2026-2027

NEGOTIATED AGREEMENT

Between the

Fort Larned School District USD 495 Board Of Education And Fort Larned NEA

An Equal Employment/Educational Opportunity Agency USD 495 does not discriminate on the basis of sex, race, color, national origin, disability, or age in admission or access to, or treatment or employment in, its programs or activities. Any questions regarding the compliance with Title VI, Title IX, or Section 504 may be directed to the Title IX Coordinator, who can be reached at 620-285-3185, 120 East 6th Street, Larned, KS 67550

Employment is subject to termination by the Board of Education if the results of a criminal history check required by state law reveal that an employee has been convicted of any offense, specified in K.S.A. 1999 Supp. 72-1397, and amendments thereto.

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ARTICLE I. GENERAL PROVISIONS

SECTION A. INCORPORATION BY REFERENCE

This agreement when ratified by the Board and Fort Larned NEA is incorporated as a part of the teacher contract by reference with full force and affect as though set forth therein.

SECTION B. SAVINGS CLAUSE

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION C. RATIFIED AGREEMENT DISTRIBUTION

Copies of the Ratified Agreement shall be printed by the Board after the agreement is ratified and signed by the Board and the Teachers Association. Negotiators will proof read the final copy before it is published on the district webpage. Hardcopies of the negotiated agreement will be provided to all building representatives and Association officers. In addition a hard copy of the negotiated agreement will be placed in each schools office and teacher workroom.

The Teachers Association will receive ten copies of the Ratified Agreement at the Association's expense.

ARTICLE II DEFINITIONS

1. The School District: Unified School District 495.

2. The Board: The Board of Education of Unified School District 495.

3. Superintendent: The Superintendent of Schools of Unified School District 495.

4. The Association: The Fort Larned National Education Association.

5. Professional Employee: Any person employed by the Board of Education in a position, which requires a certificate or license issued by the state and who is placed on the Teacher's Salary Schedule. This includes all members of the bargaining unit.

6. Immediate Family: Husband, wife, brothers, sisters, sons, daughters, sons-in-law, daughters-in-law, parents and/or guardians of the teacher and spouse, grandparents and grandchildren of the teacher and spouse, and legal dependents.

7. School Year: The period of time when school is in session as set forth in the school calendar.

8. Contract Days: The number of teacher duty days. The duty day shall be 8 hours and 15 minutes as designated in the school calendar; this includes a minimum of 25 minutes for a duty free lunch.

9. Base Contract Year: The base contract year will not exceed one hundred-eighty one contract days

10. Extended Contract Days: Teachers may be employed for contract days in addition to the base contract year. Teachers employed for additional contract days will be extended the same terms and conditions of employment, including salary benefits, as provided for in the contract which was signed for the base contract year.

11. Student Contact Time: The period of time students are in attendance based on the daily schedule of starting time and dismissal time at each building.

12. Administrative Council: A district council which is composed of the Superintendent, the Curriculum Director, the Building Principals, Special Education Director, Finance Director and Maintenance Supervisor.

13. Bargaining Unit: This unit includes Classroom Teachers, Special Service Teachers, School Nurses, Guidance Counselors, Librarians, School Psychologist, Speech Pathologist, Occupational Therapist and Technology Integration Specialist, hereafter referred to as teacher/s in this agreement.

14. Confidential Credentials: A document which is usually prepared by a college or university placement bureau. This document contains references from people designated by the teacher. Credentials are either open or closed. If the teacher designates that the credentials are closed, then the school district may not allow

the teacher to examine the credentials.

15. Base Contract Salary: The base contract Salary is the amount on the individual contract.

16. Supplementary Salary: The supplementary salary is compensation provided for duties, responsibilities and time commitments performed outside the scope of the base contract. Acceptance of a supplemental assignment signifies the employee's understanding and agreement that these responsibilities occur beyond regular contract hours and are assigned at the discretion of the administration.

17. Salary Deduct: The salary deduct for a day's loss of wages shall be computed at the daily rate. The daily rate is computed by dividing the base contract salary by the number of days in the base contract year.

18. Site Based Decision Making: Site Based Decision Making is an action based on the consensus of the building administrator and the majority of teachers based at that site for designated items in this agreement.

ARTICLE III. HOURS AND AMOUNTS OF WORK

SECTION A. BASE CONTRACT YEAR

The base contract year will not exceed one hundred eighty-one contract days. Included in the base contract year will be a period of time set aside at the end of each quarter for the purpose of averaging grades, recording attendance and recording grades. This period of time shall not exceed one-half day. The other one-half day may be devoted to in-service education or will be used as regular time. Teachers may be given extended terms of employment in excess of the base contract year. These days shall be devoted to tasks to be assigned by the Superintendent or his/her designee

SECTION B. HOLIDAYS & HOLIDAY LEAVE

Teachers will not be on duty during the current school year on the following holidays or the days considered as holiday leave in conjunction with designated holidays:

HOLIDAY	HOLIDAY LEAVE
Labor Day	
Veterans Day	If Veterans Day falls on Saturday, the preceding Friday will be the holiday. If Veterans Day falls on Sunday, the following Monday will be the holiday.
Thanksgiving Day	The Wednesday before and the following Friday
Christmas Day/ New Years	The Christmas/New Years holiday leave will be scheduled for not less than 14 calendar days.
Spring Release	Friday before Easter
Memorial Day	

Make-up days due to inclement weather will not be scheduled on Saturday or Sunday.

If the district cancels school due to inclement weather, all certified employees will be compensated at their daily rate for that day. If the school year must be extended to meet

state regulations due to days lost, employees will not be compensated for additional days as long as they have already been compensated.

SECTION C. TEACHER DUTY DAY

The arrival and departure time of teachers at each attendance facility will be determined by the principal of each attendance facility, taking into consideration the needs of the teachers and such attendance facility utilizing site based decision making. The principal shall have authority to permit teacher diversion from the regular workday for good cause shown. The regular work day for each attendance facility shall be defined as the amount of time per day that teachers shall be required to be present at their assigned building.

The principal shall solely determine the system of indicating presence of teachers in the attendance facility, after receiving input from the teachers of the attendance facility, at a faculty meeting.

Each building shall determine the number of class periods and teaching periods per day utilizing site-based decision-making.

Teachers shall have the right to request that IEP meetings, parent meetings or staff meetings be rescheduled to another time if the meeting goes beyond the time contemplated or anticipated for the meeting.

SECTION D. LUNCH ROOM DUTY

Supervisory assignments for lunch room duty shall first be filled by volunteers from the teaching staff in each building. Each teacher who volunteers must indicate the same by no later than the first report day for teachers of the current school year, and meet with the building principal to determine a mutually acceptable work schedule.

All persons performing lunch room duties shall enter this time on the Attendance Enterprise system. The total number of duty hours shall be reimbursed at the rate of $14.00 per duty hour.

SECTION E. AFTER SCHOOL ACTIVITY DUTIES

Assignments which occur after the duty day or on weekends in any certain building shall be filled by volunteers from the building whenever possible. After school duty shall be interpreted to include service by teachers in connection with such activities as student council, junior class, athletics, speech, debate, drama, music and social, which are not within the teacher's regular responsibilities, and shall not include such after hours work by the teacher or coach for the particular after hour activity. If a sufficient number of volunteers are not available, the principal shall make assignments from among the teachers on a rotational basis. A teacher may choose to refuse the assignment.

All persons performing after school activity duty shall enter this time on the Attendance Enterprise system and will be paid out according to the current school year monthly payroll cut off dates. The total number of duty hours shall be reimbursed at the rate of $17.00 per duty hour.

SECTION F PLANNING TIME

All classroom teachers will be allocated planning time. Allocated planning time will normally be free of assigned tasks; exceptions are special education meetings, meetings with parents, and other professional activities required by the principal, these occurrences will be limited by administration. During a five day week all classroom teachers will be assigned total planning time of not less than 300 minutes, 250 minutes are required during student contact time. To be considered planning time, time has to be free of assigned tasks for at least 30 minutes. In addition, up to thirty (30) minutes per week of scheduled collaborative planning time may be counted toward the required weekly planning time. Collaborative planning time shall be defined as time designated by administration for teachers to engage in activities related to curriculum planning, instructional improvement, assessment analysis, student achievement, professional learning communities, or other instructional collaboration activities. Planning time for Student Support Specialist, School Nurses, Librarians, Structured Learning Teachers, and Special Education (itinerants) will be made flexible as mutually agreed upon by the teacher and administrator. Any disagreement over flexible planning time will be resolved with the superintendent.

SECTION G. EXTRA CLASS

Certified staff will be compensated for teaching an extra class period during their planning time. Teachers will be compensated at a rate of 1/6 of their own base contract daily rate, per day for the length of the assignment.

