

Professional Negotiated Agreement

Between

Kansas National Education Association

Turner

and

Turner USD #202

Board of Education

for the

20212022-2223

School Year

Table of Contents

Article 1 Recognition.....	3
Article 2 Management Rights.....	4
Article 3 Duration.....	4
Article 4 Legal Provisions.....	4
Article 5 Academic Freedom.....	5
Article 6 Political Activity.....	6
Article 7 Grievance and Arbitration.....	7
Article 8 Protection of Employee Property.....	11
Article 9 Reduction in Professional Staff Work Force.....	12
Article 10 Liquidated Damages.....	16
Article 11 Discharge and Discipline.....	17
Article 12 Teacher Instructional Day.....	17
Article 13 Planning and Lunch.....	18
Article 14 Class Size.....	20 ¹⁹
Article 15 Vacancies and Promotions.....	20
Article 16 Assignment and Transfers.....	21 ²⁰
Article 17 Teacher Appraisal.....	22 ²¹
Article 18 Professional Learning Program.....	23
Article 19 Leave Time.....	25
Article 20 Salaries.....	36 ³⁴
Article 21 Supplemental Contracts.....	38 ³⁶
Article 22 Fringe Benefits.....	40 ³⁸
Article 23 Retirement Pay.....	42 ³⁹
Article 24 Early Retirement.....	42 ³⁹
Article 25 Calendar.....	44 ⁴¹
Article 26 Payroll Deduction of KNEAT Membership Dues.....	46 ⁴³
Article 27 Student Teachers.....	47 ⁴⁴

Appendix A ~~2021~~~~2022-2022-2023~~ Total Compensation Schedule

Appendix B ~~2021~~~~2022-2022-2023~~ Supplemental Contracts

Appendix C Formal Grievance Statement

Appendix D Extra Duty Timecard

Professional Negotiated Agreement

This AGREEMENT is entered into this ~~July 1, 2021~~ ~~2022~~ (KNEAT ratified and Board approved ~~June 1, 2021~~ ~~August 16, 2022~~) 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”).

Formatted: Highlight

Formatted: Highlight

ARTICLE 1: Recognition

1. The Board recognizes the KNEAT as the exclusive bargaining representative for all persons who are covered by this Agreement. This recognition is extended and this Agreement is entered into pursuant to KSA 72-5413 et seq.
2. All certified personnel holding a basic teacher’s contract are covered by the provisions of this Agreement except when they are performing regular administrative or supervisory duties.
3. For purposes of this Agreement, “teacher” is defined as any member of the teacher’s negotiating unit as defined in KSA 72-5413. This includes teachers, counselors, librarians, library/media specialists, school psychologists, school nurses, and school social workers.

ARTICLE 2: Management Rights

1. The Board reserves and retains, solely and exclusively, all rights of management which have not been abridged by a specific provision of this Agreement or by state law.

ARTICLE 3: Duration

1. The Agreement between the KNEAT and the Board shall be effective from July 1, ~~2021~~2022) until June 30, ~~2022~~2023.
2. The Agreement may be opened for meetings and conferring if either party serves notice in writing upon the other party by March 31, ~~2022~~2023. If notice is given by either party by March 31, ~~2022~~2023, the parties shall begin thereafter to meet as required by K.S.A. 72-5423.

ARTICLE 4: Legal Provisions

1. In the event any federal, state, or local law is finally ruled to conflict with any provision or provisions of this Agreement, the provision or provisions so affected will no longer be operative or binding upon the parties, but the remaining portions of the Agreement shall continue in full force and effect.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

3. The parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.
4. The Agreement may be amended at any time by mutual consent of KNEAT and the Board.
5. Neither the building administrator, superintendent nor teacher shall have any authority to alter or amend the provisions of this Agreement.

ARTICLE 5: Academic Freedom

1. The Board seeks to educate young people in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the dignity of the individual and for the Constitutions of the United States and the State of Kansas, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be transmitted best in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom is enjoyed.
2. Freedom of individual expression, consistent with the obligation to respect the rights of all others, shall be encouraged to safeguard the paramount interest of the school in the learning climate for pupils.
3. Academic freedom shall be guaranteed to pupils and teachers and no arbitrary limitations shall be placed on/or by teachers upon study, investigation, presentation, and interpretation of facts

and ideas concerning man, human society, the physical and biological world, and other branches of learning, when pursued in accordance with Board policy, rules and regulations, and administrative approval.

ARTICLE 6: Political Activity

1. It is the right of every staff member of Turner Unified School District No. 202 to participate in political activities or to hold a public office that is consistent with applicable state and federal laws as do other citizens in the community. The same rights apply to the Association representing the teachers of the Turner Unified School District, including school board elections and school revenue issues, provided teachers conduct themselves in a peaceful manner at all times.
2. The exercising of these rights shall not decrease the effectiveness of or unduly interfere with the staff member's performance of the tasks for which he/she is employed.
3. Any use of school facilities for political activities shall be cleared with the Superintendent of Schools.
4. KNEAT agrees it shall be a violation of this Agreement for the KNEAT or any teacher to engage in any strikes, picketing, slowdown, cessation, or interruption of services directly or indirectly affecting the operations or functions of TUSD No. 202.
5. The provisions which are set forth herein may be remedied through either the grievance and arbitration provisions of this Agreement or through the Courts of the State of Kansas by way of injunctive relief.

Article 7: Grievance and Arbitration

1. Purpose: The purpose of the grievance procedure is to secure, at the lowest appropriate level, equitable solutions to contractual problems affecting employees covered by the Agreement.
2. Definition of Grievance: A grievance is a complaint by a person covered by the Agreement involving an alleged misinterpretation, misapplication, violation, or disregard of this Agreement. A grievance shall not be deemed to exist until some individual has suffered actual damage. The grievance procedure is not advisory in nature.
3. Definition: Days means days of the contract year, except during the summer months when “days” refers to the days in which the central office is open for business. The count for number of days begins the day following an event. The number of days indicated at each level of the process should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual consent.
4. In no event shall a disciplinary warning or a professional appraisal be the subject of an arbitration hearing unless the warning or appraisal forms part of the basis for a termination or non-renewal which is itself the subject of an arbitration proceeding. Grieved disciplinary warnings or appraisal shall be held in an employee’s file and shall be subject to an arbitrator’s review at the same time as a termination or non-renewal for which they form the basis or part of the basis; provided, however, that, upon resignation from the district, a teacher may proceed to arbitration on any critical appraisals in his/her file at the time. All other detrimental materials in the employee’s file will be destroyed at the time of resignation.

