

**Lincoln Public Schools  
Unified School District No. 298  
133 East Lincoln Avenue  
P.O. Box 289  
Lincoln, Kansas 67455  
Phone: (785) 524-4436**

**Certified Professional Employee's MASTER CONTRACT 2023-2024**

**Table of Contents**

Master Contract	page 3
Recognition	page 3
Definitions	page 3

**ARTICLE 1: SALARY AND WAGES**

Section A	Salary Schedule	page 5, Appendix A
Section B	Supplemental Salaries	page 5, Appendix B
Section C	Vacancies and Reassignments	page 5
Section D	Professional Development Plan	page 5
Section E	Late Resignations	page 5

**ARTICLE 2: HOURS AND AMOUNTS OF WORK**

Section A	Contract Duty Year	page 6
Section B	Contract Duty Day	page 6
Section C	Certified Professional Employee Planning and Preparation	page 6
Section D	Over-Load Assignment	page 6
Section E	Inclement Weather Closing(s)	page 7
Section F	Extended Contracts	page 7
Section G	Concurrent Classes	page 7

**ARTICLE 3: HOLIDAYS, VACATIONS and COMMITTEES**

Section A	Holidays	page 7
Section B	Vacations	page 8
Section C	Calendar Committee	page 8
Section D	Recruitment and Retention Committee	page 8

**ARTICLE 4: LEAVES**

Section A	Temporary Leave	page 8
Section B	Certified Professional Employee Leave	page 9
Section C	Jury Summons / Subpoena Leave	page 9
Section D	Military Duty Leave	page 10
Section E	Family and Medical Leave	page 10
Section F	Sick Leave Pool / Bank	page 10

Approved July 31, 2023

Section G      Bereavement Leave      page 11

**ARTICLE 5: RETIREMENT**

Section A	Notification	page 12
Section B	Normal Retirement	page 12
Section C	Early Retirement and Health Insurance	page 12

**ARTICLE 6: INSURANCE AND FRINGE BENEFITS**

Section A	Notice of Accidents	page 12
Section B	Health Insurance	page 12
Section C	Cafeteria Plan	page 13
Section D	COBRA Health Insurance Coverage	page 13
Section E	School District Activities	page 13

**ARTICLE 7: GRIEVANCE PROCEDURES**

Section A	Purpose	page 13
Section B	Grievance Procedures	page 14

**ARTICLE 8: DISCIPLINE PROCEDURE**      page 15

**ARTICLE 9: REDUCTION OF TEACHING STAFF**      page 16

**ARTICLE 10: EVALUATIONS**

Section A	Certified Professional Employee	page 17
-----------	---------------------------------	---------

**ARTICLE 11: BOARD BOOK**      page 18

**ARTICLE 12: THE AGREEMENT**

Section A	Scope of the Agreement	page 18
Section B	Duration of the Agreement	page 18

**OFFICIAL RATIFICATION SIGNATURES**      page 18

## **MASTER CONTRACT**

The Master Contract set forth herein shall be included by reference in the contracts of all Certified Professional Employees employed by Unified School District No. 298, who receive compensation on the Certified Professional Employees' salary schedule for the period of July 1, 2023 to June 30, 2024.

## **RECOGNITION**

The Board of Education (BOE) recognizes the Lincoln Teachers' Association (LTA) affiliated with the Kansas National Education Association, for the purpose of negotiation sessions under K.S.A. 72-5413 *et seq.*, as the exclusive representative for the Certified Professional Educators.

