

The Board of Education met in regular session Tuesday, June 11, 2019, at 6:00 p.m. in the Board Room at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri.

Members Present: Mr. Greg Finke, President  
Mrs. Denise Fears, Vice President  
Dr. Matt Mallinson, Treasurer  
Mrs. Jill Esry, Director  
Mr. Blake Roberson, Director  
Mrs. Carrie Dixon, Director

Member Absent: Mr. Eric Knipp, Director

Also Present: Dr. Dale Herl, Superintendent  
Dr. Lance Stout, Dr. Cindy Grant, Dr. Pam Boatright, Mr. Randy Maglinger,  
Mr. Dean Katt, Mrs. Sherry Potter, Mr. Todd Theen, Mr. Salum Stutzer,  
Mrs. Jana Corrie, PTA, interested patrons, staff, and Ms. Annette Miller.

The meeting was called to order by the President, Mr. Greg Finke, and minutes of the meeting were recorded by the secretary, Ms. Annette Miller. Mr. Finke welcomed those in attendance including Fellows students from Dr. Grant's college education class.

Blake Roberson made the motion to approve the June 11, 2019 Agenda as presented. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Herl reviewed the June 11<sup>th</sup> Consent Agenda with the Bills List totaling \$10,715,712.05 and the letting of bids for: District Kitchen Fire Suppression, District Fire Extinguisher Service, Baseball Turf Infield at William Chrisman High School, and Playground Fence at Bryant Elementary School.

Matt Mallinson made the motion that the Board of Education approves the June 11, 2019 Consent Agenda as printed.

1. Minutes – May 14, 2019
2. Approval of June 11, 2019 List of Bills totaling \$10,715,712.05
3. Approval of Personnel Recommendation #21:
  - A. Request to Resign (Certificated Staff) Effective End of the 2018-2019 School Year.
    1. Chelsea Barnes, Math/Pioneer Ridge Middle School
    2. Shelby Cascio, First Grade/Procter Elementary School
    3. Candice Price, Special Education/Nowlin Middle School
  - B. Request to Retire (Certificated Staff) Effective End of the 2018-2019 School Year.
    1. Nancy Kuhlmann, ELA/Nowlin Middle School
    2. Angela Mathews, FACS/Van Horn High School
    3. Laurie Pitcher, Library Media Specialist/William Southern Elementary School
  - C. Employment of Certificated Teaching Staff for the 2019-2020 School Year.
    1. Bethany Beebe, Library Media Specialist
    2. Teresa Brophy, Library Media Specialist
    3. Kara Burke, PLTW Teacher
    4. Lisa Grant, Speech Language Pathologist
    5. Kayla Henderson, ISS Teacher
    6. Richard Henderson, Industrial Technology Teacher
    7. Hollie Long, Elementary Teacher
    8. Caleb James, ISS Teacher
    9. Korrie Murphy, Elementary Teacher
    10. Stephanie Myers, Music Teacher
    11. Emily Peters, Art Teacher
    12. McKenzie Triggs, Math Teacher
    13. Jessica Vance, ELA Teacher

The motion was seconded by Jill Esry and unanimously approved by the Board of Education.

Dr. Herl stated that the District is hosting a large Summer School Program with over 5,000 students and Project Shine is scheduled for June 22<sup>nd</sup> at Bryant, Korte, and Procter Elementary Schools and Pioneer Ridge Middle School with Project Shine at Jim Bridger Middle School on July 6<sup>th</sup>. Dr. Herl recapped the Legislative Session as being very good for public education: full funding of the Foundation Formula, small increase for

Transportation, and no bills for Charter Schools or Open Enrollment were passed. A change that will take effect for the 2020-2021 school year will be a mandate when school can start – which cannot be more than 10 days prior to Labor Day.

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

Dr. Stout introduced Erik Hage from CBIZ to explain the District's insurance renewals for 2019-2020. Mr. Hage said that the increases are based on recent large hail claims, increased losses in vehicles, a large Worker's Comp issue, and addition of a new school (Cassell Park). The market did not produce any competitive terms or conditions. Therefore, the District's total insurance costs for property, cyber/crime, liability, wind/hail, and excessive Worker's Comp is \$971,321 for the 2019-2020 school year.

Denise Fears made the motion that the Board of Education approves the Property and Casualty Insurance Program for 2019-2020 as presented in the amount of \$971,321.00. The motion was seconded by Carrie Dixon and unanimously approved by the Board of Education.

Jim Vigliaturo said that CBIZ (the School District's insurance broker) was able to negotiate a renewal with no increase with Blue Cross/Blue Shield that will allow the rates for the District's two core plans to be funded 100% by the School District. The first two buy-up plans will have an increase of 1.72% and the second two buy-up plans will have a 2.95% increase which will be funded by employees that select those buy-up plans. Mr. Vigliaturo thanked the ISD employees and the clinic staff for being good consumers and utilizing better health care.

Matt Mallinson made the motion that the Board of Education approves Blue Cross/Blue Shield to provide health insurance coverage to the Independence School District becoming effective October 1, 2019 with no District contribution increase and an increase of 1.72% and 2.95% for other buy up plans funded by employees. The motion was seconded by Jill Esry and unanimously approved by the Board of Education.

Mr. Vigliaturo said that CBIZ checked with carriers for the District's vision plan coverage. He said they are recommending Vision Service Plan (VSP) based on their price, network coverage, and benefit design. VSP agreed to a 5.8% decrease in premiums for three years with no plan changes

The motion was made by Matt Mallinson, second by Blake Roberson, that the Board of Education approves the recommendation for Vision Service Plan (VSP) to continue to provide voluntary vision insurance coverage effective October 1 2019. The motion was unanimously approved by the Board of Education.

CBIZ also reviewed the market for dental insurance coverage for the School District. Mr. Vigliaturo said that the District's current carrier, CIGNA, was the most desirable option based on price, network coverage, and benefit design. CIGNA agreed to a 2.52% increase with a two year rate guarantee and a third year rate cap of 6.5%.

The motion was made by Blake Roberson, second by Jill Esry, that the Board of Education approves CIGNA to continue to provide Dental insurance coverage for the 2019-2020 school year at a total cost of \$742,398.00. The motion was unanimously approved by the Board of Education.

Levi Hinson and Brad Kramer presented information on the School Health Index Grant Program that started three years ago as a partner with the Independence City Health Department. Two elementary schools (Randall and William Southern) are going through the assessment process this year. Previously, Korte, Three Trails, Fairmount, and Spring Branch Elementary Schools have participated. The program is composed of a self-assessment and enables schools to identify strengths and weaknesses of health and safety policies and programs and lunchroom changes. The program helps guide students to healthier dietary choices and improve participation while decreasing food waste. The schools then develop an action plan to improve student health. Teachers, parents, students, and the community are engaged in promoting healthy behaviors and overall better health choices. The schools receive \$1,500 to help them implement their action plan following the assessment. Each school develops a Team Nutrition Program, a school wellness committee comprised of the principal/assistant principal, physical education teacher, health education teacher, classroom teacher(s), school nutrition manager, school counselor, school nurse, and parents and a wellness coordinator is designated for the group.

Dr. Herl reviewed the proposed changes to Board of Education Policies 0320, 1210, 2640, and 3425. He said this is the second and final reading for the Board's consideration.

The motion was made by Denisse Fears that the Board of Education approves this as the second and final reading of changes and additions to Board of Education policies as presented: 0320, 1210, 2640, and 3425. The motion was seconded by Blake Roberson and unanimously approved by the Board of Education. (Pages 11727-11731)

## **ORGANIZATION, PHILOSOPHY AND GOALS**

**Policy 0320**  
**(Regulation 0320)**

### **School Board Organization**

#### **School Board Elections and Term**

~~The governance and control of The School District of the City of Independence shall be vested in a board of seven (7) directors elected by the qualified voters of the District as provided in the Revised Statutes of Missouri (RSMo).~~

The qualified voters of the School District shall biennially, on the first Tuesday after the first Monday of April, elect two (2) directors for terms of six (6) years, except, effective for Board elections beginning in April of 1994, and each six years thereafter, when three (3) directors shall be elected for terms of six (6) years.

~~Elections shall be conducted in accordance with all provisions of state law.~~ An election shall not be held if the number of candidates who have filed for the Board is equal to the number or positions available, unless a ballot proposition (i.e. tax levy, bond issue) is on the ballot as well. If no election would be held due to the number of candidates equaling the number of vacancies when there is not a ballot proposition on the ballot, the District will publish a notice containing the names of the candidates who will assume a Board directorship absent an election. This notice will be published in a newspaper of general circulation in the District on or by March 1 prior to the scheduled election.

#### **Qualified Voters in the School District**

An individual must be a registered voter in order to vote in a school election. In order to vote, a person must be eighteen (18) years of age or older, must be a citizen of the United States, and must reside in the School District thirty (30) days.

#### **Candidate Qualification - Method of Filing**

Qualified applicants for the Board may file for office beginning at 8:00 a.m. in the Superintendent's office commencing on the sixteenth (16th) Tuesday prior to the election and ending at 5:00 p.m. on the eleventh (11th) Tuesday before the election. The candidate shall declare his/her intent to become a candidate, in person and in writing to the secretary of the Board of Education. The names of qualified candidates shall be placed on the ballot in the order of filing. The notice of election and certification of candidates must be submitted to the county clerk by the tenth Tuesday prior to the election. Candidates must comply with all of the prevailing laws concerning eligibility and campaign financing.

