need to discuss in an executive session)

13. Adjournment

Respectfully submitted,

Alison Blair
Recording Secretary

According to Policy, the **Business Manager** will serve as the temporary chairman until the Office of President is filled. Voting for individual offices will be done by written ballot, unless there is only one candidate for the office. The position will be declared filled with a candidate receiving a simple majority of all votes cast. The meeting shall be turned over to the newly elected President who shall seek nominations for the remaining three offices. We will fill the offices as follows:

1) Nominations are now in order for the office of President:

| | |
|---------------|--|
| Nomination #1 | |
| Nomination #2 | |

2) Are there other nominations?

- a. If there are multiple nominations, the members will vote by written ballot
- b. If there is one nominee, then the Business Manager will proceed to item #3

3) Hearing or seeing none, I declare that nominations are closed.

4) If there is only one nomination, the Business Manager will say, "If there is no objection, I will declare

elected by acclamation.

If there are multiple nominations, the Business Manager will direct the Board to write down the name of their selected candidate, and pass their ballot to Mrs. Dolliver. Mrs. Dolliver will proceed in reading the votes. After the votes have been read, the member getting the majority of the votes will be named president.

| | | | | | |
|------------|-----|----|----------|-----|----|
| England | YES | NO | Nutter | YES | NO |
| Heidtbrink | YES | NO | Spellman | YES | NO |
| Mitchell | YES | NO | Swotek | YES | NO |

***Once a President is elected, they will take control and preside over the remainder of the meeting**

5) Nominations are now in order for the office of Vice President:

| | |
|---------------|--|
| Nomination #1 | |
| Nomination #2 | |

6) Are there other nominations?

- a. If there are multiple nominations, the members will vote by written ballot
- b. If there is one nominee, then the President will proceed to item #7

7) Hearing or seeing none, I declare that nominations are closed.

8) If there is only one nomination, the President will say, "If there is no objection, I will declare

elected by acclamation.

If there are multiple nominations, the President will direct the Board to write down the name of their selected candidate, and pass their ballot to Mrs. Dolliver. Mrs. Dolliver will proceed in reading the votes. After the votes have been read, the member getting the majority of the votes will be named Vice President.

| | | | | | |
|------------|-----|----|----------|-----|----|
| England | YES | NO | Nutter | YES | NO |
| Heidtbrink | YES | NO | Spellman | YES | NO |
| Mitchell | YES | NO | Swotek | YES | NO |

9) Nominations are now in order for the office of Secretary:

| | |
|---------------|--|
| Nomination #1 | |
| Nomination #2 | |

10) Are there other nominations?

- c. If there are multiple nominations, the members will vote by written ballot
- d. If there is one nominee, then the President will proceed to item #11

11) Hearing or seeing none, I declare that nominations are closed.

12) If there is only one nomination, the President will say, " If there is no objection, I will declare

elected by acclamation.

If there are multiple nominations, the President will direct the Board to write down the name of their selected candidate, and pass their ballot to Mrs. Dolliver. Mrs. Dolliver will proceed in reading the votes. After the votes have been read, the member getting the majority of the votes will be named Secretary.

| | | | | | |
|------------|-----|----|----------|-----|----|
| England | YES | NO | Nutter | YES | NO |
| Heidtbrink | YES | NO | Spellman | YES | NO |
| Mitchell | YES | NO | Swotek | YES | NO |

13) Nominations are now in order for the office of Treasurer:

| | |
|---------------|--|
| Nomination #1 | |
| Nomination #2 | |

14) Are there other nominations?

- e. If there are multiple nominations, the members will vote by written ballot
- f. If there is one nominee, then the President will proceed to item #15

15) Hearing or seeing none, I declare that nominations are closed.

16) If there is only one nomination, the President will say, " If there is no objection, I will declare

elected by acclamation.

If there are multiple nominations, the President will direct the Board to write down the name of their selected candidate, and pass their ballot to Mrs. Dolliver. Mrs. Dolliver will proceed in reading the votes. After the votes have been read, the member getting the majority of the votes will be named Treasurer.

| | | | | | |
|------------|-----|----|----------|-----|----|
| England | YES | NO | Nutter | YES | NO |
| Heidtbrink | YES | NO | Spellman | YES | NO |
| Mitchell | YES | NO | Swotek | YES | NO |

Malcolm Public Schools 2024 Officers:

| | |
|----------------|--|
| President | |
| Vice-President | |
| Secretary | |
| Treasurer | |

Board Committees:

Negotiations:

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

Committee on American Civics:

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

Facilities and Transportation:

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

Malcolm Public Schools
Board Member
Code of Conduct

BOARD MEMBER CODE OF CONDUCT

Malcolm Public Schools advocates that each board adopt and adhere to the Code of Conduct. This aids in the board's responsibility to carry out the important education decision-making role while maintaining effective relationships with school administrators, staff, and community members. Given the complexity of the education governance structure, nothing is more important than clarifying appropriate roles and responsibilities for the school board, superintendent, and principal(s).

A school board member has no legal powers unless participating at a meeting that complies with the Nebraska Open Meetings Law, or acting on behalf of the school board after the board formally grants authority to do so. Thus, it is essential that every school board member work as a member of the broader leadership team to perform board duties and act in a manner consistent with the Code.

Note: Board members can demonstrate personal commitment to the Code by signing this document signifying agreement to uphold the principles of the Code, both, in letter and spirit.

Malcolm Public Schools will post a copy of the signed Code. This public display of school leadership team commitment sends a powerful message and sets the tone for how the business of education will be conducted in the schools and community.

As citizens of the United States, board members have certain Constitutional rights, including freedom of speech that cannot be taken away, whether or not you choose to sign this document. The only sections of this Code that require legal compliance are the "*conflict of interest*" and "*act only as a member of the board.*" All other sections represent best practice.

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, board members must conduct themselves professionally and in a manner fitting to the responsibility of duty.

Each board member shall follow the code of conduct:

As a Board Member

- I will listen.
- I will respect the opinion of others.
- I will recognize the integrity of my predecessors and the merit of their work.
- I will be motivated only by an earnest desire to serve the school district and the students in the best possible way.
- I will not use the school district or any part of the school district program for my own personal advantage or for the advantage of my friends or supporters.
- I will vote for a closed session of the board if the situation requires it, but I will consider "secret" sessions of board members unethical.

- I will approach each meeting with an open mind and a willingness to listen and consider multiple points of view—only then, will I decide how to vote on proposals presented for consideration.
- I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
- I will recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law.
- I will make no disparaging remarks, in or out of the board meeting, about other members of the board or their opinions.
- I will express my honest and most thoughtful opinions in board meetings in an effort to have decisions made for the best interest of the students and the education program.
- I will abide by majority decisions of the board.
- I will carefully consider petitions, resolutions, and complaints and will act in the best interest of the school district.
- I will not discuss the confidential business of the board.
- I will endeavor to keep informed on local, state, and national educational developments of significance.

Board Governance

- Attend all regularly scheduled board meetings, insofar as possible, and review advance materials provided.
- Respect the confidentiality of privileged information and make no individual decisions or commitments that would compromise the board or administration.
- Work with other board members to establish effective board policies and to delegate authority for the administration of the schools to the superintendent.
- Maintain a priority board focus on policymaking, goal setting, planning process, and evaluation. Most importantly increasing student learning and achievement and ensuring efficient use of education resources.
- Comply with Board policy, all applicable local, state and federal laws and regulations and guidance from the superintendent, when making board decisions.
- Encourage individual board member expression of opinion and establish an open, two-way communication process between the board and students, staff, and all elements of the community.
- Remain current with changing needs and requirements pertaining to educational issues through individual study and by participating in board learning opportunities such as those sponsored by the Nebraska and National School Boards Associations, the Nebraska

Department of Education, and other education organizations.

- Recognize that a board member's responsibility, together with fellow board members, is to ensure the school district provides a quality education for all students.
- In consultation with the superintendent and district administrators, set education goals for the school(s).
- Maintain confidentiality of information and discussion conducted in closed session.
- Review essential facts, consider others' ideas, and then present personal opinions during board deliberations but, once the board vote has been taken, support board decisions regardless of how individuals voted.
- Act only as a member of the board and do not assume any individual authority when the board is not in session, unless otherwise directed by the board.
- Rely on school policies that are continually updated and aligned with Nebraska and federal education laws, and guidance from the superintendent, when making board decisions.
- Request recommendations from the superintendent and seek legal counsel, when required for full and informed board consideration of issues requiring legal expertise.
- Expect an equitable amount of board meeting time be spent both learning about educational programs and conducting the business of the board.
- Maintain a priority board focus on increasing student learning and ensuring efficient use of education resources.
- Retain independent judgment and refuse to surrender that judgment to individuals or special interest groups.
- Voice opinions respectfully and maintain good relations with other board members, administrators, school staff, and members of the public.
- Be informed about educational issues through individual study and by participating in board development opportunities such as those sponsored by the Nebraska and National School Boards Associations, the Nebraska Department of Education, and other education organizations.
- Support new school board members by sharing your experience and knowledge.
- Ensure that adequate board orientation and team building opportunities are available for board members and administrators.
- Associate with board members from other school districts to discuss school problems and collaborate on school improvement initiatives.

Board – Superintendent Relations

- Respect that the superintendent of schools and his or her staff are responsible and accountable for the delivery of the educational programs and the conduct of school operations.
- Ensure strong management of the school system by hiring, setting goals with and evaluating the Superintendent.
- Provide policy support for school administrators in the performance of their duties and delegate authority commensurate with those responsibilities.
- Expect the superintendent to keep the board adequately informed through regular written and oral communications.
- Refer complaints, requests, and concerns to the superintendent.
- Avoid making commitments that may compromise the decision-making ability of the board or administrators.
- Maintain open and candid communication with the superintendent.
- Hold the superintendent accountable by jointly creating job performance standards and at least annually performing a comprehensive evaluation process based on the job description, contract, and identified performance standards.
- Recognize that a board member's responsibility is to see that schools are well run, but not to run them.

Personnel Relations

- Seek to employ the most qualified school staff and insist on regular, impartial employee evaluations.
- Hire no superintendent, principal, or teacher already under contract with another school district unless the person has formally been released from his or her contract.
- Individual board members shall not give directives to any school administrator or employee, publicly or privately.

Community Relations

- Perform a liaison communications role by respecting the needs of both the community and the school.
- Consider the needs of the entire community and vote for what is best for students.
- Encourage collaboration between the school and community.
- Request that periodic surveys be conducted with the community to assess the quality of education services and use the data to establish and monitor goals.

Conflict of Interest

- Do not solicit or receive directly or indirectly any gift or compensation in return for making a recommendation or casting a vote.
- Do not receive anything of value by contract or otherwise, from the school district you serve unless it is received:
 - as a result of a contract accepted after a public bid.
 - in public recognition of service or achievement.
 - as expenses allowed by law for official duties performed as a member of such board.
- Follow the school board conflict of interest policy regarding the appearance of conflict of interest.

