

**Lincoln Public Schools
Unified School District No. 298
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Certified Professional Employee's MASTER CONTRACT

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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, 2019 to June 30, 2020.

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 K-NEA 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. Current Certified Professional Employees certified in the vacant area will be informed of vacancies in the district and be given an opportunity to request consideration or transfer to fill those vacancies before public notification of 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 June 1st and before or on June 14th 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 consist of days in the approved yearly calendar.
2. The contract duty year shall consist of student contact days and shall be inclusive of a minimum of three (3) Certified Professional Employee workdays free of required administratively assigned duties.
3. The contract duty year shall include a minimum of three (3) in-service days and building workdays as administratively assigned.
4. 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 signing 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 50% 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

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 \$35 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.

Exception to Temporary Leave Policy: Certified Staff members will be granted at the minimum of half-day but not to exceed one (1) day Temporary Leave (except for the first and last student contact day and in-service days) to attend their children's activities and / or athletic events during USD 298 school hours (7:45 am – 3:45 pm) by completing the appropriate Leave Request. *This provision shall be in effective through June 30, 2020 and will not be included in the negotiated agreement in subsequent years unless specifically agreed by both the board and the association through negotiation and mutual ratification.*

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

1. Certified Professional Employees are entitled to military leave under the Uniformed Services Employment and Re-Employment Act of 1994. The Act applies to military service that began on or after December 12, 1999, or military service that began before December 12, 1994, if the Certified Professional Employee was a reservist or National Guard member who provided notice to the employer before leaving work.
2. Re-employment rights extend to persons who have been absent from work because of “service in the uniformed services”. The uniformed services consist of the following military branches:
 - a. Army, Navy, Marine Corps, Air Force or Coast Guard
 - b. Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve
 - c. Army National Guard or Air National Guard
 - d. Commissioned Corps of the Public Health Service
 - e. Any other category of persons designated by the President in time of war or emergency
3. “Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:
 - a. Active duty
 - b. Active duty for training
 - c. Initial active duty for training
 - d. Inactive duty training
 - e. Full-time National Guard duty
 - f. Absence from work for an examination to determine a person’s fitness for any of the above types of duty

The Certified Professional Employee should fill out the Request for Leave/Report of Absence Form.

Section E Family and Medical Leave Act

The Certified Professional Employee is entitled to family and medical leave as defined under current law, United States Department of Labor Public Law 103-3 and USD 298 Lincoln Board Policy GARI.

Section F Sick Leave Pool/Bank

1. A sick leave pool/bank shall be maintained by the Certified Professional Employees.
2. A supervisory committee will have administrative control of the sick leave pool/bank. The committee shall include a Certified Professional Employee member from the grade school, one from the high school, and the Superintendent of Schools. All decisions rendered by the supervisory committee will be unanimous.
3. The sick leave pool/bank is available to eligible Certified Professional Employee members who exhaust leave from a catastrophic event due to a lengthy hospitalization, illness, or death of an immediate family member (spouse, father, mother, brother, sister, child, step-child, in-laws, or a relative whose required residence is in the home of the employee).
4. Normal maternity leave will not be considered by the sick leave committee. Maternity leave with extenuating circumstances documented by a licensed physician may be reviewed for sick leave pool/bank approval.
5. Personal leave, doctor's visits or job interviews will not be approved.
6. Certified Professional Employees who wish to draw from the sick leave pool/bank must donate a minimum of six (6) days. Any Certified Professional Employees who have been employed for less than six (6) years may participate in the sick leave pool/bank from date of initial hire by contributing not less than one (1) nor more than two (2) days per year until six (6) days have been contributed. Once a Certified Professional Employee's contribution to the sick leave pool/bank meets or exceeds six (6) days, no further contributions are necessary to participate in the sick leave pool/bank. If the total number of days in the sick leave pool/bank drops below one hundred fifty (150) days, all participating Certified Professional Employees must contribute not less than one (1) nor more than two (2) days per year until the total number of days in the sick leave pool/bank reaches at least two hundred (200) days. Donations are voluntary. It is not the intention of the Sick Leave Bank to replenish sick leave days. Donated leave cannot be reclaimed by donor.
7. A participating Certified Professional Employee member must apply in writing to use days from the bank and give to the board office. The request for sick days' form must be filed within 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.
The maximum number of days that can be used by a Certified Professional Employee will be determined by the consecutive number of years you have contributed to the sick leave pool/bank.
 - a. Year 1 - 10 days
 - b. Year 2 - 15 days
 - c. Year 3+ - 20 days

