

**MALCOLM PUBLIC SCHOOLS, DISTRICT #148**  
**BOARD OF EDUCATION REGULAR MEETING AGENDA**  
**Monday, November 17, 2025 7:00 PM**  
**SCHOOL DISTRICT BOARD ROOM**

{{Name: Agenda Item Name}}

1. **Call Regular Board Meeting to Order - Roll Call**
2. **Pledge of Allegiance**
3. **Consent Agenda**
4. **Communication From the Public: Communications in general or about a specific agenda item.**
5. **Unfinished Business**
6. **New Business**
  - 6.1. Discuss, Consider and Take All Necessary Action in Deeming 10 Helmets and 10 Sets of Shoulder Pads Excess Property.
  - 6.2. Discuss the Financial Literacy Status Report

79-3004. Annual financial literacy status report.

On or before December 31, 2024, and on or before December 31 of each year thereafter, in order to promote and support financial literacy education, each school district shall provide an annual financial literacy status report to its school board, including, but not limited to, student progress in financial literacy courses and other district determined measures of financial literacy progress from the previous school year.

- 6.3. Discuss, Consider and Take All Necessary Action in Approving the TERIP Policy.
- 6.4. Discuss, Consider and Take Action on Approving the 2026-2027 Negotiated Agreement
- 6.5. Discuss, Consider and Take Action on Approving the 2024-2025 Annual Audit
- 6.6. Discuss, Consider and Take Action if Necessary on Environmental Graphics
7. **Reports and Discussion Topics**
  - 7.1. Administration Reports and Discussion Topics
    - 7.1.A. Principals

Discuss the need and potential purchase of a new student information system.

7.1.A.1. Wiedel:

Career Fair Summary  
Alumni Survey Summary

7.1.A.2. Dolliver:

7.1.B. Superintendent

- Business Manager
- The new bus has arrived
- Environmental Sensors. Provide a status update on the installation and operation of the environmental sensors approved by the Malcolm BOE at its September 15, 2025 meeting.
- NASB State Conference

- Transportation and Facilities Committee Meeting. Discuss scheduling a Transportation and Facilities Committee meeting.

7.1.C.

8. **Enter into Executive Session for the Protection of the Public Interest to Investigative Proceedings Regarding Allegations of Criminal Misconduct**

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

9. **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

**Financial Summary  
10/31/2025**

<b>School Accounts</b>	<b>General</b>	<b>Lunch</b>	<b>Activity</b>	<b>Bus Deprec</b>	<b>Student Fees</b>
Previous Bal 10/01/2025	\$3,218,236.97	\$21,747.97	\$211,451.74	\$343,020.08	\$26,716.95
Receipts - October 2025	\$382,892.34	\$51,019.69	\$29,185.26	\$1,085.68	\$1,010.00
Disbursements- October 2025	\$778,108.42	\$48,129.34	\$36,911.11	\$0.00	\$0.00
Cash in Cking 10/31/2025	\$489,027.96	\$5,438.26	-\$11,390.67	\$10,705.30	\$27,726.95
Invested: October 2025	\$2,333,992.93	\$19,200.06	\$215,116.56	\$333,400.46	

<b>Lanc. Co. Treasurer:</b>	<b>General</b>	<b>Bond</b>	<b>Spc Bldg</b>
Previous Bal 10/01/2025	\$48,916.39	\$1,931.63	\$3,151.38
Receipts - October 2025	\$48,718.21	\$673.59	\$1,246.51
Disbursements - Oct 2025	\$48,994.89	\$1,938.37	\$3,163.85
Cash on Hand 10/31/2025	\$48,639.71	\$666.85	\$1,234.04

<b>NSDLAF (Investment)</b>	<b>Spc Bldg</b>	<b>Bond Fund</b>
Previous Bal 10/1/2025	\$2,960,828.24	\$415,393.01
Receipts October 2025	\$13,567.04	\$3,735.58
Disbursements Oct 2025	\$256,468.20	\$0.00
Cash on Hand 10/31/2025	\$2,717,927.08	\$419,128.59

\$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

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY25-26"; Created On: 11/14/2025 2:21:28 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Oct25IntBond	NDSLAF Bond Fund	Interest	10/31/2025	\$1,369.86	07-1-01510-000-000-0000
Oct25LancBond	Lancaster County Treasurer	Local Collections	10/15/2025	\$1,931.63	07-1-01100-000-000-0000
Oct25SewBond	Seward County Treasurer	Local Collections	10/10/2025	\$434.09	07-1-01100-000-000-0000
				<b>\$3,735.58</b>	

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY25-26"; Created On: 11/14/2025 7:15:54 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Oct25DeprCk	Union Bank Interest	Checking Interest	10/31/2025	\$8.00	02-1-01510-000-000-0000
Oct25DeprSTFIT	Union Bank Interest	STFIT Interest	10/31/2025	\$1,077.68	02-1-01510-000-000-0000
				<b>\$1,085.68</b>	