SECTION H. REIMBURSEMENT FOR SUBSTITUTE TEACHING

Certified staff will be reimbursed for substitute teaching during their planning time. Certified hourly rate of pay is $30 for a standard period 30-60 minutes and $45 for a long period of over 60-90 minutes. Reimbursement will be based on the clock time submitted by the certified staff member.

SECTION I. SUMMER SCHOOL

Supervisory assignments for summer school shall first be filled by volunteers from the teaching staff in each building. Each teacher who volunteers must indicate the same by established date at each building and meet with the building principal.

All persons performing summer school duties shall enter this time on the Attendance Enterprise system or building sign in sheet. The total number of duty hours shall be reimbursed at the rate of $22.00 per duty hour.

ARTICLE IV SALARIES AND WAGES

SECTION A. **SALARY SCHEDULE**

2026-2027 SALARY SCHEDULE

STEP	BA	BA10	BA20	MA	MA15	MA30
1	$44,750	$45,602	$46,810	$49,618	$51,918	$54,218
2	$45,150	$46,027	$47,270	$50,093	$52,418	$54,743
3	$45,550	$46,452	$47,730	$50,568	$52,918	$55,268
4	$45,950	$46,877	$48,190	$51,043	$53,418	$55,793
5	$46,350	$47,302	$48,650	$51,518	$53,918	$56,318
6	$46,750	$47,727	$49,110	$51,993	$54,418	$56,843
7	$47,150	$48,152	$49,570	$52,468	$54,918	$57,368
8	$47,550	$48,577	$50,030	$52,943	$55,418	$57,893
9		$49,002	$50,490	$53,418	$55,918	$58,418
10		$49,427	$50,950	$53,893	$56,418	$58,943
11		$49,852	$51,410	$54,368	$56,918	$59,468
12			$51,870	$54,843	$57,418	$59,993
13			$52,330	$55,318	$57,918	$60,518
14			$52,790	$55,793	$58,418	$61,043
15			$53,250	$56,268	$58,918	$61,568
16			$53,710	$56,743	$59,418	$62,093
17			$54,170	$57,218	$59,918	$62,618
18			$54,630	$57,693	$60,418	$63,143
19			$55,090	$58,168	$60,918	$63,668
20			$55,550	$58,643	$61,418	$64,193
21			$56,010	$59,118	$61,918	$64,718
22			$56,470	$59,593	$62,418	$65,243
23			$56,930	$60,068	$62,918	$65,768
24			$57,390	$60,543	$63,418	$66,293
25			$57,850	$61,018	$63,918	$66,818
26			$58,310	$61,493	$64,418	$67,343
27			$58,770	$61,968	$64,918	$67,868
28			$59,230	$62,443	$65,418	$68,393
29			$59,690	$62,918	$65,918	$68,918
30			$60,150	$63,393	$66,418	$69,443
31						$69,968
32						$70,493
33						$71,018
34						$71,543
35						$72,068

A max step is available to those at the bottom of MA/30 columns. The max step is determined by multiplying the current salary by 1.005, salary can be no less than previous contract.

SECTION B. EXTENDED CONTRACT DAYS

Teachers who work more or less than the base contract year, except those teachers specifically designated as substitute teachers, shall have their salary determined on a daily basis. Their salary shall be determined by dividing the base contract salary by one hundred eighty one and multiplying this figure by the total number of contract days actually worked.

SECTION C. SALARY SCHEDULE PLACEMENT AND ADVANCEMENT PROCEDURES

GENERAL REGULATIONS

1. Official transcripts or other official documents of courses must be submitted to the Superintendent's Office no later than October 1 of the current school year, otherwise said hours will not be considered for advancement on the salary schedule until the following school year. (Exhibit A.)

2. Employees may move horizontally in one year as many columns as their approved hours (inservice and/or college credit) will allow.
   a. The award date of the Bachelor's Degree will determine placement to and movement within the Bachelor's Column/s.
   b. For movement to the BA+10 and/or BA+20 column/s the hours (in-service* and/or college credit) must be earned after the award date of the Bachelor's Degree.
   c. The award date of the Master's Degree will determine placement to and movement within the Master's Column/s.
   d. For movement to the MA+15 and/or MA+30 column/s the hours (in-service* and/or college credit) must be earned after the award date of the Master's Degree.
   e. One (1) College hour is equivalent to twenty (20) inservice points after appropriate documentation. Application and/or impact points will be awarded for those hours and will be used for horizontal movement.

   * Application and Impact points only. Twenty (20) Application/Impact points equal one (1) credit hour for movement on the salary schedule.

GUIDELINES FOR COURSE CREDIT APPROVAL

1. Teachers wishing to advance horizontally on the salary schedule will enroll in graduate level courses except as stated in this section. Undergraduate hours will be allowed for horizontal movement if the courses are in Microcomputer Education or Human Sexuality Education, or are approved in advance by the Superintendent's Office. Teachers seeking additional areas of certification at the district's request may use undergraduate or graduate hours for salary movement.

2. Courses mandated by the Kansas State Board of Education will be approved for advancement on the salary schedule.

3. After attendance of district approved in-service meetings and the completion

of the required form from the District Office (Exhibit D), teachers can accumulate points which may be used for advancement on the salary schedule and/or recertification. Twenty points of inservice credit is equal to one hour of college work. The record of these points will be on file at the District Office. When a teacher moves to a new column/s the accumulated inservice points and college hours go back to zero with USD 495; when a teacher recertifies, the accumulated inservice points and college hours go back to zero with the state.

A. Initial Placement on the Salary Schedule

Teachers normally will be placed on the horizontal column and vertical step for which they qualify according to their educational attainment and prior teaching experience. Teachers new to the district will be granted no less than 75% of the teacher's prior teaching experience (rounded to the nearest whole year). However, initial placement on a step greater than this is at the discretion of the Superintendent with final approval by the Board.

B. Vertical Movement On the Salary Schedule

Vertical movement on the salary schedule is based on steps rather than on years of service. Vertical steps do not necessarily reflect the actual number of years taught. However, advancement after initial placement will normally be at the rate of one step per year.

When a teacher reaches the bottom of a particular column, he/she shall remain frozen on that step until he/she qualifies to move to the next horizontal column. Further, when a teacher qualifies to move to a new column and said teacher has been frozen on a step for one or more years, the teacher will nonetheless be allowed to move vertically only one step thereafter for each subsequent year of teaching experience.

C. Horizontal movement on the Salary Schedule

Purpose

The Board and the Association believe that the quality of education for the students of Unified School District 495 is enhanced when teachers receive additional schooling and training with particular emphasis toward teachers planning for and receiving a Master's Degree. Based on this belief the salary schedule is structured to provide financial incentives for teachers continually to gain additional education.

Any certified employee who earns a Masters degree on or after July 1, 2008, while employed by USD 495 will receive a one time $500.00 stipend upon completion. The employee must provide an official transcript awarding the Masters and complete the Notification of Change in Salary Classification form for the stipend. Payment will be made in the October paycheck and employee must still be employed by USD 495 in a certified position.

2026-2027 ARTICLE IV **SALARIES AND WAGES Section D. Supplementary**
Base $44,750

(Category) LEVEL 1	(Category) LEVEL 2	(Category) LEVEL 3	(Category) LEVEL 4	(Category) LEVEL 5	(Category) LEVEL 6
H.S. Head Football	H.S. Asst. Football	H.S. Head Tennis	H.S. Asst. Tennis	M.S. Head Basketball	M.S. Asst. Basketball
H.S. Head Basketball	H.S. Asst Basketball	H.S. Head Golf	H.S. Asst. Golf	M.S. Head Track	M.S. Asst. Track
H.S. Head Volleyball	H.S. Asst. Volleyball	H.S. Hd Cr Country	H.S. Asst. Cr Country	M.S. Head Volleyball	M.S. Asst. Volleyball
H.S. Head Wrestling	H.S. Asst. Wrestling	H.S. Hd Cheerldrs	H.S. Asst. Cheerldrs	M.S. Head Cheerldrs	M.S. Music
H.S. Head Track	H.S. Asst. Track		I	M.S. Asst. Football	M.S. Asst. Cheerldrs
H.S. Head Softball	H.S. Asst. Softball			M.S. Asst. Wrestling	
H.S. Head Baseball	H.S. Asst. Baseball				
	H.S. Music				
	School Year Weights				
	M.S. Head Football				
	M.S. Head Wrestling				