5. Procedure for Handling Grievance

Step One:

The aggrieved person shall first present the grievance in writing to the administrator at the level to which the grievance pertains – in most cases, this will be the building administrator - within seven (7) days of its occurrence, with the objective of resolving the matter informally. If the grievance is not resolved, or if the building administrator does not answer the grievance in writing within seven (7) days of its receipt, the grievance shall advance to Step Two.

Step Two:

In the event the grievance is not resolved in this informal effort, the aggrieved person or his/her representative shall give formal notice in writing to the building administrator and the KNEAT PR&R Committee. The PR&R Committee may, within twenty (20) days after the grievance occurred, request in writing to meet with the Superintendent or a committee designated by him/her, to set forth the grievance. The Superintendent will have twenty (20) days following the meeting with the PR&R committee to issue a response.

Step Three:

In the event the PR&R Committee is not satisfied with the response, the PR&R Committee may, within five (5) school days thereafter, request in writing a hearing before the Board of Education. The Board may designate a committee of Board members (at least three) to hear such grievance within thirty (30) calendar days after receipt of the request by KNEAT for a Board hearing. This step may be waived by mutual agreement of KNEAT and the Board.

Step Four:

In the event that KNEAT is not satisfied with the disposition of the grievance at Step three, KNEAT may request arbitration within thirty (30) school days.

No more than one (1) grievance shall be submitted at the same arbitration to the same arbitrator unless both parties mutually agree to submit more than a single grievance.

KNEAT and the Board shall seek to agree on the arbitrator. If the parties are unable to agree upon an arbitrator within five (5) days from the date arbitration is called for, the parties shall request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.

Within five (5) days after receipt of such list, the arbitrator will be chosen as follows:

The party requesting the arbitration shall strike the name of one (1) arbitrator first. Thereafter, the parties shall alternate until the name of one arbitrator remains. The person whose name thus remains will be the arbitrator of the unresolved grievance(s).

Any question of arbitrability of a particular dispute or grievance shall be decided by a court of competent jurisdiction.

When a list of names is furnished by the Federal Mediation and Conciliation Service for the purpose of arbitrator selection, either party shall have the right to reject the first list submitted.

The arbitrator shall have the authority to determine the procedural rules of arbitration, and arbitration and shall have authority to make such binding orders as are necessary to enable him/her to act effectively. He/she shall observe the rules of evidence and his/her decision shall be final and binding on all parties and the grievant(s), provided, it complies with the provision of this Agreement.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Board or its agents or KNEAT where such discretion has been retained by the Board or KNEAT.

In the resolution of disputes between the parties to this Agreement, the arbitrator shall strictly adhere to and be governed by the specific language of this Agreement.

No arbitrator, court, agency, person, or other tribunal shall have any authority to find that the Board is bound to do, or refrain from doing, anything or act unless it is clear from the expressed words of this Agreement that this result was intended by both parties. The arbitrator shall have no authority to exercise any responsibility or function of the Board or to direct the Board to take or refrain from taking any action where such function, responsibility, or action is reserved to the Board by law or by the provisions of this Agreement.

The decision of the arbitrator shall be based only on the evidence presented to him/her by the parties in the presence of each other.

The arbitrator's award shall not be retroactive beyond the date of ten (10) calendar days prior to the filing of the grievance or the actual date of the occurrence of the grievance, whichever period of time is the shortest.

The expenses of each witness and the compensation of any witness and/or representatives for either party shall be paid by the party calling such witness. The arbitrator's fee and expenses shall be shared equally by the Board and KNEAT.

KNEAT may refuse to process, abandon or may settle a grievance or arbitration procedure.

Following the time limits as specified in this Grievance and Arbitration Article is of the essence and failure to comply with the time limits as specified shall be deemed to be a waiver or abandonment of the grievance or right to arbitrate and shall not thereafter form a basis of a grievance, right to arbitrate or legal cause of action unless such time limits are waived by mutual agreement, in writing between the parties. If the Board fails to respond within the time limits at any step, the grievance shall be advanced to the next step.

6. Procedure for handling Grievances Relating to Termination or Non-Renewal

6.1 Grievances relating to termination or non-renewal of a teacher contract shall be advanced immediately to Step Two of the Grievance Procedure and the notice required by Step Two must be filed within fifteen (15) days of the date of receipt by the teacher of a notice of intent to terminate or not renew a contract. In the event that KNEAT is not satisfied with the disposition of the grievance at Step Three, or if Step Three is waived, KNEAT may request arbitration within thirty (30) school days. The parties hereby intend and agree that the grievance and arbitration procedure established herein shall be in lieu of the hearing provided by K.S.A. 72-5436 et seq. And agree that the decision of the arbitrator shall be final and binding on both parties. Should any individual choose or attempt to proceed under the provision of said K.S.A. 72-5436 et seq., that person shall there by automatically waive any right to proceed under the binding arbitration provision of this Agreement. The teacher shall make an affirmative election in writing as to which procedure he/she will choose to address the termination or non-renewal.

Article 8: Protection of Employee Property

1. The Board may repay or reimburse professional employees the cost of value up to a maximum of three hundred and no/100 (\$300.00) dollars per occurrence of personal property due to the following:

- Work activities of any Turner USD 202 employee (examples: mowers and snow removal)
- Burglary of a Turner USD 202 facility

- Assault or battery which occurs during the course of employment provided the damages are committed on school property and unless such loss is covered by insurance or from other sources.
 - In the event of damage to personal property caused by remodeling or construction, the school district will assist the teacher in collecting damages from the appropriate source.
- 1.1 The burden shall be on the certified employee to exhaust all avenues for reimbursement from the responsible party and to establish that such loss occurred in the course of their employment and was committed on school property.
 - 1.2 The employee must report the incident to his/her building administrator or administrative supervisor within 48 hours of him/her being aware of the incident.
 - 1.3 Proof of amount of loss by proper receipts or otherwise shall be made the responsibility of the professional employee.
 - 1.4 Request for reimbursement shall be made to the immediate supervisor or building administrator of the building in which the incident occurred.
 - 1.5 The building administrator's or immediate supervisor's determination of whether the particular circumstances involved justify any assistance from the Board shall be final.
2. This article shall not be construed to be an admission of liability on the part of the District.

Article 9: Reduction in Professional Staff Work Force (RIF)

RIF is defined by this agreement as a reduction of more than 5% of the certified teaching staff positions.

1. In the event of a reduction in professional staff, consideration will be given to seniority, degrees and/or hours, prior evaluations, and licensure/endorsements.