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY25-26"; Created On: 11/14/2025 4:39:20 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Oct25EFunds	Patrons/Students	PS/OptBus/Fines/Rentals	10/31/2025	\$1,465.00	Multiple
Oct25StateAid	State of Nebraska	State Aid	10/31/2025	\$302,676.80	01-1-03110-000-000-0000
Oct25Int	Union Bank Interest	STFIT Interest	10/31/2025	\$8,798.98	01-1-01510-000-000-0000
25-26HAL	State of Nebraska	HAL 25-26	10/16/2025	\$2,342.00	01-1-03535-000-000-0000
Oct25Lanc	Lancaster County Treasurer	Local Collections	10/15/2025	\$48,916.39	01-1-01100-000-000-0000
Oct25Sew	Seward County Treasurer	Local Collections	10/10/2025	\$5,423.76	01-1-01100-000-000-0000
MAC-MM25	State of Nebraska	Medicaid Outreach MM25	10/01/2025	\$338.31	01-1-04709-000-000-0000
25-001	Patrons/Students	Music Instrumental Rentals	10/31/2025	\$250.00	01-1-01910-000-000-0000
25-002	Alter Recycle	Recycle Metal	10/31/2025	\$37.00	01-1-05300-000-000-0000
25-003	Special Olympics Nebraska	Unified Bowling Donation	10/31/2025	\$300.00	01-1-01920-000-000-0000
25-004	Malcolm Mateys, LLC	Before/After School Rental	10/31/2025	\$842.90	01-1-01910-000-000-0000
25-005	Malcolm Lunch Fund	Lunch PR Taxes	10/31/2025	\$5,737.40	01-1-09000-000-000-0000
25-006	Patrons/Students	PS Tuition - October	10/31/2025	\$2,556.00	01-1-01370-000-000-0000
25-007	Patrons/Students	PS Tuition - November	10/31/2025	\$750.00	01-1-01370-000-000-0000
				<b>\$380,434.54</b>	

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY25-26"; Created On: 11/14/2025 3:05:45 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Oct25E-Funds	Patrons/Students	Student Lunches	10/31/2025	\$27,625.00	06-1-01611-000-000-0000
Oct25Int	Union Bank Interest	STFIT Interest	10/31/2025	\$81.59	06-1-01510-000-000-0000
HC-Class	Malcolm Activity Fund Payment	Homecoming Student Participation Awards	10/27/2025	\$26.25	06-1-05690-000-000-0000
Oct25Fed	State of Nebraska	Federal Lunch Reimbursement	10/21/2025	\$11,221.43	06-1-04210-000-000-0000
24-128	Patrons/Students	Student Lunches	10/14/2025	\$1,995.00	06-1-01611-000-000-0000
24-127	Patrons/Students	Student Lunches	10/07/2025	\$5,837.64	06-1-01611-000-000-0000
CNR-State	State of Nebraska	Child Nutrition State Reimbursement	10/03/2025	\$232.78	06-1-03150-000-000-0000
24-129	Patrons/Students	Student Lunches	10/24/2025	\$3,980.00	06-1-01611-000-000-0000
				<b>\$50,999.69</b>	

# Lancaster County School District #148

## Cash Receipts Item Report

[Cycle Name]: "FY25-26"; Created On: 11/14/2025 1:40:41 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
Oct25SBFInt	NDSLAF Special Bldg	Interest	10/31/2025	\$9,657.38	08-1-01510-000-000-0000
Oct25LancSBF	Lancaster County Treasurer	Local Collections	10/15/2025	\$3,151.38	08-1-01100-000-000-0000
Oct25SBFSew	Seward County Treasurer	Local Collections	10/10/2025	\$758.28	08-1-01100-000-000-0000
				<b>\$13,567.04</b>	

**Minutes – Board of Education – Unofficial Until Approved By The Board  
October 20, 2025**

The Board of Education, School District #148, Lancaster County, Nebraska, met on Monday, October 20, 2025 at 7:00PM in open and public session at 10004 NW 112th St., Malcolm, Nebraska. Notice of the meeting was published in the minutes of the September 15, 2025 meeting of the Board, in the October 2025 issue of *“The Clipper”* and the *Seward Independent* of October 15, 2025. Board members present were: William England, Lucas Mitchell, Tony Nutter, Amy Spellman, Ed Swotek. Absent – Tera Heidtbrink. Administrators present were Ryan Terwilliger, Amber Dolliver, Simon Wiedel, Dallas Sweet. 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. The Board recited the Pledge of Allegiance.

England moved, seconded by Spellman, to approve the Consent Agenda. Ms. Lostron noted the updated list of bills and answered questions. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. ABSENT – Heidtbrink. Motion passed.

<b>Financial Summary</b>					
<b>9/30/2025</b>					
<b>School Accounts</b>	<b>General</b>	<b>Lunch</b>	<b>Activity</b>	<b>Bus Deprec</b>	<b>Student Fees</b>
Previous Bal 9/01/2025	\$3,434,882.69	\$34,120.95	\$214,554.86	\$341,854.91	\$24,176.25
Receipts - September 2025	\$552,271.22	\$33,139.12	\$23,582.98	\$1,165.17	\$2,540.70
Disbursements- September 2025	\$768,916.94	\$45,512.10	\$26,686.10	\$0.00	\$0.00
Cash in Cking 9/30/2025	\$493,043.02	\$5,629.50	-\$5,063.49	\$10,697.30	\$26,716.95
Invested: September 2025	\$2,725,193.95	\$16,118.47	\$216,515.23	\$332,322.78	
<b>Lanc. Co. Treasurer:</b>	<b>General</b>	<b>Bond</b>		<b>Spc Bldg</b>	
Previous Bal 9/01/2025	\$159,871.25	\$10,717.26		\$20,598.73	
Receipts - September 2025	\$49,111.64	\$1,950.65		\$3,182.38	
Disbursements - Sept 2025	\$160,066.50	\$10,736.28		\$20,629.73	
Cash on Hand 9/30/2025	\$48,916.39	\$1,931.63		\$3,151.38	
<b>NSDLAF (Investment)</b>	<b>Spc Bldg</b>	<b>Bond Fund</b>			
Previous Bal 9/1/2025	\$2,957,209.82	\$402,297.88			
Receipts September 2025	\$32,157.92	\$13,095.13			
Disbursements Sept 2025	\$28,539.50	\$0.00			
Cash on Hand 9/30/2025	\$2,960,828.24	\$415,393.01			