## **DEFINITIONS**

1. **DISTRICT:** Unified School District No. 298, Lincoln, Lincoln County, Kansas.
2. **BOARD:** The Board of Education of Unified School District No. 298, Lincoln, Lincoln County, Kansas.
3. **ASSOCIATION:** The Lincoln Teachers' Association, associated with KNEA and the National Education Association.
4. **ADMINISTRATIVE EMPLOYEE:** Any Certified Professional Employee who is employed by the Board of Education in an administrative capacity, i.e. Superintendent and Principals.
5. **CERTIFIED PROFESSIONAL EMPLOYEE (teacher):** Any person employed by the Board of Education in a position which requires a license issued by the State Board of Education or employed by the Board of Education in a professional, educational or instructional capacity and is on the salary schedule, but shall not mean any such person who is an administrative employee.
6. **CERTIFIED PROFESSIONAL INDIVIDUAL CONTRACTS:** The Certified Professional Employee's individual contract shall consist of the terms of the assigned professional teaching services and a designated number of contract days.
7. **SUPPLEMENTAL CONTRACT:** A Certified Professional Employee's contract(s) consisting of accepted services during hours that are in addition to those paid for in the professional educator's individual contract.
8. **SCHOOL IN SESSION:** Those hours during which students are required to attend classes, the student instructional day.
9. **CONTRACT YEAR:** That period of time specified on each Certified Professional Employee contract.
10. **CONTRACT DAYS:** Those days during a professional year on which assignments can be made and for which a Certified Professional Employee is paid to work. The hourly wage will be \$12.50 for time spent on Curriculum and Data Dissemination. All other time will be paid at the current rate of \$10.00 per hour.
11. **INSERVICE DAYS:** Those contract days when school is not in session which are used for assigned services.
12. **BUILDING WORKDAYS:** Days in the teaching contract year for classroom preparations, lesson plans, grading and assigned administrative meetings related to school improvement issues can be addressed. School improvement issues shall be defined as a collection of student data, group analysis of student data, group discussions about individual student academic performance needs, preparation for

- on-site visits, and development/follow-up of the building school improvement plan. No Certified Professional Employee shall be required to attend more than two (2) hours of assigned administrative meetings on a defined building workday.
13. **CERTIFIED PROFESSIONAL EMPLOYEE WORKDAYS:** Days in the teaching contract year for classroom preparations, lesson plans and grading. It will be free of assigned administrative meetings.
  14. **PLANNING AND PREPARATION TIME:** The time provided during the contract day for educational preparation and planning by the Certified Professional Educator.
  15. **LEAVE:** The Certified Professional Employee will be allowed twelve (12) days.
  16. **FULL KPERS RETIREMENT:** Eligible for retirement as defined by the Kansas Public Employees Retirement Act, K.S.A. 74-4901 et seq. and its related statutes and regulations.
  17. **DUTY FREE LUNCH:** Certified Professional Employee will be responsible for their students to and from the lunchroom.

## **ARTICLE 1: SALARY AND WAGES**

### **Section A Salary Schedule Appendix A**

Movement on the salary schedule one step down and one column movement across will be allowed for those individuals who have met the criteria for movement.

Individuals will have the direct deposit option for payroll.

### **Section B Supplemental Pay Schedule Appendix B**

The compensation of any part-time Certified Professional Employee performing a supplemental duty shall be based on the full value of that Certified Professional Employee's salary schedule cell placement.

The Board of Education, Administration, and LTA will work together to review the submitted supplemental job descriptions as needed. Supplemental job descriptions are located on the USD 298 website and on file at the Board of Education Office will be added to the Agreement and will be available to staff and perspective job applicants.

### **Section C Vacancies and Reassignments**

1. Certified Professional Employee vacancies will be posted internally and externally simultaneously. Current Certified Professional Employees with interest and/or certification in the vacant position will be given an opportunity to request consideration for transfer to fill those vacancies.
2. When changes of teaching, building, and/or room assignments are made, timely notice will be given to the affected Certified Professional Employees. Seniority, training qualifications, certification, interests, and evaluations will be considered in any professional reassignment.

### **Section D Professional Development Plan (PDP)**

1. PDP points earned for movement on the salary schedule will be limited to those needed to move across one (1) column per contract year. All points earned will count towards re-certification.

### **Section E Late Resignations**

1. Certified Professional Employees who resign after the 14<sup>th</sup> calendar day after the 3<sup>rd</sup> Friday in May will compensate the Board of Education, \$300.

Resignations received June 15th and after will owe the Board of Education, \$500. These amounts will be owed pending an actual release of contract by the Board of Education. The Board of Education may waive application of this clause.

## **ARTICLE 2: HOURS AND AMOUNTS OF WORK**

### **Section A Contract Duty Year**

1. The contract duty year shall not exceed 184 days as approved by the board taking into consideration the recommendations of the Calendar Committee. The minimum number of teacher contract days shall not be less than 180 days.
2. The contact duty year shall consist of student contact days as determined by the board; however, the maximum number of student days shall not exceed 178 days.
3. The contract duty year shall include a minimum of three (3) Certified Professional Employee workdays free of required administratively assigned duties.
4. The contract duty year shall include a minimum of three (3) in-service days and building workdays as administratively assigned.
5. The administration shall meet no later than November 1 with the Calendar Committee (Article 3, Section C).