1	11.8%	$5,281	$3,432	$3,168	$2,376	$2,640	$2,112
2	12.2%	$5,460	$3,549	$3,276	$2,457	$2,730	$2,184
3	12.6%	$5,639	$3,665	$3,383	$2,537	$2,819	$2,255
4	13.0%	$5,818	$3,781	$3,491	$2,618	$2,909	$2,327
5	13.4%	$5,997	$3,898	$3,598	$2,698	$2,998	$2,399
6	13.8%	$6,176	$4,014	$3,705	$2,779	$3,088	$2,470
7	14.2%	$6,355	$4,130	$3,813	$2,860	$3,177	$2,542
8	14.6%	$6,534	$4,247	$3,920	$2,940	$3,267	$2,613
9	15.0%	$6,713	$4,363	$4,028	$3,021	$3,356	$2,685
10	15.4%	$6,892	$4,479	$4,135	$3,101	$3,446	$2,757
11	15.8%	$6,071	$4,596	$4,242	$3,182	$3,535	$2,828
12	16.2%	$7,250	$4,712	$4,350	$3,262	$3,625	$2,900
			65%	**60%**	**45%**	**50%**	**40%**

FLAG TEAM PRACTICE	3.8%	$1,701			
DEBATE	3.8%	$1,701	HIGH SCHOOL CONCESSIONS	8.0%	$3,580
FORENSICS	3.8%	$1,701	Middle School Concessions	4.0%	$1,790
HIGH SCHOOL YEARBOOK	3.6%	$1,611	Middle School Student Council	3.0%	$1,343
HIGH SCHOOL STUDENT COUNCIL	3.6%	$1,611	Middle School Quiz Bowl Coordinator	1.6%	$716
HEAD JUNIOR CLASS SPONSOR	3.6%	$1,611	County Spelling Bee		$500
HIGH SCHOOL SCHOLAR BOWL	3.4%	$1,522			
HIGH SCHOOL PEP BAND	3.0%	$1,343			
HIGH SCHOOL DRAMA	3.8%	$1,701	HIGH SCHOOL JAZZ BAND	3.0%	$1,343
			ELEMENTARY MUSIC (per building)	1.6%	$716

Professional employees when assigned special education positions requiring certification in the Tri-County Special Education Cooperative to receive a special education supplement of 5.0% of their certified salary on the salary schedule. Certified staff will only qualify if they are certified for special education as determined by the Kansas State Department of Education or the Kansas Department of Health and Environment, which allows for certified staff state aide reimbursement. Staff accepting this supplemental shall be expected to engage in a reasonable number of hours outside the contract day, as determined by the administration.

SECTION E. PAYROLL DEDUCTIONS

1. It is agreed herein by and between the Board and the Association that when duly authorized by any employee on an appropriate form for said purpose, the Superintendent or his designated agent shall provide for pay-roll deductions to be made and paid in accordance with such form for any or all of the following purposes:

   a. Teacher Association Dues
   b. Health and Hospitalization Insurance
   c. 403b Plan
   d. Others Required by Law

2. Except as provided by law,

   a. No deduction shall be made from any employee's payroll without his written authorization to the Superintendent or his designated agent. However, once written authorization is given, the employee shall continue on payroll deduction for Teacher Association Dues until same employee advises in writing to both the Board and the Association, not less than forty-five days prior to his or her cancellation of membership and withdrawal from payroll deduction.
   b. Any and all balances due upon the employee's resignation or termination shall be deducted from said employee's final payroll.
   c. The Association shall annually certify in writing to the office of the Superintendent by **October 15th** all monthly Teacher Association dues to be deducted from each employee's monthly payroll in ten equal deductions.
   d. Any employee that joins the Association after October 15th shall submit notice to the office of the superintendent by the payroll cutoff date for that month. Association dues will be prorated and equal deductions will be made on paychecks until the end of the school year.

3. Any and all prior authorizations shall continue in full force and effect into this and all successor agreements unless and until revoked by the teacher.
4. Deductions for health and hospitalization insurance shall be allowed in accordance with the Health Insurance Agreement (Ft. Larned NEA-Board Agreement) when authorized in writing.
5. No deduction for a 403b Plan shall be made from an employee's payroll without his or her written authorization. Notification of changes may be made to the Business Office prior to the current school year monthly payroll cut off dates.

SECTION F. PAY DATE

Beginning with the 1997-98 contract year, paychecks will be distributed on the eighth of each month, unless the eighth falls on a Saturday or Sunday, in which case check distribution will be on the Friday prior. If payday falls on a banking holiday, pay day will be on the previous work day.

ARTICLE V INSURANCE BENEFITS

The Board and the Association agree that it is in the best interests of the two parties to maintain and strengthen the district's health insurance plan. In order to do this, the participation of the professional employees in the plan must be maintained, and if possible increased. To this end the two parties mutually agree to the following provisions and conditions:

A. Definitions

For the purposes of the ARTICLE the following definitions will apply:

1. "Returning professional employee" is defined as an employee (full-time or part-time) who was employed and under contract with the District for the 1989-90 school year and thereafter.
2. "Newly employed professional employee" is defined as an employee who is employed by and under contract with the District for the first time, or who has been employed by and was previously under contract with the District prior to school year 1989-1990.

B. Special Provisions

Beginning with the 1990-91 school year the following special conditions will apply:

1. Returning professional employees who participated in the district's health insurance plan during the 1989-90 school year must opt to participate in the district's health insurance plan during the 1990-91 school year and thereafter in order to receive the employer provided fringe benefit allowed under ARTICLE V-Section D-#2, which must be used toward the purchase of said insurance.

2. Newly employed professional employees must opt to participate in the district's health insurance program during the 1990-91 school year and thereafter in order to receive the employer provided fringe benefit indicated in ARTICLE V-Section D-#2, which must be used toward the purchase of said insurance.

C. Section 125 Cafeteria Salary Reduction Plan

The Board agrees to establish a Section 125 Cafeteria Salary Reduction Plan whereby each eligible professional employee has the right to reduce his/her compensation in an amount necessary to purchase selected non-taxable benefits from those contained in the plan.

Each employee will then have the opportunity to reduce his/her compensation in the amount necessary for the Board to purchase those non-taxable benefits selected by said employee. The non-taxable benefits contained in the plan are health insurance, cancer insurance, and/or group term life insurance beyond the $10,000 group life insurance coverage provided by the Board, but not to exceed $50,000. The Plan will be on file in the district office and will be available for review by professional employees during regular office hours.

D. Employer Provided Fringe Benefit

The Board agrees to provide the following employer paid or partially paid Fringe benefits:

1. A $10,000 group term life insurance policy for each professional employee. All employees working 30 or more hours per week, are eligible the first of the month following 30 days. The Basic Group Life Insurance program is provided at no cost for employee coverage to ensure all our employees have some level of financial protection. Original Life Insurance Benefit will reduce:
    - 35% at age 65
    - 50% of the original amount at age 70

2. The Board will provide $450.00 per month toward an employee only health benefit or $550.00 per month toward an employee/spouse, employee /dependent or a family health benefit for a full-time teacher in the district group health insurance plan. Teachers working less than full-time shall receive a fringe benefit prorated on the basis of the actual time worked. The pro-ration shall be to the nearest $1/10^{th}$.

3. Upon the district receiving an insurance premium rebate from the district's health care insurance provider, the rebate will be distributed as follows:
    a. Rebate will be placed in the district's Health Reimbursement Arrangement ("HRA") account for the purpose of stabilizing the plan and reducing employee premiums in future renewal cycles.

4. Upon completion of a full year contract and leaving employment, insurance coverage will cease on August 31st.

5. Upon leaving employment before the end of the school year, insurance coverage and the Board payment of the fringe benefits will cease on the last day of that month.

6. Effective for the 2014-2015 school year. If couples choose to participate in the schools insurance plan and select any plan other than employee only, both employees will receive the $520.00 fringe toward the family plan.

Other Provisions

1. The Board retains the right to select the insurance carrier for the District with recommendations made by the Association.

2. Teachers are responsible for supplying the District Office with the information necessary for a 403bPlan.

3. Teachers will be reimbursed for actual expenses incurred for the renewal of Kansas Professional License (not to exceed $150.00). This will include application fee and finger print card. In order to be reimbursed, teacher must submit all needed materials to KSDE, be in process and assigned to a KSDE agent one month prior to expiration. New license must be received prior to expiration of previous license. Teacher must provide written request for reimbursement.

All employees will have the opportunity to participate in the district's 403b program through the ESSDACK 403b Consortium.

4. Teachers' children may participate in an after-school program free of charge, when program is available to all enrolled students. This is not a commitment of funds and teachers who do not use the benefit will not be compensated in funds equal to that of the fees charged for the after-school program.

