BOARD OF EDUCATION The School District of Independence

The Board of Education met in regular session Tuesday, June 13, 2017 at 6:00 p.m. in the Board Room at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri.

Members Present: Mrs. Jill Esry, President

Mr. Greg Finke, Vice President Mrs. Denise Fears, Treasurer Mrs. Ann Franklin, Director Mr. Ken Johnston, Director

Members Absent:

Dr. Matt Mallinson

Mr. Blake Roberson

Also Present:

Dr. Dale Herl, Superintendent

Dr. Dred Scott, Dr. Lance Stout, Dr. Beth Savidge, Dr. Janet Richards, Dr. Cindy Grant, Mr. Dean Katt, Mr. Brent Catlett, Mr. Robert Burkey, Mr. Daryl Huddleston, Mr. Brad Kramer, INEA, interested patrons, staff, and

Mrs. Rhonda Ogle

The meeting was called to order by the President, Mrs. Jill Esry, at 6:00 p.m. and minutes of the meeting were recorded by acting secretary, Mrs. Rhonda Ogle.

The motion was made by Greg Finke, second by Ken Johnston, to approve the June 13, 2017 Agenda as presented. The motion was unanimously approved by the Board of Education.

A video on the Legacy Walk was presented. The District started a tradition allowing seniors the opportunity to walk thru the halls of the elementary school they attended. This is to encourage our elementary students to strive to graduate. The elementary students really enjoy it and it gives them something to focus on and achieve.

Mrs. Esry asked if any District citizens or employees wished to address the Board of Education. No one responded.

Dr. Herl explained the list of bills totaling \$9,151,091.90. This is a little less than last year's \$9.8 million, but still well within reason as we close out the year.

Denise Fears made the motion to approve the June 13, 2017 Consent Agenda as printed.

- 1. Approval of May 9, 2017 Minutes.
- 2. Approval of June 13, 2017 List of Bills totaling \$9,151,091.90.
- 3. Personnel Recommendation #22.
 - A. Request to Retire (Certificated Staff) Effective End of the 2016-2017 School Year.
 - 1. Kimberly Nail, Teacher/Sycamore Hills Elementary School
 - 2. Robert Schroeder, Science/Bridger Middle School
 - 3. Radene Worley, LMS/Luff Elementary School
 - B. Request to Resign (Certificated Staff) Effective End of the 2016-2017 School Year.
 - 1. Kellie Calton, Teacher/William Southern Elementary School

- 2. Amber LeFevre, ECSE Teacher/Hanthorn
- 3. Ashten Loafman, SLP/Hanthorn
- 4. Natalie Miller, Social Studies/Bingham Middle School
- 5. Simon Morefield, Physical Education/Truman High School
- 6. Jill Murthy, Teacher/Glendale Elementary School
- 7. Jennifer Payton, Teacher/Sycamore Hills Elementary School
- 8. Shana Rainey, Teacher/Independence Academy
- 9. Jenna Slattery, Teacher/Sycamore Hills Elementary School
- 10. Stephanie Vickers, Teacher/Bryant Elementary School
- 11. Katherine Volz, Teacher/Three Trails Elementary School
- C. Employment of Certificated Staff for the 2017-2018 School Year.
 - 1. Amanda Adkins, Title 1 Teacher
 - Kesley Babson, Elementary Teacher
 - 3. Briant Barker, Industrial Technology Teacher
 - 4. Cathi Crosier, Elementary Teacher
 - 5. Eric Daniels, Computer Skills Teacher
 - 6. Michelle Davis, Elementary Teacher
 - 7. Lisa Douthit, PLTW Teacher
 - 8. Emily Edwards, Elementary Teacher
 - 9. Sarah Evans, Elementary Teacher
 - 10. Haley Harkins, Elementary Teacher
 - 11. Daniel Hedrick, Special Education Teacher
 - 12. Vanessa Holloway, Social Studies Teacher
 - 13. Megan Hook, Family and Consumer Science Teacher
 - 14. Cassidy Lynch, Elementary Teacher
 - 15. Jeremy Meyer, Instrumental Music Teacher
 - 16. Bryan Murdock, Virtual Learning Center Teacher
 - 17. Renee Nixon, Elementary Teacher
 - 18. Keith O'Neal, ISS Teacher
 - 19. Samantha Passantino, Elementary Teacher
 - 20. Danna Wheeldon, Science Teacher
 - 21. Warren Whitaker, Social Studies Teacher
 - 22. Rebecca Wright, Elementary Teacher

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

Dr. Herl reported that a lot of construction is going on in the School District starting with all the Bond Projects, along with a lot of our renovations. Dr. Herl gave a brief update on some of the projects. At Three Trails the second floor epoxy is done and the remodeling of the classrooms is almost complete. Randall is pretty torn up with the remodeling of all classrooms. Next year Randall is going to be a Model Elementary. Bryant and Luff are both having K – 1 remodels. Benton is having epoxy flooring in the restrooms and kitchen. The Nutrition Services building is coming along well; significant progress has been made since the tour last month. The windows have been removed from the Ebuilding at Van Horn and it will be torn down. Construction fences are up at Truman and Chrisman and demolition has started inside the building. HVAC units started going in at Truman and Sycamore. Along with that, we have our Project Shine coming up. Our Project Shine buildings this year are Nowlin, Sycamore Hills, Santa Fe, Spring Branch, and Benton. In conjunction with all the painting and landscaping, we always try to do something special for each of the Project Shine schools. At Nowlin we will be carpeting the library and ancillary classrooms, and replacing and updating the water

fountains. We will be putting epoxy flooring in the restrooms at Sycamore, Santa Fe, Spring Branch, and Benton.

Today we received results back from MAP testing. We do not have them in full, but will have a better idea in the next few days. On first blush, we are very pleased.

Several Items under New Business were presented for the Board of Education's consideration for approval.

Dave Johnson of CBIZ was introduced. There will be a 0% increase to Board paid base plans for health insurance for 2017-2018 school year beginning October 1, 2017. CBIZ has worked diligently with Blue Cross/Blue Shield to secure this no rate increase to insurance premiums. There will be a 3% increase to the two Buy Up plans, due primarily to usage and activity of those plans. There will be a minor change to the HMO Buy Up plan, requiring copay for Chiropractic visits. CBIZ is pleased with the renewal, based on annual trends of slightly higher than 9%.

Greg Finke made the motion that the Board of Education approves Blue Cross/Blue Shield to provide Health Insurance renewal coverage to the Independence School District becoming effective October 1, 2017 at rate increase of 0% for the District's Base Plans. The motion was seconded by Ken Johnston and unanimously approved by the Board of Education.

The next several items deal with Nutrition Services. Dr. Stout gave credit to Brad Kramer, Director of Nutrition Services, and his staff and thanked them for all their hard work.

Nutrition Services completed the DESE mandated Paid Lunch Equity, or PLE tool for the 2017-2018 school year. They would like to recommend the 2017-2018 school lunch meal prices for students be increased ten cents (\$.10) and the cost for adult meals be increased thirty cents (\$.30). The 2017-2018 meal prices will be \$2.55 for Elementary students, \$2.70 for Secondary students and \$3.30 for Adults. The 2017-2018 breakfast prices will remain the same as last year at \$1.60 for Elementary students, \$1.70 for Secondary students, and \$2.00 for Adults.

Ann Franklin made the motion that the Board of Education approves the cafeteria meal prices for the 2017-2018 school year as presented. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Stout indicated that there were two vendors competing for the bread service. The administration would like to recommend approval of Roma Bakery as the District Bread vendor for the 2017-2018 school year, with District option for an additional 2 years in the estimated amount of \$88,378.94.

Greg Finke made the motion that the Board of Education approves the bid of \$88,378.94 from Roma Bakery to supply bread products for the 2017-2018 school year. The motion was seconded by Ann Franklin and unanimously approved by the Board of Education.

Nutrition Services issued an RFP for District Chemical products for the 2017-2018 school year. Three vendors submitted a bid for these services. At this time the Administration would like to recommend SFSPac as the District Chemical vendor for the 2017-2018 school year, with District option for additional 2 years in the estimated amount of \$43,505.82.

Denise Fears made the motion that the Board of Education approves the estimated bid of \$43,505.82 for District Chemical products for the 2017-2018 school year as presented. The motion was seconded by Ann Franklin and unanimously approved by the Board of Education.

Nutrition Services issued an RFP for District Dairy services for the 2017-2018 school year, with District option for an additional 2 years. The administration recommends Anderson Erickson as the District Dairy vendor in the estimated amount of \$1,284,122.75.

Ann Franklin made the motion that the Board of Education approves the Dairy bid for the 2017-2018 school year as presented. The motion was seconded by Denise Fears and unanimously approved by the Board of Education

Nutrition Services issued an RFP for District Groceries. Administration would like to recommend approving Kohl Wholesale for the 2017-2018 school year, with District option for an additional 2 years in the estimated amount of \$2,026,509.00.

Greg Finke made the motion that the Board of Education approves the bid for District Groceries for Kohl Wholesale for the 2017-2018 school year as presented. The motion was seconded by Ann Franklin and unanimously approved by the Board of Education

Nutrition Services issued an RFP for District Paper Goods. The Administration is recommending Kohl Wholesale as the District Paper Goods vendor for the 2017-2018 school year, with District option for an additional 2 years in the estimated amount of \$194,031.42.

Denise Fears made the motion that the Board of Education approves the District Paper Goods bid for the 2017-2018 school year as presented. The motion was seconded by Ken Johnston and unanimously approved by the Board of Education.

Dr. Herl asked that the Board approve membership in the CSDGKC (Cooperating School Districts of Greater Kansas City) for the 2017-2018 school year. Membership total will be \$28,488.00 and is based on student enrollment at \$2.00 per student. Dr. Herl said the District receives a lot of benefit from this membership through reduced purchase cost, as well as professional development, and lobbying efforts with legislation.

Ann Franklin made the motion that the Board of Education approves the membership in the CSDGKC for the 2017-2018 school year as presented. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Herl introduced Mr. Dick Bartow of George K. Baum. Mr. Bartow introduced Chase Barnes also with George K. Baum. Chase is the Deal Processor and keeps things on line and on time gathering necessary information. Mr. Bartow congratulated and commended the District on again receiving their AA- (Double A Minus) rating from Standards and Poor's. There are probably only 5% of school districts in the state that have this rating. Mr. Bartow then presented information on the issuance of general obligation refunding and improvement bonds. The Series 2017B Bonds will consist of \$38,000,000 of bonds authorized by District voters in April and may include bonds to refund a portion of the District's Series 2010A Bonds.

Denise Fears made the motion that the Board of Education approves the amended resolution authorizing and directing the issuance and delivery of \$43, 315,000 principal amount of the School District of the City of Independence, Missouri general obligation refunding and improvement bonds,

Series 2017B (Missouri Direct Deposit Program); prescribing the form and details of said bonds and authorizing and approving certain related documents, matters and actions in connection with the issuance of said bonds. The motion was seconded by Greg Finke and unanimously approved by the Board of Education.

Dr. Herl presented a list of items to be declared surplus, we do this quarterly. We started bringing this before the Board within the last year so that you see all items that are being declared surplus. This is done for transparency so that there is never a question on what is being sold or disposed of by the District.

Ann Franklin made the motion that the Board of Education approves the declaration of surplus items. The motion was seconded by Ken Johnston and unanimously approved by the Board of Education.

Dr. Scott spoke of the Salary Schedule for FY18. We use an indexed Salary Schedule, which means each individual is treated the same; everyone gets the same % of raise when we agree to add to the base. For 2017-2018 \$100 will be added to the indexed base. This will bring the certified salary schedule base to \$38,600, which includes the overlay. The District also pays an additional \$1,200 for the New Teacher Academy.

Greg Finke made the motion that the Board of Education approves the salary schedule for the 2017-2018 school year as presented. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Scott reported on the Collective Bargaining Agreement with INEA. He recognized and commended the leadership of the association and district team members for their efforts, attitude and approach. He touched on some major highlights which are reflected in the New Five-Year Agreement packet. This is a five-year agreement that covers 2017-2022

Ann Franklin made the motion that the Board of Education approves the New Multi-Year Collective Bargaining Agreement with INEA for a five-year agreement as presented. The motion was seconded by Greg Finke and unanimously approved by the Board of Education.

Dr. Scott reported on the Collective Bargaining Agreement with ITEA. He recognized and commended the leadership of the association and district team members for their efforts, attitude and approach. This is a five-year agreement that covers 2017-2022. Much of the contract is the same with very minor changes which include basic date changes within the document. They did have sufficient conversations regarding topics not necessarily reflected in the Collective Bargaining Agreement, but instead in the Transportation Employee Handbook.

Ann Franklin made the motion that the Board of Education approves the New Multi-Year Collective Bargaining Agreement with ITEA for a five-year agreement as presented. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Scott reported on the Collective Bargaining Agreement with IESP. He recognized and commended the leadership of the association and district team members for their efforts. This is a five-year agreement that covers 2017-2022. Much of the contract is the same with very minor changes which include basic date changes to reflect the new years. Again, we had sufficient conversations that resulted in change to the employee handbook that is not necessarily reflected in the Collective Bargaining Agreement. Two sections were revised; one related to vacations and allowing head custodians to take vacation anytime during the year. The second section revised

General Obligation Refunding and Improvement Bonds Series 2017B

(Aggregate Refunding and New Money)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/30/2017	-	-	-	•	_
03/01/2018	•	-	1,541,462.78	1,541,462.78	1,541,462.78
09/01/2018	-	-	1,151,300.00	1,151,300.00	-
03/01/2019	-	-	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2019	-	_	1,151,300.00	1,151,300.00	-
03/01/2020	-	-	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2020	-	-	1,151,300.00	1,151,300.00	-
03/01/2021	-	_	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2021	_	_	1,151,300.00	1,151,300.00	
03/01/2022	_	-	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2022	-	_	1,151,300.00	1,151,300.00	
03/01/2023	_	_	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2023	_	_	1,151,300.00	1,151,300.00	-,,
03/01/2024	_	_	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2024	_	_	1,151,300.00	1,151,300.00	2,002,000,00
03/01/2025		-	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2025	-	~		* -	2,502,000.00
	-	-	1,151,300.00	1,151,300.00	2 202 600 00
03/01/2026	-	-	1,151,300.00	1,151,300.00	2,302,600.00
09/01/2026	0.007.000.00	4.00004	1,151,300.00	1,151,300.00	4 207 600 00
03/01/2027	2,095,000.00	4,000%	1,151,300.00	3,246,300.00	4,397,600.00
09/01/2027		-	1,109,400.00	1,109,400.00	-
03/01/2028	1,520,000.00	4.000%	1,109,400.00	2,629,400.00	3,738,800.00
09/01/2028	-	-	1,079,000.00	1,079,000.00	-
03/01/2029	1,700,000.00	4.000%	1,079,000.00	2,779,000.00	3,858,000.00
09/01/2029	-	-	1,045,000.00	1,045,000.00	
03/01/2030	-	-	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2030	-	-	1,045,000.00	1,045,000.00	-
03/01/2031	<u>-</u>	-	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2031	=	•	1,045,000.00	1,045,000.00	-
03/01/2032	6,000,000.00	5.500%	1,045,000.00	7,045,000.00	8,090,000.00
09/01/2032	-		880,000.00	880,000.00	-
03/01/2033	6,000,000.00	5.500%	880,000.00	6,880,000.00	7,760,000.00
09/01/2033			715,000.00	715,000.00	· -
03/01/2034	6,000,000.00	5,500%	715,000.00	6,715,000.00	7,430,000.00
09/01/2034			550,000.00	550,000.00	, , <u>,</u> _
03/01/2035	6,000,000.00	5,500%	550,000.00	6,550,000.00	7,100,000.00
09/01/2035	-,,,,,,,,,,,,,		385,000.00	385,000.00	-,,
03/01/2036	7,000,000.00	5.500%	385,000.00	7,385,000.00	7,770,000.00
09/01/2036	7,000,000.00		192,500.00	192,500.00	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
03/01/2037	7,000,000.00	5.500%	192,500.00	7,192,500.00	7,385,000.00
U3/U1/2U3/		J.J0076			1,585,000.00
Total	\$43,315,000.00		\$38,356,662.78	\$81,671,662.78	
ond Year Dollars					\$712,751.99
verage Life					16.455 Years
verage Coupon					5,3814880%
et Interest Cost (NI	c)				4,0095165%
rue Interest Cost (T					3,5357087%
	rage Purposes				2.5953495%
ond Yield for Arbit					3,5477546%
	IC)			1.1	
ll Inclusive Cost (A RS Form 8038	IC)				
Bond Yield for Arbit All Inclusive Cost (A RS Form 8038 Net Interest Cost	IC)				3,2199018% 16,503 Years

George K. Baum & Company

General Obligation Refunding and Improvement Bonds
Series 2017B

(Aggregate Refunding and New Money)