### **Section B Contract Duty Day**

1. The contract duty day shall begin at 7:45 a.m. and end at 3:45 p.m.
2. Each Certified Professional Employee shall have a minimum twenty (20) minute duty free lunch period.

### **Section C Certified Professional Employee Planning and Preparation**

1. The contract duty day shall include a minimum of forty-five (45) minutes per day of planning and preparation time. It will be divided into no more than two (2) periods of no less than twenty (20) minutes. Travel time between buildings shall not be considered as part of a Teacher's preparation time.
2. All staff need to sign out upon leaving the building and sign in in upon returning.
3. The Certified Professional Employee may leave the premises if necessary but shall first advise the office staff of the need to be gone during such planning and preparation time, shall sign out upon departing and sign in upon returning.

### **Section D Over-Load Assignment**

DEFINITION: Overload assignment is defined as a teaching assignment in excess of what would normally be given. The Board of Education does not

encourage overload teaching assignments but recognizes that the best interest of all concerned might justify such an assignment.

1. Compensation of 1/7 contract pay will be given to any Certified Professional Employee asked to give up their plan period to teach an extra class.

#### **Section E Inclement Weather Closing(s)**

1. Certified Professional Employee attendance will not be required whenever student attendance is not required due to inclement weather conditions.
2. When students are not required to make up school days, Certified Professional Employees will not be required to make up the contract day.
3. Certified Professional Employees shall agree to make up student contact days/hours when days set aside or allocated for inclement weather have been exhausted by the district.

#### **Section F Extended Contracts**

1. The Board of Education may offer Certified Professional Employees extended contracts to perform primary duties. Compensation shall be the Certified Professional Employee's daily rate times the number of extended days. The Board of Education may reduce the number of extended days, as the Board of Education deems necessary; however, such reduction shall not be less than the standard contract as set forth in Article 2, Section A. 1. The Board of Education shall provide notice of any change in the extended contract by February 1.

#### **Section G Concurrent Classes**

1. The Board of Education agrees to pay 100% minus taxes of the amount the district receives in a given school year from colleges to certified teachers teaching concurrent courses.

### **ARTICLE 3: HOLIDAYS, VACATIONS and COMMITTEES**

#### **Section A Holidays**

During the professional year, the school district shall observe the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Good Friday or Monday after Easter Day (Per approved USD Calendar)
6. Memorial Day

## **Section B      Vacations**

During the professional year, the school district shall observe the following vacations:

1. Wednesday before Thanksgiving and the Friday after Thanksgiving
2. Christmas Eve, the Friday before Christmas Day, five days between Christmas and January 1
3. Spring Break

## **Section C      Calendar Committee**

A calendar committee consisting of Board of Education members, administrators and Certified Professional Employees shall review the calendar and submit input regarding recommended calendar(s) to the Board of Education not later than November 1st of each year. The Board of Education retains the sole right and discretion to adopt a final calendar taking into consideration the input / recommendations of the committee.

## **Section D      Committee to Study the Recruitment and Retention**

The Board of Education and the LTA will form a committee as needed to study the recruitment and retention of Certified Professional Employees in USD 298. The committee shall consist of two (2) each of Certified Professional Employees from the Elementary and Junior/Senior High School buildings and respective site councils, administrators and not more than two (2) Board of Education members. Recommendations will be provided to the Board of Education. The findings will not be included as part of the Negotiated Agreement. The committee will meet as long as the Board of Education and LTA mutually agree it remains beneficial to continue.

## **ARTICLE 4: LEAVES**

\*Administrators of USD 298 are allowed to utilize and participate in the provisions set forth in Article 4, Section F, Sick Leave Pool/Bank and Article 4, Section G, Bereavement Leave.