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 Mandatory Retirement

1. Certified Professional Employee shall be protected against age discrimination absent any just cause.

Section C 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 May 15.
3. Sick leave buy back @ \$35 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. If the Board of Education is notified by March 15 and the application is accepted, the eligible employee will be compensated \$200. If the Board of Education is notified by April 15 and the application is accepted, the eligible employee will be compensated \$100. This payment is conditional on the actual retirement of the eligible employee.

Section D Early Retirement

A voluntary early retirement incentive plan has been adopted with the Board of Education making final determination of eligibility as identified within this article for Certified Professional Employees.

1. Eligibility: This plan is available to all certified employees who have met the following requirements.
 - a. Employee must work through the end of the contract year in which he/she meets requirements of full KPERS retirement.
 - b. Employee must have at least 10 years of full-time service with USD 298 immediately prior to obtaining the requirements of Section A.

2. Procedural Requirements:

- a. An employee seeking the early retirement incentive shall make application with the Superintendent by February 15th of the school year immediately prior to the school year when the benefits are to begin. A later date may be mutually agreed upon, if approved by the Board of Education. (An application form will be provided by the school district.)
- b. An eligible employee applying for early retirement shall have the responsibility of providing all facts and information necessary to prove eligibility and to determine the level of benefits paid.
- c. An eligible employee who notifies the Board of Education of their intentions to retire by the February 15 deadline will be compensated \$300. If the Board of Education is notified by March 15 and the application is accepted, the eligible employee will be compensated \$200. If the Board of Education is notified by April 15 and the application is accepted, the eligible employee will be compensated \$100. This payment is conditional on the actual retirement of the eligible employee.

3. Benefits:

- a. An eligible retiree will be entitled to 10% of their final contracted annual salary but no more than \$3000 per year from the year of retirement until the age of 65.
 - b. The early retirement benefits shall be payable by the school district in annual payments on or before July 15. Payments will be made into the district's established post retirement 403(b) plan according to the schedule outlined above but not to exceed the retirement year and 5 years thereafter.
 - c. Payments lasting longer than the year of retirement and 5 years thereafter will be compressed to meet the IRS post retirement funding rules as stated in (b).
 - d. The Board of Education will contribute up to \$20 a year per enrollee for administrative fees associated with the plan.
 - e. Upon death of the retired employee, all retirement benefits cease.
4. An employee taking early retirement from USD 298 shall constitute a cancellation of further financial obligations to the employee. Substitute teaching, paraprofessional positions, or extra duty assignments shall not be considered regular employment.
5. The Board of Education may vote to cancel the early retirement program at any time prior to January 15 of the current school year. Upon cancellation, termination of the program will take effect 18 months from the January 15 date. If at any time any provisions of this plan are deemed in violation of any state or federal laws, the Board of Education can choose to terminate the plan.

Section E 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 ten (10) days of an accident or the claim may be barred. Additional information about your rights and responsibilities under worker’s compensation may be obtained from your building Principal or the district office.

