

The Board of Education met in regular session Tuesday, October 12, 2010, at 6:00 p.m. in the Large Classroom at George Caleb Bingham Middle School, 1716 South Speck Road, Independence, Missouri.

Members Present: Mr. Ken Johnston, President
Mrs. Ann Franklin, Vice President
Mrs. Jana Waits, Treasurer
Mr. Blake Roberson, Director
Dr. Matt Mallinson, Director
Mrs. Jill Esry, Director
Mrs. Denise Fears, Director

Also Present: Dr. Jim Hinson, Superintendent
Mr. Dred Scott, Mr. Dale Herl, Mr. Jason Dial, Dr. Gary Hogue, Ms. Cindy Konomos, Dr. Gloria Stephenson, Mrs. Nancy Lewis, Mr. Bob Robinson, Ms. Kelly Evenson of *The Examiner*, INEA, PTA, interested patrons and staff, and Mrs. Annette Miller.

A moment of silence was observed for children that have been victims of child abuse or neglect.

The meeting was called to order by the President, Mr. Ken Johnston, and minutes of the meeting were recorded by the secretary, Mrs. Annette Miller.

Blake Roberson made the motion to approve the October 12, 2010 Agenda and all items as presented. The motion was seconded by Jana Waits and unanimously approved by the Board of Education.

Mr. Johnston asked if there were any patrons or staff that wished to address the Board of Education.

Mr. Jim Kistler, ABC Heart of America President, 3900 South Stayton, addressed the Board of Education regarding the implementation of the National Maintenance Agreement on building projects. He stated that using the agreement will exclude non-union companies/workers from bidding and that this could cause the bidding results to be higher. He is concerned that this will cost the District more money on upcoming projects. He believes that the NMA will hurt the competitive bidding process.

Mr. Johnston thanked Mr. Kistler for his comments.

Mr. Johnston introduced and welcomed Bianca, a student from Metropolitan Community Colleges, who was auditing the meeting.

Ann Franklin made the motion to approve the October 12, 2010 Consent Agenda as printed.
Minutes – September 14 and October 5, 2010.

Approval of September 12, 2010 List of Bills totaling \$11,537,390.90

3. Approval to Let Bids for Instructional Supplies for the 2011-2012 School Year.

4. Approval of the School District's 2010-2011 Assessment Plan.

The motion was seconded by Blake Roberson and unanimously approved by the Board of Education.

Dr. Hinson discussed several items listed on the Consent Agenda: the District's Assessment Plan (testing schedules) has to be approved annually; the District is already planning for the 2011-2012 school year and needs to start ordering supplies; and the bills for this month total \$11, 537,390.90. Dr. Hinson congratulated Van Horn High School on their Open House, Breakfast, Dedication and Football Game that was held Saturday, October 9th. He said that it was an outstanding event for the students and Van Horn's football team posted their second victory of the season. Dr. Hinson said that he continues to receive accolades for the District receiving the Distinction in Performance Accreditation, when he is out in the community.

The Superintendent's Report included the following item: the Board of Education has received copies of the MSBA Legislative Platform issues and if there are any comments or suggestions, please contact Ken Johnston or Ann Franklin as they are the Board's representatives and will vote on these legislative issues at the MSBA Conference at the end of the month. Mrs. Franklin said that tax credits are being reviewed to make sure they are being paid out as they should be according to each approved TIF Plan.

Several new business items were presented for the Board of Education's consideration.

Ann Franklin made the motion that the Board of Education approves the First Amendment Agreements with the Independence Transportation Employees Association and the Independence Educational Support Personnel as presented. The motion was seconded by Jana Waits and unanimously approved by the Board of Education. (Pages 10398-10403)

Dr. Hinson explained that the District is now hiring Occupational Therapists rather than contracting this service as a cost saving item for the School District. Therefore, the District needs to establish a salary schedule for these two new positions, Assistant and Registered.

The motion was made by Blake Roberson, seconded by Jill Esry, that the Board of Education approves the amended Occupational Therapist salary schedule for the 2010-2011 school year as presented. The motion was unanimously approved by the Board of Education. (Page 10404)

Denise Fears made the motion that the Board of Education approves letting bids for construction of the New East Elementary School under the National Maintenance Agreement. The motion was seconded by Jana Waits and unanimously approved by the Board of Education.