1.1 Personnel reductions will be made on a district-wide basis rather than building by building.

2. The following factors will apply in a RIF situation:

2.1 Areas of competence indicated by licensure, the individual's grade level or departmental preference, and experience.

2.2 A point system will be utilized to determine the RIF order of teachers. Points will be awarded in each of the four following areas up to a total maximum of 120 points:

- | | | |
|-----|------------------------|------------|
| (A) | Seniority | Maximum 25 |
| (B) | Degrees and/or Hours | Maximum 35 |
| (C) | Evaluation | Maximum 45 |
| (D) | Licensure Endorsements | Maximum 15 |

Total Maximum Points 120

2.2.1 Seniority is defined as the length of full-time equivalency (FTE) contracted employment in the district, and prorated for part-time contracted employment in the district, beginning on the date the employee first reported to work. This shall exclude any interruptions of service because of resignation, separation, or personal leaves of absence. Seniority among all teachers with the same starting date will be determined by the date the employee's original contract was first approved by the Board. One point will be granted for each year of seniority up to a maximum of 25 points.

2.2.2 Teachers will be awarded the following points for hours and degrees:

Bachelors	=	19
Bachelors +10	=	21
Bachelors +20	=	23
Bachelors +40	=	25

Masters	=	27
Masters +15	=	29
Masters +30	=	31
Masters +45	=	33
Master's/ Specialist/ Doctorate +60	=	35

2.2.3 An average of the last two (2) District evaluations will be computed for a maximum of 45 points using the district scale:

TCAS	Points
0-10	0
11-21	15
22-34	30
35-47	36
48-63	45

The 21 measures in the TCAS System will use the following scale:

- Needs Assistance 0 Points
- Basic 1 Point
- Proficient 2 Points
- Distinguished 3 Points

2.2.4 Teachers may earn one (1) bonus point, with a maximum of five (5) points, for each highly qualified endorsement where college credits were not earned, as recognized by Kansas licensure, beyond the teacher's primary license.

3. Recalling teachers who have been laid off

- 3.1 A teacher terminated due to RIF will, if requested in writing, have priority on the substitute list.
- 3.2 Teachers will be carried on the recall list for a maximum of two (2) years.
- 3.3 Board may transfer existing personnel to vacancies before recalling anyone.
- 3.4 It is a teacher's responsibility to notify the district, in writing, of changes in address or qualifications or the acceptance of a full-time teaching contract with another district by December 10th.
- 3.5 A teacher terminated due to RIF may engage in teaching or another occupation during the period of such leave. However, a teacher accepting a regular teaching contract from another school district shall be removed from the list.
- 3.6 Teachers shall be notified in writing, by certified mail to their last known address, when a vacancy occurs. They shall have fifteen (15) days from receipt of return of such notice to accept such vacancy. If the teacher declines or fails to respond to such offer the teacher shall be removed from the list.
- 3.7 Teachers may retain membership in the district health coverage plan at their own expense for a maximum of two years.

- 3.8 A recall teacher regains all employment benefits to which he/she was entitled at the time of the layoff, including placement on salary schedule.
- 3.9 No leave benefits may be accrued during the period of termination due to RIF.
- 3.10 College credit/degrees earned during the period of termination due to RIF will be recognized for salary placement (prior course work approval is required).
- 3.11 Teachers will be recalled in reverse order of dismissal subject to licensure and qualifications.

Article 10: Liquidated Damages

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 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 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 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 11: Discharge and Discipline

1. Termination or non-renewal of an individual teaching contract shall be performed in accordance with Kansas statutory provisions.

Article 12: Teachers' Instructional Day

1. The school day for teachers shall be eight (8) hours with arrival and departure schedule to be determined by the Board of Education, except for the designated days fulfilled on an hourly basis as described in this Agreement. The starting times and finishing times of the ~~days designated~~ days designated for conference days may include a 12-hour workday with final approval by the Board of Education.
 - 1.1 Except as the teacher and the building administrator would alter the length of the day through the use of a written request signed by the teacher and approved by the building administrator, the final decision to temporarily alter or lessen the school day shall remain with the Superintendent of Schools.
 - 1.2 Teachers at Journey School of Choice shall work the same number of hours (1480) as teachers contracted to work in other schools.

2. In addition to those faculty meetings called during the contracted school day, the building administrator may schedule an additional nine (9) hours for faculty meetings during the school year in blocks of fifteen (15) minutes.
 - 2.1 This additional time will be used as an extension of faculty meetings which begin or end during the contracted school day.
3. The teacher workday will include attendance at two Building Principal's Advisory ~~Council~~Council designated parent-teacher events outside of the normal instructional day. These events will be no longer than 3 hours in duration. Whenever possible, these events shall be determined before the closing of the school year, but not later than July 1, prior to the new academic year. If the teacher is unable to attend the BPAC designated events, the teacher will make an appeal to the Superintendent and/or designee. If the appeal is approved, the teacher and building principal will select a mutually agreed upon event to replace the designated parent/teacher event.
4. On the last school day before a holiday(s) and election day(s), teachers shall be allowed to leave school not later than upon completion of regularly assigned duties.
5. Teachers will not be assigned to cafeteria duty. No teachers may volunteer for cafeteria duty in lieu of a classroom assignment. Teachers may volunteer for cafeteria duty during duty-free time at the short-term assignment rate.

Article 13: Planning and Lunch

1. Each employee certified by the Kansas State Board of Education shall have a regular daily period for the purpose of class preparation and planning on normal instructional days.

- 1.1 When the normal instructional schedule is altered for any reason, planning time may be adjusted.
- 1.2 The planning time at the high school and middle school shall be a regular class period. Planning periods at the elementary school shall be a minimum of thirty (30) uninterrupted minutes each day and will average 225 minutes per 5-day week. Planning periods shall be free of assigned duty. However, planning time is a designated time to be used for classroom lesson preparation, grade reporting, parent communication, and communication on curricular and instructional matters with colleagues and administrators. The structure of the building schedule shall be developed by the building principal upon advisement of the BPAC and subject to approval of 51% of the buildings' certified staff. The Superintendent must also approve the buildings' proposed schedule.
- 1.3 Planning time will be provided during the time students are attending classes in at least one building to which the teacher is assigned.
- 1.4 There will be compensation for planning time used at the elementary level for required meetings at the short-term assignment rate unless substitute plan time is given. The planning time will normally be free of assigned duty.
2. Building Principal's Advisory Council are encouraged to examine opportunities that will allow for additional planning and collaboration between staff persons and will share such information with the Superintendent of Schools.
3. Teachers will be entitled to the specified minimum lunchtimes.

3.1 Elementary teachers will have a duty-free lunch period of thirty (30) consecutive minutes each day at a time during the normal lunch period of the school and exclusive of the planning period.

3.2 Middle school and high school teachers will have a duty-free lunch period of a minimum of twenty-five (25) consecutive minutes each day, excluding passing and/ or escort time, at a time during the normal lunch period of the school and exclusive of the planning period.