Section B Coverage

- 1. Benefits are for personal injury from an accident or occupational disease arising out of and in the course of employment with the district. Injuries which occur during recreational or social events under circumstances where the Certified Professional Employee is not under duty to attend, and where the injury did not result from the performance of tasks related to normal job duties are not covered under worker’s compensation.
- 2. The district reserves the right to get a second opinion on all Certified Professional Employee workers compensation claims and may exercise their right to accept the lowest bid for services. No Certified Professional Employee is to seek medical services (except in case of emergency) without completing the required medical accident form in advance of the physician office visit. The district will not pay claims without prior notice of accident or injury. No bills will be allowed without paperwork.

Section C Health Insurance

- 1. The Board of Education will pay \$430.45 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 2019-20 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 D 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 E 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.

Section F 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 K.S.A. 72-5436 *et seq.* 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 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, 2019, and shall continue and remain in force and effect as binding on the parties until the 30th of June, 2020.

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

For the Board of Education

[Signature]
President USD 298
9.20.2019
Date

For the Lincoln Teachers Association

Melodee Larsen
LTA President
9.20.2019
Date

Attest:

[Signature]
Clerk USD 298

Kae Hayward
LTA Secretary

NEGOTIATED AGREEMENT
between
THE LINCOLN TEACHERS ASSOCIATION
and
THE BOARD OF UNIFIED SCHOOL DISTRICT NO. 298
LINCOLN, KANSAS

[Ratified by the Board of Education, 9/20/2019]

[Ratified by the Lincoln Teachers Association, 9/20/2019]

USD 298 – HEAD COACH – JOB DESCRIPTION

JOB TITLE: Head Coach (basketball, baseball, cross country, football, softball, track, volleyball, wrestling)

QUALIFICATIONS:

1. Certified staff member or high school diploma or equivalent.
2. Successfully complete KSHSAA Rule 10 Classes if not a certified staff member.
3. Demonstrates interest in working with children and youth.
4. Ability to demonstrate an understanding, patient, warm and receptive attitude toward children and youth.
5. Ability to maintain cooperative working relationships with students, staff, parents, and the general public.
6. Documented information to indicate aptitude & knowledge for the work/sport to be performed.
7. Meets other requirements set forth by local policies.

RESPONSIBLE TO: Building Principal and Athletic Director

JOB GOAL: To teach the fundamentals and skills needed to assist the student-athlete improve on an individual basis in each sport offered by the district. To help provide a well-organized, smooth-functioning, athletic environment in which students can take full advantage of the district sports program.

PERFORMANCE RESPONSIBILITIES:

1. Has full responsibility for the overall supervision of his/her program.
2. Is in charge of assignments and duties of assistant coaches working in his/her sport.
3. Is responsible for keeping practice periods for his/her sport within the guidelines of the time specified by the building principal/AD and Board policies.
4. Is responsible for successfully passing KSHSAA rules test and attending all required KSHSAA meetings.
5. Keeps the building principal/AD informed of practice schedules during any holiday periods.
6. Is responsible for the general upkeep and supervision of equipment under his/her jurisdiction.
7. Reports weekly while his/her sport is in season, to the principal or Athletic Director in regard to the developments of his/her program.
8. Is directly responsible for a complete inventory of the equipment used for his/her sport, to be made at the end of each season.
9. Instructs player in fundamentals, skills and rules of the game, rules changes, new developments, and innovative ideas.

