

The Board of Education met in regular session Tuesday, September 12, 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
Mrs. Denise Fears, Treasurer
Mrs. Ann Franklin, Director
Mr. Ken Johnston, Director
Dr. Matt Mallinson, Director
Mr. Blake Roberson, Director

Member Absent: Mr. Greg Finke, Vice President

Also Present: Dr. Dale Herl, Superintendent
Dr. Dred Scott, Dr. Lance Stout, Dr. Cindy Grant, Mr. Dean Katt, Dr. Beth Savidge, Dr. Janet Richards, Mrs. Sherry Potter, Mr. Brent Catlett, PTA, INEA, interested patrons, staff, and Ms. Annette Miller.

The meeting was called to order by the President, Mrs. Jill Esry, and minutes of the meeting were recorded by the secretary, Ms. Annette Miller. Mrs. Esry welcomed those in attendance.

Ann Franklin made the motion to approve the September 12, 2017 Agenda as presented. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education.

Mrs. Esry asked if any patrons or staff wished to address the Board of Education. No one responded.

Dr. Herl said the Bills amount for September is \$13,430,154.56 and that the monthly bills amount would fluctuate over the next 18 months due to the Bond projects. He also said the Administration is recommending letting bids for precision measuring tools for the tech class at William Chrisman High School. He explained that when the renovation work is completed at Van Horn High School that these tools would be moved to that location. This purchase is through an Enhancement Grant so the District will only pay 25% of the total cost.

Denise Fears made the motion that the Board of Education approves the September 12, 2017 Consent Agenda as printed.

1. Minutes – August 8, 2017
2. Approval of September 12, 2017 List of Bills totaling \$13,430,154.56
3. Approval of Personnel Recommendation #5 as follows:
 - A. Employment of Certificated Staff for the 2017-2018 School Year.
 1. Michael Alexander, Alternative Teacher
 2. Katherine Kellogg, Elementary Teacher
 3. Christa O'Neal, Speech Language Pathologist

The motion was seconded by Matt Mallinson and unanimously approved by the Board of Education.

Dr. Herl reported that it was a great start to the 2017-2018 school year which means a quiet start. He gave credit to the principals and for all of the 101 administrators that attended the Leadership Retreat in July. The District's Early Childhood Education Program will be honored at the MSBA/MASA Conference on October 7 as it was selected as the Program of the Year. On October 16, the second Leadership Retreat session will be held from 4:30-7:30 p.m. at C.O. in the Cafeteria and Board members are invited to attend. He explained that DESE has had issues on EOC, English 1, and Algebra 1 scores so they will not be used to calculate our APR score. This does not have a negative impact for the District.

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

Dr. Savidge presented information on the School District's Assessment Plan. She explained that over the next nine months, assessments will be given so teachers know where their kids are and can determine what needs to be done to help them. The focus is to make sure that students are growing and learning. Teachers review last year's data which helps them determine how to move forward. They check to see what students did well and those that did not do well. Dr. Savidge said all kids get stuck at some time and we need to know where they are stuck and think about how to support them. K-1 grades have a four step reading guided assessment piece. The teacher training took all summer and teachers will revisit these lessons at cross district collaboration sessions. On September 25, teachers will talk about what kids are able to do or not do based on assessments. Four times a year students will be assessed. Grades 2-10 will use the Star Reading (literacy) assessment. This constantly monitors if students are doing well in the areas of reading, word knowledge, and comprehension. Beginning in 2017 grades 2-

12 will take three interim assessments in English Language Arts, math, science, and social studies. MAP testing will be in April-May. Test windows are October 2-13, November 27-December 8, February 26-March 9 and then MAP/EOC tests will be April 17-May 9. Assessment calendars for elementary, middle, and high schools have been color coded as part of the preparation. Grades 3-8 will be assessed in English Language Arts and math; grades 5-8 in science; grades 3-12 MAP, English Language Arts, math, science; grades 9-12 in algebra, biology, English, American government; 11 grade with the ACT; and grades 10-12 with MAP. Through regular assessments, it allows teachers to focus on knowing their students and making sure they are prepared for their next grade and for their future after school. This process will help with fewer dropouts, improve self-esteem, and create a tradition of achievement for all students. Teachers drive how long assessments need to be based on their students' assessments. Districts can use the highest scores of the ACT, ASVAB, or Keys so therefore every student will have a score.

Ann Franklin made the motion that the Board of Education approves the 2017-2018 Assessment Plan, as required by the Missouri School Improvement Plan (MSIP) guidelines, for the Independence School District. The motion was seconded by Denise Fears and unanimously approved by the Board of Education. (Pages 11417-11420)

Salum Stutzer, new Director of Facilities, said that he is excited to join the District and work with the projects going on. He said he has received warm welcomes as he hit the ground running. He shared his background: graduated from William Chrisman High School, is married to Jennifer (math teacher at Truman); has three sons with two attending Bryant Elementary School; worked for 9 1/2 years at Fayette; was the operations supervisor for the Shawnee Mission School District; and served as the Facilities Director for the Ft. Osage School District. He provided an update on the Bond Projects. The Truman High School construction is moving along well, concrete slab and footings have been poured for the foundation and they have started putting up the steel frames up. The footings and slab for the cafeteria addition have been poured. The athletic training facility renovation has new cabinets, flooring, ceiling tiles, lights, whirl pool tubs, and lab space for instructional purposes. Construction at Van Horn High School is a little behind but the contractors have laid the grid line and when the footings are poured then they will install the vertical steel structures and panels. Wood Shop updates include new equipment which requires new electrical, painting, and the flooring will be polished. The William Chrisman High School project status; after the footings have been framed and poured then the floor slab will be poured; the training room update includes new tables as well as classroom space. The vocal music room is receiving new lighting, carpeting, and painting. There have been some challenges with the new elementary school, so a new bid opening is scheduled for next week. More information will be forthcoming on this project.