(Optional Signature)

I agree to abide by the principles outlined in the Board of Education Code of Conduct and will do everything in my power to work as a productive member of the leadership team.

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Date



TRUCK CENTER COMPANIES



5701 Arbor Road
LINCOLN, NE 68517

(402) 464-2444

Sold **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

Ship **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

SERVICE INVOICE RA108026835:01
ESTIMATE: ES108022616

| | | |
|---|------------------------------------|------------------|
| UNIT NO: 12MPS | CONTACT #: (402) 796-2151 | MILEAGE: 128,764 |
| VIN: 4UZABRDT6CCBA0897 | P.O. NO: | LICENSE: 12MPS |
| YEAR/MAKE/MODEL: 2012 / Freightliner / CHASSIS | DATE CREATE: 12/6/23 | ENG HRS: 0 |
| ENGINE/MODEL/SN: CUMMINS / ISB10 - EPA10 / 73187467 | DATE INVOICED: 12/7/23 | R RATIO: |
| TRANS/MODEL/SN: ALLISON / 2500PTS / 6311033070 | DRIVER CONTACT: | TAG #: |
| RXLS/MODEL/SN: / / | DATE SCHEDULED: 12/6/2023 5:17:02P | DEL MILE: |

Sold Operations

JOB #1 EA EXPRESS ASSESSMENT

COMPLAINT AIR LEAK AT THE BACK OF THE AIR TANK - CHECK AND ADVISE
 CAUSE
 CORRECTION 99- AIRED UP AND SPRAYED TANK WITH SOAPY WATER. FOUND A LEAKING FITTING. REPLACED THE FITTING. NOTICED THE LINE WAS KINKED, CUT OUT THE DAMAGED SECTION OF AIR LINE AND INSTALLED NEW AIR LINE WITH A UNION. SPRAYED DOWN AND HAD NO LEAKS.

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|-----|------------------------|----------------------------|------------|------------|
| 1 | 108D/23-14393-006 | UNION-PTC .50 NT TO .50 NT | 5.54 | 5.54 |
| 1 | 108D/23-14393-007 | UNION-5/8 PTC X 5/8 PTC | 29.47 | 29.47 |
| 1 | 108D/PH 1220 8B BLK500 | NYLON 12 TUBING | 1.42 | 1.42 |
| | LABOR EA-10 | EXPRESS ASSESSMENT | | 170.00 |

Prepay: \$0.00 Parts: \$36.43 Labor: \$170.00 Misc: \$0.00 Sublet: \$0.00 \$206.43

Sold Operations Totals Prepay: \$0.00 Parts: \$36.43 Labor: \$170.00 Misc: \$0.00 Sublet: \$0.00 \$206.43



By executing below, you hereby agree that any dispute in any way related to the services rendered (except for any dispute regarding your failure to pay for services rendered or the creation, perfection or foreclosure of any lien or security interest) shall be submitted to final and binding arbitration under the commercial arbitration rules of the American Arbitration Association. Nebraska law shall govern the arbitration proceeding and the arbitration trial shall occur in Omaha, Nebraska. TCC MAKES NO REPRESENTATION WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS OR SUITABILITY FOR ANY PURPOSE OR USE. FURTHER, YOU AGREE THAT TCC SHALL NOT BE LIABLE TO YOU OR ANY PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE SERVICES RENDERED, EVEN IF TCC HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

AR CUSTOMER

| | ESTIMATED | BILLED |
|-----------------|-----------|-----------------|
| LABOR | | \$170.00 |
| PARTS | | \$36.43 |
| MISC | | \$0.00 |
| SUBLET | | \$0.00 |
| PREPAY | | \$0.00 |
| SUBTOTAL | | \$206.43 |
| SHOP SUPPLIES | | \$25.50 |
| MISC SUPPLIES | | \$0.00 |
| TAX | | \$0.00 |
| TOTAL | | \$231.93 |

Please Remit Payment to:
 Truck Center Companies - Lincoln
 P.O. Box 27379
 Omaha, NE 68127

AUTHORIZED BY _____

DATE _____

REMIT TO: P.O. Box 27379 Omaha, NE 68127 866-751-1189





TRUCK CENTER COMPANIES



5701 Arbor Road
LINCOLN, NE 68517

(402) 464-2444

Sold **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

Ship **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

SERVICE INVOICE RA108027337:01 ESTIMATE: ES108022946

UNIT NO: 17MPS
VIN: 4UZABRFC8JCJM4122
YEAR/MAKE/MODEL: 2018 / Freightliner / CHASSIS
ENGINE/MODEL/SN: // 74118028
TRANS/MODEL/SN: //
RXLS/MODEL/SN: //

CONTACT #: (402) 796-2151
P.O. NO: 17
DATE CREATE: 12/23/23
DATE INVOICED: 12/26/23
DRIVER CONTACT:
DATE SCHEDULED: 12/23/2023 11:56:46

MILEAGE: 84,975
LICENSE: JM4122
ENG HRS: 0
R RATIO:
TAG #:
DEL MILE:

Sold Operations

JOB #1 42

BRAKES

COMPLAINT
CAUSE
CORRECTION

REPLACE DRIVE BRAKES PER CUSTOMER REQUEST

B683 PULLED VEHICLE INTO SHOP, JACKED UP REAR AXLE AND LOWERED IT ONTO JACK STANDS, RELEASED THE BRAKES AND BACKED THEM OFF OF THE DRUM, REMOVED THE DRUM TO FIND A REALLY BIG LIP AND MODERATE STRESS CRACKING ON THE DRUMS, REPLACED THE BRAKES AND BRAKE HARDWARE, REPLACED DRUMS DUE TO THEIR CONDITION, ADJUSTED BRAKES.

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|-----|-----------------------|------------------------------|------------|------------|
| 2 | 108R/WIS 39BD22BW | 16.5 X 7 10 HOLE BALANCE DRM | 102.77 | 205.54 |
| 2 | 108R/WIS WK4707Q-23KW | Merit Q+ Style Value Whl Kit | 63.12 | 126.24 |
| | LABOR 42a-10 | BRAKE/FOUNDATION | | 510.00 |

Prepay: \$0.00 Parts: \$331.78 Labor: \$510.00 Misc: \$0.00 Sublet: \$0.00 \$841.78

Sold Operations Totals

Prepay: \$0.00 Parts: \$331.78 Labor: \$510.00 Misc: \$0.00 Sublet: \$0.00

\$841.78

Rejected Operations

JOB #2 42a

BRAKE/FOUNDATION

COMPLAINT
CAUSE
CORRECTION

BRAKE/FOUNDATION

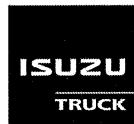
| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|-----|--------------|------------------|------------|------------|
| | LABOR 42a-10 | BRAKE/FOUNDATION | | 0.00 |

Prepay: \$0.00 Parts: \$0.00 Labor: \$0.00 Misc: \$0.00 Sublet: \$0.00 \$0.00

Rejected Operations Totals

Prepay: \$0.00 Parts: \$0.00 Labor: \$0.00 Misc: \$0.00 Sublet: \$0.00

\$0.00



By executing below, you hereby agree that any dispute in any way related to the services rendered (except for any dispute regarding your failure to pay for services rendered or the creation, perfection or foreclosure of any lien or security interest) shall be submitted to final and binding arbitration under the commercial arbitration rules of the American Arbitration Association. Nebraska law shall govern the arbitration proceeding and the arbitration trial shall occur in Omaha, Nebraska. TCC MAKES NO REPRESENTATION WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS OR SUITABILITY FOR ANY PURPOSE OR USE. FURTHER, YOU AGREE THAT TCC SHALL NOT BE LIABLE TO YOU OR ANY PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE SERVICES RENDERED, EVEN IF TCC HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

AR CUSTOMER

| | ESTIMATED | BILLED |
|-----------------|-----------|-----------------|
| LABOR | | \$510.00 |
| PARTS | | \$331.78 |
| MISC | | \$0.00 |
| SUBLET | | \$0.00 |
| PREPAY | | \$0.00 |
| SUBTOTAL | | \$841.78 |
| SHOP SUPPLIES | | \$76.50 |
| MISC SUPPLIES | | \$0.00 |
| TAX | | \$0.00 |
| TOTAL | | \$918.28 |

Please Remit Payment to:
 Truck Center Companies - Lincoln
 P.O. Box 27379
 Omaha, NE 68127

AUTHORIZED BY _____

DATE _____

REMIT TO: P.O. Box 27379 Omaha, NE 68127 866-751-1189





TRUCK CENTER COMPANIES

5701 Arbor Road
LINCOLN, NE 68517

(402) 464-2444

Sold **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

Ship **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

SERVICE INVOICE RA108027347:01

UNIT NO: 17MPS
VIN: 4UZABRFC8JCJM4122
YEAR/MAKE/MODEL: 2018 / Freightliner / CHASSIS
ENGINE/MODEL/SN: // 74118028
TRANS/MODEL/SN: //
RXLS/MODEL/SN: //

CONTACT #: (402) 796-2151
P.O. NO:
DATE CREATE: 12/26/23
DATE INVOICED: 12/26/23
DRIVER CONTACT:
DATE SCHEDULED: 12/26/2023 9:06:52

MILEAGE: 84,980
LICENSE: JM4122
ENG HRS: 0
R RATIO:
TAG #:
DEL MILE:

Sold Operations

JOB #1 33

FRONT AXLE

COMPLAINT
CAUSE

PER CI RO 27337 - MINOR PLAY IN 1ST U-JOINT - CHECK AND ADVISE

CORRECTION

B613- INSPECTED AND VERIFIED U-JOINT WAS LOOSE. REMOVED FRONT DRIVE SHAFT ASSEMBLY. PRESSED OUT OLD U-JOINT AND INSTALLED NEW. REINSTALLED DRIVE SHAFT WITH NEW STRAPS AND BOLTS. TORQUED BOLTS TO 50 FT-LBS. GREASED U-JOINT.