2019-20 SUPPLEMENTAL SALARY SCHEDULE

Specific Supplemental Salaries Percentage Applicable
To Experience Scale

HIGH SCHOOL

*Head Coach.....	Football.....	10%
*Head Coach.....	Basketball.....	11%
*Head Coach.....	Wrestling.....	11%
*Head Coach.....	Track.....	9%
*Head Coach.....	Volleyball.....	10%
*Head Coach.....	Baseball/Softball.....	7%
*Coach.....	Golf.....	6%
*Coach.....	Cross Country.....	7%
Assistant Coach.....	Football.....	7%
Assistant Coach.....	Basketball.....	7%
Assistant Coach.....	Wrestling.....	7%
Assistant Coach.....	Track.....	7%
Assistant Coach.....	Volleyball.....	7%
Assistant Coach.....	Baseball/Softball.....	5%
Sponsor.....	Cheerleading.....	9%
Sponsor.....	Kay Club.....	1 1/2%
Sponsor.....	Student Council.....	1 1/2%
Sponsor.....	Academic Bowl.....	4%
Concessions.....		5%
Debate.....		4%
Director of Activities.....		12%
Forensics.....		6%
Journalism.....		5%
National Honor Society.....		1 1/2%
Play Director.....		5%
Tech Coordinator.....		5%
Yearbook.....		5%
Senior Class Sponsor.....		2%
Head Junior Class Sponsor.....		3%
Asst Junior Class Sponsor.....		2%
Sophomore and Freshman Class Sponsors.....		1/2 %

JUNIOR HIGH SCHOOL

*Head Coach.....	Football.....	7%
*Head Coach.....	Basketball.....	7%
*Head Coach.....	Wrestling.....	3%
*Head Coach.....	Track.....	5% ***
*Head Coach.....	Volleyball.....	7%
*Coach.....	Cross Country.....	3%
Assistant Coach.....	Football.....	5%
Assistant Coach.....	Basketball.....	5%
Assistant Coach.....	Wrestling.....	2%
Assistant Coach.....	Volleyball.....	5%
Sponsor.....	Cheerleading.....	4%
Sponsor.....	Academic Bowl.....	2%
*** Jr. High Track	3% if any portion of practice is conducted during any part of the school day. 5% if all practice occurs outside of the school day.	

Instrumental Music.....	12%
Vocal Music.....	6%

ELEMENTARY SCHOOL

Concessions.....	1%
Elementary Yearbook.....	1%

--Certified teachers travelling between buildings will be reimbursed at the state approved mileage rate.
--Every teacher's job includes duties of a various nature beyond the primary duty of teaching classes. These duties as assigned are a part of the contract day and do not command supplemental payments.

10. Conducts parent meetings to explain rules and policies and the way communication is to take place within the athletic program.
11. At the end of his/her season, creates an annual report evaluating his/her program and making recommendations for improvements.
12. Is responsible for keeping records as requested by the building principal and AD with regard to the developments in his/her program and submitting a budget request for his/her sport to the principal and AD.
13. Has the main responsibility to strive to build good sportsmanship and developing good public relations in the school and community.
14. Fills out and submits accident reports to the building principal/AD and superintendent for each athletic injury sustained by a student.
15. Is responsible for assuring that his/her assistant knows the rules in KSHSAA Handbook and at all times abides by them.
16. Is responsible for attending required NPL meetings to promote student athletes for all-league honors.
17. Is responsible for teaching the fundamentals and skills of the sport in which they are coaching.
18. Works with assistant coaches and junior high coaches to develop an overall plan for the sport with they are coaching. (HS works to establish philosophy for entire program)
19. Is responsible for seeing that each athletic participant has had a physical examination for the current school year, prior to competing in the sport.
20. Is responsible for the general health and welfare of students his/her sport and gives appropriate attention to athletes who are injured, ill or otherwise incapacitated.
21. Is responsible for the actions and conduct of his/her team whenever they are under his/her jurisdiction.
22. Is responsible for seeing that the members of his/her teams are dressed appropriately for trips to other schools.
23. Is responsible for clearing with the principal/AD the departure time for trips that involves loss of school time; and for seeing that the faculty is given adequate notice.
24. Is responsible for seeing that all participants have transportation home when returning from road trips in late evening hours.
25. Makes recommendations for letter award, and is responsible for clarification of the award policy to athletes.
26. Hands out awards and maintains records for award programs at the end of season.
27. Shall take appropriate action to see that his/her play areas, shower, and locker room are clean and safe for student participants.
28. Is responsible for explaining all district policies, team rules and KSHSAA regulations to all members of the team and parents of the team.
29. Occasionally requires moving, lifting, carrying, pulling or pushing heavy to very heavy work objects or materials. Heavy work load is exerting 50 to 100 pounds

of force occasionally, and 25 to 50 pounds of force frequently, and / or 10 to 20 pounds of force constantly to move objects.