Dr. Stout said the Administration is recommending approval of the District's membership in the following cooperatives: Greater Suburban Kansas City Joint Purchasing, TIPS-USA, NJPA, TCPN, US Communities, Buy Board, ALEA, and Education Plus. There are no costs associated with joining these cooperatives and it allows the District to use the lowest cost for items as the bid process has already been approved. He said the Administration also looks at local bidders if they are able to match or charge less.

Matt Mallinson made the motion that the Board of Education approves District membership in the following cooperatives: Greater Suburban Kansas City Joint Purchasing, TIPS-USA, NJPA, TCPN, US Communities, Buy Board, ALEA, and Education Plus. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education.

Dr. Scott stated that the Department of Elementary and Secondary Education annually requires the School District to adopt the Local Plan for Compliance. He said that each year minor changes occur due to federal or state regulations. One of the changes he cited was the Special Education certification previously required teachers to be certified in Special Education and also the subject area they teach. This requirement has now been removed.

The motion was made by Matt Mallinson, second by Ken Johnston, that the Board of Education approves adopting the Local Plan for Compliance and the Assurance Statements-Part B, Sec. 613 of IDEA, to provide special education services for all children (between the ages of 3 and 21) who meet the eligibility criteria as stated in this Plan for the 2017-2018 school year. The motion was unanimously approved by the Board of Education.

Sherry Potter, Director of Special Services, said the Administration is recommending approval of a Memorandum of Understanding with the Great Circle organization that provides services to students with mental health issues. Currently, they are serving 6-7 students who have IEPs. They provide a full-day program with group therapy, individual therapy, as well as trauma therapy. They employ their own staff but are needing space for their program this year. The District is now having to transport student to Ozanam for these services. The travel distance/time has been a problem for these students that require contractual day care that the District cannot provide in-District based on their behavior and mental issues. Great Circle's focus is to expand their program and find more space in the community.

ISD Middle School Assessment Calendar 2017-2018

July 2017					August 2017					September 2017					October 2017				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4					1	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
31					28	29	30	31		25	26	27	28	29	30	31			
November 2017					December 2017					January 2018					February 2018				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2	3	4	5				1	2
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	5	6	7	8	9
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	12	13	14	15	16
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	19	20	21	22	23
27	28	29	30		25	26	27	28	29	29	30	31			26	27	28		
March 2018					April 2018					May 2018					June 2018				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6		1	2	3	4					1
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22
26	27	28	29	30	30					28	29	30	31		25	26	27	28	29
First/Last Day of School					Interim Assessment					MAP Testing					Professional Development				
No Students					End Quarter					Parent Teacher Conferences									

Grade/Subject	Test	Date
6th - 8th ELA Reading	STAR Reading	August 21 - September 1
Essential Literacy	Insight Test (Pre-test)	August 21 - August 25
6th-8th Math, Pre Algebra, Algebra I	District Interim Assessment #1	October 2nd - 13th
6th-8th ELA	District Interim Assessment #1	October 2nd - 13th
6th-8th Science	District Interim Assessment #1	October 2nd - 13th
6th-8th Social Studies	District Interim Assessment #1	October 2nd - 13th
6th-8th Math, Pre Algebra, Algebra I	District Interim Assessment #2	December 4th - 20th
6th-8th ELA	District Interim Assessment #2	December 4th - 20th
6th-8th Science	District Interim Assessment #2	December 4th - 20th
6th-8th Social Studies	District Interim Assessment #2	December 4th - 20th
Essential Literacy	Insight Test (2nd administration)	December 4 - 15
End of Semester		December 20
<i>Grade cards mailed January 12</i>		
6th - 8th ELA	STAR Reading	January 3 - 19
6th - 8th ELL	WIDA ACCESS (ELL)	January 8 - March 2 tentative
7th Math/Pre-Algebra	Iowa Algebra Aptitude Test	January 29 - February 9
6th-8th Math, Pre Algebra, Algebra I	District Interim Assessment #3	February 26 - March 9
6th-8th ELA	District Interim Assessment #3	February 26 - March 9
6th-8th Science	District Interim Assessment #3	February 26 - March 9
6th-8th Social Studies	District Interim Assessment #3	February 26 - March 9
6th - 8th ELA	STAR Reading	March 12 - 16
8th Algebra 1 EOC Pre-test	End of Course Pre-test	March (per building)
6th - 8th Math/ELA, 8th Science	MAP	April 17 - May 4 (5/7-5/9)
8th Algebra 1	EOC	May 7 - 15
Essential Literacy	Insight Test (3rd administration)	May 7 -11

