

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

**2021 – 2022 Negotiated Agreement**

**Approved December, 2020**

**2021 – 2022 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

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**ARTICLE IV**  
**Grievance Procedure**

**A. PURPOSE:**

The purpose of this grievance procedure is to insure 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.

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## **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,

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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 beginning in 2021 – 2022 school-year shall be \$38,800.

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

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

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

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

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

- G. **Ticket Taking/Event Help**

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

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

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

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

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

Compensation will be paid out during the following pay period.

Negotiated: 12/19

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

Staff Mileage Negotiated; 1996,

- I. Sponsor/Coach Transportation Pay for Driving Students to Activities:** Any staff member that drives students to activities will be paid at a rate equivalent to the “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. (2020-2021 rates=\$31.67)

Negotiated: 12/19

- J. Compensation for Covering a Class for an Absent Instructor:** Each certified instructor grades K-12 shall receive monetary compensation when asked to substitute or cover a class period for an absent instructor, thus giving up their plan period for that day. (Exception – Does not include covering for an absent Special Education Instructor who is using inclusion within the regular classroom). Compensation per class period will be determined as follows: 1/185 of Base Pay x 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 x Base Pay x 1/8

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

Any certified teacher who is asked to take on additional students while still responsible for their already scheduled class shall be paid at a rate of :1/185 x Base Pay x 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

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

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

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

Negotiated: 12/19

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

Negotiated: 12/19

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

Negotiated: 12/19

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## 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 2021-22 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 2021-2022 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 \$9,238.08, which may be taken in whole or in part as cash or applied to the purchase of additional insurance through the School District's Section 125 Plan.
- C. **Declination of Health Insurance Coverage and Cash-in-Lieu of Insurance Election.** A Teacher may decline the School District provided Employee ("self only") group health and dental insurance and receive a cash-in-lieu of insurance stipend in the amount of \$9,238.08 (\$769.84 per month), PROVIDED, that a Teacher shall not be permitted to decline Employee (self-only) tier group health and dental coverage unless said teacher has filed with the business office on the form provided by the School District an agreement providing (1) for an individual disclaimer which certifies that said teacher is covered by alternate health insurance coverage which provides at least "Bronze Level" health insurance coverage as defined under the Patient Protection and Affordable Health Care Act (PPACA); (2) that should the employee fail to obtain and maintain health insurance coverage as required by subparagraph (1) above at any time during the term of this Negotiated Agreement, the Faculty Member shall be deemed to have permanently waived his/her rights to decline health insurance coverage and receive a cash stipend, and shall be required to enroll Employee "self-only" under the School District's group health insurance coverage during the open enrollment period for such group plan for the ensuing contract year, and all subsequent years.
- D. **Reopener.** The School District and Malcolm Education Association agree to reopen this agreement for purposes of making any necessary adjustments to the cash-in-lieu plan fringe benefit stipend as necessary to establish an employer provided contribution to the cost of health insurance premiums for coverage through the School District's EHA group

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health plan under the PPACA as is necessary to avoid any and all penalties that could be assessed against the School District or Association under the PPACA.

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

- 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

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## ARTICLE VII

### Leaves

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

**Definitions:**

Family for Sick Leave:

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

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- 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). 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

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Family for Bereavement Leave:

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

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

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

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**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 four (4). If a teacher is to use all 4 days in a given year, one of the days must be used for a non-student contact day (workday or inservice), or to attend a Malcolm school event. Unused personal days will become sick days—not to exceed 45.

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

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

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

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

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

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

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

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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 2021 - 2022 school-year. It may be reopened at any time, in its entirety or any specific provision, by mutual agreement of the Association and the Board of Education.

Negotiated; 5/02,

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

## ARTICLE IX

### Document Authorization

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

**MALCOLM EDUCATION ASSOCIATION**

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

By: \_\_\_\_\_  
MEA President

By: \_\_\_\_\_  
Board of Education President

By: \_\_\_\_\_  
MEA Chief Negotiator

By: \_\_\_\_\_  
Board of Education Chief Negotiator

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Text of Page Approved: Bd \_\_\_\_\_ MEA \_\_\_\_\_

EXHIBIT A

**NEGOTIATED AGREEMENT**

**GRIEVANCE FORM**

DEPARTMENT \_\_\_\_\_

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

\_\_\_\_\_

Provision(s) of Negotiated Agreement Violated: EXHIBIT \_\_\_\_\_

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

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

Remedy Sought:

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

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

MEA       Legal Counsel       Myself  Other  
(specify) \_\_\_\_\_

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

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

This grievance was filed on \_\_\_\_\_ by: (check one)