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|-----|-------------------|--------------------|------------|------------|
| 2 | 108D/SP 90 70 28X | BEARING STRAP ASSY | 15.50 | 31.00 |
| 1 | 108D/SP SPL100 1X | U-JOINT KIT | 84.56 | 84.56 |
| | LABOR 33-10 | FRONT AXLE | | 680.00 |

Prepay: \$0.00 Parts: \$115.56 Labor: \$680.00 Misc: \$0.00 Sublet: \$0.00 \$795.56

Sold Operations Totals

Prepay: \$0.00 Parts: \$115.56 Labor: \$680.00 Misc: \$0.00 Sublet: \$0.00 \$795.56



By executing below, you hereby agree that any dispute in any way related to the services rendered (except for any dispute regarding your failure to pay for services rendered or the creation, perfection or foreclosure of any lien or security interest) shall be submitted to final and binding arbitration under the commercial arbitration rules of the American Arbitration Association. Nebraska law shall govern the arbitration proceeding and the arbitration trial shall occur in Omaha, Nebraska. TCC MAKES NO REPRESENTATION WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS OR SUITABILITY FOR ANY PURPOSE OR USE. FURTHER, YOU AGREE THAT TCC SHALL NOT BE LIABLE TO YOU OR ANY PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE SERVICES RENDERED, EVEN IF TCC HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

AR CUSTOMER

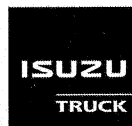
| | ESTIMATED | BILLED |
|-----------------|-----------|-----------------|
| LABOR | | \$680.00 |
| PARTS | | \$115.56 |
| MISC | | \$0.00 |
| SUBLET | | \$0.00 |
| PREPAY | | \$0.00 |
| SUBTOTAL | | \$795.56 |
| SHOP SUPPLIES | | \$102.00 |
| MISC SUPPLIES | | \$0.00 |
| TAX | | \$0.00 |
| TOTAL | | \$897.56 |

Please Remit Payment to:
 Truck Center Companies - Lincoln
 P.O. Box 27379
 Omaha, NE 68127

AUTHORIZED BY _____

DATE _____

REMIT TO: P.O. Box 27379 Omaha, NE 68127 866-751-1189





TRUCK CENTER COMPANIES



5701 Arbor Road
LINCOLN, NE 68517

(402) 464-2444

Sold **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

Ship **MALCOLM PUBLIC SCHOOLS - 11889**
To 10004 NW 112TH ST
MALCOLM NE 68402-9561

SERVICE INVOICE RA108027455:01
ESTIMATE: ES108023068

| | | |
|--|-------------------------------------|-----------------|
| UNIT NO: 15MPS | CONTACT #: (402) 796-2151 | MILEAGE: 93,795 |
| VIN: 4UZABPDT8FCGD6971 | P.O. NO: | LICENSE: |
| YEAR/MAKE/MODEL: 2015 / Freightliner / CHASSIS | DATE CREATE: 12/28/23 | ENG HRS: 0 |
| ENGINE/MODEL/SN: / ISB13 / 73661615 | DATE INVOICED: 12/29/23 | R RATIO: |
| TRANS/MODEL/SN: / / | DRIVER CONTACT: | TAG #: |
| RXLS/MODEL/SN: / / | DATE SCHEDULED: 12/28/2023 11:28:08 | DEL MILE: |

Sold Operations

JOB #1 EA EXPRESS ASSESSMENT

COMPLAINT AIR LEAK PRIMARY AIR TANK - CHECK AND ADVISE
CAUSE
CORRECTION 1851 40051 CHECKED FOR AIR LEAKS AND HAD A LARGE AUDIBLE AIR LEAK AT ONE OF THE AIR TANKS. FOUND A LARGE FITTING WAS LEAKING. REPLACED FITTING. TRIMMED AND CLEANED THE END OF THE AIR LINE. AIRED UP AND LET BUS SIT FOR 2 HOURS, OK.

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|---|-------------------|--------------------------------|------------|------------|
| 1 | 108D/23-14396-015 | ELBOW-90 PTC 1/2 MPT TO 5/8 NT | 10.79 | 10.79 |
| | LABOR EA-10 | EXPRESS ASSESSMENT | | 425.00 |
| Prepay: \$0.00 Parts: \$10.79 Labor: \$425.00 Misc: \$0.00 Sublet: \$0.00 | | | | \$435.79 |

Sold Operations Totals Prepay: \$0.00 Parts: \$10.79 Labor: \$425.00 Misc: \$0.00 Sublet: \$0.00 \$435.79



By executing below, you hereby agree that any dispute in any way related to the services rendered (except for any dispute regarding your failure to pay for services rendered or the creation, perfection or foreclosure of any lien or security interest) shall be submitted to final and binding arbitration under the commercial arbitration rules of the American Arbitration Association. Nebraska law shall govern the arbitration proceeding and the arbitration trial shall occur in Omaha, Nebraska. TCC MAKES NO REPRESENTATION WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS OR SUITABILITY FOR ANY PURPOSE OR USE. FURTHER, YOU AGREE THAT TCC SHALL NOT BE LIABLE TO YOU OR ANY PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE SERVICES RENDERED, EVEN IF TCC HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

AR CUSTOMER

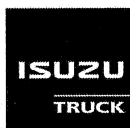
| | ESTIMATED | BILLED |
|-----------------|-----------|-----------------|
| LABOR | | \$425.00 |
| PARTS | | \$10.79 |
| MISC | | \$0.00 |
| SUBLET | | \$0.00 |
| PREPAY | | \$0.00 |
| SUBTOTAL | | \$435.79 |
| SHOP SUPPLIES | | \$63.75 |
| MISC SUPPLIES | | \$0.00 |
| TAX | | \$0.00 |
| TOTAL | | \$499.54 |

Please Remit Payment to:
 Truck Center Companies - Lincoln
 P.O. Box 27379
 Omaha, NE 68127

AUTHORIZED BY _____

DATE _____

REMIT TO: P.O. Box 27379 Omaha, NE 68127 866-751-1189



Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 1/12/2024 12:24:40 PM

| Receipt Number | Customer Name | Description | Date Received | Receipt Amount | Account Code |
|----------------|-------------------------------|---|---------------|---------------------|-------------------------|
| Dec23EFunds | Patrons/Students | Option Bus Transportation | 12/31/2023 | \$851.50 | Multiple |
| Dec23StAid | State of Nebraska | State Aide | 12/29/2023 | \$346,378.00 | 01-1-03110-000-000-0000 |
| Dec23GFSTFIT | Union Bank Interest | STFIT Interest | 12/29/2023 | \$7,820.98 | 01-1-01510-000-000-0000 |
| Dec23NEBMAC | State of Nebraska | NEBMAC Quarterly Medicaid Reimbursement | 12/28/2023 | \$740.25 | 01-1-04709-000-000-0000 |
| 22-028 | Farmers Co-op | Stock/Equity Payback | 12/20/2023 | \$227.22 | 01-1-01990-000-000-0000 |
| 22-029 | Malcolm Rural Fire Department | IT Class Mini-Firehouse | 12/20/2023 | \$208.00 | 01-1-05690-000-000-0000 |
| 22-030 | MYSA - Organization | Ball Field Fertilizer | 12/20/2023 | \$90.80 | 01-1-05690-000-000-0000 |
| 22-032 | Malcolm Mateys, LLC | Before/After School Care Rental | 12/20/2023 | \$833.77 | 01-1-01910-000-000-0000 |
| 22-033 | Malcolm Lunch Fund | Lunch PR Taxes | 12/20/2023 | \$6,420.45 | 01-1-09000-000-000-0000 |
| 22-034 | Nebraska High Schools | Unified Bowling Registration | 12/20/2023 | \$80.00 | 01-1-05690-000-000-0000 |
| 22-035 | ESU | Sub Pay Reimbursement | 12/20/2023 | \$474.00 | 01-1-02210-000-000-0000 |
| 22-036 | Patrons/Students | Pre-School Tuition | 12/20/2023 | \$1,515.00 | 01-1-01370-000-000-0000 |
| 22-037 | Patrons/Students | Pre-School Tuition | 12/20/2023 | \$720.00 | 01-1-01370-000-000-0000 |
| 22-038 | Patrons/Students | Lost/Damaged Library Book | 12/20/2023 | \$14.91 | 01-1-05690-000-000-0000 |
| 22-031 | T-Mobile USA | Spectrum Lease | 12/20/2023 | \$37,100.35 | 01-1-01910-000-000-0000 |
| Dec23SenCap | Southeast Community College | Watson SenCap Stipend | 12/18/2023 | \$1,590.40 | 01-1-01742-000-000-0000 |
| Dec23Lancaster | Lancaster County Treasurer | Local Collections | 12/15/2023 | \$30,807.11 | 01-1-01100-000-000-0000 |
| Dec23SPED22-23 | State of Nebraska | SPED AFR 22-23 Reimbursement | 12/13/2023 | \$85,424.00 | 01-1-03120-000-000-0000 |
| Dec23IDEA | State of Nebraska | IDEA Grant Reimbursement | 12/12/2023 | \$108,668.00 | Multiple |
| Dec23Sew | Seward County Treasurer | Local Collections | 12/06/2023 | \$548.75 | 01-1-01100-000-000-0000 |
| | | | | \$630,513.49 | |

**Minutes – Board of Education
Monday, December 18, 2023**

The Board of Education, School District #148, Lancaster County, Nebraska, met on Monday, December 18, 2023 at 7:00PM in open and public session at 10004 NW 112th St., Malcolm, NE. Notice of the meeting was published in the minutes of the November 20, 2023 meeting of the Board, in the November 2023 issue of *“The Clipper”*, and the *Seward Independent* of December 13, 2023. Pledge of Allegiance was recited. Board members present were William England, Tera Heidtbrink, Lucas Mitchell, Tony Nutter, Amy Spellman, Ed Swotek. Administrators present were Ryan Terwilliger, Greg Adams, Amber Dolliver. Chairman Nutter called the meeting to order at 7:00PM and noted that the Open Meetings Act is posted on the north wall of the meeting room.

Spellman, moved, seconded by England, to approve the Consent Agenda. Ms. Lostroh reviewed the bills and answered questions. Doug Savicky, Maintenance Director, attended to answer questions on bus maintenance and procedures. Voting by roll call: AYES – Heidtbrink, Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. Motion passed.

| Financial Summary | | | | | |
|-----------------------------|-----------------|------------------|-----------------|-------------------|---------------------|
| 11/30/2023 | | | | | |
| School Accounts | General | Lunch | Activity | Bus Deprec | Student Fees |
| Previous Bal 11/01/2023 | \$2,665,885.51 | \$56,702.97 | \$179,391.19 | \$336,544.58 | \$36,690.79 |
| Receipts - November 2023 | \$451,034.33 | \$43,365.93 | \$13,533.34 | \$1,357.51 | \$1,060.00 |
| Disbursements- Nov 2023 | \$765,629.81 | \$58,064.46 | \$13,961.43 | \$0.00 | \$135.00 |
| Cash in Cking 11/30/2023 | \$511,744.45 | \$21,864.64 | -\$6,262.88 | \$10,965.56 | \$37,615.79 |
| Invested: Nov 2023 | \$1,839,545.58 | \$20,139.80 | \$185,225.98 | \$326,936.53 | |
| Lanc. Co. Treasurer: | General | | Bond | | Spc Bldg |
| Previous Bal 11/01/2023 | \$36,132.10 | | \$662.24 | | \$1,485.93 |
| Receipts - Nov 2023 | \$30,831.35 | | \$319.59 | | \$717.15 |
| Disbursements Nov 2023 | \$36,156.34 | | \$664.15 | | \$1,490.22 |
| Cash on Hand 11/30/2023 | \$30,807.11 | | \$317.68 | | \$712.86 |
| NSDLAF (Investment) | Spc Bldg | Bond Fund | | | |
| Previous Bal 11/01/2023 | \$1,938,138.62 | \$321,283.73 | | | |
| Receipts Nov 2023 | \$9,900.04 | \$2,149.44 | | | |
| Disbursements Nov 2023 | \$0.00 | \$195,456.25 | | | |
| Cash on Hand 11/30/2023 | \$1,948,038.66 | \$127,976.92 | | | |

Communications From The Public – None

Communications From The Board – Mr. Swotek noted the NASB will be hosting a Legislative Conference on January 22nd that will contain important updates. The NRCSA Conference held this March is open for registration. Mr. Swotek was appointed to the NASB Executive Committee effective immediately. The Board congratulated him on the appointment. Mr. Mitchell presented information on a Waste Reduction and Recycling Grant available through the Nebraska Department of Environment and Energy. It was mentioned that Ms. Lostroh could pass the information on to the Village.