ISD High School Assessment Calendar 2017-2018

July 2017					August 2017					September 2017					October 2017				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4				1	1	2	3	4	5	6
10	11	12	13	14		7	8	9	10	11	4	5	6	7	8	9	10	11	12
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
31					28	29	30	31		25	26	27	28	29	30	31			
November 2017					December 2017					January 2018					February 2018				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2	3	4	5				1	2
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	5	6	7	8	9
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	12	13	14	15	16
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	19	20	21	22	23
27	28	29	30		25	26	27	28	29	29	30	31			26	27	28		
March 2018					April 2018					May 2018					June 2018				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6		1	2	3	4					1
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22
26	27	28	29	30	30					28	29	30	31		25	26	27	28	29
First/Last Day of School					Interim Assessment					EOC Testing					Professional Development				
No Students					End Quarter					Parent Teacher Conferences									

Grade/Subject	Test	Date
Essential Literacy	STAR Reading	August 21 - September 1
HS Government	Benchmark #1	September 15 - 21
Algebra 1, Geometry (inc. Honors), Algebra 2 (inc. Honors)	District Interim Assessment #1	October 2 - 13
English I (inc. Honors), English II (inc. Honors)	District Interim Assessment #1	October 2 - 13
HS Science	District Interim Assessment #1	October 2 - 13
9-11 Social Studies	District Interim Assessment #1	October 2 - 13
HS Government	Benchmark #2 (Constitution Test)	October 20 - 26
HS Government	EOC Practice Test	November 17 - 20
Algebra 1, Geometry (inc. Honors), Algebra 2 (inc. Honors)	District Interim Assessment #2	December 4 - 20
English I (inc. Honors), English II (inc. Honors)	District Interim Assessment #2	December 4 - 20
HS Science	District Interim Assessment #2	December 4 - 20
9-11 Social Studies	District Interim Assessment #2	December 4 - 20
EOC American Government	End of Course	December 12-19
EOC Algebra 1 S2	End of Course	December 12-19
End of Semester		December 20
Essential Literacy	STAR Reading	January 3 - 19
6th - 8th (ELL)	WIDA ACCESS (ELL)	January 8 - March 2 tentative
HS Government	Benchmark #1	February 2 - 8
Algebra 1, Geometry (inc. Honors), Algebra 2 (inc. Honors)	District Interim Assessment #3	February 26 - March 9
English I (inc. Honors), English II (inc. Honors)	District Interim Assessment #3	February 26 - March 9
HS Science	District Interim Assessment #3	February 26 - March 9
9-11 Social Studies	District Interim Assessment #3	February 26 - March 9
HS Government	Benchmark #2 (Constitution Test)	March 16 - 22
HS Government	EOC Practice Test	April 20 - 26
Essential Literacy	STAR Reading	March 12 - 16
English 2 EOC Pre-test	End of Course Pre-test	March (per building)

Biology EOC Pre-test	End of Course Pre-test	March (per building)
Algebra 1 EOC Pre-test	End of Course Pre-test	March (per building)
All Juniors	ACT	April 3rd OPTIONAL
	ASVAB	TBD
	Work Keys	TBD
EOC English 2	End of Course	April 25 - May 3
EOC Biology	End of Course	April 25 - May 3
EOC American Government	End of Course	May 2 - May 10
EOC Algebra 1/Algebra 2	End of Course	May 7 - May 15
AP Chemistry	AP	May 7 (8 AM)
AP Physics 1	AP	May 8 (12 PM)
AP English Literature and Composition	AP	May 9 (8 AM)
AP Physics 2	AP	May 9 (12 PM)
AP US Government	AP	May 10 (8 AM)
AP US History	AP	May 11 (8 AM)
AP Biology	AP	May 14 (8 AM)
AP Music Theory	AP	May 14 (8 AM)
AP Calculus AB and BC	AP	May 15 (8 AM)
AP English Language & Composition	AP	May 16 (8 AM)
AP Statistics	AP	May 17 (12 PM)
AP Comparative Government and Politics	AP	May 17 (8 AM)

Denise Fears made the motion that the Board of Education approves the Independence School District entering into a Memorandum of Understanding with Great Circle to provide behavioral health services for students in attendance at Independence Academy. The motion was seconded by Ann Franklin and unanimously approved by the Board of Education. (Pages 11422-11423)

Mrs. Potter stated that the Administration was recommending approval to enter into a Lease Agreement with the Great Circle organization at a cost of \$1,000 rent per month at Independence Academy. This agreement would provide them access to 1 classroom and office space.

The motion was made by Blake Roberson, second by Matt Mallinson, that the Board of Education approves the Independence School District entering into a lease agreement for space in the Independence Academy facility with Great Circle from August 24, 2017 to June 29, 2018. The motion was unanimously approved by the Board of Education. (Pages 11424-11429)

Dr. Stout reported that the Transportation Department has developed 265 bus routes for 2017-2018 (using 99 buses) based on information submitted by each school. This is the same number of routes as the 2016-2017 school year. The Administration is recommending approval of the 265 routes.

Blake Roberson made the motion that the Board of Education approves the 265 Transportation Routes for the Independence School District for the 2017-2018 school year. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Herl stated that the District let bids for Phase III of the Central Warehouse and the Administration is recommending approval of the base bid from Herner Construction for a cost of \$583,000.00. He stated that the District will not add the dock and canopy for the truck area at this time.