### **Section A      Temporary Leave**

Temporary Leave is defined as absence from duties for illness (personal or family), bereavement or personal business. The teacher will not be required to give specific reasons for Temporary Leave utilization. Teachers are granted Temporary Leave in the amount of twelve (12) days per year. Temporary Leave days not used will accumulate to a maximum of fifty-eight (58) days. A teacher may utilize Temporary Leave when reasonable notice is given to the building



principal or immediate supervisor. When possible, a minimum of three (3) days' notice prior to the use of the leave is requested. Teachers may take no more than seventy (70) days of leave in a contract year. Teachers may not use more than three (3) days consecutively for temporary leave, unless the Superintendent grants an exception. Unused leave over fifty-eight (58) days will be paid at a rate of \$57.50 per day. Upon official retirement from the district, teachers will be paid at the negotiated rate for any unused leave.

Temporary Leave shall not be taken:

1. During the first or last week of school;
2. Monday, Tuesday or Wednesday before Thanksgiving break;
3. The first day of school before or after a vacation or holiday, and / or
4. During scheduled in-service days.

It is the intent of the Board that the temporary leave be used to conduct personal business that could not be taken care of otherwise. The Superintendent may grant exceptions because of an emergency or extenuating circumstances.

#### **Section B      Certified Professional Employee Leave**

1. Each Certified Professional Employee may use two (2) days annually for professional improvement. Included are:
  - a. Special presentations made to colleagues out-of-district,
  - b. In-services that are part of the Certified Professional Employee's approved PDP plan, and / or
  - c. Visiting another school district for curriculum development and/or assessment.
2. Two (2) weeks' notice will be given to the building administrator.
3. Leave will be granted upon approval of the building administrator.
4. The building administrator may reject the request if a suitable substitute cannot be secured.
5. Meals (\$15.00 based on an 8-hour day), lodging (to be secured by the district) and mileage (at state rate if educator is supplying own car) will be provided by the district. (Mileage will not be paid to a Certified Professional Employee if district transportation is provided for professional leave and the Certified Professional Employee opts to use his/her own vehicle.)
6. Certified Professional Employee who receives financial compensation or enumeration for professional leave will retain the money for their own personal use.

#### **Section C      Jury Summons / Subpoena Leave**

1. A full-time Certified Professional Employee shall receive their regular pay while serving jury duty.

2. The Certified Professional Employee shall reimburse USD 298 all money received for jury duty except that amount allowed for meals and mileage.

#### **Section D      Military Duty Leave**

USD 298 will follow State and Federal Law concerning military duty leave. The Certified Professional Employee should fill out the Request for Leave/Report of Absence Form.

#### **Section E      Family and Medical Leave Act**

USD 298 will follow Federal Law concerning the Family and Medical Leave Act.

#### **Section F      Sick Leave Pool/Bank**

1. A Sick Leave Pool Bank shall be maintained by a committee of 3 Certified Professional Employees representing both LJSHS and LES, and the district superintendent. The committee will have administrative control of the sick leave pool/bank. All decisions rendered by the supervisory committee will be unanimous.
2. Membership in the Sick Leave Pool Bank requires the employee to donate 2 sick leave days from their personal sick leave each year until the employee has donated a total of six (6) days. Should the pool drop below 120 days during any year, then each current member shall donate one day to the sick leave pool in order to continue to be a member.
3. This Sick Leave Pool / Bank is available to eligible Certified Professional Employees. The Sick Leave Pool is intended for members who are taking time off for: maternity leave or adoption, an unplanned catastrophic personal illness, injury, disability or chronic illness, or for an immediate family member (Spouse, Child, Parent, Sibling) requiring critical care. The employee must have donated two (2) of their sick leave days and have exhausted all but three days (3) of the employee's accumulated personal and sick leave time prior to using the Sick Leave Pool / Bank.
4. Donations of sick leave days to the bank are nonrefundable and non transferable.
5. Grants of sick leave from the Sick Leave Pool shall not be made during any period the member is receiving disability benefits from Social Security, the state retirement plan, or those eligible to receive pay from Workers' Compensation.
6. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave hours, a family member or agent may file the request.

