

# 2023-2024 TENTATIVE AGREEMENTS

Changes: Omissions are shown as ~~strike-out~~ and additions are in red

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## Noticed Articles with tentative agreements

### **Agreement**

#### Proposed Language

This AGREEMENT is entered into this July 1, ~~2022~~ 2023 (KNEAT ratified and Board approved “DATE”) by and between the BOARD OF EDUCATION OF TURNER UNIFIED SCHOOL DISTRICT NO. 202 (herein referred to as the “Board”) and the KANSAS NATIONAL EDUCATION ASSOCIATION TURNER (herein referred to as “KNEAT”).

### **Article 3: Duration**

#### Proposed Language

ARTICLE 3: Duration 1. The Agreement between the KNEAT and the Board shall be effective from July 1, ~~2022~~ 2023 until June 30, ~~2023~~ 2024. The Agreement may be opened for meetings and conferring if either party serves notice in writing upon the other party by March 31, ~~2023~~ 2024. If notice is given by either party by March 31, ~~2023~~ 2024, the parties shall begin thereafter to meet as required by K.S.A ~~72-5423~~ 72-2228.

### **Article 10: Liquidated Damages**

#### Proposed Language

1. In the event any teacher resigns or fails to honor the terms of the contract after the date designated in K.S.A. 72-2251, the teacher shall pay the Board liquidated damages. The Board will accept the resignation upon receipt of:

1.1 ~~\$1,000~~ \$1,250 for a resignation received after the date designated in K.S.A. 72-2251 (14 days after the third Friday in May) and June 30, inclusive

1.2 ~~\$1,250~~ \$1,500 for a resignation received between July 1 and August 1, inclusive

1.3 After August 1 the Board will deny resignations except for the most extenuating circumstances. If resignation is accepted after August 1, the employee will pay the Board ~~\$1,500~~ \$2,000 in liquidated damages.

2. In the event that the Board owes the teacher additional salary amounts after the teacher resigns or fails to honor the contract, the Board, with consent from the teacher, will deduct the amount of liquidated damages.

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

4. Liquidated damages will be negated for a teacher leaving the district when a change to their tentative teaching assignment occurs after penalty date. Teachers will also be released from contract.

## **Article 20: Salaries**

### **Proposed Language**

1. 1.5% on Base (\$277,100)
  - a. Vertical movement (\$179,000)
  - b. Horizontal movement (\$150,000)
2. 7.5% Medical insurance contribution increase (\$283,000)
  - a. With wellness screening: \$9,026.88 annual per person = \$752.24/month
  - b. Without wellness screening \$8,654.88 annual per person = \$721.24/month)
3. District 403(b) contribution: USD 202 will match employee contribution up to 1.25% of salary schedule placement (\$280,000)
4. 3% ESSER retention payment (\$562,000)

## **Article 21: Supplemental Salaries**

### **Proposed Language**

TUSD 202 proposes increasing the BASE for schedule B by **4%**

An increase from \$36,720 to **\$38,189**

## **Article 22: Fringe Benefits**

### **Proposed Language**

2.1 In addition, the Board will pay up to \$699.76 \$752.24 per month of the cost of the contracted health insurance for permanent employees participating in the Wellness Screening. For employees who choose not to participate in the Wellness screening, the Board will pay up to \$668.76 \$721.24 per month of the cost of the contracted health insurance

3. 403b District Matching Program. Certified employees who are benefits eligible and actively contributing to KPERS are eligible for this program.

3.1 The board will match an employee's contributions up to 1.25% of the employee's salary placement on schedule A.

3.2 Employees own 100% of employee's contribution.

3.3 All TUSD years of service will count toward the five-year vesting schedule.

3.4 An employee is 100% vested after completing 5 years of service to TUSD. If an employee separates employment prior to fully vesting, the amount of the district contribution the employee retains is pro-rated based upon the number of years the employee has worked for TUSD as illustrated in the vesting schedule.

3.5 Vesting Schedule:

USD 202 Years of Service	Vesting Schedule
1	20%
2	40%
3	60%
4	80%
5+	100%

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## Noticed Articles that were withdrawn

### **Article 7: Grievance and Arbitration**

KNEAT withdrew this noticed Item-Original Language Remains

### **Article 11: Discharge and Discipline**

KNEAT withdrew this noticed item. We collectively came up with language for conflict resolution to be shared with Administrators and placed in staff handbooks.

#### **Procedure for handling complaints regarding lateral level co-workers to be placed in staff handbooks.**

1. *Purpose: Establish equitable solutions at the lowest level.*
2. *Definition of Complaint: A complaint is a perceived conflict, or a negative interaction that adversely affects the working environment by an employee towards a lateral level co-worker, or an alleged misinterpretation of statements in the workplace that impedes someone's ability to do their job. The complaint procedure is not adversarial in nature.*
3. *Procedure for Handling Complaint*
  - Step One: Within five (5) days of the occurrence, the aggrieved employee will make an attempt to informally resolve the issue at the lowest level. If the complaint is mutually resolved, the process is complete. If the complaint is not mutually resolved, the process will advance to Step Two.*
  - Step Two: If a complaint is not resolved at step one, the complainant notifies an administrator in writing. Then, the administrator will schedule non-binding/voluntary mediation between the parties. The mediator will be mutually agreed on and work with the parties to resolve the issue.*
  - Step Three: If the mediation was declined or did not end with a resolution, the complainant will request a meeting with an administrator.*
  - Step Four: If the complaint is not mutually resolved, the parties will be referred to Human Resources to file a formal complaint.*

### **Article 13: Plan Time**

TUSD withdrew this noticed Item-Original Language Remains

### **Article 19: Leave Time**

KNEAT & TUSD withdrew this noticed Item-Original Language Remains

### **Article 23: Retirement**

TUSD withdrew this item

(We collectively decided to put the 403b matching plan in Article 22 Fringe Benefits)