A motion was made by Ann Franklin, second by Ken Johnston, that the Board of Education accepts the base bid of \$583,000.00 from Herner Construction for Phase III of the Central Warehouse. The motion was unanimously approved by the Board of Education.

Dr. Herl said the Administration is recommending approval of the bid of \$40,036.00 from Technology International, Inc. for two laser engravers. The laser engravers will be purchased through Van Horn and William Chrisman High Schools' Enhancement Grants. Therefore, the District will only pay 25% of the cost. Truman High School already has this type of engraver.

Denise Fears made the motion that the Board of Education approves the bid of \$40,036.00 from Technology International, Inc. for two Laser Engravers for the Engineering Classrooms to be purchased through the approved Van Horn High School and William Chrisman High School Enhancement Grants. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education.

Dr. Stout said that four times a year a list of items is brought to the Board of Education for declaration as surplus so they can be discarded, sold as scrap, recycled, listed on GovDeals.com, or donated. The buses and vans are listed due to their age and necessary repairs and that some of the buses will be donated to the Boy Scouts Program. One of the buses will be modified and used for tools with one of the Academy Programs.

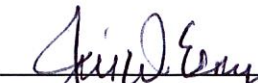
The motion was made by Matt Mallinson that the Board of Education approves declaring for surplus the list of attached items pursuant to Section 177.091 R.S.M.o. The motion was seconded by Ann Franklin and unanimously approved by the Board of Education. (Pages 11430-11431)

There being no further information to come before the Board, Blake Roberson made the motion, second by Ann Franklin, to adjourn the meeting and go into executive session for legal, personnel, and real estate issues at 6:59 p.m. The motion was approved as follows:

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

Absent: Greg Finke


Secretary


President

Memorandum of Understanding
Between
Great Circle
and
The Independence School District

This Memorandum of Understanding ("MOU") is entered into by and between Great Circle, a Missouri nonprofit corporation providing behavioral health services for children and their families ("Great Circle") and The Independence School District ("District").

I. Purpose

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing therapeutic services to students enrolled in the District.

II. Great Circle Responsibilities Under MOU

Great Circle shall undertake the following activities:

- Provide a licensed clinician(s) to facilitate group therapy services during the course of the regular and extended school year as specified by the Independence School District calendar.
- Provide group therapy to the District's students.
- Conduct Medicaid eligibility checks and complete all billing tasks.

III. The District's Responsibilities Under MOU

The District shall undertake the following activities:

- Provide access to Medicaid eligible students to participate in group therapy sessions.
- Collect and provide Great Circle with Medicaid eligibility and authorization from participating families.
- Provide appropriate classroom or office space to accommodate group therapy sessions.

IV. Mutual Agreements Between the Parties

1. This MOU may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification

shall state the effective date of cancellation or termination and include any final performance requirements and/or payment invoicing instruction.

2. Any and all amendments must be made in writing and must be agreed to and executed by both parties before becoming effective.
3. Great Circle shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in the performance of the MOU, including but not limited to Board Policies, the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232(g)(FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
4. Great Circle agrees to follow the State of Missouri and District background check procedures. Great Circle shall provide to the District two types of background checks for employees or subcontract employees who will be providing services to students. These two checks are: Missouri Child Abuse or Neglect/Criminal Record Check, and the Missouri Highway Patrol Criminal Record Check. Great Circle will submit these required background checks to the District within 14 days of execution of this MOU. All background checks are required to be on file with the District prior to Great Circle providing services to students.

V. Effective Date and Signatures

This MOU shall be in effect upon the signature of Great Circle and the District's authorized officials. It shall be in force from the date last written below to July 31st, 2018. Great Circle and the District indicate agreement with this MOU by their signatures.

Great Circle

By: Eric Winkles

Date: 08/23/2017

Printed Name: Eric Winkles, Ed. D.

Title: VP/CPO-Education

Independence School District

By: Dale Herl

Date: 9-12-17

Printed Name: Dr. Dale Herl

Title: Superintendent

By: C. Annette Miller

Date: 9-12-17

Title: Secretary, Board of Education

LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is made and entered into this 24th day of August, 2017, by and between The School District of The City of Independence, District No. 30 (hereinafter "District"), and Great Circle School (hereinafter "Tenant").

1. **Leased Premises.** District hereby leases to Tenant, and Tenant hereby leases from District, on terms and conditions hereinafter set forth, one classroom and one office space located within a certain building in the City of Independence, County of Jackson, State of Missouri, described as follows: Classroom number 014 and Office space number 006, Independence Academy, 600 W Mechanic Avenue, Independence, Missouri 64050 (hereafter referred to as "Premises").

2. **Term.** The term of this Lease shall begin on August 17, 2017, and end on June 30, 2017. This Lease shall renew for the same duration as the initial lease upon the parties mutual, written agreement of such renewal prior to the end of the lease term.

3. **Termination and Modification.** Either party to this Lease Agreement may terminate this Lease for any reason upon at least thirty (30) days written notice to the other party. No waiver, alteration, modification, or cancellation of any of the provisions of this Lease shall be binding unless made in writing and signed by both parties. In the event that this Lease Agreement is terminated for any reason, a prorated portion of any rent paid equal to the number of days following the Tenant's vacating and surrendering the premises to the District shall be refunded to Tenant.

4. **Rent.** The monthly amount due from Tenant to District is One Thousand and 00/100 dollars (\$1,000.00). Payments must be received by the District on or before the 5th day of each month, commencing with the 24th day of August, 2017.