Blake Roberson made the motion that the Board of Education approves acceptance of the bids for grading work at the new East Elementary School site for a total cost of \$1,352,375.00 as follows:

R.L. Duncan Construction Co.	\$764,600.00
Site Rite Const. (includes Alt. #1)	\$380,100.00
JE Dunn (Gen. Requirements)	\$158,401.00
JE Dunn (Insurance)	\$ 16,289.00
JE Dunn (Fee)	\$ 32,985.00

The motion was seconded by Ann Franklin and unanimously approved by the Board of Education.

A motion was made by Matt Mallinson, second by Denise Fears, that the Board of Education approves the bids for Phase 4 construction at the Independence Regional Innovation Center (IREC) for a total cost of \$5,495,065.00. The motion was unanimously approved by the Board of Education. (Page 10405)

Dr. Hinson explained that the District previously operated a self-funded dental plan for employees. This plan was discontinued in September 2005 when the District began contracting for dental coverage for employees. Currently, a balance of \$211,450.09 remains in this fund and the Administration is recommending that these monies be transferred from Fund 18 to Fund 10 (General/Incidental Fund).

The motion was made by Blake Roberson, second by Jill Esry, that the Board of Education approves the transfer of monies from Fund 18 to Fund 10. The motion was unanimously approved by the Board of Education.

Bob Robinson reported on District renovation/construction projects to the Board of Education. He stated that overall 98% of the work at Van Horn High School has been completed and the remaining projects are the air-handler for the Gymnasium and controls for the HVAC system. Also, the track is almost completed at Van Horn High School. The work at Fairmount Elementary School will be completed following the last of the HVAC work. Sugar Creek Elementary School is 99% finished with only integration and HVAC work remaining. Three Trails Elementary School still has some HVAC work and then it will be finished. The classroom addition at Thomas Hart Benton is behind schedule at this time, the floor slab has been poured, and the masonry contractor will begin work this week. Truman High School's tilt-up concrete walls are in place and structural steel is being installed. The Windsor renovation project is complete and a State inspection will be held due to it operating as a child care center. Luff Elementary School's work is on schedule and the classroom addition should be completed by December 31st. The gym and restroom additions at Blackburn are also scheduled to be completed by December 31st. At William Chrisman High School, the courtyard is enclosed and floor slab is in place, mechanical and electrical work is ongoing, the new entry structure is complete, the roof work has begun, and all of the work is scheduled to be completed by December 31, 2010. The new east elementary school facility schedule is as follows: the replat has been presented to the City of Independence for approval, Metropolitan Community Colleges has signed the construction easement for site grading on their property, construction documents are 99% complete, the site grading will be done this Fall, construction is scheduled to begin in March 2011, and the completion date should be May 2012. Mr. Robinson stated that the Administration is continuing to search for and evaluate building sites for a new elementary school in the western area of the District.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE AND
INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL**

IT IS HEREBY AGREED, between the Board of Education of the School District of the City of Independence, located in Jackson County, in the State of Missouri (hereinafter called the "Board"), and the Independence Educational Support Personnel (hereinafter the "Association"), that the Agreement between the parties dated June 15, 2009, is hereby amended in the following respects:

1. **Workload**

The Association and the Board recognize the workload of custodial staff. If concerns regarding excessive waste from food, gum, and drinks occur, custodial staff is encouraged to communicate with the appropriate building administrator and/or department director. A district-wide initiative aimed at reducing the amount of waste left in buildings will be explored.

2. **Salary Schedule:**

The Association and the Board agree that all educational support employees will remain at their current "step" for the 2010-2011 school year. Newly hired employees shall not be placed on the salary schedule at a higher step than a current employee with equivalent experience. The Association and the Board recognize the importance of rectifying salary schedule placement (i.e. advancing multiple steps or restructuring the salary schedule) in the future as funding allows.

3. **Discipline and Dismissal**

The Association and the Board agree to add the following section to the Agreement:

Section 5.13 **Discipline and Dismissal**

1. If the Director of Facilities has a concern about an employee (that is job threatening), the concern shall be discussed with the employee in a timely manner, but not more than ten (10) days after the concern becomes known. Employees shall have the right to an Association representative as provided in section 7.7. The purpose of the meeting is to determine the validity of the complaint and, if valid, resolve the complaint.

2. Employees shall not be reprimanded, disciplined, demoted, reduced in pay or terminated without a written statement of the reasons for such action. An employee may review his/her personnel file through the office of Human Resources, upon request. The employee is entitled to a copy of any documents contained in his/her file.