Pricing Summary

Type of								
Maturity Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
03/01/2027 Serial Coupon	4.000%	2.190%	2,095,000.00	115.693%	-	-	-	2,423,768.35
03/01/2028 Serial Coupon	4.000%	2.390%	1,520,000.00	113.823% c	2.514%	03/01/2027	100.000%	1,730,109.60
03/01/2029 Serial Coupon	4.000%	2.520%	1,700,000.00	112.627% c	2.729%	03/01/2027	100.000%	1,914,659.00
03/01/2032 Serial Coupon	5.500%	2.480%	6,000,000.00	125.819% с	3.270%	03/01/2027	100.000%	7,549,140.00
03/01/2033 Serial Coupon	5,500%	2.550%	6,000,000.00	125.135% c	3.415%	03/01/2027	100.000%	7,508,100.00
03/01/2034 Serial Coupon	5.500%	2.610%	6,000,000.00	124.552% c	3.537%	03/01/2027	100.000%	7,473,120.00
03/01/2035 Serial Coupon	5.500%	2.660%	6,000,000.00	124.069% c	3.641%	03/01/2027	100.000%	7,444,140.00
03/01/2036 Serial Coupon	5.500%	2.700%	7,000,000.00	123.684% с	3.727%	03/01/2027	100.000%	8,657,880.00
03/01/2037 Serial Coupon	5.500%	2.740%	7,000,000.00	123.301% c	3.806%	03/01/2027	100.000%	8,631,070.00
Total -		_	\$43,315,000.00		_		_	\$53,331,986.95
Bid Information	_, ,							
	<u> </u>		<u> </u>					\$43 315 000 00
Par Amount of Bonds	nt)							\$43,315,000.00 10,016,986.95
	ıt)							
Par Amount of Bonds Reoffering Premium or (Discou Gross Production								10,016,986.95 \$53,331,986.95
Par Amount of Bonds Reoffering Premium or (Discou Gross Production Total Underwriter's Discount (C								10,016,986.95 \$53,331,986.95 \$(238,232.50)
Par Amount of Bonds Reoffering Premium or (Discou Gross Production								10,016,986.95 \$53,331,986.95
Par Amount of Bonds Reoffering Premium or (Discou Gross Production Total Underwriter's Discount (C								10,016,986.95 \$53,331,986.95 \$(238,232.50)
Par Amount of Bonds Reoffering Premium or (Discoudeross Production Total Underwriter's Discount (CBid (122.576%)								10,016,986.95 \$53,331,986.95 \$(238,232.50) 53,093,754.45
Par Amount of Bonds Reoffering Premium or (Discoud) Gross Production Total Underwriter's Discount (CBid (122.576%) Total Purchase Price								10,016,986.95 \$53,331,986.95 \$(238,232.50) 53,093,754.45 \$53,093,754.45
Par Amount of Bonds Reoffering Premium or (Discoud) Gross Production Total Underwriter's Discount (Claim) Bid (122.576%) Total Purchase Price Bond Year Dollars								10,016,986.95 \$53,331,986.95 \$(238,232.50) 53,093,754.45 \$53,093,754.45 \$712,751.99
Par Amount of Bonds Reoffering Premium or (Discoud) Gross Production Total Underwriter's Discount (CBid (122.576%) Total Purchase Price Bond Year Dollars Average Life								10,016,986.95 \$53,331,986.95 \$(238,232.50) 53,093,754.45 \$53,093,754.45 \$712,751.99 16.455 Years

Series 2017B final | Issue Summary | 6/13/2017 | 11:22 AM

George K. Baum & Company

General Obligation Refunding and Improvement Bonds Series 2017B (New Money Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/30/2017	-	•	-	-	
03/01/2018	-	-	1,399,138.89	1,399,138.89	1,399,138.89
09/01/2018	•	•	1,045,000.00	1,045,000.00	
03/01/2019	-	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2019	-	-	1,045,000.00	1,045,000.00	
03/01/2020	-		1,045,000.00	1,045,000.00	2,090,000.00
09/01/2020	_	-	1,045,000.00	1,045,000.00	
03/01/2021	-	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2021	_	_	1,045,000.00	1,045,000.00	• •
03/01/2022	_	_	1,045,000.00	1,045,000.00	2,090,000.0
09/01/2022	-	_	1,045,000.00	1,045,000.00	
03/01/2023	_	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2023	_	_	1,045,000.00	1,045,000.00	-,,
03/01/2024	_	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2024	_	_	1,045,000.00	1,045,000.00	_,,
03/01/2025	<u> </u>		1,045,000.00	1,045,000.00	2,090,000.00
09/01/2025	_	_	1,045,000.00	1,045,000.00	2,000,000
03/01/2026	<u>-</u>	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2026	_	_	1,045,000.00	1,045,000.00	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
03/01/2027	_	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2027			1,045,000.00	1,045,000.00	2,000,000
03/01/2028	_	_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2028	_	_	1,045,000.00	1,045,000.00	2,000,000
03/01/2029		_	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2029		_	1,045,000.00	1,045,000.00	2,000,000.00
03/01/2030		<u>_</u>	1,045,000.00	1,045,000.00	2,090,000.00
09/01/2030	-	_	1,045,000.00	1,045,000.00	2,000,000.00
	-	_	1,045,000.00	1,045,000.00	2,090,000.00
03/01/2031 09/01/2031	-	-	1,045,000.00	1,045,000.00	2,050,000.00
	£ 000 000 00	5.500%	1,045,000.00	7,045,000.00	8,090,000.00
03/01/2032	6,000,000.00	3.30076		880,000.00	0,090,000.00
09/01/2032	(000 000 00	= = =000/	880,000,00		7.760.000.00
03/01/2033	6,000,000.00	5,500%	880,000.00	6,880,000.00	7,760,000.00
09/01/2033		- -	715,000.00	715,000.00	7 420 000 0
03/01/2034	6,000,000.00	5,500%	715,000.00	6,715,000.00	7,430,000.0
09/01/2034	-	# #000/	550,000.00	550,000.00	E 100 000 0
03/01/2035	6,000,000.00	5.500%	550,000.00	6,550,000.00	7,100,000.00
09/01/2035			385,000.00	385,000.00	
03/01/2036	7,000,000.00	5.500%	385,000.00	7,385,000.00	7,770,000.00
09/01/2036	-	-	192,500.00	192,500.00	
03/01/2037	7,000,000.00	5,500%	192,500.00	7,192,500.00	7,385,000.00
Total	\$38,000,000.00	-	\$36,104,138.89	\$74,104,138.89	
Yield Statistics					
Bond Year Dollars					\$656,438.8
Average Life					17,275 Year
Average Coupon	***				5,5000000%
Net Interest Cost (NI	<u> </u>				4.12067139
Frue Interest Cost (T.					3,62665059
Bond Yield for Arbit					2,5953495%
All Inclusive Cost (A				***	3,63827389
an inclusive Cost (A					2,03627367
IRS Form 8038					
Net Interest Cost					3.28969459
Weighted Average M	faturity				17.263 Year

George K. Baum & Company

Series 2017B final] New Money | 6/13/2017 | 11:22 AM

Tax-Exempt General Obligation School Bonds Series 2010A (New Money Portion)

Debt Service To Maturity And To Call

	Refunded	Refunded						
Date	Bonds	Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
09/01/2017	-	137,750.00	137,750.00		-	137,750.00	137,750.00	-
03/01/2018	-	137,750.00	137,750,00	_	-	137,750.00	137,750.00	275,500.00
09/01/2018	-	137,750.00	137,750.00	-	_	137,750.00	137,750.00	-
03/01/2019	_	137,750.00	137,750.00	_	_	137,750.00	137,750.00	275,500.00
09/01/2019	-	137,750.00	137,750,00	-	-	137,750.00	137,750.00	-
03/01/2020	5,685,000.00	137,750.00	5,822,750.00	-	-	137,750.00	137,750.00	275,500.00
09/01/2020	-	-	-	-	-	137,750.00	137,750.00	-
03/01/2021	-	-	-	-	-	137,750.00	137,750.00	275,500.00
09/01/2021	-	-	-	-	-	137,750.00	137,750.00	-
03/01/2022	-	-			-	137,750.00	137,750.00	275,500.00
09/01/2022	-	-	-	-	-	137,750.00	137,750.00	-
03/01/2023	-	-	-	-	-	137,750.00	137,750.00	275,500.00
09/01/2023	-	-	-	-	-	137,750.00	137,750.00	-
03/01/2024	-	-	-	-	-	137,750.00	137,750.00	275,500.00
09/01/2024	-		-	-		137,750.00	137,750.00	-
03/01/2025	-	-	-	-	-	137,750.00	137,750.00	275,500.00
09/01/2025	-	-	-	-	-	137,750.00	137,750.00	-
03/01/2026	=	-	-	•	=	137,750.00	137,750.00	275,500.00
09/01/2026	-	-	-	=	-	137,750.00	137,750.00	
03/01/2027	-	-	-	2,200,000.00	4.602%	137,750.00	2,337,750.00	2,475,500.00
09/01/2027	-	-	-	-	-	87,125.00	87,125.00	-
03/01/2028	-	-	-	1,640,000.00	5.000%	87,125.00	1,727,125.00	1,814,250.00
09/01/2028	-	-	-	-	-	46,125.00	46,125.00	-
03/01/2029	-	-	-	1,845,000.00	5.000%	46,125.00	1,891,125.00	1,937,250.00
Total	\$5,685,000.00	\$826,500.00	\$6,511,500.00	\$5,685,000.00	-	\$3,021,500.00	\$8,706,500.00	

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/30/2017
Average Life	10,607 Years
Average Coupon	4.8596907%
Weighted Average Maturity (Par Basis)	10.607 Years
Weighted Average Maturity (Original Price Basis)	10.615 Years

Refunding Bond Information

Refunding Dated Date	6/30/2017
Refunding Delivery Date	6/30/2017

Series 2010A final alloca | New Money | 6/13/2017 | 11:22 AM

George K. Baum & Company

General Obligation Refunding and Improvement Bonds Series 2017B (Refunding Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/30/2017	-	-	-	•	-
03/01/2018	-	-	142,323.89	142,323.89	142,323.89
09/01/2018	-	-	106,300.00	106,300.00	-
03/01/2019	-	-	106,300.00	106,300.00	212,600.00
09/01/2019	-	•	106,300.00	106,300.00	-
03/01/2020	-	-	106,300.00	106,300.00	212,600.00
09/01/2020	-	-	106,300.00	106,300.00	-
03/01/2021	-	-	106,300.00	106,300.00	212,600.00
09/01/2021	-	-	106,300.00	106,300.00	-
03/01/2022		<u>-</u>	106,300.00	106,300.00	212,600.00
09/01/2022	-	-	106,300.00	106,300.00	-
03/01/2023	-	-	106,300.00	106,300.00	212,600.00
09/01/2023	-	-	106,300.00	106,300.00	-
03/01/2024	-	-	106,300.00	106,300.00	212,600.00
09/01/2024			106,300.00	106,300.00	-
03/01/2025	-	-	106,300.00	106,300.00	212,600.00
09/01/2025	-	-	106,300.00	106,300.00	-
03/01/2026	-	-	106,300.00	106,300.00	212,600.00
09/01/2026	-	-	106,300.00	106,300.00	-
03/01/2027	2,095,000.00	4.000%	106,300.00	2,201,300.00	2,307,600.00
09/01/2027	-	-	64,400.00	64,400.00	-
03/01/2028	1,520,000.00	4.000%	64,400.00	1,584,400.00	1,648,800.00
09/01/2028	-	-	34,000.00	34,000.00	-
03/01/2029	1,700,000.00	4.000%	34,000.00	1,734,000.00	1,768,000.00
Total	\$5,315,000.00	-	\$2,252,523,89	\$7,567,523.89	-
Yield Statistics					
Bond Year Dollars					\$56,313.10
Average Life					10.595 Years
Average Coupon					4.0000000%
Vet Interest Cost (NI	(C)				2.7137904%
True Interest Cost (T					2.5243867%
Bond Yield for Arbit					2.5953495%
All Inclusive Cost (A	JC)				2.5414375%
RS Form 8038					
Net Interest Cost	0.00				2.3334601%
Weighted Average N	1aturity				10.586 Years

Series 2017B final | Refunding | 6/13/2017 | 11:22 AM

George K. Baum & Company

General Obligation Refunding and Improvement Bonds Series 2017B (Refunding Portion)

Debt Service Comparison

Date	Total P+l	PCF	Existing D/S	Net New D/S	Old Net D/S	Savings
3/01/2018	142,323.89	(142,323.89)	275,500.00	275,500.00	275,500.00	
03/01/2019	212,600.00	(212,600.00)	275,500.00	275,500.00	275,500.00	
03/01/2020	212,600.00	(5,897,600.00)	5,960,500.00	275,500.00	275,500.00	
03/01/2021	212,600.00	-	-	212,600.00	275,500.00	62,900.00
03/01/2022	212,600.00	-	-	212,600.00	275,500.00	62,900.00
03/01/2023	212,600.00	-	-	212,600.00	275,500.00	62,900.00
03/01/2024	212,600.00	-	-	212,600.00	275,500.00	62,900.00
03/01/2025	212,600.00	-	-	212,600.00	275,500.00	62,900.00
03/01/2026	212,600.00	-	-	212,600.00	275,500.00	62,900.00
03/01/2027	2,307,600.00	-	-	2,307,600.00	2,475,500.00	167,900.00
03/01/2028	1,648,800.00	-	-	1,648,800.00	1,814,250.00	165,450.00
03/01/2029	1,768,000.00	-	-	1,768,000.00	1,937,250.00	169,250.00
Total	\$7,567,523.89	(6,252,523.89)	\$6,511,500.00	\$7,826,500.00	\$8,706,500.00	\$880,000.00
 -	Summary (Net to	Net)				880,000.0
et FV Cashflow	Savings	Net)				
et FV Cashflow ross PV Debt S	Savings					706,724.3
let FV Cashflow cross PV Debt Solicet PV Cashflow contingency or R	v Savings ervice Savings v Savings @ 2.595%(I					706,724.3 706,724.3 2,634.9
et FV Cashflow ross PV Debt So et PV Cashflow ontingency or R et Future Value	/ Savings ervice Savings / Savings @ 2.595%(I Rounding Amount Benefit					880,000.00 706,724.34 706,724.34 2,634.91 \$882,634.91
et FV Cashflow ross PV Debt S et PV Cashflow	/ Savings ervice Savings / Savings @ 2.595%(I Rounding Amount Benefit					706,724.34 706,724.34 2,634.91
Tet FV Cashflow Tross PV Debt Solider PV Cashflow Contingency or Refer Future Value Tet Present Value	V Savings ervice Savings V Savings @ 2.595%(I Rounding Amount Element	Bond Yield)				706,724.34 706,724.34 2,634.91 \$882,634.9 \$709,359.23
fet FV Cashflow fross PV Debt So fet PV Cashflow contingency or R fet Future Value fet Present Value fet PV Benefit /	V Savings ervice Savings V Savings @ 2.595%(I Rounding Amount Elenefit e Benefit	Bond Yield)				706,724.34 706,724.34 2,634.91 \$882,634.91
et FV Cashflow ross PV Debt So et PV Cashflow ontingency or R et Future Value et Present Value et PV Benefit / et PV Benefit /	V Savings ervice Savings V Savings @ 2.595%(I Rounding Amount Benefit Benefit \$5,685,000 Refunded	Bond Yield)				706,724.34 706,724.34 2,634.9 \$882,634.9 \$709,359.2
et FV Cashflow ross PV Debt So et PV Cashflow ontingency or R et Future Value et Present Value et PV Benefit / et PV Benefit /	v Savings ervice Savings v Savings @ 2.595%(I Rounding Amount Benefit e Benefit \$5,685,000 Refunded \$5,315,000 Refunded	Bond Yield)				706,724.34 706,724.34 2,634.9 \$882,634.9 \$709,359.2

Series 2017B final | Refunding | 6/13/2017 | 11:22 AM

George K. Baum & Company

General Obligation Refunding and Improvement Bonds

Series 2017B

(Aggregate Refunding and New Money)

Total Issue Sources And Uses

Dated 06/30/2017 | Delivered 06/30/2017

	Definedia	Nove Stamone	Issue
	Refunding	New Money	Summary
Sources Of Funds			
Par Amount of Bonds	\$5,315,000.00	\$38,000,000.00	\$43,315,000.00
Reoffering Premium	753,536.95	9,263,450.00	10,016,986.95
Total Sources	\$6,068,536.95	\$47,263,450.00	\$53,331,986.95
Uses Of Funds			
Rounding Amount	2,634.91	46,989,973.27	46,992,608.18
Deposit to Crossover Escrow Fund	6,027,651.27	-	6,027,651.27
Total Underwriter's Discount (0.550%)	29,232.50	209,000.00	238,232.50
Costs of Issuance	9,018.27	64,476.73	73,495.00
Total Uses	\$6,068,536.95	\$47,263,450.00	\$53,331,986.95

Series 2017B final | Issue Summary | 6/13/2017 | 11:22 AM

George K. Baum & Company

General Obligation Refunding and Improvement Bonds

Series 2017B

(Aggregate Refunding and New Money)

Detail Costs Of Issuance

Dated 06/30/2017 | Delivered 06/30/2017

COSTS OF ISSUANCE DETAIL

Bond Counsel	\$50,000.00
Escrow Trustee	\$2,195.00
Escrow Verification	\$3,500.00
Rating Agency Fee	\$16,800.00
State Auditor	\$1,000.00
TOTAL	\$73,495.00