5. **Security Deposit.** In addition to rent, Tenant shall pay to the District, upon execution of this Lease Agreement, the sum of One Thousand 00 dollars (\$1000.00) as security for the performance of the covenants of this Lease. The security deposit shall be held by the District without interest during the term of the Lease, and may, with advance written notice to the tenant, be used from time to time to cure defaults of Tenant if, as, and when they occur. In the event the District levies on the security deposit herein described, Tenant shall forthwith restore the same so that all times during the term of this Lease, the District has the above described amount in possession. Should any amount of the security deposit remain at the expiration of this Lease, the District shall pay said amount over to Tenant, provided that Tenant surrenders possession of the Premises peaceably and the Premises is in good order and repair with normal wear and tear relative to the occupancy pursuant to section 7. of this Lease Agreement.

6. **Utilities.** District shall bear and cover the costs of all utilities used, consumed or furnished on the Premises. Tenant shall also be permitted to use telephone and internet services provided by District during Tenant's occupancy of the premises. Tenant agrees to comply with all District policies on permitted internet and telephone usage, to the extent that these policies do not present a material interference with the Tenant's ability to exercise its technology resources and carry out its day to day operations unencumbered.

7. **Use of Leased Property.** Tenant shall use the Premises to provide special education and related services to the District's students. Tenant shall also have full access and use of the cafeteria and gymnasium located at Independence Academy. Tenant further covenants and agrees to not permit or allow a nuisance, as defined by local ordinance or as defined and agreed upon in writing by and between both Parties to this Lease Agreement, to occur or remain on the Premises. Tenant shall not commit or permit the commission by others of any waste on the Premises, nor shall Tenant use or permit the use of the Premises for any unlawful purpose. Tenant shall not commit or knowingly permit the commission of any hazardous acts on the Premises.

8. **Right of Entry.** The District, and its designees shall have the right to enter the Premises for all lawful purposes and to whatever extent necessary or appropriate to enable District to exercise all of its rights under this Lease (including, without limitation, the right to perform certain provisions of this Lease on Tenant's behalf), and to carry out all of the District's obligations hereunder. The District shall use its reasonable efforts not to materially interfere with the operation or security of Tenant's business in the Premises.

9. **Quiet Enjoyment.** The District represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the Rent and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises without hindrance from the District subject to the terms and provisions of this Lease.

10. **Liability and Indemnification.** This Lease is made upon the express condition that the District is to be free from all liability and claim for damages by reason of any injury to Tenant or Tenant's agents, employees, customers, persons delivering merchandise and any and all other persons, or damage to property of any kind whatsoever and to whomsoever belonging, including goods, wares and merchandise of Tenant or third persons, from any cause or causes whatsoever while in or about the Premises or in any way connected with or arising out of this Lease, Tenant's business and/or Tenant's occupation of the Premises at any time. Tenant covenants and agrees to forever

indemnify, hold, save and defend the District from all liability, loss, cost, and obligations on account of or arising out of any such injury or damage however occurring.

11. **Mechanic or Materialman's Lien.** Tenant shall not make or permit any other person to make any improvements on the Premises without the prior written consent of the District, and the Tenant shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Tenant or its agents.

12. **Alteration and Additions.** Provided there is no continuing event of default, Tenant may make additions or improvements to, or alterations of, the Premises only with the prior written consent of the District. All additions, improvements or alterations must not substantially lessen the fair market value of the Premises and shall be completed expeditiously and in a good and workmanlike manner. All such additions, improvements or alterations shall become part of the Premises and subject to this Lease and may not be removed by Tenant at the termination or expiration of this Lease.

13. **Maintenance.** Tenant agrees to maintain the Premises in good condition and repair. Tenant agrees to repair any damage caused by its employees, agents or clients to the Premises. The District reserves the right of access to all parts of the Premises for the purpose of inspection at all times.

14. **Casualty loss.** If the Premises should be damaged by fire or other insured casualty during the Lease term to the extent of 25% or more of the cost of replacement of the entire structure, or damaged by an uninsured casualty, both District and Tenant shall have the option of terminating the Lease. If the Lease is not terminated and the District rebuilds, District shall repair and/or restore the Premises to substantially the condition they were in immediately prior to such damage or destruction. District's obligation shall in no event exceed the scope of the work required in the original construction and shall not include the replacement of any of Tenant's property. Rent payable under this Lease shall be abated proportionately according to the floor area of the Premises which is usable by the Tenant, but if such damage was caused by the fault of Tenant, or its employees, agents or clients, there shall be no abatement of rent. Any abatement afforded shall continue for the time period of the restoration and repair. Should the District have a deed of trust on the Premises, at the time of any casualty loss in excess of \$10,000.00, and the lender refuses to apply any insurance proceeds toward the replacement or repair of the structure, the District is released from its obligation to rebuild and this Lease shall be terminated.

15. **Insurance.** Tenant agrees to maintain in effect at all times during the term of this Lease, comprehensive general liability insurance against claims for bodily injury

and property damage arising out of the use or occupancy of the Premises by Tenant, in a combined single limit amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate; and to name District as an additional insured under the policy, and shall furnish District a Certificate of Insurance showing District as an additional insured.