ARTICLE VI. ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A. COMMUNICATION

The Teachers Association shall have the right to post notices of activities and matters of teacher concern on the teacher bulletin boards within each school building. The building principal shall be notified prior to the time that any notice is posted on the bulletin board. Classrooms shall not be used for posting of such materials.

Communications regarding the Teachers Association may be placed in individual teacher mailboxes by properly notifying the building principal in advance.

SECTION B. ACCESS TO INFORMATION

The Board will furnish upon request to the Teacher Association public records in the central office when the office staff work load permits. No original files may be permitted to leave the office.

SECTION C. ACCESS TO PERSONNEL FILE

Within twenty-four hours and on any school day, and with the exception of closed confidential credentials, teachers may have access to personnel files held on them by the Board or its agents at a time when the office work load permits during regular office hours. The teacher may make a copy of any item, excluding closed confidential credentials, in his or her file at his or her own expense. No file may be permitted to leave the office.

Any document placed in a certified employee personnel file, that is not initiated by said employee, must be given the opportunity to sign an acknowledgement of that document.

SECTION D. BOARD AGENDA

A copy of the Board agenda which is mailed to Board members, will be mailed to the president and vice president of the Association. At the same time a copy of the agenda will be mailed to the building representative of each attendance center where it will be posted.

SECTION E. BOARD MINUTES

A copy of the minutes of the previous month's meetings of the Board will be mailed, at the same time as mailed to Board members, to the building representative of each attendance center and posted when received. Upon proper request, one copy shall be mailed to the president and vice president of the Teachers Association.

SECTION F. USE OF SCHOOL FACILITIES

Duly authorized representatives of the Teachers Association shall be permitted to transact official association business only, on school property at a time when classroom or other school activities are not interrupted.

The Teachers Association shall have the right to use school buildings at reasonable hours for meetings. Charges, if any, shall be in accordance with the District policy for the use and rental of school facilities. Notification for intended use of buildings shall be made by the duly authorized representative of the Teachers Association, to the Principal of the facility, ten hours prior to the requested time of use. The Building Principal shall have the authority to deny any request for the use of school facilities under his control. The use of school buildings for political activity or action shall be expressly forbidden. Regular building usage fees shall apply for money-making projects or meetings involving groups of out-of-district teachers.

The Teachers Association when requesting permission to use the building is held responsible for the preservation of order and for any possible damage to school facilities.

The Board may provide custodial services and special personnel when required and make a service charge depending on the facilities being used. When application for the use of facilities is granted to the Teachers Association and admission or donations (except membership dues) are solicited from the group, a special rent fee will apply. The amount charged varies according to the facility to be used. All charges shall be levied by the Director of Finance.

SECTION G. USE OF EQUIPMENT

The Teachers Association may use school typewriters, computers, printers, and copy machines at reasonable times, when such equipment is not otherwise in use. The Teacher Association shall pay for the cost of all materials and supplies incidental to such use and maintain its own supplies and materials, and shall also pay for any equipment damage caused as a result of the Teacher Association's use.

SECTION H. ASSOCIATION LEAVE

Teachers who are officers, delegates, Board of Director members, Committee Chairmen, anyone appointed by the President of the Association who are active members of the United Teaching Profession, i.e. NEA, KNEA, Ft. Larned NEA, may be granted association leave, to pursue professionally related activities such

as attendance at a local, state, or national meeting of professional educators.

The Teachers Association shall reimburse the Board, within two weeks, the salary of the substitute teacher necessitated by the Association Leave.

Application for such leave must be submitted to the Superintendent one-week prior when possible to the scheduled meeting. The application must be in writing and state the time, place, and purpose of the meeting. Upon receipt of the application, the Superintendent shall grant the request, provided an adequate substitute can be obtained.

The teaching staff shall be allowed no more than a total of eight days per school year as Association Leave for all teachers.

SECTION I. KNEA CONVENTION LEAVE

A limited number of Association members will be allowed to attend the KNEA Convention at no loss in pay. The number will be equal to eight percent of the total number of teachers employed by the District. Individual Association members will be granted no more than two days each per year.

The Association president, or designee, will attest to each request for KNEA Convention leave prior to the time it is submitted to the building principal, and will have the responsibility of determining which members will attend the convention in the event the number of requests exceed the number allowed. Requests for leave must be submitted to the building principal at least five school days in advance of the time the leave is to be used.

ARTICLE VII. SICK AND OTHER LEAVE

SECTION A. LEAVES (Exhibit C)

General Provisions Covering All Types of Leave

1. Other than specifically provided for in this Agreement, the Board will not pay for unused leave benefit when an employee leaves employment in the district.

2. When a teacher is absent from work, that teacher is responsible for any and all information delivered through in-district inservices. The PDC will develop materials and present those materials to the teacher. The teacher will have 30 days upon receipt of materials to complete the assigned activity. PDC points will be allotted on completion of assigned activity. Employees will not be compensated for additional time. The intent for the inclusion of this item is for teachers to make-up for missed information of district inservices

3. Leaves, as hereinafter allowed, shall be without loss of contracted

salary and the pay of the substitute teacher shall be the responsibility of the Board. It is the responsibility of building-level administration to arrange for coverage in instances where certified staff utilize their allocated leave benefits. Leave days cannot be taken in segments of less than one-quarter days. For the purpose of sick leave benefits a work month shall be considered as twenty contract days. The leave days may be taken for the following reasons and are subject to the following conditions.

A. Sick Leave

At the beginning of each school year, each teacher shall be credited with six days of sick leave, the unused portion of which shall accumulate to a total of ninety days. The maximum number of sick leave days available to an employee on a regular contract shall be ninety-six days in one school year. Employees working more than the regular base contract year shall receive one day of sick leave for each additional twenty-contract days worked. Credit will be given on a one-half day basis for any additional contract days worked over nine and less than twenty. The teacher may use all or any portion of his sick leave for medical and dental appointments or to recover from a personal illness or disability. A teacher can also utilize sick leave for the death of extended family or friends, not covered by bereavement leave guidelines.

Any teacher absent more than fifteen days, due to illness or disability may be asked to present a statement from a physician licensed to practice medicine, or trained professional, indicating the nature of the illness or disability and verifying that the teacher is in good health and able to resume teaching and related duties.

The teacher may use up to six days, plus twenty-five percent of his/her accumulated sick leave, during any one school year for the illness, injury or recovery in the immediate family, or death of a close friend. Any teacher absent due to the illness, injury or recovery of a member of the immediate family may be asked to provide verification at the discretion of the building administrator. Further, such leave shall be deducted from said teacher's accumulated sick leave.

B. Sick Leave Bank

The Board shall provide a sick leave bank by contributing twenty-five days annually to the bank, and any unused days shall accumulate to a total of one hundred fifty days in the bank. Teachers who have an excess of ninety days at the end of the school year will contribute those excess days to the sick leave bank. The maximum number of sick leave bank days shall not exceed two hundred. If all sick bank days are utilized during the year, The Board could provide additional days to the bank.

The sick leave bank will be maintained to provide additional sick leave days for contracted teachers who have used all of their allowable accumulated sick and personal leave days. Sick leave bank days may be requested to be used for illness, injury, recovery or disability of the teacher or his/her spouse, children, and/or parents of the teacher.

No individual will be granted more than five (5) days from the Sick Leave Bank in response to a request. No individual may make more than three (3) requests per school year unless the Sick Leave Bank Committee declares the individual's circumstances an emergency. With the exception an employee can fill out a one-

time Sick Leave Bank request for up to 15 days of leave within the first 8 weeks following a disability in accordance with the parental leave description. An emergency is defined as a critical and protracted illness or injury afflicting the individual or his/her family.

A committee, composed of two teachers appointed by the Association and two administrators appointed by the Superintendent, will administer the sick leave bank. An application form, developed by the committee will be used for requesting sick leave bank days. 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. Action by this committee can be taken only when there is a majority vote of the committee.

The decision regarding the use of sick leave bank days and the interpretation of these decisions can be the basis for a grievance. Grievant procedure will begin at Level Two.

An application form (see form in appendix) completed by the requesting teacher and sent to the committee chairperson will serve as notification for the committee to meet. The committee will make a decision within five school days.

C. Personal Leave

1. Allowance for personal leave shall be seven days per year.

2. Any unused personal leave shall be added to the employee's sick leave balance at a rate of two sick leave days for every one unused personal leave day subject to the maximum accumulation of a total of ninety days; or, if a teacher chooses, he or she will be compensated for unused personal leave at the conclusion of each contract year. The compensation for up to four unused personal leave days shall be one-hundred dollars ($100.00) per day and said compensation to be added to the teacher's scheduled June check.

Any teacher who desires to be compensated for unused personal leave must submit such a request to the Superintendent in writing on or before **June 1** after the conclusion of the current school year.