**Communications From The Public –**

Kamryn Broders presented a report on Student Council activities – her report is attached. [October 2025 Student Council Board Report](#)

Mrs. Kim Watson asked the Board about community service requirements for graduation. Mr. Terwilliger noted that it used to be a part of Civics classes, but hasn't been a graduation requirement. Mrs. Watson was going to get more information on what other schools require.

**Unfinished Business –**

The Board reviewed the Strategic Plan presented. Discussion on the Administrative Team's additions/tactics ensued. The Board took no action.

Mitchell moved, seconded by England, to approve the Safety & Security Protocol as presented and discussed. The Board reviewed the plan and adopted clarification of some protocol. Voting by roll call: AYES – Spellman, Swotek, England, Mitchell, Nutter. NAYS – None. Motion passed.

**New Business –**

Swotek moved, seconded by Mitchell, to set a meeting time for the Committee on American Civics for Monday, November 17, 2025 at 6:00PM. Voting by roll call: AYES – Swotek, England, Mitchell, Nutter, Spellman. NAYS – None. Motion passed.

Spellman moved, seconded by Swotek, to amend the Pre-School Admission Policy, as presented. Mrs. Dolliver explained the new allowance for students eligible for Kindergarten to enroll in Pre-School, if openings are available. Voting by roll call: AYES – England, Mitchell, Nutter, Spellman, Swotek. NAYS – None. Motion passed.

Swotek moved, seconded by Spellman, to recognize the Malcolm Education Association as the exclusive Bargaining Agent for the District’s non-supervisory certificated staff for the 2027-2028 Contract Year. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. Motion passed.

Spellman moved, seconded by Mitchell, to adopt Policy 2120: Superintendent Evaluation for the 2024-2025 School Year, as presented. Voting by roll call: AYES – Nutter, Spellman, Swotek, England, Mitchell. NAYS – None. Motion passed.

Swotek moved, seconded by England, to set a Board Work Session for Wednesday, November 5, 2025 at 6:00PM, to work on the 2025 – 2026 Superintendent Evaluation. Voting by roll call: AYES – Spellman, Swotek, England, Mitchell, Nutter. NAYS – None. Motion passed.

The Board took no action on adopting the proposed Environmental Graphics.

#### **Administrative Reports –**

Mr. Simon Wiedel – Jr/Sr High School Principal

- Mrs. Frank is holding a Career Fair and Mock Interviews this week.
- [Mr. Wiedel October 2025 Board Report](#)

Mrs. Amber Dolliver, Westfall Elementary Principal

- [Mrs. Dolliver October 2025 Board Report](#)

Superintendent Ryan Terwilliger

- Discuss possible dates for Teaching Staff Negotiations
- Potential Change in Student Information System
- Accreditation Review
- Storm Damage Progress
- Westfall Gym
- State Board Conference
- Transportation & Facilities Committee Meeting Date
- The annual audit was held on October 1<sup>st</sup>

With no further business before the Board, England moved, seconded by Mitchell, to adjourn. Chairman Nutter declared the meeting adjourned by acclamation at 9:06PM.

Respectfully submitted,

Julia Lostroh

Recording Secretary

The Board of Education will meet for a Work Session, to discuss the 25-26 Superintendent Evaluation Tool, on Wednesday, November 5, 2025 at 6:00PM at the District Board Room, 10004 NW 112<sup>th</sup> St., Malcolm, NE. The Committee on American Civics will meet on Monday, November 17, 2025 at 6:00PM at the District Board Room, 10004 NW 112<sup>th</sup> St., Malcolm, NE. The next regular meeting of the Board of Education will be held on Monday, November 17, 2025 at 7:00PM in the District Board Room, 10004 NW 112<sup>th</sup> St., Malcolm, NE. Agendas are available as they develop at: [SparqsData Malcolm](#)