16. **Waiver.** The waiver of any breach of any of the provisions of this Lease by either party to this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by such party either of the same provision or another provision of this Lease.

17. **Tenant's Default.** This Lease may be terminated at the option of the District upon the occurrence of any of the following events: (a) filing of a voluntary or involuntary petition by or against Tenant, seeking bankruptcy adjudication or reorganization or similar acts; or, (b) appointment of a trustee or receiver for Tenant; or (c) Tenant's making of an assignment for the benefit of creditors; or, (d) abandonment of the Premises for more than thirty days; or (e) default by Tenant in any of the terms of this agreement. Upon default occurring by the Tenant with respect to the provision of subparagraph, (e) the District shall send written notice of the specific nature of the impending default to the Tenant, and the Tenant shall then have thirty (30) days in which to cure the situation. Failure to cure the problem within such time period places the Tenant into default. Should the Tenant default in the performance of any covenant, condition or agreement contained in this Lease, the District may terminate this Lease and re-enter and regain possession of the Premises in the manner provided by the laws of the State of Missouri, then in effect. This election to terminate and re-enter the Premises shall in no way affect the rights of the District to recover any damages incurred arising from the Tenant's breach, abandonment or default. In the event that this Lease Agreement is terminated for any reason, a prorated portion of any rent paid equal to the number of days following the Tenant's vacating and surrendering the premises to the District shall be refunded to Tenant.

18. **District's Default.** In the event of any failure by the District to perform any term, condition, covenant or obligation of this Lease, within thirty (30) days after written notice from Tenant of such failure, Tenant (in addition to such other remedies at law or in equity) may cure such failure at the cost and expense of the District. Notwithstanding anything herein to the contrary, if District shall exercise in good faith diligent efforts within such thirty (30) day period to cure such failure specified in said notice but shall not be able to timely cure such failure due to conditions beyond District's control, such failure shall not be considered a default by District so long as the District shall continue to exercise in good faith such diligent efforts and shall do so within a reasonable period of time.

19. **Assignment.** Tenant shall retain possession of the premises during the term of this Lease and shall not assign or sublease the Premises or any part thereof or grant any concessions or licenses without the prior express written consent of the District. Any assignment or subletting of the Premises in violation of this provision shall be null and void.

20. **Notices.** All notices, requests, demands or other communications shall be in writing and shall be deemed to have been given when sent by certified mail, return receipt requested, addressed, as the case may be as follows:

District: Dr. Dale Herl
The School District of The City of Independence,
Missouri, No. 30
201 N. Forest Avenue
Independence, Missouri 64050

Tenant: John Ray
Assistant Vice President of Facilities
Great Circle
PO Box 189
St. James, MO 65559

21. **Surrender of Premises.** Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to the District in good order and condition, except for normal wear and tear relative to the occupancy pursuant to section 7. of this Lease Agreement excepted, and except for the results of any damage or destruction within the provisions of the paragraph of this Lease dealing with casualty loss. Tenant shall remove from the property on or prior to such expiration or earlier termination all of its personal property. Property not removed shall become the property of the District.

22. **Litigation.** Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for its attorney's fees in such litigation, which shall be determined by the Court hearing this litigation.

23. **Entire Agreement.** This Lease contains the entire agreement between the parties. None of the terms of this Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

24. **Severability.** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

25. **Captions.** The section headings are for convenience of reference only and shall not limit or otherwise affect the meaning of the section.


26. **Counterparts.** This Lease agreement will be simultaneously executed in multiple counterparts, each of which, when so executed and delivered, shall constitute an original lease.

27. **Governing Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Missouri. Tenant hereby consents and submits to the venue and jurisdiction of the Circuit Court of Jackson County, Missouri.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN.

GREAT CIRCLE

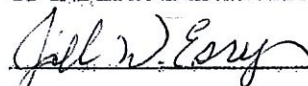
BY


Assistant Vice President
Great Circle Facilities

Dated:

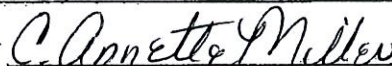
8/29/17

THE SCHOOL DISTRICT OF THE CITY
OF INDEPENDENCE, DISTRICT NO. 30



President, Board of Education

BY



Secretary, Board of Education

Dated:

9-12-17

INDEPENDENCE SCHOOL DISTRICT

PUR-009

Date: 9-6-17

FIXED ASSET SHEET FOR DISPOSAL /SCRAP/DONATE

Asset Description	Quantity	Asset #	Serial #	Donate Item	Condition of Items(s)	Grant Item	Disposal/Scrap/Donate
Barbells & Weights	2			No	Poor	No	Disposal
Bench Wooden - 10 ft	5			No	Poor	No	Disposal
BookCases	9			No	Broken	No	Disposal
Burnisher	1	16003297		No	Broken	No	Disposal
Bus 119 Model Year 2003	1		1BAAJCPH73F207544	No	Repairs Exceed Value	No	Surplus/Donate
Bus 160 Model Year 2003	1		1BAAHCPHX3F209168	No	Repairs Exceed Value	No	Surplus/Donate
Bus 194 Model Year 2001	1		1BABKCPH41F095476	No	Age	No	Surplus/Donate
Bus 195 Model Year 2001	1		1BABKCPH61F095477	No	Age	No	Surplus/Donate
Bus 197 Model Year 2001	1		1BABHCPH81F095480	No	Age	No	Surplus/Donate
Bus 205 Model Year 2001	1		1BABHCPH61F095512	No	Age	No	Surplus/Donate
Bus 209 Model Year 2001	1		1BABHCPH31F095516	No	Age	No	Surplus/Donate
Bus 214 Model Year 2002	1		1BAAHCPH82F203688	No	Age	No	Surplus/Donate
Bus 221 Model Year 2002	1		1BAAHCPH52F203695	No	Age	No	Surplus/Donate
Cabinet - Child	1			No	Broken	No	Disposal
Cabinet - Wooden	7			No	Broken	No	Disposal
Cabinets - Double Door	8			No	Broken	No	Disposal
Chairs	38			No	Broken	No	Disposal
Chairs - 14"	30			No	Broken	No	Disposal
Chairs - 16"	30			No	Broken	No	Disposal
Chairs - Office	2			No	Poor	No	Disposal
Chairs - Teacher	5			No	Broken	No	Disposal
Cubbies	21			No	Broken	No	Disposal
Desk	1	13016413		No	Broken	No	Disposal
Desk - Combo	150			No	Broken	No	Disposal
Desk - Computer Desk	1			No	Broken	No	Disposal
Desks	4			No	Broken	No	Disposal
Desk - Student Single	60			No	Broken	No	Disposal
Desk - Teacher	5			No	Broken	No	Disposal
Desk - Wood	73			No	Broken	No	Disposal
File Cabinet	1	644506	W122282	No	Poor	No	Disposal

INDEPENDENCE SCHOOL DISTRICT

PUR-009

Date: 9-6-17

FIXED ASSET SHEET FOR DISPOSAL /SCRAP/DONATE

Asset Description	Quantity	Asset #	Serial #	Donate Item	Condition of Items(s)	Grant Item	Disposal/Scrap/Donate
File Cabinet-2 Drawer	3			No	Poor	Yes	Disposal
File Cabinet-4 Drawer	2			No	Poor	Yes	Disposal
File Cabinets	8			No	Broken	No	Disposal
HP Laserjet 1022n	8			No	Poor	No	Disposal
Hutch	2			No	Broken	No	Disposal
LapTops	38			No	Poor	No	Disposal
Locker - Cabinet	1			No	Poor	No	Disposal
Locker - Gray	1			No	Poor	No	Disposal
Low Speed Buffer	1			No	Broken	No	Disposal
Metal Cabinet - Gray 6 ft	1		16004239	No	Poor	No	Disposal
Metal Cabinet - Gray 6 ft	1		16004253	No	Poor	No	Disposal
Metal Cabinet - 7 ft	4			No	Poor	No	Disposal
Metal Racks - Weight Room	3			No	Poor	No	Disposal
Mitsubishi Projector XD250U	3			No	Poor	No	Disposal
Monitors	32			No	Poor	No	Disposal
PC	81			No	Poor	No	Disposal
Piano	1			No	Poor	No	Disposal
Refrigerator	1			No	Broken	No	Disposal
Scanner	1			No	Poor	No	Disposal
Shelves	7			No	Broken	No	Disposal
Tables	2			No	Broken	No	Disposal
Television	1		16003840	No	Poor	No	Disposal
Television	1		13010125	No	Poor	No	Disposal
TV Carts	9			No	Poor	No	Disposal
TVs & VCR's	16			No	Poor	No	Disposal
Van 38 Model Year 2006	1		1FDXE45P46DA78789	No	Repairs Exceed Value	No	Surplus/Donate
Van 40 Model Year 2001	1		1GBJG31F911204008	No	Age	No	Surplus/Donate
Van 53 Model Year 2006	1		1FDXE45P76HB30022	No	Repairs Exceed Value	No	Surplus/Donate
Van 54 Model Year 2006	1		1FDXE45P96HB30023	No	Repairs Exceed Value	No	Surplus/Donate
Van 55 Model Year 2006	1		1FDXE45P06HB30024	No	Repairs Exceed Value	No	Surplus/Donate
Water Table	1			No	Broken	No	Disposal

The Board of Education met in special session Monday, September 25, 2017, at 4:00 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
Mr. Blake Roberson, Director

Member Absent: Dr. Matt Mallinson, Director

Also Present: Mr. Drew Marriott, Mr. Bobby McCutcheon, Dr. Cindy Grant, Dr. Dale Herl, Mr. Duane Martin, Mr. Dennis Green, Mr. James Leacock, and Ms. Annette Miller.

The meeting was called to order by the President, Mrs. Jill Esry, and minutes of the meeting were recorded by the secretary, Ms. Annette Miller. Mrs. Esry explained that this special session is for an open hearing on a personnel issue.

Blake Roberson made the motion to approve the September 25, 2017 Agenda as printed. The motion was seconded by Denise Fears and approved as follows:

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

Mrs. Esry stated that this hearing was convened pursuant to the Revised Statutes of Missouri and the Board of Education Policy regarding hearing procedures for professional staff members whom charges have been preferred. She said that the District's Legal Counsel would provide information and witnesses to testify regarding the charges against Ms. Ashley Osborn. She also said that neither Ms. Osborn nor her attorney were present. A Court stenographer is present and will make a written record of the hearing and copies of the transcript will be available within ten days of this hearing. Mrs. Esry said that following this hearing, the Board of Education would need to schedule an executive session.