A candidate who files for one vacancy and later decides to run for another shall be positioned on the ballot according to the time when his/her change of declaration is received by the secretary of the Board, not on the basis of when the first petition was filed.

**Policy 0320**  
**Page 2**

Candidates must be citizens of the United States and resident taxpayers of the District, reside in his/her state for one year next preceding their election or appointment, and be at least twenty-four (24) years of age. Candidate must also complete a notarized copy of Missouri Department of Revenue Form 5120 (MCE Form 0320) attesting that the candidate is not currently aware of any delinquency in the filing or payment of state income taxes, personal property taxes, municipal taxes or real property taxes on the candidate's place of residence provided on the Department of Revenue Form 5120. Candidates will be disqualified from participation in a Board election if the candidate is delinquent in the payment of any state income taxes, personal property taxes, municipal taxes, or real property taxes on the residence of the candidate. The candidate must further attest that they are not a past or present corporate officer of the office that owes any taxes to the state, which are not in dispute. Failure to accurately complete and file Form 5120 with the Department of Revenue may disqualify a candidate from the ballot. Each newly elected or appointed director shall qualify and take his/her oath of office in the manner prescribed by law and according to Policy 0330 - Oath of Office.

No person may be a candidate for a position on the Board if such person is registered as a sex offender or is required to be registered as a sex offender under state law. Any Board member who is likewise required to register or who is registered as a sex offender under state law will immediately be requested by the Board to resign from the Board. Should such Board member refuse to resign, the member will be ineligible to serve as a Board member at the end of his/her term.

In addition, no person shall qualify as a candidate for the Board of Education who has been found guilty of or has pled guilty to a felony or misdemeanor under federal law or to a felony under Missouri law or has been found guilty of an offense in another state, that would be considered to be a felony in the State of Missouri.

It is not the District's responsibility to investigate and determine a candidate's eligibility. That responsibility rests with the Department of Revenue and/or the County Election Authority.

**GENERAL ADMINISTRATION****Policy 1210****Calendar Requirements****School Year and School Day**

Beginning with the 2019-2020 school year, ~~the~~ Board will annually adopt a school calendar that will provide for ~~a minimum of 173 days and~~ 1,044 hours of pupil attendance with no minimum number of school days. The beginning of the school year will not generally be set more than ten (10) days prior to Labor Day. Should the Board decide to set an earlier start date, the Board will:

- \* Give public notice of the meeting to discuss an earlier start date
- \* Conduct a public meeting
- \* Vote at that meeting to allow an earlier start date

The length of the school day will meet State Department of Elementary and Secondary Education requirements for six (6) clock hours of instruction. A school year and school day in excess of the state required minimum may be recommended by the Superintendent and approved by the Board. The planned calendar adopted prior to the beginning of the school year must be reported to DESE on Core Data Screen 10 by August 15 of each year, and cannot be changed after that date.

~~If the District's schools are dismissed due to inclement weather after school has been in session for three or more hours, that day shall count as a full day. When the total hours lost due to inclement weather exceed twelve (12) hours, the time must be made up in half or full day additions to the school term.~~

The District ~~shall~~ will be required to make up the first thirty-six (36) hours of ~~no more than eight (8) school days~~ lost or cancelled due to inclement weather ~~and half the number of days in excess of eight days~~. If there are additional hours lost or cancelled over the initial thirty-six (36) hours, the District will be required to make up half the number of additional lost or cancelled hours. However, once the total number of hours lost or cancelled equals eighty-four (84) hours, the District will no longer be required to make up any additional lost or cancelled hours, resulting in no more than sixty (60) total make up hours. For purposes of this Policy, "inclement weather" shall mean ice, snow, extreme cold, flooding or a tornado, but not excessive heat.

**REV. 5/2019**

**STUDENTS****Policy 2640****Discipline****Student Use of Tobacco, Alcohol and Drugs****Smoking**

The Board of Education believes that smoking and the use of any tobacco products or substances appearing to be tobacco products are detrimental to the health and well-being of staff and students. Therefore, the Board prohibits the use, sale, transfer, and possession of any tobacco products or substances appearing to be tobacco products, ~~i.e.~~ e.g. e-cigarettes, vaping paraphernalia, and/or other tobacco or nicotine delivery devices at school and at school activities. This prohibition includes, but is not limited to, electronic cigarettes, vaping devices, electronic nicotine delivery systems, and similar devices used in conjunction with vaping.

**Alcohol and Drug Use**

The improper use of controlled substances, alcohol, and substances represented to be such is detrimental to the health and welfare of students and is detrimental to discipline in school. Such conduct, as well as the possession of drug paraphernalia, is prohibited and is subject to disciplinary action as set forth in Regulation 2610.

Pursuant to 29 U.S.C. 705(20c)(iv), a student with a 504/ADA disability who is currently engaging in the illegal use of alcohol or drugs is not considered a student with a disability under those laws, and the District may take disciplinary action – to the same extent that disciplinary action is taken against nondisabled students – in relation to that use or possession of alcohol or drugs. In such cases, the due process procedures contained in the Section 504 regulations will not apply to protect those students. This provision does not apply to students who are identified as disabled under the Individuals with Disabilities Education Act. However, school personnel may remove an IDEA disabled student to an interim alternative educational setting for not more than 45 school days without regard to whether that student's behavior is a manifestation of his/her disability where that student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the District's jurisdiction. "Illegal drug," as it pertains to the discipline of IDEA students, means a controlled substance but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or under any other authority.

The determination of whether or not a student is under the influence of alcohol or a controlled substance is based upon a variety of information including but not limited to physical appearances, speech patterns, and witnesses' statements. While not required, District administrators may request a student suspected of alcohol use to submit to a Breathalyzer. Conduct that includes possession of or use of alcohol or controlled substances as well as the possession of drug paraphernalia is prohibited and is subject to disciplinary action as set forth in Regulation 2610.

REV. 5/19



FINANCIAL OPERATIONPolicy 3425Accounting and ReportingAccountability Portal

By September 1, 2019, the District will develop, maintain and make publically available, on its website, a searchable expenditure and revenue document or database detailing actual income, expenditures and disbursements for the current calendar or fiscal year. The District's financial accounting software will detail actual year-to-date income; actual year-to-date and expenditures; and detail the year-to-date check register. The data may be in the form of a searchable PDF, document, or spreadsheet. The District may also provide a link to a database the District may have that details the above-mentioned information.

Only information that is a public record and not confidential or otherwise protected by state or federal law will be included within the document or database. The District will not post online any personal information relating to payroll including but not limited to payroll deductions, payroll contributions, or any other information that is confidential or statutorily protected.

The financial data contained in the document or database will be updated at least quarterly. The District will archive the financial data for a minimum of ten (10) years. The archived financial data will remain accessible and searchable during this period.

As an alternative to creating and/or posting a searchable expenditure and revenue document or database as described above, the District may provide on its website a direct link to the Department of Elementary and Secondary Education's (DESE) website which has detailed financial and budgetary information about the District.

**NEW 5/19**

Dr. Herl explained that as part of the Collective Bargaining process, changes are necessary to Regulation 4320. Employees' sick leave days not used can accumulate and shall be capped up to 75 days (changed from 65 days). The capped sick leave days (up to 75) can be reimbursed at retirement at the prevailing Board approved rate. The District is also allowing employees the opportunity to sell back 20 days of accumulated sick leave days per year at the approved rate of \$50 per day.

Jill Esry made the motion, second by Carrie Dixon, that the Board of Education approves adopting the change to Board of Education Regulation 4320 as presented. The motion was unanimously approved by the Board of Education. (Pages 11733-11738)

Dr. Herl said the District received the membership dues invoice from the Cooperating School Districts of Greater Kansas City and it is based on \$2.00 per student and totals \$28,682.00 for 2019-2020. The Administration and Board of Education agreed that this membership provides a number of services including lobbying on legislative issues, reduced purchase prices on supplies and materials, as well as professional development services.

The motion was made by Denise Fears, second by Jill Esry, that the Board of Education approves the Independence School District's membership dues of \$28,682.00 for the 2019-2020 school year with Cooperating School Districts of Greater Kansas City. The motion was unanimously approved by the Board of Education.

Dr. Grant reviewed the change to the INEA Collective Bargaining Agreement required by HB1413 and also the negotiated changes for 2019 which is the second addendum to the 2017-2022 Agreement. The changes included a new salary schedule (with explanations for the overlays); sick leave change with a cap of 75 days (previously 65 days), and the District providing the cost of the base health and dental plans for the 2019-2020 school year.

Jill Esry made the motion, second by Carrie Dixon, that the Board of Education approves the Second Addendum and HB1413 required changes to the Agreement between the Independence National Education Association and the School District of the City of Independence, Missouri. The motion was unanimously approved by the Board of Education. (Pages 11739-11762)

Dr. Grant reviewed the change to the IESP Collective Bargaining Agreement required by HB1413 and also the negotiated changes for 2019 which is the second addendum to the 2017-2022 Agreement. The changes included sick leave days now being capped at 75 days (changed from 65 days), full time employees are allowed sick leave of nine (9) days per school year plus one (1) day for each additional full contract month, eligible employees advance one step on salary schedule and an additional step has been added to the current salary schedule, during summer work schedules Nutrition Services/Custodians shall receive equal pay as a custodian, and the District providing the cost of the base health and dental plans for the 2019-2020 school year.