7. If the Sick Leave Bank Committee members determine it necessary, they may require a physician's certificate of condition from any member requesting additional leave. Refusal to comply will result in denial of the pending request for use of sick leave hours from the bank.
8. Any Certified Employee participating in the Sick Leave Pool may be granted up to a total of 20 days in one school year.
9. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery.
10. Family Critical Care Needs: The sick leave pool may be used for critical health care of an immediate family member (Spouse, Child, Parent, Sibling).
  - a. To be eligible to benefit from the policy, the family member must be critically ill and require the presence of the employee to care for him/her. Short-term child care because a person is out of sick leave is not within the scope of this policy.
  - b. The family member must be under a licensed health care provider's written recommendation. Formal documentation to support family care needs shall be included with the completed sick leave pool application form.
  - c. The committee has the discretion to seek additional information.
11. A participating Certified Professional Employee member must file a written request to the board office. The request for sick days' form must be filed no later than ten (10) calendar days of returning to work. Included should be an explanation of the needed days. In an extreme situation application can be made after the lost time for the illness and request can be considered retroactive.
12. At the end of each contract year, the unused days in the Sick Leave Pool shall be carried over into the pool for the next contract year.
13. The Sick Leave Pool Committee may make exceptions to Sick Pool Policy in extenuating circumstances with a unanimous vote.

## **Section G Bereavement Leave**

1. A Professional Employee shall be granted leave for funerals of immediate family (Spouse, Child, Parent, Sibling). The Professional Employee will notify their immediate supervisor of the need to be absent for bereavement leave. Bereavement leave is subject to the following limitations:
  - a. Maximum of five (5) days per occurrence. Such days need not be consecutive.
  - b. Maximum of ten (10) days per contract year.
  - c. Additional bereavement leave for extenuating circumstances may be granted by the administrative team and will be chargeable to accumulated leave. When death occurs to someone

other than the defined immediate family, a Professional Employee attending such a funeral will be allowed the option of using personal or unpaid leave.

## **ARTICLE 5: RETIREMENT**

### **Section A Notification**

1. Each Certified Professional Employee, upon request, shall be provided with timely and accessible information needed regarding the procedures required and expected by the employer and/or district's designated agent when anticipating retirement.

### **Section B Normal Retirement**

1. A Certified Professional Employee applying for retirement shall have the responsibility to provide all facts and information necessary to prove eligibility and to determine benefits to be paid. The forms will be provided by the district business office.
2. Applications for retirement must file a written resignation letter on or before February 15.
3. Sick leave buy back @ \$57.50 per day for accumulated sick leave (maximum 70 days) will be paid to Certified Professional Employee who qualifies for full KPERs retirement.
4. An eligible employee who notifies the Board of Education of their intentions to retire by the February 15 deadline will be compensated \$300. This payment is conditional on the actual retirement of the eligible employee.

### **Section C Early Retirement and Health Insurance**

1. USD 298 allows for retirees of USD 298 and their spouses to continue participation at their expense in the group health insurance plan until such time as the retiree/spouse reaches age sixty-five (65).
2. After age sixty-five (65), the retiree and/or spouse may remain covered by the USD 298 group health insurance plan. This is in accordance with the guidelines of Blue Cross/Blue Shield Health Insurance.

## **ARTICLE 6: INSURANCE AND FRINGE BENEFITS**

### **Section A Notice of Accidents**

Certified Professional Employee must notify the employer within twenty (20) days of an accident or the claim may be barred (USD 298 Policy GAOE). Additional information about your rights and responsibilities under worker's compensation may be obtained from your building Principal or the district office.

**Section B      Health Insurance**

1. The Board of Education will pay \$350.00 per month toward the purchase of a health insurance policy in the school health plan on a use-it or lose-it basis for the 2023-24 school year.
2. Certified Professional Employee will be given the opportunity to choose options from a board approved vendor.
3. USD 298 will not pay cash in lieu of health insurance.
4. In the event a refund of premium is issued to the school district health insurance group plan, such refund shall be returned to the health insurance company in an effort to reduce future premiums.

**Section C      Cafeteria Plan**

1. USD 298 Board of Education has established an employee Sec. 125 Cafeteria fringe benefit plan with Pathway Financial Solutions. A Certified Professional Employee, by reducing his/her salary, may receive selected benefits free of federal and state income taxes and social security taxes (FICA).
2. The plan year begins September 1 of the current school year and runs through August 31. Certified Professional Employees are given an opportunity to participate in the Sec. 125 plan by completing a benefit selection form. The benefit selection form must be completed prior to the beginning of the plan year.

**Section D      COBRA Health Insurance Coverage**

1. Public Law 99-272, Title X, and Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) will be complied with.
2. Certified Professional Employees who leave employment with USD 298 are eligible for 18 months of COBRA health insurance coverage upon the employee paying the monthly premium.