30. Supports the philosophy and mission of Lincoln Public Schools.
31. Perform any additional duties as assigned by administration.

EVALUATION:

Performance of this job will be evaluated by the building principal and athletic director in accordance with provision of the Board's policies.

TERMS OF EMPLOYMENT:

For each season, salary, benefits and working condition to be established by the Board and in relevant areas those items contractually agreed by the Lincoln U.S.D. No. 298 School Board and the Lincoln Schools Negotiated Agreement.

USD 298 - ASSISTANT COACH - JOB DESCRIPTION

JOB TITLE: Assistant Coach (basketball, baseball, cross county, football, softball, track, volleyball, wrestling)

QUALIFICATIONS:

1. Certified staff member or high school diploma or equivalent.
2. Successfully complete KSHSAA Rule 10 Classes if not a certified staff member.
3. Demonstrate interest in working with children and youth.
4. Ability to demonstrate an understanding, patient, warm and receptive attitude toward children and youth.
5. Ability to maintain cooperative working relationships with students, staff, parents, and the general public.
6. Documented information to indicate aptitude & knowledge for the work/sport to be performed.
7. Meet other requirements set forth by local policies.

RESPONSIBLE TO: Building Principal, Athletic Director, and Head Coach

JOB GOAL: To teach the fundamentals and skills needed to assist the student-athlete improve on an individual basis in each sport offered by the district. To help provide a well-organized, smooth-functioning, athletic environment in which students can take full advantage of the district sports program.

PERFORMANCE RESPONSIBILITIES:

1. Assists the head coach in proper registration of all athletes.
2. Assists the head coach in the systematic issuance and monitoring of equipment.
3. Assists the head coach in providing accuracy information needed to compile eligibility lists and other reports.
4. Complies with all district and KSHSAA policies, rules, & regulations in assigned sport.
5. Assists the head coach in explaining all rules and regulations.
6. Assists in implementing athletic objectives outlined in the Athletic Handbook.
7. Assumes supervisory control over athletes and team assigned and over all athletes when such control is needed.
8. Assumes responsibility for care of equipment and facilities.
9. Attends regularly all contests and practice sessions.
10. Applies discipline in a firm and positive manner.
11. Emphasizes safety precautions. Be aware of the best training procedures, and applies injury prevention procedures.
12. Conducts self and teams in an ethical manner during contests and practice.

13. Instructs player in fundamentals, skills and rules of the game, rules changes, new developments, and innovative ideas.
14. In charge of teams during junior varsity contests.
15. Assists in return, storage and inventory of school equipment.
16. Recommends athletes for awards.
17. Recommends facility maintenance and improvements.
18. Assists in the teaching of the fundamentals of the sport they are assisting with.
19. Recommends schedule improvement.
20. Makes reports as requested by head coach, AD, and principal.
21. Aids in the development of practice and game schemes.
22. Aids in seeing that the playing area, shower and locker rooms are clean and safe.
23. Occasionally requires moving, lifting, carrying, pulling or pushing heavy to very heavy work objects or materials. Heavy work load is exerting 50 to 100 pounds of force occasionally, and 25 to 50 pounds of force frequently, and / or 10 to 20 pounds of force constantly to move objects.
24. Supports the philosophy and mission of Lincoln Public Schools.
25. Other duties as assigned by head coach or administration.

EVALUATION:

Performance of this job will be evaluated by the building principal, athletic director and head coach in accordance with provision of the Board's policies.

TERMS OF EMPLOYMENT:

For each season, salary, benefits and working condition to be established by the Board and in relevant areas those items contractually agreed by the Lincoln U.S.D. No. 298 School Board and the Lincoln Schools Negotiated agreement.