Article 14: Class Size

1. In determining the number of students per class, the Board, in consultation with the staff, shall consider but shall not be limited to such factors as classroom teacher/pupil ratio, room size, ability of the students, age of the students, grade level, available facilities and equipment. Every attempt will be made to have appropriate distribution of students.
2. The Building Principal's Advisory Council, administrators and staff will examine such factors as listed above to explore alternatives that would decrease the number of students per class. The actual determination shall rest within the discretion of the Board.

Article 15: Vacancies and Promotions

1. Not less than five (5) working days prior to filling a vacant position, announcement shall be made to all personnel by posting on the website (herein this document, "website" is defined as District hosted public access site) a periodic listing of available positions, including summer and evening school staff positions and supplemental and administrative aide positions.

2. Persons who make written application for such positions will receive a written response within six (6) weeks.

Article 16: Assignment and Transfers

1. Teachers may express preference for the building assignments, by submitting such preference in the districts recruit and hire system by March 1, preceding issuance of contracts. Such statements of preference shall be considered but shall not be binding. If a teacher's request to fill a position is not met within six (6) weeks from the day it is submitted in the district's recruit and hire system, the teacher shall receive a written explanation concerning the status of the request. If the position is not filled, further written explanation shall be given upon request.
2. Teachers shall be notified in writing of their tentative teaching assignment including building and subject and/or grade level before May 15. Tentative assignments are subject to change and final determination of assignment shall be made by the Superintendent. The teacher shall be notified concerning changes in his or her assignment as soon as possible.
3. Any currently employed teacher notified of a necessary transfer between buildings may request a choice of vacant positions.
4. Transfers and assignments shall be made by the Superintendent of Schools or administrative designee, and he/she shall consider, but not be limited to, teachers' professional qualifications, seniority in the district, major and minor fields of preparation, and teacher request for choice of vacant positions. The Superintendent, or administrative designee, shall consult with a teacher concerning a transfer.

Article 17: Teacher Appraisal

1. Written appraisal of teachers shall follow the guidelines established by the Turner Unified School District No. 202 appraisal procedure on file with the State Department of Education and may include, but not necessarily be limited to, comments pertaining to some or all of the following suggested criteria for teacher appraisal, as specified in the certified evaluation system. The weight to be given to any factor evaluated, and the content of the appraisal, shall be ethical and solely within the discretion of the evaluator and/or the Board.
2. No teacher will be given an unsatisfactory appraisal solely because of non-participation in PTA (PTSA) activities, extra duty or supplemental contract. The administration shall keep no record of participation or non- participation in PTA (PTSA) activities, extra duty or supplemental contracts.
3. Teachers shall also be given copies of any written report to be placed in the teacher's file. The teachers may respond in writing to any memorandum. Such response shall be placed in the teacher's record.
4. Any teacher desiring to inspect the contents of his/her personnel record may do so with an appointment and under the direct supervision of the Executive Director of Administrative Services.
5. All materials contained in the records that were received as confidential information by Turner Unified School District No. 202 shall remain confidential and shall not be subject to inspection.
6. Copies of the certified evaluation system shall only be provided to new certified staff members and the KNEAT Executive Council upon request. Additionally, the document will be posted on the District website and placed on file with the Kansas State Department of Education.

7. Recommendations concerning the certified evaluation system will be developed by a committee consisting of the Superintendent's Designee, the President of KNEAT, the Chairperson of the PDC, a member of the Board of Education or designee thereof, and three teachers designated by KNEAT. The President of KNEAT and the three teachers shall represent elementary, Sixth Grade Academy, Middle School, and High School. The committee will convene as needed but not less than every three years. Any changes will be brought to the Negotiating Table for approval and ratification.
8. Four (4) years from the conclusion of a disciplinary action or a letter of concern being documented and placed in a personnel file (excluding all formal teacher evaluation documents), the employee may make written application to the Superintendent to have all written materials concerning the action expunged from his/her personnel file. The employee will be notified within 10 days of the decision.

Article 18: Professional Learning Program

1. The District has established a Professional Learning Program which shall meet the Professional Learning needs of teachers. The Professional Learning program shall be developed within the guidelines of the State Plan for Professional Learning which was adopted by the Kansas State Board of Education to meet licensure requirements. The District has established an approved plan for Professional Learning to count credit points for horizontal movement to columns 2 through 4 and 6 through 9 on the Salary schedule (see Appendices).
2. If a teacher earns additional approved hours of graduate credit or approved PDC points prior to the first day of the contract year which entitles a teacher to a schedule change, the primary

contracted salary shall be under the schedule earned plus up to a maximum of one (1) increment (vertical) step.

2.1 The following guidelines must be followed:

2.1.1 Additional graduate hours and/or PDC points as evidenced by an official transcript, original grade report, or current approved Professional Learning “transcript”.

2.1.2 Correspondence from the Dean of the teacher’s school confirming successful completion of approved hours of credit to the Superintendent will also be accepted.

2.1.3 Such evidence will be accepted up to and including October 1.

2.1.4 Failure by the teacher to follow the above guidelines will disqualify said teacher from movement to a schedule change for that school year.

3. All teachers are required to earn a sufficient number of college credit hours and/or PDC points to qualify for renewal of their teaching license and movement on the salary schedule. Approved PDC (Professional Development Council) points that may be used for relicensure may be used for advancement on the salary schedule under the following guidelines:

3.1 Twenty (20) approved and completed points are the equivalent of one (1) graduate credit.

3.2 Only those PDC points that have been earned outside the normal school day and the individual was not paid on an hourly basis for District committee will be considered for movement on the salary schedule.

- 3.3 To qualify for horizontal salary schedule movement on PDC points, the individual must have an approved Professional Development Plan (currently called Individual Growth Action Plan-IGAP) on file and meet the relicensure guidelines as set forth by the Kansas State Department of Education.
- 3.4 PDC points are approved for salary advancement on columns 2, 3, 4, 6, 7, 8 and 9, in combination with advance degree credits. At least one-third of the advance work must be in graduate credit for all the columns.
- 3.5 Teachers who advance on the salary schedule through the acquisition of an advanced degree do not lose the accumulated verified SALARY/OUT PDC points unused prior to the degree.

Article 19: Leave Time

1. This article is intended to encourage teacher attendance, but is in no way intended to suggest that teachers should work in the classroom when ill. Teachers are expected to utilize professional judgment in determining how this leave time should be utilized.
- 1.1 Each teacher will be allotted up to ten (10) days paid annual leave per school year for illness or personal use. Unused leave time may be accumulated from year to year for purposes as set forth in the paid leave time section of this Agreement.
- 1.2 Advanced leave requests shall be submitted at least three (3) full contract days prior to the first day of leave. Foreseeable absences submitted fewer than three (3) full contract days prior to the first day of leave may be denied if no legally qualified substitute is available.