3. Teachers shall file an application with the Building Principal at least two days (48 hours) in advance of the personal leave for prior approval. Each building is allowed 10% of teachers rounded to the whole number on personal leave to be guaranteed for approval. Additional teachers above 10% on personal leave will be required to secure a substitute per buildings procedures prior to approval. Once approval is granted to a teacher the personal leave is guaranteed.

4. Personal leave will be granted on a "first come" basis.

5. Teachers shall receive prior authorization from the superintendent to take personal leave on the days immediately before or after holidays (including those days considered as holiday leave in conjunction with designated holidays), during the first and last weeks of the school year, and during parent/teacher conferences. Being unable to return safely following a vacation due to unforeseen circumstances shall be considered an emergency and leave shall be granted.

D. Professional Leave

Professional leave with pay for professional improvement may be approved for teachers. When making application for professional leave, the teacher will indicate when and where the activity will occur and how the information received will benefit the school system. The teacher will verbally disseminate this information to his/her colleagues at the regular faculty meeting as scheduled with their building principal.

The use of professional leave shall be subject to the approval of the Principal and Superintendent.

E. Jury Duty/Court Leave

A teacher shall be granted leave for the period of time the teacher is required to appear in court to serve as a petite juror or a grand juror or as the result of a subpoena to be a witness. Such leave shall be with pay as long as the jury or witness pay, excluding mileage allowance, is signed over to the district.

F. Bereavement Leave

A teacher shall be granted a maximum of five (5) days per school year for death of an immediate family member. Such leave shall be granted without loss of sick or personal leave days. In cases of special circumstances, consideration will be given for additional days as determined by the superintendent.

G. Other Temporary Leave

An employee may be granted temporary leave for any such reasons and purposes not expressly identified under the previous section, upon authorization by the Superintendent. This leave may be with or without pay. The determination shall be made at the time of temporary leave approval.

A teacher will be granted school duty leave to attend memorial services of currently enrolled students, currently enrolled students' parents or currently employed staff members. School duty leave will be granted for one hour prior to memorial service and one hour after the conclusion of the memorial service.

SECTION B. EXTENDED LEAVE OF ABSENCE

An extended leave of absence not to exceed one school year may be granted by the Board after considering the application of a teacher requesting such extended leave of absence. The Administrative Council shall consider the application of the teacher and a recommendation shall be made to the Board concerning each application. The Board in considering such application shall determine whether or not the teacher's planned

program to be conducted on extended leave of absence will be of benefit to the school district.

The Board shall also consider other relevant factors including but not limited to whether or not an adequate substitute teacher can be found to teach the classes of the teacher who is requesting the extended leave of absence. The applicant for extended leave of absence may appear before the Board at the time the Board considers such application.

All applications for extended leave of absence must be submitted in writing to the Superintendent, not later than **April 1 o**f the school year preceding the school year for which such extended leave of absence shall be allowed in the District during any single school year. An extended leave of absence for one school year granted by the Board shall not be considered a termination of the employment of the teacher.

(1) LEAVES MAY BE GRANTED FOR:

A. Advanced study leading to a degree in an approved university or college.
B. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
C. Military Service.
D. Other reasons acceptable to the Board which will improve the education program in the District.

(2) AN INSTRUCTOR SHALL:

A. Receive no salary when he or she is on extended leave.
B. Employees on such leaves may continue health insurance benefits if insurance premiums in full for subscribed coverage are paid one month in advance of insurance coverage.
C. If the employee returns to employment with USD 495, they shall retain accumulated sick leave days, but will not receive credit for any additional sick leave days during the term of extended leave.
D. Employees will advance horizontally, upon presentation of an official transcript of approved college course work in the subject area taught, but not vertically, on the salary schedule while on any approved leave of absence without pay. Verification of completion of course work must be submitted to the Superintendent for payroll consideration within one week after returning from extended leave. Official transcripts must be submitted to the District Office prior to **October 1.** Failure to provide official transcripts within the allotted time will stop distribution of payroll checks for that individual until the transcript is provided.
E. Employees shall, if they return to employment with USD 495, be reassigned in a regular position for which they are qualified, unless a reduction of force has been made in USD 495, and their contract has been terminated as a result thereof.
F. A teacher on extended leave of absence may terminate his or her contract in USD 495 only by giving notice in writing to said Board, as provided by K.S.A. 72-5411.

SECTION C. PARENTAL LEAVE

Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, will be temporary disabilities and shall be subject to sick leave and sick leave bank provisions.

ARTICLE VIII. EVALUATION

Definition of Terms:

Directed Professional Development Plan:
a written report that contains but is not limited to the following:
(1) identification of the area(s) needing improvement
(2) develop goals to improve performance
(3)assistance to be offered by the administration,
(4) time period allowed for improvement

TEACHER EVALUATION PROCEDURE

The Board and the Association agree that the following procedures will be followed in the process of evaluating teachers in the District:

TEACHERS AFFECTED	PROCEDURE	RESPONSIBILITY	TIME LINE
Probationary teachers in first or second year of employment.	Formal evaluation and conference, at least once each semester.	Evaluator	No later than the 60th school day of the semester.
Probationary teachers in third or fourth year of employment.	Formal evaluation and conference, at least once each year.	Evaluator	No later than **February 15** of the school year.
Teachers employed for five or more years. (non-probationary)	Formal evaluation and conference, at least once every three years.	Evaluator	No later than **February 15** of the school year.
Teachers whose classroom performance has not shown adequate growth.	Conference and joint Directed Professional Development Plan developed.	Teacher and Evaluator	Within 10 days following the presentation of the evaluation.

Teacher whose classroom performance continues to lack adequate growth, has been given the opportunity to improve, but who is not allowed to complete contract year.	Notice of termination- reasons will be stated in the termination notice. Non-probationary teachers entitled to a hearing under K.S.A. 72-5436 et. seq. Probationary teachers entitled to hearing before the BOE. The notice will be delivered to the teacher as appropriate.	Board of Education	As appropriate.
Teacher whose classroom performance continues to lack adequate growth, has been given the opportunity to improve and is being given the opportunity to complete the contract year.	Reasons will be stated in the non-renewal notice to non-probationary teachers and they will be informed of their rights to a hearing as provided under K.S.A. 72-5436, et, seq. Reasons will not be stated in the non-renewal notice to probationary teachers and they will be entitled to due process as allowed by Kansas law for probationary teachers.	Board of Education	Delivered to the teacher on or before **Third Friday in May**

GENERAL PROCEDURES

1. Whenever any evaluation is made of an employee, or plan of assistance is developed for an employee, three copies of the written document thereof shall be presented to the employee for signature within ten days following the conference. The employee shall acknowledge such presentation by his signature thereon. One copy will be given to the employee, and one copy will be sent to the district office.

2. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the Board, the appropriate administrative staff members designated by the Board, the school board attorney upon request of the Board, the State Board as provided in K.S.A. 72-7515, the board and administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to his or her board.

3. At any time not later than two weeks after receipt of the written evaluation, the employee may respond thereto in writing to the report which he feels is inadequate, unfair, or incomplete and such will be filed with the evaluation.

4. All evaluation documents and the responses, there to are to be maintained in a personnel file in the Superintendent's office for a period of not less than three years from the date of the evaluation. Evaluation documents may be stored electronically. A hard copy may be obtained upon teacher request.

FAIR DISMISSAL (Termination of Contract)

When the district is considering non-renewing a Non-Probationary teacher the following procedure will be followed. The teacher and the Board of Education of Fort Larned USD 495 will choose a third party arbitrator to hear presentations of non-renewal by the District and Teacher. The arbitrator will provide a recommendation to the Board of Education to consider. The Board of Education of Fort Larned USD 495 will have final say. If the District and Teacher cannot agree upon third party arbitrator, then the negotiated grievance process will be followed.

When a third party arbitrator is agreed upon and utilized in a non-renewal process, the District and Teacher will share the cost of all expenses for said arbitrator (50/50).

STANDING EVALUATION COMMITTEE

In an effort to provide for a systematic method for improvement of school personnel in their jobs and to improve the educational system, a standing evaluation committee will be appointed each year. The Board will appoint three administrators and the Teachers Association shall appoint three teachers. All members shall be appointed every two years and shall serve when called. The committee will meet when either the Board or the Teachers Association deem it necessary. The purpose of the committee is to review the present evaluation process and make recommendations for improvement and up-dating when needed.