Unfinished Business – None

New Business –

The Board held first reading on Policy 8154 – Standing Committee on Transportation and Facilities. No action was taken.

Swotek moved, seconded by Heidtbrink, to approve the updated Preschool Handbook. Mrs. Dolliver reviewed the changes. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England, Heidtbrink. NAYS – None. Motion passed.

Mitchell moved, seconded by Heidtbrink, to deem three metal basketball backboards and one glass fan backboard excess property. Voting by roll call: AYES – Nutter, Spellman, Swotek, England, Heidtbrink, Mitchell. NAYS – None. Motion passed.

England moved, seconded by Heidtbrink, to deem old shoulder pads excess property. They will be disposed of immediately, because they are in bad shape. Voting by roll call: AYES – Spellman, Swotek, England, Heidtbrink, Mitchell, Nutter. NAYS – None. Motion passed.

Spellman moved, seconded by Heidtbrink, to offer a teaching contract to Lydia Nieveen as High School Math Teacher for the second semester of the 2023 – 2024 school year. Mr. Adams answered questions from the Board. Voting by roll call: AYES – Swotek, England, Heidtbrink, Mitchell, Nutter, Spellman. NAYS – none. Motion passed.

Heidtbrink moved, seconded by Mitchell, to maintain the Pre-School tuition rates with no increase for the 2024-2025 school year. Mrs. Dolliver answered questions on capacity and State regulations. Ms. Lostroh answered questions concerning state grants. Voting by roll call: AYES – England, Heidtbrink, Mitchell, Nutter, Spellman, Swotek. NAYS – None. Motion passed.

Spellman moved, seconded by Heidtbrink, to table any action on the 2024-2025 Negotiated Agreement at this time. Voting by roll call: AYES – Heidtbrink, Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. Motion passed.

Mitchell moved, seconded by Swotek, to approve the 2022-2023 Malcolm Public Schools Annual Report as presented and discussed. Mr. Terwilliger reviewed the report and answered questions. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England, Heidtbrink. NAYS – None. Motion passed.

Heidtbrink moved, seconded by Mitchell, to approve the 2000 Series District Policies as presented and discussed. Mr. Terwilliger reviewed the policies and answered questions. The Board offered input. Voting by roll call: AYES – Nutter, Spellman, Swotek, England, Heidtbrink, Mitchell. NAYS – None. Motion passed.

Administrative Reports –

Mr. Greg Adams, Jr/Sr High School Principal

- Mrs. Frank held Career Day, Dec. 1st. She had a great response from the community and students. The feedback was positive.
- Malcolm One-Act was Class A State Runner Up. Congratulations to all the students and coaches.
- The High School Choir will be doing their annual Christmas Caroling Tour on Wednesday. Mr. Beach receives many compliments from the patients and residents of the facilities we visit.
- Mr. Zach Wehner was named the 2022-2023 NFHS/NSAA Baseball Coach of the Year.

Mrs. Amber Dolliver, Westfall Elementary Principal

- Reported on Staff Years of Service gifts.
- Winter MAP Growth & Fluency Assessments
- Enrichment and Intervention Updates
- Social Emotional Learning (SEL) program by Mrs. Wehner
- Link to Mrs. Dolliver's Report - [Mrs. Dolliver December 2023 Board Report](#)

Superintendent Ryan Terwilliger

- Mr. Terwilliger announced his intent to return as Superintendent for the 2024-2025 School Year, per policy.
- We have two Paraprofessional positions open. Mrs. Dolliver is looking into a program to allow students to work as Para-Professionals.
- Please let Julie know if you would like to register for the NRCSA Conference in March.
- The 3000 Series Policies will be sent out to Board members for review.
- Link to Mr. Terwilliger's Report - [Mr. Terwilliger December 2023 Board Report](#)

England moved, seconded by Swotek, to enter executive session at 9:40PM for the evaluation of job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting. Voting by roll call: AYES – Spellman, Swotek, England, Heidtbrink, Mitchell, Nutter, NAYS – None. Motion passed.

Heidtbrink moved, seconded by Mitchell, to exit executive session at 10:49PM. Voting by roll call: AYES – Swotek, England, Heidtbrink, Mitchell, Nutter, Spellman, NAYS – None. Motion passed.

With no further business before the Board, Spellman moved, seconded by Swotek, to adjourn by acclamation. Chairman Nutter declared the meeting adjourned at 10:50PM. Voting AYE – ALL. NAYS – None. Motion passed.

Respectfully submitted,

Julia Lostroh
Recording Secretary

The next regular meeting of the Board will be Monday, January 15, 2024 at 7:00PM at the District Board Room, 10004 NW 112th St., Malcolm, NE. The agenda will be published and kept current before each meeting.

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 1/12/2024 3:24:15 PM

| Receipt Number | Customer Name | Description | Date Received | Receipt Amount | Account Code |
|----------------|---------------------|-------------------|---------------|-------------------|-------------------------|
| Dec23CkInt | Union Bank Interest | Checking Interest | 12/29/2023 | \$12.63 | 02-1-01510-000-000-0000 |
| Dec23STFITInt | Union Bank Interest | STFIT Interest | 12/29/2023 | \$1,292.82 | 02-1-01510-000-000-0000 |
| | | | | \$1,305.45 | |

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 1/12/2024 4:10:49 PM

| Receipt Number | Customer Name | Description | Date | Receipt Amount | Account Code |
|----------------|----------------------------|-------------------|------------|-------------------|-------------------------|
| Dec23IntSBF | NDSLAF Special Bldg | Interest | 12/29/2023 | \$8,397.05 | 08-1-01510-000-000-0000 |
| Dec23LanSBF | Lancaster County Treasurer | Local Collections | 12/15/2023 | \$712.86 | 08-1-01100-000-000-0000 |
| Dec23SewSBF | Seward County Treasurer | Local Collections | 12/06/2023 | \$8.51 | 08-1-01100-000-000-0000 |
| | | | | \$9,118.42 | |

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 1/12/2024 4:00:18 PM

| Receipt Number | Customer Name | Description | Date Received | Receipt Amount | Account Code |
|----------------|----------------------------|-------------------|---------------|-------------------|-------------------------|
| Dec23IntBond | NDSLAF Bond Fund | Bond Interest | 12/29/2023 | \$687.99 | 07-1-01510-000-000-0000 |
| Dec23LanBond | Lancaster County Treasurer | Local Collections | 12/15/2023 | \$317.68 | 07-1-01100-000-000-0000 |
| Dec23DewBond | Seward County Treasurer | Local Collections | 12/06/2023 | \$3.79 | 07-1-01100-000-000-0000 |
| | | | | \$1,009.46 | |

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY23-24"; Created On: 1/12/2024 4:41:22 PM

| Receipt Number | Customer Name | Description | Date Received | Receipt Amount | Account Code |
|------------------------|---------------------|-----------------------|---------------|--------------------|-------------------------|
| Dec23Efunds | Patrons/Students | Student Lunches | 12/31/2023 | \$16,788.00 | 06-1-01611-000-000-0000 |
| Dec23STFITLunch | Union Bank Interest | STFIT Interest | 12/29/2023 | \$155.93 | 06-1-01510-000-000-0000 |
| Dec23Fed | State of Nebraska | Federal Reimbursement | 12/26/2023 | \$12,551.07 | 06-1-04210-000-000-0000 |
| 24-188 | Patrons/Students | Student Lunches | 12/21/2023 | \$1,133.00 | 06-1-01611-000-000-0000 |
| 24-187 | Patrons/Students | Student Lunches | 12/14/2023 | \$3,350.00 | 06-1-01611-000-000-0000 |
| STuFeetoLunch-Anderson | Patrons/Students | Student Lunches | 12/12/2023 | \$35.00 | 06-1-01611-000-000-0000 |
| 24-186 | Patrons/Students | Student Lunches | 12/07/2023 | \$1,766.00 | 06-1-01611-000-000-0000 |
| SPToLunch-Diedrichsen | Patrons/Students | Student Lunches | 12/05/2023 | \$40.00 | 06-1-01611-000-000-0000 |
| | | | | \$35,819.00 | |

**Financial Summary
12/31/2023**

| School Accounts | General | Lunch | Activity | Bus Deprec | Student Fees |
|--------------------------|----------------|--------------|-----------------|-------------------|---------------------|
| Previous Bal 12/01/2023 | \$2,351,290.03 | \$42,004.44 | \$178,963.10 | \$337,902.09 | \$37,615.79 |
| Receipts - December 2023 | \$641,536.38 | \$35,827.20 | \$19,313.91 | \$1,305.45 | \$135.00 |
| Disbursements- Dec 2023 | \$694,755.75 | \$45,918.85 | \$19,245.17 | \$0.00 | |
| Cash in Cking 12/31/2023 | \$533,704.10 | -\$7,382.94 | | \$10,978.19 | \$37,750.79 |
| Invested: Dec 2023 | \$1,764,366.56 | \$39,295.73 | | \$328,229.35 | |

| Lanc. Co. Treasurer: | General | Bond | Spc Bldg |
|-----------------------------|----------------|-------------|-----------------|
| Previous Bal 12/01/2023 | \$30,807.11 | \$317.68 | \$712.86 |
| Receipts - Dec 2023 | \$313,971.99 | \$21,169.86 | \$42,203.41 |
| Disbursements Dec 2023 | \$33,662.47 | \$526.58 | \$1,128.82 |
| Cash on Hand 12/31/2023 | \$311,116.63 | \$20,960.96 | \$41,787.45 |

| NSDLAF (Investment) | Spc Bldg | Bond Fund |
|----------------------------|-----------------|------------------|
| Previous Bal 12/01/2023 | \$1,948,038.66 | \$127,976.92 |
| Receipts Dec 2023 | \$9,118.42 | \$1,009.46 |
| Disbursements Dec 2023 | \$0.00 | \$0.00 |
| Cash on Hand 12/31/2023 | \$1,957,157.08 | \$128,986.38 |