Blake Roberson made the motion, second by Denise Fears, that the Board of Education approves the Second Addendum and HB1413 required changes to the Collective Bargaining Agreement between the School District of the City of Independence, Missouri and the Independence Educational Support personnel. The motion was unanimously approved by the Board of Education. (Pages 11763-11783)

Dr. Grant reviewed the change to the ITEA Collective Bargaining Agreement required by HB1413 and also the negotiated changes for 2019 which is the second addendum to the 2017-2022 Agreement. The changes included the District evaluating the current bus parking area and developing a plan to address concerns and maintaining the parking area, sick leave days now being capped at 75 days (changed from 65 days), full time employees are allowed sick leave of nine (9) days per school year plus one (1) day for each additional full contract month, eligible employees will receive step movement and two additional steps have been added to the salary schedule and the District has increased the current salary schedule, and the District will provide the cost of the base health and dental plans for the 2019-2020 school year.

Jill Esry made the motion, second by Matt Mallinson, that the Board of Education approves the Second Addendum and HB1413 required changes to the Collective Bargaining Agreement between the School District of the City of Independence, Missouri and the Independence Transportation Employees Association. The motion was unanimously approved by the Board of Education. (Pages 11784-11811)

Dr. Stout stated that Nutrition Services had issued an RFP for a produce supplies contract. The Administration is recommending approval of the contract with Loffredo Fresh Produce Company for fresh fruits and vegetables at a cost of \$532,579.91.

The motion was made by Blake Roberson, second by Denise Fears, that the Board of Education approves Loffredo Fresh Produce Company as the vendor for Nutrition Services Produce Supplies in the estimated amount of



**PERSONNEL SERVICES****Regulation 4320****Absences, Leave and Vacation****Personnel Leave****Paid Sick Leave**

Sick leave may only be used for illness of the staff member or a member of the immediate family of the employee or spouse. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. The Superintendent/Designee may request a physician's statement regarding an absence and/or verification that the employee may return to work. Sick leave may not be used on days in which the employee engages in other employment for which remuneration is received.

The employee is required to contact the building principal or immediate supervisor each day to report the need to be absent due to personal illness.

Full-time employees are allowed sick leave to include ~~ten (10)~~ nine (9) days per school year plus one (1) day for each additional full contract month beyond a regular nine-month contract.

Regularly appointed part-time certificated teachers are allowed the proportionate part of sick leave as determined by their assigned schedule.

Part-time support staff employed to work between 25-37.49 hours per week will be eligible to receive the following leave benefits:

- 9 month part-time support staff employees - 5 sick days (2 of which can be used as a personal day)  
- 3 Bereavement Days
- 10 month part-time support staff employees - 6 sick days (2 of which can be used as a personal day)  
- 3 Bereavement Days
- 11 month part-time support staff employees - 7 sick days (2 of which can be used as a personal day)  
- 3 Bereavement Days
- 12 month part-time support staff employees - 8 sick days (2 of which can be used as a personal day)  
- 3 Bereavement Days

Sick leave days will accumulate to ~~65~~ 75 days. Bereavement days do not accumulate.

**Rev. 6/06      Rev. 8/15**

During the first year of employment, sick leave time shall accumulate at the rate of two (2) days per month until allowable days are accumulated. During the second and subsequent years of employment, annual allowable sick leave days are accumulated immediately upon assuming responsibilities during said year and are designated current days. Sick leave days not used each year shall accumulate and total accumulated sick leave shall be capped at ~~65~~ 75 days effective June 30, ~~2004~~ 2019. To be eligible to draw from current sick leave, an employee shall have actually assumed his/her school duties for the year in which such leave is drawn. Cumulative

**Regulation 4320**  
**Page 2**

time may be drawn irrespective of current days. Deductions from such leave time shall be made only for school days missed and not holidays.

As of June 30, ~~2004~~ 2019, the District will cap the number of reimbursable days for unused sick leave at ~~65~~ 75. The days will be paid at the prevailing Board approved rate at the employee's time of retirement, with the exception of the grandfathered employees identified in the next paragraph.

For employees with more than 65 days of accumulated sick leave on June 30, 2004 the following provision will apply. Upon retirement, the June 30, 2004 accumulated sick leave total, if unused, will be reimbursed at the prevailing Board approved rate at their time of retirement. The maximum number of days the District will reimburse any employee grandfathered under this provision is the total identified on June 30, 2004 – minus any days sold back to the District in the 2004-2005 school year.

Upon retirement all unused sick leave days shall be redeemed at the prevailing Board approved rate per day. Rev. 8/15/05

Upon the death of a staff member, the surviving spouse or the beneficiary so designated in the Public School Retirement System of Missouri shall be paid for up to ~~65~~ 75 days of accumulated sick leave days, unless a grandfathered employee, at the prevailing Board approved rate per day.

Substitute teachers placed on reserve teacher status are allowed sick leave of one (1) day for each twenty (20) consecutive days of assignment. These days are only cumulative during each appointment period and are only available for use during that appointment period. Rev. 6/28/04

Employees may be reimbursed for up to twenty (20) unused sick leave days annually, payable in December, at the Board approved rate. The employee's total number of accumulated sick leave days at the time of reimbursement cannot be less than 75 sick leave days. To receive reimbursement for unused sick leave days, the employee must notify Human Resources by October 1<sup>st</sup> in writing that he or she wishes to participate.

### **Personal Leave**

Each full-time employee shall be granted three (3) days of personal leave annually, limited to no more than ten (10) percent of each building staff usage on any given day. Regularly appointed part-time teachers shall be granted the proportionate part of personal leave as determined by their assigned schedule. Rev. 7/8/2003

Personal leave days are to be deducted from current or accumulated sick leave.

**Regulation 4320**  
**Page 3**

Buildings with less than ten (10) full-time staff equivalent will be considered eligible for one personal leave approval under this limitation.

Personal leave is authorized for personal business and should not be used for other employment for which remuneration is received or for vacation time.

Personal leave will not be granted on the day immediately before and immediately following authorized holidays, holiday weekends, or vacation periods, as defined by the adopted school calendar.

Personal leave may not be used on the opening and closing contract day or the first and last pupil attendance day of each school year.

Use restrictions, other than the allotted days, will be waived when airports and/or roads are closed due to inclement weather occurring while involved in out-of-area travel, personal business activities, and professional development activities that are approved by the Human Resources office and the building principal. Personal business activities under this restriction must be accompanied by a written request explaining the reason for the leave.

Personal leave will be administered by the building principal or the immediate supervisor.

**Authorized Leave**

No staff member shall be absent from regular assignment for the purpose of attending professional meetings without the prior approval and authorization of the Superintendent of Schools.

The Superintendent of Schools may direct or request a staff member to attend such meetings, as in their opinion, shall serve the best interest of the schools. In this instance, the District shall assume the cost of meals, transportation, and lodging as well as costs of substitutes. No deductions shall be made from salary or leave time.

Teacher association officers and/or delegates will be given authorized absences to attend regular business sessions of the state and national associations. Absences for such purposes shall not exceed seven (7) per school year. The association will reimburse the district the substitute rate per day for each day of absence. Teacher association activities will be conducted outside the regular classroom hours.

Upon request, the Superintendent of Schools may grant an employee special permission to discharge the duties of an officer in a state or national professional education association to which the employee has been elected or appointed. The association concerned must provide total reimbursement to cover the salary and fringe benefits of the employee. In such cases, the

**Regulation 4320**  
**Page 4**

employee will retain all District benefits and will be considered a current employee of the District.

Upon request, tenured certificated employees shall be granted a leave of absence of up to one year in order to run for public office. If elected, further extension may be requested annually from the Board of Education. At the conclusion of this public service, the employee may request to be reinstated according to the provisions of the return from leave of absence policy.

**Authorized Leave of Absence Without Pay**

Each certificated staff member who desires a special leave of absence without pay must submit a written request for said absence to the Superintendent of Schools/Designee. Each request shall be considered on the basis of its individual merit. Salary reduction will be the annual salary divided by the number of contract days for each day of absence under this provision.

**Action**

All administrators who process conference and workshop requests shall inform their personnel of these guidelines prior to making any recommendation and forwarding the request.

**Bereavement Leave**

In the event of death in the immediate family of the employee or spouse, bereavement leave may be used. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. A maximum of three (3) days may be used in any school year for bereavement purposes. Bereavement leave is not accumulative. Bereavement leave will not be deducted from accumulated sick leave.

If in any school year additional leave is required for Bereavement purposes, these days will be deducted from sick leave. The administration reserves the right to request confirmation of the event.

**Emergency Leave**

Emergency Leave not to exceed the allotted number of days listed in items a. through d. of this section of policy, may be granted yearly to each full-time employee, upon approval by the Superintendent of Schools/Designee for the following reasons:

- a. critical illness in the immediate family of the employee or spouse, or death in the immediate family of the employee or spouse (provided bereavement leave has been used). Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law,

**Regulation 4320**  
**Page 5**

grandchild, or non-family residing within the staff member's home (not to exceed 10 days);

- b. marriage in the immediate family (not to exceed 5 days);
- c. employee's divorce (not to exceed 5 days);
- d. obligations incurred by an employee through the process of adopting a child (not to exceed 5 days).