Series 2017B final | Issue Summary | 6/13/2017 [11:22 AM

INDEPENDENCE SCHOOL DISTRICT

Date:	6-7-17	FIXED	ASSET SHEET	FOR DISPOS	FIXED ASSET SHEET FOR DISPOSAL /SCRAP/DONATE		
Asset Description	Quantity	Asset #	Serial #	Donate Item	Condition of Items(s)	Grant Item	Disposal/Scrap/Donate
Admiral Washer	T	13025476	C32326707	No	Broken	No	Scrap
All-in-One-computer	8			No	Obsolete	No	Scrap
Bass	1		27026	No	Broken	No	Disposal
Book Case - Wooden	1			No	Poor	No	Disposal
Burnisher	1			No	Poor	No	Scrap
Cabinet - Metal 2 Drawer	2	2 70367, 20184	;	No	Poor	No	Disposal
Cabinet - Metal 4 Drawer	7	4 16758		No	Poor	No	Disposal
Cart - Red	1	13012855		No	Poor	No	Disposal
Carts	2			No	Poor	No	Disposal
Carts - Black Rolling	3			No	Poor	No	Disposal
Carts - Metal	4			No	Poor	No	Disposal
Carts - Plastic	4			No	Poor	No	Disposal
Cello	1		627445	No	Broken	No	Disposal
Cello 1/2 Size	1	102489		No	Broken	No	Disposal
Cello 1/2 Size	1	52961		No	Broken	No	Disposal
Celio 3/4 Size	1	1 54051		No	Broken	No	Disposal
Cello 3/4 Size	1	636762		No	Broken	No	Disposal
Chairs - Misc	38			No	Poor	No	Disposal
Chairs - Blue	47			No	Poor	No	Disposal
Chairs - Blue 14"	38			No	Poor	No	Disposal
Chairs - Blue 18"	12			No	Poor	No	Disposal
Chairs - Brown	5			No	Poor	No	Disposal
Chairs - Office	2			No	Poor	No	Disposal
Chairs - Plastic	11			No	Poor	No	Disposal
Chairs - Wooden	Ŧ		63312	No	Poor	No	Disposal
Chairs - Wooden	Į.		39096	No	Poor	No	Disposal
Chairs - Wooden	PT.		37924	No	Poor	No	Disposal
Chairs - Wooden	1		63376	No	Poor	No	Disposal
Chairs - Wooden	1		63377	No	Poor	No	Disposal
Chairs - Wooden	3			No	Poor	No	Disposal

INDEPENDENCE SCHOOL DISTRICT

Date:	6-7-17	FIXED	ASSET SHEET	FOR DISPOSA	FIXED ASSET SHEET FOR DISPOSAL /SCRAP/DONATE		
Asset Description	Quantity	Asset #	Serial #	Donate Item	Condition of Items(s)	Grant Item	Disposal/Scrap/Donate
Child Cots (Large)	5			No	Broken	. ON	Disposal
Combo Desk	203			No	Poor	No	Disposal
Cooler - Large (True Manufacture)	1		1-4799067	No	Poor	ON	Disposal
Desk - Single Elementary	33			No	Poor	oN	Disposal
Desk - Teacher Metal	1			No	Poor	ON	Disposal
Desk - Teacher Wooden	1			No	Poor	No	Disposal
DVD & VCR Players	9			No	Obsolete	No	Scrap
File Cabinet - Metal	3			No	Poor	No	Disposal
Filing Cabinet - 4 Drawer	1			No	Poor	ON	Disposal
Fish Tank Stand, etc	1	13009527		No	Poor	No	Disposal
Fish Tank Stand, etc	1	13009335		No	Poor	No	Disposal
Hatco Booster Heater	1	13038811	8273000418	No	Broken	ON	Scrap
HP 3115M Notebook	30			No	Obsolete	No	Scrap
LapTop	43			No	Obsolete	ON	Scrap
Maico MA1	1	13008516	10772	No	Broken	ON	Dispose
McCall Commercial Freezer	1	13012148	M-092403	No	Broken	No	Scrap
Milk Recycling Bin	1			No	Poor	oN	Disposal
Monitors	25			No	Obsolete	No	Scrap
Postage Machine - Data Pac	1		1052659	No	Poor	No	Scrap
Projectors	10			No	Obsolete	No	Scrap
Salvajor Garbage Disposal	1	13038704	559989	No	Broken	No	Scrap
Service Master Slow speed	1			No	Poor	No	Disposal
Shelf - Metal with wheels	1			No	Poor	No	Disposal
Shelf - Two Piece	2			No	Poor	No	Disposal
Shelf (Wood)	1			No	Poor	No	Disposal
Smart Response Clickers	37		·	No	Poor	No	Disposal
Sofa - Small	1			No	Poor	No	Disposal
Stool - Metal	T			No	Poor	No	Disposal
Table	2			No	Poor	No	Disposal
Table - 4 ft. round	1			No	Poor	No	Disposal
Table - Child	1			No	Poor	No	Disposal

INDEPENDENCE SCHOOL DISTRICT

Date:	6-7-17	FIXED	ASSET SHEET	FOR DISPOSA	FIXED ASSET SHEET FOR DISPOSAL /SCRAP/DONATE		
Asset Description	Quantity	Asset #	Serial #	Donate Item	Donate Item Condition of Items(s)	Grant Item	Disposal/Scrap/Donate
Table - Gray	1			No	Poor	No	Disposal
Table - Old Cafe	1	13018672	16002655	No	Poor	No	Disposal
Table - Sand/Water	1			No	Broken	No	Disposal
Table (Wood)	1			No	Poor	No	Disposal
Tables - Computer	2			No	Poor	No	Disposal
Titmus i300 Series Vision	1		58650!	No	Obsolete	No	Scrap
Toshiba Thrive	22		:	No	Obsolete	No	Scrap
Viola	1		411231	No	Broken	No	Disposal

THE SALARY SCHEDULE...EXPLAINED

UNDERSTANDING THE SCHEDULE

The Independence School District uses an **indexed salary schedule** to determine certificated salaries. The index is the number you will find in the salary schedule (to your right) directly under the salary for each step and column. The salary for each step and column is determined by multiplying the index number by the base salary — or the salary found at Bachelors Step 1. For example, if you are have a Masters in field and are at step 5, you would take 1.308 and multiply it by \$33,900. This would give you the salary you see in the schedule of \$44,341.

The genius of our salary schedule is that it treats everyone equitably. If the base is raised 2%, all employees on the schedule regardless of step, receive the same percentage raise. Also by allowing employees to get to the top of the schedule in 22 years, our District helps increase your lifetime earnings potential. Many districts drag out the number of years to get to the top of the schedule, keeping employees from reaching the highest earning potential and thereby cutting their lifetime earnings.

SCHEDULE MOVEMENT

Step movement occurs for every year of experience. Movement for professional improvement occurs when you have submitted transcripts to Human Resources documenting credit hours and/or degrees earned that are related to your field. In order to have your pay adjusted for all 12 paychecks you must submit your transcripts by August 10th. To receive the full movement increase, transcripts must be submitted no later than October 10th.

WHAT ARE THE TAN BOXES?

Our schedule is highly competitive with other metro districts in terms of lifetime earnings potential. However there was a clear problem with our beginning teacher's schedule. In order to make the schedule competitive one of two things would need to have occurred. One — adding \$3,500 to the base, an action that would have cost over \$7,000,000. Or by adding a salary overlay to the steps in question, at a cost of \$70,000 we could make the entire salary schedule competitive. Option 2 was the only option that made sense both from a financial standpoint and a recruiting standpoint.

AND THE BLUE BOX ON STEP ONE?

This is the base salary plus a \$1,200 stipend that new teachers get regardless of placement on the schedule. The stipend is compensation for the week of extra time new teachers give in for professional development at the beginning and throughout the school year.

NATIONAL BOARD STIPEND

As an added incentive to the schedule, any teacher that receives National Board Certification receives a \$3,000 stipend for each year he/she continues to be certified under the program.

* C **	2018 Certifical Bachelors	ed Salary B+16	Schedule Masters	M+16	M+32	Doctorate
Step	33,900	35,595	.38,985	40,680	42,375	45,257
	1	1.05	1.15	1.2	1.25	1.335
	+3,500	+2,500	+1,500	+250	kelikiki ili ili ili ili ili ili ili ili i	mercille by Selfer broke
	\$38,600					
	35,239	36,934	40,324	42,019	43,714	46,596
2	1.0395	1.0895	1,1895	1.2395	1.2895	1.3745
	+2,500	+1,500	.+250 ,	s General de Rightschaft in des de	nation Time to the Control of the	v Mattalandari (145) samar
3	36,578 1.079	38,273	41,663	43,358	45,053	47,935
	+ 1,500	1.129 +250	1.229	1.279	1.329	1,414
			,			
4	37,917	39,612	43,002	44,697	46,392	_ 49,274
	1.1185	1.1685	1.2685	1.3185	1.3685	1.4535
	+250	rationi particolor	nn ar a separatura desar		1877-2884 National (1878-1878)	er and the second secon
5	39,256	40,951	44,341	46,036	47,731	50,613
(Taille) Theres	1.158	1.208	1.308	1.358	1.408	1,493
6	40,595 1.1975	42,290 1.2475	45,680 1.3475	1.3975 1.3975	49,070 1,4475	51,952 1,5325
	41,934	43.629	47.019	48.714	50.409	53,291
7	1.237	1.287	1.387	1.437	1.487	1.572
ere ere ere Togen sens	43,273	44.968	48,358	50.053	51.748	54,630
8	1.2765	1.3265	1.4265	1.4765	1.5265	1.6115
	44,612	46,307	49,697	51,392	53.087	55,969
9	1.316	1,366	1.466	1:516	1.566	1.651
	45,951	47,646	51,036	52,731	54.426	57,308
10	1.3555	1.4055	1,5055	1,5555	1.6055	1.6905
11	47,291	48,986	52,376	54,071	55,766	58,647
	1,395	1,445	1.545	1.595	1.645	1.73
12	48,630	50,325	53,715	55,410	57,105	59,986
e Genal	1,4345	.1.4845	1.5845	1.6345	1.6845	1.7695
13	49,969	51,664	55,054	56,749	58,444	61,325
	1.474	1.524	1.624	1.674	1.724	1.809
14	51,308 1.5135	53,003	56,393 4 cess	58,088 1,7135	59,783	62,664
Megalleri Paragesa	52,647	1.5635 54,342	1.6635	59,427	1.7635 61,122	1.8485
15	1.553	1.603	57,732 1,703	1.753	1.803	64,000 1.888
16		55,681	59,071	60,766	62,461	65,342
		1.6425	1,7425	1.7925	1.8425	1.9275
17			-60,410 1.782	62,105 1.832	63,800 1,882	66,681 1,967
arain yo. Bariga			61,749	63,444	65,139	68.020
18			1.8215	1.8715	1 9215	2.0065
19	100000000000000000000000000000000000000		63,088	64,783	66,478	69,359
		ortaliani Alleration	1.861	1.911	1.961 67.817	2.046
20 .	Emple: 1	100		66,122 1.9505	2.0005	70,696 2.0859
21	erin i var tibi erini. Tib bahasa i salah			67,461	69,156	72,038
				1:990	2,0400 70,495	2 1250 73 377
22					2:0795	2.1645

relates to work hours, a general statement to reflect current practices around flexible work hours being used during the summer and non-student attendance days as determined by supervisor.

Greg Finke made the motion that the Board of Education approves the New Multi-Year Collective Bargaining Agreement with IESP for the 2017-2020 school years as presented. The motion was seconded by Ann Franklin and unanimously approved by the Board of Education.

Dr. Herl asked that we establish June 29, 2017 at 7:30 a.m. to approve the 2017-2018 School District Budget. This would not only include the budget, but any budget amendments as we close out this FY. A reminder that after the budget hearing we will have our groundbreaking for the new elementary school at 9:00 a.m.

Denise Fears made the motion that the Board of Education schedule a Special Board meeting on Thursday, June 29, 2017 at 7:30 a.m. for a public hearing on the proposed budget for the 2017-2018 school year. The motion was seconded by Ken Johnston and unanimously approved by the Board of Education

There being no further business to come before the Board of Education, Ann Franklin made the motion, second by Denise Fears, to adjourn the meeting and go into executive session for real estate, legal, and personnel issues at 7:00 p.m. The motion was approved as follows:

Ayes: Jill Esry

Greg Finke Denise Fears Ann Franklin Ken Johnston Absent: Matt Mallinson Blake Roberson

JUDO NO

Presiden

AGREEMENT

BETWEEN THE

INDEPENDENCE-NATIONAL EDUCATION ASSOCATION

AND THE

SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI JULY 1, 2017-JUNE 30, 2022

PREAMBLE

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence-National Education Association (hereinafter the "Association") declare their mutual aim to increase student achievement; to attract, retain, and support high quality staff; to improve relationships through effective communication; and to maximize resources to facilitate learning; and,

WHEREAS, the employees of the District have a right to organize and to bargain collectively through representatives of their own choosing; and,

WHEREAS, the parties hereto recognize that the District, as a public employer, is not required by law to enter into any agreement with the Association regarding terms or conditions of employment but is entering this Agreement pursuant to an attempt to build a productive, collaborative relationship with its employees; and,

WHEREAS, the parties have reached certain understanding they desire to confirm this Agreement; and,

In consideration of the preceding mutual covenants, this Agreement is entered into between the School District of the City of Independence, Missouri and the Independence-National Education Association, an affiliate of the Missouri-National Education Association this <u>13th</u> day of <u>Gune</u>, 2017.

The term of Agreement shall begin July 1, 2017, and shall end June 30, 2022.

ARTICLE 1 RECOGNITION

SECTION 1.1 Recognition of Teacher Bargaining Representative

- 1. <u>Scope of Recognition.</u> The District recognizes the Association as the exclusive representative of the employees of the Teacher Unit in matters related to their salary, benefits, and working conditions.
- 2. <u>Definition of Unit</u>. The Teacher Unit includes: all full time Teachers regularly required to be certified under laws relating to the certification of teachers, including but not limited to Instructional Coaches, Library Media Specialists, Counselors, Speech Pathologists, MU Mentors, Process Coordinators, and Small Learning Community Coordinators.
- 3. Exclusions from Unit. All certificated personnel holding positions not specifically identified above and all others are excluded.
- 4. <u>Certification of Election.</u> The Association was certified as the exclusive bargaining representative of the above-described unit by the District Board of Education, following an election by those employees in the unit on May 20, 2008.
- 5. <u>Term of Recognition.</u> Such recognition shall continue until the Association is decertified and an alternative organization is elected as the exclusive bargaining representative pursuant to the procedure described in Section 1.3 of this Agreement.
- 6. Exclusivity of Recognition. The rights of the exclusive representative of the Teacher Unit shall not be granted or extended to any other organization unless otherwise provided in this Agreement or by law.

SECTION 1.2 Recognition of the Paraprofessional Bargaining Representative

- 1. <u>Scope of Recognition</u>. The District recognizes the Association as the exclusive bargaining representative of the employees of the Paraprofessional Unit in matters related to their salary, benefits, and working conditions.
- 2. <u>Definition of Unit.</u> The Paraprofessional Unit includes: all paraprofessionals working five (5) or more hours per workday and Health Clerk/Aides. As used herein, the term "paraprofessional" shall mean only such persons included in the Paraprofessional Unit certified by the State Board of Mediation.
- 3. Exclusions from Unit. All classified personnel holding positions not specifically identified above are excluded.
- 4. <u>Certification of Election.</u> The above-described unit was certified by the State Board of Mediation in Public Case No. R2002-029 on April 5, 2002.
- 5. <u>Term of Recognition</u>. Such recognition shall continue until the Association is decertified as the exclusive bargaining representative pursuant to the rules and regulations of the State of Missouri.

6. Exclusivity of Recognition. The rights of the exclusive representative of the Paraprofessional Unit shall not be granted or extended to any other organization unless otherwise provided in this Agreement or otherwise provided by law.

SECTION 1.3 Election of Successor Representative of Teacher Unit

- 1. <u>Petition for Decertification.</u> A petition for decertification of the Association as the exclusive bargaining representative of the Teacher Unit may be filed with the Secretary of the Board of Education no earlier than 120 days prior to the expiration of this Agreement and no later than 90 days prior to the expiration of this Agreement. Any such petition must be filed with the Board Secretary during the prescribed time frame.
- 2. Requirements for Petition. Any petition for decertification must include the following:
 - a. A statement that the Association no longer represents a majority of the members of the Teacher Unit;
 - b. A claim that an identified alternative employee organization represents a majority of the members of the Teacher Unit.
 - c. A showing of interest signed by not less than thirty percent (30%) of the employees in the Teacher Unit;
 - d. A statement signed by the organization's board of directors that it has approved the petition and it is eligible for recognition as described in this Agreement.
- 3. <u>Eligibility for Alternative Representative</u>. Such alternative employee organization must meet the following criteria:
 - a. Hold meetings at least quarterly that are open to all members of the Teacher Unit;
 - b. Hold regular meetings of a board of directors;
 - c. Keep minutes of those meetings; and,
 - d. Hold elections for officers of the organization.
- 4. <u>Verification of Signatures</u>. The District and the Association shall mutually agree upon a person(s) to verify that the signatures on any petition or showing of interest belong to members of the Teacher Unit.
- 5. <u>Purpose of Election.</u> If a complete petition for decertification is filed in accordance with this Agreement, the Board of Education shall conduct an election of the members of the Teacher Unit to determine if a majority of the members of the Teacher Unit are in favor of the proposition that the Association shall be replaced by the identified alternative organization as the exclusive bargaining representative of the Teacher Unit.

- 6. <u>Timetable for Election.</u> Once the Board has certified that a petition meeting the requirements of this Agreement has been filed, the Board or its designee shall meet with the Association or its designee and the identified alternative organization to set a time for an election.
 - a. Such election must be scheduled at least one month from the date that the Board certified the petition.
 - b. Such time for election must be mutually agreed to by the Board, the Association, and the identified alternative organization.
 - c. If the Board, the Association, and the identified alternative organization cannot agree on a time for an election, the Board may set a time for the election.
- 7. <u>Campaigning.</u> The following rules shall apply to campaigns for elections pursuant to this provision:
 - a. No district resources may be used for campaign materials including copy machines and email.
 - b. Mailboxes are available for the distribution of election materials by any professional association seeking the position of exclusive bargaining representative.
 - c. Campaigning and electioneering will not be allowed near the polling area during polling time.
 - d. Campaigning is otherwise allowed so long as it is not disruptive to the learning environment as determined by the Superintendent or his designee.
- 8. <u>Election Procedures.</u> Two representatives of the Board and one representative from each organization on the ballot shall meet to discuss procedures of the election.
- 9. <u>Election Costs.</u> Any costs of the election shall be borne equally by the District and each organization on the ballot.