| | | |
|----------------|--------------|--------|
| \$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 |

| GENERAL FUND EXPENDITURES | | |
|--|--------------|---|
| January 15, 2024 | | |
| Payroll | \$589,483.58 | Payroll Expenses/Benefits |
| Amazon | \$598.33 | SPED/Maint/Custodial Supplies |
| Baker, Brett | \$1,326.00 | Asst, Speech Coach |
| Bauer Built Tire | \$755.08 | Transit Van Tires |
| Bullington, Brian | \$1,428.00 | Asst. Girls Basketball Coach |
| Butterfield, Gayle | \$5,497.20 | Oct thru Dec OT SPED Services |
| Central Nebraska Rehabilitation Services | \$1,467.45 | SPED Vision Resource Services |
| DAS State ACCTG | \$267.63 | Internet Service |
| Diversified Drug Testing | \$152.50 | DOT Drug Test |
| Dolliver, Jon | \$1,020.00 | Asst. JH Girls Basketball Coach |
| Eakes | \$391.96 | Copier Staples |
| EBSCO | \$352.01 | Library Magazines |
| ESU #6 | \$39,427.80 | Workshops/Tech Hosting/Psych/Hearing/Speech/Crave |
| Electrical Engineering & Equipment | \$583.37 | LED Classroom Lights |
| First Concord Group | \$120.00 | Flex 125 Adm Fee - Paying Sept-Hadn't billed us |
| Frank, Kelly | \$50.92 | End of Semester Guidance Project |
| Heffelfinger, Ami | \$2,045.80 | Mental Health Counselor Services |
| Hillyard | \$733.92 | Custodial Supplies |
| Hometown Leasing | \$1,417.01 | Monthly Copier/Printer Leases |
| Kidwell | \$3,875.00 | IP Phone and License Set |
| Kiner Supply | \$255.65 | Plumbing Supplies |
| Little, Jaydin | \$1,428.00 | Asst. HS Boys Basketball Coach |
| Little, Jennifer | \$1,224.00 | Asst. Concession Manager |
| Maddox, Hana | \$995.00 | Asst. Speech Coach |
| Matheson | \$817.11 | Welding Supplies |
| Meehl, Jan | \$817.34 | SPED PT Services |
| Menards | \$624.23 | Maintenance/IT Classroom Supplies |
| NAPA Auto Parts | \$151.94 | Air Filters |
| NASB | \$410.00 | Board Conference Registration/Supt On-Line Eval |
| Nebraska Landscape Solutions | \$318.60 | Ice Melt |
| NIFCO Mechanical Systems | \$7,071.00 | Replace Inline Pump |
| Norris Public Power | \$6,744.06 | December 2023 Electric Charges |
| Omaha Truck Center | \$2,547.31 | Bus #12/#15/#17 Repairs |
| Otte Oil & Propane | \$750.98 | Propane |
| Paragon Sanitation, Inc | \$356.00 | January Garbage Service |
| Perry Law Firm | \$2,295.68 | Legal Fees |
| Robotham, Evaline | \$189.62 | Reimburse Mileage |
| Sapp Bros. | \$214.75 | Oil/Anti-Gel Additive |
| Seward County Independent | \$3.64 | Board Meeting Legal Notice |
| SparqData | \$2,600.00 | Board Meeting Software |
| Stahr, Georgia | \$54.00 | Accompanist for Vocal Class |
| Sunbelt Rentals | \$333.50 | Rent Lift |
| Sun Valley Lanes | \$744.00 | Unified Bowling Lane Rental |
| Super Saver | \$432.46 | SPED Life Skills/PS Family Activity Groceries |
| Sweet, Dallas | \$803.90 | AD Activity Mileage 11-27 thru 1-5-24 |
| TSA Consulting Group | \$83.33 | TPA 403b Administrative Services |
| Unite Private Networks | \$539.27 | Distance Learning Cable |
| Verizon | \$172.97 | Cellphone Service |
| Village of Malcolm | \$6,016.55 | Water/Sewer Service |
| Visa | \$403.17 | FCS Supplies/Floor Scrub Wipers/Stamps |
| VonSeggren, Maddie | \$83.05 | Reimb. for Classroom Supplies |
| WalMart | \$107.91 | SPED Life Skills/FCS Class Groceries |

| | | | |
|---------------------------------|---------------------|---|--|
| Wex | \$4,305.61 | School Vehicle Fuel | |
| Wilkins, Sharon | \$209.04 | Mileage Reimbursement | |
| Windstream | \$840.02 | Phone Service | |
| | | | |
| Out of Cycle | | | |
| US Post Office | \$861.90 | Clipper/Brd Minute/Annual Report Postage | |
| MCS Central Supplies | \$3,648.50 | Custodial Supplies - Liners | |
| NSAA | \$60.00 | Unified Track Registration Fee | |
| Maytum, Mike | \$459.16 | Drama Mileage - Contests Using Personal Vehicle | |
| | | | |
| | \$700,966.81 | Total | |
| | | | |
| | | | |
| School Lunch Fund | | | |
| Payroll | \$17,488.29 | Payroll Expenses | |
| Bernard Food Industries | \$1,011.96 | Food Supplies | |
| Cash-Wa Distributing | \$16,817.19 | Food Supplies | |
| DFA Dairy Brands Corporate, LLC | \$3,193.76 | Milk/Dairy Products | |
| | | | |
| | \$38,511.20 | Total | |

RESOLUTION

RESOLVED, that the official depository of school funds for this School District is hereby designated to be Union Bank and Trust, and that the designation of any other institution as the depository of school funds is hereby withdrawn.

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, and member _____ seconded the same. After discussion and roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____

_____.
The following members voted against the same: _____

_____.
The following members were absent or not voting: _____

_____.
The above Resolution, having been consented to and approved by more than a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this 15th day of January, 2024.

Malcolm Public Schools

BY: _____
President

Attest:

Secretary

**MALCOLM SCHOOL DISTRICT #148
AND
MALCOLM EDUCATION ASSOCIATION**

2024 – 2025 Negotiated Agreement

Approved January, 2024

**2024 – 2025 NEGOTIATED AGREEMENT
MALCOLM SCHOOL DISTRICT #148 AND MALCOLM EDUCATION ASSOCIATION**

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN LANCASTER COUNTY SCHOOL DISTRICT # 148, a.k.a. Malcolm Public Schools, (hereinafter referred to as the “Board” or “District”) and the Malcolm Education Association (hereinafter referred to as the “Association.”)

ARTICLE 1

Recognition

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all teachers employed by the district.

Each individual teaching contract represents a mutual binding agreement upon both parties and the Association shall encourage its members to maintain professional integrity in honoring their contractual commitments and in complying with the Statutes of the State of Nebraska.

ARTICLE II

Employer Rights

The Association recognizes the right of the Board to conduct the business of the District and to direct their workforce subject only to the express terms and conditions of this agreement. The Board will determine all issues relating to wages, hours and conditions of the employment not expressly resolved by negotiations. This shall include, but not limited to, the right to release or reduce its workforce, to classify, assign, transfer and promote them, and to discipline and discharge them for cause, and in general to maintain discipline, order and efficiency.

The Board will publish reasonable rules, regulations and board policies provided that the same are not inconsistent with the express terms as resolved by negotiations.

Employer Rights Negotiated: 5/05,

ARTICLE III

Association/Employee Rights

The Association shall have the right to use and/or have access to District facilities and equipment, including computers, printers/copiers, calculators, and audio-visual equipment at reasonable times when such equipment is not otherwise in use.

Nothing contained in this Agreement shall be construed to deny any employee those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.

The Board will not discriminate against any employee with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board or institution of a grievance under the terms of this Agreement.

Recognition, Employer and Association Rights, Negotiated; 5/02, 12/19

ARTICLE IV

Grievance Procedure

A. PURPOSE:

The purpose of this grievance procedure is to ensure a procedure to resolve any grievance, at the lowest possible level of administration.

B. DEFINITIONS:

1. **GRIEVANCE:** Any claim or claims by a teacher or group of teachers that there has been a violation, misinterpretation or misapplication of the negotiated agreement or district policies. No additional evidence shall be submitted after the initial filing of the grievance.

Negotiated; 8/03

2. **GRIEVANT:** A teacher or group of teachers making the claim as provided by grievance definition.

3. **COMMUNICATIONS:** All communications concerning the grievance after the grievance is formally submitted, shall be in writing, and shall be considered confidential in nature.

C. GENERAL CONDITIONS

1. **REPRESENTATION:** A grievant shall have the right to have a representative of the Association present at each level of the grievance procedure. Nothing herein shall be construed as limiting the right of any teacher to discuss having his grievance adjusted informally. The grievant shall be notified in writing of the issues and the settlement before any settlement becomes effective. The settlement shall not be inconsistent with the terms of the negotiated agreement.

2. **REPRISALS:** No reprisals of any kind shall be taken against any grievant who utilizes this grievance procedure.

3. **WITHDRAWAL OF A GRIEVANCE:** A grievant may withdraw his/her grievance at any level of the procedure without fear of reprisal from any party.

4. **TIME LIMITS:** All time limits shall consist of teacher working days except when school is not in session. When school is not in session, the time limits shall be weekdays, Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. The time limit specified may, however, be extended by mutual written agreement of the persons involved.

D. THE PROCEDURE

LEVEL I (Informal)

The parties believe that it is usually most desirable for a grievant and his/her immediate superior to resolve problems through free and informal communications. The matter should first be discussed within thirty (30) days of the occurrence with the principal who has direct responsibility. The principal must give his/her answer orally within three (3) days of such meeting. However, when the grievance remains unresolved, then the grievance may be processed as follows:

LEVEL II (Formal)

STEP I

- a. The grievant may present the grievance in writing to the grievant’s principal who will arrange for a meeting of the parties within five (5) days. The grievant, their principal and/or Association representative shall be present for the meeting.
- b. Within three (3) days the principal shall provide the grievant with a written answer to the grievance.

STEP II

- a. If the grievance is not resolved at STEP I, the grievant shall refer the grievance to the superintendent within five (5) days of his/her receipt of the answer in STEP I.
- b. The superintendent shall arrange for a hearing with the grievant and/or Association representative to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in his/her representations such witnesses deemed necessary to develop the facts pertinent to the grievance.
- c. The superintendent will have five (5) days from the date of the hearing to provide the grievant his/her written decision.

STEP III

- a. If the grievance is not resolved at STEP II, the grievant shall refer the grievance in writing to the Board President who shall have thirty (30) days from the date the appeal is received in which to schedule a hearing on the grievance before the Board with all members present. Each party shall have the right to include in its representations such witnesses as deemed necessary to develop facts pertinent to the grievance.
- b. The Board will have five (5) days from the date of the hearing to notify the grievant in writing about the Board’s decision.