When practicable, emergency leave must be requested in advance of the absence. Any days taken as emergency leave, shall be deducted from current or accumulated sick leave.

All regularly appointed part-time certificated employees will be given a proportionate allotment of Emergency Leave.

NOTE: Emergency leave will not be interpreted to include (1) absence because of weather and road conditions or lack of transportation; or (2) illness of employee. Rev. 6/28/04

### **Leave for Jury Duty**

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding will be granted leave, not to be deducted from accumulated sick leave or personal leave. A copy of the summons must accompany the leave form.

### **Military Leave**

An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of Missouri to report for military duty, including training, shall be eligible for a grant of military leave.

Application for military leave shall be made in advance, as soon as practicable after the employee becomes aware of his/her obligation to report and immediately upon the employee's receipt of official notice to report. A copy of the official orders must be added to the leave application. The Superintendent/Designee must approve the application. Emergency mobilization orders shall be dealt with on an individual basis.

The District recognizes that employees who receive notice to report for duty typically are not provided with discretion as to when to report. However, whenever an employee has a choice as to when to report for military duty, the employee's military leave shall be arranged during periods in which school is not in session. When the employee is given a choice as to when to report for duty, the Superintendent/Designee may request that the employee seek a change in military orders if such a change appears in the best interest of the District.

**Regulation 4320**  
**Page 6**

Employees shall receive leave with pay for up to 120 hours of military leave in each federal fiscal year. Additional military leave shall be without pay, except as required by federal and state law.

Each employee shall furnish a copy of the employee's military payroll voucher to the Superintendent/Designee within thirty (30) days of the employee's return to regular assignment so that the necessary salary adjustments can be made.

Employee eligibility for reinstatement after military duty is completed shall be determined in accordance with federal and state laws. Rev. 7/8/2003

**Leave of Absence**

Upon the recommendation of the Superintendent/Designee and the approval of the Board, an employee of the District may be granted a leave of absence for non-Family and Medical Leave Act (FMLA) child care, education, or other good cause. Such leave is renewable upon written request for one additional year only. Application for leave is to be made in writing to the Superintendent/Designee via principal/supervisor and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students. Requests for leave for an entire school year should normally be made in writing before March 1 of the preceding year.

If leave is approved by the Board, the employee is not paid for the period of the leave. Insurance benefits may be continued by the employee by making all payments to the Payroll Office, one month in advance.

Whenever a leave of absence has been granted by the Board to the end of the school year, the employee must notify the Superintendent in writing by the first day of March of an intention to resume his/her position at the beginning of the next school year. Failure to notify the Superintendent/Designee of such intention will be regarded as a resignation.

Upon completion of an approved leave, provided proper notification is given, a teacher will be re-employed by the District unless placed on involuntary leave of absence if tenured; or, if notified of non renewal of contract by April 15 if a probationary teacher.

If desired, and whenever feasible, the employee will be placed in the same or equivalent position to the one held prior to the approved leave.

The employee shall not lose accumulated sick leave or experience credit on the appropriate salary schedule when employment is resumed at the conclusion of the officially granted leave.

NOTE: Leave of absence without pay under the provisions of this regulation does not apply as service towards tenure for probationary teachers.

**Rev. 6/2019**



SECOND ADDENDUM TO THE  
 AGREEMENT  
 BETWEEN THE  
 INDEPENDENCE –NATIONAL EDUCATION ASSOCIATION  
 AND THE  
 SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI  
 JULY 1, 2017-JUNE 30, 2022

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence-National Education Association, an affiliate of the Missouri-National Education Association, (hereinafter the "Association") have entered into the sixth and final negotiation session which concluded on Tuesday May 7, 2019; and,

WHEREAS, the Parties have reached certain understanding they desire to confirm in this Addendum to the Collective Bargaining Agreement between the Parties originally entered into in June 2017 (the "Agreement"); and,

In consideration of the preceding mutual covenants, this Addendum to the Agreement (the "Addendum") is entered into between the District and the Association this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") in order to modify the Agreement as outlined below.

The Association and District agree to incorporate the following terms into the Agreement:

1. 9.4 Sick Leave and Personal Leave:
  - a. An employee can sell back accumulated sick leave once they have in excess of 75 days. Days sold back will be reimbursed at a rate of \$50/a day. No more than 20 days may be sold back in one year, paid in December. Upon selling days back, the employee's sick leave balance cannot fall below 75 days due to the sell back. Upon retirement, the remaining balance may be sold back up to a MAXIMUM of 75 days at a rate of \$50/a day;
  - b. Full time employees are allowed sick leave of nine (9) days per school year plus one (1) day for each additional full contract month beyond the regular nine-month contract;
  - c. These changes would be reflected in the BOE regulation 4320.
2. Salaries for 2019-20 School Year
  - a. Employees will not receive a step movement;
  - b. Salary schedule has been condensed;
  - c. Teachers indexed base salary will be \$35,875;
  - d. New teacher academy stipend will be \$500.

- e. Salary overlay increase of \$75 at the BS (1), BS (2), BS (3), BS + 16 (1), BS + 16 (2). Salary overlay increase of \$275 at the BS (4), BS + 16 (3), M (2), M + 16 (1) are reflected on the salary guide.

3. Health and Dental Insurance

- a. The District will cover the cost of the base health and dental plan for the 2019-20 school year.

All other terms within the Agreement shall remain unchanged.

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

INDEPENDENCE-NATIONAL EDUCATION ASSOCIATION

BY: \_\_\_\_\_

President

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: \_\_\_\_\_

President, Board of Education

ATTESTED BY: \_\_\_\_\_

Secretary, Board of Education

**INDEPENDENCE PUBLIC SCHOOLS  
SALARY SCHEDULE - CLASSROOM TEACHERS  
2019-2020**

STEP	B S	BS+16 (a)	MS(F) (b)	MS(F)+16 (c)	MS(F)+32 (c)	Doctorate
	\$40,100 *					
1	\$39,600	\$40,394	\$42,981	\$43,825	\$44,844	\$47,893
2	\$40,017	\$40,811	\$43,448	\$44,467	\$46,261	\$49,310
3	\$40,434	\$41,278	\$44,090	\$45,884	\$47,678	\$50,727
4	\$40,901	\$41,920	\$45,507	\$47,301	\$49,095	\$52,144
5	\$41,543	\$43,337	\$46,925	\$48,718	\$50,512	\$53,561
6	\$42,960	\$44,754	\$48,342	\$50,135	\$51,929	\$54,978
7	\$44,377	\$46,171	\$49,759	\$51,552	\$53,346	\$56,396
8	\$45,794	\$47,588	\$51,176	\$52,969	\$54,763	\$57,813
9	\$47,212	\$49,005	\$52,593	\$54,387	\$56,180	\$59,230
10	\$48,629	\$50,422	\$54,010	\$55,804	\$57,597	\$60,647
11	\$50,046	\$51,839	\$55,427	\$57,221	\$59,014	\$62,064
12	\$51,463	\$53,256	\$56,844	\$58,638	\$60,431	\$63,481
13	\$52,880	\$54,674	\$58,261	\$60,055	\$61,849	\$64,898
14	\$54,297	\$56,091	\$59,678	\$61,472	\$63,266	\$66,315
15		\$57,508	\$61,095	\$62,889	\$64,683	\$67,732
16			\$62,512	\$64,306	\$66,100	\$69,149
17			\$63,929	\$65,723	\$67,517	\$70,566
18			\$65,346	\$67,140	\$68,934	\$71,983
19				\$68,557	\$70,351	\$73,400
20				\$69,974	\$71,768	\$74,817
21					\$73,185	\$76,234

(a) The Indexed base is \$35,875. Step 1 BS includes a salary overlay of \$3,725. Step 2 BS and Step 1 BS+16 include a salary overlay of \$2,725. Step 3 BS, Step 2 BS+16 and Step 1 Masters include a salary overlay of \$1,725. Step 4 BS, Step 3 BS+16, Step 2 MA and Step 1 MA+16 include a salary overlay of \$775.

(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 \$500 Stipend for additional training required of entry level teachers.

AGREEMENT  
 BETWEEN THE  
 INDEPENDENCE-NATIONAL EDUCATION ASSOCIATION  
 AND THE  
 SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI  
 JULY 1, 2019-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 \_\_\_\_\_ day of \_\_\_\_\_ 2019.

The term of Agreement shall begin July 1, 2019, and shall end June 30, 2022.