ARTICLE 2 NEGOTIATIONS PROCEDURES

SECTION 2.1 Duration and Term of Agreement

- 1. <u>Term of Agreement</u>. This Agreement shall be in effect from July 1, 2017, or such later date as may be shown above through June 30, 2022.
- 2. Scope of Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. The Board and the Association acknowledge that as of the date of this Agreement all matters within the scope of negotiations have been agreed upon except as provided by Section 2.6 Re-openers.
- 3. Renewal of Agreement. Thereafter it shall be considered renewed for a period of thirty-six (36) months unless after December 1, 2021, and prior to January 15, 2022, either party shall serve

written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement or the addition of any new provision to this Agreement.

- a. Such notices shall be in writing and delivered to the Superintendent or to the Association President.
- b. Any provisions of this Agreement identified in such notices will expire at the end of the current contract term.
- c. All other provisions of this Agreement not identified in such a notice will continue in force and effect unless and until that item is the subject of a notice to renegotiate as described in this provision or a successor Agreement is negotiated.
- 4. Scope of Negotiations. The Board and the Association shall negotiate matters related to salary, benefits, and working conditions of the employees in the Bargaining Units. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement. Each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter except as otherwise specifically provided in Section 2.6 (Re-openers) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.
- 5. Monthly Discussion Meetings. During the term of this Agreement and in order to provide clear communication between the Association and the District, the Superintendent or designees and the Association President or designees may, at the request of either party, meet on a mutually agreeable day each month during the regular school year at a time convenient to both parties.

SECTION 2.2 Negotiations Sessions

- 1. <u>Time and Place</u>. Meetings for the purposes of negotiations on all matters shall take place at reasonable and mutually agreed times and places between March 15 and May 15 of the same year unless otherwise agreed by the parties.
- 2. <u>Written Proposals.</u> By February 15, each party will present written proposals to be considered along with any supporting rationale. After the first session, new issues or proposals can be considered upon mutual consent of the parties.
- 3. <u>Number of Sessions</u>. The number of negotiation sessions during the period between March 15 and May 15 shall be six (6) in number unless the negotiation teams mutually agree otherwise.

SECTION 2.3 Ground Rules for Negotiations

The Board and the Association agree to the following Ground Rules for the conduct of negotiations.

- 1. All meetings are open meetings.
- 2. All meetings will be scheduled at mutually agreeable dates and times.

- 3. All meetings will begin and end on time.
- 4. Team members will be respectful at all times.
- 5. Either team may caucus at anytime.
- 6. Anyone at the table may talk but there is only one official spokesperson for each team.
- 7. Presentations from anyone other than a team member are permitted by mutual agreement by both parties. 24 hour notice is required.
- 8. The District will assign someone to serve as the secretary for discussions and will provide minutes for team members following each meeting.
- 9. Meetings will be scheduled for 1 hour and 30 minutes unless mutually agreed by both parties.
- 10. It is the intent of the Board and the Association to reach agreement on all matters within the subject of negotiations.

SECTION 2.4 Negotiations Teams

- 1. <u>Board Team.</u> The Board shall select the members of its negotiation team. Members of the Board negotiation team shall consist of Board members and district administration.
- 2. <u>Association Team.</u> The Association shall select the members of its negotiation team. Members of the Association's negotiation team shall consist of members of the Teacher Unit and/or the Paraprofessional Unit.
- 3. <u>Authority of Team.</u> The Board and the Association shall confer upon their respective negotiation team the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations and to reach a tentative agreement subject to the final ratification or rejection of the Agreement.
- 4. <u>Limit of Authority.</u> No action, statement, agreement, settlement, or representation made by any member of the District's bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has agreed thereto in writing.

SECTION 2.5 Ratification of Agreements

- 1. Reduction to Writing. Once the parties have reached a tentative agreement regarding all proposals, the agreement shall be reduced to writing and presented to the Association for ratification.
- 2. <u>Consideration by Association.</u> The Association shall consider the proposed Agreement without change or amendment.
- 3. Consideration by Board. If the Agreement is ratified by the Association, the Agreement shall be presented to the Board of Education for ratification or rejection without change or amendment at its next regular Board meeting provided that the adoption of the Agreement will not be included in the consent agenda.

- 4. <u>Signatures.</u> Any approved Agreement shall be signed by the Board president and the Association president.
- 5. <u>Distribution</u>. The approved Agreement shall be made available on the district portal for employees.

SECTION 2.6 Reopeners

- 1. <u>Salaries</u>. Article 6 relating to salary schedules for members of the Bargaining Units shall be reopened for negotiations each school year pursuant to the procedures of this Article.
- 2. Other Issues. During the term of this Agreement either party may notify the other party of a desire to negotiate up to three (3) proposals, in addition to salary and benefits, related to working conditions of the Bargaining Unit or the Agreement, provided that nothing shall compel either party to agree to reopen or renegotiate the Agreement except as provided for in this Agreement.
- 3. <u>Incorporation into Agreement.</u> Any tentative agreement reached pursuant to this provision shall not take effect until both parties have adopted the agreement pursuant to Section 2.5. Any proposal adopted pursuant to this Agreement shall be incorporated into this Agreement. Once an amendment has been adopted by both parties pursuant to Section 2.5, the amended language will be reflected in the text of the agreement with a notation indicating the date of the amendment.

ARTICLE 3 LEADERSHIP RIGHTS

SECTION 3.1 Consistency between this Agreement and Board Policies

- 1. The Association and the District agree to follow the terms of this Agreement.
- 2. The Association and the District hereby acknowledge the School Board policies and regulations as set forth by the Board of Education. Acknowledgement does not necessarily indicate endorsement by the Association.
- 3. Every effort has been made to avoid any terms in this Agreement that may be in conflict with or inconsistent with presently adopted Board of Education policies.
- 4. If the Board or the Association perceives such a conflict or inconsistency exists, the Superintendent and/or designee(s) and the Association President and/or designee(s) shall confer in an attempt to resolve such conflict or inconsistency.
- 5. After meeting with the Association representatives, the Superintendent and/or designee(s) shall forward an opinion to the Board regarding a proposed resolution to the matter.
- 6. In its sole discretion, the Board will determine how best to resolve the matter.
- 7. It is the intent of the Board to refrain from adopting any new policies that are in direct conflict with the terms of this Agreement.

SECTION 3.2 Board Rights and Authority

- 1. <u>Right to Operate District</u>. It is understood and agreed that the Board possess the right and authority to operate and direct the employees of the District in all respects including but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement except as specifically limited in this Agreement.
- 2. <u>Statutory Rights.</u> The authority and powers of the Board as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement.
- 3. <u>Description of Rights.</u> These rights include but are not limited to the following:
 - a. To determine the District's mission, objectives, policies and budget;
 - b. To determine and set all standards of service offered to the public;
 - c. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
 - d. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
 - e. To introduce new or improved methods, equipment, and facilities;
 - f. To establish, modify, or eliminate programs, curriculums, and/or courses of instruction, including special programs and athletic, recreational, and social events for students;
 - g. To determine whether to provide or purchase goods and services;
 - h. To determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
 - i. To hire all employees and to determine their qualifications:
 - j. To determine employee's conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement;
 - k. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
 - 1. To determine the academic calendar; and
 - m. To determine the duties, responsibilities, and assignments of those individuals in the Bargaining Unit.

SECTION 3.3 No Requirement to Negotiate Unless Otherwise Agreed

The Association and the District agree that the Board of Education specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the Association prior to any such changes except as specifically stated in this Agreement.

ARTICLE 4 ASSOCIATION RIGHTS

SECTION 4.1 Non-Discrimination

1. The Board and the Association agree that employees have the right to organize and to bargain collectively through the representative of their own choosing.

- 2. An employee shall not be discharged or discriminated against because of the exercise of such right.
- 3. No person or group of persons shall directly or indirectly by intimidation or coercion compel or attempt to compel any employee to join or refrain from joining a labor organization.

SECTION 4.2 Duty of Exclusive Representation

The Association recognizes and agrees to its responsibility to represent fully and equally without discrimination all members of the Bargaining Units in all aspects of this Agreement

SECTION 4.3 Use of Facilities

The Association shall be allowed the use of school buildings and premises for Association meetings and activities in accordance with Board policies and regulations.

SECTION 4.4 Use of Communication Systems

- 1. Communication with Entire Bargaining Units. The Association may use the school mailboxes, inter-school mail service, email and other communication systems to communicate with members of the Bargaining Units regarding issues related to the terms and conditions of this Agreement and other matters of mutual concern to the Bargaining Units. All such communications from the Association to the entire Bargaining Units shall be copied to the Superintendent and/or designee(s) at the time of transmission or distribution.
- 2. <u>Communication with Members.</u> The Association may use the District communication systems to conduct business with its members.
- 3. <u>Political Limitation</u>. The District communication systems may not be used to communicate or distribute information in support of or opposition to any candidate for public office or ballot measure.
- 4. <u>Bulletin Boards</u>. The building principal will designate a bulletin board in each building located in a teacher workroom or teacher lunchroom for Association use. Bulletin board privileges may be revoked for violation of Board policies and regulations.
- 5. <u>Surveys.</u> The Association is the only professional association that may survey members of the entire Bargaining Unit about matters of concern relating to terms or conditions of this Agreement.
- 6. <u>Board or District Right.</u> These provisions shall not be construed to limit in any manner the authority of the Board or administration to communicate with its employees.

SECTION 4.5 Membership of Committees.

1. <u>Insurance Committee.</u> The Association shall appoint at least one (1) member of the Teacher Unit from each level (elementary, middle, and high school) to serve on the committee.

- 2. <u>Calendar Committee</u>. The Association shall appoint at least one (1) member of the Teacher Unit from each level (elementary, middle, and high school) to serve on the Committee.
- 3. <u>Performance-Based Evaluation (PBE) Committee.</u> The Association shall appoint one (1) member of the Teacher Unit from each building to serve on the Committee.
- 4. Appointment by Association. Except as otherwise described in this Agreement or required by law, the Association President shall select members of the Bargaining Unit to serve on the Insurance, Calendar, PBE or any other committee which is formed and whose work or recommendations relate to the salary, benefits, or working conditions of the Bargaining Unit.
- 5. Other Teacher Unit Committees. For any District-wide committee whose work relates exclusively to the Teacher Unit, the committee shall have at least fifty percent (50%) membership from the Teacher Unit who have been selected by the Association President or designee.
- 6. Special Committees. The Association and Board agree to work collaboratively towards developing effective solutions to address the issues of mutual interest or concern that may arise throughout the duration of this agreement. Committees may be established for the purposes of developing solutions that are beneficial to both parties. If a solution is developed it shall be reduced to writing.
- 7. Other Paraprofessional Committees. For any District-wide committee whose work relates exclusively to the Paraprofessional Unit, the committee shall have at least fifty percent (50%) membership from the Paraprofessional Unit who have been selected by the Association President or designee.
- 8. <u>District's Authority.</u> Nothing in this Agreement shall be construed to limit the District's obligation to establish or structure committees as required by law and the regulations of the State of Missouri and the Department of Elementary and Secondary Education.

SECTION 4.6 No Strikes or Lockouts

- 1. No employee subject to this Agreement, nor the Association, nor any person acting in behalf of the Association, shall ever or at any time engage in, encourage, authorize, or instigate any strike, slowdown, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.
- 2. Employees who violate this "No Strike" provision shall be subject to discipline.
- 3. The District agrees it will not authorize a lockout of any group of employees who are subject to this agreement.
 - a. "Lockout" as used in this provision means action taken by the Board to provoke interruptions of or prevent the continuity of work normally and usually performed by teachers or paraprofessionals for the purpose of coercing such employees into relinquishing rights guaranteed by law.

- b. Any financial condition that necessitates the layoff of employees or causes the district to be unable to meet payroll or emergency situation that necessitates district personnel to not report for duty shall not be considered as a lockout of employees.
- c. Restrictions upon an individual employee's access to school property shall not be considered as a lockout for purposes of this provision.

SECTION 4.7 <u>Directory Information of Unit Employees</u>

Upon written request by the Association, the District shall provide in a reasonably prompt manner the name, address, phone number, and district email addresses of all newly hired employees of the teacher or paraprofessional Bargaining Unit.

SECTION 4. Orientation

- 1. New Teacher Academy.
 - a. Only the Association shall be permitted to have an informational table throughout the duration of New Teacher Academy, provided that such presence does not interfere with the conduct of regular business of the orientation as determined by the Superintendent and/or his designee(s).
 - b. The Association will be permitted to sponsor a breakfast and/or lunch meal at the orientation as long as other employee groups are not excluded from sponsoring a meal during the orientation.
 - c. All new teachers will be permitted to voluntarily attend a presentation by the Association following the required training during one day of orientation.
- 2. <u>Classified Orientation</u>. The Association shall be permitted to have an information table during Classified Orientation, provided that such presence does not interfere with the conduct of the regular business of the orientation as determined by the Superintendent or designee.

ARTICLE 5 GENERAL PROVISIONS

SECTION 5.1 Mutual Commitment to Education

- 1. The District and the Association recognize that they are both committed to educating the students of the District and therefore, both parties agree to facilitate open communications between the two parties.
- 2. The Association and the Board agree that the Performance Based Evaluation (PBE) Committee will develop a presentation to be used by the Human Resources department to train principals and association representatives jointly. Building PBE training facilitated by the building principal(s) and building association representative will be required in every building.
- 3. The Association and the Board agree that the District will amend its PBE document as follows:

If an educator is marked "needs improvement" or "does not meet expectations" on any criteria, the educator may request a re-evaluation to be completed before October 1 of the following year. This request must be made in writing prior to the end of the school year in which the initial summative is completed.

SECTION 5.2 Savings Clause

- 1. Neither the Board nor the Association intends to violate any law or regulation of the State of Missouri or of the United States of America.
- 2. In the event any provision of this Agreement is held by a court of competent jurisdiction to be in violation of any such laws or regulations, the District and the Association will enter into negotiations to remedy the violation. The remainder of the Agreement shall remain in full force and effect to the extent permitted by law.
- 3. In the event any provision of this Agreement is affected by state or federal legislation or regulations, such laws shall control and supersede the terms of this Agreement. The remainder of the Agreement which is not affected by the legislation or regulations shall remain in full force and effect to the extent permitted by law.
- 4. Both parties acknowledge that the State of Missouri may enact legislation and adopt regulations regarding the right of public employees to organize and to bargain collectively with the representatives of their own choosing.
- 5. In the event any provision of this Agreement is affected by this legislation or regulations, the District and the Association will enter into negotiations to the extent permitted by law to remedy the situation. The Board shall, in its sole discretion, determine if provisions of this Agreement have been affected by such legislation or regulations.

SECTION 5.3 Multiple Originals Can Be Signed Separately

This Agreement may be signed by the Parties' representatives in two (2) or more originals, and all originals so signed shall for all purposes constitute one agreement, binding upon all parties.

SECTION 5.4 Weekend Access to Buildings

- 1. Scope of Access. Teachers will have access to schools on Saturdays from 9:00 am to 5:00 pm beginning the Saturday prior to the commencement of classes in August and ending the Saturday prior to the last regular session school day unless extraordinary circumstances preclude access as determined by the Administration.
- 2. <u>Limitations</u>. Teachers accept all risk of personal injuries while accessing property, and the facilities department will not be responsible for clearing parking lots and sidewalks for weekend access.

SECTION 5.5 Grievance Regarding this Agreement

A claim by an employee(s) or the Association that terms of the agreement have been violated or misapplied shall be considered a grievance pursuant to Article 7 of this agreement unless the claim is

based on a decision for which state statute provides a means of resolving disputes, i.e. non renewal, termination, and reduction in force.

SECTION 5.6 Meetings on Election Day

The Association and the Board agree that there shall be no regularly scheduled district or school meetings scheduled on the regular election day in November and April, excluding any emergency meeting as determined by the District or building administration.

SECTION 5.7 Duty Free Lunch

Efforts will be made to provide an uninterrupted duty-free lunch period of at least twenty-five (25) minutes daily. When temporary, unanticipated emergency situations arise, teachers my not receive the full twenty-five minutes.

SECTION 5.8 Parent-Teacher Conferences

Teachers will participate in parent-teacher conferences. Teachers will earn one non-contract day for the additional 7.5 hours worked during the week of parent-teacher conferences. The non-contract day will be established as part of the annual employee calendar approved by the Board of Education.

ARTICLE 6 SALARY SCHEDULES

SECTION 6.1 Committed to Indexed Salary Schedule

The Board and the Association reaffirm their commitment to an indexed salary schedule.

SECTION 6.2 Certificated Staff Salary Schedule

The current "Classroom Teacher" Salary Schedule is incorporated by reference into this Agreement.

SECTION 6.3 Paraprofessional Salary Schedule

The current "Para-educator" Salary Schedule is incorporated by reference into this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURES

SECTION 7.1 Board Grievance Policy

The Board of Education recognizes that in any workplace misunderstandings and disputes arise. If left unresolved, these disputes could undermine staff morale and can interfere with the educational mission of the District. The Board has adopted a formal process for dispute resolution that encourages staff members to resolve concerns quickly and at the most immediate administrative level. This policy does not limit the right of any employee to file grievances under any Board Policy and Regulation that provides a procedure for grieving a matter pursuant to state or federal law.

SECTION 7.2 Definitions

Grievance- A claim by an employee(s) that a written Board policy or administrative regulation has been violated or misapplied. This policy is not applicable to the content of performance evaluation nor to decisions for which state statute provides a means of resolving disputes, i.e. non renewal, termination, and reduction in force.