3. Employees may appeal any disciplinary action through the grievance procedure as outlined in Article 7.

4. Payroll Deductions

The Association and the Board agree to amend Section 4.6 (3) of the Agreement as follows:

3. Such authorization shall remain effective from year to year unless the employee cancels such authorization in writing by notifying the Association. The Association shall notify the District Business Office of any cancellation of authorized membership payroll deduction.

5. Third Party Representation

The Association and the Board agree to amend Section 7.7 of the agreement as follows:

District employees shall have the right to third party representation when asked to meet with a building level administrator and/or an immediate supervisor when/if a professional improvement plan or job threatening written reprimand is to be discussed. This provision shall not apply if the meeting is the first meeting on a particular issue called by the administrator or supervisor and the only person in attendance are the employee and the administrator or supervisor. Any subsequent meetings on the same topic, or in which multiple administrators or supervisors are present, or a job threatening professional improvement plan (certificated) or job threatening written reprimand (support staff) is issued shall allow for employee third party representation, if requested by the employee. This representative must either be a district employee or an employee group representative.

Meetings which would allow for a third party representative must be scheduled a minimum of 3 days in advance, unless this provision is waived by the employee. The representative may confer with the employee and the administrator/supervisor during these meetings.

The building administrator and/or immediate supervisor who initiated the meeting with the employee shall control the meeting agenda. All parties involved in such meetings shall conduct themselves in a professional manner.

The addition of the opportunity for third party representation at the building level does not change an employee's right under current policy to have third party representation at meetings regarding employment issues with district level administration. This does not include actions that must be taken immediately.

6. Progressive Discipline

The Association and the Board agree to meet during the 2010-2011 school year to collaboratively examine progressive discipline as it relates to employees. Based on this examination, either the Board team or the Association may develop a proposal to submit for consideration during the 2011 negotiations.

All other terms and conditions of the aforesaid Agreement between the Board and Association shall remain unchanged and are hereby ratified by the parties.

WITNESSETH THE HANDS of the parties hereto on this 12 day of ^{October}~~May~~ 2010.

SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE

By: Ken Tolustan
President of the Board of Education
"BOARD"

ATTEST:

C. Annette Miller
Annette Miller, Secretary

INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL

By: William Foreman 9-18-10
President

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE AND
INDEPENDENCE TRANSPORTATION EMPLOYEES ASSOCIATION**

IT IS HEREBY AGREED, between the Board of Education of the School District of the City of Independence, located in Jackson County, in the State of Missouri (hereinafter called the "Board"), and the Independence-Transportation Employees Association (hereinafter the "Association"), that the Agreement between the parties dated June 15, 2009, is hereby amended in the following respects:

1. **Bus Lot**

The Association and the Board agree that a formal inquiry into the condition of the bus lot will be conducted. A plan will be developed to address safety concerns identified through the inquiry.

2. **Salary Schedule:**

The Association and the Board agree that all transportation employees will remain at their current "step" for the 2010-2011 school year. Newly hired employees shall not be placed on the salary schedule at a higher step than a current employee with equivalent experience. The Association and the Board recognize the importance of rectifying salary schedule placement (i.e. advancing multiple steps or restructuring the salary schedule) in the future as funding allows.

3. **Discipline and Dismissal**

The Association and the Board agree to add the following section to the Agreement:

Section 5.13

Discipline and Dismissal

1. If the Director of Transportation has a concern about an employee (that is job threatening), the concern shall be discussed with the employee in a timely manner, but not more than ten (10) days after the concern becomes known. Employees shall have the right to an Association representative as provided in section 7.7. The purpose of the meeting is to determine the validity of the complaint and, if valid, resolve the complaint.

2. Employees shall not be reprimanded, disciplined, demoted, reduced in pay or terminated without a written statement of the reasons for such action. An employee may review his/her personnel file through the office of Human Resources, upon request. The employee is entitled to a copy of any documents contained in his/her file.

3. Employees may appeal any disciplinary action through the grievance procedure as outlined in Article 7.

4. **Payroll Deductions**

The Association and the Board agree to amend Section 4.6 (3) of the Agreement as follows:

3. Such authorization shall remain effective from year to year unless the employee cancels such authorization in writing by notifying the Association. The Association shall notify the District Business Office of any cancellation of authorized membership payroll deduction.