## **ARTICLE 1** **RECOGNITION**

### **SECTION 1.1**      **Recognition of Teacher Bargaining Representative**

1. **Scope of Recognition.** 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. **Definition of Unit.** 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. **Certification of Election.** 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. **Term of Recognition.** 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.
7. **Certification.** In the event the Association is not certified as the exclusive bargaining representative of the above-described unit by the State Board of Mediation on or before August 28, 2020, this Agreement will be void and neither party will continue to be bound by its terms.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

### **SECTION 1.2**      **Recognition of the Paraprofessional Bargaining Representative**

1. **Scope of Recognition.** 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. **Definition of Unit.** 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. Certification of Election. The above-described unit was certified by the State Board of Mediation in Public Case No. R2002-029 on April 5, 2002.
5. Term of Recognition. 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.
7. Recertification. In the event the Association is not recertified as the exclusive bargaining representative of the above-described unit by the State Board of Mediation on or before August 28, 2019, this Agreement will be void and neither party will continue to be bound by its terms.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

### **SECTION 1.3**

### **Election of Successor Representative of Teacher Unit**

1. Petition for Decertification. 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. Eligibility for Alternative Representative. 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. Verification of Signatures. The District and the Association shall mutually agree upon a Person to verify that the signatures on any petition or showing of interest belong to members of the Teacher Unit.
  5. Purpose of Election. 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. Timetable for Election. 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. Campaigning. 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. Election Procedures. Two representatives of the Board and one representative from each organization on the ballot shall meet to discuss procedures of the election.
  9. Election Costs. 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. **Term of Agreement.** 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. Time and Place. Meetings for the purposes of negotiation on all matters shall take place at reasonable and mutually agreed times and places between March 15 and May of the same year unless otherwise agreed by the parties.
2. Written Proposals. By February 15, each party will present written proposals to be considered along with any supporting rational. After the first session, new issues or proposals can be considered upon mutual consent of the parties.
3. Number of Sessions. 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. Payments to Employees. No Association representatives or employees will be paid by the District for time spent participating in bargaining or preparing for bargaining on behalf of the Association, except to the extent the individual is an employee of the District and elects to use accrued leave. Association representatives and District employees are prohibited from accepting paid time, other than unused paid time off that was accrued by such District employees, by the District for the purposes of conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity on behalf of the Association.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

### **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 any time.
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. Board Team. 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. Association Team. 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. Authority of Team. 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. Limit of Authority. 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. Consideration by Association. The Association shall consider the proposed Agreement without change or amendment. Before any agreement is provided to the District for consideration, the agreement must be ratified by a majority of members of the Association in the unit.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
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. Signatures. Any approved Agreement shall be signed by the Board president and the Association president.
5. Distribution. The approved Agreement shall be made available on the district portal for employees.

## **SECTION 2.6**

### **Reopeners**

1. Salaries. 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. Incorporation into Agreement. 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.
4. District Authority in the Event of a Budget Shortfall. The District, in the event of a budget shortfall, shall have the right to require the modification of the economic terms of the Agreement. If the District deems it necessary to modify, upon good cause, the economic terms of the Agreement, the District shall notify the Association and shall provide a period of thirty (30) days during which the District and the Association shall bargain over any necessary adjustments to the economic terms of the Agreement. If, at the end of the thirty-day period, the Parties have been unable to agree upon modifications that meet the District's requirements, the District shall have the right, upon good cause, to make necessary adjustments on its own authority.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

### **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. Right to Operate District. 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. Statutory Rights. 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. Description of Rights. 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, including the right to make, amend and rescind reasonable work rules and standard operating procedures;
    - If the provision of HB 1413 giving rise to subsections 3(c), (k) and (l) of this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
  - 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, assign, direct, schedule, discharge, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;



- If the provision of HB 1413 giving rise to subsections 3(c), (k) and (l) of this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
- l. To prohibit strikes of any kind. A strike shall include a refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of any public body. Any public employee who engages in any strike or concerted refusal to work, shall be subject to termination of employment;
    - If the provision of HB 1413 giving rise to subsections 3(c), (k) and (l) of this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
  - m. To determine the academic calendar; and
  - n. 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.
4. All District employees have the right to refrain from engaging in and supporting Association activity, as well as oppose labor organization activity.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a

court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

#### **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. Communication with Members. The Association may use the District communication systems to conduct business with its members.
3. Political Limitation. 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. Bulletin Boards. 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. Surveys. 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. Board or District Right. 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. Insurance Committee. 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. Calendar Committee. 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. Performance-Based Evaluation (PBE) Committee. 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. District's Authority. 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**                      **Director Information of Unit Employees**

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. Classified Orientation. 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. Limitations. 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 may 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**                    **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.
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: \_\_\_\_\_

Sarah Nelson, President, INEA

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: \_\_\_\_\_

Greg Finke, President, Board of Education

ATTESTED BY: \_\_\_\_\_

Annette Miller, Secretary, Board of Education

**SECOND ADDENDUM TO THE**  
**AGREEMENT**  
**BETWEEN THE**  
**INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL**  
**AND THE**  
**SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI**  
**JULY 1, 2017-JUNE 30, 2022**

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence Education Support Personnel, an affiliate of the Missouri-National Education Association, (hereinafter the "Association") have entered into the sixth and final negotiation session which concluded on Tuesday May 8, 2019; and,

WHEREAS, the Parties have reached certain understanding they desire to confirm in this Addendum to the Collective Bargaining Agreement between the Parties originally entered into in June 2017 (the "Agreement"); and,

In consideration of the preceding mutual covenants, this Addendum to the Agreement (the "Addendum") is entered into between the District and the Association this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") in order to modify the Agreement as outlined below.

The Association and District agree to incorporate the following terms into the Agreement:

**1. 9.4 Sick Leave and Personal Leave:**

- a. An employee can sell back accumulated sick leave once they have in excess of 75 days. Days sold back will be reimbursed at a rate of \$50/a day. No more than 20 days may be sold back in one year, paid in December. Upon selling days back, the employee's sick leave balance cannot fall below 75 days due to the sell back. Upon retirement, the remaining balance may be sold back up to a MAXIMUM of 75 days at a rate of \$50/a day;
- b. Full time employees are allowed sick leave of nine (9) days per school year plus one (1) day for each additional full contract month beyond the regular nine-month contract;
- c. These changes would be reflected in the BOE regulation 4320.

**2. Salaries for 2019-20 School Year**

- a. Employees eligible shall advance one step movement;
- b. In addition the District has increased the current salary schedule and added an additional step;



- c. Nutrition Services/Custodians (aka 50/50's) shall receive equal pay as a custodian on the same step during summer work schedules.
- 3. Health and Dental Insurance
  - a. The District will cover the cost of the base health and dental plan for the 2019-20 school year.

All other terms within the Agreement shall remain unchanged.

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

**INDEPENDENCE EDUCATION SUPPORT PERSONNEL**

BY: \_\_\_\_\_

President

**SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI**

BY: \_\_\_\_\_

President, Board of Education

ATTESTED BY: \_\_\_\_\_

Secretary, Board of Education

**INDEPENDENCE SCHOOL DISTRICT  
FACILITIES  
SALARY SCHEDULE  
2019-2020**

Step	NS/Cust	Custodian	Full Time Sub Custodian	Small Elem	Large Elem	Middle Schools & Academy	High Schools	Wrhse/ Grounds	Grds/Maint	Maint*
1	12.50	15.00	15.10	15.70	16.10	16.60	17.10	15.80	16.85	19.30
2	13.00	15.50	15.60	16.20	16.60	17.10	17.60	16.30	17.35	19.80
3	13.50	16.00	16.10	16.70	17.10	17.60	18.10	16.80	17.85	20.30
4	14.00	16.50	16.60	17.20	17.60	18.10	18.60	17.30	18.35	20.80
5	14.50	17.00	17.10	17.70	18.10	18.60	19.10	17.80	18.85	21.30
6	15.00	17.50	17.60	18.20	18.60	19.10	19.60	18.30	19.35	21.80
7	15.50	18.00	18.10	18.70	19.10	19.60	20.10	18.80	19.85	22.30
8	16.00	18.50	18.60	19.20	19.60	20.10	20.60	19.30	20.35	22.80
9	16.50	19.00	19.10	19.70	20.10	20.60	21.10	19.80	20.85	23.30
10	17.00	19.50	19.60	20.20	20.60	21.10	21.60	20.30	21.35	23.80
11	17.50	20.00	20.10	20.70	21.10	21.60	22.10	20.80	21.85	24.30
12	18.00	20.50	20.60	21.20	21.60	22.10	22.60	21.30	22.35	24.80
13	18.50	21.00	21.10	21.70	22.10	22.60	23.10	21.80	22.85	25.30
14	19.00	21.50	21.60	22.20	22.60	23.10	23.60	22.30	23.35	25.80
15	19.50	22.00	22.10	22.70	23.10	23.60	24.10	22.80	23.85	26.30

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

\*Facilities 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.

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

Part Time Custodian	\$ 12.26
Part Time Sub Custodian	\$ 12.26
Sub Maintenance/Grounds	\$ 12.26
Custodial Trainee	\$ 10.81

AGREEMENT  
BETWEEN THE  
INDEPENDENCE EDUCATIONAL SUPPORT PERSONNEL  
AND THE  
SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE,  
MISSOURI

JULY 1, 2019-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 \_\_\_\_ day of \_\_\_\_ 2019. The term of Agreement shall begin July 1, 2019 and shall end June 30, 2022.

**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.
3. In the event the Association is not recertified as the exclusive bargaining representative of the above-described unit by the State Board of Mediation on or before August 28, 2020, this Agreement will be void and neither party will continue to be bound by its terms.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

**ARTICLE 2**  
**NEGOTIATION PROCEDURES**

**SECTION 2.1**

**Duration and Term of Agreement**

1. Term of Agreement. 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. Scope of Negotiations. 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. Discussion Meetings. 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. Time and Place. 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. Written Proposals. By February 1 each party will present written proposals to be considered along any supporting rationale. After the first session, new issues or proposals can be considered upon mutual consent of the parties.
3. Number of Sessions. 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. Intent of the Parties. It is the intent of the Board and the Association to reach agreement on all matters within the subject of negotiations.
5. Payments to Employees. No Association representatives or employees will be paid by the District for time spent participating in bargaining or preparing for bargaining on behalf of the Association, except to the extent the individual is an employee of the District and elects to use accrued leave. Association representatives and District employees are prohibited from accepting paid time, other than unused paid time off that was accrued by such District employees, by the District for the purposes of conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity on behalf of the Association.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

## **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 any time.
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**

Board Team. 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.