Day- When the dispute resolution policy requires certain action to be taken within a specific number of days, days means working days and specifically excludes weekends and school holidays. When counting days, begin with the first day following the event.

SECTION 7.3 <u>Informal Resolution</u>

Employees who believe that a written Board policy or administrative regulation has been violated, must meet with their immediate supervisor within ten (10) days of the alleged violation. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

SECTION 7.4 Formal Resolution

If the dispute is not resolved within four (4) working days of the informal conference, the staff member may initiate the formal procedure by completing a District Dispute Form and submitting this form to the staff member's immediate supervisor. A completed District Dispute Form must be submitted to the employee's immediate supervisor within ten (10) days of the informal conference.

- 1. Step One: Immediate Supervisor. Within four (4) days of receipt of the completed dispute form, the immediate supervisor will schedule a meeting with the staff member and the staff member's representative, if desired. Within ten (10) days of this conference, the immediate supervisor will provide the staff member with a written response to the dispute.
- 2. Step Two: Superintendent's Designee. If the employee is not satisfied with the resolution at Step One, the staff member may refer the dispute in writing to the Superintendent. To proceed to Step Two, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step One decision. Upon receipt of the District Dispute Form, the Superintendent shall designate a District employee to hear the Step Two dispute. Within four (4) days of receipt of the District Dispute Form, the Superintendent's designee shall schedule a conference with the employee and the employee's representative if desired. Within ten (10) days of the conference the Superintendent's designee will provide the staff member with a written response to the dispute.
- 3. Step Three: Review by the Superintendent. If the employee is not satisfied with the resolution of Step Two, the employee may refer the District Dispute Form to the Superintendent for direct review. To proceed to Step Three, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Two decision. Within four (4) days of receipt of the District Dispute Form, the Superintendent shall schedule a conference with the employee and his/her employee representative, if desired. Within ten (10) days of this conference, the Superintendent will provide the employee with a written response to the dispute.
- 4. Step Four: Board of Education Review. If the employee is not satisfied with the resolution at Step Three, the employee may refer the District Dispute Form to the Board for their consideration. To proceed to Step Four the District Dispute Form must be submitted to the

Superintendent within four (4) days of receipt of the Step Three decision. At the next regular Board meeting following the submission of the District Dispute Form, the Board will consider the dispute and determine whether to conduct a formal review of the dispute. If the Board determines that its formal review is not necessary, the decision at Step Three becomes final.

If the Board determines that its formal review is warranted by the dispute, the Board will set a date for formal review. At formal review both parties are entitled to be represented by legal counsel. Procedures for formal presentations of the dispute are determined by the Board in its discretion. Within ten (10) days of the formal review the Board will provide the staff member its written decision. The decision of the Board is final and binding on all parties.

SECTION 7.5 Miscellaneous Provisions

- 1. Failure of an employee to comply with the timelines provided in the procedures above will result in a final rejection of the dispute.
- 2. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.
- 3. Neither party to a dispute will be permitted to add witnesses or documentation which was not provided at preceding steps.
- 4. No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

SECTION 7.6 Procedures for Organizational Claims

The Association may make claims pursuant to this provision. If the Association believes there has been a violation, misinterpretation, or misapplication of any of the following which are written: laws, policy, rules, orders, administrative regulations and procedures, representatives of the Association must meet with the Superintendent prior to filing a formal grievance. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

If the Association believes the dispute is not resolved, they may within ten (10) days initiate the formal grievance procedure by completing a District dispute form and submitting the completed form to the Superintendent.

Upon receipt of the claim, the Superintendent shall again meet with the parties of interest. Within ten (10) days of this meeting the Superintendent will render a written decision and the reasons for the decision to the Association representatives.

Any appeal of this decision by the employee group shall be made in writing to the Board of Education within ten (10) days following receipt of the decision.

The Board of Education shall meet with the parties of interest and render a decision on the appeal and the reasons therefore in writing no later than the close of the second regular Board meeting following receipt of the appeal.

SECTION 7.7 Third Party Representation

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 persons 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 72 hours in advance, unless this provision is waived by the employee. The representative may confer with the employee but shall not be a spokesperson for the employee.

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.

ARTICLE 8 Reduction In Force

SECTION 8.1 Reduction in Force

The Board may reduce the number of Certificated Employees as outlined in Board Policy and Regulation 4740. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 8.2 Impact of Changes to the Reduction In Force Policy

Changes to Policy and Regulation 4740 shall not be construed to reduce or eliminate the rights of the employees on unrequested leave as established by this policy in May 1, 2012.

ARTICLE 9 Personnel Leaves

SECTION 9.1 Personnel Leaves

Board Policy and Regulation 4320 outline the provisions for personnel leaves. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 9.2 Leave Benefits

Regulation 4320 provides the following leave benefits to full-time certificated employees, including but not limited to:

Sick Leave - 10 days

Personal Leave - 3 days

Bereavement Leave - 3 days

Emergency Leave - 5 to 10 days depending on circumstances

Leave of Absence - at the discretion of the Superintendent and approval of the Board.

Regularly appointed part-time certificated employees are allowed proportionate leave benefits as determined by their assignment.

SECTION 9.3 Impact of Changes to Personnel Leave Policy

Changes to Policy and Regulation 4320 shall not be construed to reduce or eliminate the personal leave benefits as established by this policy in effect as of May 1, 2012.

SECTION 9.4 Association Leave

The Association president may request authorized leave from the Superintendent for Association business at the district, state, or national level. The Association will reimburse the District for the cost of substitutes.

ARTICLE 10 Personnel Actions

SECTION 10.1 Personnel Records

Employees shall have access to all of their personnel files as outlined in Board Policy 4860. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 10.2 Impact of Changes to the Personnel Records Policy

Changes to Policy shall not be construed to limit or restrict access to personnel files beyond the access allowed as established by this policy in effect as of May 1, 2012.

SECTION 10.3 Transfers and Vacancies

Board Policy 4210 outlines the provisions for the assignment of employees, the ability to request a transfer of assignment and the posting of notices of all vacancies. Prior to the effective date of any

changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 10.4 Impact of Changes to the Transfers and Vacancies Policy

Changes to Policy 4210 shall not be construed to limit or reduce the rights of the employees to be assigned, seek transfer or receive vacancy notices as established by this policy in effect as of May 1, 2012.

The parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

INDEPENDENCE-NATIONAL EDUCATION ASSOCIATION

BY: Annette Doyle	Sto Doyle e, President	
SCHOOL DISTRICT	OF CITY OF INDEPENDENCE, MISSOURI	·
BY: Jill Esry, Fres	ident, Board of Education	
ATTESTED BY:	annette Miller Socretor Board of Edwarian	

INDEPENDENCE PUBLIC SCHOOLS SALARY SCHEDULE - CLASSROOM TEACHERS 2017-2018 (\$100 to the base)

STEP	B S \$38,600 *	BS+16 (a)	MS(F) (b)	MS(F)+16 (c)	MS(F)+32 (c)	Doctorate	base	33900
1	\$37,400	\$38,095	\$40,485	\$40,930	\$42,375	\$45,257		
2	\$37,739	\$38,434	\$40,574	\$42,019	\$43,714	\$46,596		
3	\$38,078	\$38,523	\$41,663	\$43,358	\$45,053	\$47,935		
4	\$38,167	\$39,612	\$43,002	\$44,697	\$46,392	\$49,274		
5	\$39,256	\$40,951	\$44,341	\$46,036	\$47,731	\$50,613		
6	\$40,595	\$42,290	\$45,680	\$47,375	\$49,070	\$51,952		•
7	\$41,934	\$43,629	\$47,019	\$48,714	\$50,409	\$53,291		
8	\$43,273	\$44,968	\$48,358	\$50,053	\$51,748	\$54,630		
9	\$44,612	\$46,307	\$49,697	\$51,392	\$53,087	\$55,969		
10	\$45,951	\$47,646	\$51,036	\$52,731	\$54,426	\$57,308		
11	\$47,291	\$48,986	\$52,376	\$54,071	\$55,766	\$58,647		
12	\$48,630	\$50,325	\$53,715	\$55,410	\$57,105	\$59,986	÷	
13	\$49,969	\$51,664	\$55,054	\$56,749	\$58,444	\$61,325		
. 14	\$51,308	\$53,003	\$56,393	\$58,088	\$59,783	\$62,664		
15	\$52,647	\$54,342	\$57,732	\$59,427	\$61,122	\$64,003		
16		\$55,681	\$59,071	\$60,766	. \$62,461	\$65,342		
17			\$60,410	\$62,105	\$63,800	\$66,681		
18			\$61,749	\$63,444	\$65,139	\$68,020		
19			\$63,088	\$64,783	\$66,478	\$69,359	-	
20				\$66,122	\$67,817	\$70,698		
21				\$67,461	\$69,156	\$72,038		
22					\$70,495	\$73,377		

a) The indexed base is \$33,800. Step 1 BS includes a salary overlay of \$3,500. Step 2 BS and Step 1 BS+16 include a salary overlay of \$2,500. Step 3 BS, Step 2 BS+16 and Step 1 Masters include a salary overlay of \$1,500. Step 4 BS, Step 3 BS+16, Step 2 MA and Step 1 MA+16 include a salary overlay of \$250.

⁽b) Graduate hours applicable to a Graduate Degree - granted after qualifying for Missouri Certificate.

⁽c) MS(F) requires a Master's Degree in Education, a Master's Degree in the teacher's content area or a Master's Degree, above, other than those defined plus a minimum of 18 graduate hours related to the teacher's assignment.

⁽D) One-half hours must be graduate for all hours earned after Master's in Field.

⁽E) National Board Certification will receive a \$3,000 annual stipend.

⁽F) Master plus hours apply to those hours earned beyond the Master's Degree being conferred.

G) CTE certification placement in master's column based on number of years in applicable industry.

^(*) Reflects \$1,200 Stipend for additional training required of entry level teachers.

INDEPENDENCE SCHOOL DISTRICT PARAEDUCATOR SALARY SCHEDULE

2017-2018 (\$100 to the base)

STEPS	Para Praxis	Para Praxis +30 hrs.	A.A. or +60 hrs. *	÷90 hrs. *	B.S. or +120 hrs. *	MS* or Current Teach. Cert.
1	11.40	11.64	12.01	12.37	13.85	14.96
2	11.68	11.95	12.30	12.66	14.13	15.26
3	11.99	12.24	12.59	12.95	14.42	15.53
4	12.28	12.51	12.87	13.24	14.71	15.81
5	12.57	12.81	13.18	13.55	15.01	16.12·
6	12.85	13.11	13.47	13.84	15.31	16.41
7 ,	13.16	13.40	13.78	14.12	15.59	16.72
8	13.45	13.71	14.05	14.42	15.90	17.01
9	13.76	13.98	14.33	14.70	16.17	17.29
10	14.03	14.27	14.64	15.00	16.48	17.59
11	14.31	14.58	14.94	15.31	16.78	17.87
12	14.62	14.87	15.24	15.58	17.06	18.18
13	14.92	15.18	15.52	15.89	17.35	18.48
14	15.22	15.46	15.81	16.17	17.64	18.77
15	15.50	15.75	16.11	16.46	17.93	19.05
16	15.80	16.05	16.41	16.76	18.23	19.35

Paraeducators may enter the scale on Step 1-12 based on prior experience as a paraeducator or classroom teacher in a public or private school setting.

\$1.00 will be added to the hourly salary of Paraeducators who currently work in noted classroom settings:

Behavior, Academic and Social Skills (BASS) Paraeducator
Communication, Behavior and Social Skills (CBSS) Paraeducator
Life Skills Paraeducator
Paraeducator with Brailling Responsibilities
Recovery Room Interventionist
Emotionally Disturbed (ED) Paraeducator

\$1.50 will be added to the hourly salary of Paraeducators/Recovery Room Interventionists who currently work in noted locations:

Independence Academy, Independence Academy Day Treatment, and Independence Academy Reach Program

Substitute Para Rate: \$85.00/day + 60 College Hours/Substitute Teacher
Certificate required

For schedule placements, college hours must be from a college or university with accreditation recognized by the Missouri Department of Elementary and Secondary Education.

^{*} Missouri Substitute Teacher Certificate required. HR 6/16/2016

AGREEMENT

BETWEEN THE

INDEPENDENCE-TRANSPORTATION EMPLOYEES ASSOCIATION

AND THE

SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI

JULY 1, 2017 - JUNE 30, 2022

PREAMBLE

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence-Transportation Employees Association (hereinafter the "Association") declare their mutual aim to improve relationships through effective communication; and,

WHEREAS, the employees of the District have a right to organize and to bargain collectively through representatives of their own choosing; and,

WHEREAS, the parties hereto recognize that the District, as a public employer, is not required by law to enter into any agreement with the Association regarding terms or conditions of employment but is entering this Agreement pursuant to an attempt to build a productive, collaborative relationship with its employees; and,

WHEREAS, the Parties have reached certain understandings they desire to confirm this Agreement; and,

In consideration of the preceding mutual covenants, this Agreement is entered into between the School District of the City of Independence, Missouri and the Independence-Transportation Employees Association, an affiliate of the Missouri-National Education Association this 19th day of gune, 2017. The term of Agreement shall begin July 1, 2017 and shall end June 30, 2022.

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ARTICLE 1 RECOGNITION OF EXCLUSIVE BARGAINING REPRESENTATIVE

SECTION 1.1 Recognition of Exclusive Bargaining Representative

- 1. Scope of Recognition. The District recognizes the Association as the exclusive bargaining representative in matters related to salary, benefits, and working conditions of all full-time and regular part-time bus drivers (including trip, sub, and spare drivers), attendants, fuelers, and non-supervisory driver trainers, and driver mentors; excluding all other employees, supervisors, mechanics, and clerical employees.
- 2. <u>Certification</u>. The above-described unit was clarified by the State Board of Mediation in Public Case No. R 99-046 the 14th day of June, 1999. The above-described unit clarification was amended in Public Case No. UC 2012-010 the 7th day of March 2012.

ARTICLE 2 NEGOTIATION PROCEDURES

SECTION 2.1 Duration and Term of Agreement

- 1. <u>Term of Agreement</u>. This Agreement shall be in effect from July 1, 2017 or such later date as may be shown above through June 30, 2022.
- 2. Scope of Agreement. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the Board and the Association. The Board and the Association acknowledge that as of the date of this agreement all matters within the scope of negotiations have been agreed upon except as provided by Section 2.6 Reopeners.
- 3. Renewal of Agreement. Thereafter it shall be considered renewed for a period of thirty-six (36) months unless after December 1, 2021 and prior to January 15, 2022, or January 15, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement or the addition of any new provisions to this Agreement. Such notices shall be in writing and delivered to the Superintendent of Schools or to the Association President. Any provisions of this Agreement identified in such notices will expire at the end of the current contract term. All other provisions of this Agreement not identified in such a notice will continue in force and effect unless and until that item is the subject of a notice to renegotiate as described in this provision.
- 4. <u>Scope of Negotiations</u>. The Board and the Association shall negotiate matters related to salary, benefits, and working conditions of the employees in the Bargaining Unit. The Board and the Association shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter except as otherwise specifically provided in Section 2.6 Reopeners.

5. <u>Discussion Meetings</u>. As a way to maintain and improve ongoing communication between the District and the Association, the Director of Transportation or designees may, at the request of either party, meet on a mutually agreeable day each month during the regular school year at a time convenient to both parties.

SECTION 2.2 Negotiations Sessions

- 1. <u>Time and Place</u>. Meetings for the purposes of negotiations on all matters shall take place at reasonable and mutually agreed times and places between March 15 and May 15 of the same year unless otherwise agreed by the parties.
- 2. <u>Written Proposals</u>. By February 15, each party will present written proposals to be considered along with any supporting rationale. After the first session, new issues or proposals can be considered upon mutual consent of the parties.
- 3. <u>Number of Sessions</u>. The number of negotiation sessions during the period between March 15 and May 15 shall be six (6) in number unless the negotiation teams mutually agree otherwise.
- 4. <u>Intent of the Parties</u>. It is the intent of the Board and Association to reach agreement on all matters within the subject of negotiations.

SECTION 2.3 Establishment of Negotiations Ground Rules

The Board and Association agree to the following Ground Rules for the conduct of negotiations:

- 1. All meetings are open meetings.
- 2. All meetings will be scheduled at mutually agreeable dates and times.
- 3. All meetings will begin and end on time.
- 4. Team members will be respectful at all times.
- 5. Either team may caucus at anytime.
- 6. Anyone at the table may talk but there is only one official spokesperson for each team.
- 7. Presentations from anyone other than a team member are permitted by mutual agreement by both parties. 24 hour notice is required.
- 8. The District will assign someone to serve as the secretary for discussions and will provide minutes for team members following each meeting.
- 9. Meetings will be scheduled for 1 hour and 30 minutes unless mutually agreed by both parties.

SECTION 2.4 Negotiations Teams

1. <u>Board Team</u>. The Board shall select the members of its negotiation team. Members of the Board negotiation team shall consist of members or agents of the Board and/or members of the District's administration.

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- 2. <u>Association Team</u>. The Association shall select the members of its negotiation team. Members of the Association's negotiation team shall consist of members or agents of the Transportation Unit.
- 3. <u>Authority of Team</u>. The Board and the Association shall confer upon their respective negotiation team the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations and to reach a tentative agreement subject to the final adoption, modification or rejection ratification of the Agreement.
- 4. <u>Limit of Authority</u>. No action, statement, agreement, settlement or representation made by any member of the District's bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has agreed thereto in writing.