- 1.3 Teachers that are not present on 12-hour day conferences will be charged 4 hours leave if missing the morning session, 4 hours leave if missing the afternoon session, 4 hours if missing the evening session, and 12 hours leave if missing the entire day.
- 1.4 Paid leave time may be accumulated only to a maximum of one hundred twenty (120) days and shall include the amount allotted for the current year.
- 1.5 Each teacher will be allotted up to three (3) contract days paid bereavement leave for each death in the teacher's immediate family and stepfamily (parent, sibling, child, spouse, grandparent, grandchild, guardian, resident of the household; or same relative of the teacher's spouse).
- 1.6 Teachers employed part-time or less than a full-time contract year or who fail to complete the contractual year will have leave time prorated.
- 1.7 Teachers will be credited with leave entitlement effective the first day of their contract year for each school year. Effective the last day of the current academic year, unused leave days remaining from those credited at the beginning of the academic year may be accumulated, at the teacher's option, as defined in this Agreement or be taken in the form of pay in lieu of time off. This payment shall be made to the teacher by the end of June, at the current daily certified substitute rate of pay (JSOC teachers will be paid at the JSOC daily certified substitute rate of pay).
- 1.8 ~~In the event that a teacher has used the allotted annual ten (10) leave days, the teacher may use up to three days from his/her accumulated leave for personal leave. A teacher must use paid leave in the following order: a teacher's annual leave, then any accumulated leave, whereas only 3 accumulated days may be used for personal use; all~~

remaining accumulated leave may only be used for illness as defined by this agreement.

Sick Leave Pool may be used once all listed leave is exhausted. These personal

Accumulated leave days are subject to approval of the building administrator and should be requested at least three two-school days in advance of the proposed absence.

The remaining accumulated leave days are to be used for illness as defined in this Agreement. The remaining accumulated leave days are to be used for illness as defined in this Agreement.

- 1.9 When students are present, a teacher's absence the day before or after Thanksgiving holiday, winter break, spring break, or the first or last day of school will result in a salary deduct of one day of the individual teacher's base contract per day of absence, except for reasons due to verified illness as defined by this agreement. In the case where a salary deduction occurs a leave day will not be charged.
- 1.10 Paid leave time applies to all persons covered by this Agreement during the term of their contracts.
- 1.11 When an injury caused by a student occurs while performing approved duties and a referral to Workman's Compensation is made, leave time will not be charged to the teacher's allotted or accumulated leave for initial work comp physician evaluation (up to one (1) contract day).

2. Illness

- 2.1 Illness is defined as personal illness, critical illness in the teacher's immediate family, or death in the teacher's immediate family. Leave for illness shall also apply during the term of a teacher's extended contract.

3. Sick Leave Pool

- 3.1 A pool of certified employee days has been established for the purpose of assisting employees in the event of extended catastrophic disability due to illness or injury to self or immediate family and is managed by the sick leave pool committee. The pool is established to provide assistance to certified employees in extended or extraordinary circumstances and is managed by the Sick Leave Pool Committee. Teacher members of The Sick Leave Pool Committee will be selected by the KNEAT Executive Committee. The administrative members of the pool will be selected by the Executive Director of Administrative Services before the start of the contract year.
- 3.2 The Sick Leave Pool Committee will be established before the start of the contract year. The committee will be composed of one (1) PreK-6 teacher, one (1) 7-8 teacher, one (1) 9-12 teacher, one (1) building administrator and the Executive Director of Administrative Services. Teacher members of this Sick Leave Pool Committee must be KNEAT members and pool participants.
- 3.3 All certified employees have the option to join the Sick Leave Pool by October 1 of any given year. Each certified employee wishing to join the pool will donate one (1) day of his/her annual leave days to the pool from the ten (10) days received in their first year of employment. Any employee hired after October 1 shall have 30 days from the time of employment to join the pool by donating one day.
- 3.4 Certified employees who wish to join the pool after their first year of employment must donate two (2) annual leave days. After a certified employee has joined the sick leave pool, he/she may not withdraw days if he/she drops out of the pool.

- 3.5 All certified employees who have joined the Sick Leave Pool, or their designees, are eligible to make application for sick leave pool days. The request for sick leave pool leave may be obtained from the school secretary or the Human Resources department. Application for use of sick leave pool days may be obtained from the school secretary or the Human Resources Office. Application is to be made to the Human Resources Office.
- 3.6 Application to borrow from the Sick Pool must be made within the contract year in which ~~the accumulated all~~ leave days are depleted. ~~If approved, use of such days cannot occur until all of the applicants accumulated leave days are depleted.~~
- 3.7 The certified employee or family member for whom application is made must be ~~hospitalized and/or~~ under the care of a health care provider as defined by the Family Medical Leave Act. Under FMLA, "eligible employees" may take leave for, among other reasons, their own serious health conditions that make them unable to perform the essential functions of their position, or to care for immediate family members (i.e., spouse, child, or parent) with serious health conditions. a medical doctor, physician assistant, osteopath or dentist. A statement from the treating medical doctor, physician assistant, osteopath or dentist is required recommending the certified employee or family member to be absent from work due to their health. FMLA defines serious health condition as "an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider." Documentation from the treating healthcare provider(s) is required, recommending the certified employee be absent from work due to their healthcare or the healthcare for their family member as defined in this agreement

- 3.8 A certified employee who has exhausted all leave may submit an application to borrow sick leave from the pool. The certified employee may borrow, when approved by the Sick Leave Pool Committee, up to twenty (20) days of sick leave in any one contract school year. The employee may not borrow additional days which would cause the employee to have more than 20 days to pay back to the pool at any time.
- 3.9 Upon return to full-time service, the certified employee must repay the pool for the borrowed days at a rate not less than three (3) days per year thereafter.
- 3.10 If the employee retires, resigns, is terminated or is granted an extended leave at any time after his/her return to service, the employee's earnings will be adjusted accordingly from the remaining payroll or the employer will make arrangements with the employee to recoup any overpayment. If the nature of the illness or injury is such that the employee is unable to work, no repayment will be required. The superintendent may, in unusual circumstances, deduct only the rate of the substitute's pay in a situation where the absence is not covered in the regulations.
- 3.11 Any application for use of the pool may be ~~denied~~approved by majority vote of the Sick Leave Committee.
- 3.12 The Sick Leave Pool Committee may require any documentation they deem necessary to substantiate the request to receive days from the pool. All decisions by the Sick Leave Pool Committee are considered final.
- 3.13 The Human Resources Office will maintain the appropriate records and administer the process as defined in the Agreement. A summary report will be provided to the President of KNEA-Turner once during the summer and once at mid-year.