1. Association Team. 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.
2. Authority of Team. 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.
3. Limit of Authority. 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. Consideration by Association. The Association shall consider the proposed Agreement without change or amendment. Before any agreement is provided to the District for consideration, the agreement must be ratified by a majority of members of the Association in the unit.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
3. Consideration by Board. 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. Signatures. Any approved Agreement shall be signed by the Board president and the Association president.
5. Distribution. 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. Salaries. 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. Notices. 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. Incorporation into Agreement. 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.
5. District Authority in the Event of a Budget Shortfall. The District, in the event of a budget shortfall, shall have the right to require the modification of the economic terms of the Agreement. If the District deems it necessary to modify, upon good cause, the economic terms of the Agreement, the District shall notify the Association and shall provide a period of thirty (30) days during which the District and the Association shall bargain over any necessary adjustments to the economic terms of the Agreement. If, at the end of the thirty-day period, the Parties have been unable to agree upon modifications that meet the District's requirements, the District shall have the right, upon good cause, to make necessary adjustments on its own authority.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

## **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. Statutory Rights. 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. Description of Rights. 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, including the right to make, amend and rescind reasonable work rules and standard operating procedures;
    - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion

thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

- 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, assign, direct, schedule, discharge, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
- L. To prohibit all strikes of any kind. A strike shall include a refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of any public body. Any public employee who engages in any strike or concerted refusal to work, shall be subject to termination of employment;
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
- M. To determine the academic calendar;
- N. 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 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.
3. All District employees have the right to refrain from engaging in and supporting Association activity, as well as oppose labor organization activity.
  - If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within

30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

## **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. Communication with Members. The Association may use the District communication systems to conduct business with its members.
3. Political Limitation. 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. Bulletin Boards. 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. Surveys. 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. District Authority. 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**

### **SECTIONS.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	Six	No vacation	5 workdays
(6) months to one year of service			10 workdays
One (1) year to five (5) years of service			15 workdays
Five (5) years and over			18 workdays
Ten (10) years and over			20 workdays
Twenty (20) years and over			

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 SUPPORT PERSONNEL

BY: \_\_\_\_\_  
President, IESP

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: \_\_\_\_\_  
President, Board of Education

ATTESTED BY: \_\_\_\_\_  
Secretary, Board of Education

**SECOND ADDENDUM TO THE**  
**AGREEMENT**  
**BETWEEN THE**  
**INDEPENDENCE TRANSPORTATION EMPLOYEES ASSOCIATION**  
**AND THE**  
**SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI**  
**JULY 1, 2017-JUNE 30, 2022**

WHEREAS, the School District of the City of Independence, Missouri (hereinafter the "District") and the Independence Transportation Employees Association, an affiliate of the Missouri-National Education Association, (hereinafter the "Association") have entered into the sixth and final negotiation session which concluded on Tuesday May 7, 2019; and,

WHEREAS, the Parties have reached certain understanding they desire to confirm in this Addendum to the Collective Bargaining Agreement between the Parties originally entered into in June 2017 (the "Agreement"); and,

In consideration of the preceding mutual covenants, this Addendum to the Agreement (the "Addendum") is entered into between the District and the Association this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") in order to modify the Agreement as outlined below.

The Association and District agree to incorporate the following terms into the Agreement:

1. The District will evaluate the current condition of the bus parking area and develop a plan to ensure the areas of concern are addressed and the parking area is maintained;
2. 9.4 Sick Leave and Personal Leave:
  - a. An employee can sell back accumulated sick leave once they have in excess of 75 days. Days sold back will be reimbursed at a rate of \$50/a day. No more than 20 days may be sold back in one year, paid in December. Upon selling days back, the employee's sick leave balance cannot fall below 75 days due to the sell back. Upon retirement, the remaining balance may be sold back up to a MAXIMUM of 75 days at a rate of \$50/a day;
  - b. Full time employees are allowed sick leave of nine (9) days per school year plus one (1) day for each additional full contract month beyond the regular nine-month contract;
  - c. These changes would be reflected in the BOE regulation 4320.

3. **Salaries for 2019-20 School Year**
  - a. Employees will receive step movement. In addition two additional steps will be added to the salary schedule;
  - b. In addition the District has increased the current salary schedule.
4. **Health and Dental Insurance**
  - a. The District will cover the cost of the base health and dental plan for the 2019-20 school year.

All other terms within the Agreement shall remain unchanged.

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

**INDEPENDENCE TRANSPORTATION EMPLOYEES ASSOCIATION**

BY: \_\_\_\_\_

President

**SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI**

BY: \_\_\_\_\_

President, Board of Education

ATTESTED BY: \_\_\_\_\_

Secretary, Board of Education



**INDEPENDENCE SCHOOL DISTRICT  
TRANSPORTATION ATTENDANT  
SALARY SCHEDULE  
2019-2020**

**DAILY ATTENDANT RATES**

<b>Step</b>	<b>Hourly Rate</b>
<b>1</b>	<b>11.60</b>
<b>2</b>	<b>11.90</b>
<b>3</b>	<b>12.20</b>
<b>4</b>	<b>12.50</b>
<b>5</b>	<b>12.80</b>
<b>6</b>	<b>13.10</b>
<b>7</b>	<b>13.40</b>
<b>8</b>	<b>13.70</b>
<b>9</b>	<b>14.00</b>
<b>10</b>	<b>14.30</b>
<b>11</b>	<b>14.60</b>
<b>12</b>	<b>14.90</b>
<b>13</b>	<b>15.20</b>
<b>14</b>	<b>15.50</b>
<b>15</b>	<b>15.80</b>
<b>16</b>	<b>16.10</b>
<b>17</b>	<b>16.40</b>
<b>18</b>	<b>16.70</b>

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: \$11.60 per hour

Extra Work: \$11.60 per hour (bus washing, meetings, trash, fueler)

**INDEPENDENCE SCHOOL DISTRICT  
TRANSPORTATION DRIVER  
SALARY SCHEDULE  
2019-2020**

**DAILY DRIVER RATES**

<b>Step</b>	<b>Hourly Rate</b>
<b>1</b>	<b>15.50</b>
<b>2</b>	<b>15.85</b>
<b>3</b>	<b>16.20</b>
<b>4</b>	<b>16.55</b>
<b>5</b>	<b>16.90</b>
<b>6</b>	<b>17.25</b>
<b>7</b>	<b>17.60</b>
<b>8</b>	<b>17.95</b>
<b>9</b>	<b>18.30</b>
<b>10</b>	<b>18.65</b>
<b>11</b>	<b>19.00</b>
<b>12</b>	<b>19.35</b>
<b>13</b>	<b>19.70</b>
<b>14</b>	<b>20.05</b>
<b>15</b>	<b>20.40</b>
<b>16</b>	<b>20.75</b>
<b>17</b>	<b>21.10</b>
<b>18</b>	<b>21.45</b>

**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	\$11.70 per hour up to 40 hours
All Extra Non-Driving Work (wash buses, meetings, trash, fueler)	\$11.70 per hour
Seasonal Bus Washing Crew	\$9.25 per hour

**INDEPENDENCE SCHOOL DISTRICT  
TRANSPORTATION VAN DRIVER  
SALARY SCHEDULE  
2019-2020**

**DAILY DRIVER RATES**

<b>Step</b>	<b>Hourly Rate</b>
<b>1</b>	<b>14.38</b>
<b>2</b>	<b>14.75</b>
<b>3</b>	<b>15.13</b>
<b>4</b>	<b>15.50</b>
<b>5</b>	<b>15.88</b>
<b>6</b>	<b>16.26</b>
<b>7</b>	<b>16.63</b>
<b>8</b>	<b>17.01</b>
<b>9</b>	<b>17.39</b>
<b>10</b>	<b>17.77</b>
<b>11</b>	<b>18.14</b>
<b>12</b>	<b>18.52</b>
<b>13</b>	<b>18.90</b>
<b>14</b>	<b>19.28</b>
<b>15</b>	<b>19.65</b>
<b>16</b>	<b>20.02</b>

**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
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Route Driver Trip Rate	Step 1 of salary schedule
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Trainees	\$11.70 per hour up to 40 hours
All Extra Non-Driving Work (wash buses, meetings, trash, fueler)	\$11.70 per hour
Seasonal Bus Washing Crew	\$9.25 per hour

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 \_\_\_\_ day of \_\_\_\_\_ 2019. The term of Agreement shall begin July 1, 2017 and shall end June 30, 2022.