SECTION 2.5 Ratification of Agreements

- 1. <u>Reduction to Writing</u>. Once the parties have reached a tentative agreement regarding all proposals, the agreement shall be reduced to writing and presented to the Association for ratification.
- 2. <u>Consideration by Association</u>. The Association shall consider the proposed Agreement without change or amendment.
- 3. <u>Consideration by Board</u>. If the Agreement is ratified by the Association, the Agreement shall be presented to the Board of Education for adoption or rejection at its next regular Board meeting provided that the adoption of the Agreement will not be included in the consent agenda.
- 4. <u>Signatures</u>. Any approved Agreement shall be signed by the Board president and the Association president.
- Distribution. The approved Agreement shall be made available on the District portal for employees. Copies of the Agreement shall be kept on file in the Director of Transportation office and made available upon request.

SECTION 2.6 Reopeners

- 1. <u>Salaries</u>. Article 6 relating to salary schedules for members of the Bargaining Units shall be reopened for negotiations each school year pursuant to the procedures of this Article.
- 2. Other Issues. During the term of this Agreement, either party may notify the other party of a desire to renegotiate up to three (3) proposals, in addition to salary and benefits, related to the benefits or working conditions of the Bargaining Unit, provided that nothing shall compel either party to agree to reopen or renegotiate the Agreement except as provided for in this Agreement.

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- 3. <u>Notices</u>. Notice of the desire to renegotiate must be made in writing, identify the specific terms of the Agreement to be renegotiated, and provide a rationale for reopening negotiations regarding the Agreement.
- 4. <u>Incorporation into Agreement</u>. Any tentative agreement reached pursuant to this provision shall not take effect until both parties have adopted the agreement pursuant to Section 2.5. Any proposal adopted pursuant to this Agreement shall be incorporated into this Agreement. Once an amendment has been adopted by both parties pursuant to Section 2.5, the amended language will be reflected in the text of the agreement, with a notation indicating the date of the amendment.

ARTICLE 3 LEADERSHIP RIGHTS

SECTION 3.1 Consistency between this Agreement and Board Policies

- 1. The Association and the District agree to follow the terms of this Agreement.
- 2. The District and Association hereby acknowledge the School Board policies and regulations as set forth by the Board of Education unless expressly agreed otherwise in this Agreement. Acknowledgement does not necessarily indicate endorsement by the Association.
- 3. Every effort has been made to avoid any terms in this Agreement that may be in conflict with or inconsistent with presently adopted board of education policies.
- 4. If the Board or the Association perceives such a conflict or inconsistency exists, the Superintendent and/or Superintendent's designee(s) and the Association President and/or designee(s) shall confer in an attempt to resolve such conflict or inconsistency.
- 5. After meeting with the Association representatives, the Superintendent and/or designee(s) shall forward an opinion to the Board regarding a proposed resolution to the matter.
- 6. In its sole discretion, the Board will determine how best to resolve the matter.
- 7. It is the intent of the Board to refrain from adopting any new policies that are in direct conflict with the terms of this Agreement.

SECTION 3.2 Board Rights and Authority

- 1. Right to Operate District. It is understood and agreed that the Board possesses the right and authority to operate and direct the employees of the District in all respects including but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement except as specifically limited in this Agreement.
- 2. <u>Statutory Rights</u>. The authority and powers of the Board as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement.

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- 3. <u>Description of Rights</u>. These rights include but are not limited to the following:
 - A. To determine the District's mission, objectives, policies and budget;
 - B. To determine and set all standards of service offered to the public;
 - C. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
 - D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
 - E. To introduce new or improved methods, equipment, and facilities;
 - F. To establish, modify, or eliminate programs, curriculums, and/or courses of instruction, including special programs, and athletic, recreational, and social events for students;
 - G. To determine whether to provide or purchase goods and services;
 - H. To determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
 - I. To hire all employees and to determine their qualifications;
 - J. To determine employee's conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement,
 - K. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
 - L. To determine the academic calendar; and
 - M. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

SECTION 3.3 Board May Exercise Its Rights Under the Law

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only to the specific and express terms of this Agreement and then only to the extent of such specific and express terms hereof are in conformance with the Constitution of the laws of the State of Missouri and the Constitution and the laws of the United States.

SECTION 3.4 No Agreement Unless Approved in Writing by Board

No action, statement, agreement, settlement, or representation made by any member of the bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has agreed thereto in writing.

SECTION 3.5 Reservation of Board Rights

Except as expressly and clearly provided in any part of this Agreement, nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Missouri law, or any other national, state, county, district, or local laws or regulations.

SECTION 3.6 No Requirement to Negotiate Unless Otherwise Agreed

- 1. The Association and the District agree that the Board of Education specifically reserves the right to unilaterally change past practices and Board of Education policies or regulations without negotiations with the Association prior to any such changes except as specifically stated in this Agreement.
- 2. Furthermore, the parties specifically recognize that changes in applicable law and/or regulatory requirements may require revisions in Board policy and/or regulations and/or this Agreement.

ARTICLE 4 ASSOCIATION RIGHTS

SECTION 4.1 Non-Discrimination

- 1. The Board and the Association agree that employees have the right to organize and to bargain collectively through the representative of their own choosing. No employees shall be discharged or discriminated against because of his or her exercise of such right.
- 2. No person or group of persons shall directly or indirectly by intimidation or coercion compel or attempt to compel any employee to join or refrain from joining a labor organization.

<u>SECTION 4.2</u> <u>Duty of Exclusive Representation</u>

The Association recognizes and agrees to its responsibility to represent fully and equally without discrimination all members of the bargaining unit in all aspects of this agreement.

SECTION 4.3 Use of Facilities

The Association shall be allowed the use of school buildings and premises for association meetings and activities in accordance with Board policies and regulations.

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SECTION 4.4 Use of Communication Systems

- 1. Communication with the Entire Bargaining Unit. The Association may use the school mailboxes, inter-school mail service, email, and other communication systems to communicate with its members or the entire Bargaining Unit regarding issues related to the terms and conditions of this Agreement and other matters of mutual concern to the Bargaining Units. All such communications from the Association to the entire bargaining unit shall be copied to the Director of Transportation at the time of transmission or distribution.
- 2. <u>Communication with Members</u>. The Association may use the District communication systems to conduct business with its members.
- 3. <u>Political Limitation</u>. The District communication systems may not be used to communicate or distribute information in support of or opposition to any candidate for public office or ballot measure.
- 4. <u>Bulletin Boards</u>. The Director of Transportation will designate a bulletin board in a transportation break room for Association use. Bulletin Board privileges may be revoked for violation of Board policies and regulations.
- 5. <u>Surveys.</u> The Association is the only employee association that may survey members of the entire Bargaining Unit about matters of concern relating to terms or conditions of this Agreement.
- 6. <u>District Authority</u>. These provisions shall not be construed to limit in any manner the authority of the Board or administration to communicate with its employees

SECTION 4.5 Membership of Committees

- 1. The Association will have representation on the following District-Wide committees:
 - a. Insurance Committee.
- 2. Except as otherwise described in this Agreement or required by law, the Association President shall select members of the Bargaining Unit to serve on the Insurance or any other committee which is formed and whose work or recommendations relate to the salary, benefits or working conditions of the Bargaining Unit.
- 3. For any District-wide committee whose work relates exclusively to the Transportation Unit, the committee shall have at least fifty percent (50%) membership from the Transportation Unit who have been selected by the Association President or designee.
- 4. Nothing in this Agreement shall be construed to limit the District's obligation to establish or structure committees as required by law and the regulations of the State of Missouri and the Department of Elementary and Secondary Education.

SECTION 4.6 Payroll Deductions

- 1. The District shall make available to individual employees of the Bargaining Unit the right to deduct from their paychecks professional dues, tax sheltered annuities, credit union, and dependent coverage for medical benefits.
- 2. Proper authorization for membership payroll deduction shall be the signature of the employee on an authorization form prepared by the Association and submitted to the District Business Office.
- 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.
- 4. Payroll deduction shall cease with the pay period following notification.
- 5. Upon termination of employment with the District, all payroll deductions shall cease with the employee's final pay check.
- 6. Such payroll deductions shall be remitted to the Association within fifteen (15) work days following each pay period.

SECTION 4.7 <u>Directory Information of Unit Employees</u>

Upon written request by the Association, the District shall provide in a reasonably prompt manner the name, address, phone numbers, and district email addresses, if available, of all new employees of the Bargaining Unit.

SECTION 4.8 Orientation

The Association shall be permitted to have an informal table during the District-wide Transportation meetings at the start of the year, provided that such presence does not interfere with the conduct of the regular business of the orientation as determined by the Director of Transportation or his designee.

SECTION 4.9 Personnel Records

Employees shall have access to their personnel files as outlined in Board Policy and Regulation 4860. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 4.10 Impact of Changes to the Personnel Records Policy

Changes to Policy and Regulation 4860 shall not be construed to limit or restrict access to personnel files beyond the access allowed as established by this policy in effect as of May 1, 2012.

ARTICLE 5 GENERAL PROVISIONS

SECTION 5.1 Savings Clause

- 1. Neither the Board nor the Association intends to violate any law or regulation of the State of Missouri or of the United States of America.
- 2. In the event any provision of this Agreement is held by a court of competent jurisdiction to be in violation of any such laws or regulations, the District and the Association will enter into negotiations to remedy the violation. The remainder of the Agreement shall remain in full force and effect to the extent permitted by law.
- 3. Both parties acknowledge that the state and federal governments may enact legislation and adopt regulations contrary to the terms of this Agreement. In the event any provision of this Agreement is affected by state or federal legislation or regulations, such laws shall control and supersede the terms of this Agreement. The remainder of the Agreement which is not affected by the legislation or regulations shall remain in full force and effect to the extent permitted by law. The Board shall, in its sole discretion, determine if provisions of this Agreement have been affected by such legislation or regulations.
- 4. Both parties acknowledge that the State of Missouri may enact legislation and adopt regulations regarding the right of public employees to organize and to bargain collectively with the representatives of their own choosing.
- 5. In the event any provision of this Agreement is affected by this legislation or regulations, the District and the Association will enter into negotiations to the extent permitted by law to remedy the situation.

SECTION 5.2 Multiple Originals Can Be Signed Separately

This Agreement may be signed by the Parties' representatives in two (2) or more originals and all originals so signed shall for all purposes constitute one agreement, binding upon all parties.

SECTION 5.3 Scheduling and Assignment

The Director of Transportation or designee is responsible for coordinating the schedules and assignments of the transportation employees. The Director of Transportation or designee shall take the needs and concerns of student(s) and employee(s) into consideration before making major changes in their schedule or assignment.

SECTION 5.4 Mutual Commitment to Education

The District and Association recognize that they are both committed to educating and providing safe transportation of the students of the District and therefore, both parties agree to facilitate open communications between the two parties.

SECTION 5.5 In-Service Training Programs

Elective District in-service training programs shall be planned by an in-service committee comprised of three (3) Association-selected employees in the District and selected supervisors, not to exceed the number of employees.

SECTION 5.6 Probationary Period

For purposes of this section, the probationary period for all newly hired drivers shall be 60 calendar days from the date of hire.

SECTION 5.7 Holidays and Non-Work Days

Paid holidays and other observances as non-workdays are defined in the District school calendar.

SECTION 5.8 Report of Unsafe Condition

When the employee becomes aware of a potentially unsafe or hazardous condition, the employee shall report this condition to his/her immediate supervisor. Forms will be available in the Transportation Office. No employee shall be permitted to drive a bus that exceeds load capacity.

SECTION 5.9 Grievance Regarding this Agreement

A claim by an employee or employees or the Association that the terms of this agreement have been violated or misapplied shall be considered a grievance pursuant to Article VII of this agreement unless the claim is based on a decision for which state statute provides a means of resolving disputes i.e. non renewal, termination, and reduction in force.

SECTION 5.10 Discipline and Dismissal of Employees

- 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.

ARTICLE 6 SALARY SCHEDULES

SECTION 6.1 Salary Schedule

The current Transportation Salary Schedule is incorporated by reference into this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURES

SECTION 7.1 Board Grievance Policy

The Board of Education recognizes that in any workplace misunderstandings and disputes arise. If left unresolved, these disputes could undermine staff morale and can interfere with the educational mission of the District. The Board has adopted a formal process for dispute resolution that encourages staff members to resolve concerns quickly and at the most immediate administrative level. This policy does not limit the right of any employee to file grievances under any Board Policy and Regulation that provides a procedure for grieving a matter pursuant to state or federal law.

SECTION 7.2 Definitions

Grievance- A claim by an employee(s) that a written Board policy or administrative regulation has been violated or misapplied. This policy is not applicable to the content of performance evaluation nor to decisions for which state statute provides a means of resolving disputes, i.e. non renewal, termination, and reduction in force.

Day- When the dispute resolution policy requires certain action to be taken within a specific number of days, days means working days and specifically excludes weekends and school holidays. When counting days, begin with the first day following the event.

SECTION 7.3 Informal Resolution

Employees who believe that a written Board policy or administrative regulation has been violated, must meet with their immediate supervisor within ten (10) days of the alleged violation. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

SECTION 7.4 Formal Resolution

If the dispute is not resolved within four (4) working days of the informal conference, the staff member may initiate the formal procedure by completing a District Dispute Form and submitting this form to the staff member's immediate supervisor. A completed District Dispute Form must be submitted to the employee's immediate supervisor within ten (10) days of the informal conference.

1. <u>Step One: Immediate Supervisor.</u> Within four (4) days of receipt of the completed dispute form, the immediate supervisor will schedule a meeting with the staff member

and the staff member's representative, if desired. Within ten (10) days of this conference, the immediate supervisor will provide the staff member with a written response to the dispute.

- 2. Step Two: Superintendent's Designee. If the employee is not satisfied with the resolution at Step One, the staff member may refer the dispute in writing to the Superintendent. To proceed to Step Two, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step One decision. Upon receipt of the District Dispute Form, the Superintendent shall designate a District employee to hear the Step Two dispute. Within four (4) days of receipt of the District Dispute Form, the Superintendent's designee shall schedule a conference with the employee and the employee's representative if desired. Within ten (10) days of the conference the Superintendent's designee will provide the staff member with a written response to the dispute.
- 3. Step Three: Review by the Superintendent. If the employee is not satisfied with the resolution of Step Two, the employee may refer the District Dispute Form to the Superintendent for direct review. To proceed to Step Three, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Two decision. Within four (4) days of receipt of the District Dispute Form, the Superintendent shall schedule a conference with the employee and his/her employee representative, if desired. Within ten (10) days of this conference, the Superintendent will provide the employee with a written response to the dispute.
- 4. Step Four: Board of Education Review. If the employee is not satisfied with the resolution at Step Three, the employee may refer the District Dispute Form to the Board for their consideration. To proceed to Step Four the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Three decision. At the next regular Board meeting following the submission of the District Dispute Form, the Board will consider the dispute and determine whether to conduct a formal review of the dispute. If the Board determines that its formal review is not necessary, the decision at Step Three becomes final.

If the Board determines that its formal review is warranted by the dispute, the Board will set a date for formal review. At formal review both parties are entitled to be represented by legal counsel. Procedures for formal presentations of the dispute are determined by the Board in its discretion. Within ten (10) days of the formal review the Board will provide the staff member its written decision. The decision of the Board is final and binding on all parties.

SECTION 7.5 Miscellaneous Provisions

- 1. Failure of an employee to comply with the timelines provided in the procedures above will result in a final rejection of the dispute.
- 2. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.

- 3. Neither party to a dispute will be permitted to add witnesses or documentation which was not provided at preceding steps.
- 4. No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

SECTION 7.6 Procedure for Organizational Claims

The Association may make claims pursuant to this provision. If the Association believes there has been a violation, misinterpretation, or misapplication of any of the following which are written: laws, policy, rules, orders, administrative regulations and procedures, representatives of the Association must meet with the Superintendent prior to filing a formal grievance. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

If the Association believes the dispute is not resolved, they may within ten (10) days initiate the formal grievance procedure by completing a District dispute form and submitting the completed form to the Superintendent.

Upon receipt of the Claim, the Superintendent shall again meet with the parties of interest. Within ten (10) days of this meeting the Superintendent will render a written decision and the reasons for the decision to the Association representatives.

Any appeal of this decision by the employee group shall be made in writing to the Board of Education within ten (10) days following receipt of the decision.

The Board of Education shall meet with the parties of interest and render a decision on the appeal and the reasons therefore in writing no later than the close of the second regular Board meeting following receipt of the appeal.

SECTION 7.7 Third Party Representation

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 persons 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 improvement plan or job threatening written reprimand 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 three (3) days in advance, unless this provision is waived by the employee. The representative may confer with the employee but shall not be a spokesperson for the employee.

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.

ARTICLE 8 REDUCTIONS IN FORCE

SECTION 8.1 Reduction in Force

The Board may reduce the number of Transportation Employees as outlined in Board Policy and Regulation 4741. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 8.2 Impact of Changes to the Reduction In Force Policy

Changes to Policy and Regulation 4741 shall not be construed to reduce or eliminate the rights of the employees on unrequested leave as established by this policy in effect as of May 1, 2012.

ARTICLE 9 PERSONNEL LEAVES

SECTION 9.1 Personnel Leaves

Board Policy and Regulation 4320 outline the provisions for personnel leaves. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 9.2 <u>Leave Benefits</u>

Regulation 4320 provides the following leave benefits to full-time employees working 37.5 hours or more per week, including but not limited to:

Sick Leave - 10 days

Personal Leave - 3 days

Bereavement Leave - 3 days

Emergency Leave - 5 to 10 days depending on circumstances

Leave of Absence - at the discretion of the Superintendent and approval of the Board.

Part-time employees working between 25-37.49 hours per week receive the following leave benefits, including but not limited to:

Sick Leave - 5 days

Personal Leave - 1 day

Bereavement Leave - 3 days

Leave of Absence - At the discretion of the Superintendent and approval of the Board.