4. KNEAT Leave

- 4.1 A total of twenty (20) paid leave school days shall be granted each year to teachers designated by KNEAT: ten (10) days for the purpose of conducting the professional business of the Association and ten (10) days for the purpose of collaborative activities for the school district.
- 4.2 Two (2) school days' notice shall be given by KNEAT to the superintendent and the building administrators involved as to when the school days will be used. Use of these leave days shall be limited to no more than three (3) days per participant, excluding the president and/or president-elect of KNEAT.
- 4.3 In a year when professional negotiations are to be carried on, there will be an additional twenty (20) days granted.
- 4.4 The Board shall provide released time, not to exceed four (4) days, for the KNEAT negotiating team, not to exceed six (6) members from the district, so that meetings may be carried on during normal school hours; provided, however, that nothing herein shall be deemed to prohibit meetings at times other than regular school hours. KNEAT shall make an effort to limit its team to a maximum of two (2) members from any one attendance center.

5. Legal Leave

- 5.1 The decision to serve or to decline service on jury duty shall be made by the teacher. The district shall continue to compensate him/her as if he/she were not absent.

- 5.2 If a teacher receives a summons or a court subpoena for an official Turner District related matter or other civic responsibility (such as Turner student child abuse/neglect case or juvenile offender proceedings) the document should be shown to the building administrator/supervisor as verification prior to the date(s) of absence. (Such paid leave shall be for the actual time required to appear.) The employee shall surrender any compensation (other than mileage) that he/she receives from the Court, and the District shall continue to compensate the employee as if he/she were not absent.
- 5.3 If the summons or court subpoena is not related to jury service, an official Turner District-related matter, or other civic responsibility, the employee may opt to take annual leave day(s).

6. Professional Leave

- 6.1 Paid leave time for attendance at conventions, institutes, workshops, professional meetings, National Board Certification, or trips involving school business and school visitation shall not be counted against the teacher's leave when such leave time is requested by the administration or granted at the recommendation of the building administrator and approved by the Superintendent.

7. Unpaid Leave

- 7.1 The Board of Education shall, upon the recommendation of the Superintendent, grant vertical movement on the salary schedule for unpaid leave for no more than two (2) vertical steps when such leave contributes to educational purposes.
- 7.2 No more than 1% of the certified staff may be eligible per year. In the event that more than 1% apply, such grant shall be based on experience in the district.

- 7.3 Application shall be submitted by May 15.
- 7.4 Movement will be allowed based on the above criteria for professional study leave and maybe allowed for association, organizational or good cause leave.
- 7.5 Absences exceeding allotted leave days will not be allowed with pay.
- 7.6 A deduction will be made for each day of absence at the rate of one/total number of contract days of the teacher's annual salary, exclusive of extra-duty pay.
- 7.7 These deductions will be made from the teacher's summer checks or if the deductions exceed the summer check earnings, from the previous payroll/s earnings. The superintendent may, in unusual circumstances, deduct only the rate of the substitute's pay in a situation where the absence is not covered in the regulations.

8. Professional Study Leave

- 8.1 The Board of Education may, upon the recommendation of the Superintendent, grant a member of the faculty leave for professional study for the purpose of furthering his/her education by attendance at an institution of higher learning or for the opportunity of participating in a foreign teaching assignment. If such leave is granted, the leave will be taken pursuant to the following conditions:
 - 8.1.1 The leave will not exceed two (2) semesters in length and will be without pay during the period of leave.
 - 8.1.2 During such an approved absence, the faculty member will not lose the accrued leave benefit as defined in this Agreement, and they will be entitled to the same

step on the salary schedule which has been earned before leaving, except where otherwise contained in this article.

8.1.3 During the absence, no annual salary increment or paid leave benefits will be added to those previously earned, except where otherwise contained in this article.

8.1.4 Upon returning, the faculty member will receive full salary credit for any approved graduate work which entitles him/her to additional compensation on the salary schedule.

8.1.5 The returning faculty member shall be restored to his/her former position, if possible, or to one as comparable as the situation will allow.

8.1.6 When leave time is granted, the teacher must indicate in writing to the Superintendent by May 15 whether he/she intends to resume work at the start of the next academic year.

9. Association Leave

9.1 Upon written application and election, a teacher shall be granted a one (1) year leave of absence, to begin on the first day of contracted service and end on the closing day of school, for the purpose of serving as an elected vice president or an elected president of the Kansas National Education Association or the elected vice president or elected president of the National Education Association. Upon return from such leave, the

teacher shall be restored to his/her former position, if possible, or to one as comparable as the situation will allow, provided that the teacher has indicated to the Superintendent in writing his/her intention to return on or before May 15 of the year of his/her absence. Leave under this subsection may be renewed for additional years with proper notice. No annual salary increments shall be earned for any year during which leave is taken hereunder, except where otherwise contained in this article.

9.2 A total of twenty-five (25) days of unpaid leave shall be granted to a teacher who has been elected to an executive office of the Kansas National Education Association for the purpose of conducting the professional business of the State Association. Such unpaid leave time shall be subject to the deduction provisions as stated in this article.

10. Organization Leave

10.1 A professional staff member may apply to the Superintendent of schools for leave to serve an organization of his/her choice. The approval or denial of such leave and the terms under which such leave will be granted are matters within the discretion of the Board.

11. Good Cause Leave

11.1 Other extended leaves of absence may be approved for parental leave or other good cause at the recommendation of the building administrator and approval of the Superintendent. The approval or denial of such leave and the terms under which such leave will be granted are matters within the discretion of the Board. Extended leave of absence will be granted for no more than 3 (three) years.

12. Political Leave

12.1 Individuals desiring leave under this article must submit a request in writing to the Superintendent establishing the need to be absent from school. The request must be made as soon as elected, and in the event of a multi-year position, the request must be resubmitted each year by June 1.

12.2 No other type of leave is applicable under this article.

12.3 If the political office is not a paid position, the cost of the substitute shall be deducted from the employee's salary. If the political office is a paid position, a deduction will be made for each day of such absence at the rate of one/total number of contract days of the teacher's annual salary.

Article 20: Salaries

1. The salary schedules for all teachers covered by this Agreement shall be as set forth in Appendix A attached to and made a part hereof.

2. Each teacher, new or returning, to the District shall be placed on the salary schedule as recommended by the Superintendent and approved by the Board of Education. Placement for new teachers shall be determined at the time of employment. The Board shall have the right to allow more or less than the actual number of years of service credit for any new teachers as may be agreed to by the new teachers and by the Board when it is deemed necessary for the well-being of the children of the District. Placement for new teachers as set forth in the executed contract shall be presumed to be correct.