The appropriate form for the processing of grievances is attached as EXHIBIT A and incorporated herein by reference.

Grievance Procedure Negotiated; 01,

ARTICLE V

Salaries

- A. Salary Schedule:** The salary of each teacher covered by this agreement shall be determined by the salary schedule attached as EXHIBIT B and incorporated herein by reference. All teachers will be paid at their contracted equivalency rate. The salary of each teacher shall be based on 185 days of service; excluding days when school is not in session.

***Salary Schedule is 4 x 4 with BA 36 and Masters Column.**

2% Masters Column negotiated in 06. Additional 2% to Masters Column negotiated in 07
15th Step added to MA, MA+9, MA+18, MA+27 – 6/09 16th Step added to MA+27 in 7/10
Salary Schedule Negotiated; 8/02, 8/03, 6/06, 6/07, 6/09, 7/11, 12/13

- B. Initial Placement:** Teachers with no experience shall be hired at zero (0) years of experience. Experienced teachers (full-time equivalent experience in state accredited schools) shall be hired at the guaranteed rate of one (1) year credit for each year of experience up to and including all years of experience. However, the Board can hire and place any new certified staff member at a higher vertical step within the new faculty member's educational column, to contract the quality of instructor the board desires.

Initial Placement Negotiated; 8/01, 8/03, 5/05, 7/11

- C. Vertical Advancement:** Teachers shall advance one (1) step for each year of service to the District until such teacher reaches the bottom step of the column of their placement, if more vertical steps become available due to horizontal movement a maximum of one (1) vertical step is allowed for any one school year.

Vertical Advancement Negotiated; 5/02, 6/06

- D. Horizontal Advancement:** Teachers shall advance one (1) one horizontal step on the salary schedule for every nine hours of awarded credit. The maximum credit award accepted for horizontal movement for any one school year is 18 credit hours or two (2) horizontal steps.

Negotiated: 8/03, 6/06

Credit for horizontal advancement shall be given for the following:

1. Any post-BA graduate hours up to the BA +18 column.
2. Any graduate hours from an accredited college/university for any Educational Masters Program from BA +18 to BA +36 or MA. Neg.: 5/02,
3. Any graduate hours post MA related to or in your assigned or endorsed area.
4. Any graduate or undergraduate hours approved by the Board of Education.
5. MA +27 column was added to the salary schedule. Neg.: 8/1997,
6. Masters Column added to accompany BA +36 - (either/or column) 2% / 2% Neg. 6/06, 6/07
7. Horizontal Advancement Negotiated: 9/1997, 5/02, 8/03, 6/06

- E. Base Salary:** The base salary beginning in **2024 – 2025 school-year shall be \$41,900.**

Base Salary Neg.: 1996, 1997, 1998, 1999, 00, 8/01, 5/02, 8/03, 6/04, 5/05, 6/06, 6/07, 6/08, 06/09, 07/10, 7/11, 12/14, 12/15, 12/16, 12/17, 12/18, 12/19, 12/20, 12/21, 11/22, 1/24

- F. Extra Duty:** The extra duty salary of each teacher covered by this agreement shall be determined by the extra duty salary schedule and index attached as EXHIBIT C and incorporated herein by reference. Extra duty assignments will be made or approved by the Board of Education. Set according to the extra-duty schedule (Exhibit “C”). Extra duty assignments shall provide for a salary in accordance with the extra duty salary schedule attached as Exhibit C. Extra duty positions shall be assigned concurrently with the issuance of, and included within, individual teaching contracts when administratively feasible. The compensation for extra duty assignments shall be negotiated by the bargaining agent.

Initial placement for coaches/sponsors will be based on experience, at Malcolm, within a specific sport/activity. Coaches/Sponsors will retain all verified (Malcolm) coaching/sponsoring experience in an activity, regardless of the activity level and/or gender of the participants—in gender specific sports.

In addition, there is a post-season compensation schedule that will be used to calculate additional pay for coaches and sponsors that have teams or team members that participate in State or National competitions after the “regular” season. The regular season is different depending on the activity (see Appendix D).

Extra Duty Negotiated: 8/1996, 6/07, 6/08, 12/18
 Extra Duty Positions: 6/04, 6/07, 6/08, 6/09, 12/18
 Extra Duty Units Negotiated: 6/06, 6/07, 6/08, 6/09, 6/12, 12/18
 Extra Duty Post-Season Compensation: 12/18
 Extra Duty initial placement and contract issuance: 12/19

G. Ticket Taking/Event Help

~~Ticket sellers shall receive \$10.00 per hour (\$20.00 in sum) for the first two (2) hours. After the first two hours they shall be paid at the rate of \$5.00 per hour, rounded to the nearest one-half hour.~~

~~Any non-administrative certified teacher, serving as the administrator on duty, shall receive mileage reimbursement (away contests) and \$10.00 per hour (\$20.00 in sum) for the first two (2) hours. After the first two hours they shall be paid at the rate of \$5.00 per hour, rounded to the nearest one-half hour.~~

~~Any certified contracted employee who works at a home event, including but not limited to the following: (line judge, score clock operator, chain crew, field event staff) shall receive \$10.00 per hour (\$20.00 in sum) for the first two (2) hours. After the first two hours they shall be paid at the rate of \$5.00 per hour, rounded to the nearest one-half hour.~~

As a matter of preference, event staff (vetted responsible adults) will be chosen by the following method:

1. Volunteers
2. Open call to all staff interested in filling a position
3. Administratively assigned duties

Compensation will be paid out during the following pay period.
 Negotiated: 12/19

- H. **Staff Mileage:** Any staff mileage reimbursement requires prior administrative approval, and shall be paid at the same rate as that authorized by the State of Nebraska.

Staff Mileage Negotiated; 1996,

- I. **Sponsor/Coach Transportation Pay for Driving Students to Activities:** Any staff member that drives students to activities will be paid at a rate equivalent to the “1st Hour Rate” for field trips. Sponsors/coaches driving a bus are paid bus drivers pay for drive time, at respective rate, with no hourly rate during activity.

Negotiated: 12/19

- J. **Compensation for Covering a Class for an Absent Instructor:** Each certified instructor grades K-12 shall receive monetary compensation when asked to substitute or cover a class period for an absent instructor, thus giving up their plan period for that day. (Exception – Does not include covering for an absent Special Education Instructor who is using inclusion within the regular classroom). Compensation per class period will be determined as follows: $1/185$ of Mean-Base Pay $((BA + MA27-Step 16)/2) \times 1/8$ Per Period. Any certified teacher who has two planning periods, and substitutes during both of the periods, shall be paid for one of the periods at a rate of $:1/185 \times \text{Mean-Base Pay} \times 1/8$

There are a number of teachers with non-instructional duties during the day. The time used to satisfy the requirements of those duties is much different than “plan-time”. The difference and ultimate determination is left to the discretion of the Superintendent or the Superintendent’s designee.

Any certified teacher who is asked to take on additional students while still responsible for their already scheduled class shall be paid at a rate of $:1/185 \times \text{Mean-Base Pay} \times 1/8$

Compensation will be paid out during the following pay period.

Compensation for Covering / Subbing Per Class Period. Negotiated: 8/01, 5/02, 6/08, 12/19, 12/21

- K. **Sick Leave Buy Back:** At the end of each school year, each certified instructor will be paid 33% (rounded to nearest dollar) of daily substitute pay for each sick day they have in excess of the 45 possible carry over sick days. Unused personal days (limit:3) will convert to sick days, and will be eligible for buy back

Sick Leave Negotiated: 8/01 Revised: 12/19

- L. **Extended Contracts:** Where a contractual agreement has been reached between an individual employee and the District relating to employment beyond the Annual Employment Period defined in Article VIII, the salary for that extended contract shall be proportional to the employee’s daily rate of pay for the Annual Employment Period.

Negotiated: 12/19

- M. Workdays beyond the 185 contract days:** When circumstances require a staff member, or a group of staff members, to work days beyond the 185 contract days, but falls short of the need for an extended contract, those individuals will be paid at an hourly rate of :1/185 x Base Pay x 1/8

Negotiated: 12/19

- N. Prorated Pay:** Employees beginning employment after the beginning of the school year shall receive a salary in an amount which bears the same ratio to the yearly salary for which the employee is entitled to the number of service days remaining in the contract year to the Annual Employment Period.

Negotiated: 12/19

ARTICLE VI

Insurance

Health Insurance/Cash-in-Lieu Option. Both parties, recognizing that access to adequate and affordable health care is central to each teacher's ability to carry out his or her professional responsibilities, agree to the following conditions regarding teachers' health insurance benefits.

- A. Plan Type.** For the 2024-25 school year the School District shall provide and pay 100% of the cost to all 1.0 full time equivalency (FTE) teachers, the Educators Health Alliance (EHA) health and dental insurance Blue Preferred \$1050 Deductible or the \$2500 Deductible (Dual Choice, PPO, \$1050 or \$2500 deductible) plan with Employee (self-only) PPO -.80% A & B, with 50% C coverage at the premium cost established annually by the EHA for the 2024-2025 fiscal year; the School District's contribution toward the premium cost of health and dental insurance coverage and the fringe benefit stipend shall be prorated for teachers with an FTE (full-time-equivalency) of less than 1.0 on the basis of such FTE.
- B. Contribution Toward the Cost of Premium for Self Only Coverage.** The Board will pay 100% of the cost of the premium for the employee ("self only") coverage tier of the EHA plan type described above for all teachers who elect to receive health insurance coverage from the district, plus an annual "fringe benefit stipend" in the amount of the difference between the cost of the annual EHA "Employee" level health and dental insurance premium and the sum of \$10,670.64, which may be taken in whole or in part as cash or applied to the purchase of additional insurance through the School District's Section 125 Plan.
- C. Declination of Health Insurance Coverage and Cash-in-Lieu of Insurance Election.** A Teacher may decline the School District provided Employee ("self only") group health and dental insurance and receive a cash-in-lieu of insurance stipend in the amount of \$10,670.64 (\$889.22 per month), PROVIDED, that a Teacher shall not be permitted to decline Employee (self-only) tier group health and dental coverage unless said teacher has filed with the business office on the form provided by the School District an agreement providing (1) for an individual disclaimer which certifies that said teacher is covered by alternate health insurance coverage which provides at least "Bronze Level" health insurance coverage as defined under the Patient Protection and Affordable Health Care Act (PPACA); (2) that should the employee fail to obtain and maintain health insurance

coverage as required by subparagraph (1) above at any time during the term of this Negotiated Agreement, the Faculty Member shall be deemed to have permanently waived his/her rights to decline health insurance coverage and receive a cash stipend, and shall be required to enroll Employee “self-only” under the School District’s group health insurance coverage during the open enrollment period for such group plan for the ensuing contract year, and all subsequent years.