<b>November 17, 2025</b>		
Payroll	\$648,628.59	Payroll Expenses/Benefits
AAF Flanders	\$702.63	Filters
Amazon		Maint/Tech/SPED Supplies/Ofc Supplies
ATAP	\$250.00	2025 Training - D. Sweet
Awards Unlimited	\$34.50	Unified Bowling Medals
Children's Nebraska	\$6,158.00	SPED Nursing Services - Jan - Sept
Council for Exceptional Children	\$199.00	Full Membership
DAS State ACCTG	\$317.87	Internet Service July - Sept Service
ESU #6	\$1,344.07	Tech Hosted Services/Prof. Development/E-Book/Wrkshop
Electrical Engineering & Equipment	\$1,029.58	LED Lights
First Concord	\$490.00	Flex 125 Adm Fees/Non-Discrimination Testing
Follett	\$2,300.16	WF/HS Hosted Service Renewal
Frank, Chad	\$1,179.75	Asst. JH BBB Coach Stipend
Glaser Ceramics	\$67.50	Clay Block
Go Physical Therapy	\$1,676.10	Vision SPED Services
Heffelfinger Psychotherapy	\$3,864.30	Mental Health Services
Hillyard	\$845.40	Wipers/Foam Soap
HomeTown Leasing	\$1,417.01	Copier/Printer Leases
Howard Company	\$4,258.00	SkyKit Update - Message Board Support/Software
Interstate All Battery Center	\$27.00	12V Batteries
JW Pepper	\$338.23	Vocal Music
Kiner Supply	\$2,839.01	Flex Tube Kit/Garbage Disposal
Lancaster County Sheriff	\$391.08	Event Security Services
Matheson	\$56.50	IT Cylinder Rentals
Meehl, Jan	\$823.70	SPED PT Services
Menards	\$298.34	Maintenance/Tech/IT/Fleet Supplies
Meyer Truck Repair	\$2,893.63	Repair Bus #15 - Rear Brakes/Drums - All Bus Inspections
Mill Road Auto, Inc.	\$380.00	Expedition Trailer Plug Repair
NAPA	\$64.46	Fleet Supplies
NCSA	\$1,152.00	Memb. Renewal K. Frank/NE Fall Ed Tech Conf.
Nebraska Landscape Solutions	\$1,040.00	Fertilizer
Nifco Mechanical Systems	\$2,482.50	
Norris Public Power	\$9,337.45	October 2025 Electricity
One Source	\$19.00	Background Checks
Paragon Sanitation, Inc.	\$425.00	Trash Service
Pritchett, Troy	\$840.00	Asst. AD Mileage August - November
Rezny, Kelsey	\$1,463.00	Asst. VB Coach State Stipend/Final Coach Stipend
Robotham, Evaline	\$285.18	Mileage Reimbursement
Sackett, Dane	\$624.00	Asst. HS FB Coach State Stipend
Sherwin-Williams Co.	\$101.63	Paint
Shiffler	\$229.73	Wall Clocks
Small Engine Specialists	\$35.98	Filter - Oil
Super Saver	\$28.48	SPED Groceries
TSA/Omni	\$83.33	403b TPA
Trane	\$4,411.10	HVAC Repair
Uline	\$148.49	30' Retractable Extention Cord

Unite Private Network	\$538.10	Distance Learning Cable
Verizon	\$119.82	Cellphone Service
Village of Malcolm	\$8,001.71	Water/Sewer Service
VISA	\$342.83	FCS Classroom Supplies/Scrubber Part
WalMart	\$28.82	FCS Classroom Supplies
Watson, Kim	\$177.80	Mileage Reimbursement
Wex	\$3,611.94	School Vehicle Fuel
Windstream	\$852.29	Phone Service
<b>Out of Cycle</b>		
US Post Office	\$345.33	Clipper/Brd Minute Postage
ByteSpeed	\$5,445.00	Staff Laptop Office Licenses
Savicky, Doug	\$34.64	Seat Belt Part - Expedition
	<b>\$725,079.56</b>	<b>Total</b>
<b>School Lunch Fund</b>		
Payroll	\$20,972.58	Payroll Expenses
Domino's Pizza	\$834.00	Lunch Pizza
Kolodziejski, Charlene	\$20.00	Food Permit
Broughton, Danni	\$46.12	Food Supplies
CashWa	\$18,329.35	Lunch Food/Disposable Supplies
Hiland Dairy	\$3,314.53	Milk Supplies
Pepsi Cola	\$93.72	Breakfast Water
Robinette Farms	\$123.87	Farm to School Produce
Sysco	\$3,558.81	Food/Custodial Supplies
US Foods	\$4,663.04	Food/Custodial Supplies
Super Saver	\$85.48	Food Supplies
Bernard Foods	\$812.70	Food Supplies
	<b>\$52,854.20</b>	<b>Total</b>
<b>Bond Fund</b>		
BOK Financial	\$197,356.25	Principal/Interest/Agent Fees
	<b>\$197,356.25</b>	<b>Total</b>
<b>Special Building Fund</b>		
Heartland Seating	\$11,250.00	Reassemble Bleachers - WF Gym
	<b>\$11,250.00</b>	<b>Total</b>



**Malcolm Public Schools**  
**Financial Literacy Report**  
2025-2026

## **Introduction**

The Financial Literacy Act (Neb. Rev. Stat. §§ 79-3001 to 79-3004) outlines Nebraska's requirements for teaching financial literacy. This Act requires the following:

- A graduation requirement of completing at least one five-credit high school course in personal finance or financial literacy
- Each public school shall include financial literacy instruction, as appropriate, in the instructional program of its elementary and middle schools
- Each school district must provide an annual financial literacy status report to its School Board.

## **Standards**

At Malcolm Public Schools, our financial literacy instruction is guided by the Nebraska Social Studies Standards as approved by our School Board. These standards provide the framework for delivering comprehensive and effective financial education to our students. For more details, the full standards can be accessed through the following link: [Nebraska Social Studies Standards](#).

## **Curriculum & Instruction**

Our curriculum is built on evidence-based materials that align with best practices in education and financial literacy. These resources are carefully selected to ensure they are age-appropriate, engaging, and effective in equipping students with the knowledge and skills needed to make informed financial decisions. Below is a list of what we use to guide our financial literacy instruction from kindergarten through 12th grade.