2.1 If any salary schedule placement is incorrect, the teacher shall provide the superintendent proof of the correct placement on or before October 1 of any given calendar year. If no

such notification shall occur, it shall be presumed that such placement on the salary schedule is correct. The judgment concerning the placement of any teacher on the salary schedule shall be determined by the Superintendent.

2.2 Teachers employed part-time or less than a full-time contract year will have salary prorated.

2.3 Any hours used for movement on the Total Compensation Schedule, Appendix A, must be graduate hours earned from an accredited institution after the awarding of a degree and/or PDC OUT points. All hours and/or PDC OUT points are to be in the teacher's major or minor field, assigned teaching area, improvement of instruction, and subjects which the individual is currently certified to teach, or in an advanced degree program.

*See also article 18 for clarification.

2.4 Vertical movement is limited to one step per contract year. Lateral movement is not restricted to only one column per year.

3. Longevity Pay of an additional \$500 shall be paid at the ~~20th~~ 19th year and will increase by \$100 per year until the 35th year.

3.1 This longevity provision will apply to teachers at the BA + 10 salary schedule placement and beyond.

4. There will be no advancement on the salary schedule for any teacher who works less than ~~one half~~ one half the year plus one day when students are present, excluding illness.

5. Teachers must notify the Board of Education by May 1 of their intent to change salary columns because of education and/or PDC points in order to be eligible for salary enhancement for the next fiscal year.
6. Column 4, Level 18 is reserved for teachers who were in the BA+55 column prior to the 2006-2007 school year.
7. Professional employees new to the district may choose to receive their annual salary spread over 25 payments starting with the August 23rd payroll, for the first year only. The amount of the payment will be 1/25 of the professional employee's annual salary.

Article 21: Supplemental Contracts

1. Supplemental contracts may be agreed to by the Board of Education and a teacher. Supplemental assignments constitute duties apart from the primary contracts, which are assigned by the administrators and for which there is a written contract. Any teacher may make application for those assignments. Persons who wish to fill these assignments may apply for such work in writing to the administrator of the building where the position is located. Supplemental contracts will be paid a percentage of the supplemental base (See Appendix B).
 - 1.1 In the event that an employee holding a supplemental contract does not fulfill said contract, payment shall be prorated based on such things as, but not limited to, percent of season completed, percent of performances completed, meetings, or duties, completion of product/production. The superintendent or designee will determine percentage to be paid after consultation with the impacted parties.

- 1.2 A job description must be developed at the building level and approved by the Board of Education for each supplemental position for which compensation is paid and a contract issued.
 - 1.3 The formation of new clubs/activities/positions may occur at any building providing a teacher can show justification for that club/activity/position. The teacher will make a proposal to the Building Principal's Advisory Council. The proposal will include such things as projected meeting time, number of students involved, and number of teacher hours. Final approval for implementation rests with the superintendent/designee. If approved, sponsors will be paid on an hourly timecard rate with appropriate documentation of activities for possible inclusion in the supplemental salary schedule.
2. Prior to the start of each activity season (fall, winter, spring) a listing of available extra duty assignments will be posted for employees to sign up to work. Employees sign up for all duties he/she wants to do for that particular season. As duties are completed, the employee enters the time worked in the district's time and attendance system. Some specialized duties (scorebook, game manager, etc.) may be pre-assigned by the activities director. The rate of pay for these and other non-instructional duties will be \$19.00 per hour paid in one half (1/2) hour increments.
 3. Short-term instructional assignments can be incurred at any grade level and are not governed by written contract. Teachers may agree to short-term instructional assignments of supervision/instruction in addition to their regularly assigned duties within the contract day. When the short-term period exceeds one-half (1/2) hour, then the teacher will receive full hourly compensation for each hour assigned. When the short-term period is less than one-half (1/2) hour, the teacher will receive one half (1/2) the hourly compensation.

- 3.1 ~~All short~~ Short-term instructional assignments will be paid at the rate of \$~~19.00~~26.00 per hour.
- 3.2 Elementary teachers who accept the assignment of students from teachers who are absent and whose classroom cannot be covered with a substitute teacher will receive the substitute teacher's pay proportionally divided among the teachers who take the additional students. If the teacher does not receive a plan time, the short-term assignment rate will apply.
- 3.3 Building Principal's Advisory Council members will be paid at the above short-Term Assignment rate for Building Principal's Advisory Council meetings.

Article 22: Fringe Benefits

1. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.
- 1.1 Each teacher shall allocate the sum contributed to his/her credit among the various fringe benefits offered in the pool. The benefits offered shall include: (1) group health insurance, (2) salary protection insurance, (3) cancer protection insurance, (4) dental insurance, (5) unreimbursed medical expenses, and (6) childcare.
- 1.2 In the event additional benefits are selected and the monthly cost exceeds the balance of the Board's contribution, the teacher shall authorize the deduction from his/her salary of the difference between the monthly premium of the desired benefit and the unexpended funds.

1.2.1 Requests for authorized payroll deductions involving additions, deletions, or changes must be made by the 6th of any month.

1.3 Returning teachers must make their benefit election during the insurance open enrollment period. New teachers hired after the first student contact day shall notify the Board of their election within five days of employment.

1.4 The Board shall provide each employee a description of the benefit coverage. When requested by the employee, the Board shall provide applications and, when necessary, information about the programs.

2. The insurance carriers and benefit plans shall be agreed to by both parties to this Agreement, subject to the bidding requirements affecting the Board.

2.1 In addition, the Board will pay up to ~~\$648,48699.76~~ 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 ~~\$648,48668.76~~ per month of the cost of the contracted health insurance

2.1.1 In the event two married professional employees are employed by the Board, the Board payment to each of the two professional employees can be pooled but shall be limited to, and not exceed, the two-person monthly premiums for the insurance programs selected and in no event shall the monthly payment exceed two times the amount provided to an employee as described in Article 22, Section 2.1.

- 2.2 Teachers employed part-time or less than a full contract year will have the Board contribution for health insurance prorated.

Article 23: Retirement Pay

1. A teacher retiring from the District (as “retirement” is defined by the Kansas Public Employees Retirement System) shall be paid at the rate of the current daily substitute pay for each day of accumulated sick leave upon retirement. In the event of death during employment, such deceased employee’s KPERs designated beneficiary(s) shall receive a sum equal to the same as for retirement.