- D. Reopener.** The School District and Malcolm Education Association agree to reopen this agreement for purposes of making any necessary adjustments to the cash-in-lieu plan fringe benefit stipend as necessary to establish an employer provided contribution to the cost of health insurance premiums for coverage through the School District’s EHA group health plan under the PPACA as is necessary to avoid any and all penalties that could be assessed against the School District or Association under the PPACA.

Insurance and/or Cafeteria/Cash-in-lieu Plan Negotiated: 8/01, 8/03, 5/05, 6/06, 6/08, 6/09, 12/13, 12/18, 12/19, 12/20, 12/21

- E. Tax Sheltered Annuity Program:** The school district shall maintain a tax-sheltered annuity program pursuant to which an eligible employee, including members of the Malcolm Education Association, may enter into a salary reduction agreement. The program should allow an employee with the school district the ability to defer a portion of his/her compensation into a tax-sheltered annuity or tax-sheltered custodial account. The terms and conditions of the tax-sheltered annuity program are incorporated herein by this reference. Employees can select the company and program for their tax shelter from Companies that have been approved by the district. Employees need to make arrangements through the Business Office when setting up their tax-sheltered program

Tax Sheltered Annuity Program Negotiated: 1996,

- F. Long Term Disability (LTD):** The school district shall provide and maintain a long-term disability program for its eligible employees, including members of the Malcolm Education Association. The LTD program provided shall provide the following minimum benefits to its eligible employees:
- A. Percentage of Salary Insured -- 60% - 66 2/3 %
 - B. Tax Free Benefit: Grossed-up Salary, Employee Pays Tax on Salary
 - C. Minimum Monthly Benefit: \$100/10%
 - D. Elimination Period: 60 Days Neg.: 03
 - E. Maximum Period Payable: To normal Social Security retirement age
 - F. Own Occupation Period: 24 Months

All eligible employees will take part in order to maintain group rates. ‘Eligible employee’ is defined in the policy by minimum hours worked in a week.

Long Term Disability Negotiated: 1997, 8/03

ARTICLE VII

Leaves

The following definitions will be used in conjunction with Article VII, Leaves.

Definitions:

Family for Sick Leave:

- Spouse
- Children (Biological, Step, Adoptive, Foster)
- Mother (Biological, Step, Adoptive)
- Father (Biological, Step, Adoptive)
- Sister (Biological, Step, Adoptive)
- Brother (Biological, Step, Adoptive)
- Mother-in-Law (Biological, Step, Adoptive)
- Father-in-Law (Biological, Step, Adoptive)
- Sister-in-Law (Biological, Step, Adoptive)
- Brother-in-Law (Biological, Step, Adoptive)

- A. **FMLA Leave:** All employees shall be entitled to leave and other privileges granted by the Family Medical Leave Act of 1993.
- B. **Sick Leave:** Each instructor, subject to his/her full-time equivalency (FTE) ratio, shall be credited with ten (10) days sick leave at the beginning of each school year. The unused portion of such allowance from previous years shall be accumulated up to forty-five (45) days. Once an instructor has accumulated forty-five days at the close of a school year, those days will not be used until the ten days allowed for the ensuing year are exhausted. Thus, an instructor may begin a year with 55 sick days but can never carry over to the next year more than 45. Sick leave days may be used for illness of members of the instructor’s family (listed above). In addition to using sick leave for the care of family members, each instructor can use up to three days of sick leave if their childcare provider is unable to provide care due to illness or injury. If additional sick leave days are needed for family illness, an instructor may use personal leave. The administration may request the instructor to present a physician’s verification of illness.

Sick Leave Negotiated: 8/01, 5/02, 8/03

Family for Bereavement Leave:

- Spouse
- Children (Biological, Step, Adoptive, Foster)
- Grandchildren (Biological, Step, Adoptive)
- Mother (Biological, Step, Adoptive)
- Father (Biological, Step, Adoptive)
- Sister (Biological, Step, Adoptive)
- Brother (Biological, Step, Adoptive)
- Mother-in-Law (Biological, Step, Adoptive)
- Father-in-Law (Biological, Step, Adoptive)
- Sister-in-Law (Biological, Step, Adoptive)
- Brother-in-Law (Biological, Step, Adoptive)
- Uncle (Mother's or Father's Sibling)
- Aunt (Mother's or Father's Sibling)
- Uncle of Spouse (Mother's-in-Law or Father's-in-Law Sibling)
- Aunt of Spouse (Mother's-in-Law or Father's-in-Law Sibling)
- Niece (Daughter of Sibling or Daughter of Spouse's Sibling)
- Nephew (Son of Sibling or Son of Spouse's Sibling)
- Grandmother
- Grandfather
- Grandmother of Spouse
- Grandfather of Spouse

- C. **Bereavement Leave:** (1.) A total of four (4) days paid leave in any one school year will be given for bereavement of any family member as defined above. (2) A total of one (1) paid leave day in any one school year will be given for bereavement of any family member not listed above, friends, or acquaintance. (3.) Bereavement leave with full pay and benefits for family members may be extended to sick leave with administrative approval or personal leave at the teacher's request. (4.) Bereavement leave with full pay and benefits for any family member not listed above, friends, or acquaintances may be extended to personal leave at the teacher's request.

Bereavement Leave Negotiated: 8/01, 5/02, 7/10, 7/11

- D. Professional Leave:** Each instructor can apply for two (2) days of professional leave of his/her choice. Instructors with less than full-time equivalency shall be credited at their contracted rate. Additional professional days may be assigned by the administration where direct benefits to the students occur.

Additionally, a head coach/sponsor along with a maximum of two (2) assistant (9-12) coaches/sponsors will receive one professional leave day per activity they coach or sponsor, these days are granted so coaches/sponsors may attend an instructional clinic or state tournament in the activity they coach/sponsor. Activities will include any 9-12 coach/sponsor listed on the extra duty schedule.

Application for all professional leave must be presented to the administration at least one (1) week in advance of the anticipated absence. Administrative approval of professional leave is contingent upon availability of substitutes. These days shall be granted without payroll deduction.

Professional Leave Negotiated: 5/02, 5/05, 7/11

- E. Personal Leave:** Each year, all teachers shall be provided three (3) days of personal leave. Personal leave shall be granted to each teacher contingent upon availability of substitutes, approval of the administration and subject to his/her full-time equivalency (FTE) ratio. Personal leave will be allowed to accumulate to a total of (4) four days—one day per year will be allowed to be carried over or accumulated to a maximum of (4) four. If a teacher is to use all 4 days in a given year, one of the days must be used for a non-student contact day (workday or inservice), or to attend a Malcolm school event. Unused personal days will become sick days—not to exceed 45.

A maximum of (2) employees may request the use of personal days in conjunction with a school vacation, or holiday if notification is given to the administration in writing with two (2) weeks prior notice, and is contingent upon the availability of a substitute, on a first presented written request, first served priority.

Should additional employees (beyond two) request use of personal days in conjunction with a school vacation, or holiday and they have not met the required notice, the administration has flexibility in allowing the leave if a substitute is available and the request is for a special or necessary event and the need for the employee's attention to this special or necessary event is approved by the administration.

Personal leave may be used in conjunction with sick leave only in emergency situations. Regular or typical use of personal leave, must be presented to the administration at least one (1) week in advance of the anticipated absence, except in emergency situations or as stipulated above.

Personal Leave Negotiated: 8/00, 8/03, 6/04, 06/09, 12/17

- F. Substitute Pay Leave:** For leaves not covered by paragraphs A, B, C, and D above, teachers may apply for additional leave at a salary deduction based on the current per diem rate of pay for substitute teachers. Such leave, at administrative discretion, may be used for the types of examples listed below and for other applicable reasons approved by the administration. Requests for this type of leave shall be submitted one (1) week in advance whenever possible. Said leave will be approved for full days only.

1. Teachers needing release time for consultations, presentations, or other guest appearances within the scope of education or personal development.
2. Emergency leave needed through transportation delay because of circumstances beyond the teacher's control.

Substitute Pay Leave Negotiated: 8/00, 12/19

G. Paternity Leave: A father, at the birth of his child, may be granted up to ten (10) days from his available sick leave. Paternity leave must be taken immediately preceding and/or following the birth of the child.

H. Other Leave: See Malcolm Public Schools Certified Employee Handbook Article 3.

Paternity Leave Negotiated: 6/08,

ARTICLE VIII

Duration of Agreement

This agreement shall be effective for the 2024 - 2025 school-year. It may be reopened at any time, in its entirety or any specific provision, by mutual agreement of the Association and the Board of Education.

Negotiated; 5/02,

Updated dates; 8/03, 6/04, 5/05, 6/06, 6/07, 06/08, 06/09, 07/10, 07/11

ARTICLE IX

Document Authorization

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respective Chief Negotiator, and their signatures to be hereon, all on the day and year first written above.

MALCOLM EDUCATION ASSOCIATION

BOARD OF EDUCATION, LANCASTER COUNTY SCHOOL DISTRICT #148, a/k/a MALCOLM PUBLIC SCHOOLS

By: _____
MEA President

By: _____
Board of Education President

By: _____
MEA Chief Negotiator

By: _____
Board of Education Chief Negotiator

DATED: _____

DATED: _____

NEGOTIATED AGREEMENT

GRIEVANCE FORM

DEPARTMENT _____

Address to which mailings pertaining to this grievance shall be sent:

Provision(s) of Negotiated Agreement Violated: EXHIBIT _____

Statement of Grievance (including date of acts or omissions complained of):

Remedy Sought:

I will be represented in this grievance by: (check one)

MEA Legal Counsel Myself Other
(specify) _____

I do do not want a postponement for up to _____ days to seek informal resolution of this grievance.