### **K-5 Curriculum**

- Open Educational Resources provided by The Nebraska Department of Education

### **6-8 Curriculum**

- Savvas myWorld History Survey
- Open Educational Resources provided by The Nebraska Department of Education

### **9-12 Curriculum**

- Carnegie Learning (EMC)
- EVERFI
- High School Financial Planning Program (HSFPP)

## **Assessment**

To measure student progress in financial literacy, Malcolm Public Schools utilizes both formative and summative assessments. This allows teachers to monitor student understanding with their learning objectives while also evaluating overall comprehension and mastery of key financial concepts at the end of each instructional unit or course.

In our high school economics course, students engage with EVERFI modules, which provide interactive and practical financial literacy instruction. Pre- and post-assessment data from these modules allow us to track individual and group progress, ensuring students gain a deeper understanding of financial concepts.

### **FAFSA Completion and Scholarship Support**

We aim to provide students the tools and knowledge they need for postsecondary success. As part of our financial literacy efforts, all seniors are required to complete the Free Application for Federal Student Aid (FAFSA) in accordance with Nebraska Revised Statute 79-729. This ensures they are aware of and eligible for financial aid opportunities, regardless of their postsecondary plans.

Additionally, we actively communicate with students about available scholarships to support those pursuing college. Students receive information on local, state, and national scholarships. Our goal is to empower students to take advantage of all available resources as they plan their future pathways.

**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 **2025-2026** 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, 2026** 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 **2025-26** school year.

**PERSONNEL - CERTIFIED  
POLICY 4750-CONTINUED**

4. **List of Eligible Employees:** On or before **Feb. 1, 2025**, 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 **2025 - 2026** 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, 2026**; 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, 2026**
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 **2025-26** 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 2025-26 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, 2026 and the second to be paid on or before January 15, 2027; or
- (ii) Three (3) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027; or
- (iii) Four (4) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027 and the fourth to be paid on or before January 15, 2028; or

**PERSONNEL - CERTIFIED  
POLICY 4750 – CONTINUED**

- (iv) Five (5) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027 and the fourth to be paid on or before January 15, 2028 and the fifth to be paid on or before September 15, 2028; or
  
- (v) Six (6) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027 and the fourth to be paid on or before January 15, 2028 and the fifth to be paid on or before September 15, 2028 and the sixth to be paid on or before January 15, 2029;

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, 2026**, 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, 2026**.

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, 22-23, 23-24, 24-25

**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, 2026).**

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 2025-26 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, 2026, and will have completed at least fifteen (15) consecutive years of credited service to the School District on or before August 31, 2026, 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 2025-26 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, 2026: \_\_\_\_\_

(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 2025-26 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 2026-27 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 2025-26 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 2025-26 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, 2026 and the second to be paid on or before January 15, 2027; or
- (ii) Three (3) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027; or
- (iii) Four (4) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027 and the fourth to be paid on or before January 15, 2028; or
- (iv) Five (5) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027 and the fourth to be paid on or before January 15, 2028 and the fifth to be paid on or before September 15, 2028; or
- (v) Six (6) equal payments, the first to be paid on or before September 15, 2026 and the second to be paid on or before January 15, 2027 and the third to be paid on or before September 15, 2027 and the fourth to be paid on or before January 15, 2028 and the fifth to be paid on or before September 15, 2028 and the sixth to be paid on or before January 15, 2029;

(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.

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

- 5. REVOCATION AND CANCELLATION OF AGREEMENT:** The Certificated Employee and the School District acknowledge that the Certificated Employee may revoke this Application and Agreement, and any waiver, release of claims, covenant not to sue, or indemnification contained herein, and cancel this Application and Agreement, at any time on or before the expiration of seven (7) days following the date when it was received by the office of the Superintendent.

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**Certificated Employee's Signature**

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared \_\_\_\_\_, personally known to me to be the identical person who signed the above and foregoing Voluntary Early Retirement Benefit Program Application and Agreement and acknowledged the execution of the same to be \_\_\_\_\_ (his/her) voluntary act and deed.

WITNESS my hand and seal the day in your first above written.

\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Board President  
Lancaster County School District 148  
a/k/a/ Malcolm Public School District

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned notary public, duly commissioned and qualified in the aforesaid county, personally appeared \_\_\_\_\_, personally known to me to be the identical person who signed the above and foregoing Voluntary Early Retirement Benefit Program Application and Agreement and acknowledge the execution of the same to be \_\_\_\_\_ (his/her) voluntary act and deed.

WITNESS my hand and seal the day in your first above written.

\_\_\_\_\_  
Notary Public

Date Policy Originally Adopted 4/20/98 School Year Policy Readopted: 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, 15-16, 16-17, 17-18, 18-19, 19-20, 20-21, 21-22, 22-23, 23-24, 24-25

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

**2026 – 2027 Negotiated Agreement**

**Approved November, 2025**

**2026 – 2027 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  
15<sup>th</sup> Step added to MA, MA+9, MA+18, MA+27 – 6/09 16<sup>th</sup> 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 for the 2026 – 2027 school-year shall be \$43,700.

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, 12/23, 11/24

**F. Longevity Bonus:** Teachers placed in Column 9; Step 16 (1.92 index) on the salary schedule, will receive a \$1,000 annual bonus upon completing their 17<sup>th</sup> year of service to Malcolm Public Schools, and extending (annually) until their separation from Malcolm Public Schools.