## ARTICLE 1 RECOGNITION

### 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. Certification. 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.
3. In the event the Association is not recertified as the exclusive bargaining representative of the above-described unit by the State Board of Mediation on or before August 28, 2020, this Agreement will be void and neither party will continue to be bound by its terms.
  - a. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

## ARTICLE 2 NEGOTIATION PROCEDURES

### SECTION 2.1      Duration and Term of Agreement

1. Term of Agreement. 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. Scope of Negotiations. 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. Discussion Meetings. 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. Time and Place. 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. Written Proposals. 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. Number of Sessions. The number of negotiation sessions during the period between March 15 and May 15 shall be (6) in number unless the negotiation teams mutually agree otherwise.
4. Intent of the Parties. It is the intent of the Board and Association to reach agreement on all matters within the subject of negotiations.
5. Payments to Employees. No Association representatives or employees will be paid by the District for time spent participating in bargaining or preparing for bargaining on behalf of the Association, except to the extent the individual is an employee of the District and elects to use accrued leave. Association representatives and District employees are prohibited from accepting paid time, other than unused paid time off that was accrued by such District employees, by the District for the purposes of conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity on behalf of the Association.

- a. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

### **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. **Board Team.** 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. **Association Team.** 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. **Authority of Team.** 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. **Limit of Authority.** 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. **Consideration by Association.** The Association shall consider the proposed Agreement without change or amendment. Before any agreement is provided to the District for consideration, the agreement must be ratified by a majority of members of the Association in the unit.
  - a. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
3. **Consideration by Board.** 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. **Signatures.** Any approved Agreement shall be signed by the Board president and the Association president.
5. **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. **Salaries.** 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. Notices. 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. Incorporation into Agreement. 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.
5. District Authority in the Event of a Budget Shortfall. The District, in the event of a budget shortfall, shall have the right to require the modification of the economic terms of the Agreement. If the District deems it necessary to modify, upon good cause, the economic terms of the Agreement, the District shall notify the Association and shall provide a period of thirty (30) days during which the District and the Association shall bargain over any necessary adjustments to the economic terms of the Agreement. If, at the end of the thirty-day period, the Parties have been unable to agree upon modifications that meet the District's requirements, the District shall have the right, upon good cause, to make necessary adjustments on its own authority.
  - a. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

### **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. Statutory Rights. 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. Description of Rights. 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, including the right to make, amend and rescind reasonable work rules and standard operating procedures;
    - i. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual

agreement of the parties, negotiations may begin on a replacement provision.

- 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, assign, direct, schedule, discharge, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this agreement;
  - i. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
- l. To prohibit all strikes of any kind. A strike shall include a refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of any public body. Any public employee who engages in any strike or concerted refusal to work, shall be subject to termination of employment;
  - i. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.
- m. To determine the academic calendar; and
- n. 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.
3. All District employees have the right to refrain from engaging in and supporting Association activity, as well as oppose labor organization activity.
  - a. If the provision of HB 1413 giving rise to this term is found to be invalid or unenforceable by a court with jurisdiction over the District, and through a valid order by such court, the District is prohibited from enforcing HB 1413 or a relevant portion thereof, then the required language in this term shall be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision.

#### **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 Transportation at the time of transmission or distribution.
2. Communication with Members. The Association may use the District communication systems to conduct business with its members.

3. Political Limitation. 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. Bulletin Boards. 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. Surveys. 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. District Authority. 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 paycheck.
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 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. 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**

### **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.

## **ARTICLES 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**      **Leave Benefits**

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-Hannon, 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 previous 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      Vacancies, Transfers, Seniority and Trips**

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

BY: \_\_\_\_\_

President, ITEA

SCHOOL DISTRICT OF CITY OF INDEPENDENCE, MISSOURI

BY: \_\_\_\_\_

Greg Finke, President, Board of Education

ATTESTED BY: \_\_\_\_\_

Annette Miller, Secretary, Board of Education

\$532,579.91 for the 2019-2020 school year with an annual renewable contract for a total of three years. The motion was unanimously approved by the Board of Education.

Nutrition Services issued an RFP for a self-operation pizza program contract. Dr. Stout said the Administration is recommending awarding the bid to Bull's Eye Brands, Inc. for an estimated cost of \$156,580.00 for the 2019-2020 school year with an option for two additional years.

Denise Fears made the motion that the Board of Education approves Bull's Eye Brands, Inc. as the vendor for Nutrition Services Self-Operating Pizza Program in the estimated amount of \$156,580.00 for the 2019-2020 school year with the contract renewable annually for a total of three years. The motion was seconded by Jill Esry and unanimously approved by the Board of Education.

An RFP for dairy supplies was issued by Nutrition Services for the 2019-2020 school year. Dr. Stout reported that the Administration is recommending approval of the bid by Hiland Dairy Company in the estimated amount of \$1,320,233.75 for the 2019-2020 school year.

The motion was made by Matt Mallinson, second by Jill Esry, that the Board of Education approve the bid of Hiland Dairy Company as the vendor for dairy supplies in the estimated amount of \$1,320,233.75 for the 2019-2020 school year with the contract renewable annually for a total of three years. The motion was unanimously approved by the Board of Education.

Dr. Stout said based on the RFP issued by Nutrition Services for a prime grocery vendor, the Administration is recommending approval of the bid by Kohl Wholesale for the 2019-2020 school year in the amount of \$2,419,337.14.

Jill Esry made the motion, second by Carrie Dixon, that the Board of Education approves Kohl Wholesale for prime grocery vendor needs in the estimated amount of \$2,419,337.14 for the 2019-2020 school year with the contract renewable annually for a total of three years. The motion was unanimously approved by the Board of Education.

Nutrition Services issued an RFP for fresh baked goods supplies for the 2019-2020 school year. Dr. Stout said the Administration is recommending awarding the bid to Roma Bakery for breads and Ridgewood Bakery for donuts.

Matt Mallinson made the motion that the Board of Education approves Roma Bakery for bread items in the estimated amount of \$101,507.61 and Ridgewood Bakery for donuts in the estimated amount of \$120,750.00 as the vendors for fresh baked goods supplies for the 2019-2020 school year with the contract renewable annually for a total of three years. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

An RFP for paper goods supplies was issued by Nutrition Services for the 2019-2020 school year. Dr. Stout stated that the Administration is recommending approval of the bid by Clayton Paper & Distribution, Inc. in the estimated amount of \$194,724.75 for the 2019-2020 school year.

The motion was made by Blake Roberson, second by Jill Esry, that the Board of Education approve the bid of Clayton Paper & Distribution, Inc. as the vendor for paper goods supplies in the estimated amount of \$194,724.75 for the 2019-2020 school year with the contract renewable annually for a total of three years. The motion was unanimously approved by the Board of Education.

Dr. Stout explained that Nutrition Services had completed the DESE mandated Paid Lunch Equity (PLE) tool for the 2019-2020 school year. This tool ensures sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. Therefore, an increase is necessary for the 2019-2020 school years as follows: 10 cents increase for student and 15 cents increase for adult breakfast and lunch meals.

Carrie Dixon made the motion, second by Matt Mallinson, that the Board of Education approves the following meal prices: Breakfast - \$1.70 for elementary students, \$1.80 for secondary students, and \$2.15 for adults; and Lunch – \$2.75 for elementary students, \$2.90 for secondary students, and \$3.60 for adults for the 2019-2020 school year. The motion was unanimously approved by the Board of Education.

Dr. Herl said that as part of Technology's plan, upgrades of existing infrastructure needs to be made on audio and visual equipment in gyms and libraries at several schools. The Administration is recommending approval of the quote from Kansas City Audio Visual at a cost of \$89,169.40.

The motion was made by Denise Fears, second by Jill Esry, that the Board of Education approves the quote from Kansas City Audio Visual under the State of Kansas Contract #42603 to purchase audio and visual upgrades for William Southern, Spring Branch, Little Blue, Abraham Mallinson, Cassell Park, Korte, Jim Bridger and Christian Ott Schools for a total cost of \$89,169.40. The motion was unanimously approved by the Board of Education.

Dr. Herl said the Administration is recommending approval of the quote from CDW under the Education Plus (Missouri Schools) (018-A) contract to purchase 1,215 new Dell Chromebooks and 46 Aver carts.

Matt Mallinson made the motion that the Board of Education approves the quote from CDW under the Education Plus (Missouri Schools) (018-A) contract to purchase 1,215 new Dell Chromebooks and 46 Aver carts for the 2019-2020 school year at a cost of \$355,017.10. The motion was seconded by Denise Fears and unanimously approved by the Board of Education.

Dr. Herl said the Administration is recommending purchasing the renewal license for PowerSchool Support for the 2019-2020 school year and that it is a sole source provider.

A motion was made by Carrie Dixon, second by Jill Esry, that the Board of Education approves the quote from Power School, under the Sole Source Justification for a One-of-a-Kind product, for renewal of the software for the 2019-2020 school year at a total cost of \$82,752.65. The motion was unanimously approved by the Board of Education.

Dr. Stout said that in order to help the HVAC technicians be more efficient, the Administration is recommending purchasing two 2019 Ford Econoline vehicles so the employees have access to the necessary repair parts in a timely manner.

The motion was made by Matt Mallinson that the Board of Education approves the purchase of two (2) 2019 Ford Econoline 350 Cutaway Knapheide Utility Vans (KUV) for the HVAC technicians in Facilities for a total cost of \$85,828.00. The motion was seconded by Jill Esry and unanimously approved by the Board of Education.