I understand that this grievance will not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

This grievance was filed on _____ by: (check one)

MAIL (certified or registered, restricted delivery, return receipt requested)

PERSONAL DELIVERY

SIGNATURE OF GRIEVANT _____

4 X 4 Schedule--Base
41,900

| 41900 | BA | BA+9 | BA+18 | BA+27 | BA+36 | MA | MA+9 | MA+18 | MA+27 |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 1 | 1.04 | 1.08 | 1.12 | 1.16 | 1.2 | 1.24 | 1.28 | 1.32 |
| | 41900 | 43576 | 45252 | 46928 | 48604 | 50280 | 51956 | 53632 | 55308 |
| 2 | 1.04 | 1.08 | 1.12 | 1.16 | 1.2 | 1.24 | 1.28 | 1.32 | 1.36 |
| | 43576 | 45252 | 46928 | 48604 | 50280 | 51956 | 53632 | 55308 | 56984 |
| 3 | 1.08 | 1.12 | 1.16 | 1.2 | 1.24 | 1.28 | 1.32 | 1.36 | 1.4 |
| | 45252 | 46928 | 48604 | 50280 | 51956 | 53632 | 55308 | 56984 | 58660 |
| 4 | 1.12 | 1.16 | 1.2 | 1.24 | 1.28 | 1.32 | 1.36 | 1.4 | 1.44 |
| | 46928 | 48604 | 50280 | 51956 | 53632 | 55308 | 56984 | 58660 | 60336 |
| 5 | 1.16 | 1.2 | 1.24 | 1.28 | 1.32 | 1.36 | 1.4 | 1.44 | 1.48 |
| | 48604 | 50280 | 51956 | 53632 | 55308 | 56984 | 58660 | 60336 | 62012 |
| 6 | 1.2 | 1.24 | 1.28 | 1.32 | 1.36 | 1.4 | 1.44 | 1.48 | 1.52 |
| | 50280 | 51956 | 53632 | 55308 | 56984 | 58660 | 60336 | 62012 | 63688 |
| 7 | 1.24 | 1.28 | 1.32 | 1.36 | 1.4 | 1.44 | 1.48 | 1.52 | 1.56 |
| | 51956 | 53632 | 55308 | 56984 | 58660 | 60336 | 62012 | 63688 | 65364 |
| 8 | | 1.32 | 1.36 | 1.4 | 1.44 | 1.48 | 1.52 | 1.56 | 1.6 |
| | | 55308 | 56984 | 58660 | 60336 | 62012 | 63688 | 65364 | 67040 |
| 9 | | | 1.4 | 1.44 | 1.48 | 1.52 | 1.56 | 1.6 | 1.64 |
| | | | 58660 | 60336 | 62012 | 63688 | 65364 | 67040 | 68716 |
| 10 | | | | 1.48 | 1.52 | 1.56 | 1.6 | 1.64 | 1.68 |
| | | | | 62012 | 63688 | 65364 | 67040 | 68716 | 70392 |
| 11 | | | | | 1.56 | 1.6 | 1.64 | 1.68 | 1.72 |
| | | | | | 65364 | 67040 | 68716 | 70392 | 72068 |
| 12 | | | | | | 1.6 | 1.64 | 1.68 | 1.72 |
| | | | | | | 67040 | 68716 | 70392 | 72068 |
| 13 | | | | | | | 1.64 | 1.68 | 1.72 |
| | | | | | | | 68716 | 70392 | 72068 |
| 14 | | | | | | | | 1.72 | 1.76 |
| | | | | | | | | 70392 | 72068 |
| 15 | | | | | | | | | 1.76 |
| | | | | | | | | | 73744 |
| 16 | | | | | | | | | |
| | | | | | | | | | 1.92 |
| | | | | | | | | | 80448 |

Exhibit C

Malcolm Public Schools 2024-2025 Extra-Duty Schedule (EDS)

| Position | YRS 1-3 | YRS 4-6 | YRS 7-9 | YRS 10+ |
|----------------------------------|---------|---------|---------|---------|
| Varsity Head Coaches | | | | |
| Football Varsity Head | 0.12 | 0.13 | 0.14 | 0.16 |
| Volleyball Varsity Head | 0.12 | 0.13 | 0.14 | 0.16 |
| Girls Basketball Vars. Head | 0.12 | 0.13 | 0.14 | 0.16 |
| Boys Basketball Vars. Head | 0.12 | 0.13 | 0.14 | 0.16 |
| Wrestling Varsity Head | 0.12 | 0.13 | 0.14 | 0.16 |
| Softball Head | 0.1 | 0.11 | 0.12 | 0.14 |
| Baseball - MPS | 0.1 | 0.11 | 0.12 | 0.14 |
| Cross Country Head | 0.1 | 0.11 | 0.12 | 0.14 |
| Track Varsity Head | 0.1 | 0.11 | 0.12 | 0.14 |
| Speech Head | 0.08 | 0.085 | 0.09 | 0.1 |
| Music Instrumental | 0.08 | 0.085 | 0.09 | 0.11 |
| Drama Head | 0.06 | 0.065 | 0.07 | 0.08 |
| Music Vocal Indv/Group | 0.06 | 0.065 | 0.07 | 0.09 |
| FBLA | 0.06 | 0.065 | 0.07 | 0.08 |
| Skills USA | 0.06 | 0.065 | 0.07 | 0.08 |
| Unified Bowling 1 | 0.01 | 0.01 | 0.015 | 0.02 |
| Unified Bowling 2 | 0.01 | 0.01 | 0.015 | 0.02 |
| HS Quiz Bowl | 0.01 | 0.01 | 0.015 | 0.02 |
| Assistant Varsity Coaches | | | | |
| Football Varsity Asst. 1 | 0.07 | 0.08 | 0.09 | 0.11 |
| Football Varsity Asst. 2 | 0.07 | 0.08 | 0.09 | 0.11 |
| Football Varsity Asst. 3 | 0.07 | 0.08 | 0.09 | 0.11 |
| Volleyball Varsity Asst. 1 | 0.07 | 0.08 | 0.09 | 0.11 |
| Volleyball Varsity Asst. 2 | 0.07 | 0.08 | 0.09 | 0.11 |
| G Basketball Vars. Asst. 1 | 0.07 | 0.08 | 0.09 | 0.11 |
| G Basketball C Team | 0.07 | 0.08 | 0.09 | 0.11 |
| B Basketball Vars. Asst. 1 | 0.07 | 0.08 | 0.09 | 0.11 |
| B Basketball C Team | 0.07 | 0.08 | 0.09 | 0.11 |
| Wrestling Varsity Asst. | 0.07 | 0.08 | 0.09 | 0.11 |
| Wrestling Varsity Asst. | 0.07 | 0.08 | 0.09 | 0.11 |
| Softball Asst. 1 | 0.06 | 0.07 | 0.08 | 0.1 |
| Softball Asst. 2 | 0.06 | 0.07 | 0.08 | 0.1 |
| Cross Country Asst. | 0.06 | 0.07 | 0.08 | 0.1 |
| Track Varsity Asst. 1 | 0.06 | 0.07 | 0.08 | 0.1 |
| Track Varsity Asst. 2 | 0.06 | 0.07 | 0.08 | 0.1 |
| Track Varsity Asst. 3 | 0.06 | 0.07 | 0.08 | 0.1 |
| Baseball Asst 1 | 0.06 | 0.07 | 0.08 | 0.1 |
| Baseball Asst 2 | 0.06 | 0.07 | 0.08 | 0.1 |
| Speech Asst. 1 | 0.05 | 0.055 | 0.06 | 0.065 |
| Speech Asst. 2 | 0.05 | 0.055 | 0.06 | 0.065 |
| Drama Asst. 1 | 0.04 | 0.045 | 0.05 | 0.055 |
| Drama Asst. 2 | 0.04 | 0.045 | 0.05 | 0.055 |

Malcolm Public Schools 2024-2025 Extra-Duty Schedule (EDS)

| Position | YRS 1-3 | YRS 4-6 | YRS 7-9 | YRS 10+ |
|-----------------------------|---------|----------|---------|---------|
| JH Head Coaches | | | | |
| Volleyball JH Head | 0.05 | 0.055 | 0.06 | 0.065 |
| Football JH Head | 0.05 | 0.055 | 0.06 | 0.065 |
| G Basketball JH Head | 0.05 | 0.055 | 0.06 | 0.065 |
| B Basketball JH Head | 0.05 | 0.055 | 0.06 | 0.065 |
| Wrestling JH Head | 0.05 | 0.055 | 0.06 | 0.065 |
| Track JH Head | 0.05 | 0.055 | 0.06 | 0.065 |
| JH XC Head | 0.05 | 0.055 | 0.06 | 0.065 |
| JH Quiz Bowl | 0.01 | 0.01 | 0.015 | 0.02 |
| JH Assistant Coaches | | | | |
| Volleyball JH Asst. | 0.04 | 0.045 | 0.05 | 0.055 |
| Football JH Asst. | 0.04 | 0.045 | 0.05 | 0.055 |
| G Basketball JH Asst. | 0.04 | 0.045 | 0.05 | 0.055 |
| B Basketball JH Asst. | 0.04 | 0.045 | 0.05 | 0.055 |
| Wrestling JH Asst. | 0.04 | 0.045 | 0.05 | 0.055 |
| JH Track Asst. 1 | 0.04 | 0.045 | 0.05 | 0.055 |
| JH Track Asst. 2 | 0.04 | 0.045 | 0.05 | 0.055 |
| Sponsors | | | | |
| Strength & Conditioning | 0.09 | | | |
| Cheer | 0.09 | | | |
| Yearbook | 0.09 | | | |
| Student Council 1 | 0.05 | | | |
| Student Council 2 | 0.05 | | | |
| Strive TV | 0.02 | | | |
| Teammates | 0.02 | | | |
| Senior Sponsor 1 | 0.01 | | | |
| Senior Sponsor 2 | 0.01 | | | |
| Senior Sponsor 3 | 0.01 | | | |
| Senior Sponsor 4 | 0.01 | | | |
| Junior Sponsors | | | | |
| Junior Sponsor 1 | 0.015 | | | |
| Junior Sponsor 2 | 0.015 | | | |
| Junior Sponsor 3 | 0.01 | | | |
| Junior Sponsor 4 | 0.01 | | | |
| Sophomore Sponsors | | | | |
| Sophomore Sponsor 1 | 0.01 | | | |
| Sophomore Sponsor 2 | 0.01 | | | |
| Sophomore Sponsor 3 | 0.01 | | | |
| Sophomore Sponsor 4 | 0.01 | | | |
| Freshmen Sponsors | | | | |
| Freshmen Sponsor 1 | 0.01 | | | |
| Freshmen Sponsor 2 | 0.01 | | | |
| Freshmen Sponsor 3 | 0.01 | | | |
| Freshmen Sponsor 4 | 0.01 | | | |
| Concessions Managers | | | | |
| Concessions Managers | 0.09 | 0.75 FTE | | |
| Concessions Asst. Manager | 0.03 | .25 FTE | | |

Exhibit D

| | | Regular Season Weeks | Activity Salaries | Salary Per Week | (Potential) Additional Weeks (AW) | Postseason Compensation |
|---------------|-----------------|----------------------|-------------------|---------------------|-----------------------------------|-------------------------|
| | | | Index x Base | Salary/Weeks | | |
| Softball | | 9 | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Volleyball | | 13 | | | 2 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Football | | 11 | | | 4 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Girls' BB | | 14 | | | 2 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Boys' BB | | 15 | | | 2 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | | | | |
| Baseball | | 10 | | | 1 | |
| | Co-Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Drama | | TBD | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Wrestling | | 13 | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Cross Country | | 10 | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Track | | 11 | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Speech | | | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| | Assistant Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| FBLA | | | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |
| Skills | | | | | 1 | |
| | Head Coach | | Salary | Sal. per Week (SPW) | | SPW x AW |

Text of Page Approved: BOE____MEA____