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

PERSONAL DELIVERY

SIGNATURE OF GRIEVANT \_\_\_\_\_

4 X 4 Schedule--Base  
38,800

EXHIBIT  
B

38800	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
	38800	40352	41904	43456	45008	46560	48112	49664	51216
2	1.04	1.08	1.12	1.16	1.2	1.24	1.28	1.32	1.36
	40352	41904	43456	45008	46560	48112	49664	51216	52768
3	1.08	1.12	1.16	1.2	1.24	1.28	1.32	1.36	1.4
	41904	43456	45008	46560	48112	49664	51216	52768	54320
4	1.12	1.16	1.2	1.24	1.28	1.32	1.36	1.4	1.44
	43456	45008	46560	48112	49664	51216	52768	54320	55872
5	1.16	1.2	1.24	1.28	1.32	1.36	1.4	1.44	1.48
	45008	46560	48112	49664	51216	52768	54320	55872	57424
6	1.2	1.24	1.28	1.32	1.36	1.4	1.44	1.48	1.52
	46560	48112	49664	51216	52768	54320	55872	57424	58976
7	1.24	1.28	1.32	1.36	1.4	1.44	1.48	1.52	1.56
	48112	49664	51216	52768	54320	55872	57424	58976	60528
8		1.32	1.36	1.4	1.44	1.48	1.52	1.56	1.6
		51216	52768	54320	55872	57424	58976	60528	62080
9			1.4	1.44	1.48	1.52	1.56	1.6	1.64
			54320	55872	57424	58976	60528	62080	63632
10				1.48	1.52	1.56	1.6	1.64	1.68
				57424	58976	60528	62080	63632	65184
11					1.56	1.6	1.64	1.68	1.72
					60528	62080	63632	65184	66736
12						1.6	1.64	1.68	1.76
						62080	63632	65184	66736
13							1.64	1.68	1.8
							63632	65184	66736
14								1.72	1.84
								65184	66736
15									1.88
								68288	69840
16									1.92
									74496



# Exhibit

Position	YRS 1-3	YRS 4-6	YRS 7-9	YRS 10+	
Activities Director	0.165	0.18	0.195	0.21	
Asst. Activities Director	0.08	0.09	0.1	0.11	
Football Varsity Head	0.12	0.13	0.14	0.16	Varsity Head Coaches
Volleyball Varsity Head	0.12	0.13	0.14	0.16	
Girls Basketball Vars. Head	0.12	0.13	0.14	0.16	
Boys Basketball Vars. Head	0.12	0.13	0.14	0.16	
Wrestling Varsity Head	0.12	0.13	0.14	0.16	
Softball Head	0.1	0.11	0.12	0.14	
Baseball - MPS	0.1	0.11	0.12	0.14	
Cross Country Head	0.1	0.11	0.12	0.14	
Track Varsity Head	0.1	0.11	0.12	0.14	
Speech Head	0.08	0.085	0.09	0.1	
Music Instrumental	0.08	0.085	0.09	0.11	
Drama Head	0.06	0.065	0.07	0.08	
Music Vocal Indv/Group	0.06	0.065	0.07	0.09	
FBLA	0.06	0.065	0.07	0.08	
Skills USA	0.06	0.065	0.07	0.08	
Unified Bowling 1	0.01	0.01	0.015	0.02	
Unified Bowling 2	0.01	0.01	0.015	0.02	
HS Quiz Bowl	0.01	0.01	0.015	0.02	
Football Varsity Asst. 1	0.07	0.08	0.09	0.11	Varsity Assistant Coaches
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	
Softball Asst. 1	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	
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	
Volleyball JH Head	0.05	0.055	0.06	0.065	Jr High Head Coaches
Football JH Head	0.05	0.055	0.06	0.065	
G Basketball JH Head	0.05	0.055	0.06	0.065	
B Basketball JH Head	0.05	0.055	0.06	0.065	
Wrestling JH Head	0.05	0.055	0.06	0.065	
Track JH Head	0.05	0.055	0.06	0.065	
JH XC Head	0.05	0.055	0.06	0.065	
JH Quiz Bowl	0.01	0.01	0.015	0.02	
Volleyball JH Asst.	0.04	0.045	0.05	0.055	Jr High Assistant Coaches
Football JH Asst.	0.04	0.045	0.05	0.055	
G Basketball JH Asst.	0.04	0.045	0.05	0.055	
B Basketball JH Asst.	0.04	0.045	0.05	0.055	
Wrestling JH Asst.	0.04	0.045	0.05	0.055	
JH Track Asst. 1	0.04	0.045	0.05	0.055	
JH Track Asst. 2	0.04	0.045	0.05	0.055	
Strength & Conditioning	0.09				Sponsors
Cheer	0.09				
Yearbook	0.09				
Student Council 1	0.05				
Student Council 2	0.05				
Strive TV	0.02				
Teammates	0.02				
Senior Sponsor 1	0.01				
Senior Sponsor 2	0.01				
Senior Sponsor 3	0.01				
Senior Sponsor 4	0.01				
Junior Sponsor 1	0.015				
Junior Sponsor 2	0.015				
Junior Sponsor 3	0.01				
Junior Sponsor 4	0.01				
Sophomore Sponsor 1	0.01				
Sophomore Sponsor 2	0.01				
Sophomore Sponsor 3	0.01				
Sophomore Sponsor 4	0.01				
Freshmen Sponsor 1	0.01				
Freshmen Sponsor 2	0.01				
Freshmen Sponsor 3	0.01				
Freshmen Sponsor 4	0.01				
<b>Concessions Managers</b>	0.08				
<b>Concessions Asst. Manager</b>	0.04				

Exhibit D						
Cur. Base		Regular Season Weeks	Activity Salaries	Salary Per Week	(Potential) Additional Weeks (AW)	Postseason Compensation
\$38,800			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