**G. 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 (regardless of district), within a specific sport/activity. Coaches/Sponsors will retain all verified 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

**H. Ticket Taking/Event Help**

Ticket sellers shall receive \$12.00 per hour.

Any non-administrative certified teacher, serving as the administrator on duty, shall receive mileage reimbursement (away contests) and \$10.00 per hour.

With the exception of “ticket-taking”, any staff member that works a home event will be paid according to the “Event Help Compensation Schedule”.

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, 12/23, 11/24

- I. **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,

- J. **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 “1<sup>st</sup> 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

- K. **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  $((BA + MA27\text{-}Step\ 16)/2)) \times 1/8$  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  $:1/185 \times \text{Mean-Base Pay} \times 1/8$ . **Covering study hall will be paid at  $1/2$  the rate of covering a regular class period.**

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

- L. **Sick Leave Buy Back:** At the end of each school year, each certified instructor will be paid ~~33%~~ **50%** (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.

**Substitute Pay: \$171.60 (2025-2026)**

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

- M. **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

- N. **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  $:1/185 \times \text{Base Pay} \times 1/8$

Negotiated: 12/19

- O. **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 2025-26 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 2026-2027 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 \$11,256.48, 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.  
\*The amount listed represents the annual premium (per staff member) at the standard rate plus a 5% surcharge.
- 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 (standard rate) and receive a cash-in-lieu of insurance stipend in the amount of \$10,738.56 (\$894.88 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.

\*The amount listed represents the annual cash-in-lieu (per staff member) at the standard premium rate.

Negotiated: 11/24

- 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/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)
- Grandchildren (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)

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- 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.

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, 11/24

**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 2025 - 2026 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,  
Renewed: Annually

**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 \_\_\_\_\_

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4 X 4 Schedule--Base  
43700

EXHIBIT  
B

43700	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
	43700	45448	47196	48944	50692	52440	54188	55936	57684
2	1.04	1.08	1.12	1.16	1.2	1.24	1.28	1.32	1.36
	45448	47196	48944	50692	52440	54188	55936	57684	59432
3	1.08	1.12	1.16	1.2	1.24	1.28	1.32	1.36	1.4
	47196	48944	50692	52440	54188	55936	57684	59432	61180
4	1.12	1.16	1.2	1.24	1.28	1.32	1.36	1.4	1.44
	48944	50692	52440	54188	55936	57684	59432	61180	62928
5	1.16	1.2	1.24	1.28	1.32	1.36	1.4	1.44	1.48
	50692	52440	54188	55936	57684	59432	61180	62928	64676
6	1.2	1.24	1.28	1.32	1.36	1.4	1.44	1.48	1.52
	52440	54188	55936	57684	59432	61180	62928	64676	66424
7	1.24	1.28	1.32	1.36	1.4	1.44	1.48	1.52	1.56
	54188	55936	57684	59432	61180	62928	64676	66424	68172
8	1.32	1.36	1.4	1.44	1.48	1.52	1.56	1.6	1.64
	57684	59432	61180	62928	64676	66424	68172	69920	71668
9	1.4	1.44	1.48	1.52	1.56	1.6	1.64	1.68	1.72
	61180	62928	64676	66424	68172	69920	71668	73416	75164
10	1.48	1.52	1.56	1.6	1.64	1.68	1.72	1.76	1.8
	64676	66424	68172	69920	71668	73416	75164	76912	78660
11	1.56	1.6	1.64	1.68	1.72	1.76	1.8	1.84	1.88
	68172	69920	71668	73416	75164	76912	78660	80408	82156
12	1.6	1.64	1.68	1.72	1.76	1.8	1.84	1.88	1.92
	69920	71668	73416	75164	76912	78660	80408	82156	83904
13	1.64	1.68	1.72	1.76	1.8	1.84	1.88	1.92	1.96
	71668	73416	75164	76912	78660	80408	82156	83904	85652
14	1.68	1.72	1.76	1.8	1.84	1.88	1.92	1.96	2.0
	73416	75164	76912	78660	80408	82156	83904	85652	87400
15	1.76	1.8	1.84	1.88	1.92	1.96	2.0	2.04	2.08
	76912	78660	80408	82156	83904	85652	87400	89148	90896
16	1.8	1.84	1.88	1.92	1.96	2.0	2.04	2.08	2.12
	79160	80908	82656	84404	86152	87900	89648	91396	93144

## Malcolm Public Schools 2026-2027 Extra-Duty Schedule (EDS)

Position	YRS 1-3	YRS 4-6	YRS 7-9	YRS 10+
<b>Varsity Head Coaches</b>				
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
FFA Sponsor	0.1	0.11	0.12	0.14
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
<b>Assistant Varsity Coaches</b>				
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

## Exhibit C

Malcolm Public Schools 2026-2027 Extra-Duty Schedule (EDS)