ARTICLE IX: PROFESSIONAL EMPLOYEE RIGHTS

A. General Provisions

1. The Association recognizes the right of the Board to discipline its professional employees.
2. No professional employee will be formally disciplined without good cause.
3. Progressive discipline will be used.
4. Professional employees are entitled to 24-hour notice to a meeting that could result in discipline; however, a Professional Employee may be placed on paid administrative leave for serious matters that, in the judgment of administration, require immediate action.
5. Professional employees and the board are entitled to bring a representative of their choice to any discipline meeting.
6. Information concerning proposed disciplinary actions is privileged information. The professional employee may divulge such information for the purpose of consulting with or obtaining representation from the Association.
7. No disciplinary action is to be taken in front of students, parents, and/or co-workers.
8. Measures such as assignment to nonprofessional tasks or disapproval of leave requests will not be used as disciplinary measures.

9. No suspension or discipline shall occur without an appropriately substantive investigation, procedural safeguards as set forth in this section, and upon showing of good cause.
10. "Good cause," for purposes of this provision, shall mean that the conduct at issue violated the law or board policy, or otherwise substantially interfered with the district's mission of providing an efficient and positive educational environment for students and working environment for district employees.

B. Procedural safeguards for discipline: discipline generally will include an advance warning of the rule or expectation, an appropriate and objective investigation prior to discipline being administered. Anonymous information shall not be the basis for any discipline or evaluation unless it has been substantiated, reasonable proof exists, and there is even-handed application of the rules and/or discipline when considered with the seriousness of the charge and formal and informal records of the employee's prior behavior and/or record of service.

C. Any complaints regarding a professional employee reflecting concern about his/her performance in or out of the classroom made by any parent, student, or other person that is deemed serious enough to be reduced to writing and either placed in the professional employee's file and/or used in an evaluation, reprimand, or any other action, shall be promptly (within 2 contract days) be called to the professional employee's attention and the professional employee shall receive a copy of said complaint. Discipline shall not arise from a verbal or anonymous complaint unless substantiated according to A-9.

D. It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and are to be taken by administrators in situations of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

1. Informal: Principals have the management right to speak with teachers informally regarding concerns. Often this is done in a preventative mode to clear up situations that might lead to future problems. This is often also done in order to share suggestions on ways to improve our current practices, whether those are of a management or an instructional nature. These situations, at this point, are not the basis for formal disciplinary action. Principals are encouraged to resolve complaints informally prior to engaging in a formal procedure.
2. Formal: Formal disciplinary actions, such as plans of improvement, written reprimands, or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior. Within a 10-day period following the administrator's awareness of a professional employee's actions that warrant formal action, one of the following actions may be taken:
    a. The administrator will hold a conference with the professional employee. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. The professional employee will be provided with a copy of the signed notes. A copy will be included in the professional employee's personnel file.
    b. The administrator will hold a conference with the professional employee and inform the professional employee of the proposed discipline. If a letter of reprimand is included, the professional employee shall have ten (10) days from receipt of the administrator's formal letter of reprimand to file a written response.
    c. The Superintendent may suspend the professional employee with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the professional employee to duty, or give notice of the Board's intent to terminate or non-renew the professional employee's contract. If the Board acts to

non-renew or terminate, the professional employee will be informed of due process rights according to Kansas law.

ARTICLE X. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this agreement is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

A "grievance" is defined as a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation, or a misapplication by the district of the Negotiated Agreement.

The term "teacher" may include a group of teachers who are similarly affected by grievance.

"Grievant" means a teacher of USD 495 who has a grievance. The term "days" except when otherwise indicated, shall mean school days.

The "association" shall mean the current bargaining agent. The term "parties" to this agreement refers to the grievant who is defined as a teacher in the Unified School District 495 and the Board, which is defined as the Board of Unified School District 495, Pawnee County, Larned, Kansas.

C. Procedure

Within ten days of the time a grievance arises, the teacher shall present the grievance orally to his/her Principal during non-teaching hours. Within ten days after the presentation of the grievance the principal shall give his answer orally to the teacher.

1. Level One
    a. Within ten days following the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the principal.

    b. The "Statement of Grievance" shall name the teacher(s) involved, shall state the facts giving rise to the grievance, shall state the contention of the teacher with respect to the alleged grievance(s) and shall indicate the specific remedy sought.

    c. Within ten days after receiving the grievance the principal shall communicate his/her answer in writing to the grievant.

2. Level Two

a. If the grievance is not resolved at level one, the grievant may within ten days of receipt of the principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall at the same time be given to the principal involved. The Superintendent or his representative shall conduct an informal hearing with the grievant and/or the grievant's representative, within ten days of receipt of the written statement of grievance(s).

b. The Superintendent or his designated representative shall give the grievant an answer in writing no later than ten days after the conclusion of the informal hearing.

3. Level Three

a. Within ten days after receiving the decision of the Superintendent an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at level two.

b. No later than ten days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting. All those persons listed at level two have a right to participate at this level.

c. Within ten days after the hearing, the Board shall communicate its decision in writing.

d. The decision of the Board concludes this grievance procedure.

e. If the grievant is not satisfied with the Board's decision, he may take legal action, if deemed necessary.

f. No instructor shall be subject to reprisal or discrimination by reason of his participation in the grievance procedure.

D. Appearance and Representation

1. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons to be present. Such a hearing shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements.

2. The Board and Association are separately responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

3. If the grievance arises from an action of authority higher than the

principal, the teacher may present such grievances at level two of this procedure.

E. Time Limits

1. Time limits provided in this procedure may be extended by mutual agreement, when signed by both parties.

2. Failure at any level of this procedure to communicate on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next level of this procedure.

3. Any grievance not advanced from one level to the next within the time limits of the level shall be deemed resolved by the answer at the previous level.

F. Expenses

If expenses are incurred as a result of the grievance procedure, the party who incurs the expense will be responsible for said expense. However, if both parties agree to the expenses, the expenses will be shared equally.

ARTICLE XI RESIGNATIONS

Section A. Compensation for Early Notification of Resignation or Retirement
Any certified employee who notifies in writing their intent to resign or retire at the end of their current contract by the dates listed below will receive the corresponding compensation. A written request for compensation must also be presented.

Prior to January 1st of current contract year	$1000.00
January 1st – January 31st of current contract year	$750.00
February 1st – March 1st of current contract year	$500.00

Certified employee must meet all obligations of current contract to be eligible for early notification compensation. Compensation will be paid on the scheduled May check. The above amounts will be prorated for teachers that teach less than full time. This compensation may only be used once.

Section B. Agreed Liquidated Damages on Early Termination of Contract

The Board and the Association agree that when an educator resigns or otherwise fails to honor his /her contract after execution of the contract or after the applicable date under the Kansas Continuing Contract Law, the damages to the school district are not easily ascertainable. The elements of damages may include, but not be limited to:

The loss of recruiting time required to find the best possible replacement; adjustments and changes in class scheduling; reassignments of teaching duties and class loads; reassignments of extra-curricular duties, scheduling of interviews during vacation times; a large number of possible replacements may already be under contract with other school districts; and increased advertising costs to the Board to contact possible teachers not under contract.

The monetary value of these damages is difficult, if not impossible, to determine. It is therefore agreed that a teacher currently under contract shall be declared under contract-unless duly informed according to Kansas Statute-for the next teaching year unless a resignation is submitted on or before 14th calendar day following the third Friday in May of the current school year according to the continuing contract law of the State of Kansas. New teachers coming into the District shall be declared under contract when their contract has been approved by the Board.

In the event any teacher resigns or fails to honor the terms of his/her contract after the effective date set out above, the Board and Association agree that the teacher shall pay the Board liquidated damages computed on a percentage of the individual teacher's contract salary under the then current Negotiated Agreement. Liquidated damages for teacher resignation will be assessed as follows:

1. 4% for a resignation received after the 14th calendar day following the third Friday in May through June 30.
2. 6% for a resignation received July 1 through July 31.
3. 8% plus $10.00 for each day remaining on their contract for a resignation received on August 1 up to the completion of the contract term.

It is agreed that the amount of agreed liquidated damages shall be paid by the teacher to the Board prior to the Board accepting the resignation of the teacher and releasing the teacher from his/her contract.

It is further agreed that in the event the Board owes the teacher additional salary amounts after the teacher resigns or fails to honor his/her contract, the Board may deduct the amount of agreed liquidated damages from the amount owed to the teacher and the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount owed to the teacher by the Board.

The Board reserves the right to waive the monetary provisions of this agreement for liquidated damages if, in the opinion of the Board, such waiver is appropriate.

ARTICLE XII. INSERVICE EDUCATION PLAN

The Inservice Education Plan for Fort Larned Unified School District 495 is the officially submitted plan required by state regulation to permit the use of inservice education for renewal of certification of employees.