SECTION 9.3 Impact of Changes to Personnel Leave Policy

Changes to Policy and Regulation 4320 shall not be construed to reduce or eliminate the personal leave benefits as established by this policy in effect as of May 1, 2012.

ARTICLE 10 Vacancies, Transfers, Seniority

SECTION 10.1 Vacancies

All permanent vacancies will be posted for a minimum period of three (3) days. Other positions, which are vacant on a temporary basis (due to leave of the regular employee), may be filled by assignment according to the provision of the Transportation Handbook.

SECTION 10.2 Filling of Vacancies

Posted vacancies are primarily filled by seniority provided the employee has proper certification and no disciplinary action (per section 5.10) in the previous six (6) months. Positions, which have unique or special circumstances, may be assigned Director of Transportation. The Transportation Handbook will provide the guidelines for the filling of vacancies as well as the filling of Summer School vacancies.

SECTION 10.3 Transfers

An employee shall be allowed to transfer voluntarily as provided in the Transportation Handbook. If an employee is involuntarily transferred to a position with a lower rate of pay, the employee will receive the rate of pay from the previous position until the end of the current school year.

SECTION 10.4 Calculation of Seniority

Seniority for all full-time and regular part-time employees shall be determined by the years of service as determined by the date of hire with the Independence School District, plus continuous years with the District (including service with Crabtree-Harmon, Mayflower and Pace). If an employee terminates employment with the District, and at a later date returns to employment with the District, the employee shall lose any accrued seniority from pervious employment.

ARTICLE 11 TRIPS

SECTION 11.1 Extra or Special Trips

Transportation employees shall be given the first option for all extra or special trips. Drivers who desire to drive extra or special trips must place their name on the "Trip Driver" list. Drivers will have the opportunity to select trips according to the procedures outlined in the Transportation Handbook.

SECTION 11.2 Trip Cancellation Pay

When a driver picks a trip and the trip is cancelled after the driver arrives at the lot or the pick-up point, or the pick-up does not show, that driver shall be paid for two (2) hours at the trip rate of pay on a school day, three (3) hours at the trip rate of pay on a non-school day.

SECTION 11.3 Other Trip Guidelines

All other trip guidelines are provided in the Transportation Handbook. These include, but are not limited to: probationary drivers eligibility to driver trips, multiple trips from the same site and Project Graduation trips.

ARTICLE 12 TRANSPORTATION HANDBOOK

SECTION 12.1 Changes To Handbook

The Director of Transportation and the ITEA Leadership shall jointly review the Transportation Handbook annually. Prior to the effective date of any changes to Handbook, the Director of Transportation and the ITEA Leadership shall meet and confer over any proposed changes with the intent on reaching agreement on any changes.

SECTION 12.2 <u>Vacancies, Transfers, Seniority and Trips</u>

The Transportation Handbook establishes the guidelines for the posting and filling of vacancies, the impact of seniority and assignment of trips. These provisions of the Handbook, which are also referenced in Articles 10 & 11 of this Agreement, specifically shall be reviewed annually to ensure the current practice is meeting the needs of the Transportation Department and the Transportation Employees. These provisions can only be modified with input from the Director of Transportation and the ITEA Leadership.

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The parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

INDEPENDENCE-Transportation Employees Association

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SCHOOL DISTRICT	Г OF CITY (OF INDEPE	NDENCE, MISSO	URI
BY:	President, I	Board of Edu	ication	
ATTESTED BY:	C. ann Secretary,	Ells 17 Board of Edi	Allen Ication	

INDEPENDENCE SCHOOL DISTRICT TRANSPORTATION DRIVER SALARY SCHEDULE 2017-2018

DAILY DRIVER RATES

	Hourly	1 Route	2 Route	3 Route
Step	Rate	3 Hours	4.2 Hours	5 Hours
1	14.28	42.84	59.98	71.40
2	14.65	43.95	61.53	73.25
3	15.03	45.09	63.13	75.15
4	15.40	46.20	64.68	77.00
5	15.77	47.31	66.23	78.85
6	16.15	48.45	67.83	80.75
7	16.52	49.56	69.38	82.60
8	16.90 50.70		70.98	84.50
9	17.27	51.81	72.53	86.35
10	17.65	52.95	74.13	88.25
11	18.02	54.06	75.68	90.10
12	18.40	55.20	77.28	92.00
13	18.77	56.31	78.83	93.85
14	19.15	57.45	80.43	95.75
15	19.52	58.56	81.98	97.60
16	19.89	59.67	83.54	99.45

OTHER PAY:

Early Education Mid-day Routes

1 - 1/2 hours guaranteed at hourly rate

Routes Mid-day Route

1 hour guaranteed at hourly rate

Shuttle Route

1 hour guaranteed at hourly rate

Late Activity

1 - 1/2 hours guaranteed at hourly rate

Spare Driver

\$7.25 per day in addition to guaranteed 6.25 hours a day at driver's hourly rate

Driver Mentor

\$9.25 per day in addition to driver's hourly rate

Route Driver Trip Rate

Step 1 of salary schedule

Trip Driver Rate (Non Route)

Placed on driver salary schedule at the discretion of the Director of

Transportation based on experience

Trainees

\$10.94 per hour up to 40 hours

All Extra Non-Driving Work

\$10.94 per hour

(wash buses, meetings, trash, fueler)

Seasonal Bus Washing Crew

\$9.00 per hour

TRANSPORTATION ATTENDANT SALARY SCHEDULE

2017-2018

DAILY ATTENDANT RATES

	Hourly	1 Route	2 Route	3 Route
Step	Rate	3 Hours	4.2 Hours	5 Hours
1	10.97	32.91	46.07	54.85
2	11.27	33.81	47.33	56.35
3	11.57	34.71	48.59	57.85
4	11.88	35.64	49.90	59.40
5	12.18	36.54	51.16	60.90
6	12.48	37.44	52.42	62. 4 0
7	12.80 38.4		53.76	64.00
8	13.10	39.30	55.02	65.50
9	13.41 40.23		56.32	67.05
10	13.71 41.13		57.58	68.55
11	14.01 42.03		58.84	70.05
12	14.32	42.96	60.14	71.60
13	14.62	43.86	61.40	73.10
14	14.92	44.76	62.66	74.60
15	15.23	45.69	63.97	76.15
16	15.54	46.62	65.27	77.70

Attendants assigned to work with students identified as Emotionally Disturbed on specialized routes, specifically Independence Academy Day Treatment, will receive an additional \$1.00 per hour.

Attendant Pay for Trips: \$10.97per hour

Extra Work: \$10.97 per hour (bus washing, meetings, trash, fueler)

AGREEMENT

BETWEEN THE

INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL

AND THE

SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI

JULY 1, 2017-JUNE 30, 2022

PREAMBLE

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence Educational Support Personnel (hereinafter the "Association") declare their mutual aim to improve relationships through effective communication; and,

WHEREAS, the employees of the District have a right to organize and to bargain collectively through representatives of their own choosing; and,

WHEREAS, the parties hereto recognize that the District, as a public employer, is not required by law to enter into any agreement with the Association regarding terms or conditions of employment but is entering this Agreement pursuant to an attempt to build a productive, collaborative relationship with its employees; and,

WHEREAS, the Parties have reached certain understandings they desire to confirm this Agreement; and,

In consideration of the preceding mutual covenants, this Agreement is entered into between the School District of the City of Independence, Missouri and the Independence Educational Support Personnel, an affiliate of the Missouri-National Education Association this <u>/3th</u> day of <u>June</u>, 2017. The term of Agreement shall begin July 1, 2017 and shall end June 30, 2022.

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ARTICLE 1 RECOGNITION OF EXCLUSIVE BARGAINING REPRESENTATIVE

SECTION 1.1 Recognition of Exclusive Bargaining Representative

- 1. The District recognizes the Association as the exclusive bargaining representative in matters related to salary, benefits, and working conditions " of all full-time custodial and maintenance employees, including Head Custodians, Custodians, Maintenance Mechanics, Grounds Keepers, and Warehousemen, food service/custodians who spend 60% of the total time performing custodial duties; but excluding part-time employees, supervisors and all other employees." Full time employees are defined as those individuals employed by the district for 32.5 hours or more.
- 2. Certification. The above-described unit was clarified by the State Board of Mediation in Public Case No. 2003-038 the 23rd day of September 2003.

ARTICLE 2 NEGOTIATION PROCEDURES

SECTION 2.1 Duration and Term of Agreement

- 1. <u>Term of Agreement</u>. This Agreement shall be in effect from July 1, 2017 or such later date as may be shown above through June 30, 2022.
- 2. Scope of Agreement. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the Board and the Association. The Board and the Association acknowledge that as of the date of this agreement all matters within the scope of negotiations have been agreed upon except as provided by Section 2.6 Reopeners.
- 3. Renewal of Agreement. Thereafter it shall be considered renewed for a period of thirty-six (36) months unless after December 1, 2021 and prior to January 15, 2022, or January 15, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement or the addition of any new provisions to this Agreement. Such notices shall be in writing and delivered to the Superintendent of Schools or to the Association President. Any provisions of this Agreement identified in such notices will expire at the end of the current contract term. All other provisions of this Agreement not identified in such a notice will continue in force and effect unless and until that item is the subject of a notice to renegotiate as described in this provision.
- 4. <u>Scope of Negotiations</u>. The Board and the Association shall negotiate matters related to salary, benefits and working conditions of the employees in the Bargaining Unit. The Board and Association shall not be obligated to bargain collectively during the term of

- this Agreement with respect to any matter except as otherwise specifically provided in Section 2.6 Reopeners.
- 5. <u>Discussion Meetings</u>. As a way to maintain and improve ongoing communication between the District and the Association, the Director of Facilities or designees may, at the request of either party, meet on a mutually agreeable day each month during the regular school year at a time convenient to both parties.

SECTION 2.2 Negotiations Sessions

- 1. <u>Time and Place</u>. Meetings for the purposes of negotiations on all matters shall take place at reasonable and mutually agreed times and places between March 15 and May 15 of the same year unless otherwise agreed by the parties.
- 2. <u>Written Proposals</u>. By February 15, each party will present written proposals to be considered along with any supporting rationale. After the first session, new issues or proposals can be considered upon mutual consent of the parties.
- 3. <u>Number of Sessions</u>. The number of negotiation sessions during the period between March 15 and May 15 shall be six (6) in number unless the negotiation teams mutually agree otherwise.
- 4. <u>Intent of the Parties.</u> It is the intent of the Board and the Association to reach agreement on all matters within the subject of negotiations.

SECTION 2.3 Establishment of Negotiations Ground Rules

The Board and Association agree to the following Ground Rules for the conduct of negotiations:

- 1. All meetings are open meetings.
- 2. All meetings will be scheduled at mutually agreeable dates and times.
- 3. All meetings will begin and end on time.
- 4. Team members will be respectful at all times.
- 5. Either team may caucus at anytime.
- 6. Anyone at the table may talk but there is only one official spokesperson for each team.
- 7. Presentations from anyone other than a team member are permitted by mutual agreement by both parties. 24 hour notice is required.
- 8. The District will assign someone to serve as the secretary for discussions and will provide minutes for team members following each meeting.
- 9. Meetings will be scheduled for 1 hour and 30 minutes unless mutually agreed by both parties.

SECTION 2.4 Negotiations Teams

1. <u>Board Team</u>. The Board shall select the members of its negotiation team. Members of the Board negotiation team shall consist of members or agents of the Board and/or members of the District's administration.

- 2. <u>Association Team</u>. The Association shall select the members of its negotiation team. Members of the Association's negotiation team shall consist of members or agents of the Custodial and Maintenance Unit.
- 3. <u>Authority of Team</u>. The Board and the Association shall confer upon their respective negotiation team the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations and to reach a tentative agreement subject to the final adoption, modification, or rejection ratification of the Agreement.
- 4. <u>Limit of Authority</u>. No action, statement, agreement, settlement or representation made by any member of the District's bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has agreed thereto in writing.

SECTION 2.5 Ratification of Agreements

- 1. Reduction to Writing. Once the parties have reached a tentative agreement regarding all proposals, the agreement shall be reduced to writing and presented to the Association for ratification.
- 2. <u>Consideration by Association</u>. The Association shall consider the proposed Agreement without change or amendment.
- 3. <u>Consideration by Board</u>. If the Agreement is ratified by the Association, the Agreement shall be presented to the Board of Education for adoption or rejection at its next regular Board meeting provided that the adoption of the Agreement will not be included in the consent agenda.
- 4. <u>Signatures</u>. Any approved Agreement shall be signed by the Board president and the Association president.
- 5. <u>Distribution</u>. The approved Agreement shall be made available on the District portal for employees. A copy of the Agreement shall be kept on file in the Director of Facilities office and the school office and made available upon request.

SECTION 2.6 Reopeners

- 1. <u>Salaries</u>. Article 6 relating to salary schedules for members of the Bargaining Units shall be reopened for negotiations each school year pursuant to the procedures of this Article.
- 2. Other Issues. During the term of this Agreement, either party may notify the other party of a desire to renegotiate up to three (3) proposals, in addition to salary and benefits, related to the benefits or working conditions of the Bargaining Unit, provided that nothing shall compel either party to agree to reopen or renegotiate the Agreement except as provided for in this Agreement.

- 3. <u>Notices</u>. Notice of the desire to renegotiate must be made in writing, identify the specific terms of the Agreement to be renegotiated, and provide a rationale for reopening negotiations regarding the Agreement.
- 4. <u>Incorporation into Agreement</u>. Any tentative agreement reached pursuant to this provision shall not take effect until both parties have adopted the agreement pursuant to Section 2.5. Any proposal adopted pursuant to this Agreement shall be incorporated into this Agreement. Once an amendment has been adopted by both parties pursuant to Section 2.5, the amended language will be reflected in the text of the agreement with a notation indicating the date of the amendment.

ARTICLE 3 LEADERSHIP RIGHTS

SECTION 3.1 Consistency between this Agreement and Board Policies

- 1. The Association and the District agree to follow the terms of this Agreement.
- 2. The District and Association hereby acknowledge the School Board policies and regulations as set forth by the Board of Education unless expressly agreed otherwise in this Agreement. Acknowledgement does not necessarily indicate endorsement by the Association.
- 3. Every effort has been made to avoid any terms in this Agreement that may be in conflict with or inconsistent with presently adopted board of education policies.
- 4. If the Board or the Association perceives such a conflict or inconsistency exists, the Superintendent and/or Superintendent's designee(s) and the Association President and/or designee(s) shall confer in an attempt to resolve such conflict or inconsistency.
- 5. After meeting with the Association representatives, the Superintendent and/or designee(s) shall forward an opinion to the Board regarding a proposed resolution to the matter.
- 6. In its sole discretion, the Board will determine how best to resolve the matter.
- 7. It is the intent of the Board to refrain from adopting any new policies that are in direct conflict with the terms of this Agreement.

SECTION 3.2 Board Rights and Authority

- 1. Right to Operate District. It is understood and agreed that the Board possesses the right and authority to operate and direct the employees of the District in all respects including but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement except as specifically limited in this Agreement.
- 2. <u>Statutory Rights</u>. The authority and powers of the Board as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement.

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- 3. <u>Description of Rights</u>. These rights include but are not limited to the following:
 - A. To determine the District's mission, objectives, policies and budget;
 - B. To determine and set all standards of service offered to the public;
 - C. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
 - D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
 - E. To introduce new or improved methods, equipment, and facilities;
 - F. To establish, modify, or eliminate programs, curriculums, and/or courses of instruction, including special programs, and athletic, recreational, and social events for students;
 - G. To determine whether to provide or purchase goods and services;
 - H. To determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
 - I. To hire all employees and to determine their qualifications,
 - J. To determine employee's conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement,
 - K. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
 - L. To determine the academic calendar; and
 - M. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

SECTION 3.3 Board May Exercise Its Rights Under the Law

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only to the specific and express terms of this Agreement and then only to the extent of such specific and express terms hereof are in conformance with the Constitution of the laws of the State of Missouri and the Constitution and the laws of the United States.

SECTION 3.4 No Agreement Unless Approved in Writing by Board

No action, statement, agreement, settlement, or representation made by any member of the bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has agreed thereto in writing.

SECTION 3.5 Reservation of Board Rights

Except as expressly and clearly provided in any part of this Agreement, nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under Missouri law, or any other national, state, county, district, or local laws or regulations.

SECTION 3.6 No Requirement to Negotiate Unless Otherwise Agreed

- 1. The Association and the District agree that the Board of Education specifically reserves the right to unilaterally change past practices and Board of Education policies or regulations without negotiations with the Association prior to any such changes except as specifically stated in this Agreement.
- Furthermore, the parties specifically recognize that changes in applicable law and/or regulatory requirements may require revisions in Board policy and/or regulations and/or this Agreement.

ARTICLE 4 ASSOCIATION RIGHTS

SECTION 4.1 Non-Discrimination

- 1. The Board and the Association agree that employees have the rights to organize and to bargain collectively through the representative of their own choosing. No employees shall be discharged or discriminated against because of his or her exercise of such right.
- 2. No person or group of persons shall directly or indirectly by intimidation or coercion compel or attempt to compel any employee to join or refrain from joining a labor organization.

SECTION 4.2 Duty of Exclusive Representation

The Association recognizes and agrees to its responsibility to represent fully and equally without discrimination all members of the bargaining unit in all aspects of this agreement.

SECTION 4.3 Use of Facilities

The Association shall be allowed the use of school buildings and premises for association meetings and activities in accordance with Board policies and regulations.