Dr. Herl said the School District is bringing the current outsourcing of laundry services in house. As part of this procedure it is necessary to buy mats, previously provided by the Walker Company, for all of the District's buildings.

Jill Esry made the motion, second by Carrie Dixon, that the Board of Education approves the purchase of mats from Hillyard, under the Greater Suburban Kansas City Joint Purchasing Cooperative bid, at a total cost of \$94,975.36. The motion was unanimously approved by the Board of Education.

Dr. Herl stated that the Administration is recommending declaring a list of items as surplus as they are no longer needed for District operations.

The motion was made by Carrie Dixon, second by Blake Roberson, 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 unanimously approved by the Board of Education. (Page 11814)

Dr. Herl said the Buildings Trades class had renovated a house at 216 East 3rd Drive South, located just north of William Chrisman High School, and it is ready to be declared surplus and allowed to be sold.

Jill Esry made the motion that the Board of Education approves declaring the house located at 216 East 3rd Drive South, Independence, Missouri, as surplus property and requests the Administration publish a notice to sell this house. The motion was seconded by Carrie Dixon and unanimously approved by the Board of Education.

Dr. Herl said the School District is required to prepare an annual Budget and schedule a public hearing. He is recommending scheduling the hearing for June 28, 2019 at 7:30 a.m. in the Board Room at Central Office.

The motion was made by Denise Fears, second by Matt Mallinson, that the Board of Education approves scheduling a Special Board of Education meeting on Friday, June 28, 2019 at 7:30 a.m. to present the 2019-2020 School District budget. The motion was unanimously approved by the Board of Education.

There being no further information to come before the Board of Education, Blake Roberson made the motion, second by Jill Esry, 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:

## INDEPENDENCE SCHOOL DISTRICT

PUR-009

Date:

6-11-19

## INVENTORY ASSET SHEET FOR DISPOSAL/SCRAP/DONATE

Asset Description	Quantity	Asset #	Serial #	Donate Item	Condition of Item(s)	Grant Item	Disposal/Scrap/Donate
Activity Center - Infant	1			No	Broken	No	Disposal
Bouncer Seat Frame - Infant	1			No	Broken	No	Disposal
Cabinet - Tall Plastic Four Shelf	1			No	Broken	No	Disposal
Cabinet Storage - Wooden	4			No	Broken	No	Disposal
Cart - Folding Flat	1			No	Broken	No	Disposal
Chair - Office	3			No	Broken	No	Disposal
Chair - Wooden High	1			No	Broken	No	Disposal
Desk - Privacy Student	1			No	Broken	No	Disposal
Desk - Student	7			No	Broken	No	Disposal
File Cabinets - Four Drawer	5			No	Broken	No	Disposal
Mats - Infant	2			No	Broken	No	Disposal
Otoscope	1			No	Broken	No	Disposal
Oven Montague - Model 83385-003	1	13012165		No	Broken	No	Scrap
Refrigerator - Hobart Commercial	1	13002752	32532865	No	Broken	No	Scrap
Refrigerator - Hobart Commercial	1	13008077	32-1079960	No	Broken	No	Scrap
Shelves - Metal	3			No	Broken	No	Disposal
Shelves - Short Wooden	3			No	Broken	No	Disposal
Shelves - Tall Wooden	3			No	Broken	No	Disposal
Stethoscope	1			No	Broken	No	Disposal
Table - Child Square Wooden	1			No	Broken	No	Disposal
Teacher Desk - black/brown	1	16005090		No	Broken	No	Disposal
Teacher Desk - Tan/brown	1	KC#00428875		No	Broken	No	Disposal

Ayes: Greg Finke  
Denise Fears  
Matt Mallinson  
Jill Esry  
Blake Roberson  
Carrie Dixon

Absent: Eric Knipp

  
Secretary

  
President

BOARD OF EDUCATION  
The School District of Independence

The Board of Education met in a special session Thursday, June 13, 2019 at 2:00 p.m. in Conference Room 1A at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri 64050.

Members Present:      Mr. Greg Finke, President  
                                 Mrs. Denise Fears, Vice President  
                                 Dr. Matt Mallinson, Treasurer  
                                 Mrs. Jill Esry, Director  
                                 Mr. Blake Roberson, Director  
                                 Mrs. Carrie Dixon, Director  
                                 Mr. Eric Knipp, Director

Also Present:            Dr. Dale Herl, Superintendent  
                                 Dr. Dred Scott and Ms. Annette Miller.

Dr. Herl stated the purpose of this meeting was for a Board of Education Retreat and minutes of the meeting were recorded by the secretary, Ms. Annette Miller. Mr.

Several presentations were made: "*The Leader in Me*" by Dr. Ronnee Laughlin and Dr. Melissa Carver; "*ISD Processes Related to Discipline*" by Mr. Randy Maglinger, Dr. Janet Richards, and Ms. Prissy Lemay; and "*Independence Academy – Empowering Students to Thrive*" by Dr. Wendy Kline and Mrs. Sherry Potter. Following these presentations, Mr. Duane Martin and Mr. Drew Marriott, EdCounsel Law Firm, shared information pertaining to: Consistency in Decisions and Precedent; Collective Bargaining Moving Forward; and Student Discipline and Long Term Suspensions. This provided in-depth information on how these programs function and the ability students have in designing their educational progress.

Dr. Scott facilitated the Board of Education as they reviewed the 2014-2019 Board of Education Goals and the ISD Board Norms. Following several networking activities, the Board of Education made some additions and changes to the Board of Education Goals for 2019-2024.

There being no further business to come before the Board of Education, this special session was adjourned at 6:15 p.m.

BOARD OF EDUCATION  
The School District of Independence

11817

The Board of Education met in special session Friday, June 28, 2019, at 7:30 a.m. in the Board Room at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri.

Members Present: Mr. Greg Finke, President  
Mrs. Denise Fears, Vice President  
Dr. Matt Mallinson, Treasurer  
Mrs. Jill Esry, Director  
Mrs. Carrie Dixon, Director  
Mr. Eric Knipp, Director

Members Absent: Mr. Blake Roberson, Director

Also Present: Dr. Dale Herl, Superintendent  
Mrs. Molly Johnson and Ms. Annette Miller.

The meeting was called to order by the President, Mr. Greg Finke, and minutes of the meeting were recorded by the secretary, Ms. Annette Miller.

Denise Fears made the motion to approve the June 28, 2019 Agenda as printed. The motion was seconded by Eric Knipp and was unanimously approved by the Board of Education.

Dr. Herl stated that Budget Adjustments/Transfers for the annual budget year are usually presented two or three times a year to the Board of Education. At the end of the 2019 fiscal year, the budget is being adjusted to reflect changes in revenues and expenditures as required by state and federal guidelines. Dr. Herl stated that the recommended transfers/adjustments to the accounts are mainly due to changes in grant amounts and Title 1. He recognized Molly Johnson and her staff for their work in making sure that the District's financial transactions are recorded correctly.

Jill Esry made the motion, second by Carrie Dixon, that the Board of Education approves the necessary Budget Adjustments for the FY19 Budget and annual transfers for Nutrition Service equipment, Transportation bus project, the Annexation building lease purchase payment, grant match, and capital levy expenditures as presented. The motion was unanimously approved by the Board of Education. (Page 11818)

Dr. Herl reported that the School District's 2019-2020 Budget has anticipated revenues of \$199,798,179 and anticipated expenditures of \$247,838,054. Dr. Herl explained that this is a deficit budget. He said that he wants the District to continue to maintain fund balances as has been the goal in the past. He again commended Molly Johnson and the Business Office staff for a well-defined Budget for the 2019-2020 school year.

Following this information, a motion was made by Denise Fears that the Board of Education approves the 2019-2020 School District Budget as presented. The motion was seconded by Eric Knipp and was unanimously approved by the Board of Education.

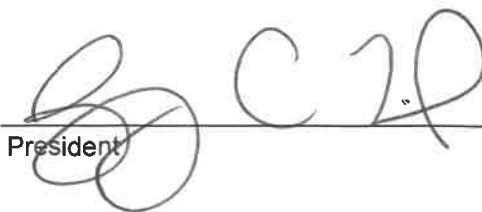
There being no further business to come before the Board of Education, Eric Knipp made the motion, second by Jill Esry, to adjourn the meeting at 7:39 a.m. The motion was approved by the Board of Education as follows:  
The motion was approved as follows:

Ayes: Greg Finke  
Denise Fears  
Matt Mallinson  
Jill Esry  
Carrie Dixon  
Eric Knipp

Absent: Blake Roberson



Secretary



President



## Budget Amendments FY19 - BOE - June

<b>Fund</b>	<b>Revenue</b>	<b>Expenditures</b>	<b>Change</b>
11 Scholarship	-	-	-
12 Incidental	318,071.69	1,718,717.78	(1,400,646.09)
15 Nutrition Services	-	-	-
16 Activity	-	-	-
17 Self Insurance Funds	(612,150.00)	(800,000.00)	187,850.00
General - total	(294,078.31)	918,717.78	(1,212,796.09)
22 Special Revenue	1,654,638.80	542,289.83	1,112,348.97
31 Debt Service	19,862,048.50	493,985.58	19,368,062.92
41 Bond Construction	250,000.00	-	250,000.00
42 Capital Projects	(549,084.70)	(633,419.00)	84,334.30
	20,923,524.29	1,321,574.19	19,601,950.10