Position	YRS 1-3	YRS 4-6	YRS 7-9	YRS 10+
<b>JH Head Coaches</b>				
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 (Boys)	0.05	0.055	0.06	0.065
Wrestling JH Head (Girls)	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
<b>JH Assistant Coaches</b>				
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.(Boys)	0.04	0.045	0.05	0.055
Wrestling JH Asst. (Girls)	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
<b>Sponsors</b>				
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			
<b>Junior Sponsors</b>				
Junior Sponsor 1	0.015			
Junior Sponsor 2	0.015			
Junior Sponsor 3	0.01			
Junior Sponsor 4	0.01			
<b>Sophomore Sponsors</b>				
Sophomore Sponsor 1	0.01			
Sophomore Sponsor 2	0.01			
Sophomore Sponsor 3	0.01			
Sophomore Sponsor 4	0.01			
<b>Freshmen Sponsors</b>				
Freshmen Sponsor 1	0.01			
Freshmen Sponsor 2	0.01			
Freshmen Sponsor 3	0.01			
Freshmen Sponsor 4	0.01			
<b>Concessions Managers</b>				
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

For the initial phase of our environmental graphics implementation efforts, we are proposing the following items. These images are “mock-ups” of the actual items and are meant to show the design style and color selection.

SportsBoardz has provided a quote of \$23,432 for all of the identified items. They also quoted a price of \$2,160 for Trailblazer Conference Banners for the Westfall Gym. I personally see that as an unnecessary expense, and would be tough for me to justify the cost. However, you may think differently.

As far as a competing bid is concerned, I told Stephanie (Renze) that once we settle on a design and color scheme (assuming that it differs from the original), I would reach back out to her for an updated proposal.

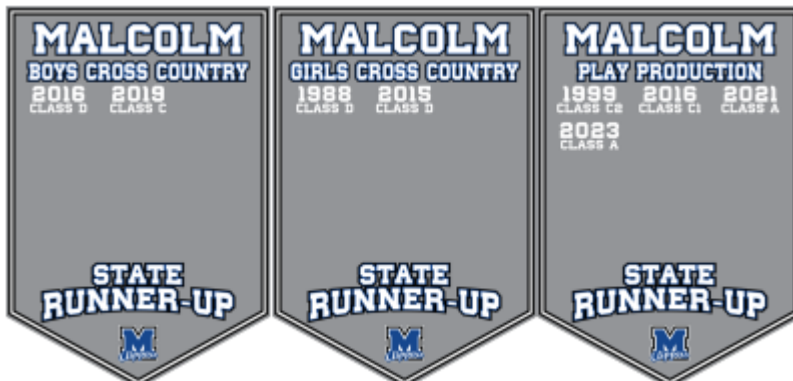
As an aside, The Boosters have pledged \$10,000 for the project, based on the current designs. I am not sure if they will rescind that offer if we change the designs, but that possibility shouldn't impact our ultimate decision.

Although the Executive Team has reached a consensus on these designs and colors, at the end of the day, this decision isn't paramount to our mission so I am not going to passionately defend our decisions. Our efforts were intended to make this process more efficient, but the Board (acting as a Committee of the Whole) has the ultimate authority, and can approve, modify or reject the plan--in part or whole.

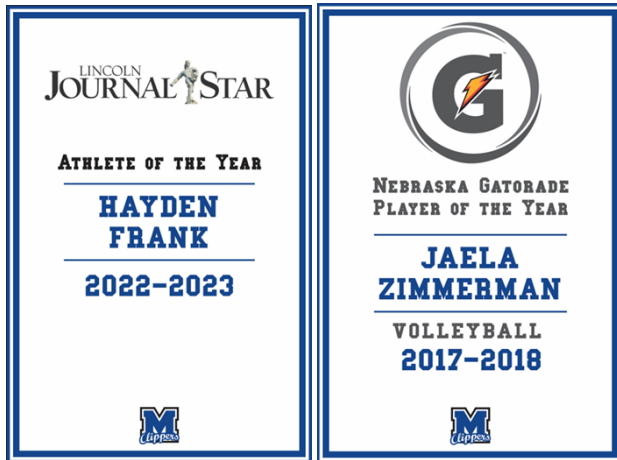
### State Championship Banners




### State Runners-Up Banners



**Special Recognition Banners**




**Records Boards**



**BOYS TRACK RECORDS**

100M	George Johnson	1:23	2012
200M	George Johnson	1:23	2012
400M	George Johnson	1:23	2012
800M	George Johnson	1:23	2012
1600M	George Johnson	1:23	2012
3200M	George Johnson	1:23	2012
400M Relay	George Johnson	1:23	2012
	George Johnson	1:23	2012
	George Johnson	1:23	2012
1600M Relay	George Johnson	1:23	2012
	George Johnson	1:23	2012
	George Johnson	1:23	2012
	George Johnson	1:23	2012
3200M Relay	George Johnson	1:23	2012
	George Johnson	1:23	2012
	George Johnson	1:23	2012
	George Johnson	1:23	2012
110MH	George Johnson	1:23	2012
300MH	George Johnson	1:23	2012
Long Jump	George Johnson	123	2012
High Jump	George Johnson	123	2012
Shot Put	George Johnson	123	2012
Discus	George Johnson	123	2012
Triple Jump	George Johnson	123	2012
Pole Vault	George Johnson	123	2012



**GIRLS TRACK RECORDS**

100M	Maggie Johnson	1:23	2012
200M	Maggie Johnson	1:23	2012
400M	Maggie Johnson	1:23	2012
800M	Maggie Johnson	1:23	2012
1600M	Maggie Johnson	1:23	2012
3200M	Maggie Johnson	1:23	2012
400M Relay	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
1600M Relay	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
3200M Relay	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
	Maggie Johnson	1:23	2012
100MH	Maggie Johnson	1:23	2012
300MH	Maggie Johnson	1:23	2012
Long Jump	Maggie Johnson	123	2012
High Jump	Maggie Johnson	123	2012
Shot Put	Maggie Johnson	123	2012
Discus	Maggie Johnson	123	2012
Triple Jump	Maggie Johnson	123	2012
Pole Vault	Maggie Johnson	123	2012

Boys Cross Country  
 Girls Cross Country  
 Volleyball  
 Softball  
 Football  
 Wrestling  
 Girls Basketball  
 Boys Basketball  
 Boys Track & Field  
 Girls Track & Field  
 Baseball  
 Other?