PROESSIONAL DEVELOPMENT COUNCIL

The Professional Development Council is a representative group of Local district certified personnel which advises the local Board in matters concerning the planning, development, implementation and operation of the Inservice Education Plan. The Association will

appoint or elect its representatives so that there is proportional representation of elementary, middle school and secondary teachers.

The local committee will follow the requirements set forth by Kansas law and regulations. This plan includes the manner in which the inservice program is aligned with the mission, academic focus, and Kansas Education System Accreditation and the performance measures used in meeting the evaluation standards and criteria.

A full copy of the Inservice Education Plan is submitted and approved by the State of Kansas and is on file at the District Office.

If the district request attendance at a summer inservice, it will pay $150 a day ($75 for half day) for said inservice. If a teacher requests to attend an inservice during the summer, and it is approved by administration, they will be eligible for compensation once they have applied and have been awarded application and impact points through the Professional Development Council.

The Professional Development Council will meet in April of each year to determine which inservices will be automatically approved for payment.

ARTICLE XIII. EARLY RETIREMENT AND SEVERANCE PAY

SECTION A. INTRODUCTION

Employees of USD 495 who may find it necessary or desirable to retire from employment with the district prior to normal retirement age may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of an eligible employee.

SECTION B. ELIGIBILITY

An employee is eligible for early retirement if such employee meets all the following criteria:

1. is currently a full-time certified teacher of the school district,
2. has at least 15 years or more teaching experience in USD 495,
3. written proof of KPERS retirement (85 points) at retirement age

SECTION C. APPLICATION

An employee may apply for early retirement by giving written notice to the Superintendent or his/her designee. Such written notice (and application, found on page 36) shall be submitted on or before **March 1st** preceding the anticipated retirement date and shall include the following information:

1. a statement of an applicant's desire to take early retirement,
2. the anticipated date of retirement,
3. the applicant's birth date and age on the date of retirement

4. the current mailing address and telephone number of the applicant,
5. the number of years the applicant has been employed by the school district.
6. the total number of years of teaching experience in USD 495,
7. applicant's current annual salary,
8. whether the applicant desires payment of early retirement benefits in lump sum or monthly payments,
9. written verification from KPERS

Following final action on any application for early retirement, the Superintendent or his/her designee shall notify the applicant, in writing, the date and the amount of annual early retirement benefits to be paid.

SECTION D. EARLY RETIREMENT BENEFITS

An eligible employee who takes early retirement is entitled to receive annually from the school district a sum of money (early retirement benefit)
equal to the product of:

First Year	-	10% of their base salary at retirement
Second Year	-	10% of their base salary at retirement
Third Year	-	10% of their base salary at retirement

Retiree Health Insurance Benefit:

To receive the health insurance benefit available to continuing contract teachers enrolled in the District's group health insurance plan, a retiring teacher must have been enrolled in the District's plan for the five consecutive school years immediately preceding retirement. For example, a teacher retiring at the end of the 2025–2026 school year must have been enrolled in the District's health insurance plan beginning with the 2021–2022 school year.

Retirees are eligible only for single health insurance coverage. The amount paid by the Board shall be fixed as of the date of retirement. Any future premium increases shall be the responsibility of the retiree.

Effective with retirements beginning after the 2025–2026 school year, the District shall pay the retiree health insurance benefit for two years. A retiree may qualify for a third year of District-paid health insurance by declining payment for unused sick leave, provided the retiree has at least sixty accumulated sick leave days at the time of retirement. If the retiree elects to use accumulated sick leave days to receive the third year of District-paid health insurance, no payment shall be made for unused sick leave, including any days accumulated beyond sixty. This election must be made at the time of retirement and shall be final. If the retiree later declines or discontinues health insurance coverage, the retiree shall not be reimbursed for the forfeited sick leave days.

After the District-paid benefit period ends, the retiree may remain on the District's group health insurance plan, provided the entire premium is paid by the retiree and continued participation is permitted by the plan. The retiree must notify the District of the intent to continue coverage before September 1 following the conclusion of the District-paid benefit period. Once the retiree reaches age 65 and qualifies for Medicare, the retiree shall no

longer be eligible to maintain the USD 495 insurance policy as the retiree's primary health insurance plan.

SECTION E. TERMS AND CONDITIONS

The following terms and conditions shall apply to the school district's early retirement plan.

1. Any application for early retirement shall be granted by the Board of Education;

2. The annual early retirement benefit shall be payable by the school district in monthly payments;

3. An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number;

4. Any person on an early retirement may apply for reemployment in the district. If the person is reemployed by the district then he/she must give up the early retirement benefits. Exception is granted to any person employed as a daily substitute teacher. Retiree will not be allowed to fulfill long-term or full-time substitute assignments. No employee will receive more than a total of three years of early retirement benefits.

5. If death should occur to the recipient during this agreement, the Board of Education will honor said agreement with payment to the beneficiary through the following June 1 or the date the retiree would have attained the age of 65 whichever comes first.

6. Early retirement cash benefits will cease when the retiree reaches or would have reached age 65.

SECTION F. UNUSED AND ACCUMULATED SICK LEAVE

Upon retirement, death or separation of employment after five years of service, the employee shall be compensated by the Board (upon written request) for all unused and accumulated sick leave days. The compensation shall be in the form of cash at the rate of $50.00 per day for each day of unused and accumulated sick leave to be included in the scheduled June check.

A retiring employee who qualifies for retiree health insurance benefits under this Agreement may elect to forfeit payment for unused and accumulated sick leave in exchange for an additional year of District-paid retiree health insurance coverage, as provided in the retiree insurance section of this Agreement. To qualify for this option, the employee must have accumulated at least sixty (60) unused sick leave days at the time of retirement.

If the employee elects to receive the additional year of District-paid health insurance coverage, the employee shall not receive any cash compensation for unused and

accumulated sick leave, including any sick leave days in excess of sixty (60). This election must be made in writing at the time of retirement and shall be irrevocable. An employee who later declines or discontinues retiree health insurance coverage shall not receive compensation for previously forfeited sick leave days.

If for any reason, other than medical reasons, the teacher does not complete a nine full months of employment with the school district, the annual credit of one day of sick leave per month shall be reduced proportionately on account of the teacher's failure to complete his/her contract for reasons other than medical reasons.

ARTICLE XIV. REDUCTION IN PERSONNEL

SECTION A. AUTHORITY TO IMPLEMENT A REDUCTION IN PERSONNEL

As a result of authority granted to the Board by Kansas Statutes, the Board has the responsibility of determining the composition of the professional staff necessary to implement and maintain educational programs in the District. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of professional employees employed by the district. A decision to reduce professional staff will, in all cases, remain at the sole discretion and judgment of the Board.

SECTION B. USE OF ATTRITION

In the event that a reduction of teaching personnel becomes necessary, the Board shall attempt to accomplish the same through normal attrition (i.e. resignations, retirement, or leaves of absence); however, in certain cases normal attrition may not be sufficient to achieve the necessary reduction of professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this Agreement.

SECTION C. PROCEDURE

1. Whenever the Board determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff; the Superintendent will be directed to advise all professional employees of the District of the reasons for the reduction of professional staff and to inform them of the procedures and considerations to be used in determining which employees will have their contracts non-renewed. The Superintendent will review all relevant facts and circumstances and will recommend to the Board those professional employees whose contracts will be non-renewed.

2. A tabulation of each teacher's accumulated points will be made at the District Office on the form which is included as a part of this Article. The tally will be dated, verified by the teacher's signature and placed in the teacher's personnel file.

3. Within a reasonable period of time after the determination to reduce personnel is made, each faculty member who may be affected will be given a copy of the points

accumulated by all individuals being considered for the position. The points will be determined by using the criteria as specified in this Article. A copy of the points accumulated by all teachers in question will also be supplied to the Association president, or representative. The principal's assessment shall be based exclusively on the District's formally adopted teacher evaluation system and corresponding summative ratings. Informal or subjective judgments not reflected in the official evaluation record shall not be used. (See * on points form).

4. For the purposes of considering a reduction of professional staff, all professional employees of the District will be assigned to the category in which the employee is certified to teach and/or spends a majority of his/her time teaching. (CATEGORY-defined as an endorsement determined by code numbers listed in the Certification Handbook for the State of Kansas). Employees who are assigned to the affected category and are certified in additional categories will be temporarily exempted from the reduction process. The Superintendent would then review the weighted criteria of the remaining employees on the list, consider all relevant facts and circumstances and will recommend to the Board those professional employees whose contracts will be non-renewed.

   If all affected employees are qualified to declare themselves exempt from the list then all of the affected employees would be returned to the original list and the Superintendent will then review the weighted criteria of each employee, consider all relevant facts and circumstances and will recommend to the Board those professional employees whose contracts will be non-renewed.