**Section E      School District Activities**

1. All Certified Professional Employee shall be issued a staff pass and a pass for his/her spouse.
2. These passes allow admission to all Lincoln Jr. / Sr. High School sponsored activities (except for KSHSAA sponsored tournaments, Northern Plains League, Pike Trail League Tournaments and Lincoln High School Play and / or Musical).

**ARTICLE 7: GRIEVANCE PROCEDURES**

## **Section A Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Certified Professional Employee. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. The term "grievance" shall not apply to any matter as to which the method of review is prescribed by law, or the Board of Education is without authority to act.

## **Section B Grievance Procedures**

1. Level One - Building Principal
  - a. Any Certified Professional Employee within the bargaining unit may, in writing, present a grievance to the Principal of the school within thirty (30) days following knowledge of the act or condition which is the basis of the complaint. The Certified Professional Employee and the Principal of the school shall confer within five (5) school days of the receipt of the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the Certified Professional Employee must appear personally and may be represented by a Certified Professional Employee of the bargaining unit or counsel of his/her choice.
  - b. The Principal of the school will communicate his/her decision in writing together with the supporting reasons, to the aggrieved Certified Professional Employee, and to the Superintendent of Schools within five (5) days following the conference.
2. Level Two - Superintendent
  - a. If the grievance is not resolved at Level One, the aggrieved Certified Professional Employee may appeal to the Superintendent within six (6) school days after the Certified Professional Employee has received the decision of the Principal. The appeal shall be in writing, and shall set forth specifically the act or condition and the grounds on which the grievance is based.
  - b. The Superintendent shall meet and confer with the aggrieved Certified Professional Employee on the grievance within ten (10) school days of the receipt of the appeal with a view to arriving at a mutually satisfactory solution of the grievance. The Certified Professional Employee shall be given at least three (3) school days' notice of the conference. The Certified Professional Employee shall be present at the conference, and may be represented by a Certified Professional Employee of the bargaining unit or counsel of his/her choice except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this agreement.

- c. Notice of the conference shall also be given to the Principal of the school who rendered the decision at Level One, and the Principal may be present at the conference to state his/her views.
  - d. The Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the Certified Professional Employee and his/her representative, if any, within ten (10) school days following the conference. The Principal, who rendered the decision at Level One, shall also receive a copy of the decision.
3. Level Three - Board of Education
- a. If the grievance is not resolved at Level Two, the Certified Professional Employee may appeal from the decision of Level Two, to the board within (10) days after the decision of the Superintendent has been received. The appeal shall be in writing, and shall set forth specifically the reasons for the appeal.
  - b. The Board of Education shall meet and confer with the aggrieved Certified Professional Employee with a view to arriving at a mutually satisfactory solution of the complaint, within twenty-five (25) school days of the receipt of the appeal.
  - c. The Certified Professional Employee shall be given at least five (5) school days' notice of the conference.
  - d. The Certified Professional Employee shall appear and may be represented by a Certified Professional Employee of the bargaining unit or counsel of his/her choice.
  - e. The Certified Professional Employee may present witnesses at the conference with the Board of Education.
  - f. Notice of the conference shall also be given to the Principal and the Superintendent who may be present at the conference to state their views.
4. If, in the judgment of the association, a grievance affects a group or class of Certified Professional Employee, the association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
5. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
6. The Board of Education and administration, and the Certified Professional Employee and his/her counsel will cooperate in the investigation of any grievance. The Board of Education and/or administration will furnish information that is relevant to the grievance being considered upon request by the member or his/her counsel. The Certified Professional Employee and/or his/her counsel will furnish information that is relevant to the grievance being considered upon request by the Board of Education or the administration.
7. Should a conference or hearing be held under the grievance procedure that requires a Certified Professional Employee and/or the Certified Professional Employee's counsel to be absent from their regular assignment, they shall be released without loss of pay or benefits.

8. No reprisal of any kind will be taken by the Board of Education or the school administration against any Certified Professional Employee because of his/her participation in any grievance procedure provided herein.