**Gym Entry Signs**



**Retail Quote Summary**

<b>Year</b>	<b>License &amp; Subscription</b>	<b>Implementation &amp; Training</b>	<b>Total</b>
Year 1	\$18,490.00	\$39,050.00	\$57,540.00
Year 2	\$19,239.00	\$0.00	\$19,239.00
Year 3	\$20,393.34	\$0.00	\$20,393.34
Year 4	\$21,616.94	\$0.00	\$21,616.94
Year 5	\$22,913.96	\$0.00	\$22,913.96
<b>Total Contract</b>	\$102,653.24	\$39,050.00	<b>\$141,703.24</b>

**Discounted Quote Summary**

<b>Year</b>	<b>License &amp; Subscription</b>	<b>Implementation &amp; Training</b>	<b>Total</b>
Year 1	\$9,245.00	\$12,984.90	\$22,229.90
Year 2	\$14,955.60	\$0.00	\$14,955.60
Year 3	\$15,404.27	\$0.00	\$15,404.27
Year 4	\$15,866.40	\$0.00	\$15,866.40
Year 5	\$16,342.39	\$0.00	\$16,342.39
<b>Total Contract</b>	\$71,813.66	\$12,984.90	<b>\$84,798.56</b>
<b>Total Discount</b>			<b>\$50,952.24</b>

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# PRINCIPAL REPORT

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In partnership with our community, we will provide an educational experience that maximizes the potential of each student to become a productive and responsible citizen.



November  
Board Meeting

## Enhancing the Learning Experience for Students

I am proud of how our staff works hard to create and provide learning opportunities beyond the daily classroom lessons. Here are just a few examples:

### Career Fair

The 2025 Career Fair was held on Friday, October 24th, giving students the opportunity to explore a wide range of career paths and connect directly with professionals from various industries. Presenters shared valuable insights about their fields, what it's like to work in their professions, and skills that will benefit students both now and after graduation. This event was truly a team effort. Led by Mrs. Frank, our entire staff worked together to ensure that students gained the maximum benefit from all that the Career Fair offered.



### Red Ribbon Week

Red Ribbon Week helps raise awareness about the importance of living a healthy lifestyle. This year, we celebrated Red Ribbon Week during the week of October 27th. Students participated in themed spirit dress-up days, each designed to reinforce the message of the week.

### UNL Sizemore Sportsmanship Pep Rally

On Monday, November 3rd, 8th grade students traveled to Pinnacle Bank Arena for the UNL Sizemore Sportsmanship Pep Rally hosted by the UNL Athletics Life Skills Department. Husker coaches and student-athletes spoke about the importance of education, sportsmanship, overcoming adversity, and teamwork. After the rally, students enjoyed lunch and cheered on the Husker women's basketball team in their season opener against Northwestern State. It was a great experience for our 8th grade class as the lessons learned will not only benefit them as leaders in our junior high but also benefit them as they transition into high school next year!



## **Graduate Survey**

We recently reached out to our recent graduates to gather feedback on their experiences at Malcolm Jr./Sr. High School. The purpose of this survey is to collect data that will inform thoughtful improvements to both our CTE program and the overall student experience, ensuring we continue to fulfill our mission. Survey data will be shared at a future Board meeting.

## **Student Success**

Our students continue to accomplish great things both in and out of the classroom. A few recent highlights include:

- Football qualified for the State Playoffs and advanced to the quarterfinals.
- Volleyball qualified for the State Tournament and earned 3rd place.
- Malcolm received the C1 Sportsmanship Award at the State Volleyball Tournament.
- Clara Ladman was selected to attend All-State Chorus. Elsa Schleining was selected as an alternate.





**Administrative Report**  
**Westfall Elementary**  
**Date: 11/17/2025**  
**Amber Dolliver, PK-6 Principal**

**Elementary/School Information**

- NWEA MAP Growth Winter Assessments
  - Reading -- K-11
  - Math -- K-11
  - Science -- 5-11
- MAP Fluency
  - K-5
- LETRS Training
- Anchor System
  - Anchor Awards
  - Anchor Tickets - Positive behavior system & rewards
- MPTO
  - Stock the lounges - goodies for teachers
  - Staff Christmas gifts
  - Cherrydale Fundraiser - support classrooms, school, and teachers
- Grade Level Data Meetings
  - January 6th

**Upcoming Events**

- November 14th - LETRS Training
- November 25th - Elementary Anchor Assembly
- November 26th-28th - Thanksgiving Break
- December 1st-19th - MAP Assessments
- December 2nd - K-5 Music/Band Concert
- December 12th - No School K-6 (LETRS workday)
- December 15th - 6-12 Band Concert
- December 19th - End of 2nd Quarter/Semester
- December 22nd - Winter break
- January 5th - LETRS Training