SECTION 4.4 Use of Communication Systems

- 1. Communication with the Entire Bargaining Unit. The Association may use the school mailboxes, inter-school mail service, email, and other communication systems to communicate with its members or the entire Bargaining Unit regarding issues related to the terms and conditions of this Agreement and other matters of mutual concern to the Bargaining Units. All such communications from the Association to the entire bargaining unit shall be copied to the Director of Facilities at the time of transmission or distribution.
- 2. <u>Communication with Members</u>. The Association may use the District communication systems to conduct business with its members.
- 3. <u>Political Limitation</u>. The District communication systems may not be used to communicate or distribute information in support of or opposition to any candidate for public office or ballot measure.
- 4. <u>Bulletin Boards</u>. The building principal will designate a bulletin board in each building located in a custodial or maintenance workroom or custodial or maintenance lunchroom for Association use. Bulletin Board privileges may be revoked for violation of Board policies and regulations.
- 5. <u>Surveys.</u> The Association is the only employee association that may survey members of the entire Bargaining Unit about matters of concern relating to terms or conditions of this Agreement.
- 6. <u>District Authority</u>. These provisions shall not be construed to limit in any manner the authority of the Board or administration to communicate with its employees

SECTION 4.5 Membership of Committees

- 1. The Association will have representation on the following District-Wide committees:
 - a. Insurance Committee.
 - b. Safety Committee.
- 2. Except as otherwise described in this Agreement or required by law, the Association President shall select members of the Bargaining Unit to serve on the Insurance, Safety or any other committee which is formed and whose work or recommendations relate to the salary, benefits or working conditions of the Bargaining Unit.
- 3. For any District-wide committee whose work relates exclusively to the Custodial and Maintenance Unit, the committee shall have at least fifty percent (50%) membership from the Custodial and Maintenance Unit who have been selected by the Association President or designee.

4. Nothing in this Agreement shall be construed to limit the District's obligation to establish or structure committees as required by law and the regulations of the State of Missouri and the Department of Elementary and Secondary Education.

SECTION 4.6 Payroll Deductions

- 1. The District shall make available to individual employees of the Bargaining Unit the right to deduct from their paychecks professional dues, tax sheltered annuities, credit union, and dependent coverage for medical benefits.
- 2. Proper authorization for membership payroll deduction shall be the signature of the employee on an authorization form prepared by the Association and submitted to the District Business Office.
- 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.
- 4. Payroll deduction shall cease with the pay period following notification.
- 5. Upon termination of employment with the District, all payroll deductions shall cease with the employee's final pay check.
- 6. Such payroll deductions shall be remitted to the Association within fifteen (15) work days following each pay period.

SECTION 4.7 Directory Information of Unit Employees

Upon written request by the Association, the District shall provide in a reasonably prompt manner the name, address, phone numbers, and district email addresses, if available, of all new employees of the Bargaining Unit.

SECTION 4.8 Orientation

The Association shall be permitted to have an informal table during the District-wide Facilities meetings at the start of the year, provided that such presence does not interfere with the conduct of the regular business of the orientation as determined by the Director of Facilities or his designee.

SECTION 4.9 Personnel Records

Employees shall have access to their personnel files as outlined in Board Policy and Regulation 4860. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 4.10 Impact of Changes to the Personnel Records Policy

Changes to Policy and Regulation 4860 shall not be construed to limit or restrict access to personnel files beyond the access allowed as established by this policy in effect as of May 1, 2012.

ARTICLE 5 GENERAL PROVISIONS

SECTION 5.1 Savings Clause

- 1. Neither the Board nor the Association intends to violate any law or regulation of the State of Missouri or of the United States of America.
- 2. In the event any provision of this Agreement is held by a court of competent jurisdiction to be in violation of any such laws or regulations, the District and the Association will enter into negotiations to remedy the violation. The remainder of the Agreement shall remain in full force and effect to the extent permitted by law.
- 3. Both parties acknowledge that the state and federal governments may enact legislation and adopt regulations contrary to the terms of this Agreement. In the event any provision of this Agreement is affected by state or federal legislation or regulations, such laws shall control and supersede the terms of this Agreement. The remainder of the Agreement which is not affected by the legislation or regulations shall remain in full force and effect to the extent permitted by law. The Board shall, in its sole discretion, determine if provisions of this Agreement have been affected by such legislation or regulations.
- 4. Both parties acknowledge that the State of Missouri may enact legislation and adopt regulations regarding the right of public employees to organize and to bargain collectively with the representatives of their own choosing.
- 5. In the event any provision of this Agreement is affected by this legislation or regulations, the District and the Association will enter into negotiations to the extent permitted by law to remedy the situation.

SECTION 5.2 Multiple Originals Can Be Signed Separately

This Agreement may be signed by the Parties' representatives in two (2) or more originals and all originals so signed shall for all purposes constitute one agreement, binding upon all parties.

SECTION 5.3 Scheduling and Assignment

The building supervisor is responsible for coordinating the schedules and assignments of the work completed by the classified employees. When a change of schedule or assignment is under consideration at the building level, the building supervisor shall meet with the potentially affected employee(s) to solicit their needs and concerns. The building supervisor shall take the needs and concerns of the employee(s) into consideration before final determination of any change of schedule or assignment.

SECTION 5.4 Supervision of Custodians

Supervision of custodians will be coordinated by the Director of Facilities or designee and building administrator.

SECTION 5.5 In-Service Training Programs

The District will consider input from the leadership team in planning District in-service training programs.

SECTION 5.6 Support Staff Uniforms

Uniforms are furnished by the District and must be worn while on duty unless otherwise permitted by the building administrator for special occasions.

SECTION 5.7 Equipment

The District will evaluate and strive to upgrade the maintenance equipment for each building. Each building that does not have tools will be furnished with tools and tool box. Each building will be responsible for maintaining the tool box which includes replacing lost or damaged tools.

SECTION 5.8 Holidays and Non-Work Days

Paid holidays and other observations as non-workdays are defined in the District school calendar. See Appendix A.

SECTION 5.9 Transfers

Vacancies will be posted in all District Buildings and the Maintenance Department locations for a minimum of four (4) days. The three applicants with the greatest seniority will be given an interview. The Director of Facilities or designee will make the final selection which may or may not be one of the three interviewed candidates. Priority consideration will be given to employees who wish to transfer in the same classification from one building to another. Employees shall not be "held" by the principal of the building in which they are currently employed. When an employee has been involuntarily transferred from a building, that employee shall be given priority consideration when a job first becomes available in the same classification in the previous building.

SECTION 5.10 Mutual Commitment to Education

The District and Association recognize that they are both committed to providing a clean and safe environment to educate the students of the District and therefore, both parties agree to facilitate open communications between the two parties.

SECTION 5.11 Report of Unsafe Condition

When the employee becomes aware of a potentially unsafe or hazardous condition, the employee shall report this condition to his/her immediate supervisor.

SECTION 5.12 Grievance Regarding this Agreement

A claim by an employee or employees or the Association that the terms of the agreement have been violated or misapplied shall be considered a grievance pursuant to Article VII of this agreement unless the claim is based on a decision for which state statute provides a means of resolving disputes, i.e. non-renewal, termination, and reduction in force.

SECTION 5.13 Discipline and Dismissal of Employees

- 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.

ARTICLE 6 SALARY SCHEDULES

SECTION 6.1 Salary Schedule

The current Custodial Salary Schedule is incorporated by reference into this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURES

SECTION 7.1 Board Grievance Policy

The Board of Education recognizes that in any workplace misunderstandings and disputes arise. If left unresolved, these disputes could undermine staff morale and can interfere with the educational mission of the District. The Board has adopted a formal process for dispute resolution that encourages staff members to resolve concerns quickly and at the most immediate administrative level. This policy does not limit the right of any employee to file grievances under any Board Policy and Regulation that provides a procedure for grieving a matter pursuant to state or federal law.

SECTION 7.2 Definitions

Grievance- A claim by an employee(s) that a written Board policy or administrative regulation has been violated or misapplied. This policy is not applicable to the content of performance evaluation nor to decisions for which state statute provides a means of resolving disputes, i.e. non renewal, termination, and reduction in force.

Day- When the dispute resolution policy requires certain action to be taken within a specific number of days, days means working days and specifically excludes weekends and school holidays. When counting days, begin with the first day following the event.

SECTION 7.3 Informal Resolution

Employees who believe that a written Board policy or administrative regulation has been violated, must meet with their immediate supervisor within ten (10) days of the alleged violation. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

SECTION 7.4 Formal Resolution

If the dispute is not resolved within four (4) working days of the informal conference, the staff member may initiate the formal procedure by completing a District Dispute Form and submitting this form to the staff member's immediate supervisor. A completed District Dispute Form must be submitted to the employee's immediate supervisor within ten (10) days of the informal conference.

- 1. Step One: Immediate Supervisor. Within four (4) days of receipt of the completed dispute form, the immediate supervisor will schedule a meeting with the staff member and the staff member's representative, if desired. Within ten (10) days of this conference, the immediate supervisor will provide the staff member with a written response to the dispute.
- 2. Step Two: Superintendent's Designee. If the employee is not satisfied with the resolution at Step One, the staff member may refer the dispute in writing to the Superintendent. To proceed to Step Two, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step One decision. Upon receipt of the District Dispute Form, the Superintendent shall designate a District employee to hear the Step Two dispute. Within four (4) days of receipt of the District Dispute Form, the Superintendent's designee shall schedule a conference with the employee and the employee's representative if desired. Within ten (10) days of the conference the Superintendent's designee will provide the staff member with a written response to the dispute.
- 3. Step Three: Review by the Superintendent. If the employee is not satisfied with the resolution of Step Two, the employee may refer the District Dispute Form to the Superintendent for direct review. To proceed to Step Three, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Two decision. Within four (4) days of receipt of the District Dispute Form, the Superintendent shall schedule a conference with the employee and his/her employee representative, if

- desired. Within ten (10) days of this conference, the Superintendent will provide the employee with a written response to the dispute.
- 4. Step Four: Board of Education Review. If the employee is not satisfied with the resolution at Step Three, the employee may refer the District Dispute Form to the Board for their consideration. To proceed to Step Four the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Three decision. At the next regular Board meeting following the submission of the District Dispute Form, the Board will consider the dispute and determine whether to conduct a formal review of the dispute. If the Board determines that its formal review is not necessary, the decision at Step Three becomes final.

If the Board determines that its formal review is warranted by the dispute, the Board will set a date for formal review. At formal review both parties are entitled to be represented by legal counsel. Procedures for formal presentations of the dispute are determined by the Board in its discretion. Within ten (10) days of the formal review the Board will provide the staff member its written decision. The decision of the Board is final and binding on all parties.

SECTION 7.5 Miscellaneous Provisions

- 1. Failure of an employee to comply with the timelines provided in the procedures above will result in a final rejection of the dispute.
- 2. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.
- 3. Neither party to a dispute will be permitted to add witnesses or documentation which was not provided at preceding steps.

No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

SECTION 7.6 Procedure for Organizational Claims

The Association may make claims pursuant to this provision. If the Association believes there has been a violation, misinterpretation, or misapplication of any of the following which are written: laws, policy, rules, orders, administrative regulations and procedures, representatives of the Association must meet with the Superintendent prior to filing a formal grievance. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

If the Association believes the dispute is not resolved, they may within ten (10) working days initiate the formal grievance procedure by completing a District dispute form and submitting the completed form to the Superintendent.

Upon receipt of the Claim, the Superintendent shall again meet with the parties of interest. Within ten (10) working days of this meeting the Superintendent will render a written decision and the reasons for the decision to the Association representatives.

Any appeal of this decision by the employee group shall be made in writing to the Board of Education within ten (10) working days following receipt of the decision.

The Board of Education shall meet with the parties of interest and render a decision on the appeal and the reasons therefore in writing no later than the close of the second regular Board meeting following receipt of the appeal.

SECTION 7.7 Third Party Representation

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 persons 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 improvement plan or job threatening written reprimand 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 three (3) days in advance, unless this provision is waived by the employee. The representative may confer with the employee but shall not be a spokesperson for the employee.

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.

ARTICLE 8 REDUCTIONS IN FORCE

SECTION 8.1 Reduction in Force

The Board may reduce the number of Facilities Employees as outlined in Board Policy and Regulation 4741. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 8.2 Impact of Changes to the Reduction In Force Policy

Changes to Policy and Regulation 4741 shall not be construed to reduce or eliminate the rights of the employees on unrequested leave as established by this policy in effect as of May 1, 2012.

ARTICLE 9 PERSONNEL LEAVES

SECTION 9.1 Personnel Leaves

Board Policy and Regulation 4320 outline the provisions for personnel leaves. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment to proposed changes.

SECTION 9.2 Leave Benefits

Regulation 4320 provides the following leave benefits to twelve (12) month, full-time employees working 37.5 hours or more per week, including but not limited to:

Sick Leave - 13 days

Personal Leave - 3 days

Bereavement Leave - 3 days

Emergency Leave - 5 to 10 days depending on circumstances

Leave of Absence - at the discretion of the Superintendent and approval of the Board.

SECTION 9.3 Impact of Changes to Personnel Leave Policy

Changes to Policy and Regulation 4320 shall not be construed to reduce or eliminate the personal leave benefits as established by this policy in effect as of May 1, 2012.

SECTION 9.4 Vacation Leave

Board Policy and Regulation 4331 outline the provisions for vacation leave. Prior to the effective date of any changes to this policy, the Association shall receive written notice of proposed changes and shall have the opportunity to provide comment regarding proposed changes.

SECTION 9.5 Vacation Leave Benefits

Regulation 4331 provides the following vacation leave benefits to all full-time, twelve (12) month employee:

Less than six (6) months of service	No vacation
Six (6) months to one year of service	5 workdays
One (1) year to five (5) years of service	10 workdays
Five (5) years and over	15 workdays
Ten (10) years and over	18 workdays
Twenty (20) years and over	20 workdays

As of June 30 of each year, up to one-half of the annual vacation allotment, if unused, will be compensated at the employee's then current daily rate. This compensation will be included in the July paycheck. All other vacation days, if unused by June 30, will be forfeited.

SECTION 9.6 Impact of Changes to Vacation Leave Policy

Changes to Policy and Regulation 4331 shall not be construed to reduce or eliminate the vacation leave benefits as established by this policy in effect as of May 1, 2012.

The parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

INDEPENDENCE EDUCATIONAL SUPPPORT PERSONNEL

BY: William A. Foren.

President,

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: President, Board of Education

ATTESTED BY: (nnette) der

APPENDIX A

Example of Holiday Pay

An 8 hour, 12 month custodian earning \$10.00 per hour would be paid in the following manner for a paid holiday:

He/she would be paid \$80.00 for the paid holiday, and this sum would be a part of the annual salary listed on the letter of appointment. (For instance, four paid holidays included on the 12 month calendar would result in \$320.00 being added to the annual salary.)

If however, the custodian was required to come to work on that paid holiday, he/she would be paid at the regular rate for the number of hours of required work (eg. \$40.00 for 4 hours, \$80.00 for 8 hours.) Working 8 hours on a paid holiday would result in double pay. The additional hours payment for this required work would then be paid in the next month's check.

Letter of appointment shows annual salary based on:

247 Workdays

8 hours X \$10.00 X 247 = \$19,760.00

4 Paid Holidays

8 hours X \$10.00 X 4 = \$320.00

Total Annual Salary

\$20,080.00

Custodian required to work on 1 paid holiday 8 X \$10.00 = \$80.00 to be paid as "extra hours" in the month following work on a paid holiday.

This means the holiday will be paid at double time.

INDEPENDENCE SCHOOL DISTRICT FACILITIES SALARY SCHEDULE 2017-2018

Step	NS/Cust	Custodian	Full Time Sub Custodian	Small Elem	Large Elem	Middle Schools & Academy	High Schools	Wrhse/ Grounds	Grds/Maint	Maint*
1	12.04	14.39	14.54	15.05	15.44	15.96	16.45	15.19	16.22	18.61
2	12.55	14.90	15.06	15.56	15.96	16.48	16.97	15.70	16.73	19.12
3	13.06	15.42	15.57	16.08	16.48	17.00	17.49	16.23	17.23	19.62
4	13.57	15.94	16.09	16.60	17.00	17.52	18.00	16.75	17.74	20.14
5	14.07	16.46	16.61	17.12	17.52	18.03	18.52	17.26	18.24	20.64
6	14.58	16.98	17.13	17.64	18.03	18.55	19.03	17.78	18.75	21.15
7	15.09	17.50	17.65	18.15	18,55	19.06	19.55	18.30	19.26	21.66
8	15.59	18.01	18.16	18.67	19.06	19.58	20.08	18.81	19.77	22.16
9	16.10	18.53	18.68	19.19	19.58	20.11	20.59	19.33	20.28	22.67
10	16.61	19.04	19.20	19.71	20.11	20.62	21.11	19.85	20.79	23.18
11	17.12	19.56	19.72	20.23	20.62	21.14	21.63	20.37	21.29	23.69
12	17.63	20.09	20.24	20.75	21.14	21.66	22.14	20.89	21.80	24.20
13	18.15	20.61	20.76	21.27	21.66	- 22.18	22.66	21.41	22.32	24.72
14	18.67	21.13	21.28	21.79	22.18	22.70	23.18	21.93	22.84	25.24

Small Elem Elementary Head Custodians with buildings of less than 55,000 square feet and MS Asst. Head Custodian Large Elem Elementary Head Custodians with buildings larger than 55,000 square feet and HS Asst. Head Custodian

New employees may enter the scale from Step 1 to 7 based on previous experience or specialized skills.

^{*}Maintenance Employees completing advanced training in requested areas of maintenance will receive \$1.00 more per hour for initial certification and \$1.50 more per hour for multiple certifications.