## **ARTICLE 8: DISCIPLINE PROCEDURE**

The parties recognize the authority of the administration and Board of Education to discipline, suspend, discharge, non-renew or take other appropriate corrective action against a teacher. If a Certified Professional Employee is to be discharged or non-renewed, he/she will be afforded those protections conferred in current State statutes. None of the procedures set forth in this provision will apply to discharge or non-renewal.

Discipline procedures in lieu of suspension, discharge or non-renewal will include, but are not limited to, oral and written warnings and reprimands as deemed appropriate by the administrator imposing the discipline.

If a Certified Professional Employee is to be subject to discipline or other appropriate corrective action, the following procedures shall apply:

1. The Certified Professional Employee shall be provided notice of the proposed discipline prior to the imposition thereof.
2. The Certified Professional Employee shall have the right to meet with the administrator proposing the disciplinary action.
3. The Certified Professional Employee shall have the right to respond in writing to the proposed discipline.
4. The Certified Professional Employee shall have the right to request a review of the proposed discipline by the Superintendent.
5. The Certified Professional Employee shall have the right to request a review of the proposed discipline by the Board of Education if the Certified Professional Employee is not satisfied with the Superintendent's decision.
6. The Certified Professional Employee shall have the right to have a representative assist in the discipline process. However, given the confidential nature of the process, the Certified Professional Employee must provide a written release naming the representative and authorizing such participation.
7. All discipline actions taken shall be placed in the Certified Professional Employee's personnel file and shall include any written response provided by the Certified Professional Employee.
8. If the behavior resulting in the disciplinary action reoccurs, the disciplinary action placed in the Certified Professional Employee's personnel file shall be retained permanently.
9. All parties understand that no aspect of discipline or discipline procedures is grievable.

## **ARTICLE 9: REDUCTION OF TEACHING STAFF**



If the Board of Education decides that the size of the Certified Professional Employee staff must be reduced, the following steps will be utilized by the district's administrative staff to reduce the Certified Professional Employee staff:

1. To determine the number of Certified Professional Employee positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the Board of Education. The number of Certified Professional Employee needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals as determined by the board.
2. The educational goals and needs of the district, individual certifications, qualifications, training, skills, longevity with the district, and evaluations shall be considered. Evaluation forms and the staff person's overall contribution to the district will be used to measure each staff member's teaching ability. Prior evaluations, certification, and Certified Professional Employee assignments shall also be considered.
3. Insofar as possible reduction of staff shall be accomplished in the following order:
  - a. Attrition due to resignations and retirement.
  - b. If all of the Certified Professional Employees have similar certifications, qualifications, training, skills, longevity, evaluations and interests, the Certified Professional Employee (s) who best meet(s) the needs of the district, considering the factors outlined above, will be retained. (Amended August, 2016)
4. Any Certified Professional Employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the Certified Professional Employee would qualify. Certified Professional Employee who may be eligible for reemployment are required to notify the district of their current address. The Superintendent will recommend to the Board of Education reinstatement of any Certified Professional Employee he/she deems qualified and able to serve the best interests of the district. The Board of Education shall not be required to consider reinstatement of any Certified Professional Employee after a period of one school year from the date of non-renewal.

## **ARTICLE 10: EVALUATIONS**

### **Section A      Certified Professional Employee**

The Certified Professional Employee will be evaluated on a time schedule which is at least equal to the state requirements. Observation of the professional performance for the purpose of formal evaluation of a Certified Professional Employee shall be conducted openly and with knowledge of the teacher. The Certified Professional Employee member and the administrator will review the evaluation together during a conference. The Certified Professional Employee is

Approved July 31, 2023

allowed to respond, in writing, to any comments in the evaluation following the formal evaluation conference.

## ARTICLE 11: BOARD BOOK

USD 298 Board of Education will provide a free board book to LTA each month.

## ARTICLE 12: THE AGREEMENT

### Section A Scope of the Agreement

It is agreed that the items listed above constitute the negotiations in its entirety, and the agreement may not be amended during the term of the agreement except by mutual consent, with any such amendment executed in writing and ratified by both parties.

### Section B Duration of the Agreement

The provisions of this agreement will be effective as of the 1st day of July, 2023, and shall continue and remain in force and effect as binding on the parties until the 30th of June, 2024.