5. **Third Party Representation**

The Association and Board agree to amend Section 7.7 of the agreement as follows:

District employees shall have the right to third party representation when asked to meet with a building level administrator and/or an immediate supervisor when/if a professional improvement plan or job threatening written reprimand is to be discussed. This provision shall not apply if the meeting is the first meeting on a particular issue called by the administrator or supervisor and the only person in attendance are the employee and the administrator or supervisor. Any subsequent meetings on the same topic, or in which multiple administrators or supervisors are present, or a job threatening professional improvement plan (certificated) or job threatening written reprimand (support staff) is issued shall allow for employee third party representation, if requested by the employee. This representative must either be a district employee or an employee group representative.

Meetings which would allow for a third party representative must be scheduled a minimum of 3 days in advance, unless this provision is waived by the employee. The representative may confer with the employee and the administrator/supervisor during these meetings.

The building administrator and/or immediate supervisor who initiated the meeting with the employee shall control the meeting agenda. All parties involved in such meetings shall conduct themselves in a professional manner.

The addition of the opportunity for third party representation at the building level does not change an employee's right under current policy to have third party representation at meetings regarding employment issues with district level administration. This does not include actions that must be taken immediately.

6. Progressive Discipline

The Association and the Board agree to meet during the 2010-2011 school year to collaboratively examine progressive discipline as it relates to employees. Based on this examination, either the Board team or the Association may develop a proposal to submit for consideration during the 2011 negotiations.

All other terms and conditions of the aforesaid Agreement between the Board and Association shall remain unchanged and are hereby ratified by the parties.

WITNESSETH THE HANDS of the parties hereto on this 12 day of ~~May~~ ^{October} 2010.

SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE

By: Ken Johnston
President of the Board of Education
"BOARD"

ATTEST:

C. Annette Miller
Annette Miller, Secretary

INDEPENDENCE-TRANSPORTATION EMPLOYEES ASSOCIATION

By: Stephen D. Warr 9/7/10
President

**INDEPENDENCE SCHOOL DISTRICT
OCCUPATIONAL THERAPIST
SALARY SCHEDULE
2010-2011**

STEP	Assistant	Registered
1	34,700	37,605
2	34,992	38,897
3	35,283	40,188
4	36,575	41,480
5	37,867	42,772
6	39,158	44,063
7	40,450	45,355
8	41,742	46,647
9	43,033	47,938
10	44,325	49,230
11	45,617	50,252
12	46,908	51,813
13	48,200	53,105

Occupational Therapists may enter the scale on Step 1 to 13 based on prior experience as an Occupational Therapist.

Agenda Item #: v. 5.

Subject / Title: Approval to Accept Bid for Phase 4 Construction at IREC

Action Required Information Only (check one)

Description of Issue:

Background and rationale for this program / item

The School District bid Phase 4 construction work at IREC. It is the Administration's recommendation to accept the following bids for a total of \$5,495,065.00 from the following companies:

AT Abatement Services, Inc.	\$888,800.00
Leavcon II, Inc.	\$213,300.00
D&D Masonry	\$201,800.00
Doherty Steel, Inc.	\$91,681.00
DH Pace Construction	\$328,900.00
S&W Waterproofing	\$46,909.00
Carter Glass Co., Inc.	\$157,839.00
Total Interiors	\$536,800.00
Regents Flooring	\$488,800.00
Switzer & Assoc. Painting	\$106,150.00
American Fire Sprinkler	\$181,740.00
Rand Construction Company	\$1,396,981.00
Staco Electric	\$1,056,447.00
JE Dunn (Gen. Requirements)	\$481,157.00
JE Dunn (Insurance)	\$84,068.00
JE Dunn (Fee)	<u>\$170,238.00</u>
Subtotal	\$6,431,610.00
Deduct Post Bid Alt A – Garage Warehouse	(\$625,483.00)
Deduct Post Bid Alt B - Facilities Office	<u>(\$311,062.00)</u>
Total	\$5,495,065.00
Deduct Tax Credits	(\$771,750.00)
Possible Alt #1 – 3 rd Floor Demo	\$229,701.00
Possible Alt #2 – Mechanical Unit	\$318,436.00

Desired results

Approval to accept bids from the above listed companies for Phase 4 construction at IREC for a total cost of \$5,495,065.00.

Personnel

N/A

There being no further information to come before the Board, Jill Esry made the motion to adjourn the meeting at 6:20 p.m. and go into executive session for legal, real estate, and personnel issues, The motion was seconded by Jana Waits and approved as follows:

Ayes: Ken Johnston
Ann Franklin
Jana Waits
Blake Roberson
Matt Mallinson
Jill Esry
Denise Fears

Absent:

C. Annette Miller

Secretary

Ken Johnston

President