5. After determining which category or categories require a reduction of professional staff, the Superintendent will use the following criteria and weights assigned thereto in developing the recommendations for non-renewal:
   FACTOR WEIGHTS

   (a) Prior years in USD 495

Points	Years
1	0-2
2	3-5
3	6-9
4	10-13
5	14-17
6	18-21
7	22-or more

*.5 or greater rounded up-based on serving 1/2 base contract days or one complete semester.

(b) College Hours (Placement on the Salary Schedule)

Points	Location on the Schedule
1	BA
2	BA/10
3	BA/20
5	MA

6	MA/15
7	MA/30

(c) Areas Certified to Teach-shall mean the subject area endorsement as designated by the last two digits of the four digit code as listed in the Certification Handbook for the State of Kansas. Endorsements listed on the certificate **October 1** of the year of RIF.

Points	Areas
1	Certified in elementary or one field in secondary and One (1) point for each additional field of general and/or special education

(d) Professional Performance / Teacher Effectiveness
Points shall be assigned based on the employee's summative evaluation ratings from the District's approved evaluation system over the previous three evaluations, where available.

Points	Areas
7	Highly Effective
5	Effective
3	Developing
0	Ineffective

- If fewer than three evaluations are available, the average of available shall be used.
- Evaluations must be completed in accordance with district policy and state law.

6. After determining which category or categories require a reduction of professional staff and the number of points accrued by all of the individual professional staff members within each category or categories, the Superintendent will then consider professional employees for non-renewal in the following sequence:

(a) "Temporary professional employee" shall mean a professional employee who is employed for less than a full school year and is employed on a non-continuing contract.

(b) "Probationary part-time professional employee" shall mean a professional employee who is assigned less than a full school day.

(c) "Permanent status part-time professional employee" shall

mean a professional employee who declines an offer of full-time employment.

(d) "Probationary professional employee" shall mean a professional employee who has been employed with the District for less than three full consecutive years.

(e) "Permanent status professional employee" shall mean a professional employee who has been employed by the District for three or more full consecutive years.

Any permanent status part-time professional employee who is being considered for non-renewal will be afforded the opportunity to be considered for full-time employment with the District. If such permanent status part-time professional employee accepts the offer to be considered for full-time employment, then he or she will be placed in the category of permanent status full-time professional employee.

7. Probationary professional employee" shall mean a professional employee who has been employed with the District for less than four consecutive years. The employee would have to be offered their fifth contract to be considered a "permanent status employee".

8. In all reduction decisions, the Board retains the authority to consider the instructional and programmatic needs of students, including but not limited to student achievement data, program continuity, and the ability of staff to support district improvement goals.

SECTION D. NOTIFICATION OF VACANCY

For two years from the date of a teacher's non-renewal because of reduction in personnel, the District will notify the teacher of any vacancy for which the teacher is qualified and certified. If the teacher so requests, an interview will be scheduled with the Principal in the building where the vacancy exists. It will be the responsibility of the teacher to provide the District with any change(s) of address within this two year period.

POINTS FORM

NAME_____

BUILDING_____

PRESENT ASSIGNMENT_____

		POINTS
(1)	Years Experience in the System	_____
(2)	College-Hours (Placement Salary Schedule)	_____
(3)	Categories Certified to Teach	
	1._____	
	2._____	
	3._____	
	4._____	
	5._____	_____
(4)	Professional Performance / Teacher Effectiveness	_____

TOTAL POINTS FOR THE YEAR 2026-2027 _____

DATE_____PREPARED BY_____

I verify that the total points as computed above are correct for the years shown.

_____
Signature-Teacher

_____
Date

Article XV Duration of Agreement

This agreement negotiated and ratified by the Board of USD 495 and the Fort Larned NEA shall be effective for a twelve-month period commencing August 1, 2026, and continuing through July 31, 2027. This agreement will replace all prior agreements.

DATED this 8th day of June 2026 at Larned, Kansas

ATTEST: J Burris
Clerk
Jenni Durant
President Board of Education

DATED this _____ day of _____ 2026, at Larned, Kansas

ATTEST: _____
Secretary

_____
President, Ft. Larned-NEA

EXHIBIT A. (Revised March 2003)

NOTIFICATION OF CHANGE IN SALARY CLASSIFICATION
Ft. Larned Unified School District 495

June 1st - Notification Date: If teachers feel they will be eligible for horizontal movement on the salary schedule, notification should be made prior to June 1st.

September 1st - Completion Date: In order for course(s) to be considered for salary advancement in the ensuring year, said course(s) must be completed prior to September 1st.

October 1st - Advancement on the salary schedule will NOT be granted until official transcripts are on file in the District Office. Transcripts are due by October 1st.

Name_____Date:_____

Building_____Present Position:_____

I request to be changed from step_____Bachelor's Degree column to
step_____Bachelor's Degree + 10 column to
step_____Bachelor's Degree + 20 column to
Completion of Masters_____Request $500.00 One Time Stipend**
step_____Master's Degree column to
step_____Master's Degree + 15 column to
step_____Master's Degree + 30 column on
on the salary schedule

**Payable October Paycheck
I have or will have the following hours:

* College Hours_____(number of hours)

* Inservice Hours_____(number of hours)

Remarks:_____
_____

_____
Teacher's Signature

Approved by:

_____ _____
Superintendent Signature Date

EXHIBIT B.
Unified School District 495
120 East 6th
Larned, Kansas 67550

APPLICATION FOR EARLY RETIREMENT

1. Full Name of Applicant_____
2. Anticipated Date of Retirement_____
3. Applicant's Birth Date_____Age at Retirement_____
4. Current Mailing Address_____
5. State_____Zip_____Phone Number_____
6. Number of years applicant has been employed by USD 495_____
7. Total years of teaching experience with USD 495_____
8. Preference of retirement benefits: Lump Sum_____Monthly_____

Amount of KPERS benefit applicant will receive at early retirement _____.

Amount of benefits applicant could receive at age 65_____
(Copy of statement from KPERS must be attached.)

Date of application_____

Signature of Applicant_____

FOR EMPLOYERS USE ONLY**********

USD 495 Benefit

Early Retirement _____

TO BEGIN_____

Signature_____Date_____

EXHIBIT C

USD 495
Application For Sick Bank Leave Days

Applicant's Name_____ Building_____

Application Date_____ Number of years service in the district_____

Name and relationship of disabled or ill party to the applicant:_____

Nature of the illness, injury, or disability:_____

I have been charged leave without pay for the following dates:_____

I am applying for a total of _____ days.

_____ _____
Signature of Applicant Date

_____ _____
Signature of Building Administrator/Supervisor Date

(By signing, I agree that the applicant has not abused his/her personal and/or sick leave to my knowledge, and all leave forms for the above dates have been approved.)

(Following to be completed by Committee Chairperson)

Disposition: Day(s) Approved _____

Day(s) Not Approved_____

Comments:_____

Date:_____ Chairperson:_____

Date:_____ Committee Member:_____

Date:_____ Committee Member:_____

Exhibit D

Professional Development
Application & Impact Points for USD 495

Completed form and evidence are due to the building administrator by May 1.

Name _____ Building _____
Title of Activity _____ Teaching Assignment_____
Data of Activity_____ Hours in Attendance_____
*Do not include lunch, breaks, etc.

LEVEL	POINT	HOURS ATTENDED	CATEGORY *C/PE/SP	POINTS REQUESTED	POINTS APPROVED *Building Ad.
Knowledge "What do I know that I didn't know before?"	1 pt = 1 contact hour				
Application "What am I doing that I didn't do before?"	2 X Knowledge Points				
Impact "How did I change student performance or how teachers teach?"	3 X Knowledge Points				

* C=Content PE=Professional Education SP=Service to the Profession

Please attach supporting evidence to this form. The documentation is extremely important in deciding whether you have fulfilled the requirements for each level so that you may receive your points.

Evidence for Application points should show how you used the knowledge gained to change your instruction. Examples of evidence include, but are not limited to: administrative observations, brief descriptions of the activity, video of the lesson, and/or a summary of the activity.

Evidence for Impact points must show how your knowledge activity directly impacted student performance improvement. Are you changing the quality of education in your building, district, or beyond? This process may take longer than one school year. Evidence may include but is not limited to pre/post tests data, district formative assessments, performance outcomes, and/or student artifacts to document success.

Your evidence should answer the following questions:

- Explain how your attendance at this activity will influence students and your professional development.

- Describe how this activity connects to one of the following: district priorities, building goals, and/or individual goals.
- How has this activity impacted your professional growth?

Applicant's Signature _____ Date _____

Principal's Signature _____ Date _____

Approved ☐ Not Approved ☐