Mr. Marriott stated that his office had received a request for a continuance from Ms. Osborn's new attorney (as of Friday), Mark Nasteff, of this hearing. He explained that Ms. Osborn's original attorney (Mr. Smith) was listed as the attorney on the case but that a new one (Mr. Nasteff) had been added last Friday.

The motion was made by Greg Finke, second by Ann Franklin, to deny the opposing attorney's request for a continuance of the Personnel Hearing scheduled for September 25, 2017 at 4:00 p.m. The motion was approved as follows:

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

Mrs. Esry asked Mr. Marriott if he was ready to proceed with the Administration's case.

Mr. Marriott called the Administration's first witness and reviewed several Exhibits.

Mr. Bobby McCutcheon (Principal of Randall Elementary School) was sworn in by the Court Reporter. Mr. Marriott asked him to state his name and position with the Independence School District. Mr. McCutcheon explained that Ms. Osborn had applied for the kindergarten position, was interviewed, and selected for this position. Ms. Osborn accepted the offer to teach kindergarten at Randall Elementary School and signed a probationary teacher's contract (Exhibit 1). Mr. McCutcheon said that Exhibit 2 was an e-mail from Ms. Osborn stating that she would not be at the July 31 Professional Development Day. He then received Exhibit 3 – letter of resignation from Ms. Osborn. He forwarded the letter to Dr. Grant and then started tracking Ms. Osborn's absences. On August 11th, Mr. McCutcheon sent a letter (Exhibit 5) to Ms. Osborn explaining that she had used six sick/personal days which was

considered excessive by Board of Education Policy. He also included a copy of Policy 4310 that discusses excessive absences and disciplinary actions and asked Ms. Osborn to sign, date, and return this copy to him – which she did not do. Exhibit 6 is a copy of the letter Mr. McCutcheon sent Ms. Osborn on August 23, 2017 stating that since she had not corrected her attendance record, that this letter was a written reprimand as part of the disciplinary action. He also explained that the School District would petition the Department of Elementary and Secondary Education to revoke her teaching license.

Mr. McCutcheon was excused.

Mr. Marriott called Dr. Cindy Grant to testify.

Dr. Cindy Grant, Director of Human Resources, was sworn in by the Court Reporter. Mr. Marriott asked her to state her name and position with the Independence School District. Mr. Marriott asked if the Probationary Teacher Contract that Ms. Osborn signed was consistent with the contracts other probationary teachers receive and sign. Dr. Grant said yes, that it was. He then reviewed the following Exhibits with Dr. Grant: Exhibit #4 – e-mail communication with Ms. Osborn regarding her resignation; Exhibit #7 – the Statement of Charges against Ms. Osborn detailing the missed days and her willful and persistent violation of Board of Education Policy 4310; Exhibit #8 – a printed record of Ms. Osborn's absences; Exhibit #9 – a copy of Board of Education Policy 4310; Exhibit #10 – a copy of Board of Education Regulation 4710 outlining liquidated damages due the School District when a certificated member resigns; Exhibit #11 – a copy of Board of Education Policy 4710 stating "The Board is not obligated to release a teacher from a contract of employment and may seek to enforce a contract of employment."; Exhibit #12 – a copy of Board of Education Policy 4730 stating the causes for non-renewal or termination of a probationary teacher's contract; and Exhibit 13 – a copy of Board of Education Regulation 4730 listing the procedures for termination of a probationary teacher.

Dr. Grant was excused.

Mr. Marriott asked that Exhibits 1-13 be admitted into evidence. Mrs. Esry stated that the Exhibits 1-13 would be so admitted.

Mr. Marriott called Dr. Dale Herl to testify.

Dr. Dale Herl, Superintendent, was sworn in by the Court Reporter. Mr. Marriott asked him to state his name and position with the Independence School District. Mr. Marriott asked Dr. Herl about the termination of Ms. Osborn. Dr. Herl said he recommended that Ms. Ashley Osborn be terminated due to her excessive absences and willful violation of Board of Education Policy. He stated that the School District has had to place a long term substitute teacher in the kindergarten classroom which was not a desirable solution for the students in this classroom.

Dr. Herl was excused.

Mr. Marriott stated that the School District counsel rests its case.

Ms. Esry asked if Mr. Marriott wished to present a closing argument.

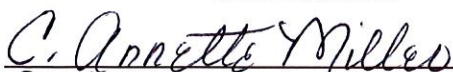
Mr. Marriott replied that the Board of Education had heard the testimonies regarding explanation of the issues for the recommendation of termination of Ms. Ashley Osborn's teaching contract and therefore, he had no further information to present.

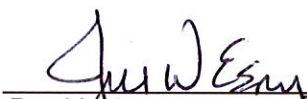
Mrs. Esry stated that the transcript of this hearing would be ready ten (10) days from today and the Board of Education would need to render its decision within seven (7) days after the transcript is furnished to them.

The motion was made by Blake Roberson, second by Greg Finke, that the Board of Education adjourn to closed session pursuant to RSMo 610.021 for (1) Legal, (3) Personnel, and (13) Staff Employment Record Information at 4:41 p.m. The motion was approved as follows:

Ayes: Jill Esry
Greg Finke
Denise Fears
Ann Franklin
Ken Johnston
Blake Roberson

Absent: Matt Mallinson


Secretary


President