The above negotiations agreement is hereby officially ratified by the signatures of:

For the Board of Education

  
\_\_\_\_\_  
President USD 298  
8-1-23

Date


For the Lincoln Teachers' Association

  
\_\_\_\_\_  
LTA President  
8-1-23

Date

Attest:

  
\_\_\_\_\_  
Clerk USD 298

  
\_\_\_\_\_  
LTA Secretary

NEGOTIATED AGREEMENT

between

THE LINCOLN TEACHERS ASSOCIATION

and

THE BOARD OF UNIFIED SCHOOL DISTRICT NO. 298

LINCOLN, KANSAS

Approved July 31, 2023

[Ratified by the Board of Education, 07/31/2023]

[Ratified by the Lincoln Teachers Association, 07/31/2023]

Appendix A

Rule 10 Base 34713		BS	BS+9	BS+18	BS+27	BS+36	MS	MS+10	MS+20	MS+30	MS+45	MS+60
Step		BS	BS+9	BS+18	BS+27	BS+36	MS	MS+10	MS+20	MS+30	MS+45	MS+60
2		38832	39332	39832	40332	40832	41832	42332	42832	43332	43832	44332
3		39332	39832	40332	40832	41332	42332	42832	43332	43832	44332	44832
4		39832	40332	40832	41332	41832	42832	43332	43832	44332	44832	45332
5		40332	40832	41332	41832	42332	43332	43832	44332	44832	45332	45832
6		40832	41332	41832	42332	42832	43832	44332	44832	45332	45832	46332
7		41332	41832	42332	42832	43332	44332	44832	45332	45832	46332	46832
8		41832	42332	42832	4332	43832	44832	45332	45832	46332	46832	47332
9		42332	42832	43332	43832	44332	45332	45832	46332	46832	47332	47832
10		42832	43332	43832	44332	44832	45832	46332	46832	47332	47832	48332
11		43332	43832	44332	44832	45332	46332	46832	47332	47832	48332	48832
12		43832	44332	44832	45332	45832	46832	47332	47832	48332	48832	49332
13			44832	45332	45832	46332	47332	47832	48332	48832	49332	49832
14				45832	46332	46832	47832	48332	48832	49332	49832	50332
15				46332	46832	47332	48332	48832	49332	49832	50332	50832
16					47332	47832	48832	49332	49832	50332	50832	51332
17					47832	48332	49332	49832	50332	50832	51332	51832
18					48332	48832	49832	50332	50832	51332	51832	52332
19						49332	50332	50832	51332	51832	52332	52832
20						49832	50832	51332	51832	52332	52832	53332
21						50332	51332	51832	52332	52832	53332	53832
22							51832	52332	52832	53332	53832	54332
23								52832	53332	53832	54332	54832
24									53832	54332	54832	55332
25									54332	54832	55332	55832
26									54832	55332	55832	56332
27												56832

MS + 60 at step 27 prior to 2023-2024 will receive \$800.00 as a one time stipend for the 2023-2024 school year paid in January 2024

## Supplemental Salary Schedule

Percentage Applicable to Salary Schedule position

### HIGH SCHOOL

Football (Jr/Sr High Combined)	
Head Coach.....	11%
Assistant Coach.....	7%
Basketball	
Head Coach.....	11%
Assistant Coach.....	7%
Track (Jr/Sr High Combined)	
Head Coach.....	10%
Assistant Coach.....	7%
Volleyball	
Head Coach.....	10%
Assistant Coach.....	7%
Cross Country (Jr/Sr High Combined)	
Head Coach.....	7%
Cheerleading.....	8%
Key Club.....	1 %
Student Council.....	1 ½%
Academic Bowl.....	4%
Concessions.....	5%
Activities Director.....	12%
Forensics.....	6%
Digital Media.....	8%
National Honor Society.....	1 ½%
Play Director.....	5%
Senior Class Sponsor.....	2%
Head Junior Class Sponsor.....	3%
Asst Junior Class Sponsor.....	2%
Sophomore and Freshman Class Sponsor.....	1/2%
Instrumental Music/Pep Band.....	9%
Vocal Music.....	4%
FFA.....	11%

### JUNIOR HIGH

Basketball	
Head Coach.....	7%
Assistant Coach.....	5%
Volleyball	
Head Coach.....	7%
Assistant Coach.....	5%
Cheerleading.....	4%
Academic Bowl.....	2%

### ELEMENTARY SCHOOL

Concessions.....	1.5%
------------------	------