Article 24: Early Retirement

1. An employee under contract during the 2008-2009 contract year is eligible for early retirement if such employee:
- 1.1 is currently a full-time employee of the school district,
 - (1) is not less than 60 years of age and not more than 65 years of age on or before December 31 in the calendar year the employee plans to retire,
 - (2) has ten (10) years or more of employment service with the school district,
AND
 - (3) has twenty (20) years or more of service credit recognized by the Kansas Public Employees Retirement System (KPERs).
2. An eligible employee who takes early retirement is entitled to receive annually from the school district a sum of money (early retirement benefit) computed as follows:

- (1) the number of years of service credit recognized by KPERS for each employee, (for staff hired after May 1, 2003, the number of years of service credit as an employee of Turner USD 202) multiplied by
 - (2) the largest amount of income received by the employee (retirement benefits for the teacher will be based on largest amount of income received on the total compensation schedule (Appendix A and B of the Professional Negotiated Agreement plus time cards of Professional Negotiated Agreement beginning with retirees of the 2008-2009 school year) as a result of employment with the school district during any one of the four immediately preceding school years (July 1 through June 30), multiplied by
 - (3) a percentage factor. The percentage factor will be determined according to the year which the employee retires. The retiring employee shall receive the scheduled amount for each year the employee is eligible for benefits. The percentage factors are as follows:
Year 1 at 1.00%; Year 2 at .90%; Year 3 at .80%; Year 4 at .70%; and Year 5 at .60%.
3. The annual early retirement benefit shall be paid to the retiree in two (2) payments: The first payment shall be paid in January (following retirement) and one in July.
 4. An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program by submitting a post-dated check(s) to the Accounting Department by the 10th of each month for Dental and Vision Insurance. Health Insurance is direct billed to the retiree.
 5. All early retirement benefits will automatically terminate upon death or at the time an employee reaches age 65. The option to continue the school district's health insurance program continues but is secondary to coverage through Medicare.

6. The district may form a committee to develop an alternative plan to replace the early retirement benefit to retain quality employees.

Article 25: Calendar

- 1 The school calendar shall be one hundred eighty-six days (186) for the teachers employed during the preceding school year. The calendar for all other teachers shall be one hundred eighty-eight (188).
2. The administration will attempt to provide as much time as possible free of any meeting or assigned duty prior to the first day of classes for teacher preparation.
3. The first day of school for elementary students (grades 1-5) shall be one-half (½) day for students and one (1) day for elementary teachers.
4. For all teachers, the calendar shall include one day near the end of each quarter to be designated as teacher workdays for the purpose of preparing student grades, conference reports and planning. The days designated as teacher workdays will be the same length as the teacher instructional day.
5. Recommendations concerning teacher workdays, professional learning days, conference days, etc., will be developed by the Superintendent's Designee, the President of KNEAT, the Chairperson of the PDC, a member of the Board of Education or designee thereof, and a member of the Turner Council of PTA's or designee thereof, and three teachers designated by KNEAT. The President of KNEAT and the five teachers shall represent elementary, Sixth Grade Academy, middle school, Journey School of Choice, and high school.
6. The Board of Education reserves the right to establish a school calendar which shall include days as follows:

- 6.1 The teachers' first contract day will be a full workday.
- 6.1.1 The half-day immediately preceding the first student contact day will be a half workday; when possible.
- 6.2 School shall start before Labor Day.
- 6.3 Labor Day (Holiday).
- 6.4 The day before Thanksgiving Day, Thanksgiving Day, and the day after Thanksgiving Day.
- 6.5 Christmas/Winter Holiday shall include as a minimum December 23 through January 1.
- 6.6 Martin Luther King, Jr. Day (Holiday)
- 6.7 President's Day (Holiday).
- 6.8 Spring Break shall be five (5) consecutive school days with the consideration of the majority of surrounding districts/colleges/universities.
- 6.9 Memorial Day (Holiday).
- 6.10 Grading/Workdays as set out herein.
- 6.11 Two (2) makeup days (not including weekends); said makeup days shall not include those specific days enumerated herein.
- 6.12 If students are not required to make up inclement weather days, neither shall certified staff. However, staff may be required to attend an evening event up to four (4) hours in lieu of the forgiven contract days.

Article 26: Payroll Deduction of KNEAT Membership Dues

1. The KNEAT Membership Chairman shall, on or before September 9th, deliver to the Payroll Department a signed Board approved “Dues Authorization Statement” authorizing deduction of membership dues of the National Education Association, the Kansas National Education Association, and KNEAT.
2. Teachers contracted for employment in the district after the beginning of the school year who properly request payroll deduction of dues will receive such dues deductions.
3. The Board approved employee authorization and revised billing statement must be delivered to the Payroll Department or before the 9th or the 24th of the month in which the deduction occurs.
 - 3.1 Such authorizations shall continue in effect from year to year.
 - 3.2 Prior authorizations shall continue in full force and effect unless and until revoked in writing between August 1 and September 5 of any year.
4. KNEAT will, on or before the 9th or the 24th day of the month, deliver to the Board a statement of the amount of dues to be collected pursuant to the provisions set forth herein and will, on or before the 9th or the 24th day of each successive month, deliver to the Board a statement of any revisions in that month; provided no additional payroll deduction requests may be submitted after March 8th.
5. The deduction of membership dues upon member’s authorization shall be made from regular paychecks in equal installments in any month during which an authorizing teacher is due payment from the Board equal to or in excess of the prescribed monthly installment.

6. The Board agrees to remit promptly to the KNEAT all dues so deducted. The remitted monies are to be accompanied by a list of teachers from whom the deductions have been made.
7. For persons permanently leaving the district at any time during their contract period of employment, the balance of uncollected KNEAT dues will be deducted from the last paycheck or checks, provided that such checks are of sufficient amount to cover the remaining dues. The district shall collect these dues from the departing teacher and shall remit such balance of dues to KNEAT, provided that in no event shall the district bear any financial liability for any failure to collect the dues.
8. For teachers on extended leave during the school year, the deduction of dues will be handled on an individual basis in consultation with the teacher and the Association.

Article 27: Student Teachers

1. Student teachers shall be assigned only with the consent of the cooperating teacher and with such teacher assigned no more than two (2) student teachers per year. Fees provided by cooperating institutions shall, in the case of multiple cooperating teachers, be divided between said cooperating teachers in accord with a formula to be mutually agreed upon by the KNEAT and the Board. In the case of a single cooperating teacher, the fee shall be paid in full to the same. Time and method of payment shall be determined by the Board of Education.

KANSAS NATIONAL EDUCATION
ASSOCIATION TURNER NO. 202

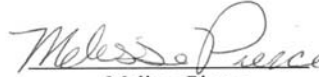


Wendi Bono
KNEA-T President
Chief Negotiator

BOARD OF EDUCATION
TURNER U.S.D. NO. 202



Theresa Tillery
Board President



Melissa Pierce
Clerk of the Board

Commented [G1]: 1. Update signature Page. 2. Update Appendix A Salary Schedule to reflect 3% increase on base. 3. Update Appendix B Supplemental Contracts. 4. Formal Grievance Report